



**ODISHA STATE AGRICULTURAL MARKETING BOARD (OSAMB)**

**Plot No. 1800(P), Baramunda, Po- Khandagiri  
BHUBANESWAR – 751030**

**No. 1605/Estt.-138/2017 / Date : 26.06.2018**

**REQUEST FOR PROPOSAL (RfP)**

**FOR**

**Selection of a Consulting Firm for  
Technical Assistance and Advisory Services for Development and  
Promotion of Agricultural Marketing in Odisha.**

**Date: 26.06.2018**

## **DISCLAIMER**

The information contained in this Request for Proposal ("RfP") document or subsequently provided to prospective bidders, whether verbally or in documentary or any other form by or on behalf of OSAMB or any of its employees or advisers, is provided to prospective bidders on the terms and conditions set out in this RfP and such other terms and conditions subject to which such information is provided.

This RfP is not an agreement and is neither an offer nor invitation by OSAMB to the prospective bidders or any other person. The purpose of this RfP is to provide interested parties with information that may be useful to them in the formulation of their Bids pursuant to this RfP. This RfP includes statements, which reflect various assumptions and assessments arrived at by OSAMB in relation to the assignment. Such assumptions, assessments and statements do not purport to contain all the information that each prospective bidder may require. This RfP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RfP. The assumptions, assessments, statements and information contained in this RfP, may not be complete, accurate, adequate or correct. Each prospective bidder should, therefore, conduct its own investigations and analysis and assessment and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RfP and obtain independent advice from appropriate sources.

Information provided in this RfP to the prospective bidders is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OSAMB accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

OSAMB, its employees and advisers make no representation or warranty and shall have no liability to any person including any prospective bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RfP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RfP and any assessment, assumption, statement or information contained therein or deemed to form part of this RfP or arising in any way in this Selection Process.

OSAMB also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any prospective bidder/applicant upon the statements contained in this RfP.

OSAMB may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this RfP.

The issue of this RfP does not imply that OSAMB is bound to select a prospective bidder or to appoint the Selected bidder, as the case may be, for the assignment and OSAMB reserves the right to reject all or any of the Bids without assigning any reasons whatsoever.

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

Authority in this RfP means OSAM Board.

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## 1. DATA SHEET

Activity	Description
Assignment Name	Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha
Name of the Client	Odisha State Agricultural Marketing Board (OSAMB)
Nodal Officer Contact details	General Manager Odisha State Agricultural Marketing Board e-mail: osamboard99@yahoo.com Phone: 0674-2351316
Address	General Manager, OSAMB Odisha State Agricultural Marketing Board, Plot No. 1800(P), Baramunda, Po-Khandagiri, Bhubaneswar – 751030 e-mail: osamboard99@yahoo.com Phone: 0674 – 2351316 Fax: 0674 – 2351310
Selection Method	Quality and Cost Based Selection (QCBS)
Preparation of Proposal	
Language	Proposals shall be submitted in English language. All correspondences exchanged for the assignment shall be in English language.
Technical Proposal	<p><b>The Proposal shall comprise the following:</b></p> <p><b>1<sup>st</sup> Inner Envelope with the Technical Proposal:</b></p> <ol style="list-style-type: none"> <li>I. SCHEDULE – A: Technical Bid Submission Form</li> <li>II. SCHEDULE – B: Letter of Bid/Declaration</li> <li>III. SCHEDULE – C: Power of attorney for signing of Bid</li> <li>IV. SCHEDULE – D: Details of Bidder</li> <li>V. SCHEDULE – E: Description of Experience of Bidder</li> <li>VI. SCHEDULE – F: Description of Approach, Methodology and Work Plan for undertaking the assignment</li> <li>VII. SCHEDULE – G: Team Composition and Task Assignments</li> <li>VIII. SCHEDULE – H: Curriculum Vitae (CV) For Proposed Core Team and the Resource Pool</li> <li>IX. SCHEDULE – I : Case study on large scale Transformation Program</li> <li>X. SCHEDULE – J: Income Tax, PAN/CIN and Service Tax Registration Documents</li> <li>XI. SCHEDULE – K: Annual Turn Over In Last Three Financial Years from Consulting Services with supporting</li> </ol>

	documentation XII. Response to the Eligibility requirements
Financial Proposal	<b>2<sup>nd</sup> Inner Envelope with the Financial Proposal:</b> I. Schedule – L (Financial Bid Submission Form)
Bid Processing Fee	Rs. 5000/- (Rupees Five thousand )only in the form of demand draft drawn in favour of Odisha State Agricultural Marketing Board, payable at Bhubaneswar.  The Bid Processing Fee shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal.
Earnest Money Deposit (EMD)	EMD of Rs. 2,00,000 (Rupees Two Lakh) in the form of demand draft drawn in favour of Odisha State Agricultural Marketing Board, payable at Bhubaneswar.  The EMD shall be submitted along with the 1 <sup>st</sup> Inner Envelope of the Technical Proposal
Validity of the proposal	180 days
Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible	No
Clarification/Queries	Clarifications/Queries may be requested in writing by e-mail only.  The contact information for requesting clarifications is: e-mail osamboard99@yahoo.com
Eligibility	1. The Prospective Bidder shall be a Company / Firm / LLP duly registered in India with a track record of providing consulting/ advisory services for at least 5 years as on December 31, 2017. The agency should have the experience of working on the consultancy assignments for Central/State governments. Certificate of Registration/Incorporation to be provided.  2. In the last 5 years, the Prospective Bidder/Applicant should have: <ul style="list-style-type: none"> <li>• Provided consultancy for large- scale transformation projects in India (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) working with Central / State</li> </ul>

	<p>Ministries, Departments, PSUs or multilateral agencies in at least one project related to agriculture with a minimum fee of INR 1 Cr</p> <ul style="list-style-type: none"> <li>• Worked on at least 5 long-term (more than 6 months duration) assignments with central/state government or its agencies in India.</li> <li>• Having a minimum strength of 50 consulting staff (excluding tax, audit and other staff).</li> </ul> <p>Relevant pages of Work orders/Completion certificates for the assignments to be provided.</p> <p>Self-certification by Head, HR/Personnel/Administration of the agency to be provided to confirm the strength of consulting staff in the firm as on Dec 31, 2017 or later.</p> <p>3. The Prospective Bidder / Applicant should have an average turnover of minimum Rs. 25 Crore from consulting services during the last 3 years. (FY 2013-14 to FY 2015-16) Audited balance sheets or certificate from Statutory Auditor should be submitted in proof of the same.</p> <p>4. Prospective Bidder / Applicant ought not to have been debarred/ blacklisted/its any agreement ought not to have been terminated by the Odisha State Government or its instrumentalities. The Prospective bidder ought not to have been convicted in any criminal case by any court of competent jurisdiction in connection with any assignment. Self-certification by the authorized signatory to be provided. False certification and/ or nondisclosure of material facts ought to have been disclosed will lead to forfeiture of the EMD and disqualification from the evaluation process.</p>
<b>Submission, Opening and Evaluation</b>	
<b>Submission</b>	<p><b>The Firm (which includes prospective bidder/applicant) must submit:</b></p> <p>(a) <b>Technical Proposal:</b> one (1) original, (1) copy and (1) CD</p> <p>(b) <b>Financial Proposal:</b> one (1) original</p> <p>The Firms shall not have the option of submitting their Proposals electronically.</p>
Date of RfP publication	27.06.2018

Last date for Submission of Queries	30.06.2018 up to 04:00 PM		
Pre- bid meeting	04.07.2018 at 11:00 AM at 1 <sup>st</sup> Floor, Conference Hall, OSAMB, Bhubaneswar		
Issue of Corrigendum	10.07.2018		
Bid Due Date	21.07.2018 up to 05:00 PM		
Technical Bid opening	23.07.2018 at 11:00 AM at OSAMB, Bhubaneswar		
Date of Technical Presentations	26.07.2018 at 11:00 AM		
Financial Bid Opening	30.07.2018 at 11:00 AM		
Time period for the assignment	24 months from the date of issue of work order. Extendable further for a period of 12 months.		
<b>Evaluation Criteria</b>			
<b>Technical Evaluation</b>			
<b>Evaluation criteria</b>			<b>Maximum Points</b>
		<b>A. Average annual turnover from consultancy services in India for the last 3 years i.e. 2015-16, 2016-17, 2017-18 in India</b> Scoring: INR 25-49 Crores = 3 marks INR 50-75 Crores = 6 marks INR > 75 Crores = 10 marks	10
		<b>B. Quality of Approach and Methodology</b>  Assessment will be based on a) Demonstrated understanding of the objectives of the study b) Detailed approach & methodology with respect to the activities given in the TOR c) Tools and networks to be employed to support the Consultant's proposed approach	30
		<b>C. Qualification and competence of the core team for the assignment</b>	30
		<b>D. Relevant Project Experience</b>	30
		<b>D1. Agriculture sector related experience:</b> Expertise in providing consulting/ advisory assistance in India related to agriculture with public or multi lateral agencies over the last 5 years with a minimum fee of INR 1 Crores,	10



	<p>with a minimum duration of 6 months for each project. Consultant should be the lead bidder.</p> <p>Scoring  1 project = 3 marks  2 projects = 6 marks  3 or more projects = 10 marks</p> <ul style="list-style-type: none"> <li>• For all project experience, copy of Contract/ work orders indicating the details of the assignment, client, value of assignment and year of award to be provided. The Managing Director or authorized representative of the Consulting firm shall self- certify, if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.</li> </ul>		
	<p><b>D.2 Public sector transformation experience:</b>  Expertise in providing consulting/ advisory assistance on large-scale transformation projects (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) with Central/ State Ministries, Departments or PSUs or multilateral agencies in social / public sectors such as agriculture, food security &amp; distribution, nutrition, logistics, public education, public healthcare with a minimum fee of INR 1 Crore, with a minimum duration of 6 months for each project over the last 5 years. Consultant should be the lead bidder.</p> <p>Scoring  1-2 Project = 3 marks  3-5 projects = 6 marks  &gt; 5 projects = 10 marks</p> <p><b>(Projects already mentioned under D1 shall not be repeated for consideration under this section)</b></p> <p>For all project experience, copy of</p>	10	

	<p>Contract/ work orders indicating the details of the assignment, client, value of assignment and year of award to be provided. The Managing Director or authorized representative of the Consulting firm shall self- certify, if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.</p>		
	<p>One detailed case study on a large-scale transformation program (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) of a social/ public sector ( such as agriculture, food security &amp; distribution, nutrition, public education, public healthcare, transportation, logistics and distribution) working with a Central / State Ministry, Department, PSU or multilateral agency in India.</p> <p>The case study should describe the context/ social issue, objective of the program, length of the engagement, topics covered (such as visioning, strategy and roadmap development, policy or regulatory framework definition, organization restructuring, IT implementation, process re - engineering, PMU management, capacity building) and the impact.</p> <p>The case study will be evaluated based on the following criteria</p> <ul style="list-style-type: none"> <li>a) Size &amp; scope of the program</li> <li>b) Activities undertaken, topics covered</li> <li>c) Impact and outcomes delivered</li> </ul> <p>Minimum size of the program should be INR 1 crore; consultant should be the lead bidder.</p> <p>Case study should be a maximum of 10 pages in length</p>	10	
	<b>Total</b>	<b>100</b>	

\* Copies of work orders/agreement/completion certificate must be submitted as a proof. Ongoing assignments (where the elapsed duration of the assignment is less than 6 months) shall not be considered for evaluation.

\* The Team Leader and the associates are expected to be present during the proposal presentation for discussions with the proposal evaluation committee. OSAMB may decide to have further discussions with the team members of the selected agency before commencement of the assignment and may request for replacements, in case the proposed team members are not found to meet the expected teaming requirements.

## **2. Section- I : GENERAL INFORMATION**

### **2.1 About OSAMB and objectives of the assignment**

Odisha State Agriculture Marketing Board (OSAM Board) is an autonomous organization of Government of Odisha. The present agricultural marketing system of the state is governed by the Odisha State Agricultural Produce Marketing Act, 1956 .

Odisha has 66 RMCs functioning under the supervision of OSAM Board & Directorate of Agricultural Marketing. There is need for suitable upgradation of infrastructure for storage, grading and trading of the agricultural produce in the Regulated Market Committees (RMCs). The Collection of the Market Fees is presently manually done and the processes in the mandis have not undergone changes with the changing times. Monitoring of the traders and other stakeholders is not adequate. Enforcement is difficult after abolition of the check gates. The staffs of the RMCs need to be trained and oriented towards a more pro-active marketing and service oriented role.

Government of India has come out with a model bill which seeks to lift geographical barriers to trade, attract private investment in setting up markets and promote electronic trading for better price discovery and appropriation of the same by the producers, with transparency in operations. The role of RMCs will undergo a significant change in future and in order to remain relevant, they will be required to attract buyers and sellers by offering quality services and equitable pricing to the producers.

For the holistic growth of agricultural sector and in tune with the changing times, OSAM Board is planning to bring about transformation in the Agricultural Marketing set up in the state by developing state of the art agricultural markets, providing best facilities to the farmers and other stakeholders, attract investments from private sector in agriculture marketing infrastructure, as well as services and to sustain and regulate the development, create efficient, effective and transparent business processes with effective use of IT. OSAMB also plans to bring about change in its internal organization setup and that of the Regulated Market Committees with also

changes in the manner in which the RMCs are supervised and monitored to effectively be able to play the role of modern day regulator and be best suited to take up the challenges for the future. The Government of Odisha in its Agriculture Policy, 2013 envisages a whole range of reforms in the area of Agriculture Marketing. In order to translate that vision into reality, the OSAMB envisages to create/facilitate creation of state-of-art Marketing Infrastructure and marketing facilities like Processing Centers, Electronic/Remote Auction System, Pack houses, Cold Storages, Ripening Chambers, Shops for Wholesalers, Farmers' Market, Agri. Business Information Centre and Logistic Hub etc. as per a well drawn plan based on a detailed diagnostic study and the best practices in the sector within India and abroad.

For this purpose, OSAM Board desires to engage a Consultant, to provide a whole range of services for organizational development, technical advisory on planning, design and procurement of services for new markets and up-gradation of existing markets, development of infrastructure and allied transaction advisory services for implementation of projects in the PPP mode, including setting up a Project Management Unit (PMU), apart from a whole range of actions required to develop, promote and strengthen agricultural marketing in the state of Odisha.

## **2.2 Selection Procedure**

An agency will be selected under Quality and Cost Based Selection (QCBS) system and procedures described in this RfP.

## **3. Section II: INFORMATION TO THE FIRMS**

**3.1** Firms are invited to submit a Technical Proposal and Financial Proposal, as specified in the Data Sheet for services required for the assignment named in the Data Sheet and under the scope of work and objectives of the assignment. The proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected firm for a period specified in the agreement.

**3.2** Firms must familiarize themselves with the local conditions and take them into account in preparing their proposals. To obtain first-hand information on the assignment and on the local conditions, firms are advised to conduct study of the present situation at their level, before submitting a proposal and to attend the pre-bid meeting. Attending the pre-bid meeting is optional.

- 3.3** Please note that (i) the costs of preparing the proposal and of negotiating the contract, including visit(s) to the Client, are not reimbursable; and (ii) the Client is not bound to accept any of the proposals submitted.
- 3.4** OSAMB requires that firms 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. Firms 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.
- 3.5** Without limitation on the generality of this rule, firms shall not be hired under the circumstances set forth below:
- 3.5.1** A firm 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 services for the same project. Conversely, firms hired to provide professional 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 professional services) for the same project.
- 3.5.2** Firms 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 Firms.
- 3.6** To observe the highest standard of ethics during the selection and execution of the assignment, the terms set forth below shall not be followed:
- 3.6.1** "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
- 3.6.2** "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the borrower, and includes collusive practices among firms (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive the borrower of the benefits of free and open competition.

OSAMB will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question with other consequential action.

### **3.7 Clarifications and amendments of RfP Documents**

- 3.7.1** Prospective bidders, requiring clarification on the RFP shall notify OSAMB by e-mail at OSAMB's mailing address indicated in the Data Sheet on or before the last date for submission of queries, as indicated in the Data Sheet. Queries received after this date will not be entertained.
- 3.7.2** OSAMB will clarify the queries received within the last date for receiving such queries in the Pre-bid Conference and written response to all such queries will also be available on the website of OSAMB. The OSAMB shall not be responsible for ensuring that bidders' enquiries have been received by it. The OSAMB neither makes any representation or warranty as to the completeness or accuracy of the responses, nor does it undertake to answer all the queries that have been posed by the Bidders.

### **3.8 Amendment in RfP:**

At any time, prior to the date of submission of Bids, OSAMB may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the RFP. The amended RFP shall be notified by OSAMB on the website [www.osamboard.org](http://www.osamboard.org). These amendments will be binding on the bidders. In order to afford prospective bidders reasonable time to take these amendments into account in preparing their bids, OSAMB may, at its discretion, extend the deadline for the submission of bids.

### **3.9 Technical Proposal**

- 3.9.1** In preparing the Technical Proposal, firms are expected to examine the documents constituting this RfP in detail. Material deficiencies in providing the information requested may result in rejection of a proposal.
- 3.9.2** While preparing the Technical Proposal, firms must give particular attention to the following:
- i. The firms cannot seek the participation by entering into a joint venture with, or subcontracting part of the assignment to other firms.
  - 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 relationship with it.
  - iii. Proposed professional staff must, at a minimum, have the experience indicated in the Data Sheet, preferably working under conditions similar to those expected in the proposed assignment.
  - iv. Alternative professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.
  - v. Reports to be issued by the firms as part of this assignment must be in the language(s) specified in the Data Sheet.

- 3.9.3** The Technical Proposal shall provide the following information using the attached Standard Forms
- i. SCHEDULE – A: Technical Bid Submission Form
  - ii. SCHEDULE – B: Letter of Bid/Declaration
  - iii. SCHEDULE – C: Power of attorney for signing of Bid
  - iv. SCHEDULE – D: Details of Bidder
  - v. SCHEDULE – E: Description of Experience of Bidder
  - vi. SCHEDULE –F: Description of Approach, Methodology and Work Plan for undertaking the assignment
  - vii. SCHEDULE –G: Team Composition and Task Assignments
  - viii. SCHEDULE – H: Curriculum Vitae (CV) For Proposed for the Core Team and the Resource Pool
  - ix. SCHEDULE – I : Case study on large scale Transformation Program
  - x. SCHEDULE – J: Income tax, PAN/CIN and Service Tax Registration Documents
  - xi. SCHEDULE – K: Annual Turn Over In Last Three Financial Years from Consulting Services
- 3.9.4** The Technical Proposal shall not include any financial information.

### **3.10 Financial Proposal**

- 3.10.1** In preparing the Financial Proposal, firms are expected to take into account the requirements and conditions outlined in the RFP documents. The Financial Proposal should follow Standard Form (Schedule L).
- 3.10.2** The Data Sheet indicates how long the proposals must remain valid after the submission date. During this period, the Firm is expected to keep available the 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 Firms who do not agree have the right not to extend the validity of their proposals.

### **3.11 Submission, Receipt, and Opening of Proposals**

- 3.11.1** The original proposal (Technical Proposal and Financial Proposal); shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the firm itself. Any such corrections must be initialled by the persons or person who sign(s) the proposals.
- 3.11.2** An authorized representative of the firm should initial all pages of the proposal. The representative's authorization shall be confirmed by a written Power of Attorney / Board resolution clearly providing the required authority to the signatory accompanying the proposal.

- 3.11.3 For each proposal, the Firms shall prepare the number of copies indicated in the Data Sheet. Each Technical Proposal and Financial Proposal shall be marked "ORIGINAL" or "COPY" as appropriate. If there are any discrepancies between the original and the copies of the proposal, the original copy shall govern.
- 3.11.4 Agencies shall submit the sealed bids in two sealed envelopes as detailed below. The name and address of the agency should be mentioned on each envelope. The language of the Bids as well as the supporting documents shall be in English.
- 3.11.5 **Sealed Envelope I:** The cover of the envelope should clearly mention as "Envelope-I –**Technical Bid for Selection of a Consulting Firm for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha**". It will contain the Technical Bid as per specified format (Schedule A, B, C, D, E, F, G, H, I , J and K) and any other relevant documents, duly signed by authorized representative of agency with company seal, EMD and Non-refundable Bid Processing Fee towards the cost of RfP document
- 3.11.6 **Sealed envelope –II:** The cover of the envelope should clearly mention as "Envelope-II – **Financial Bid for Selection of Selection of a Consulting Firm for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha**". It should contain Financial Bid (Schedule L) duly signed by authorized representative of agency with company seal.
- 3.11.7 **Sealed envelope – III:** The cover of the envelope should clearly mention as "**Proposal for Selection of a Consulting Firm for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha**". This outer envelope will include the Sealed envelope – I and Sealed envelope- II.
- 3.11.8 Tender complete in all respects may be submitted to OSAMB through courier/ speed post/hand-delivery only such that they are delivered to the address mentioned in the Data Sheet on or before the time and date mentioned in the Data Sheet. Any proposal received after the closing time for submission of proposals shall be returned unopened. Tenders received by fax/mail will not be entertained.
- 3.11.9 OSAMB shall at its discretion, extend this deadline for submission of bids by amending the RFP, in which case all rights and obligations of OSAMB and agency such to the deadline will thereafter be continued till the deadline as extended.

### 3.12 Proposal Evaluation

From the time the bids are opened to the time the contract is awarded, if any Firm 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 Firm's proposal.

**3.12.1** The mode of Evaluation shall be QCBS (Quality and Cost Based Selection)

**3.12.2 Evaluation of Technical Proposals**

The evaluation committee, appointed by the Client as a whole, and each of its members individually, will evaluate the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria, sub-criteria, and the point system specified in the Data Sheet. Each responsive proposal will be given a technical score. A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

**3.12.3** The technical evaluation will involve:

Technical Evaluation		
<b>Evaluation criteria</b>	<p><b>A. Average annual turnover from consultancy services in India for the last 3 years i.e. 2015-16, 2016-17, 2017-18 in India</b></p> <p>Scoring:            INR 25-49 Crores = 3 marks            INR 50-75 Crores = 6 marks            INR &gt; 75 Crores = 10 marks</p>	<b>Maximum Points</b> 10
	<p><b>B. Quality of Approach and Methodology</b></p> <p>Assessment will be based on            a) Demonstrated understanding of the objectives of the study            b) Detailed approach &amp; methodology with respect to the activities given in the TOR            c) Tools and networks to be employed to support the Consultant's proposed approach</p>	30
	<p><b>C. Qualification and competence of the core team for the assignment</b></p> <p>As detailed below</p>	30
	<p><b>D. Relevant Project Experience</b></p>	30
	<p><b>D.1. Agriculture sector related experience:</b>            Expertise in providing consulting/ advisory</p>	10

	<p>assistance in India related to agriculture with public or multi lateral agencies over the last 5 years with a minimum fee of INR 1 Crores, with a minimum duration of 6 months for each project. Consultant should be the lead bidder.</p> <p>Scoring  1 project = 3 marks  2 projects = 6 marks  3 or more projects = 10 marks</p> <ul style="list-style-type: none"> <li>• For all project experience, copy of Contract/ work orders indicating the details of the assignment, client, value of assignment and year of award to be provided. The Managing Director or authorized representative of the Consulting firm shall self- certify, if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.</li> </ul>		
	<p><b>D.2 Public sector transformation experience:</b>  Expertise in providing consulting/ advisory assistance on large-scale transformation projects (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) with Central/ State Ministries, Departments or PSUs or multilateral agencies in social / public sectors such as agriculture, food security &amp; distribution, nutrition, logistics, public education, public healthcare with a minimum fee of INR 1 Crore, with a minimum duration of 6 months for each project over the last 5 years. Consultant should be the lead bidder.</p> <p>Scoring  1-2 Project = 3 marks  3-5 projects = 6 marks  &gt; 5 projects = 10 marks</p> <p><b>(Projects already mentioned under D1 shall not be repeated for consideration under this</b></p>	10	

	<p><b>section)</b></p> <p>For all project experience, copy of Contract/ work orders indicating the details of the assignment, client, value of assignment and year of award to be provided. The Managing Director or authorized representative of the Consulting firm shall self- certify, if the firm has done assignments on non-disclosure agreements. In such cases, broad details of the assignment have to be provided to ascertain relevance.</p>		
	<p><b>D.3</b> One detailed case study on a large-scale transformation program (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) of a social/ public sector ( such as agriculture, food security &amp; distribution, nutrition, public education, public healthcare, transportation, logistics and distribution) working with a Central / State Ministry, Department, PSU or multilateral agency in India.</p> <p>The case study should describe the context/ social issue, objective of the program, length of the engagement, topics covered (such as visioning, strategy and roadmap development, policy or regulatory framework definition, organization restructuring, IT implementation, process re - engineering, PMO management, capacity building) and the impact.</p> <p>The case study will be evaluated based on the following criteria</p> <ol style="list-style-type: none"> <li>a) Size &amp; scope of the program</li> <li>b) Activities undertaken, topics covered</li> <li>c) Impact and outcomes delivered</li> </ol> <p>Minimum size of the program should be INR 1 crore; consultant should be the lead bidder.</p> <ul style="list-style-type: none"> <li>• Case study should be a maximum of 10 pages in length</li> </ul>	10	
	<b>Total</b>	<b>100</b>	

A technical score (St) will be calculated in accordance with the above criteria. The minimum technical score required to qualify technical evaluation is 70 points out of 100. A proposal will be considered unsuitable and will be rejected at this stage if it fails to achieve the minimum technical score. The Client will notify bidders who fail to score the minimum technical score about the same and return their Financial Proposals unopened after completing the selection process.

Prior to evaluation of the Financial Proposals, the Evaluation Committee will determine whether the Financial Proposals are complete in all respects, unqualified and unconditional, and submitted in accordance with the terms hereof.

$$S_f = 100 \times F_m / F;$$

In which Sf is the financial score, Fm is the lowest Financial Proposal, and F is the Financial Proposal (in INR) under consideration.

Proposals will finally be ranked in accordance with their combined technical (St) and financial (Sf) scores:

$$S = S_t \times T_w + S_f \times F_w;$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal that will be 0.80:0.20.

The Applicant achieving the highest combined technical and financial score will be considered to be the successful Applicant and will be invited for contract signing.

### **3.13 Public Opening and Evaluation of Financial Proposals**

**3.13.1** After the evaluation of quality is completed, the Client will notify the firms that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals.

**3.13.2** The Financial Proposals shall be opened publicly in the presence of the firms' representatives who choose to attend. The name of the Firm, the technical scores, and the proposed prices shall be read and recorded when the Financial Proposals are opened. The Client will prepare minutes of the public opening.

**3.13.3** Bidder with the highest combined score, as explained above shall be invited for negotiations.

### **3.14 Negotiations**

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

**3.14.2** Having selected the firm on the basis of, among other things, an evaluation of proposed key professional staff, the Client expects to

negotiate the 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 were offered in the proposal without confirming their availability, the firm may be disqualified.

**3.14.3** The negotiations will conclude with a review of the draft form of the contract. To complete negotiations the Client and the firm will initial the agreed contract. If negotiations fail, the Client may invite the firm whose proposal received the next highest score to negotiate a Contract.

### **3.15 Award of Contract**

**3.15.1** The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other Firms on the shortlist that they were unsuccessful and return the unopened Financial Proposals of those Firms who did not qualify at the technical evaluation.

**3.15.2** The firm is expected to commence the assignment on the date and at the location as specified by the Client during issue of work order.

### 3.16 Deliverables and Payment Schedule

The agency will provide the following deliverables:

Sl. No.	Deliverable	Anticipated Timelines	Amount to be paid
1.	Inception report	Within 3 weeks of acceptance of LOA	5 % of the quoted fees
2.	Detailed diagnostic involving a study of the present system (mapping, market landscaping, gaps in existing mandis etc.), benchmarking and identification of best practices, recommendations for discussion (need for new systems, process re-engineering, mandi development to enhance access etc.)	Within 3 months of acceptance of LOA	10 %
3.	Create a vision document and action plan as per the scope of the assignment. Design of new systems e.g. system that will replace manual interventions at the mandis, plan for augmenting facilities through PPP and attracting investments. Put together a detailed roadmap and implementation plan indicating activities and milestones to ensure timely implementation.	Within 6 months of acceptance of LOA	15%
4.	Floating of RFPs or MCAs for PPPs for new mandis or mandi services, and other key activities such as for IT vendor to build a system etc.	Within 9 months of acceptance of LOA	10%
5.	Finalisation of RFPs, selection and on-boarding of vendors. Set up a PMU to implement the road map and oversee vendors and partners	Within 12 months of acceptance of LOA	10%
6.	Implementation of the Action	End of 12	40 % of the quoted

	Plan. Support central PMU in monitoring and tracking initiatives, develop the necessary dashboard to facilitate reviews. Monthly reports to be submitted clearly highlighting the status of planned activities as per the Action Plan and decisions required.	months onwards	fees divided into 12 monthly payments.
7.	Final Report Submission	End of 24 months	10% of the quoted fees.

The assignment may be extendable for a period of another year at the same fees as that of the second year with an increase of 5 percent to account for inflation. The Authority will inform the Consultant at least 2 weeks before the completion of the 2 years period.

There will be an increase in RMC revenues linked incentive, which will be based on increase in Total Income of RMCs in the state, compared to the total income of the RMCs in the preceding one year period before the date of award of LOA to the consultant, at the end of 2 years of engagement of the Consultant and similarly the increase in total income during the third year of engagement (if the contract is extended for another one year) compared to the total income during the second year of engagement. This incentive will be payable after 2 years and 3 years (if engagement is extended) of engagement as follows.

<b>Payment Slab</b>	<b>Increase in Total income of all RMCs</b>	<b>Payment terms</b>
1	100 - upto 200 %	5 percent of quoted fees
2	200 – upto 300%	10 percent of quoted fees
3	More than 300 percent	15 percent of the quoted fees

This will be subject to the claim to be submitted by the consultant in this regard with supporting documents towards the claim. The increase in income should be attributable to the activities taken as per the Action Plan and support rendered by the Consultant and not due to any extraneous factors. The decision of the Committee constituted in this regard to examine the claim will be binding upon the Consultant.

OSAMB will require 15 working days for review of each deliverable and the payment will be made within 15 days of date of invoice, on acceptance of deliverables by OSAMB.

### **3.17 Time Frame**

The assignment will be for an initial period of 2 years, as explained above, which may be extended by another 1 year with 5% increase in the fees to be paid in the second year of the assignment.

### **3.18 EXCLUSION OF IMPLIED WARRANTIES**

This RfP expressly excludes any warranty conditions or other undertaking implied by law or customs or otherwise arising out of any other agreement between the parties or any representation by any party not contained in a binding legal agreement executed by the parties.

### **3.19 SEVERABILITY**

If for any reason whatsoever any provision of this RfP becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, then the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the parties will negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions as early as practicable.

### **3.20 SURVIVAL**

- (a) Termination of this RfP shall not relieve the Agency of any obligations devolved hereunder which expressly or by necessary implication survives termination hereof; and
- (b) Except as otherwise provided in any provisions of this RfP expressly limiting the liability of either party, shall not relieve either party of any obligations or liability for loss or damage to the other party arising out of or caused by acts or omissions of such party prior to the effective date of termination or arising out of such termination.

### **3.21 WAIVER**

- (a) Waiver by either party of any default by the other party in the observance and performance of any provision of or obligations under this RfP:-
  - i. Shall not operate or be construed as a waiver of any other or subsequent default hereof or other provisions or obligations under this RfP.
  - ii. Shall not be effective unless it is in writing and executed by a duly authorized representative of such party; And
  - iii. Shall not affect the validity and enforceability of this RfP in any manner.
- (b) Neither the failure by either party to insist on any occasion upon the performance of the terms, conditions and provisions of this RfP or any



obligations there under nor time or indulgence granted by a party to the other party, shall be treated or deemed as a waiver of such breach or acceptance of any variation or the relinquishment of any such right hereunder.

### **3.22 FORCE MAJEURE**

- (a) If at any time during the validity of this agreement any party fails to perform its obligations under it agreement, either wholly or partly owing to or resulting from causes beyond its control such as Acts of God including natural disasters, wars and hostilities (declared or undeclared) involving India, riot, rebellion, sabotage, civil commotion, Acts of Government, Order of any competent Court of Law, natural calamities, strikes and Lock-outs and the likes of it etc, it shall be relieved of the responsibility for performance of the said obligations under this agreement to the extent if fails to perform its obligations.
- (b) In the event of occurrence of a force majeure condition as specified in sub clause (A) above, the affected party shall give prompt notice to the other party as soon as possible but definitely within 2 (two) weeks of occurrence of such event furnishing all particulars of the relevant event and explaining therein the reasons for its failure to perform its obligations, wholly or partly, under this agreement.
- (c) The party declaring a force majeure shall during the duration of such force majeure condition use its best effort to resume the performance of its obligations under this RfP with least possible delay and keep the other party informed about the developments time to time.
- (d) Both the parties shall be relieved of their respective obligations and responsibilities for performance under this RfP during the Force Majeure period either wholly or partly as the case may be.

### **3.23 REPRESENTATION AND WARRANTIES OF THE PROSPECTIVE BIDDER/ AGENCY:**

- (a) It has full power and authority to execute, deliver and perform its/his obligations under the agreement to be executed and to carry out transactions contemplated hereby,
- (b) It has taken all necessary action under the applicable laws to authorise the execution, delivery and performance of the RfP contemplated to be signed,
- (c) It has financial standing and capacity to undertake the project,
- (d) The agreement to be executed constitutes its/his legal valid and binding obligation enforceable against it/him in accordance with the terms thereof.
- (e) It/he is subject to civil, commercial and arbitration laws in India in respect of agreement to be executed and it/he hereby expressly and irrevocably waves any immunity in any jurisdiction in respect thereof.

- (f) The execution, delivery and performance of the agreement will not conflict with result in breach of, constitute a default under or accelerate performance required by any of the terms of the Agency or to which any applicable laws or any covenant, agreement or understanding, decree or order to which, it is or he is a party or by which it or he or any of its/his properties or assets is bound or affected.
- (g) There is no actions, suits, proceedings, investigations pending or, to agency's knowledge, threatened against it/him at law or in equity before any court or before any other judicial, quasi judicial or other authority, the outcome of which may result in breach of or constitute a default of the Agency under the agreement to be executed or which individually may result in any adverse effect.
- (h) It/he has no knowledge of any violation or default with respect to any order, writ, injunction, or any decree of any court or any legally binding order of any Govt agency which may result in any materially adverse effect or impairment of the agency's liability to perform its/his obligation and duties under the agreement to be executed.
- (i) No representation or warranty of the agency contained herein or any other document furnished to OSAMB or to any Govt Agency contain any untrue statement of material facts or omits or will omit to state a material fact so as to make the representation or warranty misleading.

### **3.24 MISCELLANEOUS**

**3.24.1 Final decision-making authority:** OSAMB reserves the right to accept or reject any bid and to annul the process at any time without assigning any reason thereof and without thereby incurring any liability to the affected applicant or without informing the applicants of the grounds for such action by OSAMB.

**3.24.2 Confidentiality:** The successful applicant shall treat as confidential all the information, records, reports, technical data, contracts, Agreements, maps, drawings and any other documents provided to/ obtained by them during the contract period for performing their responsibilities and obligations. However, the confidentiality obligations under the contract will not apply to the information already in the public domain. An undertaking in this regard would require to be submitted by the applicant at the time of signing of the contract Agreement.

**3.24.3 Jurisdiction:** All disputes arising out of the agreement to be executed with the successful applicant shall be subject to the jurisdiction of the appropriate court at Bhubaneswar, Odisha and will be governed by the laws of India.

**Minimum Required Experience and Expertise of proposed Professional Staff/Core Team and Resource Pool**

<b>Sl.No.</b>	<b>Position</b>	<b>Education Qualification</b>	<b>Experience</b>
1	Project Director/ Team Lead (1)	Master Degree in Business Administration or Agri Business Management from a reputed and recognized University or Institution	<ul style="list-style-type: none"> <li>• Minimum 20 years of professional experience</li> <li>• Experience of leading at least one large scale assignment / program involving transformation (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) in social / public sectors such as agriculture, food security &amp; distribution, nutrition, logistics, public education, public healthcare for a State / Central Ministry, Department, PSU or multilateral agency with a minimum consultancy fee of INR 1 Crore. Preference will be given to such experience in India.</li> <li>• Minimum 5 years of professional experience in a leadership capacity with accountability and responsibility for performance, including outcomes, budget, timelines, client and stakeholder management.</li> <li>• Experience in public sector PPP projects, bid transaction management</li> <li>• Should be under employment of the concerned firm for at least 2 years</li> </ul>
2	Agri Marketing Expert(1)	Master Degree in Agri Business Management or Post Graduate degree in Agri Economics from a reputed and recognized University or Institution	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience in advisory / consulting</li> <li>• Demonstrated expertise in agri market landscaping, strategy development, creation of innovative business models, process reengineering of the end-to-end value chain, automation and use of technology, export promotion or</li> </ul>

			marketing strategy.
3	BPR /Business Transformation Expert	Master Degree in Business Administration from a reputed and recognized University or Institution	<ul style="list-style-type: none"> <li>• Minimum 10 years of professional experience in advisory / consulting</li> <li>• Demonstrated experience in large-scale transformation (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) projects for a State / Central Ministry, Department, PSU or multilateral agency with a minimum consultancy fee of INR 1 Crore</li> <li>• Should have demonstrated expertise related to strategy development, process improvement, implementation planning, policy or regulatory framework definition, PMO/PMU and program management.</li> </ul>
4	PPP/ Financial Expert (1)	Should be a Chartered Accountant or MBA(Finance) or Masters in Economics /Commerce/Finance or Cost Accountant	<ul style="list-style-type: none"> <li>• Minimum 7 years of professional experience</li> <li>• Demonstrated expertise in financial modeling and analysis along with broad experience in the field of project finance, transaction structuring and / or PPP Projects.</li> <li>• Should have demonstrated experience of similar assignments undertaken for State / Central Ministries, Departments, PSUs or multilateral agencies</li> </ul>
5	IT Expert (1)	BE or MBA from a reputed and recognized University or institution	<ul style="list-style-type: none"> <li>• Minimum 7 years of professional experience</li> <li>• Demonstrated expertise in IT strategy, road mapping and implementation, design &amp; development of mobile applications /platforms, payment systems, MIS systems and Program Management</li> </ul>

			<p>of large IT and Digital Enablement programs</p> <ul style="list-style-type: none"> <li>• Should have worked on IT implementation / programs with State / Central Ministries, Departments, PSUs or multilateral agencies</li> </ul>
6	Infrastructure Expert (1)	BE or MBA from a reputed and recognized university or institution	<ul style="list-style-type: none"> <li>• Minimum 7 years of professional experience</li> <li>• Demonstrated experience on topics related to infrastructure development, operations and management of storage facilities including cold storages and warehousing, logistics and transportation in agriculture sector.</li> <li>• Should have demonstrated experience of similar assignments undertaken for State /Central ministries, Departments, PSU or multilateral agencies</li> </ul>
7	Associates (2)	Master's / PG Diploma in Agri Business Management or its equivalent From a reputed and recognized University or institution	<ul style="list-style-type: none"> <li>• Minimum 3 years work experience in Marketing of Agri Commodities / business development / Channel Management for agri commodities.</li> <li>• Should be under employment of the concerned firm for at least 2 years</li> </ul>
	Associate (1)	Bachelor's Degree in Business Administration/Economics/Engineering, preferably MBA from a reputed and recognized University or Institution	<ul style="list-style-type: none"> <li>• Minimum 3 years work experience</li> <li>• Should have experience of working with Government Agencies/PSUs on topics related to large-scale transformation (involving strategy development, road mapping, implementation planning, PMU set up and implementation support) of social sectors such as agriculture, food security &amp; distribution, nutrition, logistics, public education, public healthcare.</li> <li>• Should be under employment of the concerned firm for at least 2 years</li> </ul>

Since an array of disciplines is required from time to time, the Consultant should propose a Resource Pool (Other Personnel) across disciplines, which may be approved by the OSAMB. The Resource Pool is expected to assist the Consultant deliver the scope of services as mentioned under the TOR. The Resource Pool is not expected to assist third party vendors, if any, who would be responsible for undertaking various activities as envisaged under this assignment. However, through the Resource Pool, the Consultant shall ensure access to services of its technical, commercial legal, contractual or other experts, as and when required and enable them to give all inclusive comment/opinion on the queries/matters forwarded by OSAMB.

The Consultant shall ensure that services of the Professional Staff/Core Team are provided full time for the contractual period. The Consultant is expected to incorporate the costs of such pool of experts in its Financial Proposal. The OSAMB will not bear any other costs, incidental or otherwise, apart from the costs mentioned in the Financial Proposal under Schedule L.

### Resource Pool

S no.	Position	Educational Background and Experience
1.	Agri Economist	Phd in Agri Economics From reputed and recognized university or institution, with minimum 10 years of experience in advisory services particularly for agricultural development and agri marketing activities having sound understanding of collection and analysis of agricultural markets data.
2.	Legal and Contract Expert	Post Graduate in Law from recognized university or institution, with minimum 10 years of experience in advising clients on legal issues related to projects (preferably social and/or infrastructure sector). Should have experience of working concession agreements, SPVs, and other legal documents related to implementation of projects.
3.	Capacity Building and Training Expert	Post Graduate in Social Sciences from a recognized university or institution, with minimum 10 years of experience in training and capacity building at National/State Level. Should have experience of working on assessment of training readiness of

		organization/department, developing training modules/packages for functionaries of various levels.
4.	Communication/Branding Expert	Post Graduate degree in Communication/advertising/PR from a reputed and recognized university or institution, with minimum 10 years of experience in creating media plans/branding/PR plans and executing the same. Leadership level experience in development of corporate communications, branding, media planning and PR.

**Personnel will be evaluated on**

- a) General qualifications (education and professional experience ) : **20%**
- b) Adequacy for the assignment (relevant education, training, experience in agriculture/social sectors, similar assignment ) : **80%**

Sl.No.	Key Personnel	Number of Marks
1	Project Director / Team Leader	6
2	Agri Expert	4
3	BPR/Business Transformation Expert	4
4	PPP / Financial Expert	4
5	IT Expert	3
6	Infrastructure Expert	3
7	Associates	6 (2x3 Associates)
	Total	30

\* The 3 Associates shall be based at OSAM Board and shall also provide administrative/professional support to OSAMB in its key activities. Apart from the deliverables as per the Action Plan to be prepared by the Consultant, the Professional staff / Core Team and Resource Pool shall also provide expert opinion and advice in respect of on-going/future planned priority activities of OSAM Board, as and when required.

\* The Project Director/Team Lead and the associates are expected to be present during the proposal presentation for discussions with the proposal evaluation committee. OSAMB may decide to have further discussions with the team members of the selected agency before commencement of the assignment and may request

for replacements, in case the proposed team members are not found to meet the expected teaming requirements.

#### **4. Section – III : SCOPE OF WORK**

- i. Provide expert opinion and advice in respect of on-going/future planned priority activities of OSAM Board during the period of assignment.
- ii. Study of the present system of Agricultural Marketing. Identification of gaps in the existing legislation, structure of the implementing and stakeholder agencies and the processes. Suggest measures to plug these gaps, in line with the reforms being undertaken in other states and the Govt. of India.
- iii. A thorough Diagnostic study mapping the present system of sale and movement of agricultural commodities from different parts of the state. Identify potential clusters for different commodities, nearby existing marketing facilities and scope for development of newer facilities and utilization of unutilized facilities of Cooperation as well as other departments. Suggest locations for development of newer facilities in the state of Odisha.
- iv. Assist in organisation development and restructuring of the OSAMB and the RMCs for effective and efficient functioning of these institutions as modern day facilitators and service providers.
- v. Assist OSAMB in recruiting employees or engage consultants, if required for the PMU and its other needs.
- vi. Prepare a plan for capacity building and training of staff of the OSAMB and RMCs and assist in its implementation.
- vii. Prepare a plan for Business Process Re-engineering of the present system of functioning of the RMCs, the OSAMB and the Directorate of Agricultural Marketing. Replacing the present system of manual collection of fees and declaration of movement of commodities by traders/transit slips. Monitoring of Traders through an on-line system. Issue of license through an on-line system. Plan development of a sound I.T. infrastructure and systems. Assist in selection of vendor for implementation of the IT plan and monitoring its implementation.
- viii. Develop a system for collection of information on the Agricultural Commodities prices and analysis of these in comparison to markets within the state, as well as, with other states for informed decision making by farmers and other stakeholders.
- ix. Conduct a detailed study of the available infrastructure of the Regulated Market Committees and prepare a plan for augmenting income of the RMCs by suitable



utilization of these assets, including prospects of PPP projects and earn substantial income. Assist in implementation of this plan.

- x. Develop a plan for promoting contract farming and direct marketing. Assist in its implementation.
- xi. Develop a plan for setting up wholesale and Special Commodity markets with backward and forward linkages in the state on lines of the best set ups with in the country and abroad, and assist in its implementation.
- xii. Design welfare schemes for the farmers on the lines of similar schemes being implemented in other states.
- xiii. Prepare a plan for improvement in designs of the existing marketing infrastructure to suit the needs of the farmers and other stakeholders.
- xiv. Undertake Techno-commercial appraisal of the new proposals being received from the RMCs and other projects envisaged by the OSAMB and the Government
- xv. Develop a Communication Plan for the OSAMB and RMCs for reaching out to the farmers through various mediums including social media. Develop a social media / App based platform for information interchange and feedback. Assist in implementation of the plan.
- xvi. Develop a plan for establishing a system of reliable, efficient and modern Assaying in the state and assist in its implementation.
- xvii. Prepare a plan for branding of agricultural commodities produced and being Marketed in the state with a view to enable such brands being recognised for their quality and uniqueness, which would result in high price being fetched for these commodities for the producers and assist in its implementation.
- xviii. Suggest interventions required in the Agriculture and Cooperation sector as whole for development and promotion of Agricultural Marketing in the state and assist in their implementation.

**Expected Outcomes – Below is a list of some of the expected outcomes from the assignment and is an indicative and not exhaustive list.**

- Substantial increase in mandi transactions at the RMCs.
- Substantial increase in revenues of the RMCs and the OSAMB.
- Development of Inter-mandi, Inter-state trade and exports.
- Development of Assaying facilities and services in the state.

- Emergence of the State as major producer of quality commodities in its area of strength such as turmeric, cotton, ginger, mango etc.
- Promotion of a unique brand/s for agricultural commodities produced within the state as a symbol of quality and their uniqueness.
- Data base of prices and movements of agricultural commodities.
- Development of a sound MIS and I.T. based Decision Support System
- Increase in investment in Agricultural Marketing Infrastructure from private players.
- Adoption of modern trading platforms and e-marketing in the mandis.
- Better prices, marketing facilities and avenues to the farmers.
- More accountability and efficiency in functioning of the RMCs and OSAMB.
- Ease of business for the traders and other functionaries.
- Better farmer outreach and welfare measures for them..
- Better utilization of assets and substantial increase in revenues for RMC from asset management.
- High rate of returns from the newer projects taken up and high customer satisfaction.
- Development of forward and backward linkages in the agriculture marketing sector such as agri processing industries, logistics support etc.

## **5. Section IV: TECHNICAL BID – STANDARD FORMS**

**SCHEDULE – A:** Technical Bid Submission Form

**SCHEDULE – B:** Letter of Bid/Declaration

**SCHEDULE – C:** Power of attorney for signing of Bid

**SCHEDULE – D:** Details of Bidder

**SCHEDULE – E:** Description of Experience of Bidder

**SCHEDULE –F:** Description of Approach, Methodology and Work Plan for undertaking the assignment

**SCHEDULE –G:** Team Composition and Task Assignments

**SCHEDULE – H:** Curriculum Vitae (CV) For Proposed Core Team and Resource Pool

**SCHEDULE – I:** Case study on Large Scale Transformation Program

**SCHEDULE – J:** Income tax, PAN/CIN and Service Tax Registration,

**SCHEDULE – K:** Annual Turn Over from consulting services in last three Financial Years with supporting documentation

## **6. Section V: FINANCIAL BID – STANDARD FORMS**

**SCHEDULE - L:** Financial Bid Submission Form

## 7. Annexure

### 7.1 SCHEDULE – A

#### TECHNICAL BID SUBMISSION FORM

[Location, Date]

To

The General Manager  
Odisha State Agricultural Marketing Board  
Bhubaneswar – 751030

Subject: Proposal for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha

Dear Sir,

We, the undersigned, offer to provide services for the captioned assignment in accordance with your Request for Proposal dated [Insert Date] and our Bid. We are hereby submitting our Bid, which includes this Technical Bid, and a Financial Bid sealed under separate envelopes.

We hereby declare that all the information and statements made in this Bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held during the period of validity of the Bid, we undertake to negotiate on the basis of the proposed staff. Our Bid is binding upon us and subject to the modifications resulting from contract negotiations.

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

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 7.2 SCHEDULE – B

### DECLARATION

(On Applicant's letter head)

[Location, Date]

To

The General Manager  
Odisha State Agricultural Marketing Board  
Bhubaneswar-751030

Subject: Proposal for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha

Sir,

- 1) With reference to the RfP for ....., dated ....., I/we, having examined the RfP and understood their contents, hereby submit my/our Bid for the captioned assignment. The Bid is unconditional and unqualified.
- 2) All information provided in the Bid and in the Appendices are true and correct.
- 3) This statement is made for the purpose of qualifying as a bidder for undertaking the captioned assignment.
- 4) I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid, which is not connected with the financial aspect of the bid.
- 5) I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 6) We certify that in the last three years, we have neither failed to perform on any contract and there is no imposition of a penalty on account of judicial pronouncement or arbitration award, nor have been expelled from any project or contract nor have had any contract terminated for breach on our part.
- 7) We certify that we have not been barred by OSAMB, Government of Odisha (GoO), or any other state government in India (SG) or Government of India (Gol), or any of the agencies of GoO/SG/Gol from participating in their projects.
- 8) I/ We have examined and have no reservations to the RFP, including any Addendum issued by the Authority.
- 9) I/ We do not have any conflict of interest in accordance with the RFP document;

- 10) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
- 11) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of the RfP, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 12) I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor incur any liability to the bidders thereof, in accordance with the RfP.
- 13) I/ We declare that we are not a Member of any other firm submitting a Bid for the captioned assignment.
- 14) I/ We certify that we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the captioned assignment.
- 15) I/ We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
- 16) I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
- 17) I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the bidder, or in connection with the Bidding Process itself, in respect of the captioned assignment and the terms and implementation thereof.
- 18) In the event of my/ our being declared as the successful bidder, I/We agree to enter into a Service Agreement in accordance with the draft that has been provided to us prior to the Bid Validity Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
- 19) I/We have studied the RFP carefully and also understood the scope of the assignment. We understand that except to the extent as expressly set forth in the Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out

of or concerning or relating to the bidding process including the award of assignment.

- 20) The Fee has been quoted by me/us after taking into consideration all the terms and conditions stated in the RfP and draft Agreement. (Annexure-L Attached)
- 21) I/We offer and attach as specified Non-refundable processing fee of Rs. 5000/- (Rupees five thousand Only) in the form of demand draft.
- 22) I/We agree to keep this offer valid for 180 (one hundred and eighty) days from the Bid Due Date specified in the RfP.
- 23) I/We agree and undertake to abide by all the terms and conditions of the RfP. In witness thereof, I/we submit this Bid under and in accordance with the terms of the RfP.

Yours faithfully,

\_\_\_\_\_  
(Signature of the Authorized signatory)

\_\_\_\_\_  
(Name and designation of the of the Authorized signatory)

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

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

Name and seal of Bidder: \_\_\_\_\_

### 7.3 SCHEDULE – C

#### **POWER OF ATTORNEY / BOARD RESOLUTION CLEARLY PROVIDING THE REQUIRED AUTHORITY FOR SIGNING OF BID**

Know all men by these presents, we, \_\_\_\_\_ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of and presently residing at, who is [presently employed with us/ and holding the position of \_\_\_\_\_ ], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for "Proposal for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha" by OSAMB (the "Authority") including but not limited to signing and submission of all applications, Bid and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Service Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said assignment and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

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

IN WITNESS WHEREOF WE, \_\_\_\_\_, THE ABOVE NAMED PRINCIPAL HAS EXECUTED THIS POWER OF ATTORNEY ON THIS \_\_\_\_ DAY OF , 20\*\*.

For \_\_\_\_\_

(Signature)

(Name, Title and Address)



## 7.4 SCHEDULE – D

### DETAILS OF BIDDER

(On the Letter Head of the Bidder)

- (a) Name of Bidder
- (b) Address of the office(s)
- (c) Date of incorporation and/or commencement of business (Please attach certified copy of registration)
- (d) Has the bidder provided consultancy for at least one large scale transformation project related to agriculture with minimum value of INR 1 Cr. for specified agency as per the eligibility criteria ? **YES / NO**
- (e) Has the bidder worked on at least 5 long term (more than 6 months duration) assignments with central / State Government agencies in India ? **YES / NO**
- (f) Has the bidder minimum strength of 50 consulting staff (excluding tax, audit and other staff) ? **YES / NO**
- (g) Has the bidder an average turnover of minimum Rs. 25 crore from consulting service, during last 3 years as per the eligibility criteria ? **YES / NO**

Details of individual(s) who will serve as the point of contact / communication with OSAMB on behalf of the Bidder

- (a) Name
- (b) Designation
- (c) Company/Firm
- (d) Address along with Pin code
- (e) Telephone number
- (f) E-mail address
- (g) Mobile number

(Signature of Authorized Signatory)

*Note : Relevant supporting documents in support of above information to be submitted.*

## 7.5 SCHEDULE – E

### DESCRIPTION OF EXPERIENCE OF BIDDER TO ILLUSTRATE QUALIFICATIONS

(Please provide information only for a project for which your firm was legally contracted by the client as a corporate entity)

#### Agriculture sector related relevance experience as per D1 of the evaluation criteria.

Sl. No.	Name of Project	Project location	Project cost (INR)	Name of client (only public or multi lateral agency will be considered)	Start Date month / year	Completion date / year	Name of associated firm ( s), if any	Name of senior staff heading the project & designation	Description of Project how it is related with agriculture and aspects involved such as strategy development, road mapping, implementation planning, PMU set up etc

#### Public sector transformation experience in specified sectors as per D2 of the Evaluation criteria.

Sl. No.	Name of Project	Project location	Project cost (INR)	Name of client (only public or multi lateral agency will be considered)	Start Date month / year	Completion date / year	Name of associated firm ( s), if any	Name of senior staff heading the project & designation	Description of Project how it is covered under specified sectors and aspects involved such as strategy development, road mapping, implementation planning, PMU set up etc

#### **Notes:**

Supporting documents (Work Orders / agreements / completion certificate) should necessarily be submitted by the bidders without which the submission shall not be considered for evaluation.

## 7.6 SCHEDULE – F

### DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR UNDERTAKING THE ASSIGNMENT

Technical approach with methodology and work plan are key components of the Technical Bid. The firm is suggested to present it under the following heads:

- a) Understanding of TOR, Technical Approach and Methodology
- b) Work Plan
- c) Tools and networks to be employed to support the consultants proposed approach.

Understanding of TOR, Technical Approach and Methodology: The firm should explain the understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities to obtain the expected output and the degree of detail of such output. The firm should highlight the problems to be addressed along with their importance and explain the technical approach the Firm would adopt to address them. The firm should also explain the proposed methodologies to adopt and highlight the compatibility of those methodologies with the proposed approach.

Work Plan: In this chapter the firm should propose the main activities of the assignment, detailed action plan for the promotion and development of Agricultural Marketing in the state. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan. A list of documents to be delivered as final output should be included here.

Tools and networks to be employed : details of the tools and networks consultant intends to use to support the consultants proposed approach be given, which will enable successful implementation of the work plan be given.

## 7.7 SCHEDULE – G

### TEAM COMPOSITION AND TASK ASSIGNMENTS

#### CORE TEAM

Name of Expert	Designation	Area of Expertise	Position Assigned	Tasks Assigned

#### RESOURCE POOL COMPOSITION & TASK ASSIGNMENT

Name of Expert	Firm Name	Designation	Area of Expertise	Tasks Assigned

## 7.8 SCHEDULE – H

### CURRICULUM VITAE (CV) FOR PROPOSED Core Team and Resource Pool -

SI No	Items	Description												
	Proposed Position													
	Name of Firm													
	Name of Expert	[First] [Middle] [Surname]												
	Date of Birth	DD/MM/YYYY												
	Nationality													
	Education	[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and year of obtainment starting from the latest degree]												
	Countries of Work Experience	[List countries where staff has worked in the last ten years]												
	Employment record [Starting with present position, list in reverse order every employment held by staff member since graduation]	<table border="1"> <thead> <tr> <th>Name of Organization</th> <th>Position Held</th> <th>Duration</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table>	Name of Organization	Position Held	Duration									
Name of Organization		Position Held	Duration											
	Details of tasks assigned													
	Relevant Projects Undertaken	<p>[Among the assignments in which the Staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks assigned]</p> <p>Name of assignment or project:  Year:  Location:  Client:  Project Cost:  Main project features:  Positions Held:  Activities Performed:</p>												
I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged.														
Signature														
Date: [dd/mm/yyyy]														
Name of Expert:														

## 7.9 SCHEDULE – I

### Case Study on large scale Transformation Program

- (a) Name of the Program / Project
- (b) Organization for which program / project undertaken
- (c) Duration of the program / project
- (d) Project cost in INR:
- (e) Period : from \_\_\_\_\_ to \_\_\_\_\_
- (f) Size and scope of the program
- (g) Activities undertaken such as strategy development, road mapping, implementation planning etc. and topics covered with reference to D.3 of the Evaluation criteria.
- (h) Impact and outcomes delivered. (Third party evaluation report, if any with regard to the outcomes to be enclosed)

## **7.10 SCHEDULE – J**

INCOME TAX, PAN / CIN, SERVICE TAX REGISTRATION and OTHER NECESSARY DOCUMENTS

## **7.11 SCHEDULE - K**

ANNUAL TURNOVER IN LAST THREE FINANCIAL YEARS FROM CONSULTING SERVICES with supporting documentation including Balance Sheets and Profit and Loss Statements (certified by statutory auditor of the firm)



**7.12 SCHEDULE - L**

**FINANCIAL BID  
FINANCIAL BID SUBMISSION FORM**

To

The General Manager  
Odisha State Agricultural Marketing Board  
Bhubaneswar – 751030

Sub: **Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha**

Having gone through the RFP and having fully understood the scope of work for the captioned assignment as set out in the RFP; we are pleased to quote the following lump sum fees (exclusive of applicable taxes) for the Assignment:

<b>In Figures</b>	
<b>In Words</b>	

**Note :**

- 1. Tax will be paid as per prevailing applicable rates.*
- 2. All payments to the consultant will be subjected to deduction of taxes at source as per applicable laws.*

Our Financial Bid shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the Bid.

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

## 8. Draft Agreement

Annexure-I

### Stamp Paper of Rs. 100 Draft Agreement

This Agreement is entered into on this .....th day of \_\_\_\_\_, 2018 at Bhubaneswar

#### **BETWEEN**

Odisha State Agricultural Marketing Board (**OSAM Board**), an autonomous body of Govt of Odisha constituted under The Odisha Agricultural Produce, Markets Act, 1956 situated at \_\_\_\_\_Bhubaneswar-751030, represented by its General Manager, Sri \_\_\_\_\_,(which expression unless repugnant to the context or meaning thereof shall include its successors and permitted assignees) Party of the **FIRST PART**

#### **AND**

(**The Agency**) a company incorporated under The Companies Act, 1956/a partnership Firm/Limited Liability Partnership Firm(LLP) registered under the Partnership Act, 1932 represented by its Director/Managing Partner Sri \_\_\_\_\_, having its registered / head office at ..... which expression shall unless repugnant to the context or meaning thereof shall include its successors and permitted assignees) of the Party of the Second Part.

**WHEREAS** party of the FIRST PART an autonomous body has decided to engage an agency (a company incorporated under The Companies Act, 1956/a partnership Firm/registered LLP) for **Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha.**

#### **AND**

**WHEREAS** the party of the SECOND PART in response to the Request for Proposal(RfP) floated on \_\_\_\_\_ has been found to be a responsive bidder fulfilling all eligibility criteria laid down in the RfP and has agreed to be engaged as an Agency for

## **Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha**

**NOW, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS UNDER:**

### **1. APPOINTMENT OF AGENCY AND SCOPE OF SERVICES**

**OSAM BOARD** hereby appoints **the Agency** and **the Agency** hereby agrees to act as an agency to provide a whole range of services for organizational development, technical advisory on planning, design and procurement of services for new markets and up-gradation of existing markets, development of infrastructure and allied transaction advisory services for implementation of projects in the PPP mode, including setting up a Project Management Unit (PMU), apart from whole range of actions required to develop, promote and strengthen agricultural marketing in the state of Odisha.

The detailed set of activities to be carried out by the agency ('Services') will include:

- i. Provide expert opinion and advice in respect of on-going/future planned priority activities of OSAM Board during the period of assignment.
- ii. Study of the present system of Agricultural Marketing. Identification of gaps in the existing legislation, structure of the implementing and stakeholder agencies and the processes. Suggest measures to plug these gaps, in line with the reforms being undertaken in other states and the Govt. of India.
- iii. A thorough Diagnostic study mapping the present system of sale and movement of agricultural commodities from different parts of the state. Identify potential clusters for different commodities, nearby existing marketing facilities and scope for development of newer facilities and utilization of unutilized facilities of Cooperation as well as other departments. Suggest locations for development of newer facilities.
- iv. Assist in organisation development and restructuring of the OSAM BOARD and the RMCs for effective and efficient functioning of these institutions as modern day facilitators and service providers.
- v. Assist OSAM BOARD in recruiting employees or engage consultants, if required for the PMU and its other needs.
- vi. Prepare a plan for capacity building and training of staff of the OSAM BOARD and RMCs and assist in its implementation.

- vii. Prepare a plan for Business Process Re-engineering of the present system of functioning of the RMCs, the OSAM BOARD and the Directorate of Agricultural Marketing. Replacing the present system of manual collection of fees and declaration of movement of commodities by traders/transit slips. Monitoring of Traders through an on-line system. Issue of license through an on-line system. Plan development of a sound I.T. infrastructure and systems. Assist in selection of vendor for implementation of the IT plan and monitoring its implementation.
- viii. Develop a system for collection of information on the Agricultural Commodities prices and analysis of these in comparison to markets within the state, as well as, with other states for informed decision making by farmers and other stakeholders.
- ix. Conduct a detailed study of the available infrastructure of the Regulated Market Committees and prepare a plan for augmenting income of the RMCs by suitable utilization of these assets, including prospects of PPP projects and earn substantial income. Assist in implementation of this plan.
- x. Develop a plan for promoting contract farming and direct marketing. Assist in its implementation.
- xi. Develop a plan for setting up wholesale and Special Commodity markets with backward and forward linkages in the state on lines of the best set ups with in the country and abroad, and assist in its implementation.
- xii. Design welfare schemes for the farmers on the lines of similar schemes being implemented in other states.
- xiii. Prepare a plan for improvement in designs of the existing marketing infrastructure to suit the needs of the farmers and other stakeholders.
- xiv. Undertake Techno-commercial appraisal of the new proposals being received from the RMCs and other projects envisaged by the OSAM BOARD and the Government
- xv. Develop a Communication Plan for the OSAM BOARD and RMCs for reaching out to the farmers through various mediums including social media. Develop a social media / App based platform for information interchange and feedback. Assist in implementation of the plan.
- xvi. Develop a plan for establishing a system of reliable, efficient and modern Assaying in the state and assist in its implementation.

- xvii. Prepare a plan for branding of agricultural commodities produced and being Marketed in the state with a view to enable such brands being recognised for their quality and uniqueness, which would result in high price being fetched for these commodities for the producers and assist in its implementation.
- xviii. Suggest interventions required in the Agriculture and Cooperation sector as whole for development and promotion of Agricultural Marketing in the state and assist in their implementation.

## 2. RESPONSIBILITIES OF OSAM BOARD

- i. OSAM BOARD will duly notify and inform all the stakeholders about engagement of **the Agency**, as an agency for Technical Assistance and Advisory Services for Development and Promotion of Agricultural Marketing in Odisha
- ii. OSAM BOARD would provide all necessary facilitative support to **the Agency** in discharge of the services mentioned in para 1 above, as and when requested and within the meaning of the agreement by the party of the Second Part.

## 3. PAYMENT TERMS

OSAM BOARD has agreed to pay the lump sum quoted Consultancy Fee of Rs. ....to M/s ABC as per the deliverables below, towards carrying out this assignment which will include all charges such as professional fee, travel, boarding & lodging, communication, etc. and all out of pocket expenses. The applicable taxes on the lump sum consultancy fees quoted by M/s ABC required to be paid by OSAM BOARD will be paid as per prevailing rates. All payments to the consultant will be subjected to deduction of taxes at source as per applicable laws.

Sl. No.	Deliverable	Anticipated Timelines	Amount to be paid
1.	Inception report	Within 3 weeks of acceptance of LOA	5 % of the quoted fees
2.	Detailed diagnostic involving a study of the present system (mapping, market landscaping, gaps in existing mandis etc.), benchmarking and identification of best practices,	Within 3 months of acceptance of LOA	10 %

	recommendations for discussion (need for new systems, process re-engineering, mandi development to enhance access etc.)		
3.	Create a vision document and action plan as per the scope of the assignment. Design of new systems e.g. system that will replace manual interventions at the mandis, plan for augmenting facilities through PPP and attracting investments. Put together a detailed roadmap and implementation plan indicating activities and milestones to ensure timely implementation.	Within 6 months of acceptance of LOA	15%
4.	Floating of RFPs or MCAs for PPPs for new mandis or mandi services, and other key activities such as for IT vendor to build a system etc.	Within 9 months of acceptance of LOA	10%
5.	Finalisation of RFPs, selection and on-boarding of vendors. Set up a PMU to implement the road map and oversee vendors and partners	Within 12 months of acceptance of LOA	10%
6.	Implementation of the Action Plan. Support central PMU in monitoring and tracking initiatives, develop the necessary dashboard to facilitate reviews. Monthly reports to be submitted clearly highlighting the status of planned activities as per the Action Plan and decisions required.	End of 12 months onwards	40 % of the quoted fees divided into 12 monthly payments.
7.	Final Report Submission	End of 24 months	10% of the quoted fees.

The assignment may be extendable for a period of another year at the same fees as that of the second year with an increase of 5 percent to account for

inflation. The Authority(OSAM BOARD) shall inform the Agency of such extension at least 2 weeks before the completion of the 2 years period.

There will be an increase in RMC revenues linked incentive, which will be based on increase in Total Income of RMCs in the state, compared to the total income of the RMCs in the preceding one year period before the date of award of LOA to the consultant, at the end of 2 years of engagement of the Consultant and similarly the increase in total income during the third year of engagement (if the contract is extended for another one year) compared to the total income during the second year of engagement. This incentive will be payable after 2 years and 3 years (if engagement is extended) of engagement as follows.

Payment Slab	Increase in Total income of all RMCs	Payment terms
1	100- up to 200 %	5 percent of quoted fees
2	200- up to 300%	10 percent of quoted fees
3	More than 300 percent	15 percent of the quoted fees

This will be subject to the claim to be submitted by the consultant in this regard with supporting documents towards the claim. The increase in income should be attributable to the activities taken as per the Action Plan and support rendered by the Consultant and not due to any extraneous factors. The decision of the Committee constituted in this regard to examine the claim will be binding upon the Consultant.

OSAM BOARD will require 15 working days for review of each deliverable and the payment will be made within 15 days of date of invoice, on acceptance of deliverables by OSAM BOARD.

**4. COMMENCEMENT**

**The Agency** shall submit Inception Report in regard to the scope of the work within three weeks of issue of work order. The entire project team shall have to be mobilised within this period. The date of commencement of assignment shall be reckoned from the day the Inception report is accepted by OSAM Board and the entire team is mobilised and associates are deployed at Bhubaneswar or at any other in Odisha as per the requirement in the RfP.

**5. VALIDITY**

Unless terminated earlier or extended for another year, this Agreement shall expire after 24 months from the date of commencement of this Assignment or Agreement whichever is earlier.

During validity of the Agreement/ commencement of this Assignment, Member Secretary, OSAM BOARD, will take effective steps for implementation of this Agreement as well as Work Order.

6. **PENALTY**

For non-performance and/or for negligent performance in relation to scope of work related to M/s ABC, following penalty would be imposed by OSAM BOARD on M/s ABC, until and unless such delay is condoned by OSAM BOARD for valid and acceptable reasons, after due consideration:

- (i) Deduction of 0.5% (half percent) of Consultancy fee for each week of delay or part thereof, wherever any deadline is fixed, subject to a maximum of ten weeks and maximum of 5% of the Consultancy fee.
- (ii) Beyond acceptable delays, the contract shall be terminated leading to forfeiture of Performance Guarantee.

Provided however, that no penalty shall be payable by **the Agency** for delays attributable to OSAM BOARD and/or occurrence of a Force Majeure event.

7. **PERFORMANCE GUARANTEE**

**The Agency** will deposit irrevocable & unconditional performance securing bank guarantee equivalent to 5% of the aggregate Consultancy fee amount payable to the Agency by OSAM BOARD and the Bank Guarantee shall be released after a period of 2 months from the date of closure of the agreement subject to recovery of any claim, outstanding dues, and penalty as per Clause 7. The performance guarantee shall be submitted by the Agency within 30 days of the date of the work order. In the event of termination of the contract, the performance guarantee shall be forfeited. The Bank Guarantee is, however, invocable at the option of OSAM BOARD for any failure or default, omission or commission of the Agency in regard to the obligation under the agreement.

8. **FORCE MAJEURE**

- a) If at any time during the validity of this agreement any party fails to perform its obligations under it agreement, either wholly or partly owing to or resulting from causes beyond its control such as Acts of God including natural disasters, wars and hostilities (declared or undeclared) involving India, riot, rebellion, sabotage, civil commotion, Acts of Government, Order of any competent Court of Law, natural calamities, strikes and Lock-outs and the likes of it etc, it shall be relieved of the responsibility for performance of the said obligations under this agreement to the extent it fails to perform its obligations.
- b) In the event of occurrence of a force majeure condition as specified in sub clause (a) above, the affected party shall give prompt notice to the other party as soon as possible but definitely within 2 (two) weeks of occurrence of such event furnishing all particulars of the relevant event and explaining therein the reasons for its failure to perform its obligations, wholly or partly, under this agreement.
- c) The party declaring a force majeure shall during the duration of such force majeure condition use its best effort to resume the performance of its obligations under this RfP with least possible delay and keep the other party informed about the developments time to time.



- d) Both the parties shall be relieved of their respective obligations and responsibilities for performance under this RfP during the Force Majeure period either wholly or partly as the case may be.

## 9. **TERMINATION**

### (i) **Termination by OSAM BOARD**

OSAM BOARD may terminate this Agreement, by not less than thirty (30) days' written notice of termination **to the Agency** if in the view of OSAM BOARD, the performance of Agency is not satisfactory regard being had to the scope of the work enjoined for performance by the said Agency or the Agency has failed to safeguard the interest of OSAM BOARD and if the Agency does not remedy the failure and or omission or commission pointed out in the notice within 60 days (sixty) of the receipt of the same or within such further period as OSAM BOARD may have subsequently allowed in writing. The decision of OSAM BOARD in this regard shall be final and binding.

(ii) OSAM Board may terminate this agreement if the agency becomes insolvent or bankrupt and for any other good and valid reasons

(iii) OSAM Board may terminate this agreement if the agency sublets the assignment or enters into any sub-contract with a third party for performance of this assignment.

### (iv) **Termination by the Agency**

The Agency may terminate this Agreement , by not less than thirty (30) days' written notice to OSAM BOARD, such notice to be given after occurrence of any event specified below:

- a) if OSAM BOARD fails to pay any money due to **the Agency** pursuant to this Agreement within sixty (60 ) days after receiving written notice from M/s ABC that such payment is overdue; or
- b) if, as the result of Force Majeure, **the Agency** is unable to perform a material portion of Services for a period beyond sixty (60) days.

The termination of this Agreement shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this Agreement.

## 10. **LIABILITY OF THE AGENCY**

M/s ABC shall be liable for all or any of the terms of this agreement and in respect of its employees and third parties. Limitation of the liability shall be to the extent of Consultancy Fee for the contract period.

## 11. **RIGHT TO RISK PURCHASE**

OSAM BOARD shall be entitled to recover all cost(s), charge(s)/damage(s) or expense(s) which OSAM Board may have paid to any other party for successful completion of the assignment in the event the agency has abandoned the

assignment or has failed to fulfil all its obligation under the scope of the work. Such recovery can be made by OSAM BOARD from any sum then due or which at anytime thereafter may become due to the Agency if the Agency fails/neglects to complete the assignment in all aspects. Should the sum be not sufficient to cover the full amount recoverable, the same shall be recoverable by money decree/through certificate proceeding.

12. **Nodal Officer**

The General Manager, OSAM BOARD is the Nodal Officer on behalf of OSAM BOARD. The Agency may appoint one in writing under intimation to OSAM BOARD.

13. **INSPECTION AND APPROVAL**

The assignment entrusted to the agency is liable to be inspected by the Member Secretary, Nodal Officer and such other officer of the OSAM Board as may be as may be directed. The Agency is required to respond to the comments and or observations of the inspecting authorities for smooth working of the assignment.

14. **Completion certificate**

As soon as the assignment work is completed, the Agency shall give notice of such completion to the Nodal Officer and within 30 days of the receipt of such notice, a completion certificate will be issued provided the completion is satisfactorily and in tandem to the time schedule and requirements under the RfP as well as agreement.

15. **ARBITRATION**

- (i) If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above- mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who could be chosen by the selected Agency from amongst a panel of 3 options so nominated by OSAM BOARD. The seat of arbitration shall be Bhubaneswar and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.
- (ii) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

16. **MISCELLANEOUS CLAUSES**

- (i) **The Agency** shall notify to **OSAM BOARD** of any material change in its status or shareholding, in particular, where such change would impact on performance of Services under the Agreement. However, the signatory of this agreement shall not be exonerated for any liability arising from this agreement.
- (ii) Any failure or delay on part of OSAM BOARD to exercise right or power under Agreement shall not be construed as waiver thereof.
- (iii) Workers, employees, staff or agents engaged or employed by or on behalf of **the Agency** shall neither be, nor deemed to be worker, employee, staff or agents of OSAM BOARD under any circumstances whatsoever.
- (iv) Notwithstanding anything contained in this Agreement, in no event shall OSAM BOARD be liable under labour laws, laws of contract, tort, or for any other laws, rules & regulations, misrepresentation warranty, negligence, strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this Agreement).
- (v) Neither execution by **the Agency** under this Agreement non performance of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, award or decree of any court of governmental body applicable to it.
- (vi) The RfP shall be treated as an integral part of this agreement.

**IN WITNESS WHEREOF** the Parties thereto have put their hand and seal this day and date first above mentioned

Signed, sealed and delivered by	Signed, sealed and delivered by
For and on behalf of OSAM BOARD, Odisha	Authorised Representative of Agency

Witnesses:

1	
2	