

**REVISED**  
**REQUEST FOR PROPOSAL (RFP)**  
**for**  
**Selection of Agency to Partner with APICOL for**  
**Implementation of**  
**AGRICULTURAL ENTREPRENEURSHIP PROMOTION SCHEME-2018**  
**of**  
**GOVERNMENT OF ODISHA**



Managing Director,  
APICOL  
(A Wholly Owned Corporation of **Government of Odisha**)

**Bhubaneswar -751003**

**Ph.No-0674-2354125**

## TABLE OF CONTENTS

Sl. No.	Content	Page No.
1	Disclaimer and Confidentiality	03-04
2	Notice Inviting Tender (NIT)	05-06
3	Bidder Data Sheet	07-12
4	<b>Section: 1-</b> Instructions to Bidders	13-40
9	<b>Section: 2 -</b> Key Clauses of Agreement	41-49
10	<b>Section: 3 -</b> Purpose, Objective and Scope of Work	50-52
11	<b>Section: 4 -</b> Technical Proposal	53-76
12	<b>Section: 5 -</b> Financial Proposal	77-78
13	<b>Section: 6 -</b> Draft Contract	79-96

**RFP DOCUMENT FOR SELECTION OF AN AGENCY TO PARTNER WITH APICOL, BHUBANESWAR FOR IMPLEMENTATION OF “AGRICULTURAL ENTREPRENEURSHIP PROMOTION SCHEME-2018 OF GOVERNMENT OF ODISHA**

**Disclaimer & Confidentiality**

This RFP Document has been prepared by **The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL), Baramunda, Bhubaneswar-751003 (A Government of Odisha Undertaking) herein after called APICOL or “Authority”** solely for the purpose of providing information to potential bidders. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of APICOL.

The information contained in this RFP document (the “**RFP**”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of APICOL or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **Authority** to prospective Bidder(s). The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment, service or any other type of advice. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/amendments and obtain independent advice from appropriate sources. **Authority** assumes that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made

(express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Authority, its advisors, officers, employees, subcontractors and agents shall not be liable to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

**Authority** accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**APICOL**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

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

**Authority** may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **Authority** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

**Authority** reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **Authority** is bound to select any Bidder or to appoint the successful bidder as the Partnering Agency, as the case may be. Authority reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Authority** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **Authority** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## **NOTICE INVITING TENDER**

**THE AGRICULTURAL PROMOTION AND INVESTMENT CORPORATION OF  
ODISHA LIMITED (APICOL)  
(A Government of Odisha Undertaking)  
At/Po-Baramunda, Bhubaneswar, PIN:751003  
Ph.No-0674-2354125**

**Advt. No. AEPS/1/2018-19**

**Dt. 27.02 .2019**

### **REQUEST FOR PROPOSAL**

APICOL invites Request for Proposal (RFP) from eligible NGOs or Institutions of national repute having prior and adequate experience in promoting Agriculture Entrepreneurs for providing farm based services, to partner with APICOL and be engaged as an AGENT for the promotion of Agriculture Entrepreneurship in Odisha through implementation of "Agriculture Entrepreneurship Promotion Scheme-2018" of Government of Odisha.

Interested NGOs/Institutions may download the details from [www.apicol.co.in/www.apicol.nic.in](http://www.apicol.co.in/www.apicol.nic.in). RFP with required documents in a closed envelope superscribed as "RFP for selection of an Agency to partner with APICOL for promotion of Agricultural Entrepreneurs" should be sent through speed post/ registered post (P & T Deptt.)/ courier to the Office of the APICOL, Baramunda Bhubaneswar- 751003.

The last date of receipt of Bid is 30.03.2019 up to 5.00PM. The Managing Director, APICOL reserves the right to accept or reject any or all bids without assigning any reason thereof.

Sd/-

**MANAGING DIRECTOR**

**AGRICULTURAL PROMOTION AND INVESTMENT CORPORATION  
OF ODISHA LIMITED (APICOL)  
Baramunda, Bhubaneswar-751003**

Advt. No. AEPS/2/2018-19

Dt. 28.03.2019

**Corrigendum for Extension of Time**

In continuation to the RFP published for selection and engagement of an Agency to partner with APICOL for implementation of “Agriculture Entrepreneurship Promotion Scheme -2018” of Government of Odisha vide No.AEPS/1/2018-19 Dt 28.02.2019 and published in the News Papers ”The Samaj”, ”Sambad”, and “The Times of India” on 28.02.2019, the last date for submission of Bid Documents has been extended to 15.04.2019 till 5.00PM. Some amendment/clarification are being incorporated to the RFP and the same will be hoisted to our web-site [www.apicol.co.in](http://www.apicol.co.in) and [www.apicol.nic.in](http://www.apicol.nic.in). The revised RFP document can be downloaded from the above web-sites.

<b>Schedule</b>	<b>Date and Time</b>
Last Date for submission of Bids	15.04.2019( up to 5.00PM)
Opening of Technical Bids & Presentation	23.04.2019 (11.00AM)
Opening of Financial Bids	To be announced after opening of the Technical Bids

**Sd/-  
MANAGING DIRECTOR  
(APICOL)**

## Bidder Data Sheet

Sl No.	DESCRIPTION	
1	Title of the Request for Proposal (RFP)	Selection of Agency for implementation of “Agriculture Entrepreneurship Promotion Scheme-2018” of Government of Odisha
2	Broad Scope of Service	Partnering with APICOL in selection & organizing training, providing hand holding support service including setting up of AE-hub in the State for promotion of Agricultural Entrepreneurship and with further service to make them profitable ventures within a definite time frame.
3	Operation Mode	Establishment of an Office and AE-hub in the office of APICOL, Bhubaneswar with highly dedicated, experienced, technical & professional personnel for implementation of the Scheme within a definite time frame.
4	Contract Period & Termination	The assignment will be for a period 3 (Three) years. APICOL shall have right to terminate in exceptional cases of breach of contract.
5	Method of Selection	Combined Quality and Cost Based Selection (CQCBS)- 80:20
6	RFP Document Fee <b>(Non-refundable)</b>	Rs.30,000/- (Rupees Thirty Thousand only) in form of Demand Draft drawn in favour of APICOL payable at Bhubaneswar
7	Submission of Proposal	Bidder (s) shall be required to submit their Proposal through Registered Post / Speed Post / Courier as per instructions in the RFP Document on or before the end date and time for proposal submission i.e. <b>15.04.2019 by 5.00 PM</b> to the following address: The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL, At & Post Baramunda, Bhubaneswar, PIN-751003. The Authority will not be responsible for any postal delay/any consequences in receiving of the proposal. Any Proposal/Bid received after the deadline of submission, will be out-rightly rejected.
8	Issue of RFP	28.02.2019 (Original) and 29.03.2019 (Revised)
9	Downloading the RFP Document	Bidders can download the revised and complete RFP Document from the Web-site of APICOL <a href="http://www.apicol.co.in">www.apicol.co.in</a> and <a href="http://www.apicol.nic.in">www.apicol.nic.in</a> .

10	Last date and time of sending the Pre-Bid queries	<b>07 .03.2019, 5.00PM</b>
11	Pre-bid Meeting	<b>11.03.2019</b> at 3.30PM in the office of APICOL. For this purpose they may contact the Managing Director, APICOL (Ph.No-0674-2354125). Bidders may confirm their participation in the pre-bid meeting by sending their queries in respect of the RFP Document as per the prescribed format to the e-mail at <a href="mailto:apicol96@yahoo.com">apicol96@yahoo.com</a> and <a href="mailto:md@apicol.co.in">md@apicol.co.in</a> by the deadline as specified in the RFP Document. Response to all queries shall be met during the Pre-bid Meeting and details of any new information/clarification as emerged in the said meeting will be uploaded in the above web-sites without reference to name of the bidder
12	Last date and time for submission of Bid (Bid due date)	<b>15.04.2019, 5.00PM</b> . Bidders are requested to refer Clause 1.6 for details
13	Date of Opening of Technical Bid & Presentation	Date: <b>23.04.2019, Time: 11.00 AM</b> in the office of APICOL. The Technical Bids shall be opened in presence of the authorised representatives of the bidder who wish to be present at the venue at that time. Bidders are required to give a presentation about their Institution, past experience and their execution plan for this assignment. Bidders are requested to refer Clause 1.8
14	Date of Opening of Financial Bid	Date and Time to be communicated later. Financial Bids of technically qualified bidders will only be opened in presence of the authorised representatives, who wish to be present during opening of the Financial Bids with proper authorisation letter. The name of the bidders along with the quoted financial price shall be announced. Thereafter Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Bidders are requested to refer Clause 1.8
15	Letter of Award (LoA) to selected Bidder	Within 7 days from the date of issue of award notice.



16	Bid Security <b>(Refundable)</b>	Bid submitted shall be accompanied by a Bid Security (the “Bid Security”) of <b>Rs.50,000/- (Rupees Fifty Thousand only)</b> herein after referred to as “Bid Security” in the form of a demand draft drawn in favour of “The Agricultural Promotion and Investment Corporation of Odisha Limited”(APICOL) payable at Bhubaneswar.
17	Performance Security	Selected Bidder must submit Performance Security in shape of Term Deposit of Rs.5.00 lakh(Rupees Five Lakh) from its existing Bank Account with any scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and the Performance Security should be valid at least for a period of 6 months following the expiry of the Contract period- 3 years, i.e, valid for 3 years & 6 months pledged to APICOL, Bhubaneswar. Bidders are requested to refer Clause No. 1.14 for details
18	Validity of Proposal	The bids shall be valid for period of <b>90 (Ninety)</b> Days from the Due Date of Bid Submission. The bid validity period may be extended on mutual consent.
19	Language of the submitted Proposal	English
20	Financial Proposal by Bidder	Indian Rupees (INR)
		<ol style="list-style-type: none"> <li>1) The bidder must have experience of working with Government agency in Odisha (in minimum 3 projects for more than 3 years)</li> <li>2) The bidder must have experience of working with PPP Projects/ FPO/ Community based Organisations. (supported by relevant documentary proof)</li> <li>3) The bidder should have been empanelled with three State/Central Government agencies including at least one with Government of Odisha and Central Government agency.</li> <li>4) The bidder should have minimum 100 full time employees including employees of any ongoing projects being implemented by the Organisation and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, and Finance,</li> </ol>

21	Selection Criteria for Qualification (Eligibility)	<p>PPP / CBO / FPO and marketing areas.</p> <p>5) The bidder must have completed 3 (three) similar projects with any Central/State Government and Government of Odisha in suitable mode. Such projects should be of CBO/ FPO development or Integrated Agri-entrepreneurship/ agri-business development in nature.</p> <p>6) The bidder should have experience of preparing proposal for centrally or state sponsored Agri-industrial or cluster scheme in Odisha including that of UNICEF and UNIDO Programme of the World Bank along with any Government Department.</p> <p>7) The Bidder on its own or in consortium with any other Institutions of national repute having prior and adequate experience in promoting Agriculture Entrepreneurs for providing farm based services, jointly should have a minimum average annual turnover of <b>Rs.20.00 crore</b> for the last three financial years ending March 2018.</p> <p>8) The Bidder should not have less than <b>Net Worth Rs.10.00 crore</b> (to be certified by a Chartered Accountant) as on the date of issue RFP.</p> <p>9) Bidder should not have been blacklisted by any Govt. Organization / Government Entity / Government Company in the last 5 years.</p> <p>10) Bidder should not have defaulted in repayment against any loan/credit facility availed from any Bank/FI</p> <p>11) The Bidder shall be ineligible if:</p> <ul style="list-style-type: none"> <li>i) He/It has been convicted for an offence involving moral turpitude in the last five years; or</li> <li>ii) Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary;</li> </ul> <p>Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability and this will be taken to account for technical evaluation.</p> <p>12) Bidders should have directly worked at least for 2 years in social/rural sector in the State of Odisha.</p>
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22	Bidding Process	<p>The aim of the bidding process is to select the most preferred party as per the terms in the RFP. The selection process would be carried out through two packet bid system as follows:</p> <p>a) <b>Qualification- cum- Technical Bid:</b> Capability of the Bidder to undertake the contract would be assessed based on Qualification cum Technical criteria and Technical Evaluation mentioned in this RFP document. The technically qualified bidders shall be ranked highest to lowest with Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage.</p> <p>b) <b>Financial Bid:</b> The Financial bids of bidders qualifying as per Qualification cum Technical criteria and Technical evaluation shall be opened and the names of the bidders along with their quoted financial price will be announced during the meeting.</p> <p>c) <b>Combined Quality and Cost Based Selection (CQCBS)</b> method will be followed during the overall selection process with 80% weightage to technical score and 20% weightage to financial score. The bidders securing the highest evaluated Combined Score(S) will be ranked H1 and thereafter others will be ranked in the order of H2, H3 and so on. APICOL, on its discretion, may further negotiate on the price component, if need be, and thereafter the H1 bidder as per the Combined Score will be awarded the contract observing due procedure. Bidders may refer Clause1.3.1.</p>
23	RFP Evaluation	<ol style="list-style-type: none"> <li>1) Test of Responsiveness of the bid based on Pass/Fail for Bid Security and RFP Document Fee and timely submission, marking and sealing, etc.</li> <li>2) Evidence of meeting necessary Qualification Criteria</li> <li>3) Evaluation of Technical Bids and ranking from highest to lowest.</li> <li>4) Opening of Financial Bids for qualified bidders.</li> <li>5) CQCBS method for overall evaluation</li> </ol>
24	Taxes & Levies	<p>(a) The financial proposal/bid shall be submitted inclusive of applicable GST.</p> <p>(b) Agency has to take care of all Taxes, stamp duty for registration, and other statutory compliance for the employees as per prevailing rules and labour laws, any charges and levies for obtaining various certificates related to execution of this assignment shall come within the purview of Agency.</p>

25	Evaluation Criteria for Technical Proposal	Bidders are requested to refer Clause 1.2.5
26	Signing of Agreement	Agreement shall be signed between APICOL and Successful Bidder (after further negotiation on cost component, if necessary at the discretion of APICOL) incorporating terms of the tender, may be with certain modifications at the time of execution of agreement, with 15 days of receiving the acknowledged LOA.

## **SECTION-1**

### **1. Instruction to the Bidders**

#### **1.1 Introduction on the Assignment**

Department of Agriculture and Farmers' Empowerment, GoO has launched "Agriculture Entrepreneurship Promotion Scheme-2018" which would create enterprise for rural youth by providing critical farm based services to small and marginal farmers and at the same time fostering agriculture development in the region. It plans to develop 1000 such Agri- Entrepreneurs (AEs) in 3 years who can earn in the range of Rs 2 Lakh to 6 Lakh per annum by providing agri-services to around 200,000 cultivators. Each such Agri-Entrepreneur will work with 150–250 farmers in a cluster of 3–5 villages and act as a one-stop resource / solution provider for the agricultural needs of small and marginal farmers. The AE will primarily provide four critical functions essential in most of the areas, i.e. better quality inputs, knowledge and crop advice along with on field support to the farmers, mechanisation services and linking farmers to markets.

APICOL, intends to select a suitable agency to partner for implementation of the Scheme who will organise training, provide hand holding support and setup AE-Hub in the State. Developing these ecosystems will be critical to support and sustain AEs at the cutting edge.

#### **1.2 General**

##### **1.2.1 Scope of Tender**

1.2.1.1 The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL) hereinafter referred as the Authority invites sealed Bids from eligible bidders to partner APICOL as an Agent for implementation of the Scheme.

1.2.1.2 The successful bidder will be expected to efficiently work in furtherance of the objectives as specified in the Bidder Data Sheet.

1.2.1.3 The successful bidder shall become the partnering Agency on completion of contract signing formalities.

1.2.1.4 The bidders are required to discuss, understand and familiarize themselves with exact requirement and take them into account while preparing their proposals.

##### **1.2.2 Authority and Reporting Officer**

For the purpose of this FRP, the Authority shall mean "The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL) for the proposed assignment. In this context, the Managing Director, APICOL is the Reporting Officer.

### 1.2.3 **Contacting the Authority**

Unless specifically requested by Authority for any clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the Contract/ Agreement is executed with the Successful Bidder.

### 1.2.4 **Eligibility Criteria (Documentary Proof to be attached)**

<b>Criteria</b>	<b>Description</b>	<b>Required Supporting Document</b>
<b>Technical Criteria</b>		
A	The Bidder should be registered under the appropriate Act, wherever applicable: <ul style="list-style-type: none"> <li>• Indian Companies Act,1956/2013</li> <li>• The Societies Registration Act,1860</li> <li>• Limited Liability Partnership Act, 2008</li> <li>• Indian Partnership Act,1932</li> </ul>	Copy of Certificate, if registered/incorporated under any appropriate Act. Bidder may be a FPO /FPC/ Company/ Society/ LLP/Partnership firm (registered or unregistered).
B	The bidder must have experience of working with Government agency in Odisha (in minimum 3 projects for more than 3 years)	Copy of Work order/ post project evaluation report from the Competent Authority
C	The bidder must have experience of working with PPP Projects/ FPO/ Community based Organisations.	Copy of Work order/ post project evaluation report from the Competent Authority
D	The bidder should have been empanelled with three State/Central Government agencies including at least one with Government of Odisha and Central Government agency.	Copy of relevant documents need to be attached.
E	The bidder should have minimum 100 full time employees including employees of any ongoing projects being implemented by the Organisation and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, and Finance, PPP / CBO / FPO and marketing areas.	A self-attested certificate by the CEO/Competent Authority to this effect with number of staff under each category be furnished.

F	The bidder must have completed 3 (three) similar projects with any Central/State Government and Government of Odisha in suitable mode. Such projects should be of CBO/ FPO development or Integrated Agri-entrepreneurship/agri-business development in nature.	Copies of MoU and Post Project Evaluation Document/Completion Certificates received from Clients with details such as Name & Address, Telephone numbers and E-mail Id of the respective competent authority.
G	The bidder should have experience of preparing proposal for centrally or state sponsored Agri-industrial or cluster scheme in Odisha including that of UNICEF and UNIDO Programme of the World Bank along with any government Department.	Copies of work order and relevant documents on submission of proposals with details of clients such as name & address telephone nos and e-mail Id of the respective competent authority.
H	Bidders should have directly worked at least for 2 years in social/rural sector in the State of Odisha.	Copy of relevant documents need to be attached.
I	Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years.	Self-declaration in shape of Affidavit from a Notary in requisite stamp paper as per format given in T6.
J	Bidder or the authorised representative should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of Affidavit from a Notary in requisite Stamp paper should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.
K	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate.

<b>Financial Criteria</b>		
L	The Bidder on its own or in consortium with any other Institutions of national repute having prior and adequate experience in promoting Agriculture Entrepreneurs for providing farm based services, jointly should have a minimum average annual turnover of <b>Rs.20.00 crore</b> for the last three financial years ending March 2018.	All such Institutions shall submit Certificate from their respective Statutory Auditors certifying total turnover of the Organization during last three financial years ending March, 2018 as per Form T4 of Section 4.
M	The Bidder should not have less than Net Worth of <b>Rs.10.00 crore</b> as on date of issue of this RFP	Certificate from a Chartered Accountant in this regard is required.
N	Bidder should not have defaulted against any loan/credit facility availed by him/them from any Bank or FIs .	Certificate(s) from all the Bankers/FIs, from where the Bidder has availed any Loan/credit facility.

**Notes:**

1. All bidders are required to make a presentation about their Institution, past experience and their execution plan for this assignment, which will form a critical basis for Technical Evaluation. In addition, bidders are required to submit both soft copy and minimum three hard copies of the Presentation to the Committee immediately after opening of Technical bids.
2. The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.



### 1.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on the following technical score weightage.

Sl. No.	Parameter	Range	Mark	Weight
I	Registered body	Y	1	1
		N	0	
II	Does the Organization rotate the Governing Body members as per Bye-Law	Y	2	2
		N	0	
III	Annual turnover of the organization ( In crores)	20 to 30	1	5
		30 to 50	3	
		>50	5	
IV	Transparency in financial accounting (Audited report of Last 3 yrs )	Y	3	3
		N	0	
V	Internal Systems & processes (Structure, Policies & processes)	Y	3	3
		N	0	
VI	Experience and proven track record of working with rural communities of Odisha	2-5 yrs	1	3
		5-10 Yrs	2	
		>10 Yrs	3	
VII	Experienced and qualified staff ( Professional background or minimum 5 years of relevant experience)	15% staff	1	10
		15-25% staff	3	
		25-50 % Staff	5	
		>50% Staff	10	
VIII	Experience of working with Government of Odisha (completed projects)	< 1-3 Projects	2	4
		> 3 Projects	4	
IX	Experience of working with Government of India (completed projects)	< 1-3 Projects	2	4
		> 3 Projects	4	
X	Total value of the project implemented in last 5 years with the Government	< 20 Crore	1	5
		20-40 Crore	3	
		>40 Crore	5	
XI	Experience in promotion of Agri Entrepreneurs ( Both quantity and quality )- As per the document	Low	10	25
		Average	15	
		High	25	

XII	Experience in promotion of Producers organization	Low	5	15
		Average	10	
		High	15	
XIII	Presentation			20
	<b>Total</b>			<b>100</b>

Bidder who scores more than 60% marks shall be considered for further evaluation.

**1.2.6 Proposal Preparation Cost/Cost of Bidding**

Bidder shall be responsible for bearing all costs and expenses associated with the preparation of its proposal, submission of its Bid and participating in the bidding process. Authority shall not be responsible or any way be liable for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

**1.2.7 Pre-bid Meeting:**

The Bidder at his own cost, risk and responsibility can conduct a feasibility study on their own and identify the best mode of implementation including the methods best suited to achieve the aim and objectives of the Scheme. In addition, they may attend the Pre-bid meeting in the office of APICOL and seek clarification(s) if any raised during such meeting or in response to pre-bid queries already submitted, as specified in the Bidder Data Sheet. Bidders should know the exact nature of assignment, its scope & modalities and acquaint themselves and be satisfied with the requirement and accordingly set their plan of action for successful implementation of the Scheme. They must be aware and understand the applicable laws and regulations, environment, market conditions and any other matter & obtain all information that may be considered relevant and necessary for preparation and submission of the Bid. Any disputes regarding the above shall not be entertained later. The costs of visiting the office of APICOL or any other cost and allied expenses shall be borne by the bidder. The Authority shall not be liable for such costs regardless of the outcome of the bidding process.

**1.2.8 Due Diligence:**

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the tender. Failure to furnish all information required by the tender or submission of a Bid not responsive to the tender in every respect will be at the Bidder's risk and may result in rejection of the Bid.

**1.2.9 Only One Proposal:**

Each bidder will submit only one proposal. Alternative bid is not allowed.

1.2.10 **RFP Document Fee:**

The cost of the RFP document **Rs.30,000/- (Rupees Thirty Thousand only)** shall be payable in the form of a Demand Draft drawn in favour of “APICOL payable at Bhubaneswar. This Demand Draft for cost of document shall be **Non-Refundable** and be submitted along with the Bid.

1.2.11 **Taxes**

- (a) The financial proposal /bid shall be inclusive of applicable Goods & Services Tax (GST).
- (b) Agency has to take care of all Taxes, stamp duty for registration and other statutory compliance with regard to the employees as per prevailing rules and labour laws, any charges and levies and cost of obtaining various certificates relating to execution of this assignment, if any, shall come within the purview of Agency.

1.3 **Bidding Instructions**

1.3.1 **Brief Description of Bidding Process**

The proposal/bid against the RFP would be completed through single stage two envelope systems:

A. **Request for Proposal (RFP)**

RFP comprises of following two parts as briefed below:

a. **Part 1: Technical Proposal**

- The Technical Proposal/Bid of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. Financial Proposals of these technically qualified bidders would only be considered for opening and further evaluation.

- Bidders are requested to refer Clause 1.2.4 & 1.2.5

b. **Part 2: Financial Proposal/Bid**

Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and the names of the bidders along with their quoted financial price will be announced during the meeting. Bidders are requested to refer Clauses 1.3.8 & Section-5.

c. **Evaluation Process:**

**Combined Quality and Cost Based Selection (CQCBS)** method will be followed during the overall selection process. Based on the evaluation of technical proposal in terms of Clause 1.2.5, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 80% weightage to technical score and 20% weightage to financial score. Proposal with the lowest cost may be given a financial score of 100 and other proposals will be given financial scores that are inversely proportional to their respective quotes/prices with respect to the lowest offer.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

$$SF = [F_{min} / F_b] * 100 \text{ (rounded off to 2 decimal places)}$$

where,

SF= Normalized financial score of the bidder under consideration

F<sub>min</sub>=Minimum financial quote among the technically qualified bidders

F<sub>b</sub>= Financial quote of the bidder under consideration

$$\text{Combined Score (S)} = ST * 0.8 + SF * 0.2$$

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder

The bidders securing the highest evaluated Combined Score(S) will be ranked H1 and others will be ranked in the order of H2, H3 and so on. APICOL at its discretion, may further negotiate on the price component, if need be, and there- after, the H1 bidder as per the Combined Score will be awarded the contract observing due procedure. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which APICOL will make payment to the finally selected Agency including for overhead expenses.

B. Proposal validity shall be as per duration specified in Clause 1.17

1.3.1.1 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by “**Authority**” as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Authority. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.2 Authority reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

### 1.3.2 **Special Instructions for Preparation of Proposal**

- i. **Language** :The Proposal/Bid prepared by the Bidder, as well as all supporting documents relating to the Bid and all correspondences exchanged by the Bidder and APICOL shall be written in English language only.
- ii **Currency** :Bidders shall express the price of their Financial Proposal in India Rupees (INR) only. In addition, all amounts payable shall be in Indian National Rupees (INR) only.
- iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Authority, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.
- iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder/s. Any such corrections, interlineations or overwriting must be initialed by the Authorized Representative of the bidder. There should not be any overwriting in the financial bid. Authority's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
  - The bidder must discuss the exact requirement to have a clear understanding of the proposed assignment and the nature of services required and its technical and financial implications.

- While making the proposal, the bidder must ensure that they provide all the information as sought by the Authority, failing which the proposal shall be considered as non-responsive.
  - The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions as specified in the RFP.
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
    - a) made a complete and careful examination of terms and conditions / requirements, and other information as set forth in this RFP document;
    - b) received all such relevant information as it has been requested from Authority; and
    - c) made a complete and careful examination of the various aspects of the Assignment.
  - vii. No change in or supplementary information to a Proposal shall be accepted after the Bid Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.
  - viii. Authority shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
  - ix. Authority reserves the right to reject any or all proposals without assigning any reason whatsoever.
  - x. Authority also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reasons for the same.
  - xi. Authority reserves the right to verify any or all information furnished by the Bidder.
  - xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority,

is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.

- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

**1.3.3 Authentication of Bid**

Copy of the Bid shall preferably be printed through computer and shall be signed by a person duly authorized by the Bidder on their behalf by way of a Power of Attorney/ authorization of bidder’s signatory duly executed by the Bidder in the format set forth in **Form-T5** (if applicable) hereto. The person signing the bid shall initial all pages of the bid. Attested copy of Resolution to participate in the Bid by Board or Management Committee in case of a Company or Society/Co-operative Society respectively be enclosed.

**1.3.4 Submission of Queries**

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

**Contact Person:** Managing Director, APICOL

**Contact Number:** Phone No.0674-2354125

**Email for communication:** [apicol96@yahoo.com](mailto:apicol96@yahoo.com) or [md@apicol.co.in](mailto:md@apicol.co.in)

The email subject / communication shall clearly bear the title as "Queries / Request for Clarification: Selection of Agency to partner with APICOL for implementation of Agriculture Entrepreneurship Promotion Scheme-2018"

The Bidder shall mention the name of firm and contact details of their representative on the envelope/email while sending queries:

The queries should necessarily be submitted in the following format:

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Point of Clarification

Any requests for clarifications after the bid submission date shall not be entertained.

### 1.3.5 **Clarification and Amendment of RFP document**

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which the Authority may hold at its own discretion; Authority may amend the RFP document. The clarifications to the list of queries along with addenda, if any will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of Bid, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

### 1.3.6 **Bidder/s submission in support of Eligibility**

Bidder shall submit the signed checklist for eligibility criteria as per Checklist at Clause 13 of Section-4 along with requisite documents as indicated in the clause 1.2.4 (Eligibility Criteria)

### 1.3.7 **Submission for Technical Proposal**

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-4 of the RFP Document. Submission of wrong form of Technical Proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section 4.

The following Forms needs to be submitted along with the technical proposal:

<b>Form</b>	<b>Title</b>	<b>Submitted (Yes/No)</b>
<b>(1)</b>	<b>(2)</b>	<b>(3)</b>
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Curriculum Vitae for members of Bidder's Team (Please indicate _____Nos.)	
Form T4	Financial Capacity of Bidder	



Form T5	Power of Attorney	
Form T6	Copy of Affidavit from Notary for not being black-listed by any Govt. Agency /Undertaking in the last 5 years.	
Form T7	Copy of Affidavit from Notary that: i) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) No Charge is filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T8	Anti-Collusion Certificate	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	

**NOTES:**

(1) In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

(2) In case the bidder in consortium along with another Institution carrying similar activities submits the bid, in that event, a copy of Agreement in between the consortium partners in requisite stamp paper be submitted. In addition, a copy of Joint Declaration duly signed by the competent authority of both the consortium partners that they will be jointly discharging the functions under this assignment while nominating the lead consortium Institution and the Authorized representative by way of Power of Attorney both for submission of bid as well as entering into the agreement, if selected and the assignment is finalized in their favour, also be submitted.

### 1.3.8 **Submission for Financial Proposal**

- i. The Financial Proposal shall be prepared using the Standard Form F1. Bidders may refer details at Section-5.
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- iii. All information provided should be legible and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount in words will be taken as the quote.
- iv. The financial proposal shall be in the form of lump-sum amount in the form of cost quoted in INR to be paid by APICOL per year inclusive of applicable taxes for each year during 3 year contract period.

### 1.4. **Preparation and Submission of Bids**

#### 1.4.1 **Preparation of Bids**

**a)** Bidders should take into account all clarifications / corrigendum(s) / addenda to the RFP document published before preparation and submission of their proposals.

**b)** Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

#### 1.4.2 **Submission of Bids**

The bids shall be submitted through **SPEED POST / REGISTERED POST / COURIER** under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and Financial Proposal/Bid (Cover-II), which need to be placed in another cover super scribing "Proposal for selection of Agency for implementation of Agriculture Entrepreneurship Promotion Scheme-2018" . All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

**1) Cover - I Technical Proposal :**

- RFP Document Fee and Bid Security as applicable.
- The documents as specified in clause 1.2.4 of this RFP are to be self-attested excluding affidavits & certificates from Statutory Auditors/Chartered Accountant and furnished by the Bidder (i.e. checklist and Form T1 to T8) and other documents, for which no specific format have been devised.
- Signed copy of the RFP.
- All required documents

**2) Cover – II Financial Bid (Check list):**

- Bid in the format as specified in **Section-5** of this RFP is to be duly signed and be furnished by the Bidder.

**1.5 Modifications/ Withdrawal of Proposals/Bids**

Bids, once submitted can neither be modified nor withdrawn in the interval between the deadline for submission of bid and the expiration of the bid validity period. In the event of withdrawal of the proposal by bidder, the Bid Security will be forfeited by the Authority.

**1.6 Last Date of Submission of Bid**

The Bids must be received at the specified address, latest by the **Bid Due Date** for submission of Bids specified in Bidder Data Sheet. In the event of the specified date which is stipulated as the **Bid Due Date** is declared as a holiday for APICOL, the Bids will be received up to the appointed time on the next working day.

**1.7 Late Bids**

Any Bid received after the **Bid Due Date** prescribed by Authority will be summarily rejected and returned unopened to the Bidder. Authority shall not be held responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence in this regard shall be entertained by the Authority.

## 1.8 **Opening of Proposal**

The Authority reserves the right to reject any Proposal not submitted in time and which does not contain the information / documents as set out in this RFP.

### **Stage 1: Opening of Cover 1 (Technical Proposal)**

The documents in Cover I submitted by respective bidders will be opened on the date and time stipulated in the “Bidder Data Sheet”, processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- is received by the proposal due date pursuant to point 14 of the Bidder Data Sheet
- is submitted in accordance with Clause 1.4.2
- is accompanied by the Power of Attorney as specified in Form T5, as applicable.
- accompanied by Bid Document Fee and Bid Security as applicable
- contains all the information as requested in the RFP;
- all pages of the Proposal be chronologically numbered irrespective of their contents and be signed by Authorized representative of Bidder.
- contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any financial information
- Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by the Authority in respect of such Proposals.
- Authority would subsequently examine and evaluate Proposals in accordance with the selection process specified at Point. 5, 23 & 25 of “Bidder Data Sheet and the criteria & bid evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

- The Technical Proposal/Bid of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.
- Bidders are requested to refer Clause 1.2.4 & 1.2.5

## **Stage 2: Opening of Cover 2 (Financial Proposal)**

After the technical evaluation, Authority would prepare a list of technically qualified Bidder/s in terms of Clause 1.2.4 and 1.2.5 for opening of their Financial Proposals/Bids. Authority will not entertain any query or clarification from Bidder/s who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.9.2

### **1.9 Evaluation of Proposal**

#### **1.9.1 Technical Evaluation**

The Technical Proposal of bidders will be opened in presence of the authorized representative of the bidders, who choose to remain present and be evaluated by a committee for compliance with the qualification criteria as defined in clause 1.2.4 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for opening of Financial Proposal/Bids.

#### **1.9.2 Financial Evaluation and Selection of Bidder**

Financial Proposal of technically qualified bidders (as indicated in clause 1.9.1) will only be opened and the names of the bidders along with their quoted financial price will be announced during the meeting.

#### **1.9.3 Evaluation Process:**

**Combined Quality and Cost Based Selection (CQCBS)** method will be followed during the overall selection process. Based on the evaluation of technical proposal in terms of Clause 1.2.5, the technically qualified bidders shall be ranked highest to lowest Technical Score (ST) in accordance to the marks obtained during the technical evaluation stage. There shall be 80% weightage to technical score and 20% weightage to financial score. Proposal with the lowest cost may be given a financial score of 100

and other proposals will be given financial scores that are inversely proportional to respective their quotes/prices with respect to the lowest offer.

The individual bidder's financial score (SF) will be evaluated as per the formula given below:

$SF = [F_{min} / F_b] * 100$  (rounded off to 2 decimal places)

where,

SF= Normalized financial score of the bidder under consideration

Fmin=Minimum financial quote among the technically qualified bidders

Fb= Financial quote of the bidder under consideration

Combined Score (S) =  $ST * 0.8 + SF * 0.2$

Where ST = Technical score secured by the bidder. Where SF = Financial score secured by the bidder

The bidders securing the highest evaluated Combined Score(S) will be ranked H1 and others will be ranked in the order of H2, H3 and so on. APICOL at its discretion, may further negotiate on the price component, if need be, and there- after, the H1 bidder as per the Combined Score will be awarded the contract observing due procedure, who will partner with APICOL for implementation of the Scheme. The Authority at its discretion will retain the Bids of both H2 and H3 as next successful bidders for award of the contract, in case the H1 fails to comply the formalities for execution of agreement in due time.

#### **1.9.4 Further Information**

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for evaluation purposes.

#### **1.9.5 Authority's Right to accept any Proposal and to reject any proposal**

Authority will prima-facie accept a Proposal/Bid, which will be the best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final in these aspects. The Authority also reserves following rights without any kind of liability or any obligation to inform the affected Bidder(s) of the ground of action for Authority's action.

1. To accept or reject any or part of any RFP or all the tenders without assigning any reason thereof.
2. Prima-facie not to accept the lowest tender or assign reasons for not accepting the lowest RFP.
3. Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

#### **1.10 Award of Work**

After final selection of H1 bidder on further negotiation at the discretion of the Authority/APICOL , a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, will appropriate Bid Security of such Bidder as reasonably seems genuine towards estimated loss and damage suffered by the Authority on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidders in the order of H2 and H3 may be considered for further negotiation, if need be, and on being finally selected, LOA may be issued.

#### **1.11 Execution of Agreement**

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract/Agreement incorporating need based changes, if any, at the time of execution of Agreement within the period prescribed in “Bidder Data Sheet”. The Selected Bidder shall not be entitled to seek any deviation in the Agreement to be executed. The Selected Bidder shall submit Performance Security in shape of TDR duly pledged in favour of APICOL before signing of Agreement.

#### **1.12 Contract Period**

The date on which the Agreement will be signed between “Authority” and Selected Bidder after final negotiation of cost will be identified as the ‘Effective Date’ and the Contract Period shall start from the ‘Effective Date’ as defined above, and shall be valid for a period of 03 years (i.e 36 Months).

#### **1.13 Payment Terms**

The Authority has to pay the cost finally so decided on a monthly basis after being satisfied with regard to the progress of implementation vis-à-vis achievement made under the contract.

#### 1.14 Performance Security

- 1.14.1 Within 10 days of receipt of the Letter of Acceptance, the successful Bidder shall deliver to the Authority, a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] for an amount **Rs.5.00 lakh (Rupees Five lakh only)** as per the stipulation in the RFP. Performance Security shall be submitted in the shape of a Term Deposit remaining valid at least for a period not less than 3 years 6 months from the Bidder's existing Bank Account with any scheduled Commercial Bank operating in Odisha or from a new Bank account opened with any scheduled Commercial Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and must be pledged in favour of APICOL, Bhubaneswar. Failure of the successful Bidder to comply with the requirements of Sub- clause 1.14 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 1.14.2 The Performance Security should be valid at least for a period of 6 months following the expiry of the Contract period- 3 years, i.e, valid for 3 years and 6 months.).Bidders are further required to furnish the details of Bank, like name of the Bank, Branch Name, its address, IFS Code, MICR Code etc. in a separate Statement attached to the Term Deposit as Performance Security.
- 1.14.3 It is expressly understood and agreed that the performance security is intended to secure the performance of entire Contract/ Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- 1.14.4 Should the contract period, for whatever reason be extended, the Agency, shall at his own cost, get the validity period of pledged Term Deposit in respect of Performance Security furnished by him extended and shall furnish the extended / revised Term Deposit or a certificate from the issuing Banker that the validity of the Term Deposit with details, already pledged to APICOL has been extended till such time, in lieu thereof.



#### **1.14.5 Appropriation of Performance Security**

Performance Security submitted by the Agency shall be forfeited if the Agency fails to commence the assignment as per the requirements of this RFP.

In the event the Agency fails to perform any or all its obligations under the Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Agency. In that event, the Term Deposit shall be en-cashed and after appropriation of the loss/damage so decided, the balance will be refunded to the Agency.

Upon occurrence of an “Agency Default” or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Agency Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security in shape of a Term Deposit pledged in favour of APICOL, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Agency Default or to meet any Condition Precedent, and in the event of the Agency not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

#### **1.14.6 Release of Performance Security**

Performance Security submitted in shape of Term Deposit along with interest accrued thereon, will be returned to the Agency on satisfactory performance of the assignment, as evaluated by APICOL or any other third party so entrusted by APICOL in accordance with the final output and deliverables indicated at Para-2.9, subject to the Authority’s right to retain, receive or recover amounts, if any including for non-performance on the basis of final output and deliverables, within 90 days after completion of Contract.

## 1.15 **Bid Security**

1.15.1 Proposal should necessarily be accompanied by Bid Security for an amount of **Rs.50,000/- (Rupees Fifty Thousand only)** through Demand Draft drawn in favour of “The Agricultural Promotion and Investment Corporation of Odisha Limited” payable at Bhubaneswar. The Bid Security shall remain valid for a period of Ninety days from the date of opening of the bid.

1.15.2 Tenders without **Bid Security** are liable to be rejected.

1.15.3 Authority at its discretion may retain the Bid Security of L1, L2 and L3 successful bidders till Performance Security in shape of Fixed Deposit duly pledged in favour of APICOL, is furnished by the finally selected bidder and agreement is executed by the finally selected bidder. Bid Security of other unsuccessful Bidder (s) will be returned within 45 days from the date of award of contract.

1.15.4 The Bid Security shall be forfeited by Authority in the following events:

- a) If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b) if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c) If the Proposal is varied or modified in a manner not acceptable to Authority after opening of proposal during the validity period or any extension thereof.
- d) If the bidder tries to influence the Authority during the evaluation process.
- e) In the case of Selected Bidder, fails within the specified time limit: -
  - to accept the LoA; and / or
  - to sign the Contract/Agreement; and / or
  - to furnish the Performance Security; and
  - in case the Selected Bidder, having signed the Contract/ Agreement, commits any breach thereof prior to furnishing the Performance Security.

#### 1.16 **Power of Attorney**

The Bidder should submit a Power of Attorney in the format specified at **Form-T5** of Section 5 authorizing the signatory of the Proposal to commit the Bid.

#### 1.17 **Proposal Validity**

Bids shall remain valid for a period of **90 (ninety)** days from due date of bid submission as mentioned in the Bidder Data Sheet. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged. The Authority will make its best effort to complete the selection process within this period. Authority reserves the right to reject a Bid as non-responsive, if such Bid is valid for a period, which is less than period specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder. Bidders are requested to refer “Bidder Data Sheet” for applicable duration validity.

#### 1.18 **Extension of Period of Validity**

In exceptional circumstances, Authority may solicit bidder’s consent for an extension of the period of Bid validity. Any such request by Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority’s request for such extension without forfeiting the Bid Security. A Bidder accepting the request of APICOL shall not be permitted to modify its Bid.

#### 1.19 **Conflict of Interest**

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as the Agency under any of the circumstances set forth below:

- a. **Conflicting Assignment:** A bidder or any of its affiliates shall not be engaged for any Assignment that, by its nature, may be in conflict with this Assignment of the bidder to be executed for the same Employer. However, this will be limited affiliates in India.

- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority’s staff who is directly or indirectly involved in any part of
- i. the preparation of the Terms of Reference of the Assignment/job,
  - ii. the selection process for such Assignment/job, or
  - iii. Supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.20 **Corrupt or Fraudulent Practices by the Bidder**

The Authority desires to observe a high standard of ethics during the process of bidding and execution of Agreement. In pursuance of this clause, the Authority

- will not accept on the contrary reject a proposal for award, if it determines that the Bidder recommended for award, has directly or indirectly or through an agent engaged in corrupt or fraudulent practices in competing for the RFP in question.
- The Authority will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract APICOL, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the RFP or during execution.

“Corrupt practice” means behaviour on the part of officials in the public or private sectors by which they improperly and unlawfully enrich themselves and/or those close to them, or induce others to do so, by misusing the position in which they are placed, and it includes the offering, giving, receiving, or soliciting of anything of value to influence the action of any such official in the procurement process or in contract execution; and

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract/agreement and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

**1.21 Prohibition against collusion amongst bidder(s)**

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Bid Security, at Authority's sole discretion. This will be limited to the concerned institution(s), its/their team participating in the bidding process and for this assignment only. The format for Anti- Collusion Certificate has been provided in Form T-6 under Section 5 of the RFP document.

**1.22 Governing Laws and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the laws and procedures established by Government of India within the framework of applicable legislations and enactment made from time to time. The Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Contract.

**1.23 Relationship between the Parties**

Nothing mentioned herein shall be constructed as relationship of master and servant or that of principal and agent in between APICOL and the Partner Agency. The Partner Agency subject to this contract for selection has complete charge of its personnel in performing the services under the project from time to time. The Partner Agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the Partner Agency hereunder.

**1.24 Settlement of Disputes:**

1.24.1. In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Principal Secretary, Department of Agriculture and Farmers' Empowerment for final decision and the same shall be binding on all parties.

1.24.2 Any other terms and conditions, mutually agreed prior to finalization of the agreement shall be binding on the Firm.

1.24.3 APICOL and the Agency shall make every effort to resolve amicably through direct negotiation any disagreement or dispute arising between them. In case, any dispute arises between parties on aspects covered by the agreement to be executed, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Odisha, India.

## 1.25 **Standards of Performance**

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful associate and advisor to APICOL. The Agency shall always support and safeguard the legitimate interests of APICOL in any dealings with any third party. The Partnering Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Partner Agency shall conform to the standards laid down in the RFP in totality

## 1.26 **Further Terms**

1.26.1 The terms and conditions with respect to this Tender document are subject to such further refinement, clarification and modification as may be required to be made by Authority during the tendering process or at the time of signing of Contract/Agreement.

1.26.2 Agreement shall be signed between APICOL, the Authority and the Agency (Successful Bidder after further negotiation on cost component, if necessary at the discretion of APICOL) incorporating terms of the tender, may be with certain modifications at the time of execution of agreement.

## 1.27. **Any other**

The Agency should obtain prior permission of the Authority for publication of any material and advertisements etc. concerning this assignment.

## 1.28 **Interpretation of Documents:**

- i. Authority will have the sole discretion in relation to:
  - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
  - b) all decisions relating to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.

**ii.** In the event of conflicts of any sort among the Information and Instructions to Bidder and the Contract/Agreement, the documents shall be given the following priority:

- a) Contract/Agreement,
- b) Information and Instructions to Bidder.

**iii.** Authority reserves the right to use and interpret the Proposal documents, data etc. it receives from the Bidder(s) in its absolute discretion.

## 1.29 **Force Majeure**

Force majeure clause shall mean and be limited to the following in the execution of the contract.

- (i) War/hostilities
- (ii) Riot or Civil commotion
- (iii) Earth quake, flood, tempest, lightning or other natural physical disaster
  
- (iv) Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Agency, which prevent or delay the executive of the order by the Agency.

The Firm shall advise APICOL in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, APICOL reserves the right to cancel the contract without any obligation to compensate the Firm in any manner for what so ever reason, subject to the provision of clause mentioned.

## 1.30 **Confidentiality**

1.30.1 Information relating to examination, clarification, comparison and evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders, who have submitted the proposals or to other persons not officially concerned with the process until the publication of the award of Contract. The effort by any bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.30.2 Neither party will disclose to any third party without the prior written consent of the other party any confidential information, which is received from the other party for the purposes of providing or receiving services, which if disclosed in tangible form is marked confidential or if disclosed otherwise is confirmed in writing as being confidential or if disclosed in tangible form or otherwise, is manifestly confidential. Each party will take measures to protect the confidential information of the other

party that, in the aggregate are no less protective than those measures it uses to protect the confidentiality of its own comparable confidential information, and in any event, not less than a reasonable degree of protection. Both parties agree that any confidential information received from the other party shall only be used for the purposes of providing or receiving Services under this contract or any other contract between the parties

However, these restrictions will not apply to any information which:

- a) Is or becomes generally available to the public other than as a result of a breach of an obligation under this clause; or
- b) Is acquired from a third party who owes no obligation of confidentiality in respect of the information; or
- c) Is or has been independently developed by this recipient or was known to it prior to receipt

1.30.3 Notwithstanding clause (a) mentioned above, either party will be entitled to disclose confidential information of the other (1) to its respective insurers or legal advisors, or (2) to a third party to the extent that this is required by any or where there is a legal right. Duty or requirement to disclose, provided that in the case of sub-clause 1.30.2 (and without breaching any legal or regulatory requirement) where reasonably practicable not less than 2 business days' notice in writing is first given to the other party.



## **SECTION-2**

### **2. KEY CLAUSES IN AGREEMENT**

#### **2.1 Sub-Contracting**

The Agency shall itself perform its obligations under this assignment and shall not assign or transfer or sub-contract any of portion/part of this assignment, its rights and obligations under this agreement to any third party without the prior written permission from competent Authority, i.e, APICOL.

#### **2.2 Damages for breach of obligations under the Contract**

In the event that the Agency fails to ensure requisite progress at each stage in execution of this assignment including output & deliverables within the time line indicated in this RFP, Authority within a reasonable time commensurate with the nature of defect or deficiency in execution, shall without prejudice to its rights under this tender including termination thereof, be entitled to suggest remedial measures in streamlining the process of execution and the Agency will be bound to ensure the same at its own risk and cost. However, in case any amount is incurred by the Authority for the same, the amount so incurred will be deducted from the amount payable to/recoverable from the Agency.

#### **2.3 Termination Clause**

The Authority shall have the right to terminate the contract at any stage without giving any notice, in case competent authority of APICOL is satisfied that the Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc.

### **2.3.1 Events of Default and Termination**

#### **2.3.2 Event of Default**

Event of Default means the “Agency Event of Default” or the “Authority Event of Default” or both as the context may admit or require.

#### **2.3.3 Agency Event of Default**

Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- 1) Any representation made or warranties given by Agency under this contract are found to be false or misleading.
- 2) Agency is in material breach of operation and execution requirements (as set out in Clause 2.5 hereto)
- 3) Agency fails to continuously provide requisite experienced technical and management professionals to run the AE-Hub efficiently as well as in extending requisite support and assistance for implementation of the Scheme.
- 4) Agency sub-contracts the assignment to any party.
- 5) Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority’s right, obligations or interests.
- 6) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- 7) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this tender and provided that:
  - a. the amalgamated or reconstructed entity has the technical capability and adequate experience necessary for execution of its obligations under this contract;
  - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Agency as at the Effective Date; and
  - c. Each of the Assignment Agreements remains in full force and effect.
- 8) Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- 9) Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding **90** days.

- 10) Agency has delayed any payment that has fallen due under this tender and if such delay exceeds **90** days.
- 11) Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of this tender.
- 12) In case of non or poor execution of Assignment.
- 13) In case of insolvency of the Agency.
- 14) Substantial shortcoming is observed in achieving the pre-set goals/deliverables as required and set forth in this RFP will be considered as “default” and contract shall be terminated.

#### **2.3.4 Authority Event of Default**

1. The Authority fails to provide requisite office space for establishment and functioning of the AE-Hub along with requisite furniture & fixtures and hardware.
2. The authorized representative of the Authority instructs the Agency to delay the process of execution and/or to temporarily stop the execution and the instruction is not withdrawn within a continuous period of 30 days.
3. The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
4. The Authority fails to pay or release any amount due to the Agency exceeding for a period more than 90 days.
5. If the Contract is terminated, the Agency shall stop execution of this assignment immediately and handover all the materials, which might have been handed over by the Authority for execution including any approvals.
6. The Agency shall not be liable for any penalty for delay or for failure to continuously perform/execute the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Agency shall within Ten (10) days from discontinuance of execution on such account notify the Authority in writing of the cause of delay/discontinuance. The Authority shall verify the facts and grant such extension, if circumstance justify.
7. The Authority does not assist in getting various registrations and approvals from the Government authorities.

### **2.3.5 Termination due to Events of Default**

#### **2.3.5.1 Termination for contract Event of Default by Agency**

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Agency, Authority shall be entitled to terminate this contract by issuing a Termination Notice of **30** days in writing to the Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Agency.

#### **2.3.5.2 Termination for contract Event of Default by Authority**

Without prejudice to any other right or remedy which Agency may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Authority, the Agency shall be entitled to terminate this contract by issuing a Termination Notice of **90** days in writing to the Authority.

### **2.3.6 Payment upon Termination**

2.3.6.1 If the Contract is terminated because of a fundamental breach of Contract by the Agency, the Authority or its authorized representative shall issue a certificate for the value of damage/loss sustained or for any amount receivable from the Agency. The same shall be paid by the Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.

2.3.6.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Agency shall issue a certificate for the value of loss, if any, including any other amount remains payable or reimbursable to the Agency shall be payable by the Authority.

### **2.4 Retention Amount**

a) The Authority will retain 10 % of the amount payable to the Agency on month to month basis out of amount finalised and agreed on to be paid to the Agency by APICOL towards “Retention Amount” as a security against non-performance of the assignment.

b) However, the Retention Amount so retained over a period of every 6 months, can be released to the Agency at a time during the succeeding month after expiry of each 6 months period, subject to satisfactory progress & performance both on monthly as well as overall performance cumulatively till end of the last 6 months period, for which the release of Retention Amount is under consideration. For this purpose, the progress and performance will be evaluated by APICOL or any other third party so entrusted by APICOL in accordance with the final output and deliverables as indicated at Para-2.9.

c) The monthly Retention Amount for the last 6 months within the contract period of 3 years or for the extended period, if any can only be released at the end of contract that too only after ensuring satisfactory performance of the assignment, as per evaluation to be carried out by APICOL or any other third party so entrusted by APICOL in accordance with final output and deliverables. d) However, the release of Retention Amount shall be further subject to the Authority's right to receive or recover amounts, if any, not only during release of Retention Amount after expiry of each 6 months but also within a further period of 90 days after completion of Contract. However, non-performance/non-compliance/failure in meeting the assigned targets within the period of contract, balance Retention Amount lying pending for release or release of same has been ruled out altogether for a breach or non-performance of the contract, such retention amount will be forfeited as a penalty for non-performance.

## 2.5 **Obligations and Responsibilities of Agency:**

- a) The Agency shall perform the services and carry out its obligations under the contract with due diligence and efficiently, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standard recognized by national/international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Firm shall always act, in respect of any matter relating to this Contract, as faithful advisors to APICOL and shall at all times, support and safeguard APICOL for legitimate interests.
- b) At the commencement of the partner agency contract, the Agency is required to maintain the same team of personnel/individual officers till the completion of the assignment. In the event of the any members of the team leaving the partnering Agency, a professional with identical/similar profile is required to be deputed/replaced with prior consent of APICOL. All related events shall be reported to APICOL prior to any decision being taken by the Agency.
- c) Support and coordinate with APICOL, the Authority in designing and conducting selection process for final selection of prospective AEs.
- d) Preparation of both general as well as specialized training modules and materials as per the planned activities.
- e) Organise and conduct training by hiring resource persons.
- f) Establishment and setting up of AE-hub and building requisite ecosystem to support AEs to establish their enterprises.
- g) Create incubation mechanisms and provide hand holding support to AEs.
- h) Develop publication of Information, Education and Communication materials.

- i) After training, support AEs to prepare Business plan, assist and guide them in obtaining required licenses from the Government for carrying out the activities. However, APICOL may assist in mobilizing finances/credit facilities from Bank and any other assistance from Government under various schemes as available including for assets e.g. Poly-nursery, Agri- mechanization, etc).
- j) In case of failure to complete the work within the specific period (including extension of time, if any granted) or violation of any terms and conditions, APICOL shall be at liberty to cancel the contract.
- k) In case of any force majeure, the selected firm shall inform in writing explaining the cause and seek any extension in executing the work.
- l) No TA/DA or any other expenses shall be claimed by the Agency or its representative/Personnel and the Agency has to meet the same on its own.
- m) The Agency automatically agrees with APICOL for honouring all aspects of fair trade practices in executing the work orders placed by APICOL.
- n) In the event the Agency is taken over/bought over by another company, all the obligations under the agreement with APICOL should be passed on to the new company for compliance.
- o) The Agency shall carry out all of its responsibilities till the 1000 AEs, as planned, successfully establish their own ventures and discharge all of their critical functions as outlined in the scope of work at Section-3 and serve as a single solution/resource point in catering the needs of around 2 lakh small and marginal farmers in furtherance of objectives of this assignment, as envisaged under the "Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.
- p) The Agency has to perform in line with the milestone indicated at Output and Deliverables vide para -2.9.
- q) If the Contract is terminated, the Agency shall stop execution of this assignment immediately and handover all the materials, which might have been handed over by the Authority for execution including any approvals.

## 2.6 **Obligation and Responsibilities of the Authority**

- a) The Authority shall provide requisite office space to the Agency in its office (Head Quarter) for establishment and functioning of the AE-Hub along with requisite furniture & fixtures and hardware.
- b) APICOL shall spare its officials for consultation purposes, identify and furnish the relevant data and documentation for the Agency's information and use.
- c) The Authority shall bear all the cost and allied expenses in preparation of training materials, issue of advertisement for selection of AEs, cost of training and consolidated honorarium to AEs in meeting their need based expenses during the incubation period of one year after training.
- d) The Authority shall pay or release the total amount per annum as agreed on negotiation for engagement as the Agent for this assignment in 12 equal monthly instalments and the amount due for a particular month be released by 10<sup>th</sup> of the succeeding month after deducting 10% of the amount towards Retention Amount to the Agency to meet its manpower expenses only subject to submission of satisfactory progress report of the preceding month.
- e) On termination of the contract earlier or on completion of the contract period, the end product of the work/assignment carried out by the Agency, in any form, will be the sole property of APICOL.
- f) In the event that the Agency fails to ensure requisite progress at each stage in execution of this assignment including deliverables within the time line indicated in this RFP, Authority within a reasonable time commensurate with the nature of defect or deficiency in execution, shall without prejudice to its rights under this tender including termination thereof, be entitled to suggest remedial measures in streamlining the process of execution and the Agency will be bound to ensure the same at its own risk and cost. However, in case any amount is incurred by the Authority for the same, the amount so incurred will be deducted from the amount payable to the Agency.
- g) The Authority shall assist in getting various registrations and approvals from the Government authorities.
- h) The Authority on being notified by the Agency in writing the cause of

delay/continuance of execution of this assignment by the agency on account of an event of force majeure, the Authority on verification of the facts may grant extension, if the circumstances, so justify.

## **2.7 Other General Terms and Conditions of the Contract**

- 2.7.1 At the commencement of the partner agency contract, the Agency is required to deploy maintain the same team/individual till the completion of the Assignment. In the event of one of the members of the team leaving the Partner Agency, a professional with identical/ similar profile is required to be deputed/replaced with prior consent of APICOL. All related events shall be reported to the department prior to any decision being taken by the Partner Agency.
- 2.7.2 No other charges shall be incurred by APICOL other than those specified herein and the party shall be responsible for insurance and any other statutory requirements of the personnel deputed for carrying out the activities to accomplish the objective & scope of the Scheme.
- 2.7.3 Payment shall be released subject to acceptance of deliverables & certification of milestones as per terms & conditions stipulated by APICOL.

## **2.8 Review & Monitoring of Progress and Reporting Requirement**

### **2.8.1 Review and Monitoring of Progress**

The Authority or any of its authorized representative(s) shall have the absolute right at its own discretion and intervals, as may be deemed fit, or periodically to review all the activities being carried, documents, quality check, statutory compliances, if any etc. The authorized representative shall make a report of such inspection stating in reasonable detail the defects or deficiencies, problems in execution of the assignment, if any and suggest the Agency with reference to any improvement that may be necessary for execution of the assignment more efficiently in achieving the objectives of the Scheme.

### **2.8.2 Reporting Requirement**

During contract Period, the Agency shall, not later than 5 days after end of every month, furnish to Authority a report on the progress in execution of the assignment. Any other report as may be required by the authorized representative of the Authority periodically, from time to time shall also be furnished and the same may be decided with mutual consent and arrangement. In addition, the Agency will be responsible to furnish any data/report on execution of this assignment, as may be necessary and sought by the Government from time to time.



## 2.9 Output and Deliverables

The Deliverables of the project would be as per details given below. The authority has every right to suitably amend or modify the deliverables during the course of the assignment.

S No	Stage of Progress	Time Period
1.	70% of qualified AEs are Providing services to at least 100 farmers on agriculture and allied activities	At the end of the project
2.	70% of the AEs are earning at least Rs. 2.00 Lakh per annum from the activity and 10% will earn in the range of Rs.6.00 lakh in a sustained manner	At the end of the project (Milestones in between)
3.	70% of the AEs have scored above 50% after the training	After completion of the training
4.	60% of the farmers have increased income (30 % increase) and increased productivity of around 2 lakh households (Small & Marginal farmers) because of such services	At the end of the project (Milestones in between)

**Note:** - The Agency should submit two copies of all the above reports along with soft copy (MS word, Excel, PDF etc.) of the report for review.

## SECTION-3

### 3 Purpose

APICOL is the Nodal Agency for implementation of the “Agricultural Entrepreneurship Promotion Scheme-2018” launched by the Department of Agriculture and Farmers’ Empowerment, Government of Odisha. As such, APICOL needs to select an Agency to partner with it for successful implementation of the Scheme. The Scheme aims to create 1000 Agri-Entrepreneurs (AEs) out of rural youth over a period of 3 years by enriching them with adequate skill and enterprising quality to provide critical farm based services to small and marginal farmers and at the same time fostering agriculture development in the region. These AEs in turn will work with 150–250 farmers in a cluster of 3–5 villages and act as a one-stop resource / solution provider for the agricultural needs of small and marginal farmers. In the process, they will be required to discharge primarily four critical functions essential in most of the areas like better quality inputs, knowledge & crop advice along with on field support to the farmers, mechanisation services and linking farmers to markets by providing agri-services to around 200,000 cultivators, while earning in the range of around Rs 2 Lakh to 6 Lakh per annum.

#### **Objective:**

The objective of this assignment is to assist APICOL in the following:

- Selecting AEs and organising training, create incubation mechanisms and provide hand holding support to AEs.
- Setting up of AE Hub(s) and building ecosystems to support AEs to establish their enterprises.

#### **Scope of Work:**

- Supporting APICOL, the Authority in designing and conducting selection process
- Developing publication of Information, Education and Communication materials
- Preparing both general as well as specialized training modules as per the planned activities and conducting training by hiring resource persons.
- After training, support AEs to prepare Business plan and assist in obtaining required licenses from the Government for carrying out the activities. APICOL may assist in mobilizing finances/credit facilities from Bank and any other assistance from Government under various schemes as available including for assets e.g. Poly-nursery, Agri- mechanization, Fisheries & ARD activities etc. to

augment income of farmers.

- Establishing and building ecosystem and setting up AE- Hub:
  - The AE-hub will be manned at least by one Project Lead, one marketing expert, one agriculture expert and one MIS and Data Managers, who are professionally well qualified and adequately experienced to play a vital role efficiently not only in assisting APICOL in all respect for implementation of the Scheme in entirety but also do justice of their employment in meeting the objectives of AE-hub under the Scheme.
  - The state level AE-hub has to empanel manufacturer of equipment(s), machineries, inputs etc. to supply good quality products /services at a highly competitive price to AEs either directly or through Master Entrepreneurs and/or FPOs.
  - AE-Hub can be the place to connect, to ask questions and rate products of different suppliers to help each other. It will be ICT enabled and a mobile app of the AE-Hub can be developed to be accessed by all stakeholders.
  - Agri-Start ups from the State and the Country can empanel them on this hub to access the large network of AEs and even larger market through them.
  - A large part of the performance of AEs can be monitored through auto-generated reports from the AE-Hub portal. Initially, Government will support to set up the hub, however later on it will earn revenues by bringing in private actors and transacting through the AEs. Promoting agency will prepare a plan of its business and staffing required based on the volume, transactions and revenue in critical activities.
- There will be 54 days of intensive classroom, exposures and on field training to trigger entrepreneurship and skilling them around the identified services. A certificate will be issued to the respective AEs by an authorized institution in this regard.
- After training, AEs will go through an incubation phase of 12 months where they will come up with their respective business plan, avail finances from Bank and other Government schemes, have at least 2 assets (e.g. Poly-nursery, Agri-mechanization, fisheries & ARD activities etc. to augment income of farmers), avail inputs licenses to carry out the activities, build mutuality with the CBOs/FPOs, link with AE-Hub & MEs (Master Entrepreneurs) and build linkages with other actors. The critical functions of AEs will be as the followings:
  - a) Providing better quality inputs**
    - i) Doorstep delivery of Agricultural inputs e.g. Seeds, Micronutrients, manures and fertilizers, Plant protection chemicals,
    - ii) Ensure timely production and supply of high quality fruits and

vegetable seedlings,

**b) Providing knowledge and crop advice**

- i) Provide authentic information on production technology, crop protection measures, Weather information and market prices,
- ii) Regular farm advisory and handholding of Farmers in the village to improve productivity,
- iii) Demonstrating improved agriculture technologies in the villages.

**c) Providing mechanisation services**

Set up hubs to offer hiring services for farm-implements/equipments and skilled farm labourers

**d) Primary processing and linking farmers to markets**

- i) Sorting, grading and aggregation of farm produce gathered from fragmented farms of cultivators to create marketable lots,
- ii) Primary processing of agricultural produce,
- iii) Bring traders to the village and facilitate bulk produce sale by following transparent procedures and also aggregate and market the produce wherever needed,

- Additionally some AEs will also provide **services for livestock rearing and fisheries** where ever possible to augment farmer's livelihood. She/he may keep a deep freezer for storing vaccines and also may promote breeder farms for improved goat/sheep or back yard poultry.
- AEs have to be provided specific knowledge and skills along with handholding support under expert guidance to enable them to embark on their venture. The training curricula should be designed to provide adequate know-how and exposure on business models and planning, accounts and finance, linkage with markets and banks and technical knowledge around crop production, storage/ warehousing, irrigation, weather insurance, etc. The focus here would be to stimulate and motivate the trainees to opt for path of entrepreneurship.
- After initiating the activity the Agency need to extend hand holding support and adequately advise to the Entrepreneurs during each step of the process, who may find some difficulty not only for shifting to this livelihood source from the existing one but also since the earning from the beginning may not be to a reasonable level to sustain this venture. They also need access to bank finance or any other sources which will help them to invest appropriately and timely to sustain the activity.

## **SECTION-4**

### **Technical Proposal**

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T8 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or visits to the office of APICOL shall not be reimbursed by the Authority.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. All Financial data etc. should be given in Indian National (INR) Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the application.
- x. If the bid is made by a limited company or a limited corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application. Such limited company or corporation will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

**FORM-T1 COVERING LETTER**  
(On Bidder's Letter Head)

Location:  
Dated:

To

The Managing Director,  
APICOL, Baramunda,  
Bhubaneswar - 751003

**Subject: Selection of Agency in response to your Request for Proposal to partner APICOL for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.**

**Dear Sir,**

With reference to your Request for Proposal dt:\_\_\_\_\_, I having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for Selection of Agency in response to your proposal to partner with APICOL for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.

- 1) All information provided in the Proposal and in the Appendices is true and correct and all the documents accompanying such Proposal are true copies of the respective originals. This statement is made for the express purpose of selection and appointment as the Agency for the aforesaid assignment/contract.
- 2) I shall make available to the Authority any additional information, it may deem necessary or require for supplementing or authenticating the Proposal.
- 3) I acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 4) I certify that in the last five years, we or any of our associate have neither failed to perform on any contract, nor have had any contract terminated by any public authority for breach on our part.

- 5) I declare that:
- a) I have examined and have no reservations to the RFP Documents including any Addendum issued by the Authority.
  - b) I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;
  - c) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the RFP Document, in respect of any tender or request for proposal by or any agreement entered into with the Authority or any public sector enterprise or any Government, Central Government or State; and
  - d) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
- 6) I agree and understand the proposal is subject to the provisions of the RFP Document. In no case, I/We have any claim or right of whatsoever nature if the Assignment/Contract is not awarded to me/us or ours is not opened or rejected.
- 7) I agree to keep this offer valid for **90** (ninety) days from the Proposal Due Date specified in the RFP Document
- 8) In the event of my firm being selected as the Agent to partner with APICOL for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha, I agree to enter into an Agreement in accordance with the form which shall be provided by Authority. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
- 9) I further undertake that I have not made any changes either directly or indirectly in terms and conditions of the Tender and I have not been given any written or oral promise from the Authority.
- 10) We are pleased to submit the following documents as a part of our submission.
- a) Technical Bid
  - b) Financial Bid

11) I agree and undertake to abide by all the terms and conditions of the RFP Document. I have signed and stamped each and every page of this Tender document and all documents submitted herein. In witness thereof I/We submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours Sincerely,

Authorised Signatory

(In full and initials)

Name and Designation of the Signatory:

Name of the Firm with Address:

**(Stamp of Bidder along with signature of authorized signatory with date)**



**FORM T2 : INFORMATION ABOUT THE BIDDER**

**(to be submitted separately in respect of each consortium partner, in case bid is being submitted in consortium)**

**1. ORGANISATION:**

- a. Name of the organization –
- b. Address of the organization –
  - i) Correspondence office –
  - ii) E-mail Address –
- c. Contact Person
  - i) Name –
  - ii) Designation / Title –
  - iii) Telephone No - Landline –
  - Mobile –
  - iv) Email –
  - v) Address, if different from (b) -

**2. LEGAL STATUS**

- a. Registration details of the Organisation –
  - i. Society Act
  - ii. Under Trust ship Act
  - iii. Under Company (section – 25)
  - iv. If any other, specify
- b. Year of registration –
- c. Operational area of the organization :
  - State(s)\_\_\_\_\_ , District(s)\_\_\_\_\_ ,
  - Block(s)\_\_\_\_\_ , Village(s)\_\_\_\_\_
- d. Whether organization is registered under FCRA -
- e. Whether it is registered under Income Tax (PAN & TAN)
- f. Whether it is registered under GST, if yes GSTIN:
  - N.B – Please attach the proof of the above documents

### 3. GOVERNANCE & MANAGEMENT

- a. Brief description of the organisation  
(vision, mission, goal and thematic areas of work):
- b. Explain how is it reflected in program / activities taken by the organization :
- c. Does organization has a Governing Board :
- d. If yes, what is tenure of board members (in year):
- e. Is it rotating or Fixed :
- f. Give details of Board Members (current status) :
- g. What are sources of fund for the organization( Put a tick mark)

I	Corpus			Government Grant	
II	Endowment			Donor's Grant	
III	Donation			Other (Pl specify)	

- h. briefly mention organogram and administrative set up of the organisation:
- i. List of policies followed by the organisation :
- j. Does the Organization plan and periodically review it programmes / Activities, details in brief :

**N.B** Attach supporting documents, Attach last 3 years of Annual reports.

### 4. FINANCIAL MANAGEMENT

- a. Whether there is an internal audit system - ( Yes/No)
- b. If yes, who conducts internal audit ( Internal /External) and mention the periodicity of both internal and external Audit
- c. Specify system of internal control –
- d. What financial statements are prepared at organization ( Put tick mark whichever is appropriate)

Balance Sheet		Cash Flow Statement	
Receipts & Payment Account		Fund Flow Statement	
Income & Expenditure Account		Others (Please Specify)	

**N.B – Kindly attach audited Financial Statement (P/L and Balance Sheet) for the last Three Years**

**5. FINANCIAL SUSTAINABILITY**

a. What was the organizational budget for last three years –

Financial Year	Amount in INR
2015-16	
2016-17	
2017-18	

b. Out of total budget, what amount constitutes under following heads / sources –

		FY 2015-16	FY 2016-17	FY 2017-18
I	Donor Support			
II	Government Support			
III	Local Contribution/Funding			
IV	Own Income			
V	Others(Please Specify)			
	Total			

**6. PERSONNEL / STAFF (Current status )**

a. Total number of Staff –

b. No. of permanent Staff :-----, Male:----- ; Female: -----

c. No. of temporary Staff: -----, (M / F) Male: \_\_\_\_\_; Female: \_\_\_\_\_

d. Total No. of Technical / Professional staffs (M & F)

Male: \_\_\_\_\_Nos; Female: \_\_\_\_\_Nos

e. Average experience (in years) of staff:

f. Average stay / association of staff with organization (in years) : \_\_\_\_\_

**N.B – Attach staff details in the following template**

<b>S.N</b>	<b>Name</b>	<b>Qualification</b>	<b>Years of Experience in the organisation</b>	<b>Themes having experience</b>

NOTE: Attach Curriculum Vitae of the individual key staff members to be assigned to the work as per the Form attached in Form-T3

**7. PROGRAMMES & EXPERIENCE OF THE ORGANIZATION**

- a. Thematic Areas of intervention :
- b. Core competency area:
- c. Programs/ Projects implemented with Central Govt. On Agriculture and allied sector :

<b>SL No</b>	<b>Name/Title of Project</b>	<b>Duration (From-To)</b>	<b>Sponsor</b>	<b>Target Area</b>	<b>Target Group</b>	<b>Project Cost (Rs) Total/Yearly</b>

- d. Programs/ Projects implemented with Donor on Agriculture and allied sector

<b>SL No</b>	<b>Name/Title of Project</b>	<b>Duration (From-To)</b>	<b>Sponsor</b>	<b>Target Area</b>	<b>Target Group</b>	<b>Project Cost (Rs) Total/Yearly</b>

- e. Programs/ Projects implemented with Government of Odisha on Agriculture and allied sector

<b>SL No</b>	<b>Name/Title of Project</b>	<b>Duration (From-To)</b>	<b>Sponsor</b>	<b>Target Area</b>	<b>Target Group</b>	<b>Project Cost (Rs) Total/Yearly</b>

- f. Experience in supporting Government programmes in form of setting PMU/ Leading a project/ as a resource organisation.

<b>SL No</b>	<b>Name/Title of Programme</b>	<b>Objective of the project</b>	<b>Duration</b>	<b>Role Played by the Agency</b>

- g. Programs/ Projects implemented with a focus on promotion of Agriculture Entrepreneurship (AEs)

<b>SL No</b>	<b>Name/Title of Project</b>	<b>Duration (From-To)</b>	<b>Sponsor</b>	<b>Target Area</b>	<b>No. of AEs promoted</b>	<b>Thematic area</b>	<b>Project Cost (Rs) Total/Yearly</b>

- h. Experience on promotion of Entrepreneurs in Agriculture and allied sector by the organisation - Explain idea, experience, current status, learning and way forward in promotion of Entrepreneurs in Agriculture and allied sector. (In 500-1000 words)

SL No	Thematic area	No. of AEs promoted	Target Area	Average income from the activity	Key success factors	Issues yet to be addressed

- i. Experience on promotion of Producers organisation / Federations/FPOs

SL No	Type of Organisation	Legal form	No.	Activity	No. of members
1	Co-operatives				
2	Farmer producers company				
3	Farmer producer organisation				
4	SHG Federations				
5	Any other- Specify				

Briefly mention your experience in sustainability of these Institutions.

**Attach details of those institutions**

- j. **Is there any evaluation done for any programme of the agency. Mention as below**

Programme/Project	When	By Whom	Remark

- k. **Any recognition /awards received by the agency. Please mention.**

**8. Any other Information** (which you consider relevant for the project and not covered)

Following documents should be submitted with Qualification and Technical bid:

- A. List of Board of Directors/Partners in case of a partnership firm/Members in the Governing Body and office bearers in position with technical/professional qualification with experience in case of a company/partnership firm/Society or any other organisation
- B. Self-declaration in shape of Affidavit from Notary (as per Form T6) mentioning that bidder has not been black listed by any Government body in India during last five years.
- C. Authorization given to the bidder's representative, who has signed the bid by the Board of Directors/ Partners / authorized body. In case the person who has been authorized by the Board of Directors/ Partners / Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.
- D. Self-attested certificate that the bidder has not defaulted in payment against any loan/credit facility availed by him/them with details of loan/credit facility availed from any Bank/FI with name of the Bank/FI, Branch Name and IFS code
- E. Self-declaration in shape of Affidavit from Notary that the either the bidder or authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of them for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.
- F. Self-attested copy Permanent Account Number (PAN) of the Bidder.
- G. Self-attested copy GST Registration Certificate of the Bidder.
- H. Self-attested copy Permanent Account Number (PAN) of the Authorised Representative.
- I. Self-attested copy of Aadhar Card of the Authorised Representative.
- J. Copies of Income Tax Returns filed for the last 3(three) years along with assessment order of the Bidder.
- K. Recent Photograph of the Authorised Representative.

L. Copy of I.T Return, Acknowledgement and Assessment Order/Clearance Certificate from Income Tax Authorities and Commissionerate of CT & GST, Odisha with regard to non-arrear of Taxes.

M. Net Worth Certificate from a Chartered Accountant



**FORM T-3**

**SUGGESTED FORMAT OF CURRICULUM VITAE FOR MEMBERS OF PARTNER AGENCY'S TEAM**

**(to be submitted separately in respect of each consortium partner, in case bid is being submitted in consortium)**

1.	Proposed Position	:				
2.	Name of Firm	:				
3.	Name of Expert	:				
4.	Date of Birth	:		Citizenship: Indian		
5.	Education	:	-			
6.	Membership in Professional Associations	:	-			
7.	Other Trainings	:	-			
8.	Countries of Work Experience	:	India			
9.	Languages (Rate as Excellent, Very Good, Good and Poor):		Language	Speaking	Reading	Writing
			English			
			Hindi			
			Odia			

**9. Employment Record:**

<b>Employment</b>	<b>Period from</b> _____	<b>Period to</b> _____
<b>Employer</b>		
<b>Position Held</b>		

<b>11. Detailed Tasks Assigned</b>	<b>12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned:</b>  (provide experience in last ten years and add more rows in required)
------------------------------------	---

**13. Certification:**

I, the undersigned, certify that to the best of my knowledge and belief, this bio-data correctly describes my qualification my experience and me.

**Date:**

**Signature of Staff Member:** \_\_\_\_\_

**Authorized official from the firm:** \_\_\_\_\_

### Form T4 - Financial Capacity of the Bidder

Bidders are required to provide the information about the annual turnover during the last 3 years as per the following prescribed format:  
**(to be submitted separately in respect of each consortium partner, in case bid is being submitted in consortium)**

*[To be provided on the Bidder Letter Head]*

*<Name of Bidder>*

#### FINANCIAL CAPACITY OF BIDDER

Sl No.	Turnover Period (last 3 Financial Years)	Turnover (In INR Lakhs)
1	FY 2015-16	
2	FY 2016-17	
3	FY 2017-18	
<b>Certificate from the Statutory Auditor</b>		
This is to certify that (Name of the Bidder with detail address) has the annual turnover against respective Financial Year on account of activities being carried on year to year basis.		
Seal and Signature of the Auditor with Membership Number		

**FORM T5-POWER OF ATTORNEY**

To

The Managing Director,  
APICOL, Baramunda,  
Bhubaneswar – 751003

REF: Your RFP No. \_\_\_\_\_ dt. \_\_\_\_\_ for selection of Agency to partner with APICOL for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha

Dear Sir,

<**Bidder's name**> hereby authorizes <**Designated Representative's name**> to act as a representative of <**Bidder's name**> for the following activities vide its Board Resolution/ Power of Attorney attached herewith. The authorised representative has to attend all meetings conducted by Authority or other entities associated with "Selection of Agency for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha and to discuss, negotiate, finalize and sign any bid or contract/agreement for partnering with APICOL as an Agent for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.

Yours faithfully,

<**Signature of appropriate authority of the Bidder**>

Name of appropriate authority of the Bidder:

<**Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney**>

For

<**Name of Bidder**>

**Encl: Board Authorization**

Notarised

**FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING  
DESIGNATED REPRESENTATIVE**

*(On Stamp paper of relevant value)*

*(Applicable in case of bid not being signed by the person directly authorized by the firm)*

**Dated:**

**FORM OF POWER OF ATTORNEY**

Know all men by these presents, we \_\_\_\_\_ (name of the bidder with address of the registered office) do hereby constitute, appoint and authorise Mr \_\_\_\_\_ (name and address of residence bearing Aadhar Card Number) who is presently a Director of our Company/firm/employed with us and holding the position of \_\_\_\_\_ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for partnering with APICOL as an Agent for implementation of Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.

We hereby agree to ratify all acts, deeds and things lawfully done by the said attorney pursuant to this Power of Attorney and all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of the Attorney

(Name, Title/Designation and address of the Attorney) attested

(to be executed by the sole bidder)

**FORM T6-ANTI-BLACKLISTING SELF DECLARATION**

(On the Stamp Paper of appropriate value in the shape of **affidavit before the Notary** regarding ineligibility of the Bidder and non-blacklisting)

**(to be submitted separately in respect of each consortium partner, in case bid is being submitted in consortium)**

I/we M/s. ...., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s) have not been debarred/ blacklisted in the last 5 years by Government of Odisha / any Entity/Department/Public Sector Undertakings(PSUs) of Govt. of Odisha /any other State Governments/their entity/Departments/ PSUs or Central Government or its entity/ department /PSUs or their agencies in India or from abroad from participating in Project, either individually or as member of a Consortium as on the \_\_\_\_\_ (Bid Submission Date).

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this ..... day of ....., 2019.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

**FORM T7**

**UNDERTAKING WITH REGARD TO NON CONVICTION OF ANY OFFENCE INVOLVING MORAL TURPITUDE IN LAST 5 YEARS OR NON-FILING OF ANY CHARGE FOR AN OFFENCE INVOLVING MORAL TURPITUDE BEFORE ANY COURT OR JUDICIARY**

**(to be submitted separately in respect of each consortium partner, in case bid is being submitted in consortium)**

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary)

I/we M/s. ...., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s)/authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there is no proceeding pending against any of us as on the date of submission of Bid with regard to any civil, criminal or tax liability. **(Please refer Note below)**

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this ..... day of ....., 2019.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

**NOTE: Bidders are required to provide details of proceedings against them as on the date of submission of Bid with regard to any civil, criminal or tax liability and this will be taken to account during technical evaluation of the Bids.**

**FORM-T8**  
**ANTI COLLUSION CERTIFICATE**  
*(on letterhead of Bidder)*

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:

(i) (a) Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal.

(b) Enter into any agreement or arrangement with any person that they shall refrain from bidding; they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.

(ii) Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i)

(a) or (i) (b) above.

2. We are not part of any "Anti-competitive practice" such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the APICOL, the Authority, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels,

4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; in relation to which this Proposal is made.

Dated this..... Days of.....2019  
Name of the Bidder .....  
Signature of the Authorized Representative.....  
Name of the Authorized Representative.....  
Date of receipt of RFP .....

### Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (yes/No)
<b>Technical Criteria</b>			
A	The Bidder should be registered under the appropriate Act, wherever applicable: <ul style="list-style-type: none"> <li>• Indian Companies Act,1956/2013</li> <li>• The Societies Registration Act,1860</li> <li>• Limited Liability Partnership Act, 2008</li> <li>• Indian Partnership Act,1932</li> </ul>	Copy of Certificate, if registered/incorporated under any appropriate Act. Bidder may be a FPO /FPC/ Company/ Society/ LLP/Partnership firm (registered or unregistered/Individual.	
B	The bidder must have experience of working with Government agency in Odisha (in minimum 3 projects for more than 3 years)	Copy of Work order and Completion certificate from the Competent Authority	
C	The bidder must have experience of working with PPP projects/ FPO/ Community based Organisations.	Copy of Work order and Completion certificate from the Competent Authority	
D	The bidder should have been empanelled with three State/Central Government agencies including at least one with Government of Odisha and Central Government agency.	Copy of certificate from each of the empanelling organisation need to be attached.	
E	Agency should have minimum 100 full time employees including employees of any ongoing projects being implemented by the Organisation and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, and Finance, PPP / CBO / FPO and marketing areas.	A self-attested certificate by the CEO/Competent Authority to this effect with number of staff under each category be furnished.	



F	The bidder must have completed 3 (three) similar projects with any Central/State Government and Government of Odisha in suitable mode. Such projects should be of CBO/ FPO development or Integrated Agri-entrepreneurship/agri-business development in nature.	Copies of completion Certificates received from Clients with details such as Name & Address, Telephone numbers and E-mail Id of the respective competent authority.	
G	The bidder should have experience of preparing proposal for centrally or state sponsored Agri-industrial or cluster scheme in Odisha including that of UNICEF and UNIDO Programme of the World Bank along with any government Department.	Copies of work order and relevant documents on submission of proposals with details of clients such as name & address telephone nos and e-mail Id of the respective competent authority.	
H	Bidders should have directly worked at least for 2 years in social/rural sector in the State of Odisha.	Copy of relevant documents need to be attached.	
I	Bidder should not have been blacklisted by any Govt. Organization/ Government Entity / Government Company in the last 5 years.	Self- declaration in shape of Affidavit from a Notary in requisite stamp paper as per format given in T6.	
J	Bidder should be registered with the Income Tax, Goods and Services Tax and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation.	Copies of PAN, GSTIN, IT Returns for the last 3 financial years, Labour Registration, EPF Registration Certificate, ESI Registration Certificate.	
K	Bidder or the authorised representative should not have been convicted for an offence involving moral turpitude in the last five years; or there should not be any charge filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of affidavit from a Notary in requisite Stamp paper should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.	

<b>Financial Criteria</b>			
L	The Bidder on its own or in consortium with any other Institutions of national repute having prior and adequate experience in promoting Agriculture Entrepreneurs for providing farm based services, jointly should have a minimum average annual turnover of <b>Rs.20.00 crore</b> for the last three financial years ending March 2018.	All such Institutions shall submit Certificate from their respective Statutory Auditors certifying total turnover of the Organization during last three financial years ending March, 2018 as per Form T4 of Section 4.	
M	The Bidder should not have less than Net Worth of <b>Rs.10.00 crore</b> as on date of issue of this RFP.	Certificate from a Chartered Accountant in this regard is required.	
N	Bidder should not have defaulted against any loan/credit facility availed by him/them from any Bank or FIs.	Certificate(s) from all the Bankers/FIs, from where the Bidder has availed any Loan/credit/overdraft facility.	

**NOTES:**

(1) In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

(2) In case the bidder in consortium along with another Institution carrying similar activities submits the bid, in that event, a copy of Agreement in between the consortium partners in requisite stamp paper be submitted. In addition, a copy of Joint Declaration duly signed by the competent authority of both the consortium partners that they will be jointly discharging the functions under this assignment while nominating the lead consortium Institution and the Authorized representative by way of Power of Attorney both for submission of bid as well as entering into the agreement, if selected and the assignment is finalized in their favour, also be submitted.

## Check-list of Technical Forms

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Curriculum Vitae for members of Bidder's Team (Please indicate _____Nos.)	
Form T4	Financial Capacity of Bidder	
Form T5	Power of Attorney	
Form T6	Copy of Affidavit from Notary for not being black-listed by any Govt. Agency /Undertaking in the last 5 years.	
Form T7	Copy of Affidavit from Notary that: ii) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) No Charge is filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T8	Anti-Collusion Certificate	
	Net-Worth Certificate	
	Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs	

### NOTES:

(1) In addition, the Bidder shall enclose copies of supporting Documents/Statements indicated at "INFORMATION ABOUT THE BIDDER" but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

(2) In case the bidder in consortium along with another Institution carrying similar activities submits the bid, in that event, a copy of Agreement in between the consortium partners in requisite stamp paper be submitted. In addition, a copy of Joint Declaration duly signed by the competent authority of both the consortium partners that they will be jointly discharging the functions under this assignment while nominating the lead consortium Institution and the Authorized representative by way of Power of Attorney both for submission of bid as well as entering into the agreement, if selected and the assignment is finalized in their favour, also be submitted.

## SECTION-5

### Financial Proposal

#### Instructions for submitting the Financial Proposal/Bid:

- a) The total project outlay under the Scheme includes cost of Training, Stipend & Tablets to AEs, establishment of AE-hub, Software development, Advertisement & Publications and above all for establishing & maintaining a PMU at APICOL. The partnering Agency will be responsible for successful implementation of the Scheme including establishing and maintaining the AE-hub as already indicated in Section-3. Financial Bid is to be submitted on account of deployment of requisite manpower including overheads for establishment and maintaining the AE-Hub.
- b) The Financial Proposal shall be prepared using the attached Standard Forms as per (FORM F1 at Section 5).
- c) The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- d) All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount in words will be taken as the quote.
- e) The financial proposal shall be in the form of lump-sum amount (in the form of cost quoted in INR to be paid by APICOL at maximum inclusive of applicable taxes for each year during 3 year contract period.
- f) M.D., APICOL reserves the right to accept or reject any/ all tenders without assigning any reasons thereof for the same.

**FORM F1 -INDICATIVE FORMAT OF FINANCIAL BID**

Dated:

The Managing Director, APICOL, Bhubaneswar

**Subject: Financial Bid with respect to selection of Agency to partner with APICOL for implementation of “Agriculture Entrepreneurship Promotion Scheme-2018 as per Terms and Conditions of this RFP.**

Dear Sir,

I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e, selection of Agency to partner with APICOL for implementation of “Agricultural Entrepreneurship Promotion Scheme-2018”, in accordance to your revised Request for Proposal dated \_\_\_\_\_ and our Technical Proposal/Bid.

Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, we are pleased to quote the following cost (inclusive of applicable taxes) on year to year basis for the proposed assignment of 3 years as per the following table.:

**OFFER PRICE**

Year	Amount to be paid by APICOL in INR per year inclusive of applicable taxes for contract period of 3 (three) years both in figures and word	
	In Figures	In words
1st year to 3 <sup>th</sup> year		

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

I/We understand that you are not bound to accept any Bid as you receive.

**Yours Sincerely,**

**Authorised Signature  
(In full and Initials)**

**Name and Designation of the Signatory:**

**Name of the Bidder:**

**Complete Address of the Bidder:**

## SECTION-6

### FORM OF DRAFT AGREEMENT

This **CONTRACT** is made on the \_\_\_\_th Day of\_\_\_\_, 2019 between “The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL), hereinafter called as the **AUTHORITY**, which expression shall where the context so requires or admits shall also include its successors or assigns of the **ONE PART**

#### **AND**

M/s.\_\_\_\_\_, registered under\_\_\_\_\_

With its principal place of business at\_\_\_\_\_

(hereinafter called the “**AGENCY**”) of the **SECOND PART** represented by Sri \_\_\_\_\_, which expression where the context so requires or admits shall also include its successors or assigns of the **OTHER PART**

#### **WHEREAS**

The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL), the Authority issued RFP Vide Letter No.\_\_\_\_\_ dated\_\_\_\_\_ invited offers from intending Parties/Institutions to **PARTNER** with APICOL for implementation of “Agriculture Entrepreneurship Promotion Scheme-2018” of Government of Odisha and M/s.\_\_\_\_\_ offered its willingness to be selected as the Agent as per the terms and condition of this agreement vide its Letter No.\_\_\_\_\_ dated\_\_\_\_\_.

#### **AND**

**WHEREAS** above stated offer and willingness conveyed under Letter dt.\_\_\_\_\_ by the **AGENCY** has been duly accepted by APICOL, the **AUTHORITY** vide its Letter No.\_\_\_\_\_ dt.\_\_\_\_\_ for execution subject to the terms and conditions.

**NOW, THIS AGREEMENT WITNESSETH AND THE PARTIES AGREED AS UNDER:**

**1. SCOPE OF WORK:**

APICOL is the Nodal Agency for implementation of the “Agriculture Entrepreneurship Promotion Scheme-2018” launched by the Department of Agriculture and Farmers’ Empowerment, Government of Odisha. As such, APICOL needs to select an Agency to partner with it for successful implementation of the Scheme. The Scheme aims to create 1000 Agri-Entrepreneurs (AEs) out of rural youth over a period of 3 years by enriching them with adequate skill and enterprising quality to provide critical farm based services to small and marginal farmers and at the same time fostering agriculture development in the region. These AEs in turn will work with 150–250 farmers in a cluster of 3–5 villages and act as a one-stop resource / solution provider for the agricultural needs of small and marginal farmers. In the process, they will be required to discharge primarily four critical functions essential in most of the areas like better quality inputs, knowledge & crop advice along with on field support to the farmers, mechanisation services and linking farmers to markets by providing agri-services to around 200,000 cultivators, while earning in the range of around Rs 2 Lakh to 6 Lakh per annum.

The Agency has to support APICOL in designing & conducting selection process of AEs, developing materials for publication of information, education and communication, preparing both general as well as specialized training modules as per the planned activities and conducting training by hiring resource persons, support AEs to prepare Business plan and assist in obtaining required licenses from the Government for carrying out the activities. However, APICOL may assist in mobilizing finances/credit facilities from Bank and any other assistance from Government under various schemes as available including for assets e.g. Poly-nursery, Agri- mechanization, fisheries & ARD activities etc. to augment income of farmers.



Establishing and building ecosystem and setting up AE- Hub is very important aspect of this assignment and this includes:

- a) The AE-hub will be manned at least by one Project Lead, one marketing expert, one agriculture expert and one MIS and Data Managers, who are professionally well qualified and adequately experienced to play a vital role efficiently not only in assisting APICOL in all respect for implementation of the Scheme in entirety but also do justice of their employment in meeting the objectives of AE-hub under the Scheme.
- b) The state level AE-hub has to empanel manufacturer of equipment(s), machineries, inputs etc. to supply good quality products / services at a highly competitive price to AEs either directly or through Master Entrepreneurs and/or FPOs.
- c) AE-Hub can be the place to connect, to ask questions and rate products of different suppliers to help each other. It will be ICT enabled and a mobile app of the AE-Hub can be developed to be accessed by all stakeholders.
- d) Agri-Start ups from the State and the Country can empanel them on this hub to access the large network of AEs and even larger market through them.
- e) A large part of the performance of AEs can be monitored through auto-generated reports from the AE-Hub portal. Initially, Government will support to set up the hub, however later on it will earn revenues by bringing in private actors and transacting through the AEs. Promoting agency will prepare a plan of its business and staffing required based on the volume, transactions and revenue in critical activities.

There will be 54 days of intensive classroom, exposures and on field training to trigger entrepreneurship and skilling them around the identified services. A certificate will be issued to the respective AEs by an authorized institution in this regard.

After training, AEs will go through an incubation phase of 12 months where they will come up with their respective business plan, avail finances from Bank and other Government schemes, have at least 2 assets (e.g. Poly-nursery, Agri- mechanization, fisheries & ARD activities etc.), avail inputs licenses to carry out the activities, build

mutuality with the CBOs/FPOs, link with AE-Hub & MEs (Master Entrepreneurs) and build linkages with other actors. The Agency will empower the AEs to discharge their critical functions of AEs will be as the followings:

- i. Providing better quality inputs
  - a. Doorstep delivery of Agricultural inputs e.g. Seeds, Micronutrients, manures and fertilizers, Plant protection chemicals,
  - b. Ensure timely production and supply of high quality fruits and vegetable seedlings,
- ii. Providing knowledge and crop advice
  - a. Provide authentic information on production technology, crop protection measures, Weather information and market prices,
  - b. Regular farm advisory and handholding of Farmers in the village to improve productivity,
  - c. Demonstrating improved agriculture technologies in the villages.
- iii. Providing mechanisation services  
Set up hubs to offer hiring services for farm-implements/equipments and skilled farm labourers,
- iv. Primary processing and linking farmers to markets
  - a. Sorting, grading and aggregation of farm produce gathered from fragmented farms of cultivators to create marketable lots,
  - b. Primary processing of agriculture produce,
  - c. Bring traders to the village and facilitate bulk produce sale by following transparent procedures and also aggregate and market the produce wherever needed. Additionally some AEs will also provide **services for livestock rearing and fisheries** where ever possible to augment farmer's livelihood. She/he may keep a deep freezer for storing vaccines and also may promote breed farms for improved buck or back yard poultry.

AEs have to be provided specific knowledge and skills along with handholding support under expert guidance to enable them embark on their venture. The training curricula should be designed to provide adequate know-how and exposure on business models and planning, accounts and finance, linkage with markets and banks and technical knowledge around crop production, storage/ warehousing, irrigation, weather insurance, etc. The focus here would be to stimulate and motivate the trainees to opt for path of entrepreneurship.

After initiating the activity the Agency need to extend hand holding support and adequately advise to the Entrepreneurs during each step of the process, who may find some difficulty not only for shifting to this livelihood source from the existing one but also since the earning from the beginning may not be to a reasonable level to sustain this venture. They also need access to bank finance or any other sources which will help her to invest appropriately and timely to sustain the activity.

**2. AGREEMENT PERIOD:**

This agreement shall remain valid for a period of 3 years effective from the \_\_\_\_\_th Day of \_\_\_\_,2019 to \_\_\_\_th Day of \_\_\_\_,2022 (both days inclusive).

**3. CONTRACT VALUE:**

The Agency in consideration of getting an assignment to partner with APICOL has agreed to receive a sum of Rs.\_\_\_\_\_/ - (Rupees \_\_\_\_\_) from APICOL on monthly basis inclusive of applicable GST and other levies, if any after deducting 10% of such amount to be paid on monthly basis towards Retention Amount by 10<sup>th</sup> of the succeeding month on reporting satisfactory performance of previous month and shall continue to pay amount plus applicable taxes during this contract period of 3 years.

**4. PERFORMANCE SECURITY:**

- a) The Agency has already provided to the Authority, a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract] for an amount Rs.5.00 lakh (Rupees Five Lakh only) in the shape of a Term Deposit remaining valid from \_\_\_\_\_ to \_\_\_\_\_

on\_\_\_\_\_Bank,\_\_\_\_\_ Branch duly pledged in favour of APICOL with the requirements of Sub- clause 1.13 of RFP and LOA vide\_\_\_\_\_ dt\_\_\_\_\_.

- b) The Agency has expressly understood and agreed that the performance security is intended to secure the performance of entire Contract/ Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.
- c) The Agency has expressly understood and agreed that should the contract period, for whatever reason be extended, the Agency, shall at his own cost, get the validity period of pledged Term Deposit in respect of Performance Security furnished by him extended and shall furnish the extended / revised Term Deposit or a certificate from the issuing Banker that the validity of the Term Deposit with details, already pledged to APICOL has been extended till such time, in lieu thereof.
- d) The Agency has expressly understood and agreed that Performance Security submitted by the Agency shall be forfeited if the Agency fails to commence the assignment as per the requirements of this RFP.
- e) The Agency has expressly understood and agreed that in the event the Agency fails to perform any or all its obligations under this Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Agency. In that event, the Term Deposit shall be en-cashed and after appropriation of the loss/damage so decided, the balance will be refunded to the Agency.
- f) The Agency has expressly understood and agreed that upon occurrence of an “Agency Default” or failure to meet any condition as per this Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Agency Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the Agency shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security in shape of a Term Deposit pledged in favour of APICOL, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

- g) The Agency has expressly understood and agreed that upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Agency shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the Agency Default or to meet any Condition Precedent, and in the event of the Agency not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.
- h) The Agency has expressly understood and agreed that Performance Security submitted in shape of Term Deposit along with interest accrued thereon, will be returned to the Agency on satisfactory performance of the assignment, as evaluated by APICOL or any other third party so entrusted by APICOL in accordance with the final output and deliverables indicated at Para-11, subject to the Authority's right to retain, receive or recover amounts, if any including for non-performance on the basis of final output and deliverables, within 90 days after completion of Contract.

## 5. **EVENTS OF DEFAULT AND TERMINATION OF CONTRACT**

The Authority shall have the right to terminate the contract at any stage without giving any notice, in case competent authority of APICOL is satisfied that the Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc.

**Agency Event of Default :** Any of the following events shall constitute an event of default by the Agency ("Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

- a) Any representation made or warranties given by Agency under this contract are found to be false or misleading.
- b) Agency is in material breach of operation and execution requirements.
- c) Agency fails to continuously provide requisite experienced technical and management professionals to run the AE-Hub efficiently as well as in extending requisite support and assistance for implementation of the Scheme.
- d) Agency sub-contracts the assignment to any party.
- e) Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.

- f) A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- g) Any petition for winding up of the Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Agency under this tender and provided that:
  - i. the amalgamated or reconstructed entity has the technical capability and adequate experience necessary for execution of its obligations under this contract;
  - ii. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Agency as at the Effective Date; and
  - iii. Each of the Assignment Agreements remains in full force and effect.
- h) Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- i) Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding **90** days.
- j) Agency has delayed any payment that has fallen due under this tender and if such delay exceeds **90** days.
- k) Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of this Agreement.
- l) In case of non or poor execution of Assignment.
- m) In case of insolvency of the Agency.
- n) Substantial shortcoming is observed in achieving the pre-set goals/deliverables as required and set forth in this Agreement will be considered as “default” and contract shall be terminated.

## **Authority Event of Default**

- a) The Authority fails to provide requisite office space for establishment and functioning of the AE-Hub along with requisite furniture & fixtures and hardware.
- b) The authorized representative of the Authority instructs the Agency to delay the process of execution and/or to temporarily stop the execution and the instruction is not withdrawn within a continuous period of 30 days.
- c) The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
- d) The Authority fails to pay or release any amount due to the Agency exceeding for a period more than 90 days.
- e) If the Contract is terminated, the Agency shall stop execution of this assignment immediately and handover all the materials, which might have been handed over by the Authority for execution including any approvals/.
- f) The Agency shall not be liable for any penalty for delay or for failure to continuously perform/execute the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Agency shall within Ten (10) days from discontinuance of execution on such account notify the Authority in writing of the cause of delay/discontinuance. The Authority shall verify the facts and grant such extension, if circumstance justify.
- g) The Authority does not assist in getting various registrations and approvals from the Government authorities.

**Termination for contract Event of Default by Agency :** Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Agency, Authority shall be entitled to terminate this contract by issuing a Termination Notice of **30** days in writing to the Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Agency.

**Termination for contract Event of Default by Authority:** Without prejudice to any other right or remedy which Agency may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Authority, the Agency shall be entitled to terminate this contract by issuing a Termination Notice of **90** days in writing to the Authority.

**Payment upon Termination:** If the Contract is terminated because of a fundamental breach of Contract by the Agency, the Authority or its authorized representative shall issue a certificate for the value of damage/loss sustained or for any amount receivable from the Agency. The same shall be paid by the Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.

If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Agency shall issue a certificate for the value of loss, if any, including any other amount remains payable or reimbursable to the Agency shall be payable by the Authority.

**6. RETENTION AMOUNT:**

- a) The Authority will retain 10 % of the amount payable to the Agency on month to month basis out of amount finalised and agreed on to be paid to the Agency by APICOL towards “Retention Amount” as a security against non-performance of the assignment.
- b) However, the Retention Amount so retained over a period of every 6 months, can be released to the Agency at a time during the succeeding month after expiry of each 6 months period, subject to satisfactory progress & performance both on monthly as well as overall performance cumulatively till end of the last 6 months period, for which the release of Retention Amount is under consideration. For this purpose, the progress and performance will be evaluated by APICOL or any other third party so entrusted by APICOL in accordance with the final output and deliverables as indicated at Para-11.
- c) The monthly Retention Amount for the last 6 months within the contract period of 3 years or for the extended period, if any can only be released at the end of contract that too only after ensuring satisfactory performance of the assignment, as per evaluation to be carried out by APICOL or any other third party so entrusted by APICOL in accordance with final output and deliverables.
- d) However, the release of Retention Amount shall be further subject to the Authority’s right to receive or recover amounts, if any, not only during release of



Retention Amount after expiry of each 6 months but also within a further period of 90 days after completion of Contract. However, non-performance/non-compliance/failure in meeting the assigned targets within the period of contract, balance Retention Amount lying pending for release or release of same has been ruled out altogether for a breach or non-performance of the contract, such retention amount will be forfeited as a penalty for non-performance.

**7. OBLIGATION AND RESPONSIBILITIES OF AGENCY:**

- a) The Agency shall perform the services and carry out its obligations as per the Scope of this assignment mentioned at 1 above, under this contract with due diligence and efficiently, in accordance with generally accepted techniques and practices used in the industry and with professional engineering and training/consulting standard recognized by national/international professional bodies and shall observe sound management practice. It shall employ appropriate advanced technology and safe and effective methods. The Firm shall always act, in respect of any matter relating to this Contract, as faithful advisors to APICOL and shall at all times, support and safeguard APICOL for legitimate interests. The Agency shall also abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country.
- b) The Agency shall have complete charge of its personnel in performing the services under the assignment from time to time. The Agency shall be fully responsible for the services performed by it or any of its personnel on behalf of the Agency.
- c) The Agency shall support and coordinate with APICOL, the Authority in designing and conducting selection process for final selection of prospective AEs.
- d) The Agency shall assist in preparation of both general as well as specialized training modules and materials as per the planned activities.
- e) The Agency shall organise and conduct training by hiring resource persons.
- f) The Agency shall establish and set up AE-hub and build requisite ecosystem to support AEs to establish their enterprises.
- g) The Agency shall create incubation mechanisms and provide hand holding support to AEs.
- h) The Agency shall develop materials for publication of information, education and communication.
- i) After training, the Agency shall support AEs to prepare Business plan and assist and guide them in obtaining required licenses from the Government for carrying out the activities. However, APICOL may assist in mobilizing finances/credit facilities from Bank and any other assistance from Government under various schemes as available including for assets e.g. Poly-nursery, Agri- mechanization, fisheries & ARD activities etc).

- j) In case of failure to complete the work within the specific period (including extension of time, if any granted) or violation of any terms and conditions, APICOL shall be at liberty to cancel the contract.
- k) In case of any force majeure, the Agency shall inform in writing explaining the cause and seek any extension in executing the work.
- l) No TA/DA or any other expenses shall be claimed by the Agency or its representative/Personnel and the Agency has to meet the same on its own.
- m) The Agency automatically agrees with APICOL for honouring all aspects of fair trade practices in executing the work orders placed by APICOL.
- n) In the event the Agency is taken over/bought over by another company, all the obligations under the agreement with APICOL should be passed on to the new company for compliance by the negotiation for their transfer.
- o) The Agency shall carry out all of its responsibilities till the 1000 AEs, as planned, successfully establish their own ventures and discharge all of their critical functions as outlined in the Scope of Work as enumerated at Para-1 and serve as a single solution/resource point in catering the needs of around 2 lakh small and marginal farmers in furtherance of objectives of this assignment, as envisaged under the "Agriculture Entrepreneurship Promotion Scheme-2018 of Government of Odisha.
- p) The Agency has to perform in line with the milestone indicated at Output and Deliverables vide Para-11.
- q) If the Contract is terminated, the Agency shall stop execution of this assignment immediately and handover all the materials, which might have been handed over by the Authority for execution including any approvals.

## 8. **OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY**

- a) The Authority shall provide requisite office space to the Agency in its office (Head Quarter) for establishment and functioning of the AE-Hub along with requisite furniture & fixtures and hardware.
- b) APICOL shall spare its officials for consultation purposes, identify and furnish the relevant data and documentation for the Agency's information and use.

- c) The Authority shall bear all the cost and allied expenses in preparation of training materials, issue of advertisement for selection of AEs, cost of training and consolidated honorarium to AEs in meeting their need based expenses during the incubation period of one year after training.
- d) The Authority shall pay or release the total amount per annum as agreed on negotiation for engagement as the Agent for this assignment in 12 equal monthly instalments and the amount due for a particular month be released by 10<sup>th</sup> of the succeeding month after deducting 10% of the amount towards Retention Amount to the Agency to meet its manpower expenses only subject to submission of satisfactory progress report of the preceding month.
- e) On termination of the contract earlier or on completion of the contract period, the end product of the work/assignment carried out by the Agency, in any form, will be the sole property of APICOL.
- f) In the event that the Agency fails to ensure requisite progress at each stage in execution of this assignment including deliverables within the time line indicated in this RFP, Authority within a reasonable time commensurate with the nature of defect or deficiency in execution, shall without prejudice to its rights under this tender including termination thereof, be entitled to suggest remedial measures in streamlining the process of execution and the Agency will be bound to ensure the same at its own risk and cost. However, in case any amount is incurred by the Authority for the same, the amount so incurred will be deducted from the amount payable to/recoverable from the Agency.
- g) The Authority shall assist in getting various registrations and approvals from the Government authorities.
- h) The Authority on being notified by the Agency in writing the cause of delay/continuance of execution of this assignment by the agency on account of an event of force majeure, the Authority on verification of the facts may grant extension, if the circumstances, so justify.

9. **OTHER GENERAL TERMS AND CONDITIONS**

- a) At the commencement of the contract, the Agency has to deploy a term of requisite personnel and maintain the same team/individual till the completion of the Assignment. In the event of one of the members of the team leaving the Partner Agency, a professional with identical/ similar profile is required to be deputed/replaced with prior consent of APICOL. All related events shall be reported to the department prior to any decision being taken by the Partner Agency.
- b) No other charges shall be incurred by APICOL other than those specified herein and the party shall be responsible for any other expenses in meeting the statutory requirements of the personnel deputed for carrying out the activities to accomplish the objective & scope of the Scheme. Payment shall be released subject to acceptance of deliverables & certification of milestones as per terms & conditions stipulated by APICOL.

10. **REVIEW & MONITORING OF PROGRESS AND REPORTING**

**Review :**The Authority or any of its authorized representative(s) shall have the absolute right at its own discretion and intervals, as may be deemed fit, or periodically to inspect all the activities being carried, documents, quality check, statutory compliances, if any etc. The authorized representative shall make a report of such inspection stating in reasonable detail the defects or deficiencies, problems in execution of the assignment, if any and suggest the Agency with reference to any improvement that may be necessary for execution of the assignment more efficiently in achieving the objectives of the Scheme.

**Reporting Requirement:** During contract Period, the Agency shall, not later than 5 days after end of every month, furnish to Authority a report on the progress in execution of the assignment. Any other report as may be required by the authorized representative of the Authority periodically, from time to time shall also be furnished and the same may be decided with mutual consent and arrangement. In addition, the Agency will be responsible to furnish any data/report on execution of this assignment, as may be necessary from time to time and sought by the government from time to time.

**11. OUTPUT AND DELIVERABLES:**

The Agency must deliver and achieve the following milestones of the project. The Authority shall have every right to suitably amend or modify the deliverables during the course of the assignment. The Agency will be under obligation to furnish two copies of all the above reports along with soft copy (MS word, Excel, PDF) of the report for review.

<b>S No</b>	<b>Stage of Progress</b>	<b>Time Period</b>
1.	70% of qualified AEs are Providing services to at least 100 farmers on agriculture and allied activities	At the end of the project
2.	70% of the AEs are earning at least Rs. 2.00 Lakh per annum from the activity and 10% will earn in the range of Rs.6.00 lakh in a sustained manner	At the end of the project (Milestones in between)
3.	70% of the AEs have scored above 50% after the training	After completion of the training
4.	60% of the farmers have increased income (30 % increase) and increased productivity of around 2 lakh households (Small & Marginal farmers) because of such services	At the end of the project (Milestones in between)

12. **SETTLEMENT OF DISPUTES:**

- a) In the event of any dispute or differences arising under these conditions or any special conditions of the contract in connection with this contract, the same shall be referred to Principal Secretary, Department of Agriculture and Farmers' Empowerment for final decision and the same shall be binding on all parties.
- b) APICOL and the Agency shall make every effort to resolve amicably through direct negotiation any disagreement or dispute arising between them. In case, any dispute arises between parties on aspects covered by the agreement to be executed, or the construction or operation thereof, or the rights, duties or liabilities under these except as to any matters the decision of which is specially provided for by the general or the special conditions, shall be governed in all respects by the provision of the Indian Arbitration and Conciliation Act, 1996 or later and the rules there under and any statutory modification or re-enactment, thereof. The arbitration proceedings shall be held in Odisha, India.

13. **STANDARD OF PERFORMANCE**

The Agency shall perform the services and carry out its obligations under the contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Agency shall always act in respect of any matter relating to this contract as faithful associate and advisor to APICOL. The Agency shall always support and safeguard the legitimate interests of APICOL in any dealings with any third party. The Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Partner Agency shall conform to the standards laid down in the RFP in totality

14. **TAXES AND STATUTORY COMPLIANCE**

The Agency has to take care of all GST, stamp duty for registration, and other statutory compliance for the employees as per prevailing rules and labour laws, including any charges and levies for obtaining various certificates related to execution of this assignment.

15. **SUB-CONTRACTING**

The Agency shall itself perform its obligations under this assignment and shall not assign or transfer or sub-contract any of portion/part of this assignment, its rights and obligations under this agreement to any third party without the prior written permission from competent Authority, i.e, APICOL.

16. **GOVERNING LAWS AND JURISDICTION**

The Contract shall be construed and interpreted in accordance with and governed by the laws and procedures established by Government of India within the framework of applicable legislations and enactment made from time to time. The Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Contract.

Signature of Authority

Signature of Authorised Representative of Agency

(Name & Designation with Seal)

(Name & Designation with Seal)

Witnesses:

For APICOL

1)

2)

For AGENCY

1)

2)