



ASSAM STATE WAREHOUSING CORPORATION (HEAD OFFICE)

(A Govt. of Assam Undertaking)

Pannyagar Bhawan, Amarawati Path, Christian Basti, Guwahati, Assam - 781005, India.

Email: aswcghy@gmail.com; Phone: 0361-2345252/ 2595245; Fax: 0361-2595245

**World Bank financed
Assam Agribusiness & Rural Transformation Project
(APART)**

[Project ID: P155617, IBRD Loan No. 8780-IN]

**Request for Quotation (RFQ)
for hiring of services of a Collateral Management Agency
(CMA) for conducting Electronic Warehouse Receipt
Financing on pilot basis under APART**

RFQ No.: AWC.ENGG.508/2019/MW/APART/213

Dated: 17th December, 2021

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World Bank financed Assam Agribusiness & Rural Transformation Project (APART)

Request for Quotation (RFQ)

for hiring of services of a Collateral Management Agency (CMA) for conducting a pilot on Electronic Warehouse Receipt Financing under APART

E-Procurement Notice

RFQ No. AWC.ENGG.508/2019/MW/APART/213

Dated, Guwahati the 17th December 2021

Assam State Warehousing Corporation (ASWC) is one of the implementing agencies for the World Bank (WB) financed 'Assam Agribusiness & Rural Transformation Project (APART)'. ASWC now intends to hire services of a Collateral Management Agency (CMA) for conducting a pilot on Electronic Warehouse Receipt Financing under APART and hence, seeks online bids from reputed & eligible bidders for providing the aforementioned non-consulting service. Further details, along with scope of work, Terms & Conditions, etc. may be seen in the detailed RFQ Document available at the e-tendering portal- <http://assamtenders.gov.in>. Bidder must have Digital Signature Certificate (DSC) for online submission of quotation. Last date and time for online bid submission is 16:00 hrs of 17th January, 2022. Information may also be obtained from the office of the undersigned from 11.00 am to 04.00 pm on all working days.

Assam State Warehousing Corporation; Pannyagar Bhawan, Amarawati Path, Christian Basti, Guwahati, Assam -05;
Email: aswcghy@gmail.com; Phone: 0361-2345252/2595245; Fax: 0361-2595245

Sd/-

Managing Director
ASWC, Guwahati



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RFQ No: AWC.ENGG.508/2019/MW/APART/

Dated Guwahati the December, 2021

Request for Quotations (RFQ)
Detailed e-Procurement Notice

1. Government of Assam, through Government of India, has received a loan from the International Bank for Reconstruction and Development (IBRD) [Project ID: **P155617**, IBRD Loan No. **8780-IN**] towards the cost of Assam Agribusiness and Rural Transformation Project (APART).
2. Assam State Warehousing Corporation (ASWC), Guwahati, Assam is one of the Operational Project Implementation Units (OPIUs) in the project for augmenting selected project deliverables. One of the activities under sub component: B2.2 of APART is Warehouse Receipts Development. The said activity envisages providing Farmers & Agro entrepreneurs, with access to finance through warehouse receipts. As the warehouse modernization & upgradation program under APART is substantially delayed, the project has decided to **hire services of a Collateral Management Agency (CMA) for issuing of Electronic Warehouse Receipt Financing on pilot basis**. The pilot will run for a period of **two years** covering at least **three crop seasons**.
3. In this connection, Managing Director (MD), ASWC, Assam invites online bids from reputed & eligible Collateral Management Agencies (CMAs) only (hereinafter referred as bidders) for providing the aforementioned non consulting service. This e-Procurement notice includes- i) terms and conditions applicable for submission of quotations; ii) criteria for qualification, evaluation, and for award of RFQ work order; and iii) relevant forms to be filled by the bidders.
4. The Procurement notice including the terms and conditions etc. can be downloaded free of cost by logging on to the website- <http://assamtenders.gov.in>. Bidders shall be required to register on the aforementioned website, if not done earlier which is free of cost. The bidders should look for any corrigendum in the bid and ensure any addendum available on the website is also addressed in the bid.
5. Bid must be accompanied by a security deposit of Rs. 1.00 L in the form of either a Demand Draft or fixed deposit or a Bank Guarantee issued by a nationalized/scheduled bank in favour of the Managing Director (MD), ASWC, Guwahati -05. Security deposit shall have to be valid for 45 days beyond the bid validity period.
6. The bidders shall be required to submit original security deposit in the mentioned form to the office of the Assam State Warehousing Corporation (ASWC), Pannyagar Bhawan, Amarawati Path, Christian Basti, Guwahati, Assam-05 before the opening of the technical part of the Bids i.e. atleast before 2 days of closing of bids (**26th December, 2021 by 16.00 Hrs**), either by registered post/speed post/courier or by hand, failing which the bids will be declared non-responsive and will not be opened.
7. For submission of quotations, the bidder is required to have Digital Signature Certificate (DSC) from one of the Certifying Authorities authorized by Government of India for issuing DSC.
8. Quotations, both Technical Part and Financial Part shall be submitted on the aforementioned website on or before **16:00 hours on 26th December, 2021**. Any quotation or modifications to quotation received outside e-procurement system will not be considered. The electronic bidding system would not allow late submission of quotations. The 'Technical Part' of the Quotations will be opened online on **27th December, 2021 at 12:00 Hours**. The electronic summary of quotation opening of technical part will be generated and uploaded online.
9. If the office of the Assam State Warehousing Corporation (ASWC) happens to be closed on the date of opening of the Quotations as specified, the 'Technical Part' of quotations will be opened on the next working day at the same time. The Financial Part of the Quotations shall remain unopened in the e-procurement system, until the subsequent online opening, following the evaluation of the Technical Parts of the Quotations.
10. Other details can be seen in the RFQ document. The Managing Director (MD), ASWC shall not be held liable for any delays due to system failure beyond its control. A Bidder requiring any clarification of the RFQ Document may notify the Managing Director (MD), ASWC online or may visit the office of the Managing Director, ASWC at the address given above.
11. The Managing Director (MD), ASWC reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract, without assigning any reason thereof and without thereby causing any liability to any of the bidder.

Managing Director

SECTION-I
TERMS & CONDITIONS

1. **Eligibility:** A Bidder (a) shall not participate in more than one Quotation; (b) shall not have conflict of interest as defined in the Bank's Procurement Regulations; and (c) should not have been (i) temporarily suspended or debarred by the World Bank Group in compliance with the Bank's Anti-Corruption Guidelines and its Sanctions Framework; or (ii) blacklisted or suspended by Central or any State Government Departments in India.
2. **Clarifications & Amendments:** If the Managing Director (MD), ASWC receives any request for clarification on this RFQ Document, the response together with any amendment to this document will be uploaded, on the e-procurement portal for information of all Bidders. Bidders should check on the e-procurement system, for any amendments to the terms and conditions and satisfy themselves before uploading of their bids.
3. **Documents:** The Quotation shall comprise in two Parts, namely the Technical Part and the Financial Part. Both Parts shall be submitted simultaneously in different online folders, marked as Technical & Financial respectively.
4. **The Technical Part of Quotation shall comprise the following:**
 - a) Letter of Quotation- Technical Part;
 - b) Evidence in accordance with Clause 10 below, establishing Bidder's qualifications to perform the contract, if the quotation is accepted;
 - c) Complete address and contact details of the Bidder having the following information:
 - i. Name of Firm
 - ii. Address for communication
 - iii. Telephone No(s): Office
 - iv. Mobile No.
 - v. Facsimile (FAX) No.
 - vi. Electronic Mail Identification (E-mail ID)
 - vii. Website, if any.
 - d) The Technical Part of Quotation shall not include any financial information related to the Quotation price. Where material financial information related to the Quotation price is contained in the Technical Part of Quotation, the Quotation shall be declared as non-responsive.
5. **The Financial Part of Quotation shall comprise the following:**
 - a) Letter of Quotation- Financial Part
 - b) Price Schedule
6. **Security Deposit:** The Agency shall furnish a Security Deposit of **Rs. 1.00 Lakh (Rupees One Lakh)** only in the form of either a Demand Draft or Fixed Deposit or Bank Guarantee issued by a nationalized/scheduled bank in favour of the Managing Director (MD), ASWC, Guwahati -05 payable at Guwahati with 60 days validity beyond the bid validity period. The Security Deposit will be returned to unsuccessful Applicants within 30 (Thirty) days from date of finalization of the contract. The Security Deposit of the selected Applicant shall be returned upon the Applicant signing the Agreement.
7. **The Security deposit may be forfeited -**
 - a) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the Bid form.
 - b) If the successful bidder fails:
 - i. to sign contract within the timeframe as shall be notified
 - ii. to furnish performance security.

8. Quotation Prices

- (a) The contract shall be for the full service as specified in the Price Quotation Form. Corrections, if any, can be carried out by editing the information before electronic submission.
- (b) All duties, taxes and other levies payable on the service shall be included in the total price.
- (c) GST and any other taxes, which will be payable on the service at the time of invoicing in connection with the work, shall be shown separately. Wherever these taxes are not shown, these will be assumed to have been included in the quoted price.
- (d) The rates quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- (e) The Prices shall be quoted in Indian Rupees only.

9. **Conformity:** The Bidder shall furnish as part of the Technical Part of Quotation, documentary evidence that the services conform to the scope of work of the RFQ document.

10. **Qualification of the Bidder:** to qualify for award of the contract, the bidder: -

- (a) Should have registration under applicable laws of India and should have been in business for at least 5 years. (FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21); (*Attach Incorporation Certificate*)
- (b) Should have minimum annual financial turnover of **Rs. 60.00 L** in each of the last three financial years (FY 2017-18, 2018-19 and 2019-20); (*Attach CA certified statement copy for the last three years*)
- (c) Should not be a loss-making agency, as per the Bidder's financial statements/Profit & Loss Statements of last 3 years' (FY 2017-18, 2018-19 and 2019-20). (*attach financial statements/Profit & loss details for the last three years or any other document certified by CA establishing that the agency has not made any losses in last three years*)
- (d) Should have successfully completed at least one similar work i.e. conducting Electronic Warehouse Receipt Financing with minimum storage capacity of 1500 MT in the last 5 years (FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21); (*Attach copy of work orders/completion certificates*)
- (e) should not be blacklisted/debarred/suspended/banned from business dealing by the World Bank/any Ministry/ Department of State/ Central Government/ PSU as on date of filling the responses of this RFQ; (*Self Declaration on agency's Letterhead*)
- (f) Should have adequate technical and managerial capacity. (*List of personnel with designation & years of experience, CVs should not be submitted*)

The bidder shall provide the documentary evidences to substantiate their eligibility against the above criteria.

11. **Validity of Quotation:** Quotation shall remain valid for a period not less than 60 days after the deadline date specified for submission.
12. **Signing of Quotations:** The name and position held by each person signing the quotation and related documents must be typed or printed below the signature.
13. **Quotation Submission:** The Letter of Quotation – Technical Part and Letter of Quotation – Financial Part shall be filled; signed and scanned copies shall be uploaded along with the Price Schedules that shall be furnished using the Forms available online without any alterations. All blank spaces shall be filled in with the information requested. Scanned copies of all other documents shall also be uploaded on this website.
14. **Online Opening and Evaluation of Technical Parts of Quotations:** The 'Technical Part' of the Quotation will be opened online on the specified date and time. This can also be viewed by the bidders online and electronic summary of quotation opening of technical part will be generated and uploaded online after comparing all the bids technically. The Financial Part of the Quotation shall remain unopened in the e-procurement system and shall be opened in subsequent stage, of only technically qualified bidders.
 - a) A committee shall examine the technical part of the quotation to determine whether the quotation (a) has been properly signed (Clause 10); b) meets the eligibility criteria (Clause 1); (c) conforms to all

terms, conditions, technical specifications, warranty/guarantee etc.; and (d) the bidder's acceptance of delivery schedule.

- b) Only Quotations that are both substantially responsive to the RFQ document, and meet all Qualification Criteria shall qualify for opening of the Financial Parts of their Quotations at the second online opening.
- c) Managing Director (MD), ASWC shall notify in writing to those Bidders who have failed to meet the Qualification Criteria or whose Quotations were considered non-responsive to the requirements in the RFQ document, advising them that their Technical Part of Quotation failed to meet the requirements of the RFQ document; and that their Financial Part of the Quotation shall not be opened.
- d) Simultaneously Managing Director (MD), ASWC shall notify in writing those Bidders whose Technical Parts of Quotations have been evaluated as substantially responsive and meeting the Qualification Criteria that their Quotation has been evaluated as substantially responsive to the RFQ document and that their Financial Part of Quotation will be opened online on the date & time as mentioned.

15. **Online Opening and Evaluation of Financial Parts of Quotations:** The 'Financial Part' of the Quotations will be opened online on the specified date and time. This can also be viewed by the bidders online and electronic summary of quotation opening of financial part will be generated and uploaded online.

- (a) The Managing Director (MD), ASWC shall examine and confirm that Letter of Quotation – Financial Part and Price Schedules are in accordance with the requirements specified in the RFQ document. If any of these documents or information is missing, the offer shall be rejected.
- (b) The Quotations would be evaluated for all the items together.
- (c) The evaluation shall be based on the total price of Related services at project site including GST and any other taxes, which will be payable on the finished services at the time of invoicing.

16. **Performance Security:**

- (a) The successful bidder shall be required to deposit an amount equivalent to 5% of the offered price within seven (7) days of conveying the employer's intention for accepting the bid as Performance Security valid for 26 months from the date of issue of the work order.
- (b) Performance Security shall be required to submit in the form of Fixed Deposit or Bank Guarantee issued by a Nationalized or scheduled Bank as per the Performa provided in **Appendix-I** of the RFQ document.
- (c) Failure of the successful Bidder to furnish performance security and signing the agreement within the period stipulated shall constitute sufficient grounds for annulment of award and forfeiture of the Bid Security deposit, in which case the Employer may make the award to the next lowest evaluated bidder or call for new bids. The Bid Security of unsuccessful bidders shall be returned upon signing of contract with the successful bidder.
- (d) Performance Security will be discharged after completion of bidder's performance obligations under the contract.
- (e) If the bidder fails or neglects any of his obligations under the contract it shall be lawful for the employer to forfeit either whole or any part of performance security furnished by the bidder as compensation for any loss resulting from such failure.

15. **Award of contract:** The Managing Director (MD), ASWC will award the contract to the bidder whose quotation has been determined to be substantially responsive and who has offered the lowest evaluated quotation price for carrying out the pilot on warehouse receipt financing (issuing of electronic warehouse receipts to the depositor farmers and arranging bank loans against the same) in a godown of 1500 MT capacity at their Tezpur Warehouse Complex for a period of two years-

- (a) Notwithstanding the above, the Managing Director (MD), ASWC reserves the right to accept or reject any quotations and to cancel the bidding process and reject all quotations at any time prior to the award of contract.
- (b) The bidder whose quotation is accepted will be notified of the award of contract by the Managing Director (MD), ASWC prior to expiration of the quotation validity period. The terms of the accepted offer shall be incorporated in the work order.

16. **Modification:** Modification of the terms and conditions of the Contract, including any modification of the scope of the Services may only be made by mutual written agreement between both the Parties.
17. **Termination:** The contract can be terminated in any of the following situations:
- (a) If the CMA fails to carry out the work as per the scope of work/ deliverables/ payments within the stipulated period or any extension thereof, as may be allowed by ASWC without any valid reasons acceptable to ASWC, then ASWC may terminate the agreement after giving one months' notice, and the decision of ASWC on the matter shall be final and binding on the CMA.
 - (b) Subject to the provisions mentioned here-under the contract Agreement shall be automatically terminated at the expiry of the contract term.
 - (c) ASWC reserves the right to terminate the agreement in case CMA is or gets blacklisted by the Govt. of India, Govt. of Assam or any other Department /Ministry of Govt. of India or Govt. of Assam during the course of work or if the CMA is convicted in a legal/tax evasion case or on account of any other legal misconduct of the CMA.
 - (d) In the event ASWC terminates the contract due to the breach by the CMA as per the conditions of contract agreement, the ASWC shall be entitled to invoke the Performance Bank Guarantee.
 - (e) If the Managing Director, ASWC, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
18. **Insurance:**
- (a) The CMA shall undertake to exercise reasonable care and diligence as is required as per terms and conditions of the contract agreement for keeping the stocks of agricultural commodities brought for storage by the farmers. The stocks stored in the godown shall be insured/indemnified against the risk of fire, flood and theft and the whole charges on this will be borne by CMA. A copy of the Insurance related documents shall be submitted to the employer during signing of the contract agreement.
 - (b) The insurance of stocks will continue to be undertaken by CMA at the estimated average Economic cost as per applicable GoI norms.
 - (c) In the event of any loss, the CMA will get the claim settled from the Insurance Company at the earliest. The CMA will settle the claim on the declared value after occurrence of the incident, in case any short payment is received from insurance company.
 - (d) In the event of any losses, ASWC will recover for such losses from payments to be made to the CMA. The same will be refunded on receipt of compensation through Insurance. However, no interest shall be paid.
19. **Charges for storage service:** The rates for the storage services will be as per latest schedule of charges as notified by the ASWC and amended from time to time. A copy of the latest schedule of charges will be provided to CMA on signing of the contract agreement.
20. **Revenue losses to ASWC:** It is estimated that by handing over the godown to CMA for a period of two years, the losses to ASWC will be **Rs 2,11,950/- only** for two years which will be made by the CMA through payments to the ASWC in two equal installments. First payment of **Rs 1,05,975/-** will be made within 10 days of signing of the agreement and the second payment of **Rs 1,05,975/-** will be made within 10 days of start of the second year of the assignment.
21. **Transfer/Sub-Contracting/Sub-letting:** The CMA shall have no right to give, bargain, sell, assign or sublet or otherwise dispose of the work or any part thereof, as well as to give or to let a third party take benefit or advantage of the assignment any part thereof.
22. **Liability for Labour and/or personnel engaged by the CMA:**
- (a) All labour and/or personnel employed by the CMA shall be engaged by them as their own employees/workmen in all respects implied or expressed. The CMA would engage only able-bodied workmen/laborer of sound character. In case of misconduct on the part or workmen/laborer deployed by the CMA, the CMA shall pay a penalty of Rs. 10,000/- (Rs. Ten Thousand) only per incidence of misconduct in addition to the action against the defaulter under the law. Besides, in the event of loss of business due to any labour employment problem, the CMA will compensate the loss (es) to ASWC at the

panel rate to be fixed by the competent authority from time to time. These losses are recoverable by way of liquidated damages.

- (b) The responsibility to comply with the provisions of the various labour laws of the country/ state will be that of the CMA.
- (c) The local authorized representative of the Corporation at the ASWC (Tezpur Centre) or any officer acting on his behalf shall allow the CMA, his agents, representatives or employees to enter into the premises defined above for the sole purpose of rendering the said services for ASWC. The CMA shall agree and undertake to make good any loss or damage caused to the premises, goods, equipment and property by his agents, representatives or employees while rendering the said services. However, it is clarified that the employees of CMA shall be deployed in the operational areas only. The CMA employees without assigned job shall, under no circumstances enter the premises defined above.
- (d) The laminated nametags with photographs should be signed by the CMA and get countersigned by the local authorized representative of the ASWC or any officer designated on his/her behalf and personnel of CMA shall wear the same inside the premises.
- (e) Full details about the names, addresses, both local and permanent and three copies of their photographs will be furnished to the local authorized representative of the ASWC or any officer acting on his behalf. They will also be provided with necessary photo identity cards by the CMA duly certified by the local authorized representative of the ASWC or any officer acting on his behalf for regulating their entry into the premises for the bonafide purpose connected with this work.

23. First Aid:

- (a) The CMA shall provide and maintain readily at least two first aid boxes and two fire extinguishers inside the premises of the allocated godown.
- (b) The first aid box shall be distinctively marked with Red Cross on a white back-ground and shall contain the equipment as provided for in the contract labour (Regulation and Abolition's) Act, 1962.
- (c) Nothing except the prescribed contents shall be kept in the first aid box. The first aid box shall be kept readily available with the in charge or person trained in first aid treatment.
- (d) Adequate arrangement should be made for immediate recoument of the first aid materials, whenever necessary.
- (e) If the first aid boxes are not arranged by the CMA within thirty days from the commencement of the contract the same shall be provided by the ASWC after the expiry of the said period and the expenses incurred shall be deducted from the passed bills/ invoices of the CMA.
- (f) The personnel should be given training to use fire extinguishers in case of any such eventuality.

24. Liability of CMA for losses, risks and costs:

- (a) The personnel in different categories will have to be positioned by the CMA, preferably such people who have exposure to computerized operations keeping in view the fact that operations at the godown will be carried out in computerized manner. In the event of any fault or defaults on any particular day/days on the part of the CMA in providing adequate equipment/manpower or to perform any of the service mentioned herein efficiently and to the entire satisfaction of the local authorized representative of the ASWC at the Tezpur Centre or any officer acting on his behalf who, in his absolute discretion, without prejudice to other right and remedies under the contract, shall have the right to recover by way of compensation up to Rs.10,000/- per day from the CMA (or a sum as deemed fit), besides making temporary alternate arrangements to cope-up with the work at risk and cost of the CMA who will be liable to compensate the consequential damages, if any. This decision of the Local authorized representative of the ASWC at Tezpur Centre or any officer acting on his behalf on the question whether the CMA has committed such a fault or has failed to perform any of the services efficiently and also his liability for payment of compensation and its quantum, shall be final and binding on the CMA, subject to it being confirmed by the MD, ASWC.
- (b) In case of any shortage of damage / loss etc., to goods for whatsoever reason and cause while the same are in the custody of the CMA, it shall be liable to make good to the ASWC the value of the goods

including, penalties and fines as are leviable by the Managing Director for such shortage of damage or loss etc. In addition, if there is any reason for suspicion of collusion of the CMA or his employee(s) in such losses or damage, the local authorized representative of the ASWC at the Tezpur Centre or any officer acting on his behalf at his discretion may levy a penalty as deemed fit. The action taken by the Managing Director, ASWC will be final and binding on the CMA.

- (c) The CMA shall be responsible for any loss, destruction or deterioration of food grains/other commodity or any damage or delay in the performance of duties due to any negligence or default on the part of their employees / labourers or due to failure of their equipment or due to non-availability of adequate safety aids with the laborers or due to pilferage of food grains/other commodity by their employees / labourers also to the carelessness, neglect, misconduct of their employees / labourers in their employment and any liability for payment of compensation by the ASWC to the depositors on account thereof and shall pay all claims met, and also litigation expenses, if any, incurred by the ASWC immediately on demand without any demur. The ASWC shall have the right to deduct the amount of such loss from any bill (including security deposit) then due or may become due to the ASWC under the contract. The decision of the Managing Director, ASWC shall be final and binding on the CMA in this regard.

25. Indemnity:

- a) The CMA shall indemnify, defend and hold ASWC including its officers servants, agents and subsidiaries harmless against any and all proceedings, actions and ASWC claims arising out of a breach by CMA, of any of its obligations under this Agreement.
- b) Without limiting the generality of this Article, CMA shall fully indemnify, save harmless and defend ASWC including its officers, servants, agents and subsidiaries from and against any and all losses and damages arising out of or with respect to (i) failure of the CMA to comply with Applicable Laws and Applicable Permits, (ii) payments of taxes relating to the income or other taxes required to be paid by the CMA without reimbursement hereunder, or (iii) non-payment of amounts due as a result of materials or services furnished to the CMA.

26. **Volume of Work:** The volume of food grains/other notified commodities in storage is likely to fluctuate (increase or decrease) and the CMA should note that no claim for fluctuation in the volume of work to be handled during the currency of the contract shall be entertained.

27. **Statutory Obligations:** It is the sole responsibility of CMA during the contract period that, they shall hold all valid licenses/certifications required for the collateral management and related work awarded by ASWC, PAN & GST numbers etc. and up to date tax clearance certificates from the concerned authorities. The CMA shall be solely responsible to fulfill all the statutory obligations under various Central/State Acts/ laws/ regulations which are in force.

28. Force Majeure:

- (a) **Definition:** For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party to the contract, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

(b) If either Party is prevented from or delayed in performing any of its obligations under the contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within ten (10) days after the first occurrence of such event. The Party who has given such notice shall be excused from the performance of its obligations under this contract for so long as the relevant event of Force Majeure continues and to the extent that such Party's performance is prevented or delayed. The occurrence of any event of Force Majeure affecting either party shall not give rise to any claim for damages or additional costs and expenses suffered or incurred by reason of Force Majeure.

- (c) **Extension of Time:** Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

29. Corrupt/Fraudulent Practices:

- (a) ASWC requires that the CMA should observe the highest standards of ethics in discharge of the assignment.
 - (b) ASWC can terminate this agreement if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in getting the work.
 - (c) ASWC can declare the CMA ineligible from competing in any of its future assignments after giving opportunity of being heard, either indefinitely or for a stated period of time, if at any time it is found that the CMA has engaged in corrupt and fraudulent practices in acquiring, or in executing this assignment.
30. Any dispute between the Parties will be resolved amicably. In case the dispute is not resolved even within one month of notifying of occurrence of such dispute by one party to the other party, the same shall be referred to courts within the jurisdiction of Guwahati, Assam whose decision will be final and binding on both the parties.
31. **Effectiveness of Contract:** This Contract shall come into effect on the date the Contract is signed by both the parties & will remain valid for a period of two years unless otherwise extended as mentioned above.

SECTION-II
SCOPE OF WORK

(A) Project & Service Background

1. The Government of Assam (GoA) through Government of India (GoI) has received a loan from the World Bank for implementation of Assam Agribusiness and Rural Transformation Project (APART). Assam Rural Infrastructure and Agricultural Services (ARIAS) Society is the apex coordinating and monitoring agency for the project. The project is being implemented by eight-line departments of GoA including their Directorates/Agencies/Commissionerates. The project interventions are being taken up in 24 prioritized districts of Assam i.e. Kokrajhar, Barpeta, Nalbari, Darrang, Sonitpur, Biswanath, Goalpara, Nagaon, Hojai, Cachar, Karbi Anglong, West Karbi Anglong, Golaghat, Dhubri, South Salmara, Morigaon, Kamrup, Kamrup Metro Jorhat, Majuli, Sivasagar, Charaideo, Hailakandi and Lakhimpur. One of the Operational Project Implementation Units (OPIUs) under APART is Assam State Warehousing Corporation (ASWC), Guwahati. The Project now intends to utilize a part of the loan to hire a Collateral Management Agency (CMA) as Service Provider (SP) agency for conducting a pilot on electronic Warehouse Receipt Finance.
2. Project Development Objective (PDO): The Assam Agribusiness and Rural Transformation Project (APART) aims to “add value and improve resilience of selected agriculture value chains focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam.”
3. There are four components of APART: The first component is Enabling Agri enterprise Development, with sub components being (i) enhancing state capacity to attract private investments, (ii) setting up of an Enterprise Development and Promotion Facility (EDPF) (iii) setting up of an Agribusiness Investment Fund (AIF) (iv) establishing stewardship councils. The second component is Facilitating Agro Cluster Development with sub-components being- (i) support establishment of cluster level Industry Associations (IAs), (ii) supply chain support. The third component is Fostering Market Led Production and Resilience Enhancement with sub components being (i) promoting climate resilient technologies and their adoption (ii) facilitating market linkages through market intelligence and product aggregation (iii) facilitating access to and responsible use of financial services. The fourth component is project Management, Monitoring & Learning.
4. Under the sub-component B-2 (Supply chain support), the activity relating to warehouse and warehouse receipts development focuses on providing producers and agri-entrepreneurs, with high quality storage, access to finance through warehouse receipts, and option to sell via commodity exchanges. This would be done by upgradation and modernization of about 40 godowns of the Assam State Warehousing Corporation (ASWC) to provide scientific storage; accreditation of these warehouses with Warehousing Development and Regulatory Authority (WDRA); partnering with commercial banks and collateral management agencies for negotiable warehouse receipt (NWR) financing of the stored goods; and also providing the market linkage for stored goods. However, as the upgradation and modernization of the godowns of ASWC has been delayed substantially, **Project has decided to take up a pilot of warehouse receipt financing in one of the godowns of ASWC Sonitpur centre with storage of capacity of about 1500 MT.** Being one of the implementation units of the project, the ASWC is responsible for onboarding the service provider agency and for monitoring the work. The pilot will run for a period of **two years** covering at least three crop seasons. The preferred commodities for the pilot include **paddy, maize and mustard** (Sonitpur being one of the leading districts in maize and mustard production).

(B) Objectives & Scope of work

5. The objective of this pilot is to help the farmers in Assam to avoid distress sale of the crop in post-harvest period and get remunerative prices for their produce through the mechanism of Electronic Warehouse Receipt Finance. The scope of the assignment includes:
 - (a) Creating an electronic warehouse receipt ecosystem in collaboration with Assam State Warehousing Corporation (ASWC) in Sonitpur district of Assam;
 - (b) Creating a digital warehouse receipt finance ecosystem in collaboration with ASWC and Banks/NBFCs in the state of Assam;

- (c) Exploring the possibilities of online trading of commodities through commodity (spot) exchanges.
- (d) Creating market linkage with the existing buyers within Assam and outside the State of Assam.
- (e) Training and capacity building of Project staff/ Govt staff & other related stakeholders.

(C) Activities to be performed by the CMA

6. The following activities will be performed by the CMA as a part of the service:

- (a) **Farmer sensitization:** To sensitize sufficient number of farmers in the district on acceptable crop standards/specifications (moisture, impurities, admixture, stones etc.) to be stored in the warehouse, warehousing, warehouse receipts and its benefits so as to ensure at least 600 farmers avail the facility of storing their agri produce in the specified godown and at least 300 of these farmers should avail the credit facility from commercial banks/NBFCs against electronically generated warehouse receipts. Effort will be made to ensure that all these farmers are linked to market through remunerative & timely price information. Farmer sensitization will be done involving district team of APART under intimation to ASWC and Project Coordination Unit (PCU), ARIAS Society. All records of farmer sensitization like attendance sheets, photographs shall be retained by the CMA for the purpose of reporting and verification etc. Farmer sensitization activity shall be completed **within two months of contract effectiveness.**
- (b) **Channelizing the farmers to the concerned warehouse:** After the harvest of the crop and when primary processing operations like threshing/shelling, drying, cleaning etc. have been done by the farmers, they will be encouraged to transport their Agri. produce to the godown for safe and hygienic storage depending upon current market prices and likely market prices in the future. For this adequate market intelligence, price forecast information etc. shall be provided by the CMA. At least **600 farmers** across three seasons shall be channelized to the warehouse. **This activity will be done after crop harvest in each season.**
- (c) **Weighing and testing of the agriculture produce brought for storage to the godown:** The CMA shall perform necessary operations - weighing, testing on parameters like moisture level, grain quality parameters, impurities, stones of the agriculture produce **when brought for storage** by the farmer, through adequate sampling before accepting the agriculture produce for storage in the godown.
- (d) **Issuance of electronic warehouse receipts to the farmers:** The CMA will issue the Electronic Warehouse Receipts (EWRs) to the farmers under its seal with an endorsement of the ASWC in a format acceptable to the commercial banks/NBFCs. The EWRs will be issued to all the farmers who deposit their agriculture produce in the godown **as and when the agri-produce is brought to the godown and accepted for storage.**
- (e) **Facilitating lending against warehouse receipts through banks/NBFCs:** The CMA shall forge tie ups with commercial banks/NBFCs for lending to farmers against the agriculture produce stored in the godown on the basis of electronic warehouse receipt issued to the farmers. The amount of loan shall be at-least 70% of the value of the agri produce stored in the warehouse, unless otherwise desired by the farmer.
- (f) **Providing market price data to farmers** in order to help them in taking informed hold/sell decision. The SP shall provide market information and intelligence with respect to prevailing prices of the commodity and likely price of the commodity in near future in key local, regional, national markets so that farmer can take an informed decision on whether to hold the produce in the godown or sell off. The SP shall also link the farmers to individual traders/buyers for sale of agri produce at a remunerative price. However, the discretion to sell on a particular price or to a particular buyer will be with the farmer. This information shall be **provided on an ongoing basis when farmer's produce is stored in the godown.** Convenient channels like SMS/WhatsApp/ voice call/voice message in local language shall be adopted by the SP for dissemination this information/intelligence to the farmers.
- (g) **Market linkages for stored agricultural produce:** The CMA will facilitate remunerative market linkages between the depositor farmers and traders/buyers/processors etc. Based on the attractiveness of the prices offered, the farmer can take an informed decision whether to hold the produce in the godown or sell off. It must however be ensured that there will be no forced/

persuaded sale by the farmer and the same may be verified by the Client through random beneficiary farmer surveys. The SP will also facilitate the interested farmers to sell via commodity exchanges to distant buyers, based on commodity grade/quality standards. For this, the CMA will have to arrange for necessary testing/assaying set up in the commodities under the pilot i.e. maize and mustard. The interested farmers will be facilitated for trade on commodity (spot) exchange platform by the CMA.

- (h) **Audit and dispute resolution:** The CMA shall arrange for necessary audit and inspection of the warehouse & stored goods during the period of pilot as per the prevailing regulations. Any dispute arising between the farmers & the CMA, bank & the CMA or otherwise shall be resolved amicably.
- (i) Undertaking all such activities necessary to maintain **the quality of the stored goods and prevent theft and leakages**, and perform essential duties regarding care, custody & control. This will include insurance, dis-infection services, staking, sampling, inspection, prophylactic and curative control measures for insect pests etc.
- (j) **Providing customer support services to farmers:** The CMA shall resolve the queries of the farmers and provide necessary information to the farmers in a timely manner when the goods are stored in the godown. This could be support through telephonic calls, SMS, WhatsApp messages and sorting out the walk-in queries of the farmers. This activity will be done on an **ongoing basis** when the queries from farmers are received. All the queries would be preferably resolved instantly or maximum within a period of 48 hours. For this the CMA shall designate a dedicated mobile phone number which will be provided to all the farmers and can be dialed during office hours on any day.
- (k) **Undertaking training and capacity building** programmes for the benefit of the stakeholders including the Project and ASWC staff covering among others, the following aspects:
 - i. essentials of the warehouse receipts system,
 - ii. the procedures to be followed for storing the agricultural produce,
 - iii. issuance of the warehouse receipt and
 - iv. terms and conditions for obtaining the pledge loans from the banks/ financial institutions,
 - v. loan repayment procedures,
 - vi. insurance of the stored produce,
 - vii. market information and intelligence
 - viii. market linkages

Note: *The godown will be handed over to the CMA on a lock and key model basis. The CMA shall enter into an agreement with ASWC for taking charge of the godown space for the assignment duration. The CMA to execute all warehousing operations right from receiving of goods, issuing of warehouse receipts, storage, maintaining goods and warehouse. The CMA will be responsible for collection of storage charges from farmers against the goods stored.*

(D) Initial fumigation: No stocks should be accepted in infested condition for storage into the godown. However, if necessary/exigency the stock received in infested condition, necessary remarks shall be recorded by the CMA and intimated to the Depositor immediately and immediate action should be taken to fumigate the stocks.

(E) Delivery of Stocks/Goods:

- (a) Instructions for delivery or transfer of goods shall be accepted in writing and signed by the authorized representative of Depositor.
- (b) In case delivery is to be given to any other person, (s)he shall be duly authorized and his/her signatures attested by the authorized representative of Depositor.
- (c) The delivery shall be given as per demand/priority given in writing to the CMA's authorized representative by the Depositor or his/her authorized representative.
- (d) The condition of stocks shall be examined by Depositor or his/her representative, who shall give in writing with full particulars of loss or damage / down gradation / deterioration, if any, caused to the goods, to the CMA's authorized representative or give notice within thirty working days of his examining goods otherwise it may be presumed that Depositor has no claim against the CMA for loss /damage.
- (e) For delivery of goods before and after office hours and on holidays, reasonable / prior intimation / notice shall be required to be given to the CMA's authorized representative.

(F) Storage gains/losses:

- (a) The stocks stored on account of Depositors shall be subject to monthly /periodical joint inspection reports by ASWC.
- (b) Loss and gain Statement will be submitted to the ASWC Tezpur after stocks in particular stack are completely liquidated during the month which should be jointly signed by the authorized representative of CMA & ASWC Tezpur Centre. The statement will be commodity-wise, month wise, Stack Wise.
- (c) The jointly signed above Loss and Gain Statement will be submitted by the CMA or their authorized representative by 7th of succeeding month after liquidation of stocks.
- (d) If the storage losses are beyond permissible limit as per GOI norms in vogue, CMA shall be responsible for the same and recoveries for such unjustified losses shall be made from the CMA by ASWC. In addition, this agreement also stipulates that CMA shall be fully responsible for any loss caused to the stocks of Depositor while in custody of CMA on account of fire, flood & inundation, cyclone, riots & strikes, earthquake, malicious damages, pilferage, theft, housebreaking, burglary, misappropriation etc. for which recoveries will be made from CMA on actual basis.
- (e) In case of any recovery arising due to non-conformity to the agreement with its terms and conditions, they will be recovered from the payments due or Performance Bank Guarantee as applicable.

(G) Other services to be provided:

- (a) The CMA to be engaged shall be reasonable for preservation of stocks in accordance with the Govt guidelines in force and as amended from time to time.
- (b) The CMA shall be responsible for quality cuts on account of weevils and living infestation in the stocks, if levied by the depositor at the time of taking over the stocks.
- (c) The fool-proof security arrangements shall be made by the CMA in respect of the stocks entrusted to it and in case of any defalcation/misappropriation/shortage of stocks, the CMA shall be liable to compensate the ASWC to the extent of economic cost as per GOI Cost Sheet of the stocks for relevant year.
- (d) The Joint-lock and Key system will be adopted i.e. one set of keys shall be held by the in-charge of the warehouse complex or any other official(s) authorized on this behalf and the other set of keys shall be held by the CMA's authorized representative.
- (e) The CMA shall deploy its personal to verify the correctness of the Receipt/dispatch of stocks and the Authorized representative of depositor will duly verify the entries of receipt and dispatch and correctness of weight of stocks by putting his signatures along with the employee of the ASWC in the weight check memo Register/Weighment sheets and the daily Transaction register; in addition to deploying workers for preservation of stocks and Watch & Ward thereof.
- (f) The CMA will also require purchasing all insecticides/pesticides required for maintenance of health of stocks during a particular calendar year well in advance. All insecticides/pesticides used in the godown shall adhere to Environment Management Framework (EMF) of APART available on website of ARIAS Society in the publication section. Banned chemicals shall not be used under any circumstances. The CMA shall maintain an inventory requirement of three months stocks of chemical at any given point of time.
- (g) The CMA will also have to maintain the record of the insecticides / pesticides used in the godown from time to time and also the empty containers/tubes, which will be disposed of with the prior approval of the I/c Warehouse complex or any person/officers authorized by him in a manner acceptable as per the Environment Management Framework (EMF) of the Project available at <http://www.arias.in/publication.html>

(H) Godown Procedures:

- (a) **Pre-storage:** A well-planned work is necessary in order to avoid haphazard handling of stocks and ensure proper accounting and preservation of stored materials. Therefore, before fresh stocks are received in the godown, Quality Control (QC) staff of the CMA should be fully prepared to receive it. In this connection, it should be ensured that (i) there are no leakages and all drainages are in working condition (ii) Godown is clean and disinfested (iii) Stack plan is ready (iv) Required quantity of dunnage material is available.
- (b) **Stack Plan:** The stack plan should be chalked out by bearing in mind the following points: (i) Maximum space is put to use for storage of stock. (ii) Proper alleyways are left for carrying out handling operation, inspection of stocks and their disinfestations treatment with ease and efficiency. (iii) Maximum benefit of aeration and ventilation arrangements available in the godown is drawn, as far as possible, the base area of all the stacks should be uniform as far as possible. Prescribed stack cards in Transparent natural color polythene of proper size should be kept ready for displaying on each stack. After completion of storage, prescribed stack wise register will be maintained for inspection and disinfestations treatment for stocks.

- (c) **Check up for leakages/ seepages:** In order to avoid the possibility of damage to the material to be stored, the QC Staff of the CMA should check up that there will be no leakage from platform or walls during monsoon and that floor does not suffer from seepage. The godown should be in perfect repairs. If there are any rat borrows, rodenticide should be introduced and holes plugged with clay. After 24 Hours the clay should be removed, openings plugged with cement mixed with pieces of broken glass.
- (d) **Cleanliness and Disinfestations:** The godown should be thoroughly swept and cleaned regularly. If there is any suspicion of infection, it should be disinfested with permissible chemicals. All cobwebs on the wall roof, alleyway & bags should be removed regularly and bags should be properly brushed and cleaned. No loose grains should lie on the floor
- (e) **Aeration:** Doors, Windows and ventilators of the godown should be kept open on clear/dry/sunny days for aeration
- (f) **Brushing of Bags before Spraying / Fumigation:** Before stocks are dusted or sprayed, bags should be brushed as this helps to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation, the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.
- (g) **Brushing of Bags before Spraying / Fumigation:** Before stocks are dusted or sprayed, bags should be brushed as this helps to remove the collected dust, webs, cocoons, eggs etc. that might be sticking to the bags. After fumigation, the bags should also be brushed thoroughly to remove dead pest and residue of fumigant.
- (h) **Fortnightly Inspection:** Godown and stocks should be thoroughly inspected at least once a fortnight. During rains the inspection should be more frequent. Inspection should consist of: (i) Checking godown walls, platform and floor. (ii) Checking peripheral, top and bottom layer bags in case of bag storage (iii) Checking of representative sample of each stack. (iv) Checking stacks of different depths/sides in case of bulk storage.

(I) Facilities to be provided by the Client:

1. The following accessories shall be made available to the Service Provider Agency for use during the assignment-i) Dunnage material sufficient for 1500 MT storage, ii) Weighing Facility up to 1 MT, iii) Power Sprayer (1), iv) Fumigation Cover- sufficient for 1500 MT stored Agri. Produce, v) Sand Snakes (100 nos.), vi) Ladder (1), vii) Sieve Set (1), viii) Hand Trolley (1), ix) Fire Extinguishers (2)- one for each shutter, x) Grain Quality kit (1), xi) Heavy duty Ropes (2) of 15 m each, xi) Internet connectivity – either through LAN or data card etc.
2. **Common resources:** The following facilities/resources will be for common use of the staff of ASWC and CMA & will be provided by the ASWC:
 - a) Sweepers/ cleaners
 - b) Security guard for the warehouse complex
 - c) Functional Toilets

(J) Facilities/ accessories to be arranged by CMA: Other requirements for successful completion of the assignment e.g. trained & qualified manpower, computers/ laptops, printer, scanner, stationery & consumables etc shall be arranged by CMA and they should quote their costs accordingly. The following items shall be necessarily provided by CMA

- a. Locks (2) with 2 keys for each lock (seven levers)
- b. Moisture meter- crusinging type (2)
- c. Pokers (parkhi)- good quality iron make (2)
- d. Sample bags (24)
- e. Thermometer (1)
- f. Chemicals sufficient for 1500 MT storage

(K) Manpower to be deployed: Following is the minimum essential manpower to be deployed by the CMA for successful completion of the assignment-

Sl*	Position	Qualification & Experience	Indicative Role in assignment	Time input (months)
K-1	Team Leader &	Post-Graduate/MBA in Agribusiness/ Agribusiness	1. Overall supervision and guidance of the team for the consultancy assignment	3

SI*	Position	Qualification & Experience	Indicative Role in assignment	Time input (months)
	Collateral Management Specialist (TL&CMS)	<p>Management /Agricultural Marketing & Cooperation/ Agribusiness Economics or a closely related field from any recognized University/ approved Institution. Course in Agri Warehousing Management (AWM) will be an added advantage.</p> <p>At least 10 years of professional experience in agribusiness agricultural (output) marketing, commodity trading, warehousing, collateral management and related activities.</p> <p>Fluency in Hindi and English, knowledge of local language will be an advantage</p>	<p>work.</p> <ol style="list-style-type: none"> 2. Shall act as a touch point for all correspondence from the Client. 3. Shall ensure timely submission of all reports 4. Addressing the queries of client (if any), during the assignment 5. Providing inputs on collateral management side, electronic Warehouse Receipts (e-WRs), trade specifications of commodities, assaying facilities and certifications, legal, policy matters etc. 	
NK -1	Godown Manager	<p>Graduate in any field from any recognized University/ approved Institution. Diploma in material management will be an added advantage</p> <p>At least five years of professional experience warehouse management, particularly of agricultural commodities</p> <p>Fluency in Hindi and English, knowledge of local language will be an advantage</p>	<ol style="list-style-type: none"> 1. Proper management, maintenance of the allocated godown 2. To ensure that day to day activities of the godown are as per plan and as per the contract agreement signed with ASWC 3. Ensure that stocks are sampled, tested, inwards and stacked as per the set protocol 4. Taking up cleaning, dis-infection of the godown as required 5. Maintaining a database of farmers availing the warehouse services along with phone numbers, addresses and other relevant information 6. Keeping a track of no of warehouse receipts issued, loans facilitated, repaid etc. 7. Providing market price information, market linkages etc. to beneficiary farmers 8. Any other related task assigned by the Team Leader 	24
NK -2	Analyst	<p>Graduate in any field from any recognized University/ approved Institution. Diploma in Laboratory testing will be an advantage</p> <p>At least three years of professional experience in sampling and testing of agricultural commodities.</p> <p>Fluency in Hindi and English, knowledge of local language</p>	<ol style="list-style-type: none"> 1. Taking samples from agricultural produce brought for storage by the farmers 2. Carrying out various tests eg moisture tests etc. and providing the results to the farmers 3. Acceptance/ rejection of the agricultural produce for storage based on the results of testing 4. Ensuring that all testing machines/ instruments are properly calibrated and are in running/ functional conditions 5. Maintaining all reports of testing and 	24

SI*	Position	Qualification & Experience	Indicative Role in assignment	Time input (months)
		will be an advantage.	<p>providing to Team Leader/ Competent Authority as and when required.</p> <p>6. Taking random samples from stored produce and testing as authorized</p> <p>7. Any other related task assigned by the Team Leader</p>	
NK-3	Training and capacity building Expert	<p>Graduate in any field from any recognized University/ approved Institution. Diploma/ certification in training and capacity building would be added advantage.</p> <p>At least three years professional experience in training and capacity building activities.</p> <p>Fluency in Hindi and English, knowledge of local language will be an advantage.</p>	<p>1. To sensitize farmers in the on acceptable crop standards/ specifications (moisture, impurities, admixture, stones etc.) to be stored in the warehouse, warehousing,</p> <p>2. Training of farmers on benefits of warehouse receipts.</p> <p>3. Making logistics arrangements for trainings of farmers</p> <p>4. Preparation and circulation of study materials for the farming trainings in local language</p> <p>5. Preparation of presentations for the training sessions</p> <p>6. Maintaining record of all trainings conducted including beneficiary list, attendance sheets, photographs, feedback forms etc.</p> <p>7. Any other task assigned by the Team Leader</p>	2

*K=Key Expert; NK= Non Key Expert

SECTION III

AGENCY PROFILE (On Agency's Letter Head)

Sl. No.	Details	Attached Proof (Yes/No) (Also mention Page No.)
1)	Name of the Agency	
2)	Type of Firm: Proprietary/Partnership/Pvt. Ltd, Public Ltd Company etc.	
3)	5 years of establishment	
4)	PAN Number	
5)	GST Number	
6)	Name of Authorized Person with designation, email id & Mob. No.	
7)	Bank Details	
8)	Turnover of the agency (duly audited by CA) for last three financial Years i.e. (2017-18, 2018-19 & 2019-20)	

Signature:

Full name and designation:

Date:

(Seal of the Agency)

SECTION-IV
Technical Evaluation Criteria

Sl. No.	Eligibility Criteria	Supporting Document Required	Yes/No (Also mention Page No.)
1)	The Agency should have been in existence for the last five (5) years. (FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21)	Certificate of registration/ Incorporation	
2)	The Agency should have valid PAN Card	Issued by appropriate authority	
3)	The Agency should have valid GST Registration	Issued by appropriate authority	
4)	Annual turnover during each of the last three financial years should not be less than Rs. 60.00 Lakh. (FY 2018-19, 2019-20 & 2020-21)	Statements duly certified by Chartered Accountant	
5)	The agency should not be a loss-making agency, as per the Bidder's financial statements/Profit & Loss Statements of last 3 years. (FY 2018-19, 2019-20, 2020-21)	Profit & Loss & Balance sheets of the last three years or a certificate by CA	
6)	The agency should have experience of doing business with govt./private sector in collateral management for minimum five years (FY 2016-17, 2017-18, 2018-19, 2019-20 & 2020-21)	Copy of work orders	
7)	The agency should not be blacklisted/debarred/suspended/banned from business dealing by the world bank/any Ministry/Department of State/ Central Government/PSU/Private sector as on date of filling the responses of this RFQ	Self-declaration on official Letter Head	
8)	Name of employees with designation to be associated with this work, if awarded.	1) mention designation, qualification, yrs. of experience 2) Key assignments handled 3) Availability for assignment, on signing of contract agreement	

SECTION-V
Payment Terms

1. The following will be schedule of deliverables, timelines and payments

Sl.	Deliverable/output	Effective Date from contract signing (months)	% payment
A	Preliminary		
1	Work plan & inception report*	1	10%
2	Farmer sensitization (supported by attendance sheet along with phone numbers of attendee farmers and group photos, random checks may be made by the client)	2	
3	Report on deliverable A	3	15%
B	Season-1: (1st rabi harvest)		
1	200 nos of Electronic Warehouse Receipts (EWRs) issued	3-9 months	
2	100 nos of loans facilitated to farmers against EWRs		
3	Market prices to farmers, Market linkages for stored agricultural produce		
4	Report on deliverable B	9	15%
C	Season-2: 1st kharif harvest		
1	200 nos of Electronic Warehouse Receipts (EWRs) issued	9-15 months	
2	100 nos of loans facilitated to farmers against EWRs		
3	Market prices to farmers, Market linkages for stored agricultural produce		
4	Report on deliverable-C	15	15%
D	Season-3: (2nd rabi harvest)		
1	200 nos of Electronic Warehouse Receipts (EWRs) issued	15-21 months	
2	100 nos of loans facilitated to farmers against EWRs		
3	Market prices to farmers, Market linkages for stored agricultural produce		
4	Report on Deliverable-D	21	15%
E	Final report	24	30%

***Work Plan & Inception Report:** The CMA shall submit a work plan for the service within one month from the contract effectiveness. The work plan shall cover service planning and preparation, detailed methodology to meet the scope of the work including personnel to be mobilized for deployment, scheduling of various activities to be carried out for completion of different stages of the assignment within the stipulated time schedule. Service responsibilities and work schedule along with a roadmap for timely completion of various activities, formats for data collection, documents/ presentations to be used for farmer sensitization. The CMA shall carry out the modification if required in the work plan based on the client's observations and comments.

Other service reports will be submitted as per the schedule of deliverables mentioned above. The reports should clearly mention the status of deliverables achieved. The client may ask for a presentation on the reports before acceptance. Random checks through field visits/surveys may be made by the client or their authorized representatives to verify the claims made in the report. In case of any shortfall in the deliverables, proportionate deduction in payment will be made.

Acceptance of reports/documents by the Client may take 15 days. In case of any queries by the Client, same will have to be addressed within the stipulated time.

SECTION-VI
Quotation Forms

Letter of Quotation–Technical Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.: *[insert identification]*

Our Reference: No..... Dated.....

To:

The Managing Director (MD),

Assam State Warehousing Corporation (Head Office)

Christian Basti, Guwahati, Assam –05

Subject: Request for Quotation (RFQ) for hiring of a Collateral Management Agency (CMA) for conducting Electronic Warehouse Receipt Financing on pilot basis under APART.

Sir,

1. We, the undersigned, hereby submit our Quotation in two parts, namely:

- (a) Technical Part; and
- (b) Financial Part

2. In submitting our Quotation, we make the following declarations:

- (a) **No reservations:** We have examined and have no reservations to the RFQ Document;
- (b) **Conformity:** We offer to provide service in conformity with the RFQ Document and in accordance with the Delivery Schedules for the Related Services;
- (c) **Quotation Validity Period:** Our Quotation shall be valid for the period of 60 days, from the deadline fixed for the Quotation submission;
- (d) **Eligibility:** We meet the eligibility requirements and have no conflict of interest, we are not participating in more than one quotation in this bidding process, and we have not been temporarily suspended or debarred by the World Bank or blacklisted or suspended the Central or any State Government;
- (e) **Fraud and Corruption:** We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any type of corrupt, fraudulent, collusive, coercive, or obstructive practices; and we will strictly observe the laws against fraud and corruption in force in India namely, "Prevention of Corruption Act 1988."

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

Letter of Quotation–Financial Part

The Bidder must prepare the Letter of Quotation on stationery with its letterhead clearly showing the Bidder's complete name and address. The italicized text is for Bidder's guidance in preparing these forms and shall be deleted from the final products.

RFQ No.: *[insert identification]*

Our Reference: No..... Dated

To:

The Managing Director (MD),
Assam State Warehousing Corporation (Head Office)
Christian Basti, Guwahati, Assam – 05

Subject: Request for Quotation (RFQ) for hiring of a Collateral Management Agency (CMA) for conducting Electronic Warehouse Receipt Financing on pilot basis under APART.

Sir,

1. We, the undersigned, hereby submit the second part of our Quotation, the Financial Part. In submitting our Financial Part we make the following additional declarations:
 - (a) Our Quotation shall be valid for the period of 60 days from the deadline fixed for the Quotation submission;
 - (b) The total price of our Quotation, including any unconditional discounts offered is:
Total price of the Quotation ***[insert the total price of the quotation including GST and any other taxes, which will be payable on the finished services, in words and figures];***
 - (c) **Commissions, gratuities and fees:** We have paid, or will pay the following commissions, gratuities, or fees with respect to the Bidding process or execution of the Contract: *[insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity. If none has been paid or is to be paid, indicate "none."]*

Yours faithfully,

Authorized Signature

Name & Title of Signatory _____

In the capacity of *[insert legal capacity of person signing the Letter of Quotation]*

Name of Bidder _____

Address _____

Dated on _____ day of _____, _____ *[insert date of signing]*

Price Schedule

Sl.	Particulars	Unit	Quantity	Rate per Month/Unit Rate (In Rs)	Total Price exclusive of GST (In Rs)	GST and other taxes Payable (In Rs)	Total Price inclusive of GST (In Rs)
1	Remuneration of Team Leader & Collateral Mgt Splt	Man-Months	3				
2	Remuneration of Non Key Staff-Godown Manager	Man-Months	24				
3	Remuneration of Non Key Staff-Analyst	Man-Months	24				
4	Remuneration of Non Key Staff-Training & Capacity Building Expert	Man-Months	24				
5	Sensitization of Farmers- min.1000 farmers to be sensitized. (Including Venue Cost, Leaflets etc.)	No.	1000				
6	Office Equipment Charge (Computer with Antivirus, Printer & Scanner)	Set	2	-			
7	Minor Office Refurbishments (Furniture/Cabinet etc.)	No.	LS				
8	Communication Cost (Phone/ Internet)	Per Month	24				
9	Operating Expenses-office running, refreshments etc.	Per Month	24				
10	Stationery Cost (Questionnaire/Receipt/Report Printing, Photocopy etc.)	Per Month	24				
11	Good quality Levers	No.	7				
12	Lock with Key (Two sets of Key for each Lock)	Sets	4				
13	Moisture Meter – Crushing Type	No.	2				
14	Pokers (Parkhi) (Iron make)	No.	2				
15	Sample Bags	No.	24				
16	Thermometer	No.	1				
17	Chemicals sufficient for 1500 MT* storage	Kg/Lt	--				
18	Miscellaneous Expenses	No.	LS				
Total (In Rs)							
Total in Words							

Note: The godown will be handed over to the CMA on a lock and key model basis. The CMA shall enter into an agreement with ASWC for taking charge of the godown space for the service duration. The CMA is to execute all warehousing operations right from receiving of goods, issuing of warehouse receipts, storage, maintaining goods and warehouse. The CMA will be responsible for collection of storage charges from farmers against the goods stored.

APPENDIX - I
Performance Security - Bank Guarantee
[Guarantor letterhead]
(To be given from a nationalized or scheduled bank in India)

Performance Guarantee No..... *[insert guarantee reference number]*

Date.....*[insert date of issue of the guarantee]*

To: _____ *[name of Employer]*

_____ *[address of Employer]*

WHEREAS _____ *[name and address of Service Provider]* (hereinafter called "the Applicant") has undertaken, in pursuance of Contract No. ____ *[insert reference number of the contract]* dated _____ *[insert date]* to execute _____ *[insert name of Contract and brief description of the Non-Consulting Services]* (hereinafter called "the Contract");

AND WHEREAS it has been stipulated by you in the said Contract that the Applicant shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Applicant such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Applicant, up to a total of _____ *[amount of guarantee]* _____ *[in words]*, such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ *[amount of guarantee]* as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Applicant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Non-Consulting Services to be performed thereunder or of any of the Contract documents which may be made between you and the Applicant shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until (i.e.) 28 days after the expected completion date as described in the RFQ document and any demand for payment under it must be received by us at this office on or before that date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____

Note: All italicized text (including footnotes) is for use in preparing this form and shall be deleted from the final product.