



**REQUEST FOR PROPOSAL (RFP) FOR**

**Selection of an Agency as  
Project Management Unit (PMU) for Overseeing Effective  
Implementation of Bihar State Crop Assistance Scheme (BSCAS)**

**Co-operative Department, Govt. of Bihar  
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## **NOTICE INVITING TENDER**

**FOR**

### **Selection of Agency as Project Management Unit (PMU) for overseeing effective implementation of Bihar State Crop Assistance Scheme (BSCAS)**

Co-operative Department, Govt. of Bihar invites Technical and Financial Proposals from eligible consulting agencies of national and international repute to support inestablishing a Project Management Unit (PMU) in the Department. This PMU would support the Department in effective implementation of Bihar State Crop Assistance Scheme (BSCAS). The Request for Proposal (RfP) document towards the same can be downloaded from the website [http:// cooperative.bih.nic.in](http://cooperative.bih.nic.in) from June 15, 2018 to June 25, 2018.

Response to this RFP shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties has been elaborated in the bid document.

**Co-operative Department, Govt. of Bihar, Patna  
2nd Floor, Vikas Bhawan, New Secretariat,  
Bailey Road, Patna-800015, Bihar**

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## 1. FACT SHEET

Sl.	Particulars	Details
1.	Tender Title	Request for proposal for selecting an Agency as Project Management Unit (PMU)
2.	Name of the advertiser	Registrar, Cooperative Societies, Bihar
3.	RFP / Tender Availability	Date: 15/06/18 to 25/06/2018
4.	Pre- Bid meeting	Date: 25/06/18 <b>Venue:</b> Chamber of Registrar, Cooperative Societies Bihar 2nd Floor Vikas Bhawan, Bailey Road Patna.
5.	Date & time of receipt of tender Document	11:59 hours Date: 16 July, 2018
6.	Date & Time of opening technical Bid	15:00 hours Date: 16July, 2018
7.	Date & Time of opening financial Bid	To be intimated to the technically successful bidders.
8.	Letter of Award to the successful bidder	Date: 16 August 2018
9.	Commencement of PMU Activity	Date: September 2018
10.	Cost of Tender (Demand Draft)	INR 5000 (Rupees Five Thousand only)
11.	Earnest Money Deposit (EMD) in the form of Demand Draft issued by any Nationalized Bank/ Scheduled Commercial bank	INR 5,00,000 (Rupees Five Lakh only)
12.	Performance Guarantee	5% of the total professional fee From successful bidder
13.	Website for Tender Documents	<a href="http://www.cooperative.bih.nic.in">http://www.cooperative.bih.nic.in</a>
14.	Method of Selection	QCBS

### Note:

1. Department reserves the right to change any schedule of bidding process. Please visit Department website mentioned in document regularly for the same.
2. Proposals must be received not later than time, date and venue mentioned in the Fact Sheet. Proposals that are received after the deadline will not be considered in this procurement process.

**Registrar**  
**Cooperative Societies,**  
**Bihar, Patna**  
**2ndFloor, Vikas Bhawan,**  
**New Secretariat, Bailey Road, Patna-800015, Bihar**

## 2. INTRODUCTION

Bihar is vulnerable to a number of natural disasters like flood and drought in varying degrees. In view of such adverse natural weather conditions, significant loss in crop yield is observed. Bihar State Crop Assistance Scheme (BSCAS) aims to make financial assistance available to the affected farmers in order to support them for the next cropping season; ensure their income continuity, through adversities and augment their income so that agriculture could develop as a profitable venture in the state.

## Features

The scheme will be implemented in all the districts of Bihar. The scheme will cover all the raiyyat and non-raiyyat farmers. Implementation of the scheme is time bound and all procedures would be carried out differently for *Kharif* and *Rabi* seasons. Other key features of the scheme are as follows:

- Season wise, online registration of the willful farmers on the Department portal would be necessary and this 'online registration' would be treated as the application under BSCAS.
- The estimation of yield would be done basis crop cutting experiments (CCEs) conducted by the Directorate of Statistics & Economics. Losses in yield would be determined on the basis of difference between actual yield rate as a result of crop cutting experiments compared with threshold yield; at 70% indemnity level.
- The threshold yield would be derived as a 7 year average of yield (barring the disaster years notified by the state) at a particular area multiplied by the indemnity level i.e. 70%.
- In case of losses up to 20%, permissible assistance will be INR 7500/hectare and for losses more than 20% it will be INR 10000/hectare; capped to a maximum of 2 hectares in each case.
- Payment to farmer beneficiaries will be done via NEFT/RTGS payment system routed through cooperative banks.
- All procedures starting from registration, data verification, crop cutting practices, data validation of actual yield and threshold yield would be carried out for both *Kharif* and *Rabi* seasons every year in a time-bound manner.
- A separate toll- free number supported by a call center would be maintained for grievance handling of stakeholders in this regard to ensure smooth implementation of the scheme.

## Project Management Agency/Unit (PMA/PMU)

For effective rolling out of the scheme, it is planned that the PMA/PMU would be in place by September, 2018 for **three years/thirty six months. (3 years/36 months)**. This PMU would provide seven key resource persons and four support staff in Patna. It is expected that the selected PMU with its wide array of expertise, will bring a more holistic perspective of Overseeing Effective Scheme Implementation. It will support the Department of cooperative in effective monitoring, impactful implementation and oversee grounding of the scheme.

## 3. REQUEST FOR PROPOSAL

The Cooperative Department, Govt. of Bihar is issuing this Request for Proposal (RFP) for selection of an Agency for setting up a 'Project Management Unit (PMU) for Overseeing Effective Implementation of Bihar State Crop Assistance Scheme' for a period of **3 Years/36 months**. Detailed procedure for submission of bid along with the bid process has been given at **Annexure-I**. The prescribed format for submission of BID is at **Annexure-II**. Draft MOA is at **Annexure-III**, which is to be executed by the successful Bidder after selection.

## **EARNEST MONEY DEPOSIT**

The bid must be accompanied by a refundable Earnest Money Deposit (EMD) of **INR 5,00,000** /- (Rupees Five Lakh only) and a non-refundable Bid-document Processing Charges of **INR 5,000/-** (Rupees Five Thousand only) separately in the form of Demand Drafts or Bank Guarantee drawn in favor of “**Registrar, Cooperative Societies, Bihar**”, payable at Patna. After selection of the suitable applicant for appointment as PMU, the amount of EMD shall be refunded to the unsuccessful Bidders. The EMD of the successful Bidder would be retained by DoC till completion of the assignment.

## **SCOPE OF WORK**

- i. The overall role of the PMU would be to oversee the scheme implementation and lead to successful grounding of the BSCAS including providing ITES, Call Centre and other related services.
- ii. PMU would be responsible for facilitating online registration of farmers which will be treated as the application from farmers.
- iii. Web based Validation of data such as Aadhar, Cultivable Land, Sown area and other relevant information useful for scheme implementation.
- iv. Coordinate with Directorate of Statistics & Economics for conducting time-bound Crop Cutting Experiments and entry of CCE data for BSCAS implementation.
- v. Derive threshold yield of crops for every season and make it available for timely calculation of crop loss for assistance under the scheme.
- vi. PMU would conduct data validation for CCE yield, comparison of actual yield estimated through CCE vis-à-vis threshold yield; leading to estimation of surplus or deficit.
- vii. PMU would help in developing Management Information Systems (MIS) for data storage, mining and validation and concurrent monitoring of the project objectives.
- viii. PMU would also be responsible for development of suitable applications, data storage at Server end, analysis of accuracy of data using modern analytical tools, security audit etc. as per the requirements of the scheme implementation.
- ix. Facilitate in forecasting crop yields of different field crops basis the existing varietal, agronomic and agro-ecological parameters.
- x. Facilitate interdepartmental coordination and ensuring overall efficient implementation of scheme.
- xi. PMU would coordinate for efficient execution of works assigned as per scheme guidelines at block level coordination committee and district level coordination committee.
- xii. Any other work related to successful implementation of the scheme.

## **ELIGIBLE AGENCIES**

The agencies intending to Bid for selection for PMU shall fulfil the following eligibility conditions:

- a) Should be a reputed Institution/Company/Consulting Firm/Organization (Corporate House) with a track record of providing consulting/advisory services in Agriculture, Food Processing and Cooperative for more than ten years in India. The Agency should submit relevant proofs to that effect. Agencies with international experience would be preferred.
- b) Should have a minimum annual turnover of Rs.25.00 crores from consulting/advisory during each of the last three years. The audited copy of the financial statements should be submitted.
- c) Should have worked as PMU/PMA (Project Management Unit/Agency) in Agriculture/ Horticulture/ food processing projects and/ or schemes with respect to State / Central government programs and/or schemes in the country in the last five years. Documentary evidence in form of signed work orders / agreements should be submitted.

- d) Should have undertaken minimum three Agri/ Horticulture/ Cooperative/ Food processing related long term projects (more than 1 year) for the State/Central Government in the last five years. Documentary evidence in form of signed work orders/ agreement should be submitted.
- e) Any entity which has been barred by the Central / State Government in India, or any entity controlled by them, from participating in any project, and the bar subsists as on the date of proposal, would not be eligible to submit a proposal. An undertaking in this regard needs to be submitted from the bidding firm.

## KEY PERSONNEL

The Consultancy Team shall consist of the following Key Personnel:

### 1. Team Leader (1)

- S/He should be an MBA in Agribusiness Management / Masters in Economics with graduation in Agriculture with professional experience of more than 10 years. Expert should also have experience of working with a bank.
- S/He should have the experience of leading at least 5 projects as a Team Leader/Project Manager; with central/state government or related authority/body of the government.<sup>1</sup>
- The expert should have experience in managing at least 3 projects related to program management and monitoring of schemes with state/central governments.
- Should also have worked with GoB on at least one long term Agriculture/Horticulture/ Cooperative project on a PMU/PMA mode and also have thorough understanding of existing agriculture scenario of Bihar.
- S/He should have been associated with the consulting organization (bidder) for minimum 5 years.

### 2. Finance/Banking sector expert (1)

- S/he should be an Agriculture Graduate with MBA / PGDM in Agribusiness Management.
- Should have professional experience of more than **5 years** with minimum **2 years** of experience of working with any public / private sector bank in agriculture / rural banking space.
- S/he should have extensive experience of working in projects dealing with Priority sector lending, commodity based finance, client relationship management in agriculture / agribusiness.
- The expert should have experience of implementing at least 2 Agriculture based projects/ schemes/ programs with state / central Govt. / International Development Agencies in the last three years.
- Should have undertaken at least 3 monitoring and /or assessment assignment with large client/central government/state government/government body.
- Should be associated with the consulting organization (bidder) for at least **2 years**.

### 3. IT Expert (2)

- S/He should be a graduate degree in Computer Science / Information Technology/and an MBA or equivalent. (PGDM).
- The expert should have professional experience of minimum **5 years** and in association with the consulting organization (bidder) for at least **2 years**.
- S/he should have experience in at least **3 (three)** assignments in PMU/PMA role.
- Should have **minimum 3 years** of experience in implementing an MIS solution for a Govt. client.
- S/He should be having experience of working with Government of Bihar.

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<sup>1</sup> Team Leader should attach a self-certified letter attesting to having the requisite leadership experience

- Should have experience of working in large projects related to registration of data, MIS, database management; adept with software for handling large data sets, etc.

#### 4. Agriculture/Agronomy Expert (1)

- S/He should be an Agriculture Graduate and have an MBA (Agribusiness Management) with professional experience of **minimum 5 years**..
- S/He should be associated with the consulting organization (bidder) for **at least 2 years**.
- Should have experience of conducting field demonstrations for crop productivity and trials with adequate understanding of crop agronomy and farm management.
- Should also have experience of working in at least one project related to monitoring/evaluation/impact analysis of any state/central government scheme/project in agriculture.
- S/he should also have worked in PMA/PMU arrangement - on **at least one** agriculture/horticulture/food processing related assignment for a minimum period of one year.; in areas related to scheme roll out and/or implementation

#### 5. Database Management and Data Analysis Expert (2)

- S/he should be an Agriculture Graduate with MBA in agribusiness management with professional experience of **at least 5 years**.
- Should have in-depth knowledge of agriculture scenario of Bihar related to cropping pattern, farmer data, agriculture markets, etc.
- Should have hands-on experience of handling farmer data (**more than 1, 00,000** farmers) for preparing MIS across the Agri-value chain activities. Should be capable of handling and analyzing large farmer data sets.
- Should be adept in farmer data management on web – based portal and capable of deriving reports on multiple farmer parameters.
- Should have experience of working in Bihar or similar states for a **minimum** period of **one** year on a long term agriculture/horticulture/cooperative assignment.

#### Support Staff (4)

- Team of experts would be supported by **four** resource persons who are technically and educationally qualified with minimum **two years** professional experience. Specific educational qualification are mentioned below:-

Support Staff	Required Qualification
Documentation	<ul style="list-style-type: none"> <li>▪ Graduate in any discipline</li> <li>▪ Post Graduate degree/diploma in Business Administration (MBA)</li> </ul>
IT (Information Technology)	<ul style="list-style-type: none"> <li>▪ B Tech in Computer Science / Information Technology</li> </ul>
Banking	<ul style="list-style-type: none"> <li>▪ Graduate in any discipline</li> <li>▪ Post Graduate degree/diploma in Business Administration (MBA)</li> <li>▪ Experience of working with banks</li> </ul>
Agronomy/Agriculture	<ul style="list-style-type: none"> <li>▪ Graduate in Agriculture</li> <li>▪ Post Graduate degree/diploma in Agribusiness Business Management (MBA)</li> </ul>



**Consulting team should comprise of in-house specialists<sup>2</sup> only, but no external consultants or consortia of firms / agencies are permissible.** CVs of only above mentioned in-house personnel will be considered for technical evaluation. In case of replacement of team member, if necessary after the appointment of PMU, the substituted person should have equal or higher qualification. The same should be done after due written permission of the concerned officer at DoC.

## BID EVALUATION

As the technical capability and experience of the agency is important for a project of this size and nature, the Agency will be selected based on combined Techno-Commercial evaluation of the proposal in the ratio of 70% (Technical) and 30% (Commercial). The Financial bids will be evaluated on a score of 0 to 30 . L1 will get 30 marks and the others will get marks in proportion to the lowest Bid. The technical Bid will be evaluated on a scale of 100, and the break up for each criterion would be as follows:

Sl.	EVALUATION CRITERIA	MAXIMUM MARKS
<b>1. 1.</b>	<b>Minimum Annual Turnover from consulting/advisory over the last three years</b>	<b>10</b>
	Turnover more than Rs. 51 crores for each of the last three years	10
	Turnover more than Rs. 26-50 crores for each of the last three years	5
	Turnover up to Rs. 25 crores for each of the last three years	2
<b>2. 2.</b>	<b>Past experience of working as a Project/Programme Management Unit/Agency (PMU/PMA) in Agri/Horticulture/ food processing programmes/ schemes with Central and/ or State Government/ bilateral or multilateral international funding agencies.</b>	<b>15</b>
	3 marks for each assignment mentioned with max marks 15	
<b>3. 3.</b>	<b>CVs and Experience of key personnel(CVs of support staffs would not be considered for evaluation; however they must be submitted with the bid and be considered for financial calculations)</b>	<b>55</b>
	Team Leader (10 years exp.)- 1 expert	10
	Finance/Banking sector expert (5 years exp.)- 1 expert	8
	IT expert (5 years exp.)- 2 expert	16
	Agriculture Expert (5 years exp.)- 1 expert	8
	Data Management and/or analysis expert (5 years exp.)- 2 expert	13
<b>4. 4.</b>	<b>In-house strength of agriculture/agribusiness professionals in the firm<sup>3</sup></b>	<b>10</b>
	More than 25 in-house experts	10
	11-25 in-house experts	5
	Up to 10 in-house experts	3
<b>5. 5.</b>	<b>Approach and Methodology for completing the assignment</b>	<b>10</b>

<sup>2</sup> In- house specialists mean those experts who are associated with the firm on permanent employment basis and not on contract / ad-hoc basis;

<sup>3</sup> Consulting firms would have to produce HR certificate in the format attached at Annexure V as a proof of having in house experts.

Only after ensuring presence of all documents in the envelope containing Earnest Money Deposit (EMD), the second envelope containing Technical Proposal will be opened.

The Financial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

- 1) EMD Envelope
- 2) Technical Proposals
- 3) Financial Proposals

Only for bidders scoring more than **75% marks** in the technical proposal; financial evaluation would be considered.

Financial evaluation will be carried out and each Financial Proposal will be assigned a financial score (SF). For financial evaluation, the total cost excluding service tax given in the Financial Proposal will be considered. The Evaluation Committee will determine if the Financial Proposals are complete.

The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the team to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Consultant. The lowest financial proposal (FM) will be given a financial score (SF) of 100 points.

The financial scores of other proposals will be computed as follows:

$$SF_x = 100 * FM / F$$

Where; (F = amount of Financial Proposal)

Combined Technical & Financial Evaluation: Proposals will finally be ranked according to their combined technical (STx) and financial (SFx) scores as follows:

$$S = ST_x T_w + SF_x F_w$$

An evaluation committee involving officers of DoC under the chairmanship of Registrar would be formed to undertake the evaluation and selection process of PMU.

**Registrar**  
**Cooperative Societies,**  
**Bihar**  
**Patna 2nd Floor,**  
**Vikas Bhawan,**  
**New Secretariat,**  
**Bailey Road,**  
**Patna-800015, Bihar**

## Annexure-I

### 4. Bid Process

#### Bidding Procedure

The agency fulfilling the eligibility conditions as laid down in Section 3.3 in this RFP shall submit the Bids in three separate covers (as per the format given in Annexure II), as follows:

**Cover (A)** would include the Technical Bid i.e. the proposal and documents in support of the eligibility conditions as mentioned above.

**Cover (B)** would include the Financial Bid.

**Cover (C)** would include the EMD and Bid Processing Fees.

#### Submission of Bids

The envelopes should be super-scribed as **“Request for Proposal for selection of Project Management Unit (PMU) for overseeing effective implementation of Bihar State Crop Assistance Scheme–Technical Bid/Financial Bid”** (*as the case may be*). EMD and Bid Processing Fee should be submitted in a separate small envelope clearly marked **“EMD and Bid Processing Fees”**.

The three envelopes (Technical Bid, Financial Bid, EMD and Bid Processing Fees) should be enclosed in a large cover enveloped super-scribed as **“Request for Proposal for selection of Project Management Unit (PMU) for overseeing effective implementation of Bihar State Crop Assistance Scheme”**.

Every sheet and all forms complete in all respect shall be signed by the person / persons duly authorized to sign on behalf of the applicants. Any/ all corrections made in the offer shall be duly authenticated by the signature of the authorized signatory.

### 5. Terms of Payment

Payment of professional fee will be made on quarterly basis upon the submission of an invoice backed by Quarterly Progress Reports outlining the areas covered in Section 2 of Annexure III of RFP. Payment of professional fees would be made within two weeks of submission of invoices.

### 6. Penalty Clause

For non-performance, the following penalties (all or any one) may be imposed on the selected agency:-

- Forfeiture of Bank Guarantee in case of any midway unilateral withdrawal from the assignment.
- On account of circumstances beyond the control of the PMU like natural calamities and any other unforeseen events and upon formal notification, the Department may give time to the PMU to complete the activities and in such a case will not hold up the payment that is due for a particular month.

The maximum penalty in any such case/s would be limited to 10 percent of the total contract value or fee paid till the time, whichever is lower.

## **7. Period of the Assignment**

The tenure of assignment / contract would be for a period of 3 Years/**36 months** from the date of signing of this agreement.

## **8. Performance Security Deposit**

After selection of suitable applicant in PMU, the amount of EMD shall be refunded to the unsuccessful bidders. The EMD of the successful Bidder shall be retained by Cooperative Department, Govt. of Bihar till the completion of the assignment. In addition, performance security shall be obtained from the selected agency in the form of bank guarantee to the tune of 5% of the contract value. Performance security in the form of bank guarantee shall initially be valid till the end of this agreement and in case the assignment extends beyond the period, the validity of the bank guarantee shall be suitably extended.

## **9. Validity of Bid**

The application Bid shall be valid for a period of 180 days from the last date of submission of application.

## **10. Withdrawal/Amendment to Bid**

At any time prior to the last date of receipt of Bids, the Department, (at own discretion/on clarification received by bidder), modify the RFP document by an amendment. In order to provide reasonable time to the prospective Bidder in which to take the amendment into account in preparing their Bids, the Department may at its discretion, extend the last date for receipt of Bids and/or make other changes in the requirements set out in the invitation to RFP. The Department reserves the right to withdraw the RFP at any stage without any liability or any obligation for such withdrawal, without assigning any reasons.

## **11. Rejection of Application/Bid**

- The application / Bid for appointment as PMU is liable to be rejected, if it is
- Not received in proper sealed cover with superscription as indicated above.
- Not in prescribed form and not containing all required details/ information/ documents.
- Not properly signed.
- Received after the due date and time.
- Received by telex, fax, telegram or e-mail.
- Received without cost of Bid document and EMD.

## **12. The DoC reserves the right to:**

- a) Reject any/all application/(s) without providing any reasons thereof.
- b) Relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of the Department of Cooperation (DoC) and the objective of the scheme without assigning any reasons thereof.
- c) Include any other items in the Scope of Work at any time after consultation in the pre-Bid meeting or otherwise during the course of implementation of the scheme.

## Annexure – II

### Bid Letter Pro-forma

To Registrar,  
Cooperative Societies, Bihar  
Vikas Bhawan,  
Patna – 800015  
Bihar

**Sub: Selection of Agency in Project Management Unit (PMU) for overseeing effective implementation of Bihar State Crop Assistance Scheme (BSCAS).**

Sir,

The undersigned having read and examined in detail all the BID documents for selection of agency as **Project Management Unit (PMU)** for the overseeing effective implementation of above mentioned programme of DoC:

#### 1. Technical Bid:

Name of the Consultancy Agency (Bidder)	
Address	
Name of the contact person for all communication regarding this Bid	
Designation	
Address of the contact person	
Telephone (with STD code)	
Mobile No.	
E-mail	
Fax No. (with STD code)	

#### Documents forming part of the bid

##### (a) Technical Bid:

- EMD and Bid processing fee
- Applicant's Technical and Financial Proposal

Firm / company profile.

- Certified copy of Certificate of Incorporation of the Applicant.
- Authenticated copy of audited balance sheet and income statement for last three years in support of annual turnover (as on 31.03.2018).
- Details of the assignments executed during the last five years for the Central/ State Government highlighting project/program management related assignments of long term nature. Certified copies of signed agreements should be enclosed in support. Description of each assignment to be limited to 250 words each.

- Details of the assignments executed during the last five years for the Government of Bihar, its undertakings/PSUs. Certified copies of the signed agreements should be enclosed in support. Description of each assignment to be limited to 250 words each.
- Details of the assignments related to agribusiness sector. A copy of the signed agreements, letter from the concerned department to be enclosed in support. Description of each assignment to be limited to 250 words each.
- Any other relevant documents in support of the eligibility criteria (the documents carrying various financial details should be certified by Chartered Accountants.)
- Curriculum Vitae (CVs) of the Key Personnel proposed to handle the assignment. Each CV should not exceed **four** A4 sized sheets.
- Self-certified copies of educational qualifications mentioned in the CV should be produced for every proposed expert by the firm.
- Approach and methodology for completing the assignment. (Not to exceed **six**A4 size pages).
- Any other relevant documents

**(b) Financial Bid:**

*(On the Letterhead of the Consultant)*

Sub: **Selection of Agency in Project Management Unit for DoC.**

Having gone through the RFP document and having fully understood the scope of work for the Study as set out in these documents; we are pleased to quote the following Professional fees for the Assignment:

<b>In figures</b>	
<b>In words</b>	

Any overwriting in the Bid documents must be authenticated by the authorized signatory of the applicant agency.

Yours faithfully  
(Signature of the applicant)

(Name) Date-----  
Place-----

## Annexure III

Stamp Paper of Rs. 1000

### Draft Memorandum of Agreement

This Agreement has been entered into at Patna this .....th day of ....September, 2018

#### Between

(M/s ABC) incorporated in India under the ..... and having its registered / head office at .....  
(Hereinafter referred to as '.....' or "FIRST PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and permitted assignees of the FIRST PARTY.

#### AND

The Governor of Bihar acting through the, DoC, having its office at (hereinafter referred to as "DoC" or "SECOND PARTY") which expression shall unless repugnant to the context of meaning thereof include its successors and assignees of the SECOND PARTY. WHEREAS FIRST PARTY (M/s ABC) is.....

#### WHEREAS SECOND PARTY:

- (A) Cooperative Department and Registrar Cooperative Societies, GoB is entrusted with implementation of Bihar State Crop Assistance Scheme (BSCAS).
- (B) The basic objective of DoC is to provide financial assistance to farmers in cases of crop losses due to vagaries of weather or natural calamities.
- (C) To facilitate implementation of the crop assistance scheme in the State of Bihar, DoC has decided to select the services of an agency to work in Project Management Unit (PMU) for Overseeing Effective Implementation of the Bihar State Crop Assistance Scheme of the government.

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

##### (1). DEFINITIONS

- (a) "Approval" means approval in writing by designated officers of DoC.
- (b) "Force Majeure" means any event or circumstance or combination of events or circumstances which prevents the party claiming Force Majeure (the 'Affected Party') from performing its obligations under this MOU and which event or circumstance (i) the Affected Party has been unable to overcome such circumstance or event by the exercise of due diligence and reasonable efforts, skill and care. Such events or circumstances shall include, without limitation, the effect of any natural element or other acts of State of God including, but not limited to, fire, flood, earthquake, lightning, cyclone, landslides or other natural disasters, strikes or other industrial disturbances, war,

riots, civil commotion, terrorist attacks, embargoes, blockades, governmental restriction, intervention of civil, naval or military authorities, change in applicable law.

(c) "Scheme" means centrally Sponsored/ State plan/ central sector/ other scheme for DoC in accordance with guidelines published / to be published by Government of India/ Government of Bihar and includes any amendments thereto.

(d) "Project Management Unit" or "PMU" for purpose of this MOU means ....., appointed as such by the Department for implementing the scheme in the State of Bihar.

(e) "Services" shall have meaning ascribed thereto in clause 2 hereto.

(f) Any other term not defined above, shall have the same meaning as described in the guidelines of the scheme.

## **(2) SELECTION OF AGENCY IN PMU AND SCOPE OF SERVICES**

DoC hereby appoints M/s ABC and M/s ABC hereby agrees to be part of 'Project Management Unit (PMU)' to assist DoC in smooth implementation of the scheme in the State of Bihar ('Services'):

### **SCOPE OF WORK**

- i. The overall role of the PMU would be to oversee the scheme implementation and lead to successful grounding of the BSCAS including providing ITES, Call Centre and other related services.
- ii. PMU would be responsible for facilitating online registration of farmers which will be treated as the application from farmers.
- iii. Web based Validation of data such as Aadhar, Cultivable Land, Sown area and other relevant information useful for scheme implementation.
- iv. Coordinate with Directorate of Statistics & Economics for conducting time-bound Crop Cutting Experiments and entry of CCE data for BSCAS implementation.
- v. Derive threshold yield of crops for every season and make it available for timely calculation of crop loss for assistance under the scheme.
- vi. PMU would conduct data validation for CCE yield, comparison of actual yield estimated through CCE vis-à-vis threshold yield; leading to estimation of surplus or deficit.
- vii. PMU would help in developing Management Information Systems (MIS) for data storage, mining and validation and concurrent monitoring of the project objectives.
- viii. PMU would also be responsible for development of suitable applications, data storage at Server end, analysis of accuracy of data using modern analytical tools, security audit etc. as per the requirements of the scheme implementation.
- ix. Facilitate in forecasting crop yields of different field crops basis the existing varietal, agronomic and agro-ecological parameters.
- x. Facilitate interdepartmental coordination and ensuring overall efficient implementation of scheme.
- xi. PMU would coordinate for efficient execution of works assigned as per scheme guidelines at block level coordination committee and district level coordination committee.
- xii. Any other work related to successful implementation of the scheme.



**(3) RESPONSIBILITIES OF DEPARTMENT OF COOPERATION (DoC)**

(a) Department of Cooperative, Bihar will duly notify and inform all the relevant stakeholders including investors and industry associations, district administration, concerned Ministries / organizations of Government of Bihar , banks and financial institutions about appointment of M/s ABC in PMU.

(b) DoC would provide all necessary facilitating support to M/s ABC in discharge of the services mentioned in para 2 above.

**(4) PAYMENT TERMS**

SECOND PARTY will pay a Quarterly Professional Fee of Rs.....to FIRST PARTY towards carrying out this assignment which will include professional fee, travel, boarding & lodging, communication , service tax and all out of pocket expenses.

**(5) COMMENCEMENT**

M/s ABC shall commence the work immediately on signing of MoU /agreement.

**(6). CO-ORDINATION AND MONITORING**

M/s ABC would coordinate; monitor and guide implementation of projects under Scheme. M/S ABC shall submit Quarterly progress report to DoC on progress and seek inputs, directions and approvals, as the case maybe.

**(7). VALIDITY**

This MOU shall be valid until and unless it is expressly terminated. During validity of MOU, DoC and ..... will take effective steps for implementation of MOU.

**(8). PENALTY**

For non-performance in relation to scope of work related to Second Party, following penalty would be imposed on the Second Party by First Party, until and unless such delay is condoned by DoC for valid and acceptable reasons, after due consideration:

- i. Holding up at 1% (one percent) of fee for each week of delay or part thereof, wherever any deadline is fixed.
- ii. Forfeiture of security.

Provided however, that no penalty shall be payable by **M/s ABC** for delays attributable to DoC and/or project implementing agency and /or occurrence of a Force Majeure event.

## **(9) PERFORMANCE GUARANTEE**

M/s ABC will deposit performance securing bank guarantee equivalent to 5% of the aggregate professional fee amount payable during the period of the agreement.

## **(10). FORCE MAJEURE**

### **(i) Breach of MoU /Agreement**

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

### **(ii) Extension of Time**

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

## **(11). TERMINATION**

**(a) Termination by DoC:** DoC may terminate this MoU, by not less than thirty (30) days' written notice of termination to M/s ABC, to be given after occurrence of any of events specified in paragraphs (i) through (iii) below:

- i. if M/s ABC does not remedy a failure in performance of its obligations under MoU, within sixty (60) days of receipt after being notified or within such further period as DoC may have subsequently approved in writing;
- ii. If M/s ABC becomes insolvent or bankrupt; or
- iii. If, as result of Force Majeure, DoC is unable to perform a material portion of obligations for a period of more than sixty (60) days.

**(b) Termination by Agency selected in PMU:** The agency selected in PMU may terminate this MoU, by not less than thirty (30) days' written notice to DoC Bihar, such notice to be given after occurrence of any event specified below:

- i. If DoC fails to pay any money due to M/s ABC pursuant to this MOU within sixty (60) Days after receiving written notice from M/s ABC that such payment is overdue; or
- ii. If, as the result of Force Majeure, M/s ABC is unable to perform a material portion of Services for a period of not less than sixty (60) days.

(c) The termination of this MoU shall not prejudice or affect in anyway rights and benefits accrued or liabilities and duties imposed on parties of this MOU.

**(12) MISCELLANEOUS CLAUSES**

- a) **M/s ABC** shall notify to DoC of any material change in its status or shareholding, in particular, where such change would impact on performance of obligations under the MoU.
- b) Any failure or delay on part of DoC to exercise right or power under MoU shall not operate as waiver thereof.
- c) Workers, employees, staff or agents engaged or employed by or on behalf of **M/s ABC** shall neither be nor deemed to be worker, employee, staff or agents of DoC under any circumstances what so ever and there is no such agreement for or regarding workers of **M/s ABC** as well as of DoC.
- d) Notwithstanding anything in this MoU, in no event shall DoC be liable under laws of contract, tort, misrepresentation warranty, negligence, and strict liability or otherwise, for any special indirect, incidental or consequential damages (including loss of profit arising out of in connection with this MoU).
- e) Neither execution and delivery by **M/s ABC** of this MoU nor performance by **M/s ABC** of its obligations hereunder will violate, conflict with, or result in breach of, or constitute a default under, any provision of law, statute, rule or regulation or any judgment, order, or decree of any court of governmental body applicable to it, or its articles of incorporation or by-laws.
- f) M/s ABC will own the intellectual property rights in the deliverable created under this agreement, however, DoC will possess a non-exclusive, non-transferable authority to use the deliverables for internal purposes.
- g) The overall liability for claims connected with the services or this agreement (including but not limited to negligence) whether in contract, tort, statute or otherwise is limited to the professional fees paid for the services.

**(13). ARBITRATION**

(a) It is hereby agreed between the two Parties that Project shall be executed in manner and form outlined in this Agreement and Scheme Guidelines. If any dispute or difference of any kind whatsoever arises between Parties in connection with or arising out of or relating to or under this Agreement or under the Scheme, the Parties shall promptly and in good faith negotiate, with a view to reaching an amicable resolution and settlement. In event no amicable resolution or settlement is reached within a period of thirty (30) days from date on which above-mentioned dispute or difference arose, such dispute or difference shall be referred to an Arbitrator who shall be appointed from among a panel of officers of so nominated by the Department of Law, Government of Bihar. The seat of arbitration shall be Patna and arbitration shall be conducted in English language. Arbitration and Conciliation Act, 1996, shall govern arbitral proceedings.

(b) Existence of any dispute or difference or initiation or continuance of arbitral proceedings shall not postpone or delay performance by Parties of their respective obligations under or pursuant to this Agreement. Further, this Agreement shall remain subsisting and operative during the arbitral proceedings and no payment due and payable to either Party shall be withheld except the payment in dispute, if any.

(c) The courts of Bihar alone shall have jurisdiction with respect to arbitration or any other dispute.

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

<b>Signed, sealed and delivered by</b>	<b>Signed, sealed and delivered by</b>
For and behalf of DoC, Bihar	Representative of agency selected in PMU

Witnesses:

1.	
2.	

### Annexure IV

**Format for Curriculum Vitae (CV) of Key Staff (Each CV should not exceed more than four A4 pages)**

Photo	Name:			
	Position:			
Employment Record	Date of Birth:			
	Education:			
	From	To	Company	Position Held
Brief Profile				
Countries of Work Experience				
Languages				
Representative Projects				
Nature of Work:				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				
Nature of Work:				
Year:				
Location:				
Company:				
Position Held:				
Main features:				
Activities Performed:				
Signature			Name:	



