



**GOVERNMENT OF ODISHA**

**REQUEST FOR PROPOSAL (RFP) DOCUMENT FOR SELECTION OF A TECHNICAL  
SUPPORT AGENCY (TSA) TO PROVIDE SUPPORT TO FARMER PRODUCERS  
ORGANISATIONS (FPOS)  
UNDER  
UNDER WORLD BANK ASSISTED  
REJUVENATING WATERSHEDS FOR AGRICULTURAL RESILIENCE THROUGH  
INNOVATIVE DEVELOPMENT (REWARD) PROGRAM**

**PROCUREMENT OF SELECTION OF A TECHNICAL SUPPORT AGENCY (TSA)**

**UNDER REWARD PROGRAM**

Ref. No: TSARFP/ DSC&WD/ 01/2023

**Purchaser:** The Director,  
Directorate of Soil Conservation & Watershed  
Development.  
(DSC&WD) Odisha, Bhubaneswar.  
Krushi Bhawan, Keshari Nagar  
Bhubaneswar -751001,  
Telephones: 0674 -2391840  
Email: [iwmporissa@gmail.com](mailto:iwmporissa@gmail.com)

## SCHEDULE FOR PROCUREMENT

Sl. No.	Particulars	Schedule
1	RFP REFERENCE No.	TSARFP/ DSC&WD/ 01/2023
2	DATE OF AVAILABILITY OF RFP DOCUMENT IN E-PROCUREMENT PORTAL	03.04.2023, 10.00 A.M
3	PRE-PROPOSAL MEETING	12.04.2023, 11.00 A.M
4	LAST DATE AND TIME FOR SUBMISSION OF PROPOSAL	24.04.2023, 05.30 P.M
5	TIME AND DATE OF OPENING OF TECHNICAL PROPOSAL	27.04.2023, 11.00 A.M
6	TIME AND DATE OF OPENING OF FINANCIAL PROPOSAL	It shall be communicated through email
7	PLACE OF OPENING OF PROPOSAL	Directorate of Soil Conservation & Watershed Development, Krushi Bhawan, Keshari Nagar, Bhubaneswar, 751001
8	COST OF TENDER PROCESSING FEE (NON-REFUNDABLE)	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST@18% in the form of Demand Draft in favor of E.O, DTE of Soil Conservation payable at Bhubaneswar
9	AMOUNT OF PERFORMANCE SECURITY	10 % of the contract value Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Section VI

10	ADDRESS FOR COMMUNICATION	<p>The Director,          Directorate of Soil Conservation &amp; Watershed          Development. (DSC&amp;WD) Odisha,          Bhubaneswar.          Krushi Bhawan, Keshari Nagar Bhubaneswar          -751001, <a href="mailto:iwmporissa@gmail.com">iwmporissa@gmail.com</a>          Name of the officer in charge:          Sri Jatiraj Samantaray :Mo-9938831666          Sri Gyana Ranjan Pattanaik:Mo-9040943515</p>
11	E-Tender site	<p><a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a></p>

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**Sd/-**

**(Sri Hemanta Kumar Panda)**

Director

Directorate of Soil Conservation & Watershed Development

Odisha, Bhubaneswar

Krushi Bhawan, Keshari Nagar, Bhubaneswar -751001

## SECTION I: LETTER OF INVITATION

Ref No- TSARFP/ DSC&WD / 01 / 2023

Date: 31.03.2023

1. Directorate of Soil Conservation & Watershed Development (DSC&WD), Agriculture & Farmers' Empowerment Department, Govt. of Odisha, Bhubaneswar invites proposals from eligible agencies to provide the Consulting Service as a Technical Support Agency (TSA) to provide support to Farmers Producers Organizations (FPOS) through Government of Odisha e-procurement portal. The documents relating to Request for Proposal (RFP) are available in e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) from **03.04.2023 at 10.00 A.M.** More details on the services are provided in the attached Terms of Reference.
2. Interested agencies shall upload the documents through e-procurement portal on or before **24.04.2023 ,5.30 PM by** using their user ID / Digital Signature obtained through the e-procurement portal. The proposals submitted in any other manner will not be accepted. The hard copies of the uploaded documents in sealed cover with the original DD in lieu of the prescribed non-refundable tender processing fee (in separate cover) must be submitted (for reference) to the Director, Directorate of Soil Conservation and Watershed Development Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar, Bhubaneswar -751001 on or before **26.04.2023, 5.30 PM.** In case of any differences between soft copies uploaded on e-portal and hard copies submitted, information in uploaded documents will prevail over hard copies. The sealed envelope should be superscripted as **'Request for Proposal: Technical Support Agency (TSA)to provide support to Farmers Producers Organizations(FPOS)**
3. A pre-proposal meeting will be held on **12.04.2023 at 11.00 AM** in the conference hall of the Directorate of Soil Conservation and Watershed Development, Odisha, Bhubaneswar Krushi Bhawan, Keshari Nagar Bhubaneswar -751001. In case, if there is a holiday on above date, meeting will be held on next working day or as intimated through e-mail.
4. The Agency will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.
5. The RFP includes the following documents:
  - Section I – Letter of Invitation
  - Section II – Information to Agencies Data Sheet
  - Section III – Technical Proposal – Standard Forms
  - Section IV – Self Assessment Form 1 & Form 2
  - Section V - Financial Proposal – Standard Forms
  - Section VI – Terms of Reference (ToR)

6. The selected agency should submit the performance security as Bank Guarantee from any nationalized bank for **10 % of the contract price** at the time of entering into the contract & the same will be returned after the completion of the project period.
7. The proposals will be opened for technical scrutiny on **27.04.2023, 11.00 AM** in conference hall of Directorate of Soil Conservation and Watershed Development Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar, Bhubaneswar -751001.
8. The Financial proposals will be opened only for those proposals who fulfill minimum eligibility criteria and qualify technically in accordance with the prescribed additional technical criteria as mentioned in RFP. The date of the opening of the financial proposals will be intimated to the technically qualified agencies through e-mail.

**Sd/-**

**(Sri Hemanta Kumar Panda)**

Director

Soil Conservation and Watershed Development  
Odisha, Bhubaneswar

## SECTION II: INFORMATION TO AGENCIES

### 1. INTRODUCTION

- 1.1 The Client named in the “Data Sheet” will select an agency, in accordance with the method of selection indicated in the Data Sheet.
- 1.2 The Agencies are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment named in the Data Sheet. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Agency.
- 1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the agency under each phase must be to the client’s satisfaction before work begins on the next phase.
- 1.4 The Agency must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, agencies are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- proposal conference if one is specified in the Data Sheet. Attending the pre-proposal conference is optional. The Agency’s representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-proposal conference. Agencies should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.
- 1.5 The Client will provide the inputs specified in the Data Sheet, assist the agency in obtaining approval and permits needed to carry out the services, and make available relevant project data and reports.
- 1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.
- 1.7 Government of Odisha (GoO) expects agencies to provide professional, objective, and impartial advice and at all times hold the Client’s interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Agencies shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.
  - 1.7.1 Without limitation on the generality of this rule, agencies shall not be hired under

the circumstances set forth below:

- (a) An agency which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, agency hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Agencies or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the agency.

1.7.2 As pointed out in para. 1.7.1 (a) above, agencies may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the agency should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which agency will be hired for the purpose.

1.8 It is GoO's policy to require that agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GoO:

- (a) Defines, for the purposes of this provision, the terms set forth below as follows:
  - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOO, and includes collusive practices among agencies (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOO of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) Will declare an agency ineligible, either indefinitely or for a stated period of time, to be awarded GOO-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOO-financed contract; and
- (d) Will have the right to require that, GOO to inspect agency's accounts and records relating to the performance of the contract and to have them



audited by auditors appointed by GOO.

- 1.9 Agency should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GOO in accordance with the above sub para 1.8 (d).

## **2.0 CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS**

- 2.1 Agencies may request a clarification of any item of the RFP document up to two days before the pre proposal meeting. Any request for clarification must be sent in writing by electronic mail to the Client's address indicated in the Data Sheet with the subject "**Queries\_\_<RFP Notification No>\_\_\_\_\_**". The Client will respond by electronic mail to such requests.
- 2.2 At any time before the submission of Proposals, the Client may, for any reason, Whether at its own initiative or in response to a clarification requested by a firm, modify the RFP documents by amendment. Any such modification in the RFP will be published in e-procurement/ DSC&WD Website (soilodisha.nic.in) only in the form of addendum/ corrigendum

## **3.0 PREPARATION OF PROPOSAL**

- 3.1 Agencies are requested to submit a Proposal (Para 1.2) written in the language(s) specified in the Data Sheet.

### **Technical Proposal**

- 3.2 In preparing the Technical Proposal, agencies are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.
- 3.3 While preparing the Technical Proposal, agencies must give particular attention to the following:
- (i) The proposal shall be based on the number of key professional staff-months estimated by the agency.
  - (ii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.
  - (iii) Proposed key professional staff must have the experience indicated in the Data Sheet.
  - (iv) In case of CV of any professional found in more than one interested agency, the decision of evaluation committee on scoring of marks shall be final and binding on all agencies.
  - (v) Alternative key professional staff shall not be proposed, and only one curriculum- vitae (CV) may be submitted for each position.
  - (vi) Reports to be issued by the agencies as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official

language.

- 3.4 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):
- (i) A brief description of the agency's organization and an outline of recent experience on assignments (Section 3A & 3B) of a similar nature.
  - (ii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).
  - (iii) A description of the methodology and work plan for performing the assignment (Section 3D).
  - (iv) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member, and their timing (Section 3E).
  - (v) CVs in prescribed template, recently signed by proposed key professional staff and countersigned by authorized representative submitting the proposal (Section 3F).
  - (vi) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the Assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3G).
  - (vii) Any additional information requested in the Data Sheet.

The Technical Proposal shall not include any financial information.

### **Financial Proposal**

In preparing the Financial Proposal, agencies are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff, and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity.

3.5 Agencies shall express the price of their services in Indian Rupees.

3.6 The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the agency is expected to keep available the key professional staff proposed for the assignment. The Client will make its best effort to complete negotiations within this period. If the Client wishes to extend the validity period of the proposals, the agencies who do not agree have the right not to extend the validity of their proposals.

#### **4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS**

- 4.1 The original Proposal (Technical Proposal and Financial Proposal; see para 1.2) shall be prepared legibly. It shall contain no inter-lineation or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialed by the person or persons who sign(s) the Proposals.
- 4.2 An authorized representative of the Agency initials all pages of the Proposal. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.
- 4.3 The original Technical Proposal and Financial Proposal should be uploaded in the e-procurement portal. If there are any discrepancies between the uploaded (original) and the hard copies of the Proposal, the original uploaded proposal governs. The hard copy of the proposal along with original A/C payee Demand draft in favor of E.O, DTE of Soil Conservation drawn in any scheduled commercial Bank payable at Bhubaneswar towards tender processing fee should reach the Director, Soil Conservation & Watershed Development on or before **26.04.2023, 5.30 PM** by Speed post/registered post/Courier. Non submission of hardcopy of proposal and tender fees will lead to rejection of the bid.
- 4.4 The original copies of the Technical Proposal shall be uploaded in the "Technical Proposal," and the Financial Proposal in the "Financial Proposal" folder in e-procurement portal.
- 4.5 The completed Technical and Financial Proposal must be delivered through GoO portal on or before the time and date stated in the schedule of procurement. Any Proposal received after the closing time for submission of proposals shall not be accepted.
- 4.6 After the deadline for submission of proposals the Technical Proposal shall be opened on the date and time mentioned in the schedule of procurement by the evaluation committee/Tender committee. The Financial Proposals shall remain sealed till the completion of evaluation of technical proposal. Financial proposals of qualified bidders will be opened on the date and time specified in the schedule of procurement.

#### **5 PROPOSAL EVALUATION**

##### **General**

- 5.1 From the time the proposals are opened to the time the contract is awarded, if any agency wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal

comparison or contract award decisions may result in the rejection of the agency's proposal.

- 5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained.

### **Evaluation of Technical Proposals**

- 5.3 The Evaluation committee/Tender Committee appointed by the Client will verify eligibility of the bidders in accordance with the minimum eligibility criteria. The proposal of bidders, who don't fulfill prescribed minimum eligibility criteria, shall be out rightly rejected and dropped from further selection processes.

- 5.4 The technical proposal of eligible bidders shall be evaluated and scoring shall be done based on the prescribed additional technical criteria. The bidders are advised to furnish desired information supported by required documentary evidences. The self-assessment of the bidders furnished in Form I and Form II at section IV will serve as a reference only and will in no case be binding on the client.

- 5.5 The advisories on the power point presentation including date, time and other details will be communicated electronically to all bidders, who meet prescribed minimum eligibility criteria.

- 5.6 Minimum qualifying marks is 70 marks. The bidders who score less than 70 marks out of 100 in the technical evaluation stage will be disqualified and dropped from further selection process. The bidders who secure 70 marks or more will qualify technically and will be invited to participate in the evaluation of financial proposals.

### **Public Opening and Evaluation of Financial Proposals; Ranking**

- 5.7 The Client shall notify the agencies that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be sooner than one week after the notification date. The notification will be sent by electronic mail.

- 5.8 The Financial Proposals shall be opened publicly in the presence of the agencies' representatives who choose to attend. The lowest Financial Proposal (Fm) will be given a financial score (Sf) of 100 points. The financial scores (Sf) of the other Financial Proposals will be

computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) indicated in the Data Sheet:  $S = St \times T\% + Sf \times P\%$  (S= highest combined technical/ financial score). The Agency achieving the highest combined technical/ financial score will be invited for negotiations.

- 5.9 The weights to be awarded to technical and financial proposals are 80% and 20% respectively.

## 6. NEGOTIATIONS

- 6.1 Negotiations will be held at the address indicated in the Data Sheet. The aim is to reach agreement on all points and sign a contract.

- 6.2 Negotiations will include a discussion of the Technical Proposal, the proposed methodology (work plan), staffing and any suggestions made by the firm to improve the Terms of Reference. The Client and Agency will then work out final Terms of Reference, staffing, and bar charts indicating activities, staff, periods in the field and in the home office, staff-months, logistics, and reporting. The agreed work plan and final Terms of Reference will then be incorporated in the "Description of Services" and form part of the contract. Special attention will be paid to getting the most the Agency can offer within the available budget and to clearly defining the inputs required from the Client to ensure satisfactory implementation of the Assignment.

- 6.3 Unless there are exceptional reasons, the financial negotiations will involve neither the remuneration rates for staff (no breakdown of fees) nor other proposed unit rates.

- 6.4 Having selected the Agency on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to negotiate a contract on the basis of the experts named in the Proposal. Before contract negotiations, the Client will require assurances that the experts will be actually available. The Client will not consider substitutions during contract negotiations unless both parties agree that undue delay in the selection process makes such substitution unavoidable or that such changes are critical to meet the objectives of the assignment. If this is not

the case and if it is established that key staff was offered in the proposal without confirming their availability, the Agency may be disqualified.

- 6.5 The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the Agency will initial the agreed contract. If negotiations fail, the Client will invite the firm whose proposal received the second highest score to negotiate a contract.

7

**7. AWARD OF CONTRACT**

7.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other agencies on the shortlist that they were unsuccessful and return the Financial Proposals of those agencies who don't technically qualify to participate in the financial evaluation process.

7.2 The Agency is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

3

**8. CONFIDENTIALITY**

8.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the agencies who submitted the proposals or to other persons not officially concerned with the process, until the winning Agency has been notified that it has been awarded the contract.

# DATA SHEET

## Information to Agencies

### Clause Reference

#### 1. Introduction:

- 1.1 The name of the Client is: The Director, Directorate of Soil Conservation and Watershed Development Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar Bhubaneswar - 751001, The method of selection is: Quality and Cost Based Selection (QCBS)
- 1.2 A Technical and a Financial Proposals are requested: Yes  
The name, objectives and description of the Assignment are: As per the ToR attached
- 1.3 The Assignment is phased: Yes, as per TOR attached.
- 1.4 A pre-proposal conference will be held on the date mentioned in Schedule of procurement in the conference hall of Directorate of Soil Conservation and Watershed Development Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar, Bhubaneswar -751001.
- 1.5 The Client will provide the following inputs:
  - 1.5.1 Relevant information and formats, which are essential to implement the contract activities.
- 1.7.2 The Client envisages the need for continuity for downstream work: Yes, as per the TOR and rates mentioned in the financial proposal shall apply.

#### Additional Instructions:

- a) The Agency selected as TSA will be responsible for data collection from different stake holders under FPO promotion.
- b) The staff of the agency are expected to travel in project and non-project sites to collect data and other relevant information as per requirement.
- c) Agencies are advised to ensure that all the relevant documents are uploaded on the e-portal. DSC&WD shall not be responsible if any of the documents are untraceable on the e-portal.
- d) It is deemed that the agency has examined the terms and conditions of the RFP before applying for the bid.
- e) The DSC&WD reserves the right to accept/reject any application or cancel the tender process without assigning any reason whatsoever.
- f) Any changes in the schedule will not be published through Newspapers and

further changes will be updated only on e-portal/DSCWD Web portal (<https://www.soilodisha.nic.in>)

- g)* The agency, which is awarded the assignment, should not sub-contract for any part of the assignment without the approval of the client.
- h)* If required officers of the Departments, may visit the agency establishment at the address given in the technical bid for physical verification of the details given in the technical bid. It is the responsibility of the agency to furnish all the details at the given address without fail.
- i)* If in any instance, information or the documents furnished by any of the agencies are found to be incorrect or fake; such agency will be out rightly terminated from the contract and shall be debarred from further participation.
- j)* If selected agency found to be non-performing as per the agreed conditions, the Department holds the right to terminate their services by giving due notice.
- k)* The select agency should work in close coordination with the officers and staff placed in headquarters and field functionaries.
- l)* Incomplete / unsigned proposals uploaded in the portal shall not be considered.
- m)* All the Annexures shall be signed by the authorized signatory with name and seal of the agency

1.9 Tenderers should not be debarred by the World Bank. The tenderer shall access latest list of debarred individuals & firms from following World Bank Web link

<https://www.worldbank.org/en/projectsoperations/procurement/debarred-firms>

before submission of the tender

## **2. Clarification and Amendment of RFP Documents:**

2.1 Clarifications may be requested by e-mail up to two days prior to pre-proposal meeting in the conference hall of Directorate of Soil Conservation and Watershed Development Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar, Bhubaneswar -751001.

2.2 Any modification in the RFP will be published in e-procurement/ DSC&WD Website ([soilodisha.nic.in](http://soilodisha.nic.in)) only in the form of addendum/ corrigendum

## **3. Preparation of Proposal**

3.1 Proposals should be submitted in the following language(s): English

3.2

(i) The estimated number of Key Professional staff months required by the assignment is to be estimated by the tenderer based on the deliverables as per the attached TOR.



- (ii) Reports which are the part of the assignment must be written in the following language:  
English

3.3 Proposals remain valid for 120 days after the last day of submission

3.4. Date and timing of submission of RFP: As per schedule of procurement

3.5 Opening of Technical Proposals will be done on as per schedule of procurement in presence of interested agencies or their authorized representatives. The scrutinizing committee will carry out a detailed scrutiny for technical specifications at a later date. If any information provided by the agencies is incomplete or found factually false or misleading, such firms will be summarily rejected/removed, without any notice. The date of financial opening of technically qualified proposals shall be intimated to technically qualified agencies through address or e-mail mentioned in the proposal.

The details of the process of registration and obtaining the digital signature certificates are available on the website: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in).

Note: In e-Procurement Portal Bidder has the option of withdrawing the Bid by digitally signing to withdraw/cancel bid before the bid submission time/Date.

#### 4. Minimum eligibility criteria

1. Should be a Legal Entity (Company / Firm / Limited liability Partnership) registered in India for at least 5 years preceding 1.4.2022. (Registration certificate with date of registration on or before 1.4.2012 , PAN , GST ) Consortiums / Joint ventures are not allowed.
2. Should have *average annual Turnover/ Revenue* of the bidder from last three financial years ending 31<sup>st</sup> March 2022 I.e. 2021-22, 2020-21, 2019-20, shall be minimum of Rs 2.00 crores. (Copy of the relevant pages from the Audited financial statements and Certificates from C A)
3. The Bidder Agency should not have been blacklisted by any State / Central Government departments, World Bank in last 5 years with respect to the date of submission of the bid. (Affidavit in the prescribed template at section III by the authorized signatory in prescribed format to be submitted)
4. The agency must have completed at least two projects with any Central Government / State Government organizations / PSUs / ULBs in India with financial order value more than 5.00 Crores from date of submission. (Copy of Letter of Award / Work Order / PO & Completion Certificates)
5. The agency **must** have experience of consultancy / Implementation of projects related to formation, promotion and strengthening activities of FPOs in last 5 years from the date of submission. (Copy of Letter of Award / Work Order / PO & Completion Certificates)

6. Have role as Technical Support Agency (TSA) in carrying out activities in formation / Operation / Business development of the FPOs and sensitizing the stake holders , educating them in successful FPO operation (Copy relevant to implementing agency) in Odisha

## 5. Additional Technical Criteria

Selection of FPOs TSA					
Sl No	Item		Assigned Marks	Full Marks	Remarks
1	<b>Experience in FPO formation and Promotion.</b>				
1.1	The Bidder must have experience of managing FPO promotion/ Formation Operation or FPO ecosystem with work as a Technical Support Agency (TSA) or Project Management Unit (PMU) with any Central Govt or State Govt Organizations or PSUs or Donor Agencies in India in last 5 years from the date of submission.			15	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations. . No marks for repeated projects.
1.1.1	No of Projects	Minimum 3 Projects completed / ongoing anywhere in Odisha / India / Global	8		
1.1.2		Additional 2 projects completed / Ongoing in Odisha / India (@ 2 for each additional)	4		
1.1.3		Additional 2 projects completed / Ongoing in Odisha / India (@1.5 for each additional)	3		
2	<b>Experience on Training to FPOs</b>				
2.1	<b>No of Trainings conducted in FPO promotion/ Capacity Building and Business Development Experience:</b> The Agency must have experience in conducting training / Capacity building for FPO promotion of 1 day or more duration in collaboration with any Central Govt or State Govt Organizations or PSUs or ULBs or Donor Agencies in India in last 5 years from the date of submission			10	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations.
2.1.1	Number of FPOs	Upto 100	5.00		
2.1.2		100-200	7.50		
2.1.3		More than 200	10.00		
3	<b>Experience on business plan development and implementation</b>				
3.1	The Bidder must have experience of development and implementation of business plans in Agriculture and Allied domain for FPOs in Odisha / India / Global in last 5 years from the date of submission.			15	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations. . No marks for repeated projects .
3.1.1	Number of business plans prepared and Implementation	Upto 20 FPOs , 5000 farmers	4		
3.1.2		Upto 20-50 FPOs ,10000 farmers	8		
3.1.3		Upto 50-100 FPOs ,20000 farmers	12		
3.1.4		More than 100 FPOs , 50000 farmers	15		
4	<b>Team Profile</b>			27	The role of the agency in preparing an effective road map

4.1	<b>Team Leader cum Expert (Agri Business / Value chain Specialist / Agri Finance )</b>		<b>9</b>		for smooth operation of the FPOs in compliance to the legal and financial implication as laid down in the MCA guidelines and chalking out strategies for its sustainable operation.
4.1.1	Doctorate / Management with 8-10 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 3 Additional Minimum 2 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...2	5			
4.1.2	Doctorate / Management with 10-12 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 5 Additional Minimum experience in managing large scale projects in state / National level , Advisory / TSA expertise...2	7			
4.1.3	Doctorate / Management with 12-15 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 7 Additional Minimum experience in managing large scale projects in state / National level , Advisory / TSA expertise...2	9			
4.2	<b>Agri Finance Specialist</b>		<b>5</b>		
4.2.1	Doctorate / Management with 4-5 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 2 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	3			
4.2.2	Doctorate / Management with 5-8 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 3 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	4			
4.2.3	Doctorate / Management with more than 8 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 4 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	5			
4.3	<b>Community Mobilisation cum Institutional Development Expert / Training Expert</b>		<b>5</b>		
4.3.1	Masters in Rural Management / Development with 4-5 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 2.5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	3			
4.3.2	Masters in Rural Management / Development with 5-8 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 3.5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	4			
4.3.3	Masters in Rural Management / Development with more than 8 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 4.5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	5			
4.4	<b>MIS and Documentation Expert</b>		<b>3</b>		

4.4.1	B Tech in Computer Science / Information Tech with 3 Yrs Experience in preparation of projects and handling IT related assignments	2				
4.4.2	B Tech in Computer Science / Information Tech with 5 Yrs Experience in preparation of projects and handling IT related assignments	2.5				
4.4.3	B Tech in Computer Science / Information Tech with more than 5 Yrs Experience in preparation of projects and handling IT related assignments	3.0				
4.4	<b>FPO Coordinators (5 Nos)</b>			<b>5</b>		
4.4.1	Master in Rural Development / Management with 3-4 years experience ( @ 0.8 for each Coordinator)	4.0				
4.4.2	Master in Rural Development / Management with more than 4 years experience ( @ 1.0 for each Coordinator)	5.0				
5	<b>Financial turn over of TSA</b>					Audited profit / loss statement and Balance sheet / CA certified turnover certificate for last 3 years (2019-20,2020-21,2021-22)
5.1		2.0 - 5.0 Cr	4	<b>10</b>		
5.1.1		5.0 – 10.0 Cr	6			
5.1.2		10.00 to 20.0 Cr	8			
5.1.3		> 20.0 Cr	10			
6	<b>ISO Certification (9001, 27001,14001)</b>					Scanned copy of valid ISO certification on Quality Assurance, Informational Security,
6.1	Two or more Certificate on Quality Assurance,	3		<b>3</b>		
6.1.1	one Certificate on Quality Assurance,	1				
7.	No of FPOs that have attained increase of business turn over atleast 25% under the mentorship of the Agency				<b>10</b>	
	2-5 FPOs		4		Proof of same from Audited balance sheet of the FPOs with documents supporting the involvement of Agency in Business promotion of concerned FPOs.	
	5-10 FPOs		6			
	10-20 FPOs		8			
	>20 FPOs		10			
8	<b>Approach and methodology</b>				<b>10</b>	The agency shall present the actionable procedural steps to achieve the DLI -4 before the Committee to be constituted for the purpose.
	Approach of the proposed unit along with work plan based on the terms of reference highlighting the job responsibility of each team member. The bidders may be invited for a Power Point presentation in front of the committee to be formed by the Authority to evaluate the presentation.					
	Identification of the Priority sector for development		2.5			
	Assessment of potentials Gap filling		2.5			
	Choosing suitable interventions		2.5			
	Way forward on achieving the DLI -IV		2.5			
	Total			<b>100</b>		

Minimum qualifying score for technical eligibility is 70 marks.

## **6. Evaluation of Financial Proposal**

6.1 The date of opening of financial proposal will be as per schedule of procurement or as intimated through e-mail.

6.2 The formula for determining the financial scores is the following:

*Sf = 100 x Fm/F, in which Sf is the financial score, Fm is the lowest price, and F the price of the proposal under consideration*

The weights given to the technical and Financial Proposals are:

T= 0.80, and

F= 0.20

The agency scoring highest points will be awarded the contract. If, for any reason, agency scoring highest fails to sign the contract the, agency with the next highest score will be awarded with the contract.

6.3 The address for negotiations: Conference hall of the Directorate of Soil Conservation and Watershed Development, Odisha, Bhubaneswar, Krushi Bhawan, Keshari Nagar Bhubaneswar -751001.

6.4 The assignment is expected to commence: date of effectiveness of the contract

### **SECTION-III. TECHNICAL PROPOSAL - STANDARD FORMS**

3A. Technical Proposal forms

- I. Technical Proposal Submission Form
- II. Power of Attorney
- III. Affidavit

3B. Agency references

3C. Comments and suggestions on the Terms of Reference and on data services, and facilities to be provided by the Client.

3D. Description of the methodology and work plan for performing the assignment.

- 3E. Team composition and task assignment
- 3F. Format of Curriculum Vitae (CV) for Proposed Key Professional Staff
- 3G. Time Schedule for professional personnel

*Note: These Forms (3A to 3G) are to be completed in all respects and uploaded along with relevant documentary evidences on the e-procurement portal. The agencies are also required to make a self-assessment in respect of their eligibility in the templates provided in Section IV in accordance with the prescribed minimum eligibility criteria and additional technical criteria.*

**SECTION 3A.**  
**I. TECHNICAL PROPOSAL FORMS**

**A. Consultant's Organization**

A.1	Name of the Agency			
A.2	Acronym of the Organization (if Any)			
A.3	Address for Correspondence	Mailing Address		
		Visiting Office		
A.4	Contact Details	Name of the Contact Person		
		Designation		
		Landline Telephone No		
		Mobile No		
		Email id		
		WhatsApp No		
		Address for Correspondence (if different from A.3 above)		
A.5	Legal Status	1. Is the Agency Registered?		
		Yes / No		
		If Yes, under which Act? ( Copy of the registration Certificate appended at Annexure ____, Page No __)	Society Act / Trust Act / Company Act (Section 25) / Any other (Specify)	
		2. Date of Registration		
		3. Geographic Presence of the organization within India	No of districts in Odisha: No of States in India: No of Countries:	
		4. Whether the organization registered under FCRA	YES	No
		5. Indicate if the agency has been debarred / blacklisted by any Govt. organizations / Central Public Sector Enterprises (CPSEs) / External Donor organizations including World Bank in last 5 years with respect to the date of submission of the bid for services of any description.		

			Yes / No
A.6	Vision of the organization (Not more than three sentences)		
		Core Competencies (Bullet Points)	
		Thematic areas of intervention (Bullet Points)	
A.7	Financial Management	What are the source of funding?	Corpus / Endowment / Donation / Govt. Grant / Foreign Donors' Grant / Others (Specify)
		Year wise Turn Over in the preceding three years. Attach copies of audited statement of accounts (income & expenditure or Balance Sheet or receipt & Payment) at Annexure _____, Page No _____	2019-20: 2020-21: 2021-22: Total:
		PAN / TAN No Attach a copy of the PAN / TAN at annexure _____, Page No _____	
		Attach a copy of the GST registration certificate at annexure _____, Page No _____	
		Whether the accounts are audited by external auditor?	Yes / No
		Whether income tax return filed in three years preceding ?	Yes / No



**II. POWER OF ATTORNEY (On Rs. 200/- stamp paper)**

Date: .....

To:

The Director  
Directorate of Soil Conservation and Watershed Development, Odisha, Bhubaneswar  
Krushi Bhawan, Keshari Nagar,  
Bhubaneswar -751001.

Sir,

I / We, ..... Authorized to represent M/s..... (Name and full address of registered office) do hereby authorize Mr. / Ms..... to sign and submit the bid against your Letter of Invitation [ title and reference number of the Letter of Invitation]. All the terms and conditions including undertakings submitted by him / her are binding on us.

*For and on behalf of M/s.....*

*Authorized Signatory*

*(Signature)*

*Name:.....*

*Designation:.....*

**III. AFFIDAVIT (To be submitted on Rs.200/- Stamp Paper)**

Ref. No:

Date:

**To,**

The Director  
Directorate of Soil Conservation and Watershed Development, Odisha, Bhubaneswar  
Krushi Bhawan, Keshari Nagar,  
Bhubaneswar -751001.

**Dear Sir/Madam,**

I/We hereby certify that

- 1) Our firm/ Company/Society/Trust/Organization proposed in the technical proposal in response to RFP Notification No \_\_\_\_\_ have not been debarred / blacklisted by any State / Central Government departments, World Bank in last 5 years with respect to the date of submission of the bid.
- 2) Our firm has been legally compliant by all laws, regulations and provisions made by Government of India / Govt. of Odisha.
- 3) I have read and understood the terms and conditions relevant to the notification no. \_ dated \_\_\_\_\_ and submitted the Request for Proposal application in accordance with the terms and conditions of the above-referred notification.
- 4) The information furnished in the tentative terms of reference are true and factual and I clearly understand that our tender is liable for rejection, if any information furnished is found to be incorrect and not factual at any point of time of the DSC&WD will have right to initiate any action deemed fit.

Yours faithfully

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Seal of the Agency

### SECTION 3B. AGENCY'S REFERENCES

#### B Consultant's Experience

<b>B.1</b>	AS an Implementing Agency in Govt. / Donor funded NRM / Watershed Project.					
<b>B.1.1</b>	<p>Whether the agency has/have implemented projects related to formation, promotion and strengthening activities of FPOs in last 5 years from the date of submission? Yes / No</p> <p>Attached copy of Letter of Award / Work Order / PO &amp; Completion Certificates at Annexure _____, Page no _____ in respect of one completed project ( which, in view of the agency, is the flagship programme of the organization)</p>					
<b>B.1.2</b>	<b>If Yes to B.1.1( Add additional rows for all projects)</b>					
	Name of the Project Implemented					
	Aim & objectives of the Project					
	Project Cost					
	Name of the Funding Agency					
	Project Period					
	Project location					
	Name of the Associated consultants if any					
	Total No. of staff months of the assignment / job					
	Outputs Delivered ( Bullet points only)					
	Outcomes realised (Bullet Points only)					
<b>B.2.1</b>	Furnish following information in respect projects implemented relating related to formation, promotion and strengthening activities of FPOs in last 5 years from the date of submission. Attach the copy of Letter of Award / Work Order / PO & Completion Certificates at Annexure _____, Page No _____					
<b>B.2.2</b>	<b>If yes to B.2.1</b>					
	Name of the Project and location	Funding Agency / Implementing agency	Date of signing the contract	Turn over		% in increase of turnover with respect to 1 <sup>st</sup> year completion data.
				<b>After completion of 1<sup>st</sup> year</b>	<b>As on 31.03.2022</b>	

<b>B.3.1</b>	<p>Whether the agency is a recipient of any State / National level performance award by Govt. or recognized agencies in the field of FPOs promotion .</p> <p>Yes / No</p> <p>If Yes, furnish the details below &amp; Attach copy of the award certificate at Annexure _____, Page No _____</p> <table border="1"> <thead> <tr> <th>The award Sponsoring agency</th> <th>Name of the award</th> <th>Year of Award</th> <th>Thematic Area of the award</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table>						The award Sponsoring agency	Name of the award	Year of Award	Thematic Area of the award				
The award Sponsoring agency	Name of the award	Year of Award	Thematic Area of the award											
<b>B.4.1</b>	<p>Whether the agency has been a constituent of one Working Group / empowered Committee in Govt. framework to undertake FPO Promotion and strengthening</p> <p>Yes / No</p> <p>Whether the assignment is in the field of New FPOs / Existing FPOs?</p> <p>Attach copy of the notification / documentary evidence at Annexure _____, Page no _____.</p>													
<b>B.5.1</b>	<p>Whether the agency has been contracted to develop modalities on formation, promotion and strengthening activities of FPOs</p> <p>Yes / No</p> <p>If Yes details of such( in 100 words) :</p> <p>Attach copy of the notification / documentary evidence at Annexure _____, Page no _____.</p>													
<b>B.6.1</b>	<p>No of Training (in FPOs -operation / Business Planning / Marketing of Produce) of minimum 1 day duration conducted in Govt. framework</p>													

	<p>Undertaking</p> <p>Certified that the agency and the partner agencies (in case of a consortium) have conducted _____ no of Training of Trainers (in FPOs -operation / Business Planning / Marketing of Produce) of 3-5 days duration in Govt. frame work as per following details.</p> <table border="1" data-bbox="289 464 1471 835"> <thead> <tr> <th data-bbox="289 464 399 558">Sl No</th> <th data-bbox="399 464 829 558">Name of the modules delivered</th> <th data-bbox="829 464 1097 558">No of Trainings conducted</th> <th data-bbox="1097 464 1471 558">Sponsoring Agency / ies</th> </tr> </thead> <tbody> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td><td> </td></tr> </tbody> </table> <p style="text-align: right;">Full Signature of the authorised Signatory with seal</p>	Sl No	Name of the modules delivered	No of Trainings conducted	Sponsoring Agency / ies																								
Sl No	Name of the modules delivered	No of Trainings conducted	Sponsoring Agency / ies																										
<b>B.6.2</b>	<p>Experience in training in FPOs -operation / Business Planning / Marketing of Produce for Govt. / NABARD / Externally donor agencies .</p> <hr/> <p>Whether the agency has ever conducted training quality assessment / training impact assessment in the field of in FPOs -operation / Business Planning / Marketing of Produce Yes / No</p> <p>If Yes, furnish the undertaking (in respect of one such contract) below.</p> <p>Certified that _____ &lt;consultant agency&gt; _____ has conducted training impact / training quality assessment of _____ No of trainings (of at least 1 day duration) in the field of FPOs -operation / Business Planning / Marketing of Produce. We have successfully completed the assignment and submitted the output reports to the sponsoring agency _____ on _____. The summary of the output report is as follows. (within 100 words)</p> <p style="text-align: right;">Full Signature of the authorized signatory with seal</p>																												

**SECTION 3C.**

**Comments and suggestions of Agencies on the terms of reference and on data, services and facilities to be provided by the client**

<b>C.1</b>	<b>On the Terms of References:</b>
	1.
	2.
	3.
	4.
	5.
<b>C.2</b>	<b>On the data, services, and facilities to be provided by the Client:</b>
	1.
	2.
	3.
	4.
	5.
<b>C.3</b>	

**Full Signature of the authorised signatory with seal**

SECTION 3D.

**D. Description of the methodology and work plan for performing the following assignments.** (Not more than 150 words each. Include charts, workflows wherever necessary)

<b>D.1</b>	Business Development Planning and Strengthening of FPOs :  Name of the key team member responsible for this assignment:
<b>D.2</b>	Training on Modules of Business Development of FPOs  Name of the key team member responsible for this assignment:
<b>D.3</b>	Training on Sustainable practice for FPOs  Name of the key team member responsible for this assignment:
<b>D.5</b>	Plan for expanding business turnover for assigned FPOs Please specify any three of action modules  Name of the key team member responsible for this assignment:
<b>D.6</b>	Briefly indicate the Unique Selling Point (USP) of the organization. (Not more than 50 words)

**SECTION 3E.**

**E. Team Composition**

SI No	Position / Role	Name of the team member	Full time / Part time	Highest professional qualification	Experience in related field (No of months)	No of research papers published*
	Team Leader					
	Agri Finance Specialists					
	Value chain specialist					
	C.B / Institutional Spl					
	Agri finance specialist					
	FPO coordinators					
	Others(Specify)					

\*Include research papers in the field of FPO Formation / Operation / Strengthening of Business plan only, which have been published in national / international journals and made available in a dedicated web site. Furnish the details in the template below.

SI No	Name of the team member	Title of the paper published	Year of publication	Name of the journal	Web Site Link

Attach self-signed CV of each member in prescribed template (Section 3 F) duly countersigned by the authorized signatory at Annexure No \_\_\_\_\_, Page No \_\_\_\_\_



### Section 3 F

#### F. Curriculum Vitae (CV) for proposed key professional Staff

Proposed position / Role in the assignment							
Name of the Team Member							
Contact Details / Mobile No							
Gender							
Date of Birth							
Qualification (Start from highest professional Qualification)							
Sl No	Qualification	Institute / Board / University attended		Year	% of Marks secured		
Relevant Experience (Start from the present to backwards)							
Sl No	Name of the agency served	Period of work			Role / Position held	Key responsibilities assigned	Key outputs delivered
		From	To	No of months			
Trainings undergone							
Sl No	Name of the Training Modules			No of training days	Institutes / Organizations		

Publication of Research Papers					
Sl No	Name of the journal	Title of the paper	Thematic area	Year of Publication	Website link
Ability to read, write and speak Odia : Good / Satisfactory / Poor					

**Certification**

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

Countersigned

Name of the Candidate: \_\_\_\_\_

Authorized Signature with seal

Signature: \_\_\_\_\_

NOTE: CVs without both the signatures will be rejected and not considered for evaluation.

### 3G. TIME SCHEDULE FOR PROFESSIONAL PERSONNEL

Sl. No.	Name	Position	Reports Due/Activities	Months (in the form of a Bar Chart) *												Number of Months		
				1	2	3	4	5	6	7	8	9	10	11	12			
1.		Team Leader																Subtotal (1)
2.		Agri Business Specialist																Subtotal (2)
		Agri Finance Specialist																
3.		Community																Subtotal (3)
		Mobilisation Expert																
....																		

Full-time: \_\_\_\_\_ Part-time: \_\_\_\_\_

Reports Due: \_\_\_\_\_

Activities Duration: \_\_\_\_\_

Signature: \_\_\_\_\_

\* The Schedule should be for the period of completion of assignment which can be more than 12 months

(Authorized Representative)

Full Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

## SECTION-IV: Self-Assessment Templates

### FORM 1: Minimum Eligibility Criteria

Sl No	Criteria	Support document attached	Support Document Reference / Annexures with Page No	Yes / No
1	Should be a Company / Farm / Limited liability Partnership (LLP) registered in India for at least 5 years preceding 1.4.2022. <b>Consortiums / Joint ventures are not allowed.</b>			
2	The average annual turnover / Revenue of the bidder from last three financial years ending 31st March 2022 i.e. 2021-22, 2020-21, 2019-20, shall be minimum of Rs 2.00 crores.			
3	The Bidder Agency should not have been blacklisted by any State / Central Government departments , World Bank in last 5 years with respect to the date of submission of the bid.			
4	The agency must have completed at least two projects with Central Government / State Government organizations / PSUs / ULBs in India with financial order value more than Rs 2.00 Crores from date of submission.			
5	The agency must have experience of consultancy / Implementation of projects related to Agriculture / allied sectors with central / state agencies / PSUs in last 5 years from the date of submission.			
6	The role of agency in carrying out activities in formation / Operation /Business development of the FPOs and sensitizing the stake holders , educating them in successful FPO operation in Odisha			

## FORM 2: Additional Technical Criteria

Selection of FPOs TSA					
Sl No	Item	Assigned Marks	Full Marks	Remarks	
1	<b>Experience in FPO formation and Promotion.</b>				
1.1	The Bidder must have experience of managing FPO promotion/ Formation Operation or FPO ecosystem with work as a Technical Support Agency (TSA) or Project Management Unit (PMU) with any Central Govt or State Govt Organizations or PSUs or Donor Agencies in India in last 5 years from the date of submission.		15	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations. . No marks for repeated projects .	
1.1.1	No of Projects	Minimum 3 Projects completed / ongoing anywhere in Odisha / India / Global	8		
1.1.2		Additional 2 projects completed / Ongoing in Odisha / India (@ 2 for each additional)	4		
1.1.3		Additional 2 projects completed / Ongoing in Odisha / India (@1.5 for each additional)	3		
2	<b>Experience on Training to FPOs</b>				
2.1	<b>No of Trainings conducted in FPO promotion/ Capacity Building and Business Development Experience:</b> The Agency must have experience in conducting training / Capacity building for FPO promotion of 1 day or more duration in collaboration with any Central Govt or State Govt Organizations or PSUs or ULBs or Donor Agencies in India in last 5 years from the date of submission			10	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations.
2.1.1	Number of FPOs	Upto 100	5.00		
2.1.2		100-200	7.50		
2.1.3		More than 200	10.00		
3	<b>Experience on business plan development and implementation</b>				
3.1	The Bidder must have experience of development and implementation of business plans in Agriculture and Allied domain for FPOs in Odisha / India / Global in last 5 years from the date of submission.			15	Letter of Award / Intent (LOA /LOI) of work order or Agreement copy or Completion Certificate or any authentic client document issued by Competent Authority should be submitted along with project citations. . No marks for repeated projects .
3.1.1	Number of business plans prepared and Implementation	Upto 20 FPOs , 5000 farmers	4		
3.1.2		Upto 20-50 FPOs ,10000 farmers	8		
3.1.3		Upto 50-100 FPOs ,20000 farmers	12		
3.1.4		More than 100 FPOs , 50000 farmers	15		
4	<b>Team Profile</b>			27	The role of the agency in preparing an effective road map for smooth operation of the FPOs in compliance to the legal and financial implication as laid down in the MCA guidelines and chalking out strategies for its sustainable operation.
4.1	<b>Team Leader cum Expert (Agri Business / Value chain Specialist / Agri Finance )</b>			9	
4.1.1	Doctorate / Management with 8-10 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 3 Additional Minimum 2 yrs experience in managing large scale projects in state / National level ,		5		

	Advisory / TSA expertise...2			
4.1.2	Doctorate / Management with 10-12 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 5 Additional Minimum experience in managing large scale projects in state / National level , Advisory / TSA expertise...2	7		
4.1.3	Doctorate / Management with 12-15 Yrs Experience in project management / team lead in leading Agricultural and value chain projects specifically with FPOs, Producer groups. 7 Additional Minimum experience in managing large scale projects in state / National level , Advisory / TSA expertise...2	9		
4.2	<b>Agri Finance Specialist</b>		<b>5</b>	
4.2.1	Doctorate / Management with 4-5 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 2 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	3		
4.2.2	Doctorate / Management with 5-8 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 3 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	4		
4.2.3	Doctorate / Management with more than 8 Yrs Experience in Financial inclusion training , lendings to FPOs /SHGs /Producer groups. 4 Additional Minimum 1 yrs experience in managing large scale projects in state / National level , Advisory / TSA expertise...1	5		
4.3	<b>Community Mobilisation cum Institutional Development Expert / Training Expert</b>		<b>5</b>	
4.3.1	Masters in Rural Management / Development with 4-5 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 2 .5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	3		
4.3.2	Masters in Rural Management / Development with 5-8 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 3 .5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	4		
4.3.3	Masters in Rural Management / Development with more than 8 Yrs Experience in working with Rural Development projects/ Working with communities / Farmers promoting Collectives 4 .5 Additional Minimum 1 yrs experience in large scale projects in state / National level , Advisory / TSA expertise...0.5	5		
4.4	<b>MIS and Documentation Expert</b>		<b>3</b>	
4.4.1	B Tech in Computer Science / Information Tech with 3 Yrs Experience inn preparation of projects and handling IT related assignments	2		
4.4.2	B Tech in Computer Science / Information Tech with 5 Yrs Experience in preparation of projects and handling IT related assignments	2.5		

4.4.3	B Tech in Computer Science / Information Tech with more than 5 Yrs Experience in preparation of projects and handling IT related assignments	3.0				
4.4	<b>FPO Coordinators (5 Nos)</b>			<b>5</b>		
4.4.1	Master in Rural Development / Management with 3-4 years experience ( @ 0.8 for each Coordinator)	4.0				
4.4.2	Master in Rural Development / Management with more than 4 years experience ( @ 1.0 for each Coordinator)	5.0				
5	<b>Financial turn over of TSA</b>					
5.1		2.0 - 5.0 Cr	4		<b>10</b>	Audited profit / loss statement and Balance sheet / CA certified turnover certificate for last 3 years (2019-20,2020-21,2021-22)
5.1.1		5.0 – 10.0 Cr	6			
5.1.2		10.00 to 20.0 Cr	8			
5.1.3		> 20.0 Cr	10			
6	<b>ISO Certification (9001, 27001,14001)</b>					
6.1	Two or more Certificate on Quality Assurance,	3			<b>3</b>	
6.1.1	one Certificate on Quality Assurance,	1				
7.	No of FPOs that have attained increase of business turn over atleast 25% under the mentorship of the Agency				<b>10</b>	
	2-5 FPOs		4			Proof of same from Audited balance sheet of the FPOs with documents supporting the involvement of Agency in Business promotion of concerned FPOs.
	5-10 FPOs		6			
	10-20 FPOs		8			
	>20 FPOs		10			
8	<b>Approach and methodology</b>				<b>10</b>	The agency shall present the actionable procedural steps to achieve the DLI -4 before the Committee to be constituted for the purpose.
	Approach of the proposed unit along with work plan based on the terms of reference highlighting the job responsibility of each team member. The bidders may be invited for a Power Point presentation in front of the committee to be formed by the Authority to evaluate the presentation.					
	Identification of the Priority sector for development	2.5				
	Assessment of potentials Gap filling	2.5				
	Choosing suitable interventions	2.5				
	Way forward on achieving the DLI -IV	2.5				
	Total				<b>100</b>	

#### SECTION-V. FINANCIAL PROPOSAL FORMS



4A. Details of Summary of Costs

4B. Breakdown of Costs

**Note: These forms shall be uploaded in Financial Folder only and should not be uploaded along with technical proposal. If uploaded such proposals are liable for rejection.**

**5A. SUMMARY OF COSTS**

No.	Description @	Amount (Rupees)
I	Remuneration for Key professional staff	
II	Supporting Staff	
III	Transportation (Hiring of vehicles for worksite)	
IV	Duty Travel to Site (Travelling allowances)	
V*	Office Rent/ Operational cost	
VI	Reports and Document Printing	
VI	Surveys	
X	Institutional Charges if any	
	<b>SUB-TOTAL</b>	
	GST	
	<b>TOTAL COSTS (Including GST)</b>	

(In words)

**\*The successful Bidder should have a office at Bhubaneswar for ease of operation of the prescribed activities**

Note:

1. The total cost including GST shall be mentioned in the financial proposal on the e-procurement portal.
2. The ceiling cost of the consultancy is as shown in the Summary of Costs. Payments will be made as per stipulations of the Special Conditions of Contract. The break-up of cost as given in formats 4B is to facilitate assessment of reasonableness of costs and conducting negotiations in accordance with clause 6 of the Information to Agencies.

@ Modify the items as appropriate for the consultancy assignment.

Agency's Name: \_\_\_\_\_

Signature with Seal: \_\_\_\_\_

**5B. BREAKDOWN OF COSTS (RS)I**

**REMUNERATION FOR STAFF**

No.	Position	Name	Rate* (Rs.)	SM	Amount (Rs)
	<b>Key professional staff</b>				
1.					
2.					
3.					
4.					
...					
...					
	<b>TOTAL</b>				

*SM = Staff Month*

**II. Support Staff**

No.	Position	Name	Staff Months	Rate* ( Rs )	Amount( Rs )
1					
2					
3					
...					
				<b>Total :</b>	

\* Provide the breakup of the rates to show the basic salary, social costs and overhead.

**III Transportation (Reimbursable) \***

Total:

**IV. Duty Travel to Site (Reimbursable)\***

Total

V **Office Rent (Reimbursable) \***

Total:

\*Prepare details as appropriate for the consultancy assignment.

VI. **Office Supplies, Utilities and Communication (Reimbursable)**

No.	Item*	Months	Monthly Rate (Rs)	Amount in (Rs)
1.				
2.				
3.				
4.				

TOTAL: -----

\* Prepare details as appropriate for the consultancy assignment.

**VI.      Reports and Document Printing**

No.	Description*	Number	No. of Copies	Rate per Copy (Rs.)	Amount (Rs. )
1					
2					
3					
4					
5					
				<b>Total</b>	

**VII.      Any other requirements like GIS imageries etc. to complete the assignment as per TOR.**

- Prepare details as appropriate for the consultancy assignment

Agency's Name: \_\_\_\_\_

Signature with Seal: \_\_\_\_\_

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***Draft Terms of Reference for selection of a Technical Support Agency (TSA) to provide support to Farmer Producers Organisations<sup>1</sup> (FPOs) under Rejuvenating Watersheds for Agriculture Resilience through Innovative Development (REWARD)***

## **1. Purpose**

- 1.1** This Terms of Reference (ToR) is for hiring of a Technical Support Agency (TSA) to be appointed by the Directorate of Soil Conservation and Watersheds Development, Department of Agriculture and Farmers' Empowerment, Government of Odisha, for a World Bank-assisted Program “ Rejuvenating Watersheds for Agriculture Resilience through Innovative Development (REWARD)<sup>2</sup> “
- 1.2** The World Bank has agreed to support the REWARD Program, covering two states (Karnataka and Odisha) and DoLR, through a financing instrument called Program for Results (PforR). The World Bank's loan to the DoLR and the states is released upon achievement of pre-agreed Results, defined under Disbursement Linked Indicators (DLIs).
- 1.3** As per the agreed DLIs, there is an indicator for strengthening Farmer Producer Organisations (please refer to the Project Appraisal Document for detailed information). Hence, the Directorate of Soil Conservation and Watershed Development , Department of Agriculture and Farmers' Empowerment, Government of Odisha, plans to hire services of a TSA to provide technical assistance for providing handholding support and business development services to the selected FPOs in the project.

## **2. Background**

- 2.1** Directorate of Soil Conservation & Watershed Development (DSC&WD) under the Department of Agriculture & Farmers Empowerment, Government of Odisha is the State Level Nodal Agency (SLNA) for Watershed Development Component of the Pradhan Mantri Krishi Sinchayee Yojana (WDC-PMKSY). Presently, New Generation Watershed Projects have been sanctioned under WDC-PMKSY -2.0 covering 2.78 lakh hectares in 25 districts.
- 2.2** In order to improve impacts from watersheds development program in the New Generation Watersheds projects, “Rejuvenating Watersheds for Agriculture Resilience through Innovative Development REWARD has been conceived, which will be implemented in the state with the funding support from the World Bank in five years starting from 2021-22.
- 2.3** REWARD is designed to promote more science-based and data-driven approach, stronger institutional capacities, greater attention to specific farmers' needs and strengthening market linkages and is designed under the Program for Results (PforR) financing instrument of the World Bank, wherein program finances are disbursed to the government upon achievement of pre-agreed key results<sup>3</sup>.

These results are picked up from the overall Results Framework and carry varying degrees of financial allocations.

- 2.4** As the indicators for measuring these key results are linked to disbursement of World Bank financial support, they are called Disbursement Linked Indicators or DLIs, in short.

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<sup>1</sup>Farmer Producer Organisations are referred as any legal collectives of farmers/producers as per Indian laws whose main objective is earnprofit and help their shareholders/members to earn income.

<sup>2</sup>REWARD Project Appraisal Document (PAD) can be downloaded from the following link:  
<https://projects.worldbank.org/en/projects-operations/document-detail/P172187?type=projects>

<sup>3</sup>Please refer to the PAD for detailed information about the project, results framework, DLIs, verification protocols and other relevant information. Before submitting your proposal, please read carefully and understand the project.

### **3. REWARD Program and Disbursement Linked Indicators (DLIs)**

- 3.1** REWARD aims to bring in more science-based approaches for planning watershed projects.
- 3.2** DSC&WD signed MoUs with key technical institutions<sup>4</sup> to collect site specific data on Land Resources Inventory (LRI), hydrology, remote sensing imagery and use the same for planning with the help of tailor-made algorithms and decision support systems. The data will be hosted on a digital library and site-specific micro-watershed plans will be generated through specifically designed algorithms.
- 3.3** Besides planning, the project aims to develop LRI cards and other advisory support (weather information, climate resilient practices etc.) for the target farmers and disseminate the same to them for their adaptation. The Project Appraisal Document (PAD) and the Program Manual may be referred for more details.
- 3.4** Strengthen capacities of national and state institutions to adopt improved watershed management for increasing farmers' resilience and support value chains in selected watersheds of participating states.
- 3.5** The primary beneficiaries of the REWARD Program are communities in rainfed areas that rely on sustainable land and water resources for livelihoods and ecosystem services. The sustainable development of watersheds based on better scientific inputs and technical capacities will lead to more effective conservation of soil, improved surface and groundwater availability and efficiency of use, and enhanced agricultural productivity and profitability, thereby generating sustainable improvement in incomes. In particular, it will have positive impacts on women, small and marginal farmers, and agricultural labourers. The efforts to ensure social inclusion in watershed planning and management will enhance the benefits that accrue to the most vulnerable.

### **4. Disbursement Linked Indicators and Verification Protocols**

- 4.1.** Disbursement of funds is linked to DLIs across the two Results Areas. The DLIs have been finalized in consultation with the DoLR and the two participating SWDs considering the need to signal critical actions in the achievement of the PDO; the need for a financial incentive to achieve the intended results; practical considerations of verifying achievement; and states' capacity to achieve the results during the Program implementation period. The DLIs are listed below. The definitions of the DLIs, the year-wise results to be achieved, and the verification protocols are presented in Annex 2 of PAD.

#### **4.a. Results Area 1: Strengthened institutions and supportive policy for watershed development**

- ❖ DLI #1 Percentage of Watershed Committees (WC) and Gram Panchayats (GP) which demonstrate satisfactory watershed management as measured through a performance rating system
- ❖ DLI #5 Number of professionals who complete certified training on improved watershed management provided by National Centre of Excellence on Watershed Management
- ❖ DLI #6 National technical standards for improved watershed management updated by DoLR and directive issued to states (DLI for DoLR).

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<sup>4</sup>The technical partners are; the Odisha University for Agriculture & technology, ICAR- National Bureau of Soil Survey and Land Use Planning, Kolkata, ICAR-Indian Institute of Water Management, Bhubaneswar, ICAR-Indian Institute of Soil & Water Conservation, Sunabeda, Indian Institute of Technology, Bhubaneswar and Odisha State Remote Sensing Application Center, Bhubaneswar.

## **4.b. Results Area 2: Science-based watershed development for climate resilience and enhanced livelihoods**

- ❖ DLI #2 Land area treated with science-based watershed management technologies
- ❖ DLI #3 Number of farmers who adopt resilient agriculture technologies and practices
- ❖ DLI #4 Number of FPOs with 25 percent increase in business turnover relative to baseline

### **4.b.1 : DLI#4 Farmer Producer Collectives Strengthened**

PDO indicator measures the number of Farmer Producer Organizations (FPOs) supported under the REWARD Program that achieves an annual business turnover i.e. achieve an average annual sales turnover that is at least 25% higher than their baseline levels<sup>5</sup>. The average sales turnover will be calculated based on the annual sales reported by the FPOs in their annual audited statements during the reporting period. The baseline will be the year preceding the FPOs entry into the program (as defined in the PAD).

To achieve the above indicators, the State is responsible to carry out relevant interventions with selected FPOs, i.e. 5 FPOs in each years starting from 2023-24 to 2025-26. Hence, for this purpose the state proposes to hire a Technical Support Agency(TSA) to undertake detailed assessment, planning and providing handholding support to FPOs for increase of desired turnover @ 25% from previous reference base level years .

## **5. Objective and Scope of Work**

### **5.1 Objective of assignment**

- ❖ Selection of better performing FPOs (If not completed) in the 5 REWARD implemented districts through devising of a rating tool / performance indicator system.
- ❖ Develop business plan of these farmer producer organizations for upscaling the activities in finance.
- ❖ Collaboration with allied service provider: Line departments, financial institutes and central agencies on linked project implementation operations.
- ❖ Mentoring, backstopping and monitoring effectiveness of the FPOs on regular basis, revising & adapting planning and implementation arrangement to respond the emerging need and demand in the ground level.
- ❖ Support the FPOs to evolve and become pro-market sensitive groups, so that organizations can sustain themselves after completion of the assignment.
- ❖ To achieve the DLI #4 on FPO strengthening

### **5.2 Scope of Work**

Responsible for achievement of DLI #4 related to FPOs promotion and increase of turnover @25% from the reference year of selected FPOs in REWARD districts

#### **5.2.1 Selection of FPOs (refer Annex II – FPO Selection Process)**

- a) Collect data on potential FPOs that are present in the REWARD districts and prepare a landscaping report on FPOs present in the REWARD districts (in case not completed by the Odisha REWARD team).
- b) Based on the landscaping report and consultations with FPOs and promoting agencies, finalise the process of shortlisting 40/50 FPOs out of the total number that are present in the REWARD districts. The methodology for short listing shall be devised as per rating tools considering following criteria.
  1. Age of FPO
  2. Annual turnover of the FPO

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<sup>5</sup>Please refer to PAD Results Framework for description related to baseline levels.



3. No. of share holders
  4. Equity and matching equity grant if any collected
  5. Infrastructure
  6. BOD and CEO and occurrence of Annual Governing Body Meeting.
  7. Legal compliances related to MCA(ministry of Corporate Affairs)
  8. Business pitch and Business plan development.
  9. Other relevant information as formulated by Directorate and Bank
- c) Conduct a business pitch competition to select final 20 FPOs out of the shortlisted ones in step b. Develop the pitch competition methodology and process to select the final 20 FPOs to be part of the REWRAD program. The methodology should describe the following on selection criteria for selecting 20 FPOs.
1. Evaluation process
  2. Business development plan
  3. Role of different agencies and their coordination, etc.
- d) The agency will take the lead on implementing the following activities during the pitch competition:
- i) Formulate the guideline to form the selection committee which should consist of wide range of industry experts coming from different segments of the agri value chain;
  - ii) Develop the evaluation score/tool to assess and select 20 FPOs through the pitch competition.
- e) The agency should guide and support the applicant FPOs to prepare for the pitch competition. Following support should be provided to the FPOs:
- i) Pre-pitch workshop mentoring;
  - ii) Preparation of pitch deck;
  - iii) A report on each FPO which should be presented during the pitch workshop highlighting FPO's capabilities, requirements, SWOT analysis, etc.

- f) Based on the data gathered and consultation with stakeholders, assist the directorate in selecting 20 best performing FPOs to be included in the project.
- g) Provide necessary support to the directorate in conducting the FPO selection process - challenge competition, business pitch, formulate guidelines for the same.

### 5.2.2 Detailed capacity assessment of the selected FPOs

- Carry out a detailed customised needs assessment of selected 20 FPOs and assist in rating of FPOs as may be necessary to assess their capacity.
- Prepare individual business plan of 20 FPOs highlighting support required (for example – different business incubation services, capital, finance, infrastructure, etc). The business plans of the FPOs may align with the watershed DPRs of that particular area wherever possible. For example, interventions specified in DPRs like specific crop or combination of crops or products, development of appropriate package of practices (PoP), agro advisories and their delivery to the stakeholders on a real time basis, etc, be taken into consideration while finalising the business plans of FPOs.
- Based on the customised need assessment reports, create mentoring plans<sup>6</sup> and finalise them in a consultative approach with the respective FPOs. Based on the mentoring plan, engage mentors who are experts in their respective domains for a period to support the FPOs.
- Mentoring plan prioritizes the critical intervention areas for the FPOs and their execution plans in terms of activities, staffing<sup>7</sup>, timeline, performance measurement guidelines, KPI (Key Performance Indicator) reporting, etc.

### 5.2.3 Implementation of business plans

- i. Mobilization and capacity building of producers, PGs, FPO Board, etc to effectively participate in agri-business activities of FPOs
- Support to PGs and FPOs to access capital (finance, infrastructure, grants, etc) for implementation of business plans
  - Support to FPOs to ensure backward linkages are established to enhance production through their members/producers
  - Selected 20 FPOs should be registered on e-NAM and ReMS portal and shall be facilitated for trading online. Similar online trading platforms should be explored for marketing purpose.
  - Support to FPOs for post-harvest management including processing facilities through partnerships with relevant stakeholders.
  - Support to FPOs for developing forward linkages to ensure that their products are marketed through partnerships with buyers/private sectors.
  - Support to FPOs to ensure compliance and other regulatory issues are met through support from government/other sources of funding.

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<sup>6</sup> Mentoring plan of each selected FPO will be customised according to their needs assessment and business plans. For example, FPOs requirement of different experts will be part of the mentoring plan and specific experts will be assigned as per their needs.

<sup>7</sup> Any specific HR support to individual FPOs (like CEO, community resource persons, etc) must be covered through financing of their individual business plans. This will have to be thought through so that FPOs are adequately supported by desired human resource in order to achieve the targets as per their business plans.

- Coordination and convergence with other departments to support the selected FPOs and also to establish PPP models.
- Responsible for on ground technical assistance, handholding, feedback collection for each handholding activity from both the FPO and the Expert/Mentor

#### **5.2.4 Monitoring and reporting on FPOs**

Support the directorate for the day-to-day project implementation and monitoring of the interventions related to FPOs.

- Progress report on all specified target activities to be submitted periodically on FPOs to the directorate.
- Assist the directorate in data collection and generating MIS reports/information in the required data sheets.
- The TSA will compile data from the diagnostic and thematic analysis and performance of the PGs and regularly report to the Odisha REWARD team.
- Visit FPOs on monthly basis to assess the Key Performance Indicators(KPIs). The KPIs should be segregated into program KPIs (considering the 20 FPOs as a group) and FPO KPIs (related to the individual FPC) . For example, a dashboard can be prepared for overall performance of selected FPOs considering key KPIs.
- Create a monthly performance report (MPR) format for the FPOs. Prepare the analysis for each FPO MPR for the scheduled monthly review meetings.
- Progress report on all specified target activities to be submitted monthly on FPOs to the Watershed Directorate.
- Data collection and generating MIS reports/information in the required data sheets and submitted to the Watershed Directorate. A dashboard can be created to for reporting and tracking performance.
- Document stories about the FPOs for knowledge sharing
- Conduct state level workshops for knowledge sharing and dissemination about FPOs promotion.

## **6 Support to the provided by the Directorate to the agency**

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- To ensure that the selected agency is able to function appropriately, the following support will be provided by the directorate:

- Create an advisory body to facilitate coordination to ensure convergence within the directorate and other line departments of the state to ensure support including investment on FPOs based on their business plans are mobilised including support from REWARD..
- Provide strategic direction to the agency for implementation of key activities
- Provide relevant materials and ensure that the agency has access to resources relevant for the FPO initiative
- Organise monthly meetings with the agency for coordination for monitoring and sharing information
- Provided office space for the team to be stationed at the Directorate

## **7 Composition and Qualifications of the steam**

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To achieve the DLI, the following minimum team structure should be adhere to and the agency should be responsible for hiring and managing the team. The agency is free to propose other structure keeping the REWARD project and DLI in consideration. The team structure proposed at the state and at the FPO level is below:

### 7.2 Composition of the team<sup>8</sup>

Sl.	Position	No. of Staff	Person Months
<b>Key Experts (State level)</b>			
1	Agribusiness Specialist / Team Leader	1	
2	Agri-finance Specialist	1	
3	Community Mobilization and Training Expert	1	
4	MIS /Documentation Specialist	1	
5	Mentors (Subject matter expert)	Needs based	
At the district or regional level as appropriate			
5	FPO Coordinators	5	

**Mentors** (i.e., Subject matter Experts): Mentors will be hired based on the specific needs of individual FPOs. Their services will differ according to the FPOs’ business plans. The short term engagement shall be to improve the specific need of the FPOs in improving business skills. The mentoring agency will be responsible to build a roster of mentors on different areas like specific crop production, processing, enterprise management, supply chain management, export, access to finance, etc. The services of the mentors will be availed as required.

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<sup>8</sup>Some of team members will be required after some duration and for specific time. The agency is advised to build staff time and costing accordingly to reflect the need.

### 7.3 Qualification of the team

Sl. No.	Name of Position	No.	Qualification	Professional Experience	Key Responsibilities
1	Agribusiness Specialist / Team Leader	1	Master's degree in Agriculture / Horticulture / MBA in Agribusiness / Natural Resources Management,	10+ years of experience in the field of livelihoods, value chain, agriculture, forestry, enterprise development.	Creation of value chain for farm and non-farm products. Analysis of products value chain and to find out the gaps; convergence plan, marketing, etc
2	Agri-finance Specialist	1	MBA- Rural development or Management / Marketing	5+ years of experience in promoting financial linkages of rural enterprises	Ensuring that the FPOs have access to quality financial services and credit support from financial as well as other institutions deemed necessary to increase their annual business
3	Community Mobilization / Capacity Building / Institutional and Training Expert	1	Master's degree in rural management or equivalent	5+ years of experience working in rural development projects working with communities/farmers promoting collectives, etc	Develop plans and execute them to build capacity of the FPOs., PGs producers and also ensure farmers are mobilized and effectively participate in the operations of FPOs
4	MIS/ Documentation Specialist	1	MBA- Rural development or Management / Marketing / B-tech in computer Science/ Information Technology or equivalent from a recognized university/ Institute	3+ years of experience in preparation of projects and in handling IT related assignments, MIS development, software development	Preparation of activity report; Data Analysis and reporting; Preparation of Detail Project Report and convergence Plan: Analysis and preparation of Business Plan

5	FPO Coordinator	5	Master's degree/ MBA in Rural Development / Social Work or Graduate with Diploma in Rural Development	3+ years of relevant experience in mobilization of farmers, field demonstrations, organizing village level workshop, training, meetings etc	Mobilisation and leading the activities of the assigned FPO; Managing a team of community resource persons for supporting FPOs business, etc; Performance tracking of FPOs on a monthly basis
6	Mentors (i.e., Industry Experts)		Master's degree/ MBA in Rural Development / Social Work or Graduate with Diploma in Rural Development	with at least 5+ years of experience of working directly with agri-businesses and supporting value chain interventions including advisory services	As part of the individual mentoring plan of FPOs, provide customised technical assistance and services including capacity building.

## 8. Key deliverable and Payments Linked

The expected deliverables of the consultancy services will be to provide high quality services to the state team of REWARD in implementation of the project along with deployment of qualified manpower. This dedicated team of experts / professionals would be appointed by the Agency for carrying out the assignment to ensure that DLI#4 is achieved as per the timeline (refer PAD)(Which shall be modified during signing of Agreement)

Sl.	Deliverables	Percentage of payment linked	Expected Timeline
1	Signing of the contract	05	30 <sup>th</sup> December 2022
2	Selection of final 25 FPOs to be supported through the REWARD program	10	31 <sup>st</sup> Jan 2023
3	Carry out assessment of selected FPOs and prepare their business plans including capacity development needs	10	31 <sup>st</sup> March 2023
3	15-20 FPOs have signed MoUs with financial institutions access credit	10	31 <sup>st</sup> July 2023
4	15-20 FPOs have signed MoUs with buyers for output marketing of their products	15	31 <sup>st</sup> Oct 2023
5	5 FPOs (cohort 1) have increased their annual turnover by at least 25 percent by 31 <sup>st</sup> March 2024 verified as per the project protocol	20	30 <sup>th</sup> April 2024
6	5 FPOs (cohort 2) have increased their annual turnover by at least 25 percent by 31 <sup>st</sup> March 2025 verified as per the project protocol	20	30 <sup>th</sup> April 2025
7	5 FPOs (cohort 3) have increased their annual turnover by at least 25 percent by 31 <sup>st</sup> March 2026 verified as per the project protocol	10	30 <sup>th</sup> April 2026

## 9. Important Dates

Sl.	List of Key Events	Critical Dates
1	Date of Issue of RFP	20 <sup>th</sup> November 2022
2	Last Date for Submission of Bid	20 <sup>th</sup> December 2022
3	Date of Opening of Technical Bid	20 <sup>th</sup> December 2022
4	Date of Opening of Financial Bid	30 <sup>th</sup> December 2022
5	Signing of Contract/MoU	10 <sup>th</sup> January 2023
The dateline shall be modified during signing of agreement		

## Annexure I

### REWARD Project Appraisal Document (please click below web link to access the PAD)

<https://projects.worldbank.org/en/projects-operations/document-detail/P172187?type=projects>

## Annexure II – FPO Selection Process under REWARD

### 1. REWARD FPO Initiative

Under REWARD the idea is to work with transformative business oriented FPOs that can demonstrate innovative solutions to scale up their businesses. In REWARD the Deliverable Linked Indicator (DLI) #4 is to select FPOs who will demonstrate at least 25 percent increase in their business turnover.

Thus, the focus is to work with FPOs that have already demonstrated their business viability at a certain scale and are ready to graduate to the next level with support from the program.

***This note explains the FPOs competitive selection process that will be followed in Odisha.***

### 2. Purpose of the competitive selection process:

The purpose of the competition is to select 25 FPOs that can demonstrate the following:

- FPOs board members, shareholders, CEO are actively engaged in the operations and show leadership skills to further strengthen the institution.
- FPOs interventions are likely to include working with business partners who will help them scale their operations beyond support from the program.
- FPOs have achieved success at a small scale, and have the potential to turn into a scalable agri-business company that can reach thousands of farmers by being socially, operationally and financially feasible.
- FPOs can transform into companies that can generate positive economic returns as business entities and also for their individual members/farmers.

### 3. Competitive FPO selection process

To select FPOs, a competitive selection process will be adopted. The process of FPO selection is mentioned in this section with steps outlined in the table below. The agency will have the primary responsibility to manage and implement the selection process with support from the Directorate

Step	Stage	Description	Key activities/Deliverables
1	FPO rapid landscaping information	Landscaping information about FPOs present in Odisha and more specifically in REWARD districts. The information will provide some details about FPOs present in the REWARD districts and their current status.	<ul style="list-style-type: none"><li>• Collect information and mobilise team/s responsible for collecting data on FPOs.</li><li>• The team/s must be provided with some guidance along with templates to gather information on FPOs.</li><li>• Prepare a report on FPOs that are active in Odisha.</li><li>• Important to gather data on all FPOs that are present in the REWARD districts.</li></ul>



2	Shortlisting of 40 FPOs based on rating tool	Based on the above landscaping information, criteria for FPO selection and benchmarking will be identified, which must be part of the rating tool. Some criteria could be: average annual turnover of last XX years must be at least INR xx; age at last xx years, active members must be XX; mobilized chare capital; presence in REWARD districts; existing marketing and credit linkages, etc	<ul style="list-style-type: none"> <li>• Review the landscaping data to gain insights on criteria to select FPOs.</li> <li>• Organise consultations with a few FPOs and some promoting agencies on the criteria and benchmarking.</li> <li>• Develop and finalize the rating tool as per the requirement of the program.</li> <li>• Apply the rating tool to shortlist 50 FPOs out of the total FPOs present in the REWARD districts.</li> <li>• Panel/committee members, if required could visit some proportion of the FPOs to ground-truth the rating exercise.</li> </ul>
3	Pitch Competition* to select final 15-20 FPOs	The shortlisted 50 FPOs will be requested to pitch their ideas to a panel/committee to participate in the REWARD program. Based on the pitch competition, 20 FPOs will be selected.	<ul style="list-style-type: none"> <li>• Develop methodology and guidelines for the pitch competition including template, assessment and scoring criteria, panel members, support to be provided through REWARD program if selected, etc.</li> <li>• Prepare and organize advertisement, road shows, webinars, etc to promote the competition.</li> <li>• The agency provides critical support to the 50 FPOs to prepare them for the pitch competition. Support areas: support to FPOs to prepare the pitch, SWOT analysis of FPOs, etc.</li> <li>• Panel members could be industry experts/agri-business/value-chain experts. This will help to assess the FPOs thoroughly and with a business oriented mindset. The panel could be an independent committee directly not engaged in the REWARD program. The details of the panel members will be provided in the guidelines for pitching, honorarium, expenses, etc.</li> <li>• Organise a few meetings of the panel members to sensitize them to the pitch competition and seek feedback</li> <li>• Launch the pitch competition</li> <li>• Follow the assessment and scoring methodology to make a selection of 25 FPOs as finalists</li> </ul>

SECTION VI: CONTRACT FOR CONSULTANT SERVICES

**GOVERNMENT OF ODISHA**

**CONTRACT AGREEMENT**

For Implementation of World Bank Assisted  
Programme On  
Rejuvenating Watersheds for Agricultural Resilience through Innovative Development  
(REWARD: ODISHA)

Between

**Directorate of Soil Conservation & Watershed Development (DSC&WD),  
Agriculture & Farmers' Empowerment Department,  
Govt. of Odisha, Bhubaneswar**

And

**[Name of the Agency]**

FOR

***Technical Support Agency (TSA) to provide support to Farmer  
Producers Organisations (FPOs)***

**Dated:-----**

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## I. FORM OF CONTRACT

This CONTRACT (herein after called the "Contract") is made on the ----- day of -----  
-----, 2022

Between

Directorate of Soil Conservation & Watershed Development (DSC&WD), Agriculture & Farmers' Empowerment Department, Government of Odisha (hereinafter called the "Client") having its office located at Krushi Bhawan, Bhubaneswar represented by Director, DSC&WD.

And

(Name of the Agency)

(Hereinafter called the "Agencies").

*[\*Note: If the Agencies consist of more than one entity, the above should be partially amended to read as follows:*

*"on the other hand, a joint venture consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Agencies' obligations under this Contract, namely, \_\_\_\_\_ and (hereinafter called the "Agencies.")"]*

## WHEREAS

- (a) the Client has requested the Agencies to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");
- (b) the Agencies, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

**NOW THEREFORE** the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
  - (a) The General Conditions of Contract (hereinafter called "GCC");
  - (b) The Special Conditions of Contract (hereinafter called "SCC");
  - (c) The following Appendices:
    - Appendix A: Terms of Reference (Description of Services, Schedule and Reporting Requirements and Data, Services and Facilities to be provided by the Client to Agency)
    - Appendix B: Key professional Personnel of agencies and Supporting staff
    - Appendix C: Breakdown of Contract Price
    - Appendix D: Form of Bank Guarantee for Performance Security

2. The mutual rights and obligations of the Client and the Agency shall be as set forth in the Contract, in particular:

(a) The Agency shall carry out the Services in accordance with the provisions of the Contract; and

(b) The Client shall make payments to the Agency in accordance with the provisions of the contract.

**IN WITNESS WHEREOF**, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

For and on behalf of the Agency

For and on behalf of the Client

Signed:

Signed:

(.....)

(..... )

In the capacity of

In the capacity of

In the Presence of:

In the presence of:

1. Signed in full:  
Designation:

1. Signed in Full:  
Designation:

2. Signed in Full:  
Designation:

2. Signed in Full:  
Designation:

## **II. GENERAL CONDITIONS OF CONTRACT**

### **1. GENERAL PROVISIONS**

#### **1.1 Definitions**

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;
- (b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GCC), Special Conditions of Contract (SCC) and Appendices and other documents to be attached as required;
- (c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GCC 2.1
- (d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6 of GCC;
- (e) "GCC" means these General Conditions of Contract;
- (f) "SCC" means these Special Conditions of Contract;
- (g) "Government" means the Government of Odisha;
- (h) "Local currency" means Indian Rupees;
- (i) "Member", in case the Agency consist of one entity and "Members" means all team members associated with the assignment;
- (j) "Personnel" means persons hired by the Agency as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2(a)
- (k) "Services" means the work to be performed by the Agency pursuant to this Contract as described in Appendix A
- (l) "State Project Monitoring Committee (SPMC) "means Committee headed by Principal Secretary, A&FE Department.
- (m) Technical Committee (TC) means committee headed by joint Director (Soil conservation) level-1, DSC & WD.
- (n) Finance Committee (FC) means committee headed by Accounts Officer (AO), DSC&WD.

#### **1.2 Law Governing the Contract**

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

#### **1.3 Language**

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

#### **1.4 Notices**

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail or electronic mail to such Party at the address specified in the SCC.

**1.5 Location**

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Odisha or elsewhere, as the Client may approve.

**1.6 Authorized Representatives**

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Agency may be taken or executed by the officials specified in the SCC.

**2. Commencement, Completion, Modification and Termination of Contract**

**2.1 Effectiveness of Contract**

This Contract shall come into effect after 10 days of the signing of the Loan Agreement by Govt. of India or such other later date as may stated in the SCC.

**2.2 Commencement of Services**

The Agency shall begin carrying out the Services after the date the Contract becomes effective, or at such other date as may be specified in the SCC.

**2.3 Expiration of Contract**

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SCC.

**2.4 Modification**

Modification of the terms and conditions of this Contract, including any modification of the Services or of the Contract Price, may only be made by written agreement between the Parties. If at any point of time modification/amendment is required in any of the provisions or part thereof in clause 1 & 2, and if such amendment agreed upon by and between the parties herein, said modification/amendment shall be integral part of this Contract and it will be annexed to this Contract as Appendix-E and onwards.

**2.5 Force Majeure**

**2.5.1 Definition**

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances. Neither party will be held responsible for non-fulfilment of its obligations under this MoA due to any Enactment, Act of God, Natural Calamities etc.

**2.5.2 No Breach of Contract**

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.



### 2.5.3 **Extension of Time**

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure. The time extension will be granted with due recommendation from the Technical Committee and approval by the Department/SPMC.

### 2.5.4 **Payments**

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Agency shall not be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

### 2.6 **Suspension**

The Client may by written notice of suspension to the Agency, suspend all payments to the Agency hereunder if the Agency fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Agency to remedy such failure within a period not exceeding thirty (30) days after receipt by the Agency of such notice of suspension.

### 2.7 **Termination**

#### 2.7.1 By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Agency, to be given after the occurrence of any of the events specified in Paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days in the case of the event referred to in (e):

- (a) if the Agency do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;
- (b) if the Agency become insolvent or bankrupt;
- (c) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days; or
- (d) if the Agency, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

“Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

“Fraudulent practice” means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GoO, and includes collusive practice among Agency (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive GoO of the benefits of free and open competition.

(e) if the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

#### **2.7.2 By the Agency**

The Agency may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in Paragraphs (a) through (c) of this Clause 2.7.2:

(a) if the Client fails to pay any money due to the Agency pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within thirty (30) days after receiving written notice from the Agency that such payment is overdue;

(b) if the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same within thirty (30) days (or such longer period as the Agency may have subsequently approved in writing) following the receipt by the Client of the Agency' notice specifying such breach;

(c) if, as the result of Force Majeure, the Agency is unable to perform a material portion of the Services for a period of not less than sixty (60) days.

#### **2.7.3 Cessation of Rights and Obligations**

Upon termination of this Contract pursuant to Clause GC 2.7, or upon expiration of this Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except:

- (i) such rights and obligations as may have accrued on the date of termination or expiration;
- (ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof; (iii) any right which a Party may have under the Applicable Law.

#### **2.7.4 Cessation of Services**

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Agency shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Agency the Agency shall proceed as provided by Clauses GC 3.7.

#### **2.7.5 Payment upon Termination**

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Agency:

- (a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination; after receiving the deliverables achieved so far against the remuneration and payment should be made after due approval from finance committee.
- (b) except in the case of termination pursuant to Paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract after receiving the deliverables achieved so far against the remuneration and payment should be made after due approval from finance committee.

### **3. Obligations of the Agency:**

#### **3.1 General**

The Agency shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Agency shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- Agency or third parties. Agency will maintain a project office at Bhubaneswar.

#### **3.2 Conflict of Interests**

##### **3.2.1 Agency Not to Benefit from Commissions, Discounts, etc.**

The remuneration of the Agency pursuant to Clause: 6 shall constitute the Agency' sole remuneration in connection with this Contract or the Services, and the Agency shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Agency shall use their best efforts to ensure that the Personnel shall not receive any such additional remuneration.

##### **3.2.2 Procurement Rules of Funding Agencies**

If the First, as part of the Services, have the responsibility of advising the Agency on the procurement of goods, works or services, the Agency shall comply with OGFR guidelines. Any discounts or commissions obtained by the Agency in the exercise of such procurement responsibility shall be for the account of the Client.

##### **3.2.3 Agency and Affiliates not to engage in certain Activities**

The Agency agree that, during the term of this Contract the Agency and their affiliates shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting conflicts of interest of the ongoing project.

##### **3.2.4 Prohibition of Conflicting Activities**

Neither the Agency nor the Personnel shall engage, either directly or indirectly, during the term of this Contract, any business or professional activities in the country which would conflict with the activities assigned to them under this Contract.

#### **3.3 Confidentiality**

The Agency and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

### **3.4 Insurance to be Taken out by the Agency**

The Client shall not be responsible for any insurance against the risks, and for the coverage, as shall be specified in the SCC.

### **3.5 Agency's Actions Requiring Client's Prior Approval**

The Agency shall obtain the Client's prior approval in writing before taking any of the following actions:

- (a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-Agency and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Agency shall remain fully liable for the performance of the Services by the Sub-Agency and its Personnel pursuant to this Contract;
- (b) appointing such members of the Personnel not listed by name in Appendix B ("Key Personnel and Sub-Agency"), and
- (c) any other action that may be specified in the SCC.

### **3.6 Reporting Obligations**

The Agency shall submit to the Client the reports and documents specified in Appendix-A in the form, in the numbers, and within the periods set forth in the said Appendices.

### **3.7 Documents Prepared by the Agency to be the Property of the Client.**

All reports and other documents submitted by the Agency in accordance with Clause 3.6 shall become and remain the property of the Client, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client.

## **4. Agency's Personnel**

### **4.1 Description of Personnel**

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement in the carrying out of the Services of the Agency's Key Personnel are described in Appendix A & B. The Key Personnel listed by title as well as by name in Appendix 'B' are to be approved by the Client.

### **4.2 Removal and/or Replacement of Personnel**

- (a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Agency, it becomes necessary to replace any of the Key Personnel, the Agency shall forthwith provide as a replacement a person of equivalent or better qualifications with the reason of replacement.
- (b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Agency shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.
- (c) The Agency shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

## 5. **Obligations of the Client**

### 5.1 **Assistance and Exemptions**

Unless otherwise specified in the SCC, the Client shall use its best efforts to ensure that the Government shall:

- (a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;
- (b) assist the Agency and the Personnel for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;
- (c) provide to the Agency, Sub-Agency and Personnel any such other assistance as may be specified in the SCC.

### 5.2 **Services and Facilities**

The Client shall make available to the Agency and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix A at the times and in the manner specified in said Appendix A, provided that if such services, facilities and property shall not be made available to the Agency as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Agency for the performance of the Services, (ii) the manner in which the Agency shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Agency as a result thereof.

## 6. **Payment to the Agency:**

6.1 An estimate of the cost of services is set forth in Appendix-C

6.2 Payment under this contract shall not exceed ceilings specified in the contract.

### 6.3 **Lump Sum Remuneration**

The Agency's total remuneration shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Agency in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in clause 6.1 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.4 For any payment in excess of ceilings specified in Appendix-C an amendment to the contract shall be signed by both the parties referring to the provision of this contract.

### 6.5 **Payment for Additional Services:**

For the purpose of determining the cost due for additional services as may be agreed under Clause 2.4, as per the breakdown of the lump sum price in Appendix C.

### 6.6 **Taxes and duties**

The Agency will be responsible for meeting any/all the tax liabilities arising out of this contract under the applicable law. The Client will deduct tax at sources (TDS) as per the applicable law at the applicable rate during the time of payment.

### 6.7 **Contract Price**

The Contract price is set forth in the SCC.

**6.8 Terms and Conditions of Payment**

Payments will be made to the account of the Agency and according to the payment schedule stated in Appendix-A. Any other payment shall be made after the conditions listed in the Appendix-A for such payment have been met, and the Agency have submitted an invoice to the Client specifying the amount due and UCs along with item wised invoice/documents, details of work done and deliverables for the last amount released. The Agency should keep all the supporting vouchers & bills in original for the amount released which will be readily available as and when required by the Client.

**7.0 Settlement of Disputes**

**7.1 Amicable Settlement**

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

**7.2 Dispute Settlement**

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SCC.

**8.0. Anti-Corruption Guidelines:**

(a) For this assignment, Agency shall not engage any individual who is debarred by the World Bank.

(b) For this assignment, Agency shall not engage any sub-Agency /sub-contractor who is debarred by the World Bank.

Latest list of debarred individuals & firms can be accessed from following weblink.<https://www.worldbank.org/en/projects/operations/procurement/debarred-firms>

**9.0 Fairness and good faith-** The parties undertake to act in good faith with respect to each other's rights under this contract and to adopt all reasonable measures to ensure the realisation of the objectives of this contract.

### III. SPECIAL CONDITIONS OF CONTRACT

**1.SCC:** As per definition SCC means by which GCC may be amended or supplemented but there is no reference of Clauses of GCC for which the format to be adopted is given hereunder and accordingly reference of GCC Clause no. may be given in 1st column

No of GCC Clause	Amendment of, and supplements to, Clauses in the GCC

1.2.1 The addresses are:

Client: The Director, Soil Conservation and Watershed Development, Odisha,  
Bhubaneswar.  
Krushi Bhawan, Keshari Nagar, Bhubaneswar- 751001

Attention :

E-mail : iwmporissa@gmail.com

Agency :

Attention :

E-mail :

1.2.2 Authorized Representatives:

The Authorized Representatives are:

For the Client :

For the Agency :

2.1 Effectiveness of Contract

The date on which this Contract shall come into effect shall be the day of signing of the Contract.

2.2 Commencement of Services:

The commencement of services shall be the date of signing of Contract.

2.3 Expiration of Contract:

The period shall be 60 (Sixty) months or completion of the REWARD Program whichever is later or any other period as agreed by the both the parties.

**3. Obligations of the Agency:**

3.1 General

1. Undertakes to perform the Services with the highest standards of professional and ethical competence and integrity.
2. Establish a dedicated team as specified in ToR to undertake the tasks assigned.
3. Assign clear cut roles and responsibilities to the professionals with periodic review arrangements to the satisfaction of Client.
4. Agency shall maintain dedicated Bank account to operate this fund. All the expenditures, financial transactions shall be subject to internal auditors appointed by DSC&WD/ Finance Department, GoO under the Program and external audit by C&AG/DSC&WD and World Bank. The Agency should keep all the books and documents ready for all type of audit and must facilitate and cooperate with the audit team as per the first part for this project.

3.2.2 **Procurement Rules of Funding Agencies**

The Agency shall follow OGFR guideline and allied rules thereof on the procurement of required goods, works or services for the project.

3.4 **The risks and the coverage:**

- (i) Third Party motor vehicle liability insurance as required under Motor Vehicles Act, 1988, in respect of motor vehicles operated in India by the Agency or their Personnel for the period of Consultancy;
- (ii) The Department is not liable for third party insurance.
- (iii) Liability and workers' compensation insurance in respect of the Personnel of the Agency, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate;
- (iv) Professional liability insurance
- (v) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Agency' property used in the performance of the Services, and (iii) any documents prepared by the Agency in the performance of the Services.



**3.5 Agency's actions requiring Client prior approval:**

Agency shall inform the change of key personnel to Client. In case of any change in personnel, Agency shall also ensure program deliverables are as per the timelines agreed upon without affecting the performance of the Program.

3.7 Documents Prepared by the Agency to be the Property of the Client. The Agency shall not use these documents for purposes unrelated to this contract without the prior written approval of the Client.

**6.7. Contract Price**

The amount of Contract is Rs. ----- [Rupees ----- only] The Agency shall have to submit its itemised invoice/documents to the Client prior to sanction/release of subsequent fund to the Agency. The Agency to submit the documents/evidence of payment of taxes/statutory dues to the Client prior to subsequent release and the Client to submit documents/ evidence of payment of TDS to the Agency in due course.

**6.8. Terms and Conditions of Payment**

- a) Payment shall be made after receipt of the invoice and final acceptance of the relevant documents/reports by "Technical Committee" headed by Joint Director(L-1) DSC&WD
- b) The deadlines for submission of the deliverables are as per Annexure- A.
- c) The agencies have to strictly follow the timelines fixed for the submission of the deliverables. In case of inordinate delay in submission of any deliverables and if that is significantly affecting the performance of the project then Client can reduce the payment to the extent of delay period as penalty if the Agency is solely responsible for the delay.
- d) Release of funds is subjected to availability of Grants from GoO.

**7. Dispute settlement:**

Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this Service Order / Agreement (including its interpretation) between DSC&WD and the Agency, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this contract promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Agency and DSC&WD within 7(seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work

**APPENDICES:**

Appendix A: Terms of Reference (Description of Services, Schedule and Reporting Requirements and Data, Services and Facilities to be provided by the

Client to Agency)

Appendix B: Key professional Personnel of agencies and Supporting staff

Appendix C: Breakdown of Contract Price

Appendix D: Form of Bank Guarantee for Performance Security

**Appendix D: Form of Bank Guarantee for Performance Security**

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: \_\_\_\_\_ Bank Guarantee:

Date: \_\_\_\_\_

Dear Sir,

In consideration of M/s. \_\_\_\_\_ (hereinafter referred as the "Client", which expression shall, unless repugnant to the context or meaning thereof include it successors, administrators and assigns) having awarded to M/s. \_\_\_\_\_ (Herein after referred to as the "RI" which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of client's Contract Agreement No. \_\_\_\_\_ dated \_\_\_\_\_ and the same having been unequivocally accepted by the RI, resulting in a Contract valued at \_\_\_\_\_ for \_\_\_\_\_ Contract (hereinafter called the "Contract") (scope of work) and the Client having instructed to submit Bank Guarantee for the above Contract amounting to Rs. .... (in words and figures) as a performance security to be furnished by the RI.

We \_\_\_\_\_ (Name of the Bank) having its Head Office at \_\_\_\_\_ (hereinafter referred to as the Bank), which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators executors and assigns) do hereby guarantee and undertake to pay the client immediately on demand any or, all monies payable by the Agency to the extent of \_\_\_\_\_ as aforesaid at any time up to Rs \_\_\_\_\_ without any demur, reservation, contest, recourse or protest and/or without any reference to the Agency. Any such demand made by the client on the Bank shall be conclusive and binding notwithstanding any difference between the Client and the Agency or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. We agree that the Guarantee herein contained shall be irrevocable and shall continue to be enforceable till the Client discharges this guarantee.

The Client shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary the advance or to extend the time for performance of the contract by the RI. The Client shall have the fullest liberty without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Client and to exercise the same at any time in any manner, and either to enforce or to forebear to enforce any covenants, contained or implied, in the Contract between the Client and the RI any other course or remedy or security available to the Client. The bank shall not be relieved of its obligations under

these presents by any exercise by the Client of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Client or any other indulgence shown by the Client or by any other matter or thing whatsoever which under law would but for this provision have the effect of relieving the Bank.

The Bank also agrees that the Client at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the RI and notwithstanding any security or other guarantee that the Client may have in relation to the RI liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is limited to \_\_\_\_\_ and it shall remain in force up to and including and shall be extended from time to time for such period (not exceeding one year), as may be desired by

M/s. \_\_\_\_\_ on whose behalf this guarantee has been given.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ WITNESS

\_\_\_\_\_

\_\_\_\_\_

(signature)

(signature)

\_\_\_\_\_

\_\_\_\_\_

(Name)

(Name)

(Official Address)

Designation (with Bank stamp)

Attorney as per Power of Attorney No.

Dated

Note: The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India