



GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES

REQUEST FOR PROPOSALS

Country:	India
Project Name:	Odisha Integrated Irrigation Project For Climate Resilient Agriculture (OIIPCR)
Title of Consulting Services:	"Hiring of Agribusiness support Organization (ABSO) (For partnership with institutional buyers and value chain Development & Agro-Marketing of FPCs) for OIIPCR.
Contract Type:	QCBS (Lump-sum)
Period:	10th October-2022



ODISHA COMMUNITY TANK DEVELOPMENT AND MANAGEMENT SOCIETY
7th Floor, Rajiv Bhawan, Bhubaneswar - 751001

SECTION 1. LETTER OF INVITATION

Bhubaneswar

10/10/2022

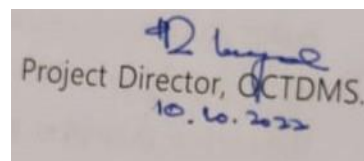
1. Government of India will receive a loan and credit from the International Bank for Reconstruction and Development (IBRD) towards the cost of Odisha Integrated Irrigation Project for Climate resilient Agriculture (OIIPCRA) and intends to apply a portion of this loan to eligible payments under this Contract for which this Request for Proposal is issued.
2. Odisha Community Tank Development and Management Society (OCTDMS) now invite proposals to provide the following Consulting Services:
"Hiring of **Agribusiness support Organization (ABSO)** (For partnership with institutional buyers and value chain Development & Agro-Marketing of FPCs) for Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)" as per the details of the Services provided in the attached Terms of Reference (ToR).
3. The Request for Proposal [RFP] has been addressed to the Consultants fulfilling the minimum eligibility criteria as below:
 - a. The agency must be having a minimum of **10 years** of experience in facilitating / executing agribusiness activities, including business plan preparation, establishing forward and backward linkages, establishing market linkages with national and state level markets, value chain assessment and product specific value chain promotion;
 - b. Should not have been blacklisted by any department of Government of India or Government of Odisha.
 - c. Having requisite human resources, including experts in agribusiness, Agri-enterprise promotion and marketing;
 - d. Experience of working in the project State (Odisha);
 - e. Experience of establishing market linkage of specific agricultural/horticultural/pisciculture commodities in either raw form or processed or both directly or in PPP mode;
 - f. Experience in market linkage of agricultural & allied commodities through e-market gateways;
 - g. Demonstrated ability in promotion of producer groups, management of producer groups and business linkage of producer groups in Agril. & Allied sector.

- h. Should have experience of working with more than 3 completed World Bank/ UN agencies /ADB/DFID funded projects in similar type of work.
- i. The agency must have worked at least in three Indian States for agribusiness promotion and agri. marketing.
- j. The agency must be having average annual financial turnover of **Rs. 1.5 crore in last three years.**

It is not permissible to transfer this invitation to any other firm.

- 4. A firm will be selected under Quality-and-Cost-Based Selection (QCBS) and procedures described in this RFP, in accordance with the policies of the International Bank for Reconstruction and Development (IBRD) detailed in the Guidelines – Selection and Employment of Consultants by World Bank Borrowers which can be found at the following website: www.worldbank.org/procure.
- 5. The RFP includes the following documents:
 - Section 1 - Letter of Invitation
 - Section 2 - Information to Consultants [including Data Sheet]
 - Section 3 - Technical Proposal - Standard Forms
 - Section 4 - Financial Proposal - Standard Forms
 - Section 5 - Terms of Reference
 - Section 6 - Standard Form of Contract.
- 6. Please inform us, upon receipt:
 - that you received the letter of invitation; and
 - whether you will submit a proposal alone or in association as a Joint Venture confirming joint and several liability or as Sub-consultants.

Yours sincerely,



Project Director, QCTDMS.
10.10.2022

SECTION 2. INSTRUCTIONS TO CONSULTANTS

[Note to the Borrower: this Section 2 - Instructions to Consultants shall not be modified. Any necessary changes, acceptable to the Bank, to address specific country and project issues, shall be introduced only through the Data Sheet (e.g., by adding new reference paragraphs)]

A. General Provision

1. Definitions

- (a) "Affiliate(s)" means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) "Applicable Law" means the laws and any other instruments having the force of law in the Client's country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) "Bank" means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) "Borrower" means the Government, Government agency or other entity that signs the *[loan/financing/grant¹]* agreement with the Bank.
- (e) "Client" means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) "Consultant" means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) "Contract" means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) "Data Sheet" means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific

¹*["loan agreement" term is used for IBRD loans; "financing agreement" is used for IDA credits; and "grant agreement" is used for Recipient-Executed Trust Funds administered by IBRD or IDA]*

country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.

- (i) "Day" means a calendar day, unless otherwise specified as "Business Day". A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower's official public holidays.
- (j) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).
- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt;
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the shortlisted Consultants with all information needed to prepare their Proposals.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.

- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of consultants, based on the SPD - RFP.
- (s) "SPD - RFP" means the Standard Procurement Document -Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to the Client during the whole performance of the Contract.
- (v) "Terms of Reference (TORs)" (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.
- (w) "ESHS" means environmental, social (including sexual exploitation and abuse (SEA) and gender-based violence (GBV)), health and safety

2. Introduction

- 2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.
- 2.2 The shortlisted Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.
- 2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their

Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants' expense.

2.4 The Client will timely provide, at no cost to the Consultants, the inputs, relevant project data, and reports required for the preparation of the Consultant's Proposal as specified in the **Data Sheet**.

3. Conflict of Interest

3.1 The Consultant is required to provide professional, objective, and impartial advice, at all times holding the Client's interest's paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work.

3.2 The Consultant has an obligation to disclose to the Client any situation of actual or potential conflict that impacts its capacity to serve the best interest of its client. Failure to disclose such situations may lead to the disqualification of the Consultant or the termination of its Contract and/or sanctions by the Bank.

3.2.1 Without limitation on the generality of the foregoing, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

(i) Conflict between consulting activities and procurement of goods, works or non-consulting services: a firm that has been engaged by the Client to provide goods, works, or non-consulting services for a project, or any of its Affiliates, shall be disqualified from providing consulting services resulting from or directly related to those goods, works, or non-consulting services. Conversely, a firm hired to provide consulting services for the preparation or implementation of a project, or any of its Affiliates, shall be disqualified from subsequently providing goods or works or non-consulting services resulting from or directly related to the consulting services for such preparation or implementation.

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its

Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

B. Conflicting relationships

(iii) Relationship with the Client's staff: a Consultant (including its Experts and Sub-consultants) that has a close business or family relationship with a professional staff of the Borrower (or of the Client, or of implementing agency, or of a recipient of a part of the Bank's financing) who are directly or indirectly involved in any part of (i) the preparation of the Terms of Reference for the assignment, (ii) the selection process for the Contract, or (iii) the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Bank throughout the selection process and the execution of the Contract.

4. Unfair Advantage

4.1 Fairness and transparency in the selection process require that the Consultants or their Affiliates competing for a specific assignment do not derive a competitive advantage from having provided consulting services related to the assignment in question. To that end, the Client shall indicate in the **Data Sheet** and make available to all shortlisted Consultants together with this RFP all information that would in that respect give such Consultant any unfair competitive advantage over competing Consultants. .

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, sub-consultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any short-listing process, Proposal submission, and contract performance

(in the case of award), and to have them audited by auditors appointed by the Bank

6. Eligibility

6.1 The Bank permits consultants (individuals and firms, including Joint Ventures and their individual members) from all countries to offer consulting services for Bank-financed projects.

6.2 Furthermore, it is the Consultant's responsibility to ensure that its Experts, joint venture members, Sub-consultants, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees meet the eligibility requirements as established by the Bank in the applicable Procurement Regulations.

6.3 As an exception to the foregoing ITC 6.1 and ITC 6.2 above:

a. Sanctions

6.3.1 A Consultant that has been sanctioned by the Bank, pursuant to the Bank's Anti-Corruption Guidelines and in accordance with its prevailing sanctions policies and procedures as set forth in the WBG's Sanctions Framework as described in Section VI, Fraud and Corruption, paragraph 2.2 d., shall be ineligible to be shortlisted for, submit proposals for, or be awarded a Bank-financed contract or benefit from a Bank-financed contract, financially or otherwise, during such period of time as the Bank shall have determined. The list of debarred firms and individuals is available at the electronic address specified **in the PDS.**

b. Prohibitions

6.3.2 Firms and individuals of a country or goods manufactured in a country may be ineligible if so indicated in Section 5 (Eligible Countries) and:

(a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or

(b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country,

person, or entity in that country.

c. Restrictions for State-Owned Enterprises

6.3.3 State-owned enterprises or institutions in the Borrower's country may be eligible to compete and be awarded a contract only if they can establish, in a manner acceptable to the Bank, that they: (i) are legally and financially autonomous, (ii) operate under commercial law, and (iii) are not under supervision of the Client.

d. Restrictions for Public Employees

6.3.4 Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless: (i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and (ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

6.3.5 A firm that is under a sanction of debarment by the Borrower from being awarded a contract is eligible to participate in this procurement, unless the Bank, at the Borrower's request, is satisfied that the debarment; (a) relates to fraud or corruption, and (b) followed a judicial or administrative proceeding that afforded the firm adequate due process.

C. Preparation of Proposals

7. General Considerations

7.1 In preparing the Proposal, the Consultant is expected to examine the RFP in detail. Material deficiencies in providing the information requested in the RFP may result in rejection of the Proposal.

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract

award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

10.1 The Proposal shall comprise the documents and forms listed in the **Data Sheet**.

10.2 If specified in the **Data Sheet**, the Consultant shall include a statement of an undertaking of the Consultant to observe, in competing for and executing a contract, the Client country's laws against fraud and corruption (including bribery).

10.3 The Consultant shall furnish information on commissions, gratuities, and fees, if any, paid or to be paid to agents or any other party relating to this Proposal and, if awarded, Contract execution, as requested in the Financial Proposal submission form (Section 4).

11. Only One Proposal

11.1 The Consultant (including the individual members of any Joint Venture) shall submit only one Proposal, either in its own name or as part of a Joint Venture in another Proposal. If a Consultant, including any Joint Venture member, submits or participates in more than one proposal, all such proposals shall be disqualified and rejected. This does not, however, preclude a Sub-consultant, or the Consultant's staff from participating as Key Experts and Non-Key Experts in more than one Proposal when circumstances justify and if stated in the **Data Sheet**.

12. Proposal Validity

12.1 **The Data Sheet** indicates the period during which the Consultant's Proposal must remain valid after the Proposal submission deadline.

12.2 During this period, the Consultant shall maintain its original Proposal without any change, including the availability of the Key Experts, the proposed rates and the total price.

12.3 If it is established that any Key Expert nominated in the

Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

12.4 The Client will make its best effort to complete the negotiations and award the contract within the proposal's validity period. However, should the need arise, the Client may request, in writing, all Consultants who submitted Proposals prior to the submission deadline to extend the Proposals' validity.

12.5 If the Consultant agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts, except as provided in ITC 12.7.

12.6 The Consultant has the right to refuse to extend the validity of its Proposal in which case such Proposal will not be further evaluated.

b. Substitution of Key Experts at Validity Extension

12.7 If any of the Key Experts become unavailable for the extended validity period, the Consultant shall seek to substitute another Key Expert. The Consultant shall provide a written adequate justification and evidence satisfactory to the Client together with the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than those of the originally proposed Key Expert. The technical evaluation score, however, will remain to be based on the evaluation of the CV of the original Key Expert.

12.8 If the Consultant fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to the Client, such Proposal will be rejected with the prior Bank's no objection.

c. Sub-Contracting

12.9 The Consultant shall not subcontract the whole of the Services.

- 13. Clarification and Amendment of RFP**
- 13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all shortlisted Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:
- 13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all shortlisted Consultants and will be binding on them. The shortlisted Consultants shall acknowledge receipt of all amendments in writing.
- 13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the shortlisted Consultants reasonable time to take an amendment into account in their Proposals.
- 13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.
- 14. Preparation of Proposals Specific Considerations**
- 14.1 While preparing the Proposal, the Consultant must give particular attention to the following:
- 14.1.1 If a shortlisted Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so with either (a) non-shortlisted Consultant(s), or (b) shortlisted Consultants if permitted in the **Data Sheet**. In all such cases a shortlisted Consultant must obtain the written approval of the Client prior to the submission of the Proposal. When associating

with non-shortlisted firms in the form of a joint venture or a sub-consultancy, the shortlisted Consultant shall be a lead member. If shortlisted Consultants associate with each other, any of them can be a lead member.

14.1.2 The Client may indicate in the **Data Sheet** the estimated Key Experts' time input (expressed in person-month) or the Client's estimated total cost of the assignment, but not both. This estimate is indicative and the Proposal shall be based on the Consultant's own estimates for the same.

14.1.3 If stated in the **Data Sheet**, the Consultant shall include in its Proposal at least the same time input (in the same unit as indicated in the **Data Sheet**) of Key Experts, failing which the Financial Proposal will be adjusted for the purpose of comparison of proposals and decision for award in accordance with the procedure in the **Data Sheet**.

14.1.4 For assignments under the Fixed-Budget selection method, the estimated Key Experts' time input is not disclosed. Total available budget, with an indication whether it is inclusive or exclusive of taxes, is given in the **Data Sheet**, and the Financial Proposal shall not exceed this budget.

15. Technical Proposal Format and Content

15.1 The Technical Proposal shall be prepared using the Standard Forms provided in Section 3 of the RFP and shall comprise the documents listed in the **Data Sheet**. The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive.

15.1.1 Consultant shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement will make the Proposal non-responsive.

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal (FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

16. Financial

16.1 The Financial Proposal shall be prepared using the

- Proposal** Standard Forms provided in Section 4 of the RFP. It shall list all costs associated with the assignment, including (a) remuneration for Key Experts and Non-Key Experts, (b) reimbursable expenses indicated in the **Data Sheet**.
- a. Price Adjustment** 16.2 For assignments with a duration exceeding 18 months, a price adjustment provision for foreign and/or local inflation for remuneration rates applies if so stated in the **Data Sheet**.
- b. Taxes** 16.3 The Consultant and its Sub-consultants and Experts are responsible for meeting all tax liabilities arising out of the Contract unless stated otherwise in the **Data Sheet**. Information on taxes in the Client's country is provided in the **Data Sheet**.
- c. Currency of Proposal** 16.4 The Consultant may express the price for its Services in the currency or currencies as stated in the **Data Sheet**. If indicated in the **Data Sheet**, the portion of the price representing local cost shall be stated in the national currency.
- d. Currency of Payment** 16.5 Payment under the Contract shall be made in the currency or currencies in which the payment is requested in the Proposal.

D. Submission, Opening and Evaluation

- 17. Submission, Sealing, and Marking of Proposals** 17.1 The Consultant shall submit a signed and complete Proposal comprising the documents and forms in accordance with ITC 10 (Documents Comprising Proposal). Consultants shall mark as "CONFIDENTIAL" information in their Proposals which is confidential to their business. This may include proprietary information, trade secrets or commercial or financially sensitive information. The submission can be done by mail or by hand. If specified in the **Data Sheet**, the Consultant has the option of submitting its Proposals electronically.
- 17.2 An authorized representative of the Consultant shall sign the original submission letters in the required format for both

the Technical Proposal and, if applicable, the Financial Proposal and shall initial all pages of both. The authorization shall be in the form of a written power of attorney attached to the Technical Proposal.

17.2.1 A Proposal submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written power of attorney signed by each member's authorized representative.

17.3 Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Proposal.

17.4 The signed Proposal shall be marked "ORIGINAL", and its copies marked "COPY" as appropriate. The number of copies is indicated in the **Data Sheet**. All copies shall be made from the signed original. If there are discrepancies between the original and the copies, the original shall prevail.

17.5 The original and all the copies of the Technical Proposal shall be placed inside a sealed envelope clearly marked "**TECHNICAL PROPOSAL**", "[Name of the Assignment] ", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN UNTIL [INSERT THE DATE AND THE TIME OF THE TECHNICAL PROPOSAL SUBMISSION DEADLINE].**"

17.6 Similarly, the original Financial Proposal (if required for the applicable selection method) and its copies shall be placed inside of a separate sealed envelope clearly marked "**FINANCIAL PROPOSAL**" "[Name of the Assignment] ", [reference number], [name and address of the Consultant], and with a warning "**DO NOT OPEN WITH THE TECHNICAL PROPOSAL.**"

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, the Consultant's name and the

address, and shall be clearly marked "Do Not Open Before [insert the time and date of the submission deadline indicated in the **Data Sheet**]".

17.8 If the envelopes and packages with the Proposal are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Proposal.

17.9 The Proposal or its modifications must be sent to the address indicated in the **Data Sheet** and received by the Client no later than the deadline indicated in the **Data Sheet**, or any extension to this deadline. Any Proposal or its modification received by the Client after the deadline shall be declared late and rejected, and promptly returned unopened.

18. Confidentiality

18.1 From the time the Proposals are opened to the time the Contract is awarded, the Consultant should not contact the Client on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the Consultants who submitted the Proposals or to any other party not officially concerned with the process, until the Notification of Intention to Award the Contract. Exceptions to this ITC are where the Client notifies Consultants of the results of the evaluation of the Technical Proposals.

18.2 Any attempt by shortlisted Consultants or anyone on behalf of the Consultant to influence improperly the Client in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal, and may be subject to the application of prevailing Bank's sanctions procedures.

18.3 Notwithstanding the above provisions, from the time of the Proposals' opening to the time of Contract award publication, if a Consultant wishes to contact the Client or the Bank on any matter related to the selection process, it shall do so only in writing.

19. Opening of

19.1 The Client's evaluation committee shall conduct the opening

Technical Proposals

of the Technical Proposals in the presence of the shortlisted Consultants' authorized representatives who choose to attend (in person, or online if this option is offered in the **Data Sheet**). The opening date, time and the address are stated in the **Data Sheet**. The envelopes with the Financial Proposal shall remain sealed and shall be securely stored with a reputable public auditor or independent authority until they are opened in accordance with ITC 23.

19.2 At the opening of the Technical Proposals the following shall be read out: (i) the name and the country of the Consultant or, in case of a Joint Venture, the name of the Joint Venture, the name of the lead member and the names and the countries of all members; (ii) the presence or absence of a duly sealed envelope with the Financial Proposal; (iii) any modifications to the Proposal submitted prior to proposal submission deadline; and (iv) any other information deemed appropriate or as indicated in the **Data Sheet**.

20. Proposals Evaluation

20.1 Subject to provision of ITC 15.1, the evaluators of the Technical Proposals shall have no access to the Financial Proposals until the technical evaluation is concluded and the Bank issues its "no objection", if applicable.

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and 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 RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

**22. Financial
Proposals for
QBS**

22.1 Following the ranking of the Technical Proposals, when the selection is based on quality only (QBS), the top-ranked Consultant is invited to negotiate the Contract.

22.2 If Financial Proposals were invited together with the Technical Proposals, only the Financial Proposal of the technically top-ranked Consultant is opened by the Client's evaluation committee. All other Financial Proposals are returned unopened after the Contract negotiations are successfully concluded and the Contract is signed.

**23. Public Opening
of Financial
Proposals (for
QCBS, FBS, and
LCS methods)**

23.1 After the technical evaluation is completed and the Bank has issued its no objection (if applicable), the Client shall notify those Consultants whose Proposals were considered non-responsive to the RFP and TOR or did not meet the minimum qualifying technical score, advising them the following:

- (i) their Proposal was not responsive to the RFP and TOR or did not meet the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposals will be returned unopened after completing the selection process and Contract signing; and
- (iv) notify them of the date, time and location of the public opening of the Financial Proposals and invite them to attend.

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public

opening of Financial Proposals; and

- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

23.3 The opening date should allow the Consultants sufficient time to make arrangements for attending the opening and shall be no less than seven (7) Business Days from the date of notification of the results of the technical evaluation, described in ITC 23.1 and 23.2.

23.4 The Consultant's attendance at the opening of the Financial Proposals (in person, or online if such option is indicated in the **Data Sheet**) is optional and is at the Consultant's choice.

23.5 The Financial Proposals shall be opened publicly by the Client's evaluation committee in the presence of the representatives of the Consultants and anyone else who chooses to attend. Any interested party who wishes to attend this public opening should contact the client as indicated in the **Data Sheet**. Alternatively, a notice of the public opening of Financial Proposals may be published on the Client's website, if available. At the opening, the names of the Consultants, and the overall technical scores, including the break-down by criterion, shall be read aloud. The Financial Proposals will then be inspected to confirm that they have remained sealed and unopened. These Financial Proposals shall be then opened, and the total prices read aloud and recorded. Copies of the record shall be sent to all Consultants who submitted Proposals and to the Bank.

24. Correction of Errors

24.1 Activities and items described in the Technical Proposal but not priced in the Financial Proposal, shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.

a. Time-Based Contracts

24.1.1 If a Time-Based contract form is included in the RFP, the Client's evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in

the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client's evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.

**b. Lump-Sum
Contracts**

24.1.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.

25. Taxes

25.1 The Client's evaluation of the Consultant's Financial Proposal shall exclude taxes and duties in the Client's country in accordance with the instructions in the **Data Sheet**.

**26. Conversion to
Single Currency**

26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.

**27. Combined Quality
and Cost
Evaluation**

**a. Quality and
Cost-Based
Selection (QCBS)**

27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined

technical and financial scores, will be invited for negotiations.

b. Fixed-Budget Selection (FBS) 27.2 In the case of FBS, those Proposals that exceed the budget indicated in ITC 14.1.4 of the **Data Sheet** shall be rejected.

27.3 The Client will select the Consultant with the Most Advantageous Proposal, which is the highest-ranked Technical Proposal that does not exceed the budget indicated in the RFP, and invite such Consultant to negotiate the Contract.

c. Least-Cost Selection 27.4 In the case of Least-Cost Selection (LCS), the Client will select the Consultant with the Most Advantageous Proposal, which is the Proposal with the lowest evaluated total price among those Proposals that achieved the minimum qualifying technical score, and invite such a consultant to negotiate the Contract.

E. Negotiations and Award

28. Negotiations 28.1 The negotiations will be held at the date and address indicated in the Data Sheet with the Consultant's representative(s) who must have written power of attorney to negotiate and sign a Contract on behalf of the Consultant.

28.2 The Client shall prepare minutes of negotiations that are signed by the Client and the Consultant's authorized representative.

a. Availability of Key Experts 28.3 The invited Consultant shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations, or, if applicable, a replacement in accordance with ITC 12. Failure to confirm the Key Experts' availability may result in the rejection of the Consultant's Proposal and the Client proceeding to negotiate the Contract with the next-ranked Consultant.

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to

circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical Negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial Negotiations

28.6 The negotiations include the clarification of the Consultant's tax liability in the Client's country and how it should be reflected in the Contract.

28.7 If the selection method included cost as a factor in the evaluation, the total price stated in the Financial Proposal for a Lump-Sum contract shall not be negotiated.

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank. The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under this Clause, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and

the Consultant's authorized representative.

29.2 If the negotiations fail, the Client shall inform the Consultant in writing of all pending issues and disagreements and provide a final opportunity to the Consultant to respond. If disagreement persists, the Client shall terminate the negotiations informing the Consultant of the reasons for doing so. After having obtained the Bank's no objection, the Client will invite the next-ranked Consultant to negotiate a Contract. Once the Client commences negotiations with the next-ranked Consultant, the Client shall not reopen the earlier negotiations.

30. Standstill Period 30.1 The Contract shall not be awarded earlier than the expiry of the Standstill Period. The Standstill Period shall be ten (10) Business Days unless extended in accordance with ITC33. The Standstill Period commences the day after the date the Client has transmitted to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract. Where only one Proposal is submitted, or if this contract is in response to an emergency situation recognized by the Bank, the Standstill Period shall not apply.

31. Notification of Intention to Award 31.1 The Client shall send to each Consultant (that has not already been notified that it has been unsuccessful) the Notification of Intention to Award the Contract to the successful Consultant. The Notification of Intention to Award shall contain, at a minimum, the following information:

- (a) the name and address of the Consultant with whom the client successfully negotiated a contract;
- (b) the contract price of the successful Proposal;
- (c) the names of all Consultants included in the short list, indicating those that submitted Proposals;
- (d) where the selection method requires, the price offered by each Consultant as read out and as evaluated;
- (e) the overall technical scores and scores assigned for each criterion and sub-criterion to each Consultant;

- (f) the final combined scores and the final ranking of the Consultants;
- (g) a statement of the reason(s) why the recipient's Proposal was unsuccessful, unless the combined score in (f) above already reveals the reason;
- (h) the expiry date of the Standstill Period; and
- (i) instructions on how to request a debriefing and/or submit a complaint during the Standstill Period.

32. Notification of Award

32.1 Upon expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period, the Client shall, send a notification of award to the successful Consultant, confirming the Client's intention to award the Contract to the successful Consultant and requesting the successful Consultant to sign and return the draft negotiated Contract within eight (8) Business Days from the date of receipt of such notification. If specified in the **Data Sheet**, the client shall simultaneously request the successful Consultant to submit, within eight (8) Business Days, the Beneficial Ownership Disclosure Form.

Contract Award Notice

Within ten (10) Business Days from the date of notification of award such request, the Client shall publish the Contract Award Notice which shall contain, at a minimum, the following information:

- (a) name and address of the Client;
- (b) name and reference number of the contract being awarded, and the selection method used;
- (c) names of the consultants that submitted proposals, and their proposal prices as read out at financial proposal opening, and as evaluated;
- (d) names of all Consultants whose Proposals were rejected or were not evaluated, with the reasons therefor;
- (e) the name of the successful consultant, the final total

contract price, the contract duration and a summary of its scope; and.

(f) successful Consultant's Beneficial Ownership Disclosure Form, if specified in Data Sheet ITC 32.1.

32.2 The Contract Award Notice shall be published on the Client's website with free access if available, or in at least one newspaper of national circulation in the Client's Country, or in the official gazette. The Client shall also publish the contract award notice in UNDB online

33. Debriefing by the Client

33.1 On receipt of the Client's Notification of Intention to Award referred to in ITC31.1, an unsuccessful Consultant has three (3) Business Days to make a written request to the Client for a debriefing. The Client shall provide a debriefing to all unsuccessful Consultants whose request is received within this deadline.

33.2 Where a request for debriefing is received within the deadline, the Client shall provide a debriefing within five (5) Business Days, unless the Client decides, for justifiable reasons, to provide the debriefing outside this timeframe. In that case, the standstill period shall automatically be extended until five (5) Business Days after such debriefing is provided. If more than one debriefing is so delayed, the standstill period shall not end earlier than five (5) Business Days after the last debriefing takes place. The Client shall promptly inform, by the quickest means available, all Consultants of the extended standstill period

33.3 Where a request for debriefing is received by the Client later than the three (3)-Business Day deadline, the Client should provide the debriefing as soon as practicable, and normally no later than fifteen (15) Business Days from the date of publication of Public Notice of Award of contract. Requests for debriefing received outside the three (3)-day deadline shall not lead to extension of the standstill period.

33.4 Debriefings of unsuccessful Consultants may be done in writing or verbally. The Consultants shall bear their own costs of attending such a debriefing meeting

34. Signing of Contract

34.1 The Contract shall be signed prior to the expiration of the Proposal Validity Period and promptly after expiry of the Standstill Period, specified in ITC 30.1 or any extension thereof, and upon satisfactorily addressing any complaint that has been filed within the Standstill Period.

34.2 The Consultant is expected to commence the assignment on the date and at the location specified in the **Data Sheet**.

35. Procurement Related Complaint

35.1 The procedures for making a Procurement-related Complaint are as specified in the **Data Sheet**.

DATA SHEET

Paragraph Reference		
1.0	Name of the Client:	Odisha Integrated Irrigation Project For Climate Resilient Agriculture (OIIPCRA).
	Address of the Client:	Project Director, OCTDMS. 7 th Floor, Rajiv Bhawan, Bhubaneswar -751 001 Telephone: +0674 -2512421 E-mail: spuoiipcra.od@gov.in
	Method of selection:	Quality and Cost Based Selection [QCBS] (Lump-sum)
1.1	Eligibility: The Consultant should submit a statement indicating any short closure of earlier contracts or abandoned contract(s). This may attract rejection of offer made through this RFP.	
1.2	Financial Proposal shall be submitted together with the Technical Proposal.	
	Name of the Assignment is:	Consultancy for ""Hiring of Agribusiness support Organization (ABSO) (For partnership with institutional buyers and value chain Development & Agro-Marketing of FPCs) for OIIPCRA.
	The total expected duration of the assignment is:	The total expected duration of the assignment is 36 months from the Date of Signing of the Contract. (Extension of the contract period beyond contract period may be need based with award of reimbursements but without any cost escalation)
1.3	Pre-proposal conference will be held in the:	A pre-proposal conference will be held online on basis of written queries sent to the official e-mail id. No pre proposal conference will be held physically in the present unprecedented situation arising out of Covid- 19 pandemic.

	The Client's representative:	<p>Additional Project Director (Agriculture/ Agro. Economist.</p> <p>Address: State Project Unit, OIIPCRA, 7th Floor, Rajiv Bhawan. Bhubaneswar -751 001, Telephone: +0674 -2512421, Mob :9438148058 / 7978467450, E-mail: spuoiipcra.od@gov.in</p>
1.4	<p>The Client will provide the following inputs and facilities:</p> <ul style="list-style-type: none"> a) Provide space for consultative meetings. It is expected that the consultant team will be in close and constant touch with the client and his designated team during the period of the assignment. The space will be provided to facilitate the interaction and review of this assignment. Provide available data and information that would be relevant to carry out the assignment b) Help, identify, contact in the project areas, when required, and facilitate consultation with agencies potential project beneficiaries and others. Would help establish contacts in the project areas and facilitate consultation with agencies. The consultant would be responsible for contacting the concerned Construction Engineers and synthesize and analyze the information available. c) Make available copy of World Bank Operational policies and guidelines relevant to the needs of the agency. d) Project Implementation Plan, Technical Manual and other relevant project related documents e) The Consultant would get support of the Project Team throughout the assignment period. The Consultant would be responsible for all transport and accommodation at project sites and in Bhubaneswar. All requirements regarding the Data Services and facilities will be informed to the OIIPCRA well in advance The consultant would be extended support by the State project Bhubaneswar. f) The consultant will provide the logistics and other incidental requirements for conducting 02 (two) nos. workshops. 	
1.5	Proposals must remain valid for 90 days from the Last Date for Submission of Proposal.	

	(As in Paragraph-6.1 of Data Sheet).	
2.1	<p>Clarifications may be requested not later than 10 days before the Last Date of submission of the proposal (As in Paragraph-6.1 of Data Sheet).</p> <p><i>The address for requesting clarifications is:</i></p> <p>Project Director, OCTDMS.</p> <p>7th Floor, Rajiv Bhawan, Bhubaneswar -751 001</p> <p>Telephone: +0674 -2512421, E-mail: spuoipcra.od@gov.in</p>	
3.1	Proposals shall be submitted in the following language:	English only.
3.2	Short listed Consultants may associate with other short-listed Consultants:	No
3.3	The estimated staff-months required for the assignment is	
	i. Key-professional staff	144 Months (4 key professionals engaged for 36 months)
3.4	The format of the Technical Proposal to be submitted is:	Full Technical Proposal (FTP)
3.5	Training is a specific component of this assignment:	No.
3.6	<p>List of reimbursable expenses</p> <p>(1) A per diem allowance in respect of Personnel of the Consultant for every day in which the Personnel shall be absent from the home office and, as applicable, outside the Client's country for purposes of the Services;</p> <p>(2) cost of necessary travel, including transportation of the Personnel by the most appropriate means of transport and the most direct practicable route;</p> <p>(3) cost of office accommodation, investigations and surveys;</p> <p>(4) cost of applicable international or local communications such as the use of</p>	

	<p>telephone and facsimile required for the purpose of the Services;</p> <p>(5) cost, rental and freight of any instruments or equipment required to be provided by the Consultants for the purposes of the Services;</p> <p>(6) cost of printing and dispatching of the reports to be produced for the Services;</p> <p>(7) other allowances where applicable and provisional or fixed sums (if any); and</p> <p>(8) cost of such other items required for purposes of the Services not covered in the foregoing list.</p>	
3.7	<p>Amounts payable by the Client to the Consultant under the contract is subject to local taxation.</p> <ul style="list-style-type: none"> - The Client will reimburse the Consultant for any such taxes paid by the Consultant. - Consultants are requested to consult tax consultants for guidance and indicate the estimated taxes and duties (as stated in ITC 3.7 and SCC 1.10) separately in the financial proposal. 	
3.8	<p>Consultant to state the local cost in the national currency.</p>	
4.1	<p>Consultant must submit the original and four copies of the Technical Proposal, and the original of the Financial Proposal. Hardcopies to be submitted in hand/ courier/ speed post/ registered post to the address given below. Proposal in any other form will not be accepted. Authority in no way will be responsible for any postal delay.</p>	
4.2	<p>The address for Submission of Proposals is:</p> <p>Project Director, OCTDMS.</p> <p>7th Floor, Rajiv Bhawan, Bhubaneswar -751 001</p> <p>Telephone: +0674 -2512421, E-mail: spuoiipcra.od@gov.in</p>	
5.1	<p>The single currency for price conversions is:</p>	<p>Indian Rupees.</p>
	<p>The source of official selling rates is:</p>	<p>State Bank of India (SBI) B.C. Selling rate of exchange.</p>

	The date of exchange rates is to be considered as on:	The last date for submission of proposals indicated in Paragraph-6.1 of Data Sheet.		
5.2 (a)	Criteria, sub-criteria and point system for the evaluation of Full Technical Proposals are described as under:			
	Criteria	Description		Points
	i.	Specific experience of the Consultants relevant to the assignment		10
	ii.	Adequacy of the proposed methodology and work plan and Innovations in the proposal		25
	iii.	Key professional staff qualifications and competence for the assignment:		30
	iv.	Prior Experience /present proposal on innovative approach towards business plan preparation, establishing market linkage with state & National markets, Forward & backward linkage		05
	v.	Technical presentation in PPT from online / soft copy of PPT to be submitted with RFP Proposal		05
		Total Points		75
5.2 (b)	Criterion-1 Specific experience of the Consultants relevant to the assignment:			10 Points
	a.	Minimum 10 years of working experience		02 Points
		i.	10 -15 years of experience	01Point
		ii.	More than 15 years of experience	02 Points

	b.		Experience in promotion of producer groups, management of producer groups (minimum 100 shareholders) and business linkage of producer groups in agriculture & allied sector. (Supporting documents mentioning clearly these aspects need to be submitted)	02 Points	
		i.	Up to 3 projects	01 Point	
		ii.	More than 3 projects	02 Points	
	c.		Experience of working with more than 3 World bank /UN / ADB/Govt. of Odisha/ DFID funded/externally aided projects. (Completed Projects will only be considered)	02 Points	
		i.	3-5 projects	01 Point	
		ii.	More than 5 projects	02 Points	
	d).		Experience of establishing market linkage of specific agriculture& allied commodities through e-market gate ways. (Completed Projects will only be considered)	02 points	
		i.	Up to 3 projects	01 Point	
		ii.	More than 3 projects	02 Points	
	e)		Experience of facilitating productive alliance model involving private entities, Big retailers, processors for commodity specific production by organizing buyer seller interface/Road show etc. (Completed Projects will only be considered)	02 Points	
		i.	Up to 3 projects	01 Point	
		ii.	More than 3 projects	02 Points	
		Total points for Criterion - 1			10 Points
5.2 (c)	Criterion-2: Adequacy of the proposed methodology and work plan			25 Points	

	and Innovations in the proposal in responding to the Terms of Reference:		
	a.	Technical approach and methodology: General understanding of project requirement, key components in ToR coverage of critical, presentation of effective methodology to be under OIIPCRA in consonance with World Bank guide lines and OCTDMS adopted practices, assessment of inter-relationship of work programme and methodology write-up to fulfil overall objective consistent with work plan, deliverables and staffing schedule. Only recitation of ToR will not be taken beyond average grading.	10
	b.	Work plan in consonance with project requirement: Work-plan is to be through graphical presentation of activities involved including reporting. The work plan on the basis of logical sequence of events with appropriateness of time allocated for preparation of suitable business development plan, market intelligence system, develop sustainable input-output market relationship with players, long term linkage with potential private sector partners, organizing road shows etc. under OIIPCRA as indicated in Tech.7 shall be basis for assessment in this criterion	10
	c.	Organization and staffing: The clarity in presentation of the technical proposal encompassing all the formats provided in the RFP, completeness of the offer in terms of requirement of key personnel vis-a-vis the staffing proposed in staff schedule, the personnel allocation and timing of key personnel's input are the factors to be considered in assessment in this criterion.	05
		Total points for Criterion-2	25Points
5.2 (d)	Criterion-3: Key professional staff qualifications and competence for the assignment: (Requisite qualification/experience as detailed at Para-8, Terms of Reference is a must to qualify in technical evaluation.)		30Points
	1.	Team Leader (Agri-business Expert)	12 Points
	2.	Zone level Marketing expert (03 Nos.)	06 Points each 18Points

		Total points for Criterion-3		30Points
	[The number of points to be assigned to each of the above positions or disciplines shall be determined considering the following sub- criteria and relevant percentage weights]			
	1.	Team Leader		12Points
	1.1.	Educational Qualifications: Post-graduate in Agribusiness /Agri. Marketing / MBA (Agri-Marketing).		30%
		i.	Minimum qualification	20%
		ii.	Higher qualification	30%
	1.2.	Adequacy of the Assignment		60%
	a.	10 Years' of Experience in leading a team of 5-10 professionals for proven track record of conducting Agribusiness & Market linkage activity.		20%
		i.	10-15 Years of Experience	10%
		ii.	More than 15 Years of Experience	20%
	b.	Experience in Agriculture & Allied activities specifically on Agro-marketing sector for at least 2years in each project.		10%
		i.	One Project	05%
		ii.	More than one project	10%
	c.	Experience in World Bank/Donor /Govt. of Odisha/ Bi lateral/UN agency/ multi-lateral agencies.		10%
		i.	One Project	05%
		ii.	More than one project	10%

	d.	Experience in leading the team of 5-10 professionals to attain desired out come in linking of specific Agriculture & Allied product with state & National Markets	20%	
	i.	One Project	10%	
	ii.	More than one project	20%	
	1.3.	Experience in region and language		10 %
			Total Weightage:	100%
	2.	Zone Level Marketing Expert: (3 Nos.) (6X3)		18Points
	2.1	Educational Qualifications: Post Graduate in Agriculture Marketing/ MBA (Marketing)/ MBA in Rural Management / similar Qualification.		30 %
	i.	Minimum qualification	20%	
	ii.	Higher qualification	30%	
	2.2	Adequacy of the Assignment		60%
	a.	07 years of experience in Agril. Marketing with minimum 5yrs experience on promotion/ Management of Producer Groups in viable linking of Agril. & Allied commodities with state/ National markets.	20%	
	i.	7-10 Years of Experience	10%	
	ii.	More than 10 Years of Experience	20%	
	b.	Experience in World Bank/Donor/ Govt. Of Odisha/ Bi-lateral/ multi-lateral agencies for at least 2 Years in each project.	10%	
	i.	One Project	05%	

		ii.	More than one project	10%	
	c.	Experience in developing sustainable input and output market relationship with players (supply vendors, private input companies, Ag. tech firms, institutional buyers, bulk and retail buyers for FPOs having a minimum of 350 shareholders.		10%	
		i.	One Project	05%	
		ii.	More than one project	10%	
	d.	Experience in value chain analysis support & in linking of specific project supported Agril. & Allied product with state & national markets involving private/Big retailers		20%	
		i.	One Project	10 %	
		ii.	More than one project	20 %	
	2.3	Experience in region and language			10 %
		Total Weightage:			100%
5.2(e)	Criterion - 4: Present proposal on innovative approach towards business plan preparation, establishing market linkage with state & National markets, Forward & backward linkage				05 points
5.2 (f)	Criterion - 5: Technical presentation in PPT in clients location				05 Points
5.2 (g)	Total points for the Five Criteria s:				75 Points
5.2 (h)	The minimum technical score required to Qualify:				55 Points
5.3	The formula for determining the financial scores is the following: $S_f = 100 \times F_m / F$, in which S_f is the financial score, F_m is the lowest price and F the price of the proposal under consideration.				

	The weights given to the Technical and Financial Proposals are: $T = 0.75$ and $P = 0.25$
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***# Note: 1. Attach self-attested documents related to qualification and experience Certificate compulsory, otherwise technical evaluation will not be done.**

2. Age limit of Team Leader and Zonal Level Marketing Expert should be below 65 Years. Above 65 years will not be considered, and not evaluated.

6.1	Important Dates to Remember:	
a.	Date of approval of RFP	10.10.2022
b.	Date of issue of RFP	11.10.2022
c.	Date of Pre-Proposal conference	19.10.2022 at 11.00AM
d.	Last date for Clarifications sought for if any	18.10.2022 at 12.30PM
e.	Last date for submission of proposals	09.11.2022 at 3.00PM
f.	Public Opening of the Technical proposals	09.11.2022 at 3.30PM
g.	Public Opening of the Financial proposals	To be Intimated later
h.	Expected date for contract negotiations:	To be Intimated later
i.	Expected date for commencement of consulting service	To be Intimated later
6.2	Other Documents to be Submitted along with the RFP:	
a.	Hard Copy of RFP	in four sets
b.	One Soft Copy of the RFP (Technical Proposal)	in PDF format only
c.	Soft copy of PPT	in PDF format only

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Technical Proposals; they should not appear on the Technical Proposals to be submitted.]

Refer to Paragraph **6.1** of the Data Sheet for format of Technical Proposal to be submitted, and paragraph **3.4** of Section 2 of the RFP for Standard Forms required and number of pages recommended.

- TECH-1 Technical Proposal Submission Form
- TECH-2 Consultant's Organization and Experience
 - A Consultant's Organization
 - B Consultant's Experience
- TECH-3 Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client
 - A On the Terms of Reference
 - B On the Counterpart Staff and Facilities
- TECH-4 Description of the Approach, Methodology and Work Plan for Performing the Assignment
- TECH-5 Team Composition and Task Assignments
- TECH-6 Curriculum Vitae (CV) for Proposed Professional Staff
- TECH-7 Staffing Schedule
- TECH-8 Work Schedule

FORM TECH-1 TECHNICAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

Project Director, OCTDMS.
7th Floor, Rajiv Bhawan.
Bhubaneswar-751001

Dear Sir,

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

We are submitting our Proposal in association with: [*Insert a list with full name and address of each associated Consultant*]¹ as a Joint Venture confirming joint and several liability or as sub-consultants (*strike out whichever is inapplicable*).

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

If negotiations are held during the period of validity of the Proposal, i.e., before the date indicated in Paragraph Reference **1.5** of the Data Sheet, we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from Contract negotiations.

We undertake, if our Proposal is accepted, to initiate the consulting services related to the assignment not later than the date indicated in Paragraph Reference **6.1 (i)** of the Data Sheet.

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

We remain,

Yours sincerely,

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

1 [*Delete in case no association is foreseen.*]

FORM TECH-2 CONSULTANT'S ORGANIZATION AND EXPERIENCE

A - Consultant's Organization

[Provide here a brief (two pages) description of the background and organization of your firm/entity and each associate for this assignment.]

B - Consultant's Experience

[Using the format below, provide information on each assignment for which your firm, and each associate for this assignment, was legally contracted either individually as a corporate entity or as one of the major companies within an association, for carrying out consulting services similar to the ones requested under this assignment.

Use not more than 20 pages.

Assignment name:	Approx. value of the contract (in current INR or US\$ or Euro):
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total N ^o of staff-months of the assignment:
Address:	Approx. value of the services provided by your firm under the contract (in current US\$ or Euro):
Start date (month/year): Completion date (month/year):	N ^o of professional staff-months provided by associated Consultants:
Name of associated Consultants, if any:	Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):
Narrative description of Project:	
Description of actual services provided by your staff within the assignment:	

Firm's Name: _____

**FORM TECH-3 COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON
COUNTERPART STAFF AND FACILITIES TO BE PROVIDED BY THE CLIENT**

A - On the Terms of Reference

[Present and justify here any modifications or improvement to the Terms of Reference you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, or adding another, or proposing a different phasing of the activities). Such suggestions should be concise and to the point, and incorporated in your Proposal.]

B - On Counterpart Staff and Facilities

[Comment here on counterpart staff and facilities to be provided by the Client according to Paragraph Reference 1.4 of the Data Sheet including: administrative support, office space, local transportation, equipment, data, etc.]

**FORM TECH-4 DESCRIPTION OF APPROACH, METHODOLOGY AND WORK PLAN FOR
PERFORMING THE ASSIGNMENT**

[Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal (50 pages, inclusive of charts and diagrams) divided into the following three chapters:

- a) Technical Approach and Methodology,*
- b) Work Plan, and*
- c) Organization and Staffing,*

a) Technical Approach and Methodology. In this chapter you should explain your understanding of the objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. You should highlight the problems being addressed and their importance, and explain the technical approach you would adopt to address them. You should also explain the methodologies you propose to adopt and highlight the compatibility of those methodologies with the proposed approach.

b) Work Plan. In this chapter you should propose the main activities of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and delivery dates of the reports. 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 the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule of Form 3H.

c) Organization and Staffing. In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]

FORM TECH-5

TEAM COMPOSITION AND TASK ASSIGNMENTS

1. Professional Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

2. Support Staff				
Name of Staff	Firm	Area of Expertise	Position Assigned	Task Assigned

FORM TECH-6

CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

-
1. **Proposed Position** [*only one candidate shall be nominated for each position*]: _____

 2. **Name of Firm** [*Insert name of firm proposing the staff*]: _____

 3. **Name of Staff** [*Insert full name*]: _____

 4. **Date of Birth:** _____ **Nationality:** _____

 5. **Education** [*Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment [Proof of Qualification]*]: _____

 6. **Membership of Professional Associations:** _____

 7. **Other Training** [*Indicate significant training since degrees under 5 - Education were obtained*]: _____

 8. **Countries of Work Experience:** [*List countries where staff has worked in the last ten years [Proof to be attached]*]: _____

 9. **Languages** [*For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing*]: _____

 10. **Employment Record** [*Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held*]:

From [Year]: _____ To [Year]: _____

Employer: _____

Positions held: _____

11. Detailed Tasks Assigned

[List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks

Assigned

[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 listed under point 11.]

Name of assignment or project: _____

Year: _____

Location: _____

Client: _____

Main project features: _____

Positions held: _____

Activities performed: _____

13. Certification:

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

_____ Date: _____









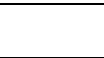
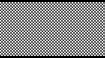
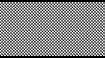
[Signature of staff member or authorized representative of the staff] Day/Month/Year

Full name of authorized representative: _____

FORMTECH-7

STAFFING SCHEDULE¹

No	Name of Staff	Staff input (in the form of a bar chart) ²													Total staff-month input			
		Home / Field	1	2	3	4	5	6	7	8	9	10	11	n	Home	Field ³	Total	
Foreign																		
1		[Home]																
		[Field]																
2		[Home]																
		[Field]																
3		[Home]																
		[Field]																
4		[Home]																
		[Field]																
n		[Home]																
		[Field]																
													Subtotal					

No	Name of Staff	Staff input (in the form of a bar chart) ²												Total staff-month input					
		1	2	3	4	5	6	7	8	9	10	11	12	n	Home	Field ³	Total		
Local																			
1		[Home]																	
		[Field]																	
2		[Home]																	
		[Field]																	
3		[Home]																	
		[Field]																	
n		[Home]																	
		[Field]																	
										Subtotal									
										Total									

1 For Professional Staff the input should be indicated individually; for Support Staff it should be indicated by category (e.g.: draftsmen, clerical staff, etc.).

2 Months are counted from the start of the assignment. For each staff indicate separately staff input for home and field work.

3 Field work means work carried out at a place other than the Consultant's home office.



Full time input



Part time input

FORMTECH-8

WORK SCHEDULE

No	Activity ¹	Months ²												
		1	2	3	4	5	6	7	8	9	10	11	12	n
1														
2														
3														
4														
5														
6														
7														
8														
9														
10														
11														
12														
n														

- 1 Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Client approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in the form of a bar chart.

ABSO

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

[Comments in brackets [] provide guidance to the shortlisted Consultants for the preparation of their Financial Proposals; they should not appear on the Financial Proposals to be submitted.]

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided under Para. 3.6 of Section 2. Such Forms are to be used whichever is the selection method indicated in Para. 4 of the Letter of Invitation.

- FIN-1 Financial Proposal Submission Form
- FIN-2 Summary of Costs
- FIN-3 Breakdown of Local Currency Costs Including Reimbursable
- FIN-4 Breakdown of Foreign Currency Costs Including Reimbursable
- FIN-5 Reimbursable expenses

FORM FIN-1 FINANCIAL PROPOSAL SUBMISSION FORM

[Location, Date]

To:

The Project Director, OCTDMS
7th Floor, Rajiv Bhawan
Bhubaneswar -751 001

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal. Our attached Financial Proposal is for the sum of [Insert amount(s) in words and figures¹]. The amount of the local taxes, as identified/estimated is shown in the summary separately.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in Paragraph Reference 1.12 of the Data Sheet.

We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act, 1988."

Commissions and gratuities paid or to be paid by us to agents relating to this Proposal and Contract execution, if we are awarded the Contract, are listed below²:

Name and Address of Agents	Amount and Currency	Purpose of Commission or Gratuity
_____	_____	_____
_____	_____	_____

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

We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Firm: _____

Address: _____

- 1 Amounts must coincide with the ones indicated under Total Cost of Financial proposal in Form FIN-2.
- 2 If applicable, replace this paragraph with: "No commissions or gratuities have been or are to be paid by us to agents relating to this Proposal and Contract execution."

FORM FIN-2 SUMMARY OF COSTS

Item	Costs			
	<i>[Indicate Foreign Currency # 1]¹</i>	<i>[Indicate Foreign Currency # 2]¹</i>	<i>[Indicate Foreign Currency # 3]¹</i>	<i>[Indicate Local Currency]</i>
Total Costs of Financial Proposal (nett of indirect taxes) ²				
Indirect taxes and duties payable in India as defined in clause 1.10.2 of SCC				
Consultancy service tax payable in India				
GRAND TOTAL (INCLUSIVE OF TAXES)				

- 1 Indicate between brackets the name of the foreign currency. Maximum of three currencies; use as many columns as needed, and delete the others.
- 2 Indicate the total costs, net of local indirect taxes, to be paid by the Client in each currency. Such total costs must coincide with the sum of the relevant Subtotals indicated in all Forms FIN-3 provided with the Proposal.

Form FIN-3 Breakdown of Costs by Activity¹

Group of Activities (Phase):²	Description:³			
Cost component	Costs			
	<i>[Indicate Foreign Currency # 1]⁴</i>	<i>[Indicate Foreign Currency # 2]⁴</i>	<i>[Indicate Foreign Currency # 3]⁴</i>	[Indicate Local Currency]
Remuneration ⁵				
Reimbursable Expenses ⁵				
Subtotals (nett of indirect taxes)				
Indirect taxes and duties payable in India as defined in clause 1.10.2 of SCC				
Consultancy service tax payable in India				
Subtotals (inclusive of indirect taxes)				

- 1 Form FIN-3 shall be filled at least for the whole assignment. In case some of the activities require different modes of billing and payment (e.g.: the assignment is phased, and each phase has a different payment schedule), the Consultant shall fill a separate Form FIN-3 for each group of activities. For each currency, the sum of the relevant Subtotals of all Forms FIN-3 provided must coincide with the Total Costs of Financial Proposal indicated in Form FIN-2.

- 2 Names of activities (phase) should be the same as, or correspond to the ones indicated in the second column of Form TECH-8.
- 3 Short description of the activities whose cost breakdown is provided in this Form.
- 4 Indicate between brackets the name of the foreign currency. Use the same columns and currencies of Form FIN-2.
- 5 For each currency, Remuneration and Reimbursable Expenses must respectively coincide with relevant Total Costs indicated in Forms FIN-4, and FIN-5.

Form FIN-4: Breakdown of Remuneration¹ (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

Name ²	Position ³	Staff-month Rate ⁴
Foreign Staff		
		[Home] ----- [Field]
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
Local Staff		
		[Home] ----- [Field]
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----
		----- ----- -----

1 Form FIN-4 shall be filled in for the same Professional and Support Staff listed in Form TECH-7.

- 2 Professional Staff should be indicated individually; Support Staff should be indicated per category (e.g.: draftsmen, clerical staff).
- 3 Positions of the Professional Staff shall coincide with the ones indicated in Form TECH-5.
- 4 Indicate separately staff-month rate and currency for home and field work.

Form FIN-5: Breakdown of Reimbursable Expenses (Lump-Sum)

(Information to be provided in this Form shall only be used to establish payments to the Consultant for possible additional services requested by the Client)

N°	Description ¹	Unit	Unit Cost ²
	Per diem allowances	Day	
	Local transportation costs		
	Office rent, clerical assistance		

- 1 Indicate unit cost and currency.
- 2 Add any items required

SECTION - 5

AGRIBUSINESS SUPPORT ORGANIZATION (ABSO)

**(FOR PARTNERSHIP WITH INSTITUTIONAL BUYERS AND VALUE CHAIN DEVELOPMENT &
AGRO-MARKETING OF FPCS.)**

TERMS OF REFERENCE FOR AGRIBUSINESS SUPPORT ORGANIZATION

(For Partnership with institutional buyers and value chain Development &Agro-Marketing of FPCs)

1.0 PROJECT BACKGROUND

The Department of Water Resources, Government of Odisha is in the process of implementing "Odisha Integrated Irrigation Project for Climate Resilient Agriculture (OIIPCRA)" with the support of the World Bank. The Project Development Objective is **"to intensify and diversify agriculture production, enhance climate resilience and improve water productivity in selected cascades of Odisha"**. The proposed project will focus on small and marginal farmers, Pani Panchayats (PP), Farmer Producer Organizations (FPO / FPC), Primary fisheries cooperatives Society (PFCS) and other agricultural entrepreneurs, including women and other vulnerable groups.

The project has four components, i.e.,

- (1) **Project Component A:** Climate-Smart Intensification and Diversification of Production,
- (2) **Component B:** Improving Access to Irrigation and Water Productivity,
- (3) **Component C:** Institutional Capacity Strengthening, and
- (4) **Component D:** Project Management.

The Component (A) has three sub-components, i.e., (1) **Sub-component A.1:** Support to Improved Productivity and Climate Resilience, (2) **Sub-component A.2:** Support to Aquaculture Production and (2) **Sub-component A.3:** Support to Diversification and Produce Marketing. Component (B) has two sub-components, i.e., (1) **Sub-Component B.1:** Support to Water Sector Reforms, and (2) **Sub-Component B.2:** Support to Investments in Cascades. The project intends to minimize the current gap ayacut, improve water use efficiency, enhance water productivity, strengthening participatory irrigation management system and support in facilitating climate resilience in the tank command and beyond.

2.0 PROJECT AREA

The project is planned to be executed in 15 districts of the State. The project has identified 538 minor irrigation tanks which will be taken up for intervention, covering a total gross cropped area of **1.20 lakh** ha. Including command area of **56,294 ha. spread over 98 blocks.**

3.0 THE PROJECT PERIOD:

The project duration will be of **36 months**, starting from **2022-23** and the expected project cycle in each tank / cascade will be of 3to 3.5 years depending upon the nature of interventions.

4.0 NEED FOR AGRIBUSINESS SUPPORT ORGANIZATION (ABSOLUTE):

The specific objectives are:

1. Market Linkage of various produce with organization/institutions, big retailers, Processors in public-private partnership.
2. Making logistic arrangement with various institutions for facilitating remunerative price to Farmer.

The need of the proposed consultancy assignment is to facilitate and support the implementation of Agribusiness promotion and facilitate activities under OIIPCR project (**Sub-component A.3: Support to Diversification and Produce Marketing**). The project will hire the services of a suitable Agribusiness Support Organization (ABSOLUTE) based on the specified eligibility criteria. The ABSOLUTE will be placed at the state level who will be associated with local Support Organization to promote agribusiness and would be responsible for agribusiness promotion and agri-enterprise support. The ABSOLUTE will work in collaboration with producer groups/FPOs/Agri-entrepreneurs/WUAs etc. in agriculture & allied sector and will provide technical and managerial support, as per the needs.

5.0 AREA OF OPERATION

The project will engage one Agribusiness Support Organization (ABSOLUTE) for the specified purpose. The contracted agency during the contract period will cover all the 15 project districts viz-**Balasore, Bolangir, Bargarh, Bhadrak, Boudh, Gajapati, Ganjam, Jajpur, Kalahandi, Kandhamal, Keonjhar, Mayurbhanj, Nabrangpur, Nuapada, Sonepur** and intervention pockets.

6.0 ELIGIBILITY CRITERIA: (COMPULSORY)

The project will engage one Agribusiness Support Organizations (ABSOLUTES) at the State level with outreach to project districts to facilitate agribusiness activities. The ABSOLUTE will facilitate coordinate and manage agribusiness activities of all the project districts based on the market potential of different commodities. The ABSOLUTE will be selected, following below mentioned criteria.

- k. The agency must be having a minimum of **10 years** of experience in facilitating / executing agribusiness activities, including business plan preparation, establishing forward and backward linkages, establishing market linkages with national and state level markets, value chain assessment and product specific value chain promotion;
- l. Should not have been blacklisted by any department of Government of India or Government of Odisha.
- m. Having requisite human resources, including experts in agribusiness, agri-enterprise promotion and marketing;
- n. Experience of working in the project State (Odisha);
- o. Experience of establishing market linkage of specific agricultural / horticultural/pisciculture commodities in either raw form or processed or both directly or in PPP mode;
- p. Experience in market linkage of agricultural & allied commodities through e-market gateways;
- q. Demonstrated ability in promotion of producer groups, management of producer groups and business linkage of producer groups in Agril. & Allied sector.
- r. Should have experience of working with more than 3 completed World Bank /UN Agencies/ ADB/DFID funded projects in similar type of work.
- s. The agency must have worked at least in three Indian States for agribusiness promotion and agri. marketing.
- t. The agency must be having average annual financial turnover of **Rs. 1.5 crore in last three years.**

7.0 SCOPE OF WORK:

1. Development of value chains of project supported commodities i.e. ((i) Pulses (Green gram, Black gram), (ii) Oil Seeds (Groundnut),(iii) Area specific vegetables including (Cabbage, Cauliflower, Brinjal) and (iv) Flowers (Marigold) & other crops taken up in the project Districts to sustainably increase the income level of Farmers.
 2. Organize buyer-seller interface on periodic basis involving the F.P.O/W.U.As/Entrepreneurs/Buyers & establishing forward linkages with potential buyers, business houses and exporters.
 3. Facilitate productive alliance model, involving private entities, Big retailers, Processors etc. for commodity specific production and market linkage of the produces.
-

4. Orienting the F.P.O/P.F.C.S/WUAs/Producer Groups to record commodity wise volume of production, marketable surplus & establish linkage with national/international markets.
5. Linking the data input of (commodity wise) with best suitable market through an app (Agri-business promotion application)
6. To create awareness on quality assurance & testing parameters for linking international markets i.e for export oriented with process certification with active support from APEDA.
7. Preparation of annual and quarterly plan and submission of quarterly report to SPMU and PD-ATMA/FIAC on progress of various activities.
8. Work in close co-ordination with support organizations, other Agencies hired by this Project to fulfill the overall objective of the project.

7.1 Key Roles of ABSO:

Under the scope of the project, the ABSOs will perform following role;

7.1.1 District Level Functions of ABSO:

1. Establishing market linkage with state (including rural markets) and national markets/e-nam for different agricultural / horticultural/pisciculture commodities;
2. Tracking market price of different commodities and linking with remunerative markets.
3. Coordinate with the FPO / PP / entrepreneurs and buyers at the state and national level for supply chain management / supply of agricultural commodities / value added commodities;
4. Organize buyer-seller interface on periodic basis at district level involving PD-ATMA, other district level stakeholder departments and DLPMT members, Local Farmer Producer Organizations / Companies, (FPOs / FPCs/PFCs), local Water User Associations PP, buyers from state and national level and other persons who can help in agribusiness promotion / agricultural market linkages at district level.

7.1.2 State Level Functions of ABSO:

1. Prepare assessment guidelines / value chain assessment frame for project supported and other potential commodities for value addition and market linkage;
 2. Provide inputs to the SPMU for various product development and diversification based on market demand
-

3. Support SOs and other TSAs to develop various processed products as per the market demand
4. Organize buyer-seller interface at state level on periodic basis involving Directorate of Agriculture, Directorate of Horticulture, Directorate of Fisheries, Agri entrepreneurs & representatives of organizations working at grass root level.
5. Support the FPO/PG/FIG in developing infrastructure for processing and help in branding, packaging as well as in bulk/ retail marketing of the processed produce
6. Organize road shows at various potential destination markets to build awareness as well as the brand.
7. Working in close coordination with SPMU, State Agriculture University, Directorate of Agriculture, Directorate of Horticulture, Directorate of Fisheries, Register of Cooperatives, OSAM Board and other project executing entities.

8.0 KEY PERSONNEL:

The ABSO will engage following persons for successful implementation of the project activities. The experience of Key Personnel quoted should be post qualification of basic education requirement.

SN	Key Experts	No. of Positions	Qualification	Qualification & Experience
1	Team Leader (Agribusiness Expert):	01	Post-graduate in Agribusiness /Agri Marketing / MBA (Agri-Marketing)	Will head the team at state level &have expertise in Agribusiness planning with at least 10 years of experience.
2	Marketing Expert	03	Post Graduate in Agril Marketing / MBA (Marketing)	Should have ample knowledge & experience in Agriculture Marketing, with at least 07 years of experience.

9.0 PERIOD OF SERVICE

The period of service of ABSO will be for **36 months** from the date of signing of contract. The consultancy contract will be reviewed on an annual basis and extended

only subject to satisfactory performance. Further extension of the contract, if required, beyond the four-year period will be subject to a mutual consent of both of the parties.

10.0 KEY DELIVERABLES AND REPORTING:

The ABSO shall deliver the followings to the SPMU.

1. An inception report:
Project inception report containing detail approach and methodology for Agribusiness and Market linkage promotion including logistic support to be submitted within one month of signing agreement.
 2. Submit the Value chain analysis and development plan for all the shortlisted commodities
 3. Develop a system of tracking market prices (including forecasting future prices depending on commodity specific production performances and other relevant factors) from different mandis and private players in the state and national level.
 4. Develop a system of market information dissemination to farmers or onboard the new knowledge into the existing information dissemination system.
 5. Provide decision making information to the FPOs on destination markets (based on potential for net price actualization).
 6. Organizing Buyer & Seller interface before each Season i.e. (Kharif & Rabi) twice a year at the district level and once a year at the state level and Forward linkage of Agril. Produce through buyer and seller interface will be submitted.
 7. Involving 80% of the project supported FPOs to link with e-Nam and similar trading platform.
 8. Develop sustainable input and output market relationship with players (supply vendors, private input companies, Ag. tech firms, institutional buyers, bulk and retail buyers) for 80% of the project supported FPOs.
 9. Develop 10 long term linkage with potential private sector partners for output marketing and support the FPOs to maintain the relationship.
 10. Organize **5 road shows leading to at least 5 partnerships** with project supported FPOs.
 11. Contingent Planning:
In the wake of present COVID-19 pandemic situation wage employment generation through land-based farming system should be adhered as envisaged in OIIPCRA PDO. In case of substantial reduction in production of commodities due to climatic hazards or any other reason, the ABSO will make necessary arrangements to supply the required Quantities to the buyer, as per
-

the terms and conditions of MOU with Buyers/Producers and other legal procedure thereof.

12. The Monthly/ Quarterly/ Half Yearly /Annual Report for each Project District should be submitted through FIAC countersigned by concerned PD ATMA. For necessary release of payment, the ABSO have to submit required bills and vouchers along with duly certified quarterly progress report to PD, ATMA. The said reports to be submitted in the following form.
13. A closure report charting out the progress including 20 cases studies, learning notes, process guidelines, et

SI No.	Name of the District	Deliverables	Up to the month	During the Month	Total	Remark
1	2	3	4	5	6	7

11.0 PERFORMANCE REVIEW:

The performance of ABSO will be reviewed on Monthly/ Quarterly basis by a review committee consisting of District level officers of various stake holder department and DLPMT members. Such report should be communicated with due comments by concerned PD, ATMA to SPMU for necessary Action. However, the performance will also be reviewed on quarterly basis by a review committee at state level comprising of following members.

1. Project Director, OIIPCRA- Chair Person
2. Project Finance Officer (PFO) – Member
3. Addl. Project Director (Agriculture)-Member
4. Agribusiness Expert of SPMU - Convener
5. PD-ATMA of Selected Project Districts-Member (Maximum of 5 members)
6. Representatives from Directorate of Agriculture, Directorate of Horticulture, Directorate of Fisheries and Directorate of Register of Cooperatives (selected / nominated by concerned directorates; one person from each directorate)
7. Agriculture /Horticulture/Fishery experts of SPU;
8. Capacity Building and Institution Strengthening Expert of SPU
9. Agro-Economist of SPU

12.0 FUNCTIONAL RELATIONSHIP WITH SPMU, OIIPCRA-OCTDMS:

The contracted ABSO will work in close collaboration and coordination with the SPMU Of the project and PD-ATMA office at the district level. While the ABSO will be directly responsible for facilitating and managing the process of agribusiness development and product marketing, it will work primarily with the communities / community organizations / associations / registered producer groups etc. in Agril. & Allied Sector. Within the project villages (if required outside) already identified by the project. The ABSO has to work in close collaboration with the local Support Organization/s, Pani Panchayat, Water User Associations and local FIG/FPOs / FICs/PFCSs etc.

13.0 SUPPORT TO THE ABSO BY THE PROJECT:

The project will provide key background documents to the selected ABSO, after signing of the contract for reference and preparing the plan for agribusiness promotion. The Project will undertake the following activities to support ABSO in delivering its functions.

1. Provide project related documents to help the ABSO team to understand the project and its components;
2. Orientation to the ABSO team, including district level team members;
3. Designating one SPU official to co-ordinate and guide the ABSO on regular basis;
4. Provide required guidelines and information during the course of the assignment;
5. Other technical support and guidance as and when request.

14.00 Duration of the Assignment and Payment Schedule

1. The total expected duration of the assignment is **36 Months** from the date of signing of the contract.
 2. The ABSO will be paid on quarterly basis by the SPMU, OIIPCRA. Quarterly review will be made on deliverables reflected in Quarterly reports by the state level review committee, basing on which payment will be made. Schedule of payment as per following table.
-

Table 1.1

Sl. No.	Tasks/Deliverables	To be completed by	Remarks	% of Payment
1.	Presentation, submission and acceptance of inception report	Within 1 month of signing contract	10%
2	Quantifiable Deliverable with presentation of reports.	As mentioned below		80%
3	Presentation, submission and acceptance of Final report	Within 1 month of end of the contract period	Acceptance of Report	10%
			Total	100%

The schedule of payment to be made basing on achievement on various deliverables mentioned above on percent basis over & above the assessment report/Base line report.

Sl. No	Name of Deliverables	% Of payment to be made
1	Value chain analysis & Development plans for 80% of existing FPOs	10 %
2	Develop a system of tracking market price & dissemination of market information at FPO Level (80%)	10%
3	Successful conduct of Buyer seller meets before each season (Twice a year at the dist. level& once in a year at state level)	10%
4	Involving 80% of project supported FPOs to link with e-Nam & similar trading platform	10%
5	Develop sustainable input & output market relationship with players (Supply vendors, input companies, Tech. Firm) for 80% of project supported commodities	10%

6	Develop 10longterm linkage with potential private sector partners for output marketing	05%
7	Organize 5 Road shows leading to at least 5 partnerships with project supported FPOs	10 %
8	Linking 80% of Project supported FPOs on destination Markets (Best suitable Market)	10%
9	Preparing 20 case studies, Learning notes, process guidelines, Video clips etc. on project achievement	05%
	Total	80%

**** NOTE: ELIGIBILITY CRITERIA: CLAUSE NO-6, ATTACHING ALL RELATED DOCUMENTS COMPULSORY, OTHERWISE EVALUATION WILL NOT BE DONE.**

STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

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CONTRACT FOR CONSULTANTS' SERVICES

Lump-Sum

Between

Project Director, OCTDMS for
Odisha Integrated Irrigation Project for Climate Resilient Agriculture
[Name of the Client]

And

[Name of the Consultant]

Dated: _____

I. FORM OF CONTRACT

LUMP-SUM

(Text in brackets [] is optional; all notes should be deleted in final text)

This CONTRACT (hereinafter called the "Contract") is made the *[day]* day of the month of *[month]*, *[year]*, between, on the one hand, *[name of client]* (hereinafter called the "Client") and, on the other hand, *[name of Consultant]* (hereinafter called the "Consultant").

[Note: If the Consultant consist of more than one entity, the above should be partially amended to read as follows: "...(hereinafter called the "Client") and, on the other hand, a joint venture/consortium/association consisting of the following entities, each of which will be jointly and severally liable to the Client for all the Consultant's obligations under this Contract, namely, [name of Consultant] and [name of Consultant] (hereinafter called the "Consultant").]

WHEREAS

- (a) the Client has requested the Consultant to provide certain consulting services as defined in this Contract (hereinafter called the "Services");
- (b) the Consultant, having represented to the Client that it has the required professional skills, and personnel and technical resources, has agreed to provide the Services on the terms and conditions set forth in this Contract;
- (c) the Client has received *[or has applied for]* a loan from the International Bank for Reconstruction and Development (hereinafter called the "Bank") *[or a credit from the International Development Association (hereinafter called the "Association")]* towards the cost of the Services and intends to apply a portion of the proceeds of this loan *[or credit]* to eligible payments under this Contract, it being understood (i) that payments by the Bank *[or Association]* will be made only at the request of the Client and upon approval by the Bank *[or Association]*, (ii) that such payments will be subject, in all respects, to the terms and conditions of the agreement providing for the loan *[or credit]*, and (iii) that no party other than the Client shall derive any rights from the agreement providing for the loan *[or credit]* or have any claim to the loan *[or credit]* proceeds;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

- (a) The General Conditions of Contract;
- (b) The Special Conditions of Contract;
- (c) The following Appendices: [**Note:** *If any of these Appendices are not used, the words "Not Used" should be inserted below next to the title of the Appendix*]

Appendix A: Description of Services_____	Not used
Appendix B: Reporting Requirements_____	Not used
Appendix C: Key Personnel and Sub-Consultants_____	Not used
Appendix D: Breakdown of Contract Price in Foreign Currency	Not used
Appendix E: Breakdown of Contract Price in Local Currency	Not used
Appendix F: Services and Facilities provided by the Client	Not used
Appendix G: Form of Advance Payment Guarantee	Not used

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

- (a) the Consultants shall carry out the Services in accordance with the provisions of the Contract; and
- (b) the Client shall make payments to the Consultants in accordance with the provisions of the Contract.

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

For and on behalf of *[name of Client]*

[Authorized Representative]

For and on behalf of *[name of Consultant]*

[Authorized Representative]

II. GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

- 1.1 Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
- (a) "Applicable Law" means the laws and any other instruments having the force of law in the Government's country, or in such other country as may be specified in the Special Conditions of Contract (SC), as they may be issued and in force from time to time.
 - (b) "Bank" means the International Bank for Reconstruction and Development, Washington, D.C., U.S.A., or the International Development Association, Washington, D.C., U.S.A.
 - (c) "Consultant" means any private or public entity that will provide the Services to the Client under the Contract.
 - (d) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is these General Conditions (GC), the Special Conditions (SC), and the Appendices.
 - (e) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
 - (f) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1.
 - (g) "Foreign Currency" means any currency other than the currency of the Client's country.
 - (h) "GC" means these General Conditions of Contract.
 - (i) "Government" means the Government of the Client's country.
 - (j) "Local Currency" means the currency of the Client's country.
 - (k) "Member" means any of the entities that make up the joint venture/consortium/association, and "Members" means all these entities.

- (l) "Party" means the Client or the Consultant, as the case may be, and "Parties" means both of them.
- (m) "Personnel" means persons hired by the Consultant or by any Sub-Consultants and assigned to the performance of the Services or any part thereof.
- (n) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (o) "Services" means the work to be performed by the Consultant pursuant to this Contract, as described in Appendix A hereto.
- (p) "Sub-Consultants" means any person or entity to whom/which the Consultant subcontracts any part of the Services.
- (q) "In writing" means communicated in written form with proof of receipt.

**1.2 Law
Governing
Contract**

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

1.3 Language

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

1.4 Notices

1.4.1

Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent to such Party at the address specified in the SC.

1.4.2

A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.5 Location

The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not

so specified, at such locations, whether in the Government's country or elsewhere, as the Client may approve.

- 1.6 Authority of Member in Charge** In case the Consultant consists of a joint venture/ consortium/ association of more than one entity, the Members hereby authorize the entity specified in the SC to act on their behalf in exercising all the Consultant's rights and obligations towards the Client under this Contract, including without limitation the receiving of instructions and payments from the Client.
- 1.7 Authorized Representatives** Any action required or permitted to be taken, and any document required or permitted to be executed under this Contract by the Client or the Consultant may be taken or executed by the officials specified in the SC.
- 1.8 Taxes and Duties** The Consultant, Sub-Consultants, and their Personnel shall pay such indirect taxes, duties, fees, and other impositions levied under the Applicable Law as specified in the SC, the amount of which is deemed to have been included in the Contract Price.
- 1.9 Fraud and Corruption** If the Client determines that the Consultant and/or its Personnel, sub-contractors, sub-consultants, services providers and suppliers has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices, in competing for or in executing the Contract, then the Client may, after giving 14 days' notice to the Consultant, terminate the Consultant's employment under the Contract, and the provisions of Clause 2 shall apply as if such expulsion had been made under Sub-Clause 2.6.1(c).
- Should any personnel of the Consultant be determined to have engaged in corrupt, fraudulent, collusive, coercive, or obstructive practice during the execution of the Contract, then that personnel shall be removed in accordance with Sub-Clause 4.2.
- 1.9.1 Definitions** For the purposes of this Sub-Clause, the terms set-forth below are defined as follows:
- (i) "corrupt practice" is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence

improperly the actions of another party²;

- (ii) "fraudulent practice" is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation³;
- (iii) "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party⁴;
- (iv) "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party⁵;
- (v) "obstructive practice" is
 - (aa) deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive or collusive practice; and/or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or
 - (bb) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8.

² "Another party" refers to a public official acting in relation to the selection process or contract execution. In this context, "public official" includes World Bank staff and employees of other organizations taking or reviewing procurement decisions.

³ A "party" refers to a public official; the terms "benefit" and "obligation" relate to the selection process or contract execution; and the "act or omission" is intended to influence the selection process or contract execution.

⁴ "Parties" refers to participants in the selection process (including public officials) attempting to establish bid prices at artificial, non-competitive levels.

⁵ A "party" refers to a participant in the selection process or contract execution.

- 1.9.2 Measures to be Taken**
- (vi) will cancel the portion of the loan allocated to a contract if it determines at any time that representatives of the Borrower or of a beneficiary of the loan were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Borrower having taken timely and appropriate action satisfactory to the Bank to remedy the situation;
 - (vii) will sanction a Consultant, including declaring the Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a Bank-financed contract if it at any time determines that the Consultant has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a Bank-financed contract;

- 1.9.3 Commissions and Fees**
- The Client will require the successful Consultants to disclose any commissions or fees that may have been paid or are to be paid to agents, representatives, or commission agents with respect to the selection process or execution of the contract. The information disclosed must include at least the name and address of the agent, representative, or commission agent, the amount and currency, and the purpose of the commission or fee.

2.0 COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

- 2.1 Effectiveness of Contract** This Contract shall come into effect on the date the Contract is signed by both Parties or such other later date as may be stated in the SC. The date the Contract comes into effect is defined as the Effective Date.
- 2.2 Commencement of Services** The Consultant shall begin carrying out the Services not later than the number of days after the Effective Date specified in the SC.
- 2.3 Expiration of Contract** Unless terminated earlier pursuant to Clause GC 2.6 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC.
- 2.4 Modifications** Any modification or variation of the terms and conditions of this

or Variations Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification or variation made by the other Party.

2.5 Force Majeure

2.5.1 Definition For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 No Breach of Contract The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 Extension of Time Any period within which a Party shall pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 Payments During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultant shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 Termination

2.6.1 By the Client The Client may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (f) of this Clause GC 2.6.1. In such an occurrence the Client shall give a not less than thirty (30) days' written notice of termination to the

Consultant, and sixty (60) days' in the case of the event referred to in (e).

- (a) If the Consultant does not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days after being notified or within any further period as the Client may have subsequently approved in writing.
- (b) If the Consultant becomes insolvent or bankrupt.
- (c) If the Consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.
- (d) If, as the result of Force Majeure, the Consultant are unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.
- (f) If the Consultant fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause GC 8 hereof.

**2.6.2 By the
Consultant**

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause GC 2.6.2:

- (a) If the Client fails to pay any money due to the Consultant pursuant to this Contract and not subject to dispute pursuant to Clause GC 7 hereof within forty-five (45) days after receiving written notice from the Consultant that such payment is overdue.
- (b) If, as the result of Force Majeure, the Consultant is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
- (c) If the Client fails to comply with any final decision reached as a

result of arbitration pursuant to Clause GC 8 hereof.

- 2.6.3 Payment upon Termination** Upon termination of this Contract pursuant to Clauses GC 2.6.1 or GC 2.6.2, the Client shall make the following payments to the Consultant:
- (a) payment pursuant to Clause GC 6 for Services satisfactorily performed prior to the effective date of termination;
 - (b) except in the case of termination pursuant to paragraphs (a) through (c), and (f) of Clause GC 2.6.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract, including the cost of the return travel of the Personnel and their eligible dependents.

3.0 OBLIGATIONS OF THE CONSULTANT

- 3.1 Standard of Performance** The Consultant shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub-Consultants or third Parties.
- 3.2 Conflict of Interests** The Consultant shall hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
- 3.2.1 Consultants not to Benefit from Commissions, Discounts, etc.** The payment of the Consultant pursuant to Clause GC 6 shall constitute the Consultant's only payment in connection with this Contract or the Services, and the Consultant shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultant shall use their best efforts to ensure that the Personnel, any Sub-Consultants, and agents of either of them similarly shall not

receive any such additional payment.

- 3.2.2 Consultant and Affiliates not to be Otherwise Interested in Project** The Consultant agrees that, during the term of this Contract and after its termination, the Consultant and any entity affiliated with the Consultant, as well as any Sub-Consultants and any entity affiliated with such Sub-Consultants, shall be disqualified from providing goods, works or services (other than consulting services) resulting from or directly related to the Consultant's Services for the preparation or implementation of the project.
- 3.2.3 Prohibition of Conflicting Activities** The Consultant shall not engage, and shall cause their Personnel as well as their Sub-Consultants and their Personnel not to engage, either directly or indirectly, in any business or professional activities which would conflict with the activities assigned to them under this Contract.
- 3.3 Confidentiality** Except with the prior written consent of the Client, the Consultant and the Personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Services, nor shall the Consultant and the Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.4 Insurance to be Taken Out by the Consultant** The Consultant (a) shall take out and maintain, and shall cause any Sub-Consultants to take out and maintain, at their (or the Sub-Consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.
- 3.5 Consultant's Actions Requiring Client's Prior Approval** The Consultant shall obtain the Client's prior approval in writing before taking any of the following actions:
- (a) entering into a subcontract for the performance of any part of the Services,
 - (b) appointing such members of the Personnel not listed by name

in Appendix C, and

(c) any other action that may be specified in the SC.

**3.6 Reporting
Obligations**

(a) The Consultant shall submit to the Client the reports and documents specified in Appendix B hereto, in the form, in the numbers and within the time periods set forth in the said Appendix.

(b) Final reports shall be delivered in CD ROM in addition to the hard copies specified in said Appendix.

**3.7 Documents
Prepared by
the
Consultant to
be the
Property of
the Client**

(a) All plans, drawings, specifications, designs, reports, other documents and software submitted by the Consultant under this Contract shall become and remain the property of the Client, and the Consultant shall, not later than upon termination or expiration of this Contract, deliver all such documents to the Client, together with a detailed inventory thereof.

(b) The Consultant may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

**3.8 Accounting,
Inspection
and Auditing**

3.8.1 The Consultant shall keep, and shall cause its Sub-consultants to keep, accurate and systematic accounts and records in respect of the Contract, in accordance with internationally accepted accounting principles and in such form and detail as will clearly identify relevant time changes and costs.

3.8.2 The Consultant shall permit, and shall cause its Sub-consultants to permit, the Bank and/or persons appointed by the Bank to inspect its accounts and records relating to the performance of the Contract and the submission of the Proposal to provide the Services, and to have such accounts and records audited by auditors appointed by the Bank if requested by the Bank. The Consultant's attention is drawn to Clause 1.9.1 which provides, inter alia, that acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under Clause 3.8 constitute a prohibited practice subject to

contract termination (as well as to a determination of ineligibility pursuant to the Bank's prevailing sanctions procedures.).

4.0 CONSULTANT'S PERSONNEL

4.1 Description of Personnel The Consultant shall employ and provide such qualified and experienced Personnel and Sub-Consultants as are required to carry out the Services. The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Consultant's Key Personnel are described in Appendix C. The Key Personnel and Sub-Consultants listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2 Removal and/or Replacement of Personnel

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

5.0 OBLIGATIONS OF THE CLIENT

5.1 Assistance and The Client shall use its best efforts to ensure that the Government shall provide the Consultant such assistance and exemptions as

- Exemptions** specified in the SC.
- 5.2 Change in the Applicable Law Related to Taxes and Duties** If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties which increases or decreases the cost incurred by the Consultant in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Consultant under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses GC 6.2 (a) or (b), as the case may be.
- 5.3 Services and Facilities** The Client shall make available free of charge to the Consultant the Services and Facilities listed under Appendix F.

6.0 PAYMENTS TO THE CONSULTANT

- 6.1 Lump-Sum Payment** The total payment due to the Consultant shall not exceed the Contract Price which is an all-inclusive fixed lump-sum covering all costs required to carry out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.
- 6.2 Contract Price**
- (a) The price payable in foreign currency/currencies is set forth in the SC.
- (b) The price payable in local currency is set forth in the SC.
- 6.3 Payment for Additional Services** For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the lump-sum price is provided in Appendices D and E.
- 6.4 Terms and Conditions of Payment** Payments will be made to the account of the Consultant and according to the payment schedule stated in the SC. Unless otherwise stated in the SC, the first payment shall be made against the provision by the Consultant of an advance payment guarantee for the same amount, and shall be valid for the period stated in the SC. Such guarantee shall be in the form set forth in Appendix G hereto, or in such other form, as the Client shall have approved in

writing. Any other payment shall be made after the conditions listed in the SC for such payment have been met, and the Consultant has submitted an invoice to the Client specifying the amount due.

- 6.5 Interest on Delayed Payments** If the Client has delayed payments beyond fifteen (15) days after the due date stated in the Clause SC 6.4, interest shall be paid to the Consultant for each day of delay at the rate stated in the SC.

7.0 GOOD FAITH

- 7.1 Good Faith** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

8.0 SETTLEMENT OF DISPUTES

- 8.1 Amicable Settlement** The Parties agree that the avoidance or early resolution of disputes is crucial for a smooth execution of the Contract and the success of the assignment. The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

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

III. SPECIAL CONDITIONS OF CONTRACT

(Clauses in brackets { } are optional; all notes should be deleted in final text)

NUMBER OF GC CLAUSE	AMENDMENTS OF, AND SUPPLEMENTS TO, CLAUSES IN THE GENERAL CONDITIONS OF CONTRACT
1.1(a)	The words "in the Government's country" are amended to read "in <i>India</i> ."
1.2	The language/s is: English
1.3	The addresses are: Client: Attention : Consultant: Attention:
1.4	The Authorized Representatives are: For the Client: For the Consultant: _____
1.5	<p>1.8.1 For domestic consultants/ sub-consultants / personnel and foreign consultants/ personnel who are permanent residents in India The consultants, Sub-consultants and the Personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.</p> <p>1.8.2 The client shall reimburse Service Tax payable in India as per Applicable Law. The consultant shall register itself for service tax with appropriate authority in India and shall provide the registration number to the client. Tax will be deducted at source as per the prevailing Income Tax Rules.</p>
2.2	The date for the commencement of Services is within 1 <i>week after award</i>
2.3	The assignment would be for 36 months from the date of signing of contract. The contract may be renewed for another one year subject to requirement of the project and performance of the consultant.

- 3.4** The risks and the coverage shall be as follows:
- (a) Third Party motor vehicle liability insurance in respect of motor vehicles operated in the Government's country by the Consultant or its Personnel or any Sub-Consultants or their Personnel, with a minimum coverage as per Motor Vehicles Act 1988.
 - (b) Third Party liability insurance, with a minimum coverage of *cost of agreement*;
 - (c) Professional liability insurance, with a minimum coverage of *Rs. One million*;
 - (d) employer's liability and workers' compensation insurance in respect of the Personnel of the Consultant and of any Sub-Consultants, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
 - (e) insurance against loss of or damage to
 - i. equipment purchased in whole or in part with funds provided under this Contract,
 - ii. the Consultant's property used in the performance of the Services,
 - iii. any documents prepared by the Consultant in the performance of the Services.
- 3.7 (b)** The Consultant shall not use these documents and software for purposes unrelated to this Contract without the prior written approval of the Client.
- 5.1** *Not applicable.*
- 6.2(b)** The amount in local currency is *[insert amount]*.
- 6.4** The accounts are:
for local currency: *[insert account]*
Payments shall be made according to the following schedule of Payment Schedule enclosed at **Clause No-14, Table 1.1 of ToR.**
- 6.5** The interest rate is for local currency: **01 % per annum**
- 8.** Disputes shall be settled by arbitration in accordance with the following provisions:

8.2.1 Selection of Arbitrators

Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions:

- (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, either Party may apply to the President, Institution of Engineers India, New Delhi, for a list of not fewer than five nominees and, on receipt of such list, the Parties shall alternately strike names there from, and the last remaining nominee on the list shall be the sole arbitrator for the matter in dispute. If the last remaining nominee has not been determined in this manner within sixty (60) days of the date of the list, the President, Institution of Engineers India New Delhi, shall appoint, upon the request of either Party and from such list or otherwise, a sole arbitrator for the matter in dispute.
- (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi.
- (c) If, in a dispute subject to Clause SC 8.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that

dispute.

8.2.2 **Rules of Procedure**

Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India unless the Consultant is a foreign national/firm, where arbitration proceedings shall be conducted in accordance with the rules of procedure for arbitration of the United Nations Commission on International Trade Law (UNCITRAL) as in force on the date of this Contract.

8.2.3 **Substitute Arbitrators**

If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.

8.2.4 **Qualifications of Arbitrators**

The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 8.2.1 hereof shall be an internationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

8.2.5 **Miscellaneous**

In any arbitration proceeding hereunder:

- (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bhubaneswar, India.
- (b) The English language shall be the official language for all purposes; and
- (c) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
- (d) All disputes arising out of the contract will be raised in the High Court of Odisha or in the Courts of Common Law within jurisdiction of **High Court Odisha** only.

IV. APPENDICES

APPENDIX A – DESCRIPTION OF SERVICES

Note: Give detailed descriptions of the Services to be provided, dates for completion of various tasks, place of performance for different tasks, specific tasks to be approved by Client, etc.

APPENDIX B - REPORTING REQUIREMENTS

Note: List format, frequency, and contents of reports; persons to receive them; dates of submission; etc.

APPENDIX C - KEY PERSONNEL AND SUB-CONSULTANTS

Note: List under:

- C-1 Titles [and names, if already available], detailed job descriptions and minimum qualifications of Key Foreign Personnel to be assigned to work in the Government's country, and estimated staff-months for each.
- C-2 Same as C-1 for Key Foreign Personnel to be assigned to work outside the Government's country.
- C-3 List of approved Sub-Consultants (if already available); same information with respect to their Personnel as in C-1 or C-2.
- C-4 Same information as C-1 for Key local Personnel.

APPENDIX D - BREAKDOWN OF CONTRACT PRICE IN FOREIGN CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - foreign currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenses.

This appendix will exclusively be used for determining remuneration for additional Services.

APPENDIX E - BREAKDOWN OF CONTRACT PRICE IN LOCAL CURRENCY

Note: List here the elements of cost used to arrive at the breakdown of the lump-sum price - local currency portion:

1. Monthly rates for Personnel (Key Personnel and other Personnel).
2. Reimbursable expenditures.

This appendix will exclusively be used for determining remuneration for additional services.

APPENDIX F - SERVICES AND FACILITIES PROVIDED BY THE CLIENT

Note: List here the services and facilities to be made available to the Consultant by the Client.

APPENDIX G - FORM OF ADVANCE PAYMENTS GUARANTEE

Note: See Clause GC 6.4 and Clause SC 6.4.

