

**REQUEST FOR PROPOSAL
(ONLY THROUGH E-TENDERING MODE)**

FOR

**APPOINTMENT OF CONSULTANT
TO PROVIDE
AGRICULTURAL MARKET INTELLIGENCE AND
INTERVENTION STRATEGIES
IN
THE STATE OF ANDHRA PRADESH**

**AGRICULTURAL MARKETING DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH**

Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (A.P).

Website: <http://market.ap.nic.in> / email: seamap2017@gmail.com / Cell: 9182361172

SCHEDULE OF BIDDING PROCESS AND KEY DATES

**Appointment of Consultant to Provide Agricultural Market Intelligence & Intervention
Strategies in the State of AP for
Agricultural Marketing Department, Government of Andhra Pradesh**

S. No	Event Description	Date	Time
1	RFP downloadable from e-procurement website http://tender.apecurement.gov.in	26.09.2019	11.00 am
2	Last date for submission of queries through email on seamap2017@gmail.com	02.10.2019	11.00 am
3	Pre-bid Meeting	03.10.2019	03.00 pm
4	Reply to Queries	04.10.2019	05.00 pm
5	Last date for submission of Bid	10.10.2019	03.00 pm
6	Opening of “other submissions and bid security and technical proposals”	10.10.2019	04.00 pm
7	Presentation by bidders	11.10.2019	11.00 am
7	Opening of financial proposals	11.10.2019	04.00 pm
10	Issue of “Letter of Award” (LoA)	12.10.2019	05.00 pm
11	Last date for signing Agreement	19.10.2019	05.00 pm

**AGRICULTURAL MARKETING DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH**

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DISCLAIMER

The information contained in the Request for Proposal (RFP) document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Agricultural Marketing Department Government of Andhra Pradesh, (herein after, AMD-GoAP) is provided to Applicants on the terms and conditions set out in the RFP and such other terms and conditions subject to which such information is provided.

The RFP is not an agreement and is neither an offer nor invitation by the AMD-GoAP to the prospective Applicants or any other person.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depends upon the interpretation of law. The information given is not 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 in the law expressed herein.

AMD-GoAP also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any applicant upon the statements contained in this RFP. AMD-GoAP may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RFP.

The issue of the RFP does not imply that AMD-GoAP is bound to select any Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and AMD-GoAP reserves the right to reject all or any of the proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by AMD-GoAP or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and AMD-GoAP 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 Proposal, regardless of the conduct or outcome of the selection Process.

AMD-GoAP and/or its officers, employees disclaim all liability from any loss or damage, whether foreseeable or not, suffered by any person acting on or refraining from acting because of any information including statements, information forecast, estimates or projections contained in this document or conduct ancillary to it whether or not the loss or damage arises in connection with any omission, negligence, default, lack of care or misrepresentation on the part of AMD-GAP and / or any of its officers, employees.

Section - 1

Letter of Invitation

**AGRICULTURAL MARKETING DEPARTMENT
GOVERNMENT OF ANDHRA PRADESH
Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (AP)**

Website: <http://market.ap.nic.in> / email: seamap2017@gmail.com / Cell: 9182361172

Sir/Madam,

Sub: Appointment of Consultant to Provide Agricultural Market Intelligence & Intervention Strategies in the State of Andhra Pradesh - Reg

The Agricultural Marketing Department, Government of Andhra Pradesh, requires consultancy services of an agency to Provide Agricultural Market Intelligence & Intervention Strategies in the State of Andhra Pradesh for a Period of Three Years from the date of signing of contract during FY-2019-20, FY 2020-21 and FY 2021-22. More details on the services solicited are provided in the Terms of Reference in this Request for Proposal (RfP) document.

Interested agency/organizations/Universities/ Research Institutes/ Policy Think Tanks are invited to participate in the bid procurement process and can download the RfP from <http://tender.apecurement.gov.in>. Prospective Bidders can submit their Proposal as per the attached RFP document.

The department shall select a consultant as per the procedure described in the RfP. You may submit your proposal online at <http://tender.apecurement.gov.in> and hard copies of the uploaded proposals may be sent in a sealed cover, addressed to The Superintending Engineer, Office of the Special Commissioner & Director, Agricultural Marketing Department, Government of Andhra Pradesh, Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (A.P) on or before 3.00PM on 10.10.2019 as per the attached RFP document. You may read detailed instructions for bidders at <http://tender.apecurement.gov.in> before uploading the proposal online.

The proposal (RfP) can also be downloaded from this site. It is mandatory for consultants to submit proposal online within stipulated time failing which the proposal are liable to be rejected. AMD-GoAP also reserves the right to accept or reject any or all the offers without assigning any reasons thereof.

Yours faithfully,

Special Commissioner & Director of Agri. Marketing

Encl: RFP

Section - 2

Instructions to Consultant

Instructions to Consultant

Part – 1

1. Definitions

- a) Employer or AMD-GoAP means Agricultural Marketing Department, Government of Andhra Pradesh who has invited bids for consultancy services with whom the selected Consultant signs the Contract for the Services and to whom the selected consultant shall provide services as per the terms and conditions and Terms of Reference (ToR) of the contract.
- b) “Consultant” means any entity or person or associations of person who submits their proposals to provide the Services to the Employer under the Contract.
- c) “Contract” means the Contract signed by the Parties for this assignment
- d) “Project specific information” means such part of the Instructions to Consultants used to reflect specific project and assignment conditions.
- e) “Day” means calendar day.
- f) “Government” means the Government of Andhra Pradesh
- g) “Instructions to Consultants” means the document which provides information to prospective applicants/ Consultants with all information needed to prepare their proposals.
- h) “Personnel” means professionals and support staff provided by the Consultant or by any Sub-Consultant and assigned to perform the Services or any part thereof;
- i) “Proposal” means the Technical Proposal and the Financial Proposal.
- j) “RfP” means the Request for Proposal prepared by the Employer for the selection of Consultants.
- k) “Assignment/ job” means the work to be performed by the Consultant pursuant to the Contract.
- l) “Terms of Reference” (ToR) means the document included in the RfP as Section 5 which explains the objectives, scope of work, activities, tasks to be performed, respective responsibilities of the Employer and the Consultant, and expected results and deliverables of the Assignment/job.

2. Introduction

- 2.1 The Agricultural Marketing Department, Government of Andhra Pradesh wishes to engage services of a Consultant to Provide Agricultural Market Intelligence & Intervention Strategies in the State of Andhra Pradesh for a Period of Three Years from the date of signing of contract during FY-2019-20, FY 2020-21, and FY 2021-22.

2.2 The Consultant is broadly expected to:

- a) Monitoring of prices of agricultural commodities produced across the state.
- b) Price forecasting for all commodities till at least 3 months ahead by analysis of all relevant data including but not limited to production and arrivals.
- c) In case extremely low prices are expected, suggest suitable actions for stabilizing the prices- including but not limited to exploring alternative markets, e-commerce, linking to global supply chain etc.
- d) In case market intervention by the government is required, suggesting the form of intervention and best time to implement it.
- e) Business consultancy with regard to the optimal utilization of PSF and stocks held by the government or any of its designated agencies, with the purpose of minimizing losses, mitigating market risk, possibilities of value addition and disposal of stocks.
- f) Identification of suitable counterparties and service providers and defining terms of trade.
- g) Any other related tasks that may be assigned from time to time.

2.3 The date, time and address for submission of the proposal have been given in Part II Data Sheet.

2.4 The Consultants are invited to submit their Proposal, for consultancy assignment/job named in the Part II Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed Contract with the selected Consultant.

2.5 Consultants should familiarize themselves with local conditions and take them into account in preparing their Proposals. If any clarification is required on any clause/condition of the RfP, the same may be forwarded within the prescribed time period i.e. before the 'last date for queries' to the Employers' representative.

2.6 Consultants shall bear all costs associated with the preparation and submission of their proposals and contract negotiation. The Employer is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to award of the Contract without thereby incurring any liability to the Consultants.

3. Clarification and Amendment of RfP Document

3.1 Consultants may request a clarification /query on any clause of the RfP document within the timeframe indicated in the Part II Data Sheet. Any request for clarification must be sent in writing or e-mail to the Employer's address/email indicated in the Part II Data Sheet. The Employer will respond in writing or by e-mail and post all such clarifications through email seamap2017@gmail.com before 3.10.2019 at 3 pm.

- 3.2 At any time before the submission of proposals, the Employer may amend the RfP by issuing an addendum in writing or at bidding site. The addendum shall be binding on all Consultants. Consultants shall acknowledge receipt of all such amendments. To give the Consultant reasonable time in which to take an amendment into account in their proposals, the Employer may, if the amendment is substantial, extend the deadline for the submission of proposal.
- 3.3 Pre-bid meeting as per the date indicated in the document will be convened to clarify any concerns bidders may have with the solicitation documents, scope of work and other details of the requirement. This meeting will be formal and the results of the pre-bid meeting will be made available in writing to all prospective bidders and through email seamap2017@gmail.com before 3.10.2019 at 3 pm.

4. Conflict of Interest

- 4.1 The Employer requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.
- 4.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:
- a) **Conflicting Activities:** A consultant or any of its affiliates selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project, if the consultancy or any of its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the employer.
 - b) **Conflicting Assignment/job:** A Consultant (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Consultant to be executed for the same or for another Employer.
- 4.3 **Conflicting Relationships:** A Consultant that has a business or family relationship with a member of the Employer's staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Employer throughout the selection process and the execution of the Contract.
- 4.4 Consultants have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of their Employer, or that may reasonably be perceived as having this effect. Any such disclosure shall be made as per the forms of technical proposal provided herewith. If the Consultant fails to disclose said situations and if the Employer comes to know about any such situation at any time, it may lead to the disqualification of the Consultant during bidding process or the termination of its contract during execution of the assignment.

5. Unfair Advantage

If an applicant/bidder could derive a competitive advantage from having provided consultancy assignment/job related to the assignment/job in question, and which is not defined as conflict of interest as per para above, the Employer shall make available to other prospective bidders with all information that would in the respect give such applicant /bidder any competitive advantage over competing Consultants/bidders.

6. Proposal

Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, such proposals shall be disqualified.

7. Proposal Validity

Part II Data Sheet indicates how long Consultants' proposals must remain valid after the submission date. During this period, Consultants shall maintain the availability of professional staff nominated in the proposal and also the financial proposal unchanged. The Employer will make its best effort to complete negotiations within this period. Should the need arise; however, the Employer may request Consultants to extend the validity period of their proposals. Consultants who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal and their financial proposal; Consultants could submit new staff replacement, which would be considered in the final evaluation for award of the contract. Consultants who do not agree have the right to refuse to extend the validity of their Proposals. Under such circumstance, the Employer shall not consider such Proposal for evaluation.

8. Preparation of Proposal

8.1 The proposal as well as all related correspondence exchanged by the Consultants and the Employer shall be written in English language, unless specified otherwise.

8.2 In preparing their Proposal, Consultants are expected to examine in detail the documents comprising the RfP. Material deficiencies in providing the information requested may result in rejection of a Proposal.

8.3 While preparing the Technical Proposal, Consultants must give particular attention to the following:

- a) The duration of the assignment and number of Professional staff months for the Assignment/job. The Proposal shall be based on number of Professional staff months or budget estimated by the Consultants. While making the Proposal, the Consultant must ensure that they proposes the minimum number and type of experts as sought by the Employer, failing which the proposal shall be considered as non-responsive.

- b) Alternative professional staff shall not be proposed and only one curriculum vitae (CV) may be submitted for each position mentioned.

8.4 Depending on the nature of the assignment/job, Consultants are required to submit a Technical Proposal (TP) in forms provided in Section -3. Part II Data Sheet in Section – 2 indicates the format of the Technical Proposal to be submitted.

Submission of the wrong type of Technical proposal will result in the Proposal being deemed non-responsive. The Technical Proposal shall provide the information indicative in the following para from (a) to (f) using the attached Forms (Section 3). Form TECH-1 in Section – 3 is a sample letter of technical proposal submission, which is to be submitted along with the technical proposal.

- a) A brief description of the consultant’s organization will be provided in Form TECH-2 (Section-3). In the same form, the Consultant will provide details of experience of assignments which are similar to the proposed assignment/job as per the TOR. For assignment/job, the outline should indicate the names of Professional staff who participated, nature and duration of the assignment/job, contract amount, and consultant’s involvement. Information should be provided only for those assignment/jobs for which the Consultant was legally contracted by an Employer as a corporation or as one of the major firm/entity within a joint venture. Assignment/jobs completed by individual professional staff working privately or through other consulting consultancy cannot be claimed as the experience of the Consultant, or that if the Consultant’s associates, but can be claimed by the Professional staff themselves in their CVs. Consultants should substantiate the claimed experience along with the proposal and must submit letter of award/ copy of contract for all the assignments mentioned in the proposal.
- b) Comments and suggestions on the Terms of Reference (ToR) including workable suggestions that could improve the quality/ effectiveness of the assignment/job/ (Form TECH of Section 3)
- c) A description of the approach, methodology and work plan for performing the assignment/ job covering the following: technical approach and methodology, work plan, project organization and availability of experts, and transfer of knowledge/training. Guidance on the content of this section of the Technical Proposals is provided under Form TECH -4 of Section 3. The work plan should be consistent with the Work Schedule (Form TECH-7 of Section 3) which will be shown in the form of a Gantt chart the timing for each activity.
- d) The list of the proposed Professional staff team by area of expertise, the position that would be assigned to each staff team member and their tasks to be provided in Form TECH-5 of Section 3.
- e) CVs of the Professional staff as mentioned in para 8.4(d) above signed by the staff themselves or by the authorized representative of the Professional Staff (Form TECH-6 of Section 3).

- f) Estimates of work schedule should be given in Form TECH-7 of Section 3. Information relating to “conflict of interest” should be furnished in Form TECH-8 of Section 3.

Technical Proposal shall not include any financial information. Technical Proposal containing financial information may be declared non-responsive.

Financial Proposals: The Financial Proposal shall be prepared using the prescribed Forms (Section 4). It shall list all costs associated with the assignment/job, including (a) remuneration for staff and (b) reimbursable expenses, indicated in the Part II Data Sheet. If appropriate, these costs should be broken down by activity. The financial proposal shall be rejected summarily, if found not in the prescribed forms.

9. Taxes

The Consultant shall fully familiarize themselves about the applicable domestic duties and taxes on amounts payable by the Employer under the Contract. All such duties and taxes must be included by the consultant in the financial proposal.

10. Currency

Consultant shall express the price of their assignment/job in Indian Rupees (INR) only.

11. Earnest Money Deposit (EMD) and Performance Guarantee

11.1 Earnest Money Deposit

- a) An earnest money of Rs.5,00,000 (Rupees Five lakh only) in the shape of bank draft/demand draft in favour of The Superintending Engineer, Agricultural Marketing Department, GoAP payable at Guntur in the technical bid.
- b) Proposals not accompanied by EMD shall be declared as nonresponsive.
- c) No interest shall be payable by the Employer for the sum deposited as EMD.
- d) The EMD of the unsuccessful bidders would be returned back within seven days of signing of the contract with the selected bidder/consultant.

11.2 Forfeiture of EMD

The EMD shall be forfeited by the Employer in the following events:

- a) If the proposal is withdrawn during the validity period or any extension agreed by the Consultant thereof.
- b) If the proposal is varied or modified in a manner not applicable to the Employer after opening of Proposal during the validity period or any extension thereof.
- c) If the consultant tries to influence the evaluation process.

12. Performance Guarantee

The selected consultant shall be required to furnish a Performance bank Guarantee equivalent to 5% of the contract value rounded off to the nearest thousand Indian Rupees in the form of an unconditional and irrevocable bank guarantee from a scheduled commercial bank in India in favour of Superintending Engineer, Agricultural Marketing Department, GoAP payable at Guntur for the period of contract with 60 days claim period beyond the completion of all contractual obligations. The bank guarantee must be submitted after award of contract but before signing of the consultancy contract. The successful bidder has to renew the bank guarantee on same terms and conditions for the period up to contract including extension period, if any. Performance Guarantee would be returned only after successful completion of tasks assigned to them and only after adjusting/recovering any dues recoverable/payable from/by the Consultant on any account under the contract. On submission of performance guarantee and after signing of the contract, EMD would be returned.

13. Submission, Receipt and opening of Proposal

The original proposal, both Technical and Financial shall contain no interlineations or overwriting. Submission letters for both Technical and Financial Proposals should be in the format of TECH-1 of Section 3, and FIN-1 of Section 4 respectively.

An authorized representative of the Consultants shall initial all pages of the original Technical and Financial Proposals. The signed Technical and Financial Proposals shall be marked "ORIGINAL".

The original and three copies of the Technical Proposal shall be placed in a sealed envelope clearly marked "TECHNICAL PROPOSAL". Similarly the original Financial Proposal shall be placed in a separate sealed envelope clearly marked "FINANCIAL PROPOSAL" followed by the name of the project. The envelopes containing the Technical proposals, Financial Proposals and EMD shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, and reference number clearly marked "DO NOT OPEN BEFORE TIME (time and date of the opening indicated in the data sheet)". The Employer shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This may lead to rejection of the Proposal. If the Financial Proposal is not submitted in a sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.

The proposals must be submitted in person to the addressee indicated in the Data Sheet and received by the Employer not later than the time and the date indicated in the Data Sheet, or any extension to this date in accordance with the para 7. Any proposal received by the Employer after the deadline for the submission shall be returned unopened. Technical Proposals will be opened on the date and time indicated in Part II Data Sheet in the presence of the representatives of the Consultants who wish to attend.

14. Proposal Evaluation

From the time the proposals are opened to the time the contract is awarded, the consultants should not contact the Employer on any matter related to its Technical and/or Financial Proposal. Any effort by Consultants to influence the Employer in the examination, evaluation, ranking of proposals, and recommendation for award of contract may result in the rejection of the consultants' proposal.

The Employer has constituted a Bid Evaluation Committee (BEC) for selection of the Consultant which will carry out the evaluation process Evaluation of Technical Proposals: The BEC shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference (ToR) and by applying the evaluation criteria and sub-criteria in Clause 13 of part II of Section 2 - Instruction to Consultants. In the first stage of evaluation, a proposal shall be rejected if it is found deficient as per the requirement indicated for responsiveness of the proposal. Only responsive proposals shall be further taken up for evaluation. Evaluation of the technical proposal will start first and at this stage the financial bid (proposal) will remain unopened. The qualification of the consultant and the evaluation criteria for the technical proposal shall be as defined below.

14.1 Criteria for Evaluation of Technical Proposal:

The criteria defined in Clause 13 of part II of Section 2 – Instruction to Consultants would be followed for evaluation of technical proposals. Only applicants obtaining a total score of 70 (on a maximum of 100) or more on the basis of criteria for evaluation given below would be declared technically qualified.

Financial proposals of only those consultants which are declared technically qualified shall be opened publicly, on the date and time specified in the Data sheet, in the presence of the consultants' representatives who choose to attend. The name of the consultants, their technical score (if required), and their Financial Proposal shall be read aloud.

14.2 Method of Selection:

In deciding the final selection of the consultant, the technical quality of the proposal will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those consultants who qualify technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial scores that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%. For working out the combined score, the employer will use the following formula:

Total points: $[(0.7 \times TS) + (0.3 \times (100 \times (L1 \text{ FB}/ \text{FB})))]$, where

- TS stands for Technical Score,
- L1 Financial Bid of the Financial Proposal,
- FB stands for Financial Bid of the Financial Proposal of respective bidders.

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

Example: if in response to this RFP, three proposals, A, B & C were received and the Bid Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120= 83$ points B: $100/100= 100$ points C: $100/110= 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86.0$

Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.

The short-listed Consultants will be invited to present their proposals before the BEC.

The BEC will correct any computation errors. When correcting computational errors, in case of discrepancy between a partial amount and the total amount, or between words and figures, the former will prevail. In addition to the above corrections the items described in the technical Proposals but not priced, shall be assumed to be included in the prices of other activities of items. In case an activity of line items is quantified in the Financial Proposal differently from technical proposal, no corrections will be allowed to the Financial Proposal.

After opening of financial proposals the consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

15 Negotiations

Financial Negotiations: Negotiations, if considered necessary, shall be held only with the consultant who shall be placed as H- 1 bidder after combined evaluation of the Technical and Financial Proposal. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the consultant. Date and Time for negotiation shall be communicated to the H-1 consultant. Representatives conducting negotiations on behalf of the consultant must have the written authority to negotiate and conclude the contract.

16. Award of Contract

After completing negotiations the Employer shall issue a Letter of Award to the selected Consultant and promptly notify all other consultants who have submitted proposals about the decision taken.

The consultant will sign the contract after fulfilling all the formalities/pre-conditions (contract to be signed after the selection of consultant), as per Schedule of Bidding date.

The Consultant is expected to commence the assignment/ job on the date specified in the Part II Data Sheet.

17. Confidentiality

Information relating to evaluation of proposals and recommendation concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The undue use by any Consultant of any information related to the process may result in the rejection of its proposal and may be subject to the provisions of the Employer's antifraud and corruption policy.

18. Payment Terms

The terms of payment would be linked to the deliverables of the project, and are specified in the other terms and conditions (Section 6).

INSTRUCTIONS TO CONSULTANTS
PART –II: DATA SHEET (PROJECT SPECIFIC INFORMATION)

Clause No.	Ref. Para of Section 2 of part.1	Particulars of data sheet
1	1(a) & 2.1	Name of the Employer: Agriculture Marketing Department, Government of Andhra Pradesh
2	2.1	Name of the Assignment/job: Providing Agricultural Market Intelligence & Intervention Strategies in the State of Andhra Pradesh
3	3(3.3)	Date & Time of Pre-bid Meeting: 03.10.2019 at 3 PM
4	13	Last date & time and address for submission of proposal at http://tender.apecurement.gov.in
	Date	10.10.2019
	Time	03.00 PM
	Address	The Superintending Engineer Agricultural Marketing Department, Government of Andhra Pradesh Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (A.P) Cell: 9182361172, email: seamap2017@gmail.com
5	14	Opening of Technical Proposal
	Date	10.10.2019
	Time	04.00 PM
	Venue	Agricultural Marketing Department, Government of Andhra Pradesh Old Mirchi Market Yard, Chuttugunta, Guntur – 522 004 (A.P)
6	14.1	Opening of Financial proposal
	Date	11.10.2019
	Time	04.00 PM
	Venue	As above in point 5
7	14.2	Presentation by Short-listed parties
	Date	11.10.2019
	Time	11.00 AM
	Venue	As above in point 5
8	7	Proposals must remain valid for 90 days after the last date of submission i.e. 09.01.2020
9	8.4	The formats of the Technical & Financial Proposals to be submitted are
		Form Tech1: Letter of Technical Proposal submission
		Form Tech2: Consultants organization and experience
		Form Tech3:Comments & suggestions on TOR
		Form Tech4: Approach, methodology and Work Plan
		Form Tech5:Team Composition
	Form Tech6: Curriculum Vitae	

		Form Tech7:Work Schedule	
		Form Tech 8: Information regarding any conflicting activities and declaration thereof	
		Form Tech 9: Power of Attorney Format	
		Form Fin1: Letter of Financial Proposal submission	
		Form Fin2: Financial Bid Submission Form	
10	10	Consultant should state the cost in Indian Rupees	
11	13	Consultant must submit one original plus 3 copies, one soft copy (in a non-writable CD) of the Technical Proposal (which would include supporting proofs/documents) & one original Financial Proposal	
12	8.3	The estimated number of professional staff –months required for the Assignment/job is: staff months to be estimated by the Bidder. The Consultant should also indicate the number and details of the Support Staff members associated with the Key Team members in their work plan.	
		The Employer would provide consultants the necessary support in terms of information/documents/co-ordination with other division/office/state etc. whenever and wherever considered necessary for the progress of the study. The Employer will interact with the Consultant for exchange of Documents/information and discussion.	
13	14	Evaluation Criteria	
		Criteria, sub-criteria and point system for evaluation to be followed under this procedure is as under:	
		Criteria & Sub-Criteria	Points
	A	Previous Experience (Projects Handled)	50
		Specific experience of Studies /activities in Agriculture Commodity Price Monitoring & Forecasting, with Central Government/ State Government/ National/International organizations, Govt. / Private companies.	20
		Specific experience of Studies /activities in Agriculture Marketing Interventions, Agriculture Trade – Export/Import, Storage & Processing Agriculture Intervention Strategies with Central Government/ State Government/ National/International organizations, Govt. / Private companies.	15
		Specific experience of Studies /activities in Management of Price Stabilization Fund (PSF) and procured stock including but not limited determining the optional time for disposal of stock, Participation commodity trading, value addition etc. with Central Government/ State Government/ National/ International organizations, Govt. / Private companies.	15
	B	Methodology	30
		Understanding of the TOR, Adequacy of the proposed methodology and work plan in responding to the Terms of Reference	
		• Technical approach and methodology	10
		• Work Plan	10
		• Presentation	10

	C	Team Resources	20
		Team Leader: Agriculture Economics, Management & Policy <ul style="list-style-type: none"> • Desirable Qualifications: Ph.D. in Agricultural Economics/Economics & Policy/ Econometrics/ Agricultural Statistics/ Agricultural Marketing/ Management/ Finance / Public Policy • Desirable Experience: 20-25 Years in Agricultural Policy, Agricultural Marketing 	5
		Expert 1: Agriculture Economist/ Agriculture Statistician <ul style="list-style-type: none"> • Desirable Qualifications: Ph.D. in Agricultural Economics/Economics & Policy / Econometrics/ Agricultural Statistics/ Agricultural Finance / Public Policy • Desirable Experience: 15-20 Years 	5
		Expert 2: Agriculture Commodity Storage & Food Processing <ul style="list-style-type: none"> • Desirable Qualifications: Ph.D. in Agricultural Management/ Post Harvest Technologies & Food Processing • Desirable Experience: 15-20 Years 	5
		Expert 3: Agriculture Marketing, Commodity Trading, Exports/Price Stabilization Fund <ul style="list-style-type: none"> • Desirable Qualifications: Ph.D. in Agricultural Management/ Marketing / International Trade • Desirable Experience: 15-20 Years 	5
14	14	Method of selection: <ul style="list-style-type: none"> • In deciding the selection of the Consultant, the technical quality of the proposal will be given a weightage of 70%. The method of evaluation of technical qualification will follow the procedure given in para 14 of Part 1. • The Consultants may be asked to give a presentation before the Evaluation Committee on the parameters given in para 14 of Part 1 above, along with clarifications, if any, considered necessary by the committee. • The price bids of only those consultants who qualified technically will be opened. The proposal with the lowest cost will be given a financial score of 100 and the other proposal given financial score that are inversely proportional to their prices. The financial proposal shall be allocated a weightage of 30%. 	
15	16	Expected date of commencement of Consulting assignment/ job: 01.11.2019.	
16		Location for performance assignment/job: Guntur, across Andhra Pradesh and as decided by the Employer later.	

Section - 3

Technical Proposal Forms

Letter of Proposal Submission

[Location/date]

To,
The Superintending Engineer
O/o The Commissioner & Director,
Agricultural Marketing Department,
Government of Andhra Pradesh,
Old Mirchi Market Yard,
Chuttugunta, Guntur -522 004 (A.P)

Dear,

We the undersigned, offer to provide the Consultancy assignment/job “Providing Agricultural Market Intelligence & Intervention Strategies in the State of Andhra Pradesh”. In accordance with your Request for Proposal dated (Insert Date). We have uploaded our proposal online and are here by submitting hard copies of the same, which includes this Technical Proposal, and a Financial Proposal sealed under a separate envelope and requisite EMD. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to out disqualification.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized signature (in full and details)

Name and title of Signatory:

Name of Firm / entity:

Address:

CONSULTANT'S ORGANISATION AND EXPERIENCE

A. Consultant's Organization

(Provide here a brief description of the back ground and organization of your firm / institution/ entity and each associate for this assignment / job. The brief description should include ownership details, date and place of incorporation of the consultancy (attach certificate), objectives of the consultancy etc. Also if the consultant has formed an association, details of each member of the Association, name of lead members etc. shall be provided)

1. General Information

1.1 Information about the Consultancy(s)

- Name
- Address
- Telephone Number
- Fax number
- Email Address

1.2 Size of the Consultancy (s)

Provide turn-over figures and employee strength for the Past three financial years (*If applicable*).

1.3 Geographic Presence

Provide geographical spread of your firm / entity, especially presence in different regions in India

B. Consultant's Experience

2.1 Specific experience in Studies/activities in Agriculture Commodity Price Monitoring & Forecasting, with Central Government/State Government/ National / International organizations/Government and Private Organizations

(Using the format below provide information on each assignment for which your consultancy has provided support as required under this assignment.)

(Please cite firm references for a maximum 4 relevant projects. If more than 4 project citations are provided, only the first 4 will be considered for the purpose of evaluation. Each firm reference should start on a separate page.)

2.2 Specific experience in Studies/activities in Agriculture Marketing Interventions, Agriculture Trade – Export/ import, Storage & Processing Agriculture Intervention Strategies with Central Government / State Government / National /International organizations/ Government and Private Organizations.

(Using the format below provide information on each assignment for which your consultancy has provided support as required under this assignment.)

(Please cite firm references for a maximum 3 relevant projects. If more than 4 project citations are provided, only the first 3 will be considered for the purpose of evaluation. Each firm reference should start on a separate page.)

2.3 Specific experience of Studies /activities in Management of Price Stabilization Fund (PSF) and procured stock including but not limited determining the optional time for disposal of stock, Participation commodity trading, value addition etc. with Central Government/ State Government/ National/ International organizations/ Government and Private Organizations.

(Using the format below provide information on each assignment for which your consultancy has provided support as required under this assignment.)

(Please cite firm references for a maximum 3 relevant projects. If more than 4 project citations are provided, only the first 3 will be considered for the purpose of evaluation. Each firm reference should start on a separate page.)

Assignment Name:	Approx. value of the contract (In Indian Rupees):
Country & location in the Country	Duration of assignment (months):
Name of the Employer:	Total no. of staff-months of the assignment:
Address:	Approx. value of the services provide by your consultancy under the contract : (In INR):
Start Date (month / year) Completion date (month / year)	No. of professional staff – months provided by associates Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your consultancy involved and functions performed
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE

A. On the terms of Reference

(Suggest and justify here any modifications of improvement to the Terms of Reference (ToR) you are proposing to improve performance in carrying out the assignment/job (Such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such Suggestion should be concise and to the point)

B. On Inputs & Facilities to be provided by the Employer

The Employer would render necessary support interns of information/discussions/ documents/ field visits / coordination with other agencies and logistics, wherever considered necessary in completion of the Project. The employer will interact with the Consultant for exchange of documents / information and discussion.

DESCRIPTION OF APPROACH, METHODOLOGY, WORK PLAN, PROJECT ORGANIZATION FOR PERFORMING THE ASSIGNMENT / JOB

Technical approach, methodology, work plan, project organization are key components of the Technical Proposal. The Consultant must present his / her Technical Proposal divided into the following four components:

- a) Technical Approach and Methodology
- b) Work Plan, and
- c) Project organization and availability of experts

a) **Technical Approach and Methodology:** In this section, the consultants should explain their understanding of the objectives of the assignment / job, approach to the assignment / job, methodology for carrying out the activities (including proposed research design) and obtaining the expected output, and the degree of detail of such output. The consultants should highlight the problems being addressed and their importance, and explain the technical approach they would adopt to address them. The consultants should also provide an overview of tools and methodologies that they propose to adopt.

b) **Work Plan:** The consultant should propose and justify the main activities of the assignment/job, their content and duration, phasing and inter relations, milestones (including interim approvals by the Employer), and key performance indicator. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan.

- High light how you would proceed to meet the project requirements,
- High light numbers of hours you estimate are required to complete the work,
- Propose number of resources for providing these services,
- High light tools, techniques & methodologies to be used for this effort, and
- How would you manage the complexity of the project

c) **Project organization and availability of experts:** The consultant should propose and justify the structure and composition of his/her team. He/she should list out the main disciplines of the assignment /job, the key expert responsible, and proposed technical and support staff. More specifically, please provide an overview on senior leadership coverage and commitment, highlight expertise in agricultural mechanization related works.

TEAM COMPOSITION AND TASK ASSIGNMENT / JOBS

Professional Staff

S. No	Name of Staff	Area of Expertise	Post/ Task Assigned for this job

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1. Proposed Position:
(For each position of key professional, separate form Tech-6 will be prepared)

2. Name of Firm / entity:
(Insert name of consultancy proposing the staff)

3. Name of Staff:
(Inset full name)

4. Date of Birth:

5. Nationality:

6. Education:

7. Membership of Professional Association:

8. Other Training:

9. Countries of Work Experience:

10. Languages Known:

11. Employment Record:

(Starting with present position, list in reverse order every employment held by staff member since first employment, giving for each employment (see format here below): date s of employment, name of employing organization, Positions held):

From (Year):

To (Year): Employer:

Positions held:

12. Detailed Tasks Assigned

(List all tasks to be performed under this Assignment / job)

13. Work Under taken that best illustrates capability to handle the Tasks assigned (Among the Assignment / jobs in which the staff has been involved, indicated the following information for those Assignment / jobs that best illustrate staff capability to handle l the tasks listed under point 12.)

Name of Assignment / job or project:

Year:

Location:

Main project features:

Positions held:

14. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any willful misstatement described herein may lead to by disqualification or dismissal, if engaged.

Date:

Place:

(Signature of staff member or authorized representative of the staff)

(Full name of authorized representative):

WORK SCHEDULE

S. No.	Activity	Months					Total Months
		1	2	3	4	5	
1							
2							
3							
4							
5							
6							
7							
8							

Note:

1. Indicate all main activities of the Assignment / job including deliver of reports (e.g., inception, interim, draft and final reports/ periodic reports), and other benchmarks such as Employer approvals. For phased assignment / jobs indicate activities, delivery of reports, and bench marks separately for each phase.
2. Duration of activities should be indicated in the form of a Bar chart.

**INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND
DECLARATION THERE OF**

(Are there any activities carried out by your consultancy which are of conflicting nature as mentioned in Para 4 of Section 2. If yes, please furnish details of any such activities. If no, please certify as follows :)

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under Para 4 of the Section 2. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding onus.

Authorized Signature (in full and initials):

Name of Title of Signatory:

Name of Consultancy agency:

Address:

Power of Attorney for signing of Proposal
(To be executed on a stamp paper of Rs.100/-)

Having known all terms and conditions of this tender, We, _____ (*Name of the company and address of the registered office*) do hereby irrevocably constitute, nominate, appoint and authorized 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 (herein after referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as re necessary or required in connection with or incidental to submission of our tender for providing services pertaining to “Agricultural Market Intelligence and Intervention Strategies”, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Tenders and other conference sand providing information / responses to the Department of Agricultural Marketing, Govt. of A.P. (Department) representing us in all matters before the Department, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Department in all matters in connection with or relating to or arising out of our tender for providing the said services and / or upon award thereof to us and / or till the entering into of the agreement with the Department.

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 WHERE OF WE _____ THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ___ DAY OF 2019.

For _____
(Signature)
(Name, Title and Address)

Witnesses:
(Signature)
(Name, Title and Address)

Accepted (Notarized)
(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, of any, laid down by the applicable law and the charter documents of the executants(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the bidder 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 bidder.

Section - 4

Financial Proposal Forms

LETTER OF PROPOSAL SUBMISSION

To,
The Superintending Engineer
O/o The Commissioner & Director,
Agricultural Marketing Department,
Government of Andhra Pradesh,
Old Mirchi Market Yard,
Chuttugunta, Guntur – 522 004 (A.P).

Dear.....,

We the undersigned, offer to provide the Consultancy assignment/job “Providing Agricultural market Intelligence & Intervention Strategies in the State of Andhra Pradesh”. In accordance with your Request for Proposal date (Insert Date).

Our attached Financial Proposal is for the sum of *(Insert Amount (s) in words and Figures)*. This amount is inclusive of all taxes & duties. We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal, i.e. before the date indicated in Part II Data Sheet.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized signature (in full and details)

Name and title of Signatory:

Name of Firm / entity:

Address:

Financial Bid
For
PROVIDING AGRICULTURAL MARKET INTELLIGENCE &
INTERVENTION STRATEGIES IN THE STATE OF ANDHRA PRADESH
(To be submitted in the letter head of the bidder)

Sr. No.	Year	Fees per month in Rs. Including all taxes (in figures and words)	Fee per annum in Rs. Including all figures and words)
1	2019-20	Rs. (Rupees.....)	Rs. (Rupees.....)
2	2020-21	Rs. (Rupees.....)	Rs. (Rupees.....)
3	2021-22	Rs. (Rupees.....)	Rs. (Rupees.....)
Grand Total Cost for three years in figures			Rs.
Grand Total for three years in words: (Rupees.....)			

- Year 2019-20 will start form 01.11.2019, and follow alike for 2020-21, 2021-22.
- Bidder should quote per month and per annum for 2019-20, 2020-21, 2021-22 years.
- Grand total for three years will be considered s financial price bid for Evaluation of proposal
- Period of contract will be initially for period of 12 months and likely to be extended for two more years subject to satisfactory performance and the all rights are reserved to the Spl. Commissioner and Director of Agricultural Marketing, Government of Andhra Pradesh.

Place:

Date:

(Authorized Signatory)

Authorized signature (in full and details)

Name and title of Signatory:

Name of Firm / entity:

Address:

Section - 5

Terms of Reference (ToR)

TERMS OF REFERENCE (ToR)

**PROVIDING AGRICULTURAL MARKET INTELLIGENCE &
INTERVENTION STRATEGIES IN THE STATE OF
ANDHRAPRADESH**

5.1 Introduction

The Department of Agricultural Marketing, Government of Andhra Pradesh has established a Price Stabilization Fund for market stabilization of prices of agricultural and horticultural commodities if and when the prices of such commodities fall below MSP or normal range, with the sole purpose of assuring remunerative prices to the farmers. Hence, there is a need for developing commodity wise strategy for ensuring such remunerative prices. While the government has always opted for procurement or price subvention as strategies for market intervention, there is a growing realization to explore alternate strategies before resorting to procurement. There is also the need to do value addition for commodities already procured so as to minimize procurement losses.

5.2 Objective

To provide price forecast for agricultural/ horticultural commodities and devise strategies for ensuring better markets and remunerative prices to farmers and also suggest strategies for better management of procured stocks

5.3 Scope of Work

1. Monitoring of prices of agricultural commodities produced across the state The major commodities are listed below

Paddy	Mesta	Orange & Batavia	Grapes
Jowar	Chilli	Castor	Pomegranate
Bajra	Turmeric	Other oilseeds	Amla
Maize	Sugarcane	Other pulses	Coco
Ragi	Onion	Banana	Tamarind
Minor Millets	Sama	Papaya	Sesame
Red Gram	Korra	Mango	Palm oil Seeds
Green Gram	Horse Gram	Guava	Mustard Seeds
Black Gram	Cow Gram	Grapes	Castor Seeds
Groundnut	Tobacco	Sapota	Coriander Seeds
Sesamum	Sunflower	Other crops	Cumin seeds
Cotton	Soybean	Ginger	Mahabeera Seeds
Lemon	Lime & citrus fruits	Garlic	Other F & V

The consultant is required to develop a framework for monitoring of prices, and set up a mechanism of data collection.

2. Price forecasting for all commodities till at least 3 months ahead by analysis of all relevant data including but not limited to production and arrivals.

The consultant must provide weekly reports containing insights into various developments that may impact the prices of agricultural commodities in the near future and provide price forecasts for the next three months. These may include but are not limited to production, arrivals, developments with weather (growing conditions), policies of central government, imports and export, evolving conditions in other importing or exporting countries etc.

3. In case extremely low prices are expected, suggest suitable actions for stabilizing the prices- including but not limited to exploring alternative markets, e-commerce, linking to global supply chain etc.

If at any point in time, extremely low prices are forecast for any of the commodities that could lead to distress among farmers, the consultant must also suggest suitable course of action for stabilizing the prices. This would include identification of domestic or international markets where there is scope for the commodity to be exported, identification of probable distribution channels (traditional supply chain or e-commerce), identification of prominent wholesalers/distributors/processors in the target markets that can be approached and whether further value addition may be undertaken for realization.

In case any international markets are identified, the consultant must also evaluate the suitability of available material for export to the identified destinations in terms of sensory characteristics preferred in the destination markets, sanitary and phyto sanitary norms followed by the destination countries, whether the commodity can be exported as is, or whether primary processing and/or further value addition may be desirable for export suitability or for better realization.

4. In case market intervention by the government is required, suggesting the form of intervention and best time to implement it

In case market intervention by the state government is required, the consultant must evaluate the pros and cons of various intervention mechanisms, including but not limited to direct procurement, price intervention, transport subsidy etc, and help the government arrive at the most optimal form of market intervention.

5. Business consultancy with regard to management of price stabilization fund and optimal utilization of the stocks held by the government or any of its designated agencies, with the purpose of minimizing losses, mitigating market risk, possibilities of value addition and disposal of stocks

For the period when government is holding any of the procured stocks, the consultant must constantly evaluate ways and means to minimize market risk on the holdings and minimize the losses. This includes, but is not limited to suggesting possibilities for primary or secondary processing, hedging price risk etc. This also includes suggesting the optimal time and price for disposal of the stocks.

6. Identification of suitable counterparties and service providers and defining terms of trade

The consultant must assist the department in identifying suitable counterparties in various markets in India and abroad who may purchase the commodity in the state from farmers or independent trade channels or from the government. These counterparties may be traders, processors, exporters or others. The consultant must assist the department with identifying service providers like C&F agents, assayers etc as and when required.

Besides, the consultant would also be required to help the department draft terms of reference for engagement of these stakeholders.

7. Any other related tasks that may be assigned from time to time

5.4 Reporting: The consultant shall provide:

1. **Inception Report:** Inception Report which would include the framework of monitoring of prices, and schedule of price forecasting of commodities
2. **Weekly Report:** The consultant should provide weekly reports detailing key issues that implicate the commodity price fluctuations, marketing and other aspects as per tasks above.
3. **Specific Reports:** Specific brief reports on intervention strategies arising out of discussions & presentations from time to time.
4. **Daily Analytical Reports:** Daily Analytical Report on the current price situation and future situation for the coming week for every commodity.
5. **Weekly Analytical Reports:** Weekly Analytical Reports on the future forecasting for coming three months for every commodity and intervention strategy to be adopted.
6. **DASH BOARD:** Dash board, MIS Reports.
7. **Regular reports** on best options for disposing procured stocks.

Section - 6

Other Terms & Conditions

Other Terms and Conditions

1. The AMD-Go AP reserves the right not to accept bid (s) from agency (ies) resorting to un-ethical practices or on whom investigation / enquiry proceedings have been initiated by Government investigating Agencies/ Vigilance Cell.
2. The AMD-Go AP is not bound to accept the lowest bidder or to assign any reason for non-acceptance. The AMD-Go AP reserves its right to accept the bid in part or in full. Conditional bids will be rejected outright.
3. The AMD-Go AP reserves the right to summarily reject an offer received from any agency (ies), without any intimation to the bidder (s).
4. The AMD-Go AP reserves the right to withdraw / cancel the bid document at any stage.
5. **Termination by default :** AMD-Go AP reserves the right to accept or reject any proposal, and to annul the bidding process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to affected bidder (s) or any obligation to inform the affected bidder (s) of the grounds for AMD-Go AP.
6. **Arbitration:** In case of any dispute, AMD-Go AP may appoint an arbitrator, which would be accepted by the agency / firm / entity. The decision of the arbitrator would be final and binding on both the parties. The jurisdiction of the court would be High Court, Amaravathi, Andhra Pradesh.
7. **Indemnification Clause:** That the selected agency shall keep AMD-Go AP indemnified and harmless against all claims, damages, dues, payments, fines, penalties, compensations, liabilities other losses etc. which may incur on account of non-compliance or violation by these elected agency or otherwise.
8. **Jurisdiction:** The contract shall be governed by laws of India and all Government rules on purchase matter issued from time to time and applicable for the time being for this contract. Case will be settled in High Court, Amaravathi, Andhra Pradesh if required.
9. **Validity of the Contract:** The contract shall remain valid with effect from date of award of the contract till the acceptance of final report of the study.
10. **Force majeure:** For the purpose of this contract. "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or deal in performance, and which makes a Party's performance of its obligations here under impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other

extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the party invoking Force majeure to prevent), confiscation or any other action by Government agencies.

ii. Force Majeure shall not include (a) any event which is caused by the negligence or intentional action of a Party or by or of such Party's sub-consultant or agents or employees, nor (b) any event which is a diligent party could reasonably have been expected both to take into account at the time of the conclusion of this contract, an avoid or overcome in the carrying out of its obligations here under.

iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required here under.

iv. A Party affected by an event of force majeure shall continue to perform its obligations under the contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of force majeure.

V. A party affected by an event of force majeure shall notify the other party of such event as soon as possible, and in any case not later than 14 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of restoration of normal conditions as soon as possible.

11. Penalty: Consultants to abide by the time lines given for the completion of the activities (Weekly reports, quarterly price forecasting Reports, and Reports on Intervention Strategies), failing which penalty @ Rs. 1,000/-per day (Rupees One Thousand per day) will be levied by the Employer as per the timelines given in the ToR. Repeated Default may lead to termination.

12. Terms of Payment: The terms of payment will be as follows:

- i. 10% on award of the contract against BG.
- ii. Monthly payments on submission of Weekly, quarterly forecast and Reports on specific Interventions.