



REQUEST FOR PROPOSAL (RFP)

FOR

**Selection of Agency for
Project Management Unit (PMU) for Implementing Bihar
Vegetable Processing & Marketing Scheme**

**Co-operative Department, Govt. of Bihar
2ndFloor, Vikas Bhawan,
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NOTICE INVITING TENDER

FOR Selection of Agency in Project Management Unit (PMU) for Implementing Bihar Vegetable Processing & Marketing Scheme

Co-operative Department, Govt. of Bihar invites Technical and Financial Proposals from consulting agency of national and international repute to support the Government of Bihar for providing consultancy and advisory services in setting up a Project Management Unit (PMU) in the Department.

The document can be downloaded from the website <http://www.cooperative.bih.nic.in> from January 20, 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

Table of Contents

1. FACT SHEET	4
2. INTRODUCTION	5
3. REQUEST FOR PROPOSAL.....	6
Annexure-I.....	12
Annexure – II.....	14
Annexure III.....	17

1. FACT SHEET

Sl. No.	Particulars	Details
1.	Tender Title	Request for proposal for selecting an Agency in Project Management Unit (PMU)
2.	Name of the advertiser	Registrar, Cooperative Societies, Bihar
3.	RFP / Tender Availability	Date: January 20, 2018
4.	Pre- Bid meeting	Date: January 25, 2018 Venue: Chamber of Registrar, Cooperative Societies Bihar 2 nd Floor Vikas Bhawan, Bailey Road Patna
5.	Date & time of receipt of tender Document	15:00 hrs Date: February 12, 2018
6.	Date & Time of opening technical Bid	15:00 hrs Date: February 15, 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: February 25, 2018
9.	Commencement of PMU Activity	Date: March 01, 2018
10.	Cost of Tender (Demand Draft)	INR 5,000 (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	http://www.cooperative.bih.nic.in
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 2nd Floor, Vikas Bhawan,
New Secretariat, Bailey Road,
Patna-800015, Bihar

2. INTRODUCTION

Bihar has an abundant source of Agri natural resource with fertile Gangetic plains. Bihar has consistently been ranked amongst top five vegetable producing states. In 2015-16, the total production of vegetables was 142.84 lakh tons. The vegetable market is unorganized and the commodity is highly perishable in nature resulting in low return to the farmers. The vegetable value chain is marred with lack of processing / handling facilities and inefficient supply chain infrastructure which in turn leads to reduced realisation to farmers.

The Government of Bihar has initiated a scheme for marketing and processing of vegetables in the state. The scheme is named as **Bihar State Vegetable Processing and Marketing Scheme**. The main objective of the scheme is to establish Virtuous Cycle for vegetable producers and consumers through the medium of cooperative societies. This scheme is intended to ensure remunerative price to the vegetable producers on the one hand and provide quality vegetable products at competitive rate to the consumers on the other. The specific objectives of the scheme are:

1. To make the vegetable supply chain effective;
2. Minimize the post-harvest losses;
3. Value addition in the vegetable sector;
4. To meet the challenges of demand and supply gap in vegetable sector;
5. Increase the production and productivity and income of the farmers;
6. Provide extension services to the vegetable growers and various forms of technology transfer;
7. Create better employment opportunity in the vegetable sector.

Features

Institutional Arrangement: The scheme will be implemented by a three tier cooperative structure formed under Bihar Cooperative Societies Registration Act 1935. Primary vegetable grower's cooperative society at block level; Vegetable Processing and Marketing Union at cluster Level; and Vegetable Processing & Marketing Federation at state level. This three tier structure would take care of production, marketing and processing of vegetables grown by farmers of Bihar.

Functions

The Primary Level Cooperative Society will engage in production and harvest planning, collection, sorting, grading and selling. Apart from this creation of infrastructure like haats, Mini cold storage, lifting platform, provision of credit & extension and arrangement of land will be some of the other responsibility of the primary Vegetable Growers Cooperative Society. The cluster level Vegetable Processing and Marketing Union will engage in procurement of produce from primary cooperative society's cold storage, processing, value addition and marketing arrangement. The infrastructure created at this level shall consist of Multi chambered cold storage, CA, MA, IQF, Deep freezer, air cooled sorting, grading processing and packaging hall, fleet management, pre-cooling, ripening chamber, processing facility, etc. Establishment of decentralized marketing centers e.g.: retail outlets for vegetable vending shall be another important function at this level. The cluster level society will also provide technical, institutional, inputs and credit facilities to primary cooperatives.

The Vegetable Processing and Marketing Cooperative Federation at the apex level will function to provide professional leadership and strive for coordination among unions. It will ensure the integration of forward & backward linkages, establish market linkages at various levels and work for capacity building, human resource development & external environment management. The integration of working & management of 3-tier system through suitable software & hardware interventions will be done for smooth and organized working of the entire mechanism.

Stages/ Phases

The scheme will be implemented in various phases. In the first phase the five districts of Patna, Nalanda, Begusarai, Vaishali and Samastipur will be clubbed together to create Vegetable Processing and Marketing Union. This will be formed as Central Cooperative Society and headquartered at Patna district. After the successful working of this stage the scheme will be expanded to include other districts in a phase wise manner.

It is proposed that the Primary Level Cooperative Society would be in place by 31st January 2018 and Cluster Level Union would be formed through election from the selected five districts by February 2018. Till the state level federation is constituted, an SPV (Special Purpose Vehicle) comprising of requisite Department officers and Subject Matter Specialists would be constituted. It is also proposed to engage the services of a Project Management Unit (PMU) for a period of three years. This PMU would provide five full time persons based in Patna for functioning with the SPV. It is expected that the selected PMU with its wide array of expertise on cross cutting themes will set the ball rolling in the initial stages of the scheme. The PMU will bring a more holistic perspective of project design, charting out the specific and overseeing their effective implementation. As such, the role of PMU is seen more in the domain of strategizing the scheme implementation, drafting of required action plan for smooth unfolding of the scheme, envision and help in infrastructure design at different tiers of the cooperative structure and provide evaluation and monitoring of the entire scheme.

3. REQUEST FOR PROPOSAL

The Cooperative Department, Govt. of Bihar is issuing this Request for Proposal (RFP) for selection of an Agency for Project Management Unit (PMU) for effective implementation of Bihar Vegetable Processing & Marketing Scheme for a period of **36 months**. Brief background of the scheme, and the 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 Rs. 5,00,000 /- (Rupees five lakh only) and a non-refundable Bid-document Processing Charges of Rs. 5,000/- (Rupees ten thousand only) separately in the form of Demand Drafts 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. Bidders may submit the EMD in the form of bank guarantee. The EMD of the successful Bidder shall be retained by the DoC till the completion of the assignment.

SCOPE OF WORK

- i. Identification of location for the vegetable processing of the marketing union, development of connectivity and other logistics at the union level.
- ii. Provide help in design of infrastructure needed at the block and cluster level for marketing and processing and also strategize modalities of integration of identified farmers’ cooperative and groups with such institutions and units.
- iii. Supporting the federation in technological integration towards several activities like selection of appropriate technology, its procurement, and documentation work for acquisition and post sales services.
- iv. The PMU would provide continuous technical and managerial support to SPV in the formation and effective functioning of the vegetable cooperatives.
- v. PMU in association with SPV would keep coordination between production, processing & marketing unions along with synchronized operations.
- vi. Support SPV in formulating the Annual Procurement & Sale Plan keeping in view the overall strategy and vision of the three tier cooperative structure.
- vii. PMU would also assist in formulating policies, guidelines and Standard Operating Procedures (SOPs)

for the Vegetable Cooperatives/Unions/Federation.

- viii. PMU would help in overall integration of working & management of 3-tier system through suitable software & hardware interventions by implementing a complete business ERP solution.
- ix. Licensing, documentation, MoU and other related legal aspects for any other activity related to the smooth functioning of the scheme.
- x. Assisting federation in effective integration of hardware and software for efficient functioning of the whole supply chain also leveraging Information Technology (IT) for business promotion.
- xi. Assist the federation in recruitment of personal at all levels for the cooperative structure.
- xii. Assistance in brand development, promotion, advertisement, integrated marketing communication and outreach strategy.
- xiii. Assist SPV in developing a price discovery strategy for growers and consumers on different grades of vegetable depending on the Seasonality, demand and supply, Price differential at local market vis a vis alternate marketing channels.
- xiv. Facilitate capacity building programme, human resource development & external environment creation for business and opportunities for marketing the fresh produce.
- xv. Undertaking market led extension services for production of vegetables from members of the Primary vegetable grower's cooperative society.
- xvi. PMU would help in developing tools for quarterly monitoring and evaluation of the programme. The reports collected would be collated by the PMU for detailed analysis and developing future strategies through a MIS platform.
- xvii. PMU would also provide project preparation and due diligence support for arranging available funds through other state / central government schemes like RKVY, MIDH, MoFPI, APEDA etc.
- xviii. Early identification of probable risk factors and devising of both short term and long term strategies for mitigating their impact and also strategizing for ruling out their occurrence will be very crucial for taking forward the scheme through its various stages and proper functioning and coordination of all the tiers. The PMA would coordinate closely with SPV and other stakeholders in the scheme to closely monitor and identify such risk factors and work towards their early resolution and mitigation.
- xix. Designing an operationally viable Fleet management system from producer to consumer, keeping in mind the production and consumption areas, for optimizing the logistics cost.
- xx. Support federation in marketing of products, with special focus on retail vendors and retail chain development and identification of vendors at different levels.
- xxi. Explore and establish linkages for remunerative produce marketing at intrastate, interstate and outside country markets.
- xxii. Explore and work out the modalities of business to business model.
- xxiii. Any other work related to the furtherance of goals 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 vegetable processing 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 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/ Food Processing/ Cooperative 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.

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 / Economics with graduation in Agriculture/ allied fields (food technology) with professional experience of more than 10 years.
- The expert should have experience in managing at least three projects with focus in Agri-marketing, food processing, creation of Agri market infrastructure, Institution building, community mobilization, market linkage, program management and monitoring, project evaluation/appraisal and investment facilitation/mobilization.
- Should also have worked with GoB on at least one long term Agriculture/Horticulture/ Cooperative project with focus on enhancing market linkage for fruits and vegetables.
- Should also have thorough understanding of Agri marketing, mandi management systems, e-marketing initiatives in Agriculture, innovative marketing models and existing Agri-marketing scenario in Bihar.

2. Operations & Supply Chain Expert (1):

- Should essentially be a graduate in Agriculture with MBA (or equivalent) in Agribusiness Management having experience of at least 10 years.
- Should have experience of working in Agricultural commodities in strategizing procurement, supply chain, marketing and sourcing strategies for more than 10 years.
- Should have hands on experience of improving market access to farmers through efficient 'farmer-market' linkages in major commodities.
- S/He should have experience in executing Agri supply chain, logistics efficiency enhancement models / projects, nationally as well as internationally.
- Experience of operating in Agri-commodities internationally would be preferred.

3. Food/ Agri sector Specialist (1):

- Should be an MBA or Masters in agriculture or allied areas having experience in at least four assignments in agri-business promotion in a consulting/advisory capacity with at least three state governments.
- Should preferably be a graduate in Agriculture or allied area with experience of handling macro analysis and of conducting feasibility studies in the Agri/ horticulture sector.
- Should also have hands-on experience in analyzing Agri-value chain and in establishing market linkages.
- Should possess a minimum of 5 years professional experience.
- S/he should have extensive experience of working in a PMU arrangement with state/ central government for implementation of schemes in Agriculture/ food processing.
- S/he should also have worked with GoB on at least two long terms Agriculture/Horticulture / Food Processing related project.

4. Civil Engineering Expert (1):

- Should be civil engineer (B.E. / B. Tech) with a minimum of 5 years of experience of building and construction for the government/private agencies.
- Should have an experience of working on a civil execution and implementation project in Agribusiness & food processing infrastructure.

- Should have worked on state and central schemes related to agribusiness infrastructure project, preferably in Bihar.

5. IT Professional (1):

- Should be an IT Graduate/ Diploma from reputed college.
- The incumbent should have minimum 3 years of experience in implementing an ERP solution either for a Govt. or private client.
- Should be proficient in System Analysis and Development of Application Software for trading / commodities trading / commodity exchanges etc. Knowledge of hosting of hardware / software infrastructure.
- He should have experience in at least 3 (three) similar assignments.

Consulting team may be supported by in-house specialists as required, but no external consultants or consortia of firms / agencies are permissible. CVs of only above mentioned 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 commercial bids will be evaluated on a score Of 025. L1 will get 25 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:

Evaluation Criteria			Max. Marks
a)	Minimum Annual Turnover from consulting/advisory over the last three years		10
	Turnover more than Rs. 50 crores for each of the last three years- 10 Marks Turnover more than Rs. 26-50 crores for each of the last three years- 5 Marks Turnover up to Rs. 25 crores for each of the last three years- 2 Marks		
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.		15
	5 or more assignments as PMU/PMA in Agri/Horticulture/ Cooperative/ food processing programmes – 15 marks Up to 4 assignments as PMU/PMA in Agri/Horticulture/food processing programmes–7 marks Up to 2 assignments as PMU/PMA in Agri/Horticulture/food processing programmes–3 marks		
CVs and experience of key personnel			40
	Position (No)	Experience	Qualification
	Team Leader: Food & Agri-marketing Expert (1)	10 Years	B.Sc. (Agriculture) , MA (Economics) and/ or MBA(Agribusiness Management) Experience in handling long term similar
			15

		projects. Experience of working with GoB in at least one such similar project on agriculture/horticulture.		
c)	Operations & Supply Chain Expert (1)	10 Years	B.Sc. (Agriculture) , MBA(Agribusiness Management) National and International experience in handling diverse range of Agri-commodities	10
	Food & Agri Expert (1)	7 years	B.Sc. (Agriculture) , MBA (Agribusiness Management) from Premier institute of National Repute Experience in Agri -value chain & Agribusiness	10
	Civil Engineer (1)	3 years	B.E. / B. Tech in civil engineering Minimum of 5 years of experience in infrastructure related projects in Agribusiness & food processing.	5
d)	Familiarity with the Agriculture and allied situation in Bihar and experience of working with farmers of Bihar		i) Experience of working with Departments/ Govt. undertakings/ PSUs/ Multilateral IDAs in Agriculture and allied fields in Bihar in the last ten years – 5 Marks <ul style="list-style-type: none"> - Experience of working with 5 or more Departments – 5 marks - Experience of working with 2-4 Departments – 3 marks - Experience of working with more 1 Departments – 2 marks ii) Experience of working with farmers in Bihar and similar situations in the field of Vegetables in the last 5 years – 10 Marks <ul style="list-style-type: none"> - Experience of working with more than 20,000 farmers – 10 marks - Experience of working with more than 10,000-20,000 farmers – 5 marks - Experience of working with up to 10,000 farmers – 3 marks 	15
	In – house strength of Agri & allied professionals in the firm			
e)	<ul style="list-style-type: none"> - More than 25 in -house dedicated Agri & allied professionals in the firm-10 - 11-25 in -house dedicated Agri & allied professionals in the firm-5 - Up to 10 in -house dedicated Agri & allied professionals in the firm-3 			
	Approach and methodology for completing the assignment			10
f)	<ul style="list-style-type: none"> - To be awarded for a thorough understanding of the requirement and innovative approaches in handling the scope of work outlined. 			

First, the envelope containing Earnest Money Deposit (EMD) will be opened, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened. The commercial 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:

- a. EMD Envelope
- b. Technical Proposals
- c. Commercial Proposals

Only those bidders who score more than 75% marks in the technical evaluation will be considered for commercial evaluation.

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 whether the Financial Proposals are complete, unqualified and unconditional.

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:

$$SF_x = 100 \times FM/F \text{ (F = amount of Financial Proposal)}$$

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 Commercial 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 in Project Management Unit (PMU) for Implementing Bihar Vegetable Processing & Marketing Scheme–Technical Bid/Commercial Bid”** as the case may be EMD and Bid Processing Fee shall be submitted in a separate small envelope clearly marked **“EMD and Bid Processing Fees”**

The three envelopes (Technical Bid, Commercial Bid, EMD and Bid Processing Fees) should be enclosed in a large cover super-scribed as **“Request for Proposal for selection in Project Management Unit (PMU) for Implementing Bihar Vegetable Processing & Marketing 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 this Annexure of RFP. Payment of professional fees would be made within two weeks of submission of invoices.

6. Penalty Clause

For non-performance, the following, all or any penalties may be imposed on the selected Agency

- (i) Forfeiture of Bank Guarantee in case of any midway unilateral withdrawal from the assignment.
- (ii) 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 **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, may for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP document by an amendment. In order to provide prospective Bidder reasonable time 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:

- a) It is not received in proper sealed cover with superscription as indicated above.
- b) It is not in prescribed form and not containing all required details/ information/ documents.
- c) It is not properly signed.
- d) It is received after the due date and time.
- e) Bid is received by telex, fax, telegram or e-mail.
- f) Bid received without cost of Bid document and EMD

12. The DoC reserves the right to:

- a) To reject any/all application without assigning any reasons thereof
- b) To 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) To 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 Implementing Bihar Vegetable Processing & Marketing Scheme

Sir,

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

1. Technical Bid:

1	Name of the Consultancy Agency	
2	Address	
3	Name of the contact person to whom all references shall be made regarding this Bid	
4	Designation of the person to whom all references shall be made regarding this Bid	
5	Address of the person to whom all references shall be made regarding this Bid	
6	Telephone (with STD code)	
7.	Mobile No. of the contact person	
8	E-mail of the contact person	
9	Fax No. (with STD code)	

2. Documents forming part of the bid

(a) Technical Bid:

- EMD and Bid processing fee
- Applicant 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 31.03.2017).
 - Details of the assignments executed during the last five years for the Central/ State Government highlighting 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.
 - Details of the assignments related to coordinating and managing investor meets for the State Governments. Certified copies of the signed agreements should 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 two A4 sized sheets. CVs should be formatted as below:
Passport size photo on top

Educational Qualifications

Degree	College	Year Graduated

Experience Details

Project/Company	Scale of the project/company	Role in the project/company highlighting areas of Experience

Self-certified copies of the certificate for educational qualifications should be attached. In addition, Team Leader should attach a self-certified letter attesting to having the requisite leadership experience.

- Approach and methodology for completing the assignment. (Not to exceed four A4 size pages)
- Any other relevant documents.

(b) Commercial 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:

In Figure	
In Words	

Any cutting / 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 thisth day ofDecember, 2017

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 development of vegetable cooperatives in Bihar.

(B) The basic objective of DoC is to develop a vegetable cooperative society at Block level, vegetable cooperative union at cluster level and vegetable Federation at state level to undertake marketing and processing activity.

(C) To facilitate implementation of the scheme in the State of Bihar, DoC has decided to select the services of an agency to work in Project Management Unit (PMU) to provide management, capacity building, coordination and monitoring support.

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. Identification of location for the vegetable processing of the marketing union, development of connectivity and other logistics at the union level.
- ii. Provide help in design of infrastructure needed at the block and cluster level for marketing and processing and also strategize modalities of integration of identified farmers' cooperative and groups with such institutions and units.
- iii. Supporting the federation in technological integration towards several activities like selection of appropriate technology, its procurement, documentation work for acquisition and post sales services.
- iv. The PMU would provide continuous technical and managerial support to SPV in the formation and effective functioning of the vegetable cooperatives.
- v. PMU in association with SPV would keep coordination between production, processing & marketing unions along with synchronized operations.
- vi. Support SPV in formulating the Annual Procurement & Sale Plan keeping in view the overall strategy and vision of the three tier cooperative structure.
- vii. PMU would also assist in formulating policies, guidelines and Standard Operating Procedures (SOPs) for the Vegetable Cooperatives/Unions/Federation.
- viii. PMU would help in overall integration of working & management of 3-tier system through suitable software & hardware interventions by implementing a complete business ERP solution.
- ix. Licensing, documentation, MoU and other related legal aspects for any other activity related to the smooth functioning of the scheme.
- x. Assisting federation in effective integration of hardware and software for efficient functioning of the whole supply chain also leveraging Information Technology (IT) for business promotion.
- xi. Assist the federation in recruitment of personal at all levels for the cooperative structure.
- xii. Assistance in brand development, promotion, advertisement, integrated marketing

- communication and outreach strategy.
- xiii. Assist SPV in developing a price discovery strategy for growers and consumers on different grades of vegetable depending on the Seasonality, demand and supply, Price differential at local market vis a vis alternate marketing channels.
 - xiv. Facilitate capacity building programme, human resource development & external environment creation for business and opportunities for marketing the fresh produce.
 - xv. Undertaking market led extension services for production of vegetables from members of the Primary vegetable producer's cooperative society (PVPCS).
 - xvi. PMU would help in developing tools for quarterly monitoring and evaluation of the programme. The reports collected would be collated by the PMU for detailed analysis and developing future strategies through a MIS platform.
 - xvii. PMU would also provide project preparation and due diligence support for arranging available funds through other state / central government schemes like RKVY, MIDH, MoFPI , APEDA etc.
 - xviii. Early identification of probable risk factors and devising of both short term and long term strategies for mitigating their impact and also strategizing for ruling out their occurrence will be very crucial for taking forward the scheme through its various stages and proper functioning and coordination of all the tiers. The PMA would coordinate closely with SPV and other stakeholders in the scheme to closely monitor and identify such risk factors and work towards their early resolution and mitigation.
 - xix. Designing an operationally viable Fleet management system from producer to consumer, keeping in mind the production and consumption areas, for optimizing the logistics cost.
 - xx. Support federation in marketing of products, with special focus on retail vendors and retail chain development and identification of vendors at different levels.
 - xxi. Explore and establish linkages for remunerative produce marketing at intrastate, interstate and outside country markets.
 - xxii. Explore and work out the modalities of business to business model.
 - xxiii. Any other work related to the furtherance of goals 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 byDoC

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

Signed, sealed and delivered by	Signed, sealed and delivered by
For and on behalf of DoC, Bihar	Representative of Agency selected in PMU

Witnesses:

1.	
2.	