

**AGRICULTURAL MARKETING DEPARTMENT  
GOVERNMENT OF ANDHRA PRADESH**



**REQUEST FOR PROPOSAL FOR SETTING UP PRIMARY PROCESSING UNIT FOR  
GROUNDNUT ON TURNKEY BASIS, IN THE STATE OF ANDHRA PRADESH**

**(2018-19)**

**OFFICE OF THE COMMISSIONER AND DIRECTOR OF AGRICULTURAL MARKETING**

**GOVERNMENT OF ANDHRA PRADESH**

**GUNTUR-522004**

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## Disclaimer

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by or on behalf of the Authority (Here authority is “Agricultural Marketing Department,” Government of Andhra Pradesh) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their proposal (“Bids”) pursuant to the bidding documents including this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete. Each Bidder should therefore, conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

**Liability Disclaimer:** The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder, under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

**Amendments in RFP:** The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Agricultural Marketing Department is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the department reserves the right to reject all or any of the Bidders or Bids without assigning any reasons whatsoever.

**Cost of Preparing the bid:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation for submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



# 1 Preface

## 1.1 Schedule

S. No.	Description	Date	Time
1	Commencement of issue of RFP document through Agricultural Marketing Department website ( <a href="http://www.market.ap.nic.in">www.market.ap.nic.in</a> ), ( <a href="http://tender.aeprocrement.gov.in">tender.aeprocrement.gov.in</a> )	28-2-2019	11.00 AM
2	Last date for downloading document through Agricultural Marketing Department website ( <a href="http://www.market.ap.nic.in">www.market.ap.nic.in</a> ) ( <a href="http://tender.aeprocrement.gov.in">tender.aeprocrement.gov.in</a> )	13-3-2019	11.00 AM
3	Pre bid meeting	--	--
4	Last date and time for uploading completed documents to e-procurement portal or submitting the hard copies at Agricultural Marketing Department office Guntur	13-3-2019	2.00 PM
5	Opening of Technical bid documents & Technical presentation	13-3-2019	2.30 PM
6	Opening of Financial bid	15-3-2019	12.30 PM
7	Letter of Award	Intimated later	

## 2 IMPORTANT INSTRUCTIONS

- Intending bidders may obtain the copy of the tender document containing commercial conditions along with relevant specifications of the equipment by downloading it from the website <https://tender.apecurement.gov.in/login.html#>
  - This is a two bid system. The technical bids and financial bids should be submitted in separate sealed envelopes super scribed as “Technical Bid” / “Financial Bid” as applicable, super scribed with the tender number, name of project, due date of opening of the tender.
  - The technical bid **should not contain** any description of price quoted for equipment/ services. The technical bid with price details will be considered disqualified.
- An EMD of sum equivalent to **INR 4,00,000/-** (Four Lakhs Only) to be paid Online to GOAP Account in case of vendors participating on e-Procurement platform. In the form of DD / Bankers Cheque drawn in favour of Commissioner and Director of Agriculture Marketing, Government of AP Guntur, in case of the vendors who intend to submit documents as Hard copies.
- Transaction Fees of **Rs.11,800/-** by online.
- Tender processing fee **Rs.5,200/-** paid to credit of SBI A.C.No.62348334211, IFSC Code SBIN0020715 in the favour of Superintending Engineer (AM) AP through RTGS/NEFT only. DDs are not allowed
- All the bidders have to quote for overall project commissioning cost on turnkey basis as per the scope of work and specification provided in the RFP. Bids for single or incomplete set of equipment or machineries in isolation will not be considered.
- The technical and financial bid must be hard bound/spiral bound and page numbers must be marked clearly.
- Please read all the instruction carefully before participating and for any clarification if needed, please contact undersigned:

The Commissioner and Director of Agrl. Marketing, Old Mirchi Market Yard, Chuttugunta, Guntur-522004.

Phone: 0863-2233640, Email: [comm\\_mktg@yahoo.com](mailto:comm_mktg@yahoo.com)

## 3 Background of Proposal

### 3.1 General Information

Agricultural Marketing Department, Andhra Pradesh was established in 1962, bifurcating from the Agriculture Department to enforce the provisions of the Agricultural Produce Markets Act and other schemes of the Department. The responsibilities of Department includes market regulation, market facilitation, market promotion, market information and farmer's welfare.

The Agricultural Marketing Department has 191 AMCs and 96 Rythu Bazars under it wherein various agriculture and horticulture commodities like paddy, maize, groundnut, chilli, turmeric, mango and tomato etc., are traded across the state.

### 3.2 About the project:

As a part of its initiative of modernising marketing yard, the Department is setting up Primary Processing Centres (PPC) at different locations for different commodities over a period of time. The current proposal is to setup the primary processing centre for Groundnut at Adoni. The PPC will be setup to ensure that the farmers can capture greater part of the groundnut value chain.

### 3.3 Objectives of the RFP:

The purpose behind issuance of the RFP is to enable the Agricultural Marketing Department to empanel reputed vendors **for supply and installation of Plant & Machinery for the Primary Processing Centres (PPC) at Turnkey basis**. The scope of work and specifications for P&M is laid down in the RFP documents subsequently.

By setting up the PPC, Department of Agriculture Marketing (henceforth is called Department or Authority) is targeting to achieve the following objectives:

#### 3.3.1 Extending processing services to farmers at competitive rate:

The main objective is to enable the farmers to capture greater share of the value chain by including processing prior to selling the produce to the traders or other buyers. The PPC will ensure that these services are reaching to the farmers' at the most competitive price.



### 3.3.2 Improving the quality of the produce:

With the setup of the quality assaying labs in different marketing yard, it is now possible to evaluate the quality of the products, before bidding for the price. The PPC will ensure that the produce quality improves so that, farmers can fetches the better prices for their produce.

### 3.3.3 Better price realization for the farmers:

The Authority will ensure the better price realisation to the farmers by providing the processing services at discounted cost and securing higher price for the produce. The Department is developing storage infrastructure and promoting inter-mandi trade to achieve this.

### 3.3.4 Establishment of forward linkages:

The improved quality and better processed product will lead to the scope of more forward linkages. The department will also ensure to bring more buyers on the platform.

## 3.4 The Proposed Primary Processing Setup:

The department is planning to setup following processing facilities for Groundnut at Adoni Market yard.

Locations / Facilities	Adoni
Pre cleaning and decortication section machinery (Capacity per line 3 MT/Hr)	2 lines with total capacity= 6 MT/hr
Cleaning, sorting, grading section machinery (Capacity per line 3 MT/Hr)	2 lines with total capacity= 6 MT/hr
Sortex Machine	Capacity of 5 MT/hr
Packaging Machinery	Total capacity > 5 MT/hr
Fuel Briquetting machinery (Capacity per line 1.5 MT/Hr)	2 lines with total capacity= 3 MT/hr
<b>Pre cleaning section machinery (Capacity per line 1 MT/Hr)</b>	<b>One set of pre-cleaner and de-stoner with a Capacity of 1 MT/hr</b>

*\*\*The purpose of multiple lines of smaller capacity is to enable simultaneous processing of lots from different farmers without mixing of the produce. The capacity are in terms of input rate of the raw material.  
Note: The detailed specification of the equipment/machineries are mentioned in Annexure 7.*

### **3.5 Role of Vendor:**

The scope of work for the assignment for the bidder will be,

#### **3.5.1 Provide Design and Layout:**

- The selected bidder has to provide the plant layout/design of plant & overall area required for the PPC. The participating bidder has to lay down clearly the civil infrastructure needed. The layout should include all the details pertaining to the respective positioning of equipment, electricity connections requirement, and water connections needed. The department will arrange for the infrastructure as per the submitted details.
- Any other physical infrastructure needed at the time of installation will be borne by the bidder.

#### **3.5.2 Supply:**

- The vendor shall undertake the full responsibility in terms of setting up of PPC including, procuring, customizing and supplying of the required machinery and accessories. The vendor has to supply the required instruments and equipment as per the requirements and specifications mentioned in the Annexure 7 at the respective locations.

#### **3.5.3 Installation:**

- The vendor has to take the responsibility of successful installation of the instruments. The integration of different components of the processing line should be taken care by the vendor. The fully operational PPC should be handed over to the agency selected for operating the PPC after trial run.

#### **3.5.4 Training and Demonstration:**

- The demonstration of working of the Primary Processing Centre to be done in front of the inspection committee. The training is to be provided to the staff of the operating agency.

#### **3.5.5 Service and Maintenance:**

- The vendor should extend the repair and maintenance services during and after the warranty period up to at least 3 years after the commissioning and handover. The service charges/ Annual Maintenance should be inclusive in the financial quote provided by the bidder.

#### **3.5.6 Availability of spares and tools:**

- The vendor should ensure the availability of the required spares for the next 3 years of the operation of the plant. The vendor shall also provide the list of the spare parts which can be stored by the department to ensure lesser breakdown time.

### 3.5.7 Provide all the required documents/Manual:

- The vendor has to provide all the required qualifying documents and manuals at the time of installation in order to get the certificate of satisfactory installation. The below mentioned documents must be provided for completing the installation successfully,
  - Performance and Installation Qualification Certificate
  - All necessary compliance certificates like CE/BIS for electrical, food grade material certificates, certificate pertaining to environmental safety and energy efficiency
  - Warranty Certificates
  - Operation Manuals & SoPs
  - Trouble shooting Manuals/Service Manuals
  - List of spare along with cost
  - Certificate that equipment has been provided by the supplier as per the specifications in work order/ financial bid.
  - Delivery Challan
  - Bills in triplicate
  - Installation Report duly signed by the authority

### 3.6 Role of Agricultural Marketing Department:

The Agricultural Marketing Department shall facilitate the following:

#### 3.6.1 Providing Data & facilitating location visit:

- The department shall provide the necessary information about the respective market, the specification of the commodity to be processed, the location of plant to be setup, and facilitate the interested bidders for conducting a visit of the proposed PPC locations at the bidders cost.

#### 3.6.2 Civil work of the PPC:

- The department will provide the civil work as per the lay out plan provided by the vendor. The department will also take care of the water and electricity connection. **The vendor has to submit the broad layout of civil work and P&M with the technical bid.**
- The details of required civil infrastructure should be submitted by selected vendor, post finalization of selection process. The connections (wiring to connect the different units and lines) and any adjustment needed while setting up the plant, and not covered in submitted details, will fall into scope of work of vendor.
- The Department shall also construct and provide adequate storage space for storing the incoming raw material and final processed produce at the respective processing centres. Any other civil work needed after the operation is started will be taken over by the department at its own discretion.

## **4 Qualification criterion for Tenderers**

### **4.1 Tenderers can be a single entity OR a consortium:**

- 4.1.1 The bidder can be a single entity or a Consortium between the Bidder and another entity. The Bidder must mention the Principal Bidder name in case of a consortium. All the relevant details and eligibility criteria will be considered that of the Principal Bidder. The liabilities of fulfilling the tenders' terms and condition and thereafter the contract lies with the Principal Bidder.
- 4.1.2 The tender is open to all Pvt. Ltd. Public Ltd. Companies/ Proprietorship/ Partnership firms / etc.

### **4.2 Tenderers not to be ineligible:**

- 4.2.1 Tenderers shall not be under a declaration of ineligibility for any reason whatsoever as issued by Government of India or any state government or any public sector undertaking of the Government of India or any state government.
- 4.2.2 Tenderer shall affirm its eligibility to participate in the tender. The affirmation shall be as per Annexure-2 and shall be duly signed by the person authorized as per Annexure-5.

### **4.3 Qualification criteria for Tenderers:**

The qualification criteria for Tenderers are given below.

- 4.3.1 The Tenderer may be a Pvt. Ltd/ Public Ltd. Companies company/Proprietorship/ Partnership firms registered as per the corresponding registration act.
- 4.3.2 In a tender, either the Indian agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product in the same tender.
- 4.3.3 The Tenderer should have a minimum experience of 3 years and required resources for setting up the processing lines. The necessary proofs, like POs/ work orders/installation reports etc., showing the experience must be attached with the technical bid.
- 4.3.4 The average turnover of the Tenderer in the last three financial years namely 2015-16, 2016-17 and 2017-18 shall be minimum Rs. 3 crore. Documentary evidence duly attested by a Chartered Accountant/Company Secretary should be submitted along with the Technical Bid.
- 4.3.5 Tenderers shall fill in particulars about fulfilling the qualification criteria in formats in Annexure-4, which shall be submitted & duly signed and stamped as detailed in this tender document.

## 5 Tender documents

### 5.1 Contents of the tender document:

This tender document includes, background to the invitation, instruction to Tenderers along with the Annexures.

### 5.2 Clarification regarding tender documents:

Tenderers requiring any clarification regarding tender document may notify to Agricultural Marketing Department, A.P in writing before the pre-bid meeting, through e-mail, at the e-mail address indicated in this document. The Agricultural Marketing Department will respond to all such clarification requests through email to all Tenderers.

### 5.3 Amendments to tender documents:

At any time prior to the deadline for submission of tenders, the Agricultural Marketing Department, A.P may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer or as a result of the outcome of the pre-bid meeting, **modify this tender document through an amendment/corrigendum without giving any notice/information to the tenderers.**

All amendments to the tender document shall be uploaded to website and shall be binding on the Tenderers.

### 5.4 Prebid meeting of Tenderers:

- A pre-bid meeting of Tenderers would be held at the notified venue, date and time as displayed on website of the Agricultural Marketing Department, A.P. or mentioned in the tender document.
- Tenderers may seek clarifications on the tender documents and other relevant matters. They may also suggest amendments to the tender documents. **However, the Agricultural Marketing Department would have absolute discretion on accepting or rejecting the suggestions made.**

## 6 Submission of proposal

### 6.1 Language of the tender:

- The tender prepared and submitted by the Tenderer shall be in English.
- Any correspondence relating to the tender between the Tenderer and with Agricultural Marketing Department, A.P shall be in English language.
- Supporting documents and printed literature furnished by the Tenderer may be in another language provided that they are accompanied by a certified translation of the relevant passages in English language in which case, for the purposes of interpretation of the tender, the translation shall govern. However, documents in Telugu need not be translated.

### 6.2 Bid documents:

The bid shall comprise of Part-A Technical Bid (including Annexure 1, 2, 3, 4, 5, 6, 7 and with supporting document duly numbered and signed on each page) and Part-B Financial B (Annexure 8) and all its supporting documents and attachments.

The bid documents should be with hard binding or spiral binding with each pages properly numbered.

#### TECHNICAL BID:

6.2.1 Without prejudice to the generality of the above, the following shall form a part of the Technical Bid to be submitted by the Tenderer.

- Check list of documents as per **Annexure - 1**
- Letter of affirmation in a format as in **Annexure -2**
- General information of the Tenderer in a format as in **Annexure -3**
- Particulars about fulfilling the qualification criteria, along with necessary enclosures, in a format as in **Annexure -4**
- Power of Attorney as per format in **Annexure - 5**
- Declaration by the bidder as per format in **Annexure – 6**
- Specification of P&M as per format in **Annexure – 7** and,
- Other supporting document like,
  - Brochures and Fliers of the instruments
  - Satisfactory service certificates from past clients
  - Design Layout of the Civil and P&M, in-terms of required area

- 6.2.2 Tenderers shall fill in particulars about fulfilling the qualification criteria in formats in Annexure - 4, along with supporting documents, which shall be submitted as detailed in this tender document.
- 6.2.3 The bid documents (Annexure 2, 3, 4, 6, 7) must be submitted on the letter head of the Tendered whereas Annexure - 5 must be submitted on stamp paper of not less than Rs. 100.

#### **EARNEST MONEY DEPOSIT**

- 6.2.4 The Bidder who intends to submit the tender in hard copies shall furnish, as part of the RFP, a sum of **Rs.4,00,000/-** (Rupees Four Lakhs only) as earnest money deposit in the form of DD/Banker Cheque drawn in favour of “Commissioner and Director of Agrl., Marketing, Government of Andhra Pradesh, Guntur” payable at Guntur
- 6.2.5 In case of Tenderes participating on e-Procurement platform the EMD should be paid to Online GOAP Account.
- 6.2.6 The earnest money deposit of unsuccessful Tenderers will be returned as soon as possible but not later than 30 days after the Selected Tenderer has signed the Contract.
- 6.2.7 The Earnest Money Deposit of the Selected Tenderer will be discharged upon the final empanelment and after the selected tenderer furnishing the performance guarantee as per this tender and signing the Contract.
- 6.2.8 The earnest money deposit may be forfeited, if the Tenderer Withdraws its tender before 60 days after opening the price bid;
- (or)
- Does not accept the correction of errors proposed during preliminary examination of Bids.

#### **FEE**

- 6.2.9 In addition to the EMD, the bidders who are intending to submit the tender with hard copies, shall invariably submit the following non-refundable fee, along with the technical Bid documents.
- Transaction Fees of **Rs.11,800/-** by way of DD/Bankers cheque drawn in favour of **MANAGING DIRECTOR, APTS payable at Vijayawada.**
  - Tender processing fee **Rs.5,200/-** paid to credit of SBI **A.C.No.62348334211, IFSC Code SBIN0020715** in the favour of Superintending Engineer (AM) AP through RTGS/NEFT only. DDs are not allowed.
- 6.2.10 In case of bidder does not submit the above fee before stipulated date and time, his tender shall summarily be rejected, for which the bidder shall be solely responsible.



## **FINANCIAL BID**

6.2.11 The Financial Bid to be submitted by the Tenderer should be as per the format specified in **Annexure-8**. The tenderer shall quote the total price in setting up the turnkey project inclusive of all the taxes. .

6.2.12 The price quoted by tenderer in the financial Bid and accepted by the Department, shall be all inclusive, like, delivery and Installation, training,taxes, etc. under various State/ Central enactments, and all other costs & expenses incurred by the Contractor in carrying out the activities as described in bid document. Any increase/ change in the statutory taxes, levies, fees etc. will also be borne by the bidder and the department will not be responsible for the same.

## **TECHNICAL PRESENTATION**

6.2.1 The vendors fulfilling the basic eligibility after initial screening will be invited to provide Technical Presentation on their capabilities regarding successful execution of the project. The date and details for Technical Presentation will be communicated to the vendors with sufficient notice.

## **7 Process of Bid Submission**

7.1.1 The bids complete in all respect including all attachments, and supporting documents as prescribed in this RFP Document shall be uploaded by the authorized signatory as stipulated in the bid.

Or

Alternately, hard copy of the Technical & Financial Bid documents can to be submitted to the Commissioner of Agricultural Marketing in two separate envelops.

7.1.2 The filled and signed attachments and supporting documents are to be scanned and uploaded at the space/packet provided in the bid portal. The original/attested copies of the attachments from the successful participant will be collected to enable the Department to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation. All particulars/ documents submitted by the Tenderer shall form a part of the Bid.

7.1.3 The EMD and receipt of fees payable should be kept along in the envelope containing the technical bid. The technical bid envelope must not contain any details pertaining to the financial bid.

### **7.2 Signing of the Tender**

7.2.1 Tenders received without the signature of the person authorized to sign the tender shall be rejected.

7.2.2 All pages of the tender shall be initialed by the person or persons signing the tender and the seal of the Tenderer affixed thereon before submission.

### **7.3 Procedure for Submitting Online Bids**

7.3.1 The bidder shall submit his response through Bid submission to the tender on e-procurement platform at [www.eprocurement.gov.in](http://www.eprocurement.gov.in) by following the procedure given below. The bidder would be required to register on the e-procurement market place [www.eprocurement.gov.in](http://www.eprocurement.gov.in) or <https://tender.eprocurement.gov.in> and submit their bids online.

7.3.2 The bidders shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the online standard formats displayed in eProcurement web site. The bidders shall upload the scanned copies of all the relevant certificates, documents etc., in support of their eligibility criteria/technical bids and other certificate/documents in the eProcurement website. The bidder shall sign on the statements, documents, certificates, uploaded by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender during the bid submission as per the tender notice and bid document.

### **1 Registration with eProcurement platform:**

- For registration and online bid submission bidders may contact Helpdesk of M/s Vupadhi Techno Services Pvt. Ltd , [www.eprocurement.gov.in](http://www.eprocurement.gov.in)(or) <https://tender.eprocurement.gov.in>

### **2 Digital Certificate authentication:**

- The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by digital certificate of the bidder will not be accepted on the e-procurement platform.

### **3 For obtaining Digital Signature Certificate, you may please Contact:**

- Andhra Pradesh Technology Services Limited, BRKR Bhavan, B-Block, Tank bund Road, Hyderabad-500022. Phone: +91-40-23220305 AND Fax: +91-40-23228057

**(OR)**

- You may please Contact Registration Authorities of any Certifying Authorities in India. The lists of CAs are available by clicking the link "<https://tender.eprocurement.gov.in/Digital Certificate/signature.html>".

## **7.4 Submission as Hard Copies**

- 7.4.1 If the bidder chose to submit the bid as hard copies, they are requested to submit all the documents as part of financial and Technical Bid in two separate sealed envelopes, together kept in one large envelop. The large envelope should clearly labeled/written on top **“Tender for setting up primary processing unit for groundnut on turnkey basis, in the state of Andhra Pradesh”**
- 7.4.2 The individual envelop for technical and financial bid should mention **“Technical Bid for setting up primary processing unit for groundnut on turnkey basis, in the state of Andhra Pradesh”** and **“Financial Bid for setting up primary processing unit for groundnut on turnkey basis, in the state of Andhra Pradesh”** respectively.
- 7.4.3 The department shall not take any responsibility for any delay or non-receipt of bids.
- 7.4.4 If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for forfeiture of the EMD, cancellation of work and criminal prosecution and black listing.
- 7.4.5 The tenderer who desires to submit hard copies shall in addition to the E.M.D in the shape of D.D/Bankers cheque shall pay and submit the following in variably along with the technical bid documents.

7.4.6 The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy. The bidder has to attach all the required documents as required by Tender Inviting Authority in its tender conditions.

## **7.5 Deadline for Submission of Tenders**

7.5.1 Tenders shall be submitted on or before the time and date specified in this document. In the event that the specified date for the submission of tenders is declared as a public holiday, tenders will be received up to the appointed time on the next working day.

7.5.2 The Marketing Department may, at its discretion, extend the deadline for submission of tenders by amending the tender document, in which case all rights and obligations of This Office and Tenderers before the extension of the deadline will remain the same in the extended period.

7.5.3 The hard copies of the bid documents must be submitted at the office of Commissioner of Agricultural Marketing, Guntur on or before **13-3-2019 @ 2.00 PM** either personally or through courier or by post and the receipt of the same within the stipulated time shall be the responsibility of the bidder.

7.5.4 The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for forfeiture of the EMD, cancellation of work and criminal prosecution and black listing.

7.5.5 The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of hardcopies submission to avoid any discrepancy. The bidder has to attach the required documents as required by Tender Inviting Authority in its tender conditions.

## **7.6 Period of Validity of Tenders**

7.6.1 Unless declared to the contrary, tender shall remain valid for a period of 60 days after the last date for submission of tender. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

7.6.2 Under exceptional circumstances, the Agricultural Marketing Department may solicit the consent of the Tenderer for an extension of the period of validity. The request and the responses thereto shall be made in writing.

7.6.3 Tenderer may, by a communication through writing or email accept the request for extension of period of validity. In such a case, the earnest money deposit provided shall also be suitably extended.

- 7.6.4 Tenderer accepting the request for extension of period of validity would not be permitted to modify its tender.
- 7.6.5 Tenderer may decline to extend the validity of the tender and in such case; its tender would not be considered for acceptance.
- 7.6.6 The earnest money deposit furnished as by the tenderer declining to extend the validity of the tender would not be liable for forfeiture.

## **7.7 Withdrawal of Tenders**

- 7.7.1 Notendershallbewithdrawnintheintervalbetweenthedeadlineforsubmissionof tenders and the expiration of the period of validity of the tender specified by the Tenderer in its tender. Withdrawal of a tender during this interval shall result in the forfeiture of the EMD of the Tenderer.

## **7.8 Right to Accept or Reject Any or All Tenders**

- 7.8.1 The Marketing Department reserve the right to accept or reject any tender or tenders or to annul the tendering process at any stage.

# **8 Evaluation Procedure**

## **8.1 Opening of Tenders by the Marketing Department**

- 8.1.1 In the event that the date specified for opening of tenders is declared a public holiday, tenders shall be opened at the appointed time and location on the next working day.
- 8.1.2 Representatives of shortlisted tenderers may be present at the time of opening of tenders. They shall sign a register evidencing their attendance.

## **8.2 Substantially Responsive Tenders**

- 8.2.1 A tender shall be deemed to be substantially responsive if the Technical and Financial Bid has been submitted as per the clauses of RFP.
- 8.2.2 The Marketing Department shall have absolute discretion to either consider any tender that is not substantially responsive or reject the same.

## **8.3 Seeking Clarification on Received Bids**

- 8.3.1 The Agricultural Marketing Department may, at its discretion, seek any clarification from the tenderers with regard to their bids submitted. The request for clarification and the response shall be in writing.

## **8.4 Evaluation of Eligibility**

- 8.4.1 The technical bid is liable for rejection, at the discretion of the Marketing Department, if-
  - (a) The earnest money deposit has not been submitted or if submitted is inadequate or if the demand draft is prima facie defective; or

- (b) Any of the documents as required in RFP have not been submitted or if submitted is defective for any reason whatsoever; or
- (c) The period of validity of the proposal is not as specified in this document; or
- (d) The Tenderer does not satisfy any of the qualification conditions prescribed in this tender; or
- (e) The Marketing Department is of opinion that the Technical Bid is not capable of consideration for any other reason whatsoever.

8.4.2 The tender will be evaluated on the basis evaluation criteria and eligible vendors will invited for technical presentation regarding their experience and capability for successful execution of the project.

8.4.1 The tender will be evaluated on the basis of technical and financial parameters with weightage shared in the ratio of 70:30.

8.4.2 Basis on the technical presentation and the technical bid documents, technical scoring will be assigned for the proposal. The criteria of scoring for technical & financial bid will be as follows:

S. No.	Parameter	Scoring
	<b>Technical Bid</b>	<b>Sub-total Marks: 70 Marks</b>
1	No. of years' experience in providing turnkey solutions for installation of projects in food & agri sector.	3 to 5 years: 05 Marks More than 5 years: 10 Marks
2	Average turnover during last three financial years, namely 2015-16, 2016-17 & 2017-18	Rs. 3.0 to 4.0 Cr: 05 Marks More than 4.0 Cr: 10 Marks
3	No. of projects related to turnkey solutions in food & agri sector.	3 to 5 project: 10 Marks 6- 10 project: 20 Marks More than 10 projects: 30 Marks
4	Technical Presentation on understanding of project concept, availability of resources, completeness of solution, and execution capabilities.	20 Marks
	<b>Financial Bid</b>	<b>Sub-total Marks: 30 Marks</b>
1	Evaluation of financial bid.	L1 Bidder: 30 Marks Other bids: 30 x (L1 Bid/Other Bid)
		<b>Total Marks: 100</b>

## 9 Awarding of the Contract

### 9.1 Notification of Award

- 9.1.1 Prior to the expiration of the period of validity of tenders, The Agricultural Marketing Department will notify the highest Tenderer in writing by letter or by e- mail to be confirmed in writing, that it's tender has been accepted.

### 9.2 Performance Guarantee

- 9.2.1 The Selected Tenderer shall furnish performance guarantee for a sum of Rs. **20,00,000/- (Rs. Twenty Lakhs Only)**, in the form of a bank guarantee from any scheduled commercial bank, valid up to three months beyond the period of contract.
- 9.2.2 The format of the bank guarantee shall be as approved by the Marketing Department.
- 9.2.3 Any request for extension of time for providing the performance guarantee would not be entertained.
- 9.2.4 Failure of the Selected Tenderer to furnish performance guarantee to the satisfaction of the Marketing Department shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.
- 9.2.5 The entire recoverable amount accrued as per terms of the contract or any other liability arising and unpaid will be charged from the above security deposit amount for which The Agency/Vendor shall have no objection.

### 9.3 Signing of the Contract:

- 9.3.1 The Selected Tenderer shall sign the Contract with the Marketing Department, within 7 days of award of tender as per the time stipulated in the Letter of award/intent.
- 9.3.2 Failure of the Selected Tenderer to sign the Contract with in the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.
- 9.3.3 In the event of annulment of the award, the Marketing Department may,  
Notify the next highest Tenderer that it has been allotted these clusters; **(or)**  
Invite new tenders.

### 9.4 Commencement of Services

- 9.4.1 The service provider must set up the plant as per the specification laid down in Annexure and fulfill all the requirements as mentioned in the scope of work for vendor within 90 days after getting the order.

## 9.5 Billing Procedure

9.5.1 The payment shall be made by the department in three installments, within 15 days of successful and satisfactory completion of the following stages.

### Payment schedule for supply and installation charges

S. No.	Payment stage	Payment %
1	Approval of final design and receiving of all enlisted equipment.	45% of the total quoted price.
2	Completion of installation and trial run.	45% of the total quoted price.
3	Completion of training and handover to the Department.	10% of the total quoted price.
4	Annual Maintenance Fee	To be paid on quarterly basis in equated installment.



## **10 Miscellaneous**

### **10.1 Liability and Indemnity**

- 10.1.1 The successful bidder shall indemnify the Department for any loss, costs, expenses or damages that may be incurred or caused or suffered due to or as a result of lapse, error, commission, omission, negligence etc. on the part of bidder or any of their staff, agents, representatives, employees
- 10.1.2 In the event of the bidder having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the department shall be at liberty to terminate the contract forth with and to realize from the bidder all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law.
- 10.1.3 The department shall also have, without prejudice to other rights and remedies, the right in the event of breach by the bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, to terminate the contract forth with and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by department consequent to such termination and/or in completing the assignment. The department may also effect recovery from any others sums then due to the bidder or which at any time thereafter may be come due under this or any other contract with the department. In case the sum is not sufficient to cover the full amounts recoverable, the bidder shall pay the department on demand the entire remaining balance due.

### **10.2 Liability of Personnel**

- 10.2.1 The Agency shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contribution under various enactments. There shall not be any Master servant relationship between the Agency's personnel and Department of Agricultural Marketing.
- 10.2.2 If, on account of default of the Agency, the department is compelled to make any payments/ contributions or discharge any responsibility/ liability of the Agency, the department shall be entitled to recover and/ or set off such amounts/ expenses incurred from the amounts due to the Agency under this or any other contract with the department without prejudice to the right of department to initiate appropriate legal proceedings for recovery of such amounts.

- 10.2.3 The Agency shall indemnify the department against all claims what so ever arising out of his default in respect of the personnel engaged by him under any Statute/ Law in force. The department shall in no way be responsible for any liabilities arising out of the Agency's contractual obligation with its personnel, experts, engineers, sub- contractors, licensors, collaborators, vendors, or subsidiaries, including but not restricted to statutory obligations towards EPFO, Income Tax department etc.
- 10.2.4 The Agency shall maintain and submit all Records & Returns prescribed under all the applicable enactments to the designated Authorities within the prescribed time limit and also inform to the Special commissioner and Director of Agricultural Marketing or any Officer acting on the contract as entered into between Department of Agricultural Marketing, Andhra Pradesh and the Contractor shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve up on them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.
- 10.2.5 Contractor shall be solely responsible for all claims arising out of any damage, accident, death etc. of the personnel of the contractor

### **10.3 Corrupt or Fraudulent Practices**

- 10.3.1 The Marketing Department requires that Tenderers observe the highest standard of ethics at the time of bidding and while providing services to the Marketing Department. In pursuance of this policy, for the purposes of this clause,
- i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
  - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of Marketing Department, and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the Marketing Department of the benefits of free and open competition.
- 10.3.2 The Marketing Department may reject the tender of the Lowest Tenderer/any other Tender, if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 10.3.3 The Marketing Department may withdraw the notification of award if it determines that the Selected Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

10.3.4 The Marketing Department may declare a Tenderer ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

#### **10.4 Conflict of Interest**

10.4.1 The Bidder participating in bidding process must not have a Conflict of Interest. A Conflict of Interest is considered to be a situation in which a party has interests that could improperly influence that party's performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations.

10.4.2 A Bidder may be considered to be in conflict of interest with one or more parties in a bidding process of, including but not limited to:—

- Have controlling partners/shareholders in common,or
- Receive or have received any direct or indirect subsidy from any of them,or
- Have the same legal representative for purposes of the Bid,or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the bid of another Bidder, or influence the decisions of the tendering entity regarding the bidding process,or
- The Bidder participates in more than one Bid in a bidding process. Participation by a Bidder in more than one bid will result in the disqualification of all bids in which the bidder is involved, However, this does not limit the inclusion of the same subcontractor, not otherwise participating as a Bidder, in more than one bid,or
- The entity or any of its executive that participated as a consultant in the preparation of DPR.

#### **10.5 Dispute Resolution and Litigations**

10.5.1 Any dispute regarding operation and maintenance of LED display boards shall be resolved in accordance with the guidelines for dispute resolution by the Disputes Committee for Online Markets issued by the Director, Agricultural Marketing Department, Government of Andhra Pradesh vide Order No. Proc.No. MR/47/2016, dated 10-2017 (see website: [www.tender.apecurement.gov.in](http://www.tender.apecurement.gov.in)).

10.5.2 Subject to the aforesaid, the Courts in Hyderabad or adjured city alone shall have jurisdiction in respect of any matter arising from or related to this tender or the Contract.

## Annexure - 1

Check list for TENDERNO: \_\_\_\_\_

### Project: Setting up of Turn Key Project for Groundnut

S.No.	Particulars	Eligibility/	Page No.	Remarks (If something is not applicable)
1.	Demand Draft against EMD: DD No _____ Dated _____ For (Rs.) _____ Drawn on _____ Bank _____	Yes/No		
2	Processing Fees Details Amount (Rs.) _____ Paid : Online /Offline Details: Receipt No./ DD No. _____ Dated _____	Yes/No		
3.	Tender Fees Details: Receipt No. _____ Date: _____ Amount: _____	Yes/No		
4.	<b>Annexure 2</b> Letter of Affirmation: on Letterhead	Yes/No		
5.	<b>Annexure 3</b> General information: on Letterhead	Yes/No		
6.	<b>Annexure 4</b> Information on qualification criteria: on Letterhead	Yes/No		
7.	<b>Annexure 5</b> Power of Attorney: on Stamp paper of Rs. 100/-	Yes/No		
8.	<b>Annexure 6</b> Declaration: on Letterhead	Yes/No		
8.	<b>Annexure 7</b> Technical Specification of all P&M proposed as per layout	Yes/No		
9.	Layout of Civil-work and P&M	Yes/No		
10.	Company Registration Certificate	Yes/No/NA		
11.	PAN Copy/TIN No. of company	Yes/No/NA		
12.	GST Certificate	Yes/No/NA		
13.	Service Tax Registration	Yes/No/NA		

13.	<b>Audited Balance Sheet:</b> 2015-16, Turnover Value (Rs. Cr.) _____ 2016-17, Turnover Value (Rs. Cr.) _____ 2017-18, Turnover Value (Rs. Cr.) _____	Yes/No/NA		
14.	Authorized dealer certificate from Manufacturer (if applicable)	Yes/No/NA		
15.	Proofs in support of executing similar projects Enclose the relevant purchase orders/ completion certificate/ letter from client	Yes/No/NA		
16.	Agreement between bidders in case of consortium.	Yes/No		
17.	Brochures/ Fliers	Yes/No		
18.	Other supporting documents for Technical Bid	Yes/No		

Signature of the Tenderer with Company

Seal and Date

## Annexure- 2

### Letter of Affirmation

(To be given in the letterhead of the Tenderer)

To

O/o. Commissioner and Director of Agri. Marketing,  
Old Mirchi Market Yard,  
Chuttugunta,  
Guntur-522004.

Sir,

It is hereby affirmed that we, M/s. \_\_\_\_\_ (Name of the Tenderer to be filled in) have not been declared ineligible by Government of India or any state government or any public sector undertaking of the Government of India or any state government and are not ineligible to participate in the tender for operations and maintenance of the invited by you vide Tender No. \_\_\_\_\_ dated \_\_\_\_\_.

Yours sincerely,

Authorized signatory

## Annexure- 3

### Format for furnishing general information about the Tenderer

(To be given in the letterhead of the Tenderer)

To

The Commissioner and Director of Agrl. Marketing,  
Old Mirchi Market Yard,  
Chuttugunta, Guntur-522004.

Sir,

We are herewith furnishing the following general information.

1	Name of the Tenderer (Specify principal bidder in case of consortium)	
2	Address for correspondence	
3	Name, address, telephone number and email of the contact person to whom all correspondence in respect of this tender should be sent	
4	The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.	
5*	— PAN Numbers — GST Number	
6*	Date & Year of Establishment/ incorporation of firm	
7*	Number of years of experience in similar Business	

*\*\*Self attested copies of supporting document has to be submitted by Bidder*

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorised signatory

## Annexure-4

### Format for furnishing information on satisfying qualification criteria along with supporting documents

To

The Commissioner and Director of Agrl. Marketing,  
Old Mirchi Market Yard, Chuttugunta,  
Guntur-522004

Sir,

We are herewith furnishing details on satisfying eligibility criteria along with supporting documents.

<b>1</b>	<b>Name, address, telephone number and email of the contact person to whom all correspondence in respect of this tender should be sent</b>	The Commissioner and Director of Agrl. Marketing, Old Mirchi Market Yard, Chuttugunta, Guntur-522004.  Email: <a href="mailto:comm_mktg@yahoo.com">comm_mktg@yahoo.com</a>
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<b>S. No.</b>	<b>Qualification Criteria</b>	<b>Supporting document required</b>
1.	The Bidder shall have an experience not less than 3 years ending 31 <sup>st</sup> March 2018, in the field of setting up the similar projects	Registration certification of the firm issued by competent authority/ Partnership deed/ Certificate of incorporation, etc., as applicable.
2.	The bidder shall be a proprietorship/ partnership firm OR Limited Co. or Private Limited Co., having a registered establishment in India.	
		<b>Enclosed / Not Enclosed</b>
3.	The minimum average annual turnover of the bidder from setting up food processing centres for last three financial years, i.e., FY 2015-16 to FY 2016-17 and FY 2017-18 must be not less than Rs. 3.00 Crore.	Certificate from a Chartered Accountant certifying the turnover with its ICAI Registration Number & Seal. Audited balance sheet for FY 2015-16, 2016-17 and 2017-18  <i>(Provisional P&amp;L &amp; BS for FY 2017-18 in case the audited financials are not available)</i>
		<b>Enclosed / Not Enclosed</b>



4.	The bidder should have an experience of setting up turnkey solutions for Food & Agri Sector	Documents like PO, satisfactory installation reports, Testimonial from the customers etc.
		<b>Enclosed / Not Enclosed</b>
5.	The bidder should have registered number for <ul style="list-style-type: none"> <li>I. Certificate of Incorporation</li> <li>II. GST Registration</li> <li>III. PAN</li> </ul>	GST Registration number PAN number Certificate of Incorporation
		<b>Enclosed / Not Enclosed</b>

Certified that, the above information furnished is true and correct to the best of our knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Department may have under the Contract and Law.

Place:

Date:

Authorised signatory

## Annexure- 5

### Power of Attorney for signing of Tender

(To be executed on a 100Rs stamp paper)

Know all men by these presents, We, \_\_\_\_\_ (name of the company and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (Name), son/daughter/wife of \_\_\_\_\_ and presently residing at \_\_\_\_\_ who is presently employed with us and holding the position of \_\_\_\_\_ as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender for providing e-transport permit Services for the Regulated Markets in Andhra Pradesh, including but not limited to signing and submission of all applications, tenders and other documents and writings, participate in Tenderers' and other conferences and providing information / responses to the Company, representing us in all matters before the Company, signing and execution of all contracts including the agreement and undertakings consequent to acceptance of our tender, and generally dealing with the Company 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 Company.

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

***IN WITNESS WHEREOF WE \_\_\_\_\_ THE ABOVE NAMED  
PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF 2018.***

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Witnesses:

(Signature)  
(Name, Title and Address)

**Accepted by [Authorised]**

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

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

*Also, wherever required, the Tenderer 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 Tenderer.*

## Annexure- 6

### Declaration by the Bidder regarding Qualifications

In relation to my/our Bid submitted to Agricultural Marketing department for setting up the primary processing centre for Groundnut in response to their Notice Inviting Bid No. \_\_\_\_\_ . I/we hereby declare under that:

- I/we possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the Procuring Entity.
- I/we have fulfilled my/our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- I/we are not insolvent, in receivership, bankrupt or being wound up, not have my/our affairs administered by a court or a judicial officer, not have my/our business activities suspended and not the subject of legal proceedings for any of the foregoing reasons.
- I/we do not have, and our directors and officers not have, been convicted of any criminal offence related to my/our professional conduct or the making of false statements or misrepresentations as to my/our qualifications to enter into a procurement contract within a period of three years preceding the commencement of this procurement process, or not have been otherwise disqualified pursuant to debarment proceedings;
- I/we do not have a conflict of interest as specified in the Act, Rules and the Bidding Document, which materially affects fair competition.
- I/we have not been black listed or debarred by any state or government agency for setting up or supplying the processing equipment as on the last date of bid submission.
- My/our contract has not been terminated before the expiry of the contract with any central/ state Govt.
- I/ we acknowledge that our Earnest Money Deposit and/or Security Deposit has not been forfeited by the any central/ state Govt Department, during the last five years from the last date of bid submission, for breach of any terms and conditions.
- I /we acknowledge that proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involvingmoral turpitude.

Date: \_\_\_\_\_ Signature of bidder

Place: \_\_\_\_\_ Name:

Designation:

(Company seal required)

## Annexure- 7

### Technical Specifications

#### Technical Specification for Complete Groundnut Processing

- All mandatory ISO, BIS etc. standards relevant to the equipment/items must be complied with.
- The equipment used shall be energy efficient.
- Material used shall be food safe, product safe & environment safe.
- Relevant approvals/ Certificates from the concerned department/body/organisation etc. if any shall be provided by the vendor.
- The AGMARK standards for quality of Groundnut shall be adhered to.
- The contents of this technical specifications incorporates the minimum specification that the tenderer can refer while inviting quotations from the vendors. These are just indicative and required components & associated accessories may differ.

#### 1 Pre-Cleaning and Decortivating Section

<b>Functional Requirement:</b>	
The whole Groundnut need to be cleaned by way of removing dirt and stone before putting up for decortication. There will be two lines of 3 MT each which need to be installed for parallel processing of two batches of Groundnut. The pre-cleaning section should be fully automated with supporting conveyers, bins and elevators with no requirement of manual transfer of the produce.	
Required Capacity	<ul style="list-style-type: none"> <li>▪ 2 lines of 3 MT/hr capacity with following equipment.in each line</li> </ul>
Round Chalana	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Suction Type Destoner	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Screw Conveyor for adding moisture	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> <li>▪ Storage bin for moisture setting with min capacity of 24 MT for each line divided into 8 sections of 3 MT</li> </ul>
Decorticators -1,2,3 (Singal Chamber) With Stand	<ul style="list-style-type: none"> <li>▪ It should be a set of three with two primary and one secondary</li> <li>▪ Min capacity 1.5 MT/hr each</li> <li>▪ Motor – Provide details</li> </ul>
Flat Chalana	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Pods Separator	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> </ul>

	<ul style="list-style-type: none"> <li>▪ Motor – Provide details</li> </ul>
Bucket Elevators	<p>Provide following details about each elevator as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p>
Conveyer Belts	<p>Provide following details about each conveyer as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p> <p>(All the conveyers proposed for pod and kernels shifting should be closed conduit or trapezoidal conveyer to avoid spillage)</p>
Intermediate Bins	<ul style="list-style-type: none"> <li>▪ Must be MS Steel of appropriate thickness (Provide detail)</li> <li>▪ Storage Capacity – Provide details &amp; dimensions</li> </ul>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>▪ Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>

## 2 Small Capacity Pre-Cleaning Section

### **Functional Requirement:**

The smaller lots of Groundnut need to be cleaned by way of removing dirt and stone

without any further processing. There will be one set of pre-cleaner and de-stoner of 1MT which need to be installed for processing of smaller size lots of Groundnut.	
Required Capacity	<ul style="list-style-type: none"> <li>▪ 1 lines of 1 MT/hr capacity with following equipment</li> </ul>
Pre-cleaner	<ul style="list-style-type: none"> <li>▪ Min capacity 1 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Suction Type Destoner	<ul style="list-style-type: none"> <li>▪ Min capacity 1 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>▪ Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>

### 3 Secondary Cleaning Section

<b>Functional Requirement:</b>	
The separated kernels further need to be cleaned by way of removing dirt, stone, metal and light hollow/light weight/ defective kernels before putting up for color sorting. There will be two lines of 3 MT each which need to be installed for parallel processing of two batches of Groundnut. The section should be fully automated with supporting conveyers, bins and elevators with no requirement of manual transfer of the produce.	
Required Capacity	<ul style="list-style-type: none"> <li>▪ 2 lines of 3 MT/hr capacity with following equipment.in each line</li> </ul>
Classifier (3- Seives) with Aspiration Box for cleaning kernels	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Cyclone with Airlock to separate dust	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
VibroDestoner to remove stones	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Magnet Box to remove metal impurities	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Gravity Separator to separate	<ul style="list-style-type: none"> <li>▪ Min capacity 3 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>

kernel based on weight	
Bucket Elevators	<p>Provide following details about each elevator as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p>
Conveyer Belts	<p>Provide following details about each conveyer as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p> <p>(All the conveyers proposed for pod and kernels shifting should be closed conduit or trapezoidal conveyer to avoid spillage)</p>
Intermediate Bins	<ul style="list-style-type: none"> <li>▪ Must be MS Steel of appropriate thickness (Provide detail)</li> <li>▪ Storage Capacity – Provide details &amp; dimensions</li> </ul>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>▪ Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>

#### 4 Color Sorter and Accessories

<b>Functional Requirement:</b>	
<p>The two lines of cleaning shall merge into one pre-sorter storage bin with separate chambers for pre-sorting storage. The Color Sorter should be multi-commodity and supplied with all the necessary support equipment. The section should be fully automated with supporting conveyers, bins and elevators with no requirement of manual transfer of the produce.</p>	
Required Capacity	<ul style="list-style-type: none"> <li>▪ 5 MT/hr</li> </ul>



Pre-sorter Storage Bin	<ul style="list-style-type: none"> <li>▪ Two chambers with min capacity of 5 MT each</li> <li>▪ Must be MS Steel of appropriate thickness (Provide detail)</li> <li>▪ Storage Capacity – Provide details &amp; dimensions</li> </ul>
Color Sorter	<ul style="list-style-type: none"> <li>▪ Min capacity 5 MT/hr</li> <li>▪ Trichromatic Technology based color sorting</li> <li>▪ Adjustable size and shape sorting for multi-commodity sorting</li> <li>▪ Automatic quality scanning for approval &amp; rejection</li> <li>▪ 7 to 8 chute</li> <li>▪ Camera : Should be standard make – Provide details</li> </ul>
Air Compressor	<ul style="list-style-type: none"> <li>▪ ~ 130 CFM</li> <li>▪ Motor – Provide details</li> </ul>
UPS for Sorter	<ul style="list-style-type: none"> <li>▪ Input Power with min 15 minute Power Backup</li> </ul>
Sorter Cabin	<ul style="list-style-type: none"> <li>▪ Material: Aluminium Section</li> <li>▪ Dimensions: Provide details</li> <li>▪ Must have ample moving and working space</li> </ul>
Bucket Elevators	<p>Provide following details about each elevator as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p>
Conveyer Belts	<p>Provide following details about each conveyer as per design</p> <ul style="list-style-type: none"> <li>▪ Placement &amp; Usage</li> <li>▪ Dimensions (Length, Width, Height)</li> <li>▪ Capacity (MT/hr)</li> <li>▪ Motor – Provide details</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft)</p> <p>(All the conveyers proposed for pod and kernels shifting should be closed conduit or trapezoidal conveyer to avoid spillage)</p>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>▪ Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>

## 5 Grading and Packaging Section

### **Functional Requirement:**

The mechanical grader is required for grading the groundnut into different grades based on sizes. The grader should be suitable for grading the produce into different sizes and should have provision for adjusting as per the requirement of size.

The Automatic Fill Seal packaging machine is required to pack the finished product into 50 Kg Plastic bags. The bags shall have tags/labelling displaying the details of the batch and quality of the commodity as provided by the Assaying Lab. Apart from this one 5 kg sample bag also need to be separately packed from each lot with similar details and labelling.

Required Capacity	<ul style="list-style-type: none"> <li>▪ 2 Sets of min. capacity of 2.5 MT/hr each</li> </ul>
Grading Classifier (2- Seives)	<ul style="list-style-type: none"> <li>▪ 2 sets of Min 2.5 MT/hr capacity each</li> <li>▪ Motor – Provide details</li> </ul>
Automatic Fill Seal Packaging machine	<ul style="list-style-type: none"> <li>▪ Min 5 MT/hr</li> <li>▪ Motor – Provide details</li> </ul>
Packing Material	<ul style="list-style-type: none"> <li>▪ Plastic bags</li> </ul>
Standard Size	<ul style="list-style-type: none"> <li>▪ 50 Kg</li> </ul>
Machine Type	<ul style="list-style-type: none"> <li>▪ Automatic Fill Seal Machine</li> </ul>
No. of bags/ hour	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
Sealing	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
Coding & labelling	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>▪ Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>▪ Provide details</li> </ul>

## 6 Fuel Briquetting Section

### **Functional Requirement:**

Two fuel briquetting machines of 1.5 MT each are required for briquetting of Groundnut shell for using as fuel.	
Required Capacity	<ul style="list-style-type: none"> <li>Two machines with min capacity of 1.5 MT/hr</li> </ul>
Finished Product Size	<ul style="list-style-type: none"> <li>Around 90mm diameter</li> </ul>
Finished Product Shape	<ul style="list-style-type: none"> <li>Cylindrical</li> </ul>
Raw Material Form	<ul style="list-style-type: none"> <li>Groundnut shell and other agro waste</li> </ul>
Moisture content of Raw Material	<ul style="list-style-type: none"> <li>8% to 15%</li> </ul>
Power Requirement for the sections	<ul style="list-style-type: none"> <li>Provide details (HP)</li> </ul>
Electricity consumption/ hrs	<ul style="list-style-type: none"> <li>Provide details</li> </ul>
No. of operating labor required	<ul style="list-style-type: none"> <li>Provide details</li> </ul>

## 7 Support Conveyers/ Bins/ Structure

<b>Functional Requirement:</b>	
The Primary Processing Centre operations are envisaged to be optimally automated with minimal requirement of manual labour. The vendor should therefore provide the details of conveyers, bins and structure as and where required into the process based on the suggested P&M design.	
<ul style="list-style-type: none"> <li>Conveyers and Elevators</li> </ul>	
Detail for each Elevator and Conveyers to be provided	<ul style="list-style-type: none"> <li>Position, utility</li> <li>Size – length and width</li> <li>Type – Belt/ Bucket/ Roller etc</li> <li>Motor Capacity</li> <li>Electricity Consumption/ hr</li> </ul> <p>(to reduce the power consumption elevators and conveyers should be designed to be connected and operated by single shaft) (All the conveyers proposed for pod and kernels shifting should be closed conduit or trapezoidal conveyor to avoid spillage)</p>
<ul style="list-style-type: none"> <li>MS Bins</li> </ul>	
Detail for each Bin to be	<ul style="list-style-type: none"> <li>Position, utility</li> </ul>

provided	<ul style="list-style-type: none"> <li>▪ Dimension – L x B x H</li> <li>▪ Capacity</li> <li>▪ Body type – MS/ SS / thickness</li> </ul>
<ul style="list-style-type: none"> <li>▪ Platform &amp; structure</li> </ul>	
Details to be provided	<ul style="list-style-type: none"> <li>▪ Position, utility</li> <li>▪ Structure type</li> <li>▪ Details of quantity and material required</li> <li>▪ Estimated steel weight</li> </ul>

## 8 Material Handling Equipment

<b>Functional Requirement:</b>	
The support equipment for Primary Processing Centre are required to ease the operations by enabling easier movement of the bags with in the PPC and Storage area.	
<ul style="list-style-type: none"> <li>▪ Hydraulic Pallet Truck (Forklift)</li> </ul>	
Number of forklift required	<ul style="list-style-type: none"> <li>▪ One</li> </ul>
Capacity	<ul style="list-style-type: none"> <li>▪ Capacity of 2.5 tonnes.</li> </ul>
Power	<ul style="list-style-type: none"> <li>▪ Electric operated</li> </ul>
Type	<ul style="list-style-type: none"> <li>▪ Stainless Steel body with powder coated frame. Polyurethane wheels &amp; rollers for smooth running. Manufacturing company should be ISO: 9001</li> </ul>
<ul style="list-style-type: none"> <li>▪ Two Way Hand Trolley/Wheel Hand Cart</li> </ul>	
Number of hand cart required	<ul style="list-style-type: none"> <li>▪ Five</li> </ul>
Capacity	<ul style="list-style-type: none"> <li>▪ Capacity of 300 kg.</li> </ul>
Body type	<ul style="list-style-type: none"> <li>▪ MS body with powder coating frame. Noiseless wheels for smooth running.</li> </ul>
<ul style="list-style-type: none"> <li>▪ Electronic Weighing Scale</li> </ul>	
Number of Scales required	<ul style="list-style-type: none"> <li>▪ Five</li> </ul>
Capacity	<ul style="list-style-type: none"> <li>▪ 0 to 100 kg</li> </ul>

9 Operating Cost Details:

<b>Requirement:</b>	
Provide an estimated cost of operation in Rs. per MT of kernel terms for sorting, grading and up to packaging.	
Electricity Consumption	▪ _____ kWh/ MT of kernel
Electricity Rate	▪ Rs. 10/ kWh
<b>Cost of Electricity (A)</b>	▪ <b>Rs. _____</b>
Labour Requirement in Man days term	▪ _____ man days/ MT of kernel
Labour rate	▪ Rs. 250 per man days
<b>Labour Cost (B)</b>	▪ <b>Rs. _____</b>
<b>Total Cost A+ B = (C)</b>	▪ <b>Rs. _____</b>

## Annexure-8

### Format for Financial Bid

To

The Commissioner and Director of Agriculture Marketing,  
Old Mirchi Market Yard,  
Chuttugunta, Guntur-522004.

Sir,

We are herewith furnishing details of Financial Bid for the supplying following equipment/ Machines/ components as per the tender No. \_\_\_\_\_  
Dated \_\_\_\_\_

<b>Financial offer for Primary Processing Center for Groundnut at Adoni</b>					
<b>S. No.</b>	<b>Component</b>	<b>Capacity/ Unit</b>	<b>No. of Units</b>	<b>Unit Price (INR)</b>	<b>Total Price (INR)</b>
1	Pre-Cleaning and Decorticating Section	3 MT/ Hr	2		
2	Secondary Cleaning Section	3 MT/ Hr	2		
3	Color Sorter and Accessories	5 MT/ Hr	1		
4	Grading and Packaging Section	5 MT/ Hr	1		
5	Fuel Briquetting Section	1.5 MT/ Hr	2		
6	Support Conveyers/ Bins/ Structure				
6a	Conveyers	As per design			
6b	Bins	As per design			
6c	Platform & structure	As per design			
7	Material Handling Equipment				
7a	Hydraulic Pallet Truck (Forklift)	2.5 MT	1		
7b	Hand Trolley/Wheel Hand Cart	300 Kg	5		
7c	Electronic Weighing Scale	100 kg	5		
<b>8</b>	<b>Small Capacity Pre-Cleaning Section</b>	<b>1 MT/hr</b>	<b>1</b>		

	<i>Delivery, Installation and Other Expenses</i>	
	<i>Maintenance Charges for 3 years</i>	
	<i>GST &amp; Taxes</i>	
	<b>Total Price for Supply, Installation &amp; Maintenance</b>	
<b>A</b>	<b>Final Price Quoted (in figures)</b>	
<b>B</b>	<b>Final Price Quoted (in words)</b>	

- We confirm to adhere to the fair business practices and be ready for the consequences if any discrepancies are found in the records. The decision of Agricultural Marketing Department shall be final in case of any discrepancies.
- We confirm, the price quoted about is on door step delivery basis (at the market yard) inclusive of all the expenses required for transport, packaging & insurance of the products.

Place:

Date:

Authorised Signatory

**Important Instructions for making Financial Bid:**

1. The prices should be quoted for individual units separately and will be evaluated on individually.
2. If the price is quoted in foreign currency, kindly mention the conversion used. The conversion rate on the day of the opening of the financial bid will be used at the time of placing the order. The risk of currency depreciation will be borne by the supplier while the benefit of appreciation should be passed to the department.
3. The final price must be inclusive of all the taxes, duties and expenses. Any exemption certificate if needed which department can provide, should be mentioned separately.
4. In case any optional item is there, that has to be mentioned separately.
5. The specification mentioned under description must contain all the specification listed in Annexure 7. The bidder should mention whether the quoted instrument complies to the specification listed in Annexure.
6. The liability of the insurance rests with the bidder.
7. The authorised person should put his/her initials on every page of financial bid and full signature and stamp wherever mentioned/needed.

## Annexure- 9

### Proposed format for Contract Agreement

#### AGREEMENT

**THIS AGREEMENT** is made on this \_\_\_\_\_ day of \_\_\_ 2018 at Guntur between **the Commissioner and Director Of Agricultural Marketing**, a department under the Andhra Pradesh (A.P & L.S) Markets Act' 1966 and having its registered office at Old Mirchi Yard, Chuttagunta, Guntur, India (hereinafter referred to as "the Marketing Department") which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**;

\_\_\_\_\_ and having its registered office \_\_\_\_\_ (hereinafter referred to as '**the Vendor**'), which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns of the **SECONDPART**;

Both Agricultural Marketing Department and the Vendor shall wherever the context so requires, be referred to individually as ' Party' and jointly as ' Parties'

#### WHEREAS

The Agricultural Marketing Department regulated markets of the state, where, agricultural produce brought to markets by farmers are to be traded in accordance with the orders issued by the Director, of Agricultural Marketing under Andhra Pradesh (Agricultural Produce & Live Stock) Markets Act'1966 and with Rules' 1969.

The Agricultural Marketing Department invited bids for setting up Primary Processing Center in selected Markets vide Tender notice \_\_\_\_\_ and in response M/s \_\_\_\_\_ submitted its bid and have been declared as the Selected Tenderer in accordance with the process and terms of the aforesaid tender document.

In terms of the provisions of the aforesaid tender document, the Selected Tenderer is required to enter into an agreement with the Agricultural Marketing Department which the Parties hereby do.



**NOW, THEREFORE**, in consideration of the mutual agreements here in contained and other good and valuable consideration the receipt and sufficiency whereof is hereby acknowledged, the Parties here to agree as follows:

**Definitions and interpretation:**

In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:

- I. **"Act"** shall mean Andhra Pradesh (AP & LS) Markets Act'1966 with Rules 1969 as amended from time to time.
- II. **"Agreement"** shall mean this Agreement together with all its schedules, annexures and amendments from time to time and includes the tender document with amendments thereof after the pre-bid meeting, negotiation proceedings and related correspondences.
- III. **"Applicable Law"** means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorisation or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
- IV. **"Primary Processing Center"/ "PPC"** refers to the infrastructure to be set up by the Vendor, on turnkey basis, for providing Primary Cleaning, Decortication, Secondary Cleaning, Colour Sorting, Grading and Packaging and Fuel Briquetting facilities for Groundnut. The details and specifications of P&M as listed in the **Schedule B** of this document.
- VI. **"Supply and Installation Fee"** the charges quoted by the Vendor and finalized by the Marketing Department as per the process of tender, mentioned in the **Schedule C** of this document.
- VII. **"Commodity or Commodities"** shall mean the Groundnut in the form of Whole/ Shelled, here to as amended from time to time by the order of Director.
- VIII. **"Director"** shall mean the Director of Agricultural Marketing as defined in the Andhra Pradesh (Agricultural Produce & Live Stock) Market Rules' 1969
- IX. **"Marketing Department"** shall mean the Agricultural Marketing Department of Andhra Pradesh.
- X. **"Market or Markets"** shall have the meaning ascribed to it in the Andhra Pradesh Agricultural Produce Marketing (Regulation and Development) Act, 1966 and

includes a main market yard, a market sub-yard and a sub-market yard.

- XI. **"Tender document"** shall mean the tender document no in response to which the Vendor offered their bid and was declared as the Selected Tenderer;
- XII. **"Working Day"** for any Market shall mean all the days when such Market is open for sale of Commodities.
- XIII. **"Working Hours"** for any Market shall mean the hours during which Commodities are permitted to be sold in a Market.

In this Agreement, unless the context otherwise requires:

- (i) Words of any gender are deemed to include the other gender;
- (ii) Words using the singular or plural number also include the plural or singular number, respectively;
- (iii) The terms "here of", " herein" , "here by" , "here to" and any derivative or similar words refer to this entire Agreement;
- (iv) The terms "section" "sub-section" and "schedule" refer to a section , sub-section or schedule of this Agreement;
- (v) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation ;
- (vi) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (vii) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto under Applicable Law;
- (viii) Referencetotheword"include"or"including"shallbeconstruedwithout limitation;
- (ix) Schedules annexed to this Agreement form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.

**Primary Processing Center (PPC) infrastructure:**

The Vendor shall undertake the responsibility in terms of setting up of the Primary Processing Center on turnkey basis, including designing, supplying, installation and trial run of the Machinery.

Primary Processing Center should have all the infrastructure as mentioned in the **Schedule B** of this document along with the necessary support equipment and accessories.

The Department shall provide land & civil work for setting up the Primary Processing Center (i.e. covered shed and the godown infrastructure), based on the requirement and detailed design submitted by the selected vendor.

The detailed scope or work has been attached as Schedule A.

**Consideration:**

In consideration of Supply and Installation of plant and machinery by the Vendor, the Agricultural Marketing Department shall pay to the Vendor, the Supply and Installation Fees as detailed and in the manner mentioned in the **Schedule-C**.

The Supply and Installation Fees is inclusive of all costs, all taxes, duties, levies etc., and the Vendor shall not be entitled to charge any fee, charges or other costs from the Agricultural Marketing Department other than amounts as stated in the Schedule-C;

Any change in the rate of any taxes, duties, levies etc., from what has been specified by the Vendor in its tender shall be to the account of the Vendor.

**Standard of Services:**

The Vendor shall exercise due care in providing the Services and shall conduct itself in a professional manner without mollification and arbitrariness.

In case of a dispute before the Disputes Committee for Online Markets set up by the respective market committee under Andhra Pradesh (Agricultural Produce & Live Stock) Markets Act'1966 and with Rules' 1969 regarding the services provided by Vendor, the Vendor shall abide by such directions as may be issued by the Marketing Department.

**Term:**

The Agreement shall come into force from the date written herein above and the shall remain in force and binding on the Parties for a period of 3 years from the date of handover of the facilities, after successful installation and trial run of the project. .

The Agricultural Marketing Department may, choose to extend the contract, for a further period based on the mutually agreed terms.

**Force Majeure:**

Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure " means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

**General Covenants:**

This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer -employee or a principal-agent relationship between the Agricultural Marketing Department and the Vendor and/or its personnel/representatives.

The Vendor and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Agricultural Marketing Department or in any manner bind the Agricultural Marketing Department or hold out or represent that the Vendor are acting as an agent of the Agricultural Marketing Department.

Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.

Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.

No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.

All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to

such other addresses as may be notified in writing by either party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.

Any difficulty arising in the implementation of this Agreement may be resolved by the Agricultural Marketing Department, which shall be guided by the orders issued by the Director under Andhra Pradesh (Agricultural Produce & Live Stock) Markets Act'1966 and with Rules' 1969.

**Disputes:**

The Vendor and the Marketing Department shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.

All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and /or compensation/damages payable under the Agreement or unresolved disputes of any matter whatsoever arising under the agreement which have not been settled, shall be resolved in with mutual discussion/ consultation.

In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court.

The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Guntur and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Guntur only.

**Governing law:**

This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Guntur.

This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

**Representation:**

The Vendor represent that all the information submitted in the bid in response to

the Tender Notice are correct and true.

Each Party represent that it is competent to sign and execute the Agreement through their authorised representative/s.

**In witness whereof the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.**

Signed and delivered by the Spl. Commissioner and Director of Agricultural Marketing, Govt. of Andhra Pradesh, Guntur for the Agricultural Marketing Department and its authorised representative

By:

Name:

Title:

Signed and delivered by the Vendor by its authorised representative

By:

Name:

Title:

Witnesses:

1.

2.

(With names and addresses)

SCHEDULE-A (Scope of work)

SCHEDULE B (Detail of P&M and Specifications)

SCHEDULE C (Supply and Installation Charges)