



## OFFICE OF THE REGULATED MARKET COMMITTEE, KUCHINDA

At/- Kundaposi, Po-Kuchinda, Near-Fire Station, In Front of Forest Park, Sambalpur  
Pin-768222 Tele Phone No. (06642) 221066, Email ID-rmc.kuchinda@gmail.com

Letter No.- 643  
RMC/MKTY-2022-23

Date- 27/01/2023

### Expression of Interest (EOI)

**Subject:** Empanelment of exporters/ Traders to promote sale of Dry red Chilly produced in the Kuchinda Sub-Division in Domestic or International Market

The Sub-Collector-cum-chairman RMC, Kuchinda on behalf of the RMC, Kuchinda invites sealed application from reputed agencies / Companies to submit proposal for Empanelment of exporters/ Traders to promote sale of Dry red Chilly produced in the Kuchinda Sub-Division in Domestic or International Market.

The detail can be seen from the Sambalpur District web site. [www.sambalpur.nic.in](http://www.sambalpur.nic.in).

#### Scope of Work:

The Exporter/ Trader is required to carry out all necessary works mentioned in the Terms of Reference (ToR) towards Empanelment of exporters/ Traders to promote sale of Dry red Chilly produced in the Kuchinda Sub-Division in Domestic or International Market

An amount of **Rs.5000/- (Rupees Five thousand)** only (non-refundable) towards the cost of the EOI document shall have to be enclosed in the shape of a "Demand draft" drawn on any Nationalized Bank Payable in favour of Secretary Regulated Market Committee, Kuchinda.

The proposal should be submitted to The Secretary RMC, Kuchinda through Speed/Regd. Post or drop in the drop box available on the office premises by 3:00 P.M till 07.02.2023

The proposal of Expression of Interest for Empanelment of exporters/ Traders to promote sale of Dry red Chilly produced in the Kuchinda Sub-Division in Domestic or International Market will be opened on dt. 08.02.2023 at 3.30 P.M, if possible, in the presence of those bidders who chose to attend.

The Proposal shall be evaluated jointly by the committee of Sub-Collector Kuchinda, RMC Secretary, Kuchinda, ADH, Kuchinda and among the feasible proposal, the proposal satisfying technical parameters and other conditions of EOI shall be Empanelled.

The Exporter/ Traders shall be solely responsible for any cost they may incur for a site visit, transport, faxes, postage, telephones etc. in the process of submission of the proposal. The RMC, Kuchinda reserve the right at its absolute discretion to accept or reject any of the proposals without assigning any reason /reasons.

Should they require any further information they may contact the Secretary RMC, Kuchinda

  
Sub-Collector-cum-chairman  
RMC, Kuchinda

Memo No . 644 RMC/date. 27 / 01 /2023

Copy forwarded to the Sub-Collector, Kuchinda/BDO, Kuchinda/PA, ITDA, Kuchinda/  
Tahsildar, Kuchinda for kind information and wide publication.

Copy to the Notice Board, RMC, Kuchinda for information and wide publication.

  
Sub-Collector-cum-chairman  
RMC, Kuchinda

Memo No . 645 RMC/date. 27 / 01 /2023

Copy forwarded to the Editor, the Dharitri/Dinahpi, Oriya Daily for information and wide  
publication. He is required to publish in the next issue using minimum space limiting to total  
cost not exceeding Rs,5000/- (Rupees Five thousand) only.

  
Sub-Collector-cum chairman  
RMC, Kuchinda

Memo No . 646 RMC/date. 27 / 01 /2023

Copy Submitted to the Director Agricultural Marketing Odisha Bhubaneswar for the favour  
of kind information and necessary action

  
Sub-Collector-cum-chairman  
RMC, Kuchinda

Memo No . 647 RMC/date. 27 / 01 /2023

Copy to the DIO, NIC, Sambalpur with a request to upload this notice in the District  
portal ([www.sambalpur.nic.in](http://www.sambalpur.nic.in))

  
Sub-Collector-cum-chairman  
RMC, Kuchinda

**Expression of Interest**

**For**

**Empanelment of Exporters/Traders to Promote Sales of Dry  
Red Chilli produced in the Kuchinda Sub-division in  
Domestic/International Markets**

**The Regulated Market Committee  
Kuchinda, Sambalpur, Odisha**

## Disclaimer

- i. The information contained in this Expression of Interest ("EOI") document provided to the Applicant(s), by or on behalf of The regulated Market Committee, Kuchinda or any of its employees or advisors, is provided to the Applicant(s) on the terms and conditions set out in this EOI document and all other terms and conditions subject to which such information is provided.
- ii. The purpose of this EOI document is to provide the Applicant(s) with information to assist the formulation of their Proposals. This EOI document does not purport to contain all the information each Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for RMC Kuchinda to consider the business/investment objectives, financial situation and particular needs of each Applicant who reads or uses this EOI document.
- iii. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability, and completeness of the information in this EOI document and where necessary obtain independent advice from appropriate sources. The RMC Kuchinda, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules, or regulations as to the accuracy, reliability, or completeness of the EOI document.
- iv. RMC Kuchinda may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document or modify it.

## 1. INTRODUCTION

### 1.1 Project

Regulated Market Committee, Kuchinda herein referred as "RMC" is in the process of developing export channels in international markets as well as sale of Dry Red Chilli in domestic market which is grown in large part of Kuchinda sub division in Sambalpur district.

The RMC envisages to engage private agencies for development of export channels in International Markets for Dry Red Chilli by inviting proposal for empanelment with RMC. The empaneled exporters and traders here in after referred as "**Applicant**" will promote export of Dry red Chilli through offline and online sales & marketing channels.

### 1.2 Expression of Interest

RMC invites proposals through this EOI for Empanelment of exporters and traders to promote sales of Dry red chilli grown in Kuchinda sub division in International and domestic Markets

### 1.3 Due diligence by Applicants

The Applicants are advised to inform themselves about this empanelment and the conditions of this EOI before submitting the Application

### 1.4 Procurement of EOI Document

The EOI Document can be downloaded from the official website [https://www.\\*\\*\\*\\*\\*](https://www.sambalpur-nic.in)

### 1.5 Validity of the EOI

The proposals submitted by applicant shall be valid for a period of not less than 120 days.

### 1.6 Limitation of EOI

This EOI has been issued for empanelment of Exporter which will remain valid for 120 days.

### 1.7 Brief description of the Empanelment Process

The empanelment process is a single-stage bidding process wherein, interested applicant/s are invited to submit their proposal/s in response to this EOI. Proposals of Applicants meeting the **Minimum Qualification Criteria** as per **clause 2** will be further scored as per **Clause 3 Technical Evaluation Criteria**. Based on the scores obtained by the applicants as per **Clause 3** list of exporters shall be prepared.

## 1.8 Important Dates

The RMC, Kuchinda would endeavor to adhere to the following schedule

Sr. No	Parameters	Date & Time
1	Issue of EOI document	27.01.2023
2	Submission of Proposal document	07.02.2023
3	Opening of Proposal document	08.02.2023

## 1.9 Communications

All communications including the submission of Proposal should be addressed to:

**The Chairman,**  
Regulated Market Committee, Kuchinda  
At- Kundapost, PO-Kuchinda,  
Near Fire Station, In Front of Forest Park,  
Sambalpur PIN-768222

Telephone No. (06642) 221066  
E-mail: rmc.kuchinda@gmail.com  
Website:

Applicant should submit their proposal in the sealed envelope clearly indicating **“Proposal for Empanelment of exporters and traders to promote sales of Dry Red Chilli from Kuchinda”** in bold letters on top of the envelope.

## 2. MINIMUM ELIGIBILITY CRITERIA

- The applicant should be a registered company or Consortium of companies. (Including partnership firms, proprietorship firms)
- The applicant should have requisite licenses/ certificates/ registrations to perform export/ operations of Agri based products/ food processing Unit.
- Applicant should have prior work experience in exporting/ trading of Agri/Marine based products or Food Processing sector for at least 3 (three) years or more, having Applicants' registered office or processing unit or warehouse or wholesale network in India and abroad.

OR

Start-ups related to Food Processing or Agriculture sector who are willing to start their business in agricultural products' export/ trade/ marketing and are recognized by Department for Promotion of Industries and Internal Trade (DPIIT), Government of India or State Government. Such start up applicant shall be required to procure all the requisite licenses before signing the agreement.

- d) The applicant willing to venture into export business who are currently in the business of processing/ packaging/ marketing of Agri based products. Such applicant/s shall be required to procure all the requisite licenses at the time of signing the agreement. (shall be exempted from clause 2 (b) mentioned above at the time of submitting proposal)
- e) The applicant should have INR 50 Lakhs of Average Annual Turnover in the last 3 years (FY 2019-20, 2020-21 and 2021-22) and shall furnish details of the same (As per the format Appendix C).

OR

In case of start-up, the applicant should have INR 10 Lakh of Average Annual Turnover in the last 2 year (FY 2019-20, 2020-21) and shall furnish details of the same (As per the format Appendix C)

- f) The applicant should have positive Net worth as on 31<sup>st</sup> March 2022 and shall furnish details of the same (As per the format Appendix C)

## 2.1 Supporting Documents for Eligibility Criteria:

a) Certificate of incorporation and commencement of business or certificate of registration
b) MoA and AoA/ CA certified proof of nature of business
c) PAN CARD and GST Certificate
d) CA certified Average Annual Turnover and Net worth Certificate as per Appendix C
e) Tentative Export licenses such as (any other valid licenses issued by authorized body, not mentioned in this list would also be accepted)  1. APEDA (Agricultural and Processed Food Products Export Development RMC), 2. FSSAI, 3. Spices Board.
f) Certification of recognition as Start-up by DPIIT or State govt.

### 3. TECHNICAL EVALUATION CRITERIA

S. No	Particular	Marks (Max 100)	Marks Obtained
1	<b>Years of work experience in export or trading business</b>	<b>Max 10</b>	
	If years of experience is 3 years to 5 years	5	
	If years of experience is 5 years to 7 years	7	
	If years of experience is 7 years and above	10	
	In case of Start-ups if year of experience is less than 1 year	5	
	In case of Start-ups if years of experience is between 1 to 2 years	7	
	In case of Start-ups if years of experience is 2 years and above	10	
2	<b>Export /Trade related certificates</b>	<b>Max 20</b>	
	<b>5 marks for every export/Trade related certificate (Max 20 Marks)</b> Export licenses such as (any other valid licenses issued by authorized body, not mentioned in this list would also be accepted) <ol style="list-style-type: none"> <li>1. APEDA (Agricultural and Processed Food Products)</li> <li>2. FSSAI</li> <li>3. Spices Board</li> <li>4. EXIM</li> <li>5. Any other certificate required for export</li> </ol>		
3	<b>Average annual turnover for last 3 years and 1 year in case of Startups</b>	<b>Max 20</b>	
	If average annual turnover for last 3 years is more than 50 lakhs	10	
	If average annual turnover for last 3 years is more than 100 lakhs	14	
	If average annual turnover for last 3 years is more than 150 lakhs	20	
	In case of Start-ups if annual turnover for last 2 year is more than 10 lakhs	10	
	In case of Start-ups if annual turnover for last 2 year is more than 14 lakhs	14	
	In case of Start-ups if annual turnover for last 2 year is more than 20 lakhs	20	

4	Minimum worth of products that the applicant will procure from the RMC in one year (Indicative product list and price as mentioned in Annexure I) ... <b>a. 1 mark for every 10 MT quantity of Product</b>	<b>Max 20</b>	
5	<b>Presentation</b> a. Company Profile b. Experience of the applicant in export of agro/food products c. Experience of applicant in packaging enhancement/ marketing of products d. How the market study will be conducted? e. Methodology for studying market potential of products f. Action plan for packaging enhancement for Kuchinda Dry Red Chilli g. Strategy and volume of sale of products h. Action plan for getting required licenses and certifications Any other input/suggestion by the applicant	<b>Max 30</b>	

#### 4. SUBMISSION OF APPLICATION

In addition to above mentioned supporting documents, the Applicant shall also submit the following documents

Appendix A	Covering Letter
Appendix B	Details of the Applicant
Appendix C	Financial Capacity along with supporting documents

#### 5. EMPANELMENT PROCESS

- a) Proposals of applicants who qualify as per the Minimum Eligibility Criteria as per **Clause 2**, will further be evaluated as per Technical Evaluation Criteria as per **Clause 3**.
- b) An applicant can be empaneled by applying in single proposal. The applicant will have rights to participate in auction process following empanelment.
- c) The applicants will provide a minimum assured quantity of products (in MT) that they would procure from the RMC in a year and will have to furnish a refundable bank guarantee of an amount equals to 3% of purchase value of such minimum assured quantity. Firms declaring an assurance to produce minimum 100 Mt in a year will only be considered for empanelment.
- d) All the applicants shall be scored and ranked based upon technical evaluation Criteria including presentation as per **Clause 3**. The no of firms to be empaneled shall be decided by RMC after evaluation of all application forms.

- e) Based on the marks obtained in the Technical Evaluation Criteria as per **Clause 3**, the eligible applicant/s will get empaneled for exporting Dry red Chilli, for a period of **5 years**
- f) On completion of every year of the contract, the RMC shall reset the Sales targets and incentives in discussion with the Exporter/Trader. Sales Target shall be calculated strictly on basis of exporter's Trader's previous billing amount.

## 6. PERIOD OF EMPANELMENT

The applicant shall be empaneled for a period of 5 (five) years which could be extendable by another 2 (two) years considering past performance, fulfillment of obligations (legal) and the terms & conditions mutually agreed up on between the RMC & Applicant. However, the empaneled firm has to apply with fresh bank guarantee and revised minimum assured quantity to be purchased every year before 31<sup>st</sup> October. The decision of RMC shall be final and binding to all the applicants submitting their proposal for this EOI.

## 7. SCOPE OF SERVICE

- a. The period of empanelment of 5 years will be divided as mentioned below:

S.no	Duration	Details of Activities to be performed
1	2 months from the date of agreement signing (T)	Exporter/Trader to devise Marketing Strategy for promoting sales and region-specific license and packaging requirements
2	T + 4 months (T1)	Compliances required related to certifications, licenses, packing requirement to be done by RMC
3	T1 + 4.5 years (T2)	Export/Trade of Kuchinda dry chilli by the empaneled agency

If activities mentioned in S.no 1 and 2 are completed before the stipulated duration mentioned in the above table, then based on mutual agreement the remaining duration may be added to duration mentioned in S. No 3.

- b. The exporter will submit bank guarantee of 3.0% (Three Percent) of minimum assured worth of products to the RMC for one financial year as per details mentioned in **S.no 3 of Appendix B**
- c. **In the initial 2 months starting from the date of signing of agreement between RMC, FPO and Applicant, the exporter/trader will perform following activities:**
  - i. Devise marketing strategy for promoting sales of products for which the applicant has been empaneled

- ii. Documentation in terms of license requirements for export, region and vendor specific packaging requirements etc.
- iii. Submit report about required actions, action plan and expectations from the RMC
- d. **4 months from T (2 months from the date of agreement signing)** – Exporter/Trader shall submit report to the RMC. And RMC shall review and may advise implementing agency to implement mutually agreed action points including the region and vendor specific requirements related to certifications, licenses, packing etc. as advised by the Exporter/Trader. The exporter/trader shall provide support to the RMC in execution of the agreed action plan.
- e. FPOs will provide the finished products to the exporter/trader at RMC yards. Logistics expense incurred in transportation of products from the RMC yards to the destination of export/trade shall be borne by the exporter/trader.
- f. The expenses incurred in packaging, obtaining licensing (application fee and legal fee) in related to export products shall be borne by the Exporter/Trader. However, the implementing agency shall support the RMC in implementation of the actions.
- g. The relevant standard certificates (Organic, FSSAI, etc) for all the products will be obtained by the Exporter/Trader.
- h. The exporter shall bear the cost of obtaining licenses and/or any other expense incurred in the name of Exporter required for enabling export of Kuchinda dry red Chilli.
- i. The FPOs would ensure that at the time of delivery, the products have remaining life of at least 8 months of shelf life except from the date of delivery.
- j. Upon receiving request for free samples of the required products from the empaneled Exporter(s), the RMC at its discretion, shall decide the quantity of free samples which may be provided to the empaneled Exporter(s).

## **8. PROCUREMENT PRICE**

- a. RMC shall decide the selling price of the products once in a year at which the product/s will be sold to the exporter after incorporating all the costs incurred in packaging, licensing, transportation for Kuchinda dry red chilli from processing units to RMC Yard etc (including labor and material).

Name of Product (A)	Bulk Sale Price (B)	Costs incurred in Packaging, storage, transportation etc	Administrative cost	Selling Price of the Product ((E) = B+C+D)
Dry Red Chilli	134	X	Nil	134 + X

- b. Base Price of products shall be revised every year by RMC.
- c. The exporter/trader shall be required to furnish GST details to the RMC for proper implementation of GST guidelines in the transactions pertaining to the sale and purchase of dry red chilli from the RMC.
- d. Exporter/Trader will be free to decide its margin above the price of the product fixed by the RMC and shall be free to finalize the selling price of Kuchinda dry red chilli in the markets.
- e. Exporter/Trader has to make arrangement for lifting Kuchinda dry red chilli from RMC yard at their own cost, RMC shall not provide any transport/cost associated with transportation of the products.
- f. All the taxes and statutory charges shall be additional as applicable shall be borne by the Exporter/Trader.

## 9. SIGNING OF AGREEMENT

- a. The agreement shall be executed between RMC and empaneled Exporter/Trader on Rs. 100 Non-Judicial stamp paper (cost of stamp paper will be borne by the empaneled exporters) for a period of 5 years. The agreement shall be renewed on yearly basis and the exporter/Trader shall be responsible for renewal of the agreement.
- b. **Security Deposit** - the empaneled Exporter will have to deposit performance Bank Guarantee amount in the form of security deposit before execution of the agreement. Exporter shall submit 3.0% (Three Percent) of total worth of products (mentioned in Appendix B(4)) as security deposit in the form of demand draft/term deposit receipt in favor of "Chairman, Regulated Market Committee, Kuchinda" from any commercial bank Payable at Kuchinda or Bank Guarantee valid for 8 months in favor of "Chairman, Regulated Market Committee, Kuchinda" as per (Appendix D).
- c. The Security Deposit may be adjusted against the balance dues (if any) towards the end of the financial year.
- d. Violation of any Clause(s) of the agreement shall be deemed as violation of Terms and Conditions of EoI. This would result in forfeiture of Security Deposit. Further Exporter may be

barred from participating in subsequent empanelment process. Such suspension will be initiated by RMC without assigning any reason whatsoever.

- e. **Renewal of Agreement** – Security deposit will be refunded after the end of one year and fresh Empanelment agreement will be executed as per amended sale price and revised minimum quantity of the products that the exporter shall procure from the RMC. Exporter/Trader shall be required to submit Security Deposit in the form of DD of the amount arrived at as the result of change in sale price and revised minimum quantity of the products that the exporter shall procure from the RMC, before signing of the fresh agreement.
- f. **Draft Agreement is attached herewith as Annexure II.**

## **10. PROCESS OF DELIVERY**

- a. During harvest season RMC will notify the point of sale (location) and quantity of material available for sale to all empaneled traders/exporters. The empaneled traders/exporter willing to purchase will have to participate in the auction process at the place and time notified by RMC.
- b. One of the identified FPO will be responsible to bring the produce to the RMC yard for auction in lots of 20 MT or more. Only "Revati" variety of dry red chilli grown by a farmer of Kuchinda sub division will be admissible in the lot.
- c. The FPO shall provide a list to RMC, containing the list of farmers and the amount of chilli each of them has supplied to the specific lot. After verification by officials from government horticulture department the lot shall be sent for auction.
- d. To facilitate fare trade samples from each lot shall be sent for basic testing like moisture content, ASTA rating, pungency rating, aflatoxin content. The results will be made available to every participating traders/exporter.
- e. In the auction process the bidding will start from the pre decided base price for each lot. Each participant will bid in presence of RMC officials and the highest bidder will be declared winner.
- f. In case of a tie among participants, the firm exporting the product will be given preference. In case of a tie among firms of same category (either all exporting or all non-exporting) preference will be given to the firm with highest assured purchase guarantee.
- g. After the bidding process the FPO will calculate the amount payable to each farmer who

- have supplied their produce to the specific lot and produce it to RMC. RMC after verification of amount and bank account details will forward the list to the trader/exporter.
- h. The trader who has won the auction, has to transfer the amount directly to the participating farmers in the list forwarded by RMC within 48 hours of the auction and produce proof of such transfer.
  - i. The RMC will verify the receipt of such amounts by the farmers and after receiving confirmation from each farmer will allow the trader to lift material from RMC yard.
  - j. If the winning firm does not transfer the amount to the farmers within 2 days (excluding bank holidays), then the auction will be deemed cancelled and fresh auction will be called for that particular lot. Additionally, the firm will lose its empanelment status instantly.
  - k. It will be mandatory for the empaneled Exporters/traders to provide details of authorized person (Name, ID card number, contact etc.) who would be taking the delivery on behalf of the empaneled Exporter
  - l. After the auction process is over, it will be the sole responsibility of the trader/exporter who has won the bid to lift the material from RMC yard. RMC or FPO will not be responsible for any loss of quantity/quality of the product.
  - m. If the auctioned material is not lifted within 4 days from the day of auction, the firm has to pay additional storage charges to RMC before lifting the material at a rate decided by RMC.
  - n. Once the final product has been lifted from the RMC Yard it will be the sole responsibility of the Exporter to ensure proper storage and handling of the products and RMC will not be responsible for any deterioration in the product quality once the product moves out of the RMC Yard
  - o. Empaneled Exporter/trader shall be liable to pay any taxes including GST if any payable. Exporter/trader shall pay, cost of packaging (if any applicable), transportation charges, transit insurance, and loading charges and other incidental expenses incurred for taking delivery at designated RMC Yard.
  - p. Any loss of finished products occurring during the transportation /in transit shall be solely Exporter's responsibility.

## **11. PENALTY CLAUSE**

The RMC reserves the right to impose penalty under following circumstances:  
Exporter not achieving committed annual offtake target

- i. First instance in each financial year shall invite a penalty of 2% (Two Percent) of the shortfall in procurement of Kuchinda dry red chilli products as promised in technical bid.
- ii. Second instance in each financial year shall invite a penalty of 5% (Five Percent) of the shortfall in procurement of Kuchinda dry red chilli products as promised in technical bid.

## **12. LEGAL OBLIGATIONS OF THE PARTIES**

- a. In no event will RMC's liability exceed the total amount paid by Exporter/Trader to RMC for the total of all the shipments for any cause of action or future claim.
- b. Exporter will acknowledge and agree that RMC and FPO are not liable for any special, indirect, consequential, or punitive damages, including but not limited to lost profits and/ or loss of business, arising out of or relating to the agreement in any way.
- c. The RMC will not be responsible for any delay in providing the products to the Exporter due to any unforeseen reasons for which the RMC will notify the Exporter within 15 days prior to the date of delivery.
- d. RMC shall not be liable for any claims, disputes for the quality of products.  
RMC will not be responsible for any license or certificate required for export of the good once it gets dispatched from the RMC Yard.
- e. Exporter/Trader shall ensure that there are no expired and damaged products in the international consignments. Entire responsibility of the expired and physically damaged goods in market shall remain with the Exporter. All civil and criminal liabilities in relation to selling expired products would solely belong to the Exporter and the RMC would not be responsible for the sale of expired goods

## Appendix A

### Covering Letter

(On the Letterhead of the Applicant)

To

Date:

**The Chairman**

Regulated Market Committee, Kuchinda  
At- Kundapost, PO-Kuchinda,  
Near Fire Station, In Front of Forest Park,  
Sambalpur PIN-768222

**Subject: Empanelment of exporters/traders to promote sales of Kuchinda Chilli .**

Dear Sir,

Being duly authorized to represent and act on behalf of .....  
..... (hereinafter referred to as "the Applicant") and having reviewed and fully  
understood all of the Proposal requirements and information provided and collected, the undersigned  
hereby submits the Proposal on behalf of .....  
(Name of Applicant) for the captioned Project with the details as per the requirements of the EOI, for your  
evaluation. We confirm that our Proposal is valid for a period of 120 days from the Proposal Due Date.

It is hereby agreed confirmed -

- a. that notwithstanding any qualifications or conditions, whether implied or otherwise, contained in our Proposal, we hereby represent and confirm that our Proposal is unqualified and unconditional in all respects and we agree to the terms of the proposed work order.
- b. that in the preparation and submission of our Proposal, we have not acted in concert or in collusion with any other Applicant or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.
- c. that RMC Kuchinda reserves the right to reject any proposal without assigning any reasons thereof. I/We undertake that all the information furnished by me/us in the proposal is true to the best of me/our knowledge and belief. If any of the information is found to be false on subsequent verification, I/We undertake that I/We may be excluded from the list of empaneled Firms.

Yours faithfully,

For and on behalf of (Name of Applicant)

Duly signed by the Authorised Signatory of the Applicant  
**(Name, Title and Address of the Authorised Signatory)**  
Seal of the Applicant

## Appendix B

### Details of Applicant

(On the Letter Head of the Applicant)

1.

1	Name of Applicant	
2	Address of the registered and corporate office(s)	
3	Status of Company (Public Ltd. / Pvt Ltd / LLP/ Start-up etc.)	
4	Date of incorporation and/or commencement of business	
5	Company Firms Registration no.	
6	Location of Branches/ Warehouses/ Processing or Packaging Units	
7	GST Details	

2. Details of individual(s) who will serve as the point of contact and communication for the Applicant with the RMC:

1	Name	
2	Designation	
3	Company/Firm	
4	Address	
5	Telephone number	
6	E-mail address	
7	Fax number	
8	Mobile number	

Note:

Notarized copies of following documents shall be enclosed:

- i. PAN CARD
- ii. Certificate of incorporation and commencement of business OR certificate of registration
- iii. Certificate of Recognition from DPIIT in case of Start-up
- iv. Relevant licenses and certificates for execution of export of Dry red Chilli.

3. Worth of products that will be procured from the RMC

S. No	Product Name	Quantity which the Applicant wishes to procure in one financial year	Worth of Products (Quantity X Price as mentioned in Annexure 1)
1	Dry Red Chilli		

4. Experience of the Applicant:

1	Experience of exporting Food/ Marine/ Agro based Products  OR Certificate of Recognition from DPIIT in case of Start-up	(Name of products and brief description about nature of work including relevant experience certificates, certificate, or license to ensure presence of warehouse, processing unit, retail store etc) OR In case of start-up, certificate of recognition from DPIIT shall be submitted.
2	Experience of working on E-commerce platform for export of Food/ Marine/ Agro based Products	(Name of Products, E-commerce platform and their details including relevant registration certificates)
3	Any Certifications & Licenses	Shall submit a copy of the same
4	Forward Market Linkages/ Retail Network	The applicant may also provide details of expected orders of Dry red chilli in International Markets, supporting documents to ensure existence of retail network may be provided.

## Appendix C

### Financial Capacity

(on the letterhead of CA/ statutory auditor)

Name of Applicant Firm

The information regarding the Turnover and Net worth in the preceding financial years should be provided in the format below:

Particulars	Turnover 2019-20 (Rs. In Lakhs)	Turnover 2020-21 (Rs. In Lakhs)	Turnover 2021-22 (Rs. In Lakhs)	Average Turnover in last 3 years (Rs. In Lakhs.)	Average Net worth (Rs. In Lakhs)
Average Annual Turnover and Net worth (the "Financial Capacity") in the last 3 financial years of the Applicant firm as per certificate of CA / Statutory Auditor					

\_\_\_\_\_  
Signature of the Authorized Signatory

#### Certificate of the Chartered Accountants/Statutory Auditors

Based on Audited Accounts and other relevant documents of \_\_\_\_\_ (name of bidder), we M/s \_\_\_\_\_, Chartered Accountants/ Statutory Auditors, certify that the above information is correct.

Signature and Seal of  
Chartered Accountants/Statutory Auditors

## Appendix D

### DRAFT FOR BANK GUARANTEE

(To be issued by a Bank \_\_\_\_\_)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_

(Name of the Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors, and assigns;

In favour of the Chairman, Regulated Market Committee, Kuchinda At- Kundapost, PO-Kuchinda, Near Fire Station, In Front of Forest Park, Dist: Sambalpur PIN-768222 and (hereinafter called "Chairman, RMC Kuchinda" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns); Whereas M/s \_\_\_\_\_ a company formed under \_\_\_\_\_ (specify the applicable law) and having its registered office at \_\_\_\_\_ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. \_\_\_\_\_ dated \_\_\_/\_\_\_/2022 issued by Chairman, RMC, Kuchinda and selected M/s \_\_\_\_\_ (hereinafter referred to as The Bidder) for the Agreement by Chairman, RMC Kuchinda as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the Chairman, RMC Kuchinda and Bidder

The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. \_\_\_\_\_ /-(Rupees \_\_\_\_\_ Only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor, and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under We, the Guarantor, shall, without demur, pay to Chairman, RMC Kuchinda an amount not exceeding Rs ..... (Rupees ..... only) within 7 (seven) days of receipt of a written demand therefore from Chairman, RMC Kuchinda stating that The Bidder has failed to fulfil its obligations as stated in Clause 1 above. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the Chairman, RMC Kuchinda is disputed by the Bidder or not.

The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chairman, Regulated Market Committee, Kuchinda under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from Chairman, RMC Kuchinda prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CHAIRMAN, RMC Kuchinda In order to give effect to this Guarantee, CHAIRMAN, RMC Kuchinda shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CHAIRMAN, RMC Kuchinda or by the extension of time of performance granted to The Bidder or any postponement for any time of the power exercisable by CHAIRMAN, RMC Kuchinda against The Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CHAIRMAN, RMC Kuchinda or any indulgence by CHAIRMAN, RMC Kuchinda to The Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us. This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under. In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in-above written. Signed and Delivered by Bank by the hand of Shri \_\_\_\_\_ its and authorised office.

Authorised Signatory \_\_\_\_\_ Bank

**Annexure I:**

**List of products and bulk sale price for which the applicant wishes to get empaneled**

S.No	Product Name	Name of RMC yard	Price per unit kg/ (in Rs.)
1	2	3	4
1	Dry Red Chilli	RMC Kuchinda Yard	134