

NOTICE INVITING TENDER



The Agricultural Promotion and Investment Corporation of Odisha Limited (**APICOL**),
(A Wholly Owned Corporation of Government of Odisha)

Department of Agriculture and Farmers' Empowerment
Baramunda, Bhubaneswar, PIN:751003, Ph.No-0674-2354125

RFP/Advt. No.814

Dt.26.02.2021

REQUEST FOR PROPOSAL

APICOL, the State Nodal Agency, invites proposals from reputed Consulting firms/ Institutions/ Companies/ Registered entities having adequate experience of assisting in government plan /schemes/ policies and surveys/ studies and requisite manpower in the food, agriculture or allied fields for setting up of the SPMU for "PM FORMALIZATION OF MICRO FOOD PROCESSING ENTERPRISES SCHEME (PMFME)" by Government of Odisha as per the Scope of work mentioned in the tender documents.

The RFP Document containing **details of scope of work, deliverables, time frame, eligibility criteria, selection criteria and other bidding parameters** can be accessed and downloaded from the website at <https://odisha.gov.in/> <https://tendersodisha.gov.in/> <https://agriodisha.nic.in/> <http://www.msmeodisha.gov.in/> <https://diodisha.nic.in/> <https://www.apicol.nic.in>

The key events of the above bidding process are as follows:

Sl. No.	Critical Events	Time Line
1	Date of Issue of RFP	01.03 .2021
2	Submission of Pre Bid Queries	16.03 .2021 up to 5.30 PM
3	Pre Bid Meeting	18.03.2021 at 3.00 PM
4	Last Date and Time for Submission of Bid	26.03.2021 up to 5.30 PM
5	Opening of Technical Bid	30.03 .2021 at 11.30 AM
6	Technical Presentation	06.04.2021 at 11.30 A.M.
7	Opening of Financial Bid	13.04.2021 at 4.30 P.M.

The proposal complete in all respect must be submitted to APICOL through Registered Post/ Speed Post/ Courier by the due timeline. Proposals received beyond the due timeline time will be out rightly rejected. The authority reserves the right to reject any/all proposals without assigning any reason thereof.

MD, APICOL

Baramunda, Bhubaneswar – 751003

Email: apicol96@yahoo.com

REQUEST FOR PROPOSAL (RFP)

**Selection of Agency for
Establishment of State Project Management Unit (SPMU) for
PM Formalization of Micro Food Processing Enterprises (PMFME) Scheme-MoFPI**

under



**Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL)
STATE NODAL AGENCY for PMFME Scheme, Govt. of Odisha**

Bhubaneswar -751003 Ph.No-0674-2354125

**RFP DOCUMENT FOR SELECTION OF AGENCY TO
PROVIDE SERVICES OF CONSULTANTS FOR SETTING UP
OF THE STATE LEVEL PMU OF “PM FORMALIZATION OF
MICRO FOOD PROCESSING ENTERPRISES” SCHEME
[PMFME],GOVT. OF ODISHA**

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DISCLAIMER & CONFIDENTIALITY

This RFP Document has been prepared by **APICOL, Baramunda, Bhubaneswar-751003, (A Wholly owned Corporation of Government of Odisha) herein after called APICOL** 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 **APICOL** 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. **APICOL** 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.

APICOL 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.

APICOL 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.

APICOL 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. **APICOL** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

APICOL 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 **APICOL** 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 **APICOL** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **It** 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.

BIDDER DATA SHEET

SI No.	DESCRIPTION	
1	Title of the Request for Proposal (RFP)	Selection of Service Provider for setting up of the SPMU for "PM FORMALIZATION OF MICRO FOOD PROCESSING ENTERPRISES SCHEME (PMFME)" - MoFPI
2	Broad Scope of Service	To provide services of Consultants as per requirement for Implementation of Scheme- PMFME in Odisha
3	Operation Mode	Provide highly dedicated, experienced, technical & professional personnel for implementation of the Scheme within a definite time frame.
4	Contract Period & Termination	The assignment will commensurate with the scheme period; i.e., until 2024-25 subject to availability of funds. APICOL shall have right to terminate it in case of breach of contract.
5	Method of Selection	Combined Quality and Cost Based Selection (CQCBS)
6	RFP Processing Fee (Non-refundable)	Rs.10,000/- (Rupees Ten Thousand only) in form of Demand Draft drawn in favour of APICOL payable at Bhubaneswar
7	Submission of Proposal	<p>Bidders shall be required to submit their Proposal through Registered Post or Speed Post or Courier as per instructions in the RFP Document on or before the end of date and time for proposal submission; i.e., 26.03.2021, 5.30 PM to the following address :</p> <p>The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL), At/Post- Baramunda, Bhubaneswar, Odisha, PIN-751003.</p> <p>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.</p>
8	Issue of RFP	01.03.2021
9	Downloading the RFP Document	Bidders can download the complete RFP Document from the websites: https://www.apicol.nic.in/ https://tendersodisha.gov.in/ https://agriodisha.nic.in/ http://www.msmeodisha.gov.in/ https://diodisha.nic.in/ https://odisha.gov.in/
10	Last date and time of sending the Pre-Bid queries	16.03.2021, 5.30PM
11	Pre-bid Meeting	18.03.2021 at 3.00PM in the office of APICOL/Krushi Bhavan. 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 (Annexure-I) to the e-mail at apicol96@yahoo.com by the deadline as specified in the RFP Document. Response to all queries shall be met during the Pre-bid Meeting.
12	Date of Opening of Technical Bid	Date:30.03.2021,Time: 11.30 AM in the office of APICOL/Krushu Bhawan. The Technical Bids shall be opened in presence of the authorized representatives of the bidder who wish to be present at the venue at that time.
13	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 authorized representatives who wish to be present at the venue with proper authorization letter. The name of the bidders along with the quoted financial price shall be announced. CQCBS (Combined Quality & Cost Based Selection) method will be followed during the overall selection process.
14	Letter of Award (LoA) to selected Bidder	Within 7 days from the date of issue of award notice.
15	Bid Security (Refundable)	Bid submitted shall be accompanied by a Bid Security (the "Bid Security") of Rs.10,00,000/- (Rupees Ten Lakh only) herein after referred to as "Bid Security" in the form of a demand draft drawn in favour of "APICOL" payable at Bhubaneswar.
16	Performance Security	Within seven days of notifying acceptance of proposal for award of the Contract, selected Bidder shall have to submit Performance Security in shape of Bank Guarantee amounting to 10 % of the Contract Value from a Scheduled Commercial Bank in Bhubaneswar in favour of "APICOL", as per the format at Annexure-II, for a period of three months beyond the entire contract period as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of Contract provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the PBG.
17	Validity of Proposal	The bids shall be valid for period of 120 (One Hundred Twenty) Days from the Due Date of Bid Submission. The bid validity period may be extended on mutual consent.
18	Language of the submitted Proposal	English
19	Currency for Financial Proposal	Indian Rupees (INR)
20	Selection Criteria for Qualification (Eligibility)	Bidders are requested to refer Clause 2.2.4

21	Pre-Bid Meeting	The bidder at his own cost 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.
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 bidding system as follows:</p> <p>a) Qualification- cum- Technical Bid: 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 (TS) in accordance to the marks obtained during the technical evaluation. Bidder who scores 70% or above marks in the technical evaluation shall be considered for further evaluation.</p> <p>b) Financial Bid: 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) Combined Quality and Cost Based Selection (CQCBS): This method will be followed during the overall selection process with 70 % weightage to technical score and 30 % weightage to financial score. The bidders securing the highest evaluated scores will be ranked H1 and thereafter others will be ranked in the order of H2, H3 and so on. APICOL may further negotiate on the price component, if need be, and thereafter the H1 bidder will be awarded the contract, observing due procedure.</p>
23	RFP Evaluation	<p>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. Evidence of meeting necessary Qualification Criteria 3) Evaluation of Technical bids and ranking from Highest to lowest. Opening of Financial Bids for qualified bidders. CQCBS method for overall evaluation.</p>
24	Taxes & Levies	<p>(a) The financial proposal/bid shall be submitted inclusive of applicable GST. (b) 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, 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 2.2.5

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, within 15 days of receiving the acknowledged LOA.
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SECTION-1

LETTER OF INVITATION

RFP No: _____

Dated: _____

Name of the Assignment: Selection of Agency for Establishment of State Level Project Management Unit (SPMU) for “PM FORMALIZATION OF MICRO FOOD PROCESSING ENTERPRISES (PMFME) SCHEME under APICOL.

1. **APICOL**, (The Client) invites sealed proposal from eligible bidders for “**Selection of Agency for Establishment of State Level Project Management Unit (SPMU) for “PM FORMALIZATION OF MICRO FOOD PROCESSING ENTERPRISES (PMFME) SCHEME” under APICOL.** More details on the proposed assignment are provided at **Section-3: Key Clauses in Agreement** of this RFP Document.
2. An Agency will be selected under **Combined Quality and Cost Based Selection (CQCBS)** procedure as prescribed in the RFP Document in accordance with the policies and procedures accompanying the Guideline of Finance Department, Government of Odisha for “**Engagement of Consultants**” circulated vide *Office Memorandum No. 42280/F, Dated: 26.09.2011* of Finance Department, Government of Odisha.
3. The proposal complete in all respect as specified in the RFP Document must be accompanied with a **non-refundable** amount of **Rs. 10,000/- (Rupees Ten Thousand only)** towards **RFP Processing Fee** and a **Refundable** amount of **Rs. 10,00,000/- (Rupees Ten Lakh only)** towards **Bid security** in form of **Demand Draft** in favour of APICOL payable at Bhubaneswar, failing which the bid will be rejected.
4. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Registered Post or Speed Post or Courier only. The Client shall not be responsible for postal delay or any consequence. Submission of proposal through any other mode will be rejected.
5. The last date and time for submission of proposal complete in all respects is **26th March, 2021 up to 5.30 PM** and the date of opening of the bid is **30th March, 2021 at 11.30 AM** in the presence of the bidder’s representative at the specified address as mentioned in the Bidder Data Sheet (**Sl. no.12**). Representatives of the bidders may attend the meeting with due authorization letter on behalf of the bidder.

6. This RFP includes following sections:
 - a. Letter of Invitation [**Section – 1**]
 - b. Instruction to the Bidders [**Section – 2**]
 - c. Key Clauses in Agreement [**Section – 3**]
 - d. Details of Work [**Section – 4**]
 - e. Technical Proposal [**Section – 5**]
 - f. Financial Proposal [**Section – 6**]
 - g. Draft Agreement [**Section – 7**]
7. While all information/data given in the RFP are accurate within the consideration of scope of the proposed assignment to the best of the Client's knowledge, the Client holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information/data included in this document. The Client reserves the right to accept / reject any/all proposals / terminate the entire selection process at any stage without assigning any reason thereof.

Managing Director
APICOL

SECTION-2

INSTRUCTION TO BIDDERS

2.1 Introduction on the Assignment

The unorganized food processing sector in the country comprises nearly 25 lakh food processing enterprises which are unregistered and informal. Most of these units fall under category of micro manufacturing units in terms of their investment in plant & machinery and turnover. The unorganized food processing industry in India faces challenges that limit its development and weakens performance. These challenges include: (a) lack of productivity and innovation due to limited skills and access to modern technology and machinery for production and packaging; (b) deficient quality and food safety control systems, including lack of basic awareness on good hygienic and manufacturing practices;(c) lack of branding & marketing skills and inability to integrate with the supply chains, etc; (d) capital deficiency and low bank credit.

Unorganized micro food processing units need intensive hand holding support for skill training, entrepreneurship, technology, credit and marketing, across the value chain, necessitating active participation of the state government for better outreach.

In the last decade, Central and State Governments have made intensive efforts to organize farmers in Food Processing Organizations (FPOs) and women's Self-Help Groups (SHGs). SHGs have achieved considerable progress in thrift and their repayment record is among the best. Governments have made efforts to enable SHGs to undertake various manufacturing and service sector activities including food processing. The scheme is a centrally sponsored scheme designed to address the challenges faced by the micro enterprises and to tap the potential of groups and cooperatives in supporting the upgradation and formalization of these enterprises.

This RFP invites eligible Agencies/Institutions/Organizations of repute to support APICOL in establishing a State Project Management Unit (SPMU) and implementing the "PM FORMALIZATION OF MICRO FOOD PROCESSING ENTERPRISES SCHEME (PMFME)" for the State of Odisha covering all 30 districts.

2.2 Proposal Outlines

2.2.1 Scope of Tender

2.2.1.1 The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL), the State Nodal Agency (SNA) hereinafter referred as the Authority invites sealed Bids from eligible bidders to provide consultants for the SPMU for implementation of the PMFME Scheme under ATMA NIRBHAR BHARAT.

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

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

2.2.2 Authority and Reporting Officer

For the purpose of this RFP, the Authority shall mean APICOL for the proposed assignment. In this context, the Managing Director, APICOL is the Reporting Officer.

2.2.3 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.

2.2.4 Eligibility Criteria (Documentary Proof to be attached)

Criteria	Description	Required Supporting Document
Technical Criteria		
A	The Bidder should be registered under the appropriate Act, wherever applicable: <ul style="list-style-type: none"> • Indian Companies Act,2013 • The Societies Registration Act,1860 • Limited Liability Partnership Act, 2008 • Indian Partnership Act,1932 	Copy of Certificate, if registered/incorporated under any appropriate Act. Bidder may be a Company/ Society/ LLP/ Partnership firm (registered or unregistered/Individual.
B	Agency must have experience of working with Centrally Sponsored / Central Sector Scheme(s) / Programme(s)	Copy of work order /post project evaluation report from the Competent Authority
C	Agency must have experience of working in at least in 3 projects for more than three years	Copy of Work order/ post project evaluation report from the Competent Authority
D	Agency must have experience of working on PPP Projects/ FPO/ Community based Organizations.	Copy of Work order/ post project evaluation report from the Competent Authority
E	Agency must have minimum 100 full time employees and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, Food Processing, Agriculture & allied sectors, Finance, PPP / CBO / FPO and Marketing areas.	A self-attested certificate to this effect with number of staff under each category be furnished.
F	The bidder should have experience of preparing proposal for centre or state sponsored Agro-industrial/food processing or cluster scheme including that of UNICEF/ UNIDO/ World Bank/ Reputed International Organizations 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 should be furnished.
G	The bidder should have experience of Operation and Management of SPMU/ TSU	Copy of Work order/ post project evaluation report from the Competent Authority
H	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 .
I	Bidder or the authorized 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 authorized 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.

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.
Financial Criteria		
K	The Bidder should have a minimum average annual turnover of Rs.25.00 crore during the preceding three financial years ending March 2020.	Statutory Audit Reports for last 3 years have to be provided certifying total turnover of the Organization during last three financial years ending March, 2020 as per Form T4 of Section 5.
L	The Bidder should not have Net Worth less than Rs.5.00 crore as on date of issue of this RFP	Certificate from a Chartered Accountant in this regard is required.
M	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.
N	Consortium/ Joint Venture	Not Allowed/ Not Applicable

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 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.
3. If bid is not accompanied with all the required supporting documents, the same would be summarily rejected.

2.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on the following technical score weightage. Bidder who scores 70% or above marks in the technical evaluation shall be considered for further evaluation.

Sl. No.	Parameter	Range	Max. Score
A. Experience of the Bidder relevant to the assignment			10
I	Experience of working on projects of State govt./Central govt./International agencies like World Bank, UNIDO in sectors of Agriculture/Food processing with contract value more than Rs.1 crore (1-2 projects: 1 mark, 3-5 projects: 2 marks, >5 projects: 3 marks)	1-3 projects	3
II	Experience of Operation and Management of SPMU/ TSU (1-2 projects: 1 mark, 3-5 projects: 2 marks, >5 projects: 3 marks)	1-2 projects	3
III	Experience on promotion of FPOs/ SHGs/Cooperatives/Federations (1-3 projects: 1 mark, >3 projects: 2 marks)	1-3 Projects	2
IV	Experience of working on projects for women, SC, ST and the underprivileged (1-3 projects: 1 mark, >3 projects: 2 marks)	1-3 Projects	2
B. Proposed methodology and work plan inreference to ToR			30
C. Qualification and Relevant experience of key staff			50
I	Project Management		15
II	Marketing		10
III	Food Technology		10
IV	Social Sector		5
V	IT&MIS		5
VI	Accounts		5
D. Plan of information sharing and handover			10
Total			100

2.2.6 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 anyway be liable for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

2.2.7 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.

2.2.8 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.

2.2.9 Only One Proposal:

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

2.2.10 RFP Document Fee:

The cost of the RFP document **Rs.10,000/- (Rupees Ten 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.

2.2.11 Taxes

- (a) The financial proposal /bid shall be inclusive of applicable Goods & Services Tax (GST).
- (b) Agency has to take care of all GST, 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.

2.3 Bidding Instructions

2.3.1 Brief Description of Bidding Process

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

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. These technically qualified bidders would only be considered for Financial Proposal evaluation.

- Bidders are requested to refer Clause 2.2.4 & 2.2.5

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 bidders along with their quoted financial price will be announced during the meeting.

Combined Quality and Cost Based Selection (CQCBS) method will be followed during the overall selection process. Based on the evaluation of technical proposal, the technically qualified bidders shall be ranked highest to lowest Technical Score (**S_T**) in accordance to the marks obtained during the technical evaluation stage. There shall be **70 %** weightage to technical score and **30 %** weightage to financial score.

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

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

where,

S_F= Normalized financial score of the bidder under consideration

F_{min}= Minimum financial quote among the technically qualified bidders

F_b= Financial quote of the bidder under consideration

$$\mathbf{Combined\ Score\ (S) = S_T * 0.7 + S_F * 0.3}$$

Where S_T = Technical score secured by the bidder.

The bidder securing the highest evaluated **Combined Score (S)** 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 the Client will make payment to the Agency including overhead expenses, such as travel, accommodation, logistics, report preparation, printing & other secretarial expenses.

B. Proposal validity shall be as per duration specified in Clause 2.17

- 2.3.1.1 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.
- 2.3.1.2 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.

2.3.3 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 in this 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.

2.3.4 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 addendums, 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".

2.3.5 Bidder/s submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 2.2.4 (Eligibility Criteria)

2.3.6 Submission for Technical Proposal

Bidders are required to submit Technical Proposal as per the prescribed format as provided in Section-5 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 5.

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

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: 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	
Form T9	Format for Detailed CV of key personnel	
Net-Worth Certificate		
Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs		

NOTE: 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.

2.3.7 Submission for Financial Proposal

- i. The Financial Proposal shall be prepared using the attached Standard Form F1 and Form F2 as per Section-6.
- 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 contract period.

2.4. Preparation and Submission of Bids

2.4.1 Preparation of Bids

- a) Bidders should take into account all clarifications / corrigendum(s) / addendums 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.

2.4.2 Submission of Bids

The proposal complete in all respect must be submitted through Registered Post or Speed Post or Courier as per instructions in the RFP Document on or before the end of date and time for proposal submission; i.e., 26.03.2021, **5.30 PM** to the following address:

The Agricultural Promotion and Investment Corporation of Odisha Limited (APICOL),
At/Post- Baramunda, Bhubaneswar, Odisha, PIN-751003

1) Cover - I Technical Proposal:

- RFP Document Fee and Bid Security as applicable.
- The documents as specified in clause 2.2.4 of this RFP are to be self-attested and furnished by the Bidder (i.e. checklist and Form T1 to T9) and other documents, for which no specific format have been devised.
- Signed copy of the RFP.
- All other required documents

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

- The formats as specified in **Section-6** of this RFP is to be self-attested and be furnished by the Bidder.

2.5 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.

2.6 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.

2.7 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.

2.8 Opening of Proposal

The Authority reserves the right to reject any Proposal not submitted on 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 12 of the Bidder Data Sheet
- is submitted in accordance with Clause 2.4.2
- is accompanied by the Power of Attorney as specified in Form T5, as applicable.
- is accompanied by Bid Processing 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 2.2.4 and 2.2.5 of this RFP

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 2.2.4 and 2.2.5 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 2.9.2

2.9 Evaluation of Proposal

2.9.1 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 for compliance with the qualification criteria as defined in clause 2.2.4 of the RFP. The technically qualified bidders as per clause 2.2.5 would only be considered for evaluation of Financial Proposal/Bids.

2.9.2 Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in clause 1.9.1) will only be opened and evaluated. Bidders scoring H1 for the proposed assignment in combined evaluation among technically qualified bidders shall be selected as successful bidder and there shall be further negotiation before final selection of the bidder, who will partner with APICOL for implementation of the Scheme.

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

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

where,

S_F = Normalized financial score of the bidder under consideration

F_{\min} = Minimum financial quote among the technically qualified bidders

F_b = Financial quote of the bidder under consideration

The bid price should include all applicable taxes and levies in INR.

Any conditional bid would be rejected. However the decisions of the authority will be final in view of competitiveness and strength of bidders.

2.9.3 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.

2.9.4 Authority's Right to acceptance 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.

2.10 Award of Work

After final selection of bidder on further negotiation, 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 L2 and L3 may be considered for further negotiation and on being finally selected, LOA may be issued.

2.11 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Contract/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 Bank Guarantee before signing of Agreement.

2.12 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 till March 2025 or as may be decided by the Authority.

2.13 Payment Terms

The Authority will make payment on monthly basis against invoice as per agreed work plan.

2.14 Performance Security

- 2.14.1 Within seven days of notifying acceptance of proposal for award of the Contract, selected Bidder shall have to submit Performance Security in shape of Bank Guarantee amounting to 10 % of the Contract Value from a Scheduled Commercial Bank in Bhubaneswar in favour of “APICOL”, as per the format at Annexure-II, for a period of three months beyond the entire contract period as its commitment to perform services under the contract. Failure to comply with the requirements shall constitute sufficient grounds for the forfeiture of the PBG. The PBG shall be released immediately after three months of expiry of Contract provided there is no breach of Contract on the part of the qualified bidder. No interest shall be paid on the PBG. Failure of the successful Bidder to comply

with the requirements shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.

2.14.2 Bidders are 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 along with the Bank Guarantee Performance Security.

2.14.3 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.

2.14.4 Should the contract period, for whatever reason be extended, the Agency, shall at its own cost, get the validity period of the Bank Guarantee in respect of Performance Security furnished by them extended and shall furnish the extended / revised Bank Guarantee or a certificate from the issuing Banker that the validity of the Bank Guarantee with details, already pledged to APICOL has been extended till such time, in lieu thereof.

2.14.5 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. (PENALTY CLAUSE DUE TO NON PERFORMANCE)

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 Bank Guarantee shall be encashed and after appropriation of the loss/damage so decided, the balance will be refunded to the Agency.

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.

2.14.6 Release of Performance Security

Performance Security submitted in shape of Bank Guarantee, 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-3.8, 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.

2.15 Bid Security

2.15.1 Proposal should necessarily be accompanied by Bid Security for an amount of Rs. 10,00,000/- (Rupees Ten Lakh only) through Demand Draft drawn in favour of "APICOL" payable at Bhubaneswar. The Bid Security shall remain valid for a period of Ninety days from

the date of opening of the bid.

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

2.15.3 Authority at its discretion may retain the Bid Security of successful bidders till Performance Security in shape of Bank Guarantee 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 30 days from the date of award of contract.

2.15.4 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.

2.16 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.

2.17 Proposal Validity

Bids shall remain valid for a period of **120** 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.

2.18 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.

2.19 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.
- 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.

2.20 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 by 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.

2.21 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. The format for Anti- Collusion Certificate has been provided in Form T-6 under Section 5 of the RFP document.

2.22 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.

2.23 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 service Provider.

2.24 Settlement of dispute

The client and the agency shall make every effort to resolve amicably, by direct negotiation, any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes, not so resolved amicably within 30 days of receipt of notice of such as a dispute shall be resolved by a sole arbitrator nominated by the Principal Secretary, MS & ME Department, Government of Odisha. The arbitration proceeding shall be held in Bhubaneswar within Odisha.

2.25 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 Agency shall abide by all the provisions/Acts/Rules etc. of Information Technology prevalent in the country. The Agency shall conform to the standards laid down in the RFP in totality

2.26 Further Terms & Conditions

2.26.1 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.

2.26.2 Agreement shall be signed between APICOL, the Authority and as the Agency (successful Bidder after further negotiation for finalisation of cost) incorporating terms of the tender as directed by APICOL.

2.26.3 Any other

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

2.27 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.

2.28 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 reserve 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.

2.29 Confidentiality

2.29.1 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.

2.29.2 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

2.29.3 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 (ii) (and without branching 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-3

KEY CLAUSES IN AGREEMENT

3.1 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.

3.2 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.

3.3 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.

3.3.1 Events of Default and Termination

3.3.2 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.

3.3.3 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;

- i. Any representation made or warranties given by Agency under this contract are found to be false or misleading.
- ii. Agency is in material breach of operation and execution requirements (as set out in Clause 3.5 hereto)
- iii. 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.
- iv. Agency sub-contracts the assignment to any party.
- v. 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.

- vi. A resolution is passed by the shareholders of the Agency for the voluntary winding up of the Agency.
- vii. 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.
- viii. Agency repudiates the contract or otherwise evidences an intention not to be bound by this contract.
- ix. 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.
- x. Agency has delayed any payment that has fallen due under this tender and if such delay exceeds 90 days.
- xi. Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of this tender.
- xii. In case of non or poor execution of Assignment.
- xiii. In case of insolvency of the Agency.
- xiv. 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.

3.3.4 Authority Event of Default

1. The Authority fails to provide requisite office space for establishment and functioning of the Consultants 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 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.
5. The Authority does not assist in getting various registrations and approvals from the Government authorities.

3.3.5 Termination due to Events of Default

3.3.5.1 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.

3.3.5.2 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.

3.3.6 Payment upon Termination

3.3.6.1 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.

3.3.6.2 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.

3.4 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 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 smooth implementation of PMFME Scheme under ATMA NIRBHAR BHARAT in Odisha.
- d) The agency has to submit physical and financial progress to the SNA/SNO/MSME Department every month/QPR on quarterly basis.
- e) The agency should preserve all necessary records for audit purpose and handover the same to the Authority after completion of the project

- f) TA/DA or any other expenses will be claimed by the Agency or its representative/Personnel as per norms.
- g) The Agency has to perform in line with the deliverables indicated.
- h) 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.

3.5 Obligation and Responsibilities of the Authority

- a) The Authority shall provide requisite office space to the Agency for establishment and functioning of the SPMU along with requisite furniture & fixtures and hardware.
- b) APICOL shall spare relevant 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, cost of training and consolidated honorarium to Resource Persons as per PMFME Guidelines.
- 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 10th 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.

3.6 Other General Terms and Conditions of the Contract

- 3.6.1 At the commencement of the 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 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.

- 3.6.2 No other charges shall be incurred by APICOL other than those specified herein and the party shall be responsible for insurance, ESI, EPFO and any other statutory requirements of the personnel deputed for carrying out the activities to accomplish the objective & scope of the Scheme.
- 3.6.3 Payment shall be released subject to acceptance of deliverables & certification of milestones as per terms & conditions stipulated by APICOL.

3.7 Review & Monitoring of Progress and Reporting Requirement

3.7.1 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.

3.7.2 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 from time to time and sought by the government from time to time.

3.8 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.

Sl. No.	Stage of Progress	Time Period
1.	90% of the deliverable for establishment of Food Processing Enterprises	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year)
2.	90% of the deliverables are executed as per timeline	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year)
3.	90% of the Capacity building, handholding and training activities are achieved	After completion of the training (Milestones in between as per every year target to be reviewed at the end of each financial year)
4.	90% achievement of financial target	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year))

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

SECTION-4

DETAILS OF WORK

4.1 Purpose

APICOL is the State Nodal Agency for implementation of the “PMFME Scheme under Atma Nirbhar Bharat” launched by the Ministry of Food Processing Industries (MoFPI), Government of India. It has to implement the scheme within a specified timeline through establishment of a State Level Project Management Unit (SPMU):

The objectives of scheme are to build capability of microenterprises to enable:

- a. Increased access to credit by existing micro food processing entrepreneurs, FPOs, Self Help Groups and Co-operatives;
- b. Integration with organized supply chain by strengthening branding & marketing;
- c. Support for transition of existing food processing enterprises into formal framework;
- d. Increased access to common services like common processing facility, laboratories, storage, packaging, marketing and incubation services;
- e. Strengthening of institutions, research and training in the food processing sector
- f. Increased access for the enterprises, to professional and technical support.

4.2 Scope of Work:

The Scheme aims to enhance the competitiveness of existing individual micro-enterprises in the unorganized segment of the food processing industry and promote formalization of the sector. It also supports FPOs, SHGs and Producers Cooperatives along with their entire value chain.

- a) The scheme components include **One District One Product (ODOP)**, Support to Individual Micro Enterprises, Support to Group Category, Support for Common Infrastructure, Branding and Marketing Support, Capacity Building & Research
- b) Existing micro food processing units would be provided credit-linked capital subsidy @35% of the eligible project cost with a maximum ceiling of Rs.10.00 lakh per unit.
- c) Support to FPOs: Grant @35% with credit linkage, Training support & marketing and for SHGs: Seed capital @ Rs.40,000/- per member of SHG for working capital and purchase of small tools, credit linked grant @35% with maximum amount being Rs. 10 lakh. to individual SHG member as a single unit of food processing industry.
- d) Support for common infrastructure would be provided to FPOs, SHGs, cooperatives, any Government agency or private enterprises
- e) It is to be implemented in Odisha with MSME Department as Nodal Department, Director Industries as Nodal Officer, APICOL as the State Nodal Agency.
- f) The Scheme adopts One District One Product (ODOP) approach to reap the benefit of scale in terms of procurement of inputs, availing common services and marketing of products. ODOP for the scheme will provide the framework for value chain development and alignment of support infrastructure. There may be more than one cluster of ODOP product in one district.
- g) **Programme Components:** The programme has four broad components addressing the needs of the sector:
 - i) Support to individual and groups of micro enterprises;

- ii) Branding and Marketing support;
- iii) Support for strengthening of institutions for preparation of PIP and Provision of Capacity Building for all Stakeholders;
- iv) Setting up robust project management framework

i. Support to individual and groups of micro enterprises:

- a. Identification of existing Units to be supported would be by a two-pronged process. Based on One District One Product approach, support would preferably be provided to the Units engaged in that product in the district. Other units, who have potential, would also be supported.
- b. Applications would be invited at the district level on an ongoing basis for Units, from those interested in availing the benefits under the Scheme. Resource Persons (RPs) would undertake survey of various clusters and identify units that show potential for availing benefits under the Scheme. For applications received directly, RPs would undertake field verification and due diligence to assess their potential.
- c. All the potential cases based on identification of Units directly by RPs and application received would be submitted before the District Level Committee. District Level Committee should study the report submitted by RP for each Unit and interview the interested persons.
- d. For the cases recommended by the District Level Committee/SNA, RPs should help them in preparation of DPR for availing bank loan for upgradation of the Unit. The DPR along with necessary documents should be submitted to the Banks for sanction of loan.
- e. The procedure delineated above would apply for selection of new units also, provided the ODOP baseline study throws up a need / potential for such new investments.
- f. The Scheme would also support clusters and groups such as FPOs/SHGs/ producer cooperatives along their entire value chain for sorting, grading, assaying, storage, common processing, packaging, marketing, processing of agri-produce, and testing laboratories.

ii. Branding and Marketing support:

- a. Marketing and branding support would be provided to groups of FPOs/SHGs/ Cooperatives or an SPV of micro food processing enterprises under the Scheme. Following the ODOP approach, marketing & branding support would be provided for such product at the State or regional level.
- b. Training relating to marketing to be fully funded under the scheme.
- c. Developing a common brand and packaging including standardization to participate in common packaging;
- d. Marketing tie up with national and regional retail chains and state level institutions;
- e. Quality control to ensure product quality meets required standards.
- f. Support for marketing and branding requires developing a common brand, common packaging and product standardization. The proposal for support to marketing and branding should be prepared by the SNA-SPMU.

iii. Support for strengthening of institutions for preparation of PIP and Provision of Capacity Building for all Stakeholders:

- a. Training support would be provided to individual units and groups that are being provided support for capital investment. In addition, training support would also be provided to other existing units and groups in the districts that are processing ODOP

products. Groups that are being provided support for marketing & branding under the Scheme would also be provided training support.

- b. The following are the focus areas for capacity building under the Scheme:
1. Entrepreneurship development, essential functions of enterprise operations, marketing, book keeping, registration, FSSAI standards, Udyog Aadhar/UDYAM registration, GST Registration, general hygiene, etc.;
 2. Specific training designed for ODOP product or the product produced by the unit including operations of necessary machines, hygiene issues, packaging, storage, procurement, new products development etc.;
 3. Providing inputs to PIP being prepared by the SNA relating to capacity building and research;
 4. Conducting capacity building and training for State and District officials;
 5. Conducting training for District Resource Persons;
 6. Provide inputs for Branding and Marketing plans
 7. Provide mentoring support to District Resource Persons for handholding micro enterprises, preparations of DPRs, etc.
 8. **Handholding Support:** The Scheme envisages engaging Resources Persons (RPs) at the district/ regional level for providing hand-holding support to the micro food processing enterprises. These RPs would carry out the following functions:
 9. Handholding micro enterprises in preparation of DPRs, getting bank loan, training, upgradation of the unit, getting necessary regulatory approvals, hygiene, etc.;
 10. Provide inputs for PIPs and ODOP and Cluster studies and study of groups;
 11. Identification and facilitation of applications for subsidies and seed capital to individual micro enterprises and groups and common facilities;

iv. Setting up robust project management framework:

The SPMU will assist the SNA (APICOL) to appropriately function as the operational agency at the State level for implementing the Scheme to achieve the following as per scheduled timeline:

- i) Conducting various studies;
- ii) Getting PIP prepared;
- iii) Monitoring the training and capacity building activities undertaken by State Level Technical Institute and District Resource Persons;
- iv) Carrying out strengthening of State Level Technical Institution;
- v) Ensuring timely submission of Subsidy proposals by District Committees;
- vi) Ensuring timely submission of plans for provision of Common Facilities;

- vii) Ensuring timely submission of Seed Capital proposals of groups;
- viii) Developing Branding and Marketing proposals;
- ix) Monitoring the handholding support being given by District Resource Persons to enterprises for DPRs;
- x) Setting up of SPMU;
- xi) Monitoring and approvals for hiring of District Resource Persons;
- xii) Maintenance of Detailed Accounts, Cash Book, Vouchers, Audit of Books of Accounts related to the PMFME scheme and other finance related works.
- xiii) Furnishing Utilization Certificates (UCs) and regular Progress Reports to MoFPI in the prescribed formats;
- xiv) IEC activities for popularization of the scheme;
- xv) Sharing of best practices across the State and Country.
- xvi) Ensuring timely availability of all relevant information and documents etc.
- xvii) Continuous involvement and early identification and timely resolution of issues.
- xviii) To prepare roadmap for the project/initiative to be undertaken in consultation with SNA from time to time.
- xix) Any other activity to be assigned by the SNA/Nodal Officer/Department and Government of Odisha as deemed proper for effective implementation of the PMFME scheme

It requires the following Consultants for establishment of the SPMU at Bhubaneswar.

Sl. No	Area of Specific Experience Desired	Designation	Number of Consultants required
1.	Project Management	State Lead Project Manager	1
2.	Marketing, Common Infrastructure & Aggregated Activities	Manager, Marketing	1
3.	Food Technology/ Quality/ Safety	Manager, Food Technology	1
4.	Social Sector Specialist, Grievances,	Manager, Social Sector Specialist	1
5.	IT, M & E, and Data Analytics	Manager, MIS	1
6.	Cash & Accounts (Finance Expert)	Accounts Executive	1

Responsibilities & Eligibilities

1. State Lead Project Manager

Responsibility:

- (i) Overall management and establishing full functionality of SPMU as planned and ensuring program triggers are met;
- (ii) Establishing clear working relationship with key stakeholders at State and District level and ensuring flow of information, discussions and feedbacks among the various stakeholders of the program;
- (iii) Ensuring setting up of all Committees and providing sufficient technical and managerial support to efficiently manage program implementation;
- (iv) Facilitation in preparation and implementing of SLUP;
- (v) Periodic reporting of the overall performance of program to SNA;
- (vi) Support SNA in convening meeting of the State Level Approval Committees and putting forth issues to be decided upon from time to time during the implementation of the program.
- (vii) All other matters relating to the implementation of the scheme at the state/ UT level.
- (viii) Assigning responsibilities to all the Managers as specified and additional work as deemed necessary for the implementation of the scheme.

Qualification & Experience:

- (i) Post Graduate degree / diploma in Business Management, Agri. or Food Business Management from national/ international premier institutes
- (ii) 8-10 years of experience in managing development projects preferably in Food Processing or Agri Business development or MSME, out of which minimum 3 years in leadership role.

2. Manager, Marketing

Responsibility:

- i. Finalize strategy for Branding and marketing of food products under the programme and its implementation;
- ii. Identifying marketing channel at the state level for the micro food processing enterprises and establish commercial linkages;
- iii. Closely engage with leading retail chains in the State to develop marketing linkages for the enterprises under FME;
- iv. Monitoring the branding and marketing activities in the State;
- v. Develop plans to strengthen backward and forward linkages for the enterprises

Qualification & Experience:

- (i) PG Degree/ Diploma in Marketing Management, Agri-Marketing, Rural Management with specialization in Marketing, MBA(Marketing)
- (ii) Minimum three years' experience in sourcing/ marketing of agri/ food products, linking of MSME units with retail chain, branding etc.

3. Manager, Food Technology

Responsibility:

- i. Provide professional advice and support to SNA in all matters relating to food technology, quality, safety etc;
- ii. Maintaining market intelligence data w.r.t the food technology, quality and safety.
- iii. Appraisal and Monitoring of the FUPs and DPRs.
- iv. Be updated with the latest equipment and technologies emerging in the market w.r.t food technology and their dissemination;
- v. Give constant updates on the safety and quality standards to be adopted by the micro enterprises.
- vi. Liaise with FSSAI and identify the need for innovation and updation of the safety standards being adopted by the micro enterprises.

Qualification & Experience:

- i. B.Tech/M.Sc in Food Technology/ Food Engineering from a premier National Institute.
- ii. Minimum 3 years' experience in providing services to FPI (preferably to Micro& Small Scale Enterprises) for technology upgradation, product development, quality assurance, foodsafety etc. would be an added advantage

4. Manager, Social Sector Specialist:

Responsibility:

- i. Ensuring capacity development of the disadvantaged section of the society for their coverage under the scheme;
- ii. Ensuring Institutional support from organizations supporting SC/ ST and North Eastern States;
- iii. Coverage of entrepreneurs by ensuring enabling condition for full utilization of funds earmarked for NE region, SC and ST;
- iv. Prepare Social Management (SM) Framework and ensuring its compliance;
- v. Handling of Public grievances and their redressal.
- vi. Providing content for the social media on the programme; Development of IEC material for dissemination of lessons and experiences;

Qualification & Experience:

- (i) MSW or Master degree in Sociology/ Anthropology/ Social Anthropology;
- (ii) Minimum 3 years' experience in development projects/ programme or under privileged population of the society, empowerment of women & in gender issues, formation of SHG or programme for upliftment of SC/ST & women.

5. Manager, MIS

Responsibility:

- (i) Provide professional advice and support to SNA in all matters relating to M & E and Data analysis
- (ii) Developing MIS to track the progress of the programme in the state and aligning it with the national MIS
- (iii) Providing regular reports on the physical and financial progress of the programme
- (iv) Participate in regular monitoring and evaluation of the programme at the State level
- (v) Developing reports with respect to inputs, outputs, outcomes, processes and impacts of the various interventions and their compliance;
- (vi) Preparing / collating and submitting all reports for internal use and external reporting including Interim, mid-term and program completion reporting;
- (vii) Suggest improvements in Program Implementation

Qualification & Experience:

- (i) Master degree in Economics/ Statistics/ Data Analytics/ MBA from reputed University or Institute
- (ii) Minimum 3 years' experience in monitoring or data analytics on development programme at national level. Ability to handle data for interpretation of information, experience in using statistical and M&E tools and dashboard preferred.

6. Accounts Executive /Expert (Finance/Accounts):

Commerce Graduate/Post Graduate/CMA/CA/MBA (Finance) with Two years of working experience in Accounts in a company/ Organization

SECTION-5

TECHNICAL PROPOSAL

- i. Bidders need to submit all required information with supporting documents as per Form T1 to T9 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.

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	
Form T9	Format for Detailed CV of key personnel	
Net-Worth Certificate		
Certificate from Bankers/FIs that the Bidder has not defaulted in payment of dues to Banks/FIs		

NOTE: 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.

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

Location :

Dated :

To

**The Managing Director,
APICOL, Baramunda,
Bhubaneswar**

Subject: Selection of Agency in response to your Request for setting up of SPMU for implementation of PMFME Scheme for 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 setting up of PMU for implementation of PMFME Scheme for 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 our is not opened or rejected.
- 7) I agree to keep this offer valid for 60 (Sixty Days) days from the Proposal Due Date specified in the RFP Document
- 8) In the event of my firm being selected as the Agency to establish SPMU with APICOL for implementation of PMFME Scheme 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)

Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (yes/No)
Technical Criteria			
A	The Bidder should be registered under the appropriate Act, wherever applicable: <ul style="list-style-type: none"> • Indian Companies Act,2013 • The Societies Registration Act,1860 • Limited Liability Partnership Act, 2008 • Indian Partnership Act,1932 	Copy of Certificate, if registered/ incorporated under any appropriate Act. Bidder may be a Company/ Society/ LLP/ Partnership firm (registered or unregistered)/Individual.	
B	Agency must have experience of working with Centrally Sponsored / Central Sector Scheme(s) / Programme(s)	Copy of work order /post project evaluation report from the Competent Authority	
C	Agency must have experience of working in at least in 3 projects for more than three years	Copy of Work order/ post project evaluation report from the Competent Authority	
D	Agency must have experience of working with PPP Projects/ FPO/ Community based Organizations.	Copy of Work order/ post project evaluation report from the Competent Authority	
E	Agency must have minimum 100 full time employees and should have in-house strength of professionals (on full time role) from Infrastructure, Planning, Food Processing, Agriculture & allied sectors, Finance, PPP / CBO / FPO and Marketing areas.	A self-attested certificate to this effect with number of staff under each category be furnished.	
F	The bidder should have experience of preparing proposal for centre or state sponsored Agro- industrial/ food processing or cluster scheme including that of UNICEF/UNIDO/ World Bank/ Reputed International Organizations 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 should be furnished.	
G	The bidder should have experience of Operation and Management of SPMU/ TSU	Copy of Work order/ post project evaluation report from the Competent Authority	
H	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 .	
I	Bidder or the authorized 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	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	

	turpitude in respect of which proceedings are pending before any court of law or judiciary.	against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
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.	
Financial Criteria			
K	The Bidder should have a minimum average annual turnover of Rs.25.00 crore during the preceding three financial years ending March 2020.	Certificate from the Statutory Auditor has to be provided certifying total turnover of the Organization during last three financial years ending March, 2018 as per Form T4 of Section 5.	
L	The Bidder should not have less than Net Worth of Rs.5.00 crore as on date of issue of this RFP.	Certificate from a Chartered Accountant in this regard is required.	
M	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.	

NOTE: 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 4 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

FORM T2: INFORMATION ABOUT THE BIDDER

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 :
States: _____, Districts: _____, Blocks: _____, Villages: _____
- 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 document

3. GOVERNANCE & MANAGEMENT

- a. Brief description of the organization
(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
2017-18	
2018-19	
2019-20	

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

		FY 2017-18	FY 2018-19	FY 2019-20
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

S.N	Name	Qualification	Yrs of Experience in the organisation	Themes having experience

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

7. PROGRAMMES & EXPERIENCE OF THE ORGANIZATION

- a. Thematic Areas of intervention :
- b. Core competency area:
- c. Details of Central Central sector/ centre sponsored Programs implemented :

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

d. Details of Programs/ Projects implemented with Govt of Odisha:

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

e. Details of Programs/ Projects implemented for reputed international agencies live UNICEF/UNIDO/World Bank:

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

f. Details of Programs/ Projects implemented in Agriculture, Food processing and allied sector

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

g. Details of Programs/ Projects implemented for Women/SC/ST/Underprivileged of the society:

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

h. Details of Programmes/Projects worked on, for more than 3 years:

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

i. Experience of operating/managing PMU/TSU for Government programmes :

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

- j. Experience on promotion of Entrepreneurs in Agriculture, Food processing and allied sector by the organisation - Explain idea, experience, current status, learning and way forward (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

- k. Experience of working on PPP projects with Cooperatives/FPOs/FPCs/ SHGs/Federations/Community based organizations

SL No	Type of Organization	Legal form	No.	Activity	No. of members
1	Co-operatives				
2	Farmer producers company				
3	Farmer producer organization				
4	SHGs/ Federations				
5	Any other- Specify				

Briefly mention your experience in sustainability of these Institutions.

Attach details of those institutions.

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

Programme/Project	When	By Whom	Remark

- m. If any recognition /award received by the agency, 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 Directors/partners 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 T5) 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 Authorized Representative.
- I. Self-attested copy of Aadhar Card of the Authorized 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 Authorized 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 AGENCY'S TEAM

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			
10	Employment Record					
	Employment period		From:		To:	
	Employer					
	Position held					
	Details of Tasks assigned					
	Work undertaken that best illustrates capability to handle the tasks assigned					

Form T4 - Financial Capacity of the Bidder

Bidders are required to provide the information about the annual turnover from the similar service during the last 3 years as per the following prescribed format:

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

Sl No.	Turnover Period (last 3 Financial Year)	Turnover (Cr Rs.)	Net Worth (Cr Rs.)
1	FY 2017-18		
2	FY 2018-19		
3	FY 2019-20		

Certificate from the Statutory Auditor

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 provide services of Consultants for setting up of the SPMU of APICOL for implementation of PMFME Scheme-for 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 authorized representative has to attend all meetings conducted by Authority or other entities associated with "Selection of Agency to provide services of Consultants for SPMU of APICOL for implementation of PMFME Scheme and to discuss, negotiate, finalize and sign any bid or contract/agreement for working with APICOL.

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

Notarized

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 authorize 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 Agency to provide services of Consultants for SPMU of APICOL for implementation of PMFME Scheme for 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 INFORMATION

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

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 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, 2021.

<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

(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)/authorized 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, 2021.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarized

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.

4. 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, 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... 2021

Name of the Bidder

Signature of the Authorized Representative.....

Name of the Authorized Representative.....

Date of receipt of RFP

FORM-T9
Format for Detailed Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Firm:
3. Name of Staff:
4. Date of Birth:
5. Years with Firm:
6. Nationality:
7. Education:

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. Membership in Professional Associations:
9. Other Trainings:
10. Countries of Work Experience:
11. Languages:

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

From [Year]	To [Year]
Employer Name:	
Position Held:	

<p>Details of the Task Assigned</p> <p><i>[List all tasks to be performed under this Assignment/job]</i></p>	
---	--

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal:

NB: CV write-up restricted to 3 pages only with quality information relevant to the key professional requirement.

SECTION-6

FINANCIAL PROPOSAL

Instructions for submitting the Financial Proposal/Bid:

- a. The Financial Proposal shall be prepared using the attached Standard Forms as per (FORM F1 & FORM F2 at Section 6).
- b. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- c. 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.
- d. 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 the contract period).

**FORM F1 –COVER LETTER FOR FINANCIAL BID
(In Bidder’s Letterhead)**

Location:

Date:

The Managing Director, APICOL, Bhubaneswar

Subject: Selection of Agency to provide services for setting up SPMU at APICOL for implementation of PMFME Scheme

Dear Sir,

I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect of above mentioned subject, i.e, selection of Agency to provide services of Consultants for SPMU of APICOL for implementation of PMFME Scheme, in accordance to your 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 lump sum annual cost of _____ (amount in words and figures*). This amount is inclusive of the taxes applicable as per GST Act. I do hereby undertake that, in the event of acceptance of our bid, the services shall be provided in respect to the terms and conditions as stipulated in the RFP document.

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 proposal of 120 days. We have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

We understand that you are not bound to accept any proposal you receive.

We remain.

Yours faithfully,

Authorized signatory (in full and initials):

Name and Designation of the Signatory:

Name of the Bidder:

Address of the Bidder:

* Amount must match with the one indicated in Form F-2 (Table-1)

Form F2 – Summary of Financial Proposal

Table-1

SI. No.	Fee Particulars	Amount in INR
SPMU Support charges		
A	Remuneration of Key Professionals and Resources Pool [per year] <i>Detail Break up to be provided at [TABLE – 2]</i>	
B	Service Charges [per year] in ____ %	
C	Total (A+B) per year	
D	GST @ _____ of C	
Grand Total (C+D)		
In Words		

NB:

1. Total cost inclusive of taxes will be taken for the evaluation purpose. For the purpose of evaluation, the total evaluated cost shall be inclusive of all taxes & duties for which the Client will make payment to the Consultant including administration and operational expenditures.
2. The PMU will be provided with office space, furniture, equipments and stationeries by the Planning & Convergence Department. The expenditure towards TAs of Experts / Associates and Misc. Expenditures to be incurred for functioning of the PMU shall be borne by the Planning & Convergence Department out of its budget under Programme Expenditure.

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

Name and Designation with Date& Seal: _____

Table-2
Break up of Fees of Professionals

Sl. No.	Position	Name of the Professional	Requirement	Monthly fee in INR	Total per Year in INR
A. State Level PMU					
1	State Lead Project Manager				
2	Manager, Marketing				
3	Manager, Food Technology				
4	Manager, Social				
5	Manager, MIS				
6	Accounts Executive				
Sub-Total (A)					
B. Professional Fee towards deployment of Pool of Technical Advisors			Lump sum		
Total (A+B)					

NB:

The bidder should quote the professional fee within the range as prescribed in the RFP for the respective Experts and Program Associates. Any quoted professional fee not within the range of the prescribed limit of the RFP, will be out rightly rejected.

Authorized Signatory [In full and initials]: _____

Name and Designation with Date& Seal: _____

SECTION-7

DRAFT AGREEMENT

(On stamp paper)

This **CONTRACT** is made on the _____th Day of _____, 2021 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 work with APICOL as an Agency to provide services of Consultants for SPMU of APICOL for implementation of PMFME Scheme for 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 AGREE AS UNDER:

1. SCOPE OF WORK:

APICOL is the State Nodal Agency for implementation of the “PMFME Scheme”

launched by the MoFPI, Government of India. As such, APICOL needs to select an Agency to establish a SPMU for successful implementation of the Scheme.

- i. The Scheme aims to enhance the competitiveness of existing individual micro-enterprises in the unorganized segment of the food processing industry and promote formalization of the sector. It also supports FPOs, SHGs and Producers Cooperatives along with their entire value chain.
- ii. The scheme components include **One District One Product (ODOP)**, Support to Individual Micro Enterprises, Support to Group Category, Support for Common Infrastructure, Branding and Marketing Support, Capacity Building & Research
- iii. Existing micro food processing units would be provided credit-linked capital subsidy @35% of the eligible project cost with a maximum ceiling of Rs.10.00 lakh per unit.
- iv. Support to FPOs: Grant @35% with credit linkage, Training support & marketing and for SHGs: Seed capital @ Rs.40,000/- per member of SHG for working capital and purchase of small tools, credit linked grant @35% with maximum amount being Rs. 10 lakh to individual SHG member as a single unit of food processing industry.
- v. Support for common infrastructure would be provided to FPOs, SHGs, cooperatives, any Government agency or private enterprises
- vi. It is to be implemented in Odisha with MSME Department as Nodal Department, Director Industries as Nodal Officer, APICOL as the State Nodal Agency.
- vii. The Scheme adopts One District One Product (ODOP) approach to reap the benefit of scale in terms of procurement of inputs, availing common services and marketing of products. ODOP for the scheme will provide the framework for value chain development and alignment of support infrastructure. There may be more than one cluster of ODOP product in one district.
- viii. **Programme Components:** The programme has four broad components addressing the needs of the sector:
 - a. Support to individual and groups of micro enterprises;
 - b. Branding and Marketing support;
 - c. Support for strengthening of institutions;
 - d. Setting up robust project management framework

a. Support to individual and groups of micro enterprises:

- i. Identification of existing Units to be supported would be by a two-pronged process. Based on One District One Product approach, support would preferably be provided to the Units engaged in that product in the district. Other units, who have potential are to be supported.
- ii. Applications would be invited at the district level on an ongoing basis for Units, from those interested in availing the benefits under the Scheme. Resource Persons (RPs) would undertake survey of various clusters and identify units that show potential for availing benefits under the Scheme. For applications received directly, RPs would undertake field verification and due diligence to assess their potential.
- iii. All the potential cases based on identification of Units directly by RPs and application received would be submitted before the District Level Committee. District Level Committee should study the report submitted by RP for each Unit and interview the

interested persons.

- iv. For the cases recommended by the District Level Committee/SNA, RPs should help them in preparation of DPR for availing bank loan to upgrade the Unit. The DPR along with necessary documents should be submitted to the Banks for sanction of loan.
- v. The procedure delineated above would apply for selection of new units also, provided the ODOP baseline study throws up a need / potential for such new investments.
- vi. The Scheme would also support clusters and groups such as FPOs/SHGs/ producer cooperatives along their entire value chain for sorting, grading, assaying, storage, common processing, packaging, marketing, processing of agri- produce, and testing laboratories.

b. Branding and Marketing support:

- i. Marketing and branding support would be provided to groups of FPOs/SHGs/ Cooperatives or an SPV of micro food processing enterprises under the Scheme. Following the ODOP approach, marketing & branding support would be provided for such product at the State or regional level.
- ii. Training relating to marketing to be fully funded under the scheme.
- iii. Developing a common brand and packaging including standardization to participate in common packaging;
- iv. Marketing tie up with national and regional retail chains and state level institutions;
- v. Quality control to ensure product quality meets required standards.
- vi. Support for marketing and branding requires developing a common brand, common packaging and product standardization. The proposal for support to marketing and branding should be prepared by the SNA-SPMU.

c. Support for strengthening of institutions for preparation of PIP and Provision of Capacity Building for all Stakeholders:

- i. Training support would be provided to individual units and groups that are being provided support for capital investment. In addition, training support would also be provided to other existing units and groups in the districts that are processing ODOP products. Groups that are being provided support for marketing & branding under the Scheme would also be provided training support.
- ii. The following are the focus areas for capacity building under the Scheme:
 1. Entrepreneurship development, essential functions of enterprise operations, marketing, book keeping, registration, FSSAI standards, Udyog Aadhar, GST Registration, general hygiene, etc.;
 2. Specific training designed for ODOP product or the product produced by the unit including operations of necessary machines, hygiene issues, packaging, storage,

procurement, new products development etc.;

3. Providing inputs to PIP being prepared by the SNA relating to capacity building and research;
4. Conducting capacity building and training for State and District officials;
5. Conducting training for District Resource Persons;
6. Provide inputs for Branding and Marketing plans being prepared by SNAs;
7. Provide mentoring support to District Resource Persons for handholding micro enterprises, preparations of DPRs, getting bank loan, training, upgradation of the unit, getting necessary regulatory approvals, hygiene, etc.
8. Provide inputs for PIPs and ODOP and Cluster studies and study of groups;
9. Identification and facilitation of applications for subsidies and seed capital to individual micro enterprises and groups and common facilities;

d. Setting up robust project management framework:

The SPMU will assist the SNA (APICOL) to appropriately function as the operational agency at the State level for implementing the Scheme to achieve the following as per scheduled timeline: Major works include but not limited to:

- i. Conducting various studies;
- ii. Getting PIP prepared;
- iii. Monitoring the training and capacity building activities undertaken by State Level Technical Institute and District Resource Persons;
- iv. Carrying out strengthening of State Level Technical Institution;
- v. Ensuring timely submission of Subsidy proposals by District Committees;
- vi. Ensuring timely submission of plans for provision of Common Facilities;
- vii. Ensuring timely submission of Seed Capital proposals of groups;
- viii. Developing Branding and Marketing proposals;
- ix. Monitoring the handholding support being given by District Resource Persons to enterprises for DPRs;
- x. To prepare the roadmap for the project.
- xi. Setting up of SPMU;
- xii. Monitoring and approvals for hiring of District Resource Persons;
- xiii. Maintenance of Detailed Accounts, Cash Book, Vouchers, Audit of Books of Accounts related to the PMFME scheme and other finance related works.
- xiv. Furnishing Utilization Certificates (UCs) and regular Progress Reports to MoFPI in the prescribed formats;
- xv. IEC activities for popularization of the scheme;
- xvi. Sharing of best practices across the State and Country.
- xvii. Continuous Involvement and early identification and timely resolution of issues.

xviii. Any other activity related to the PMFME scheme as required.

2. AGREEMENT PERIOD:

This agreement shall remain valid from the _____th Day of ____,2021 to ___th Day of ____,2025 (both days inclusive).

3. CONTRACT VALUE:

- a. 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 with applicable GST and other levies, if any.
- b. No other terms and conditions put forth by the Agency shall be considered for accepted during the contract period. However, the above terms of payment against the claimed bills shall be subject to deduction of Non-performance and the client is not bound to make the monthly bill within the stipulated deadline of payment on claimed monthly bill.

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] amounting to 10 % of the Contract Value in the shape of a Bank Guarantee from a Scheduled Commercial Bank in Bhubaneswar valid for a period of three months beyond the entire contract period as per the requirements of clause 2.14 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 their own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by them extended and shall furnish the extended / revised Bank Guarantee or a certificate from the issuing Banker that the validity of the Bank Guarantee with details 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 Bank Guarantee shall be encashed 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 Bank Guarantee 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 Bank Guarantee 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-3.8 (Section-3), 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. AUTHORIZED REPRESENTATIVE:

- a. Any notice or intimation by either party to the other pursuant to this Agreement shall be signed by an Authorized Representative of the party giving such notice.
- b. The Agency shall carry out instructions and act upon any guidelines issued in pursuance of the Agreement, if and only if they are given / signed by an Authorized Representative of Client, whose names will be intimated by the said Client.

6. 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 para-1, 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. 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 implementing the PMFME scheme in the State of Odisha through the SPMU.
- 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 organize and conduct training whenever required by hiring resource persons in consultation with APICOL and State Level Technical Institution.
- f) The Agency shall establish requisite ecosystem to support PMFMEs for promotion of their related enterprises.
- g) The Agency shall create incubation mechanisms and provide hand holding support to PMFMEs.
- h) The Agency shall develop materials for publication of information, education and communication.
- i) The Agency shall support PMFMEs to prepare Business plan, assist and guide them in obtaining required licenses from the Government for carrying out the activities. However, APICOL/State Government may assist in mobilizing finances/credit facilities from Bank and any other assistance from Government under various schemes as available.
- 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 honoring all aspects of fair trade practices in executing the works 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, as planned, to facilitate successful establishment of the PMFME 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 in furtherance of objectives of this assignment, as envisaged under the “PMFME Scheme-2020.”

- p) The Agency has to perform in line with the milestone indicated at Output and Deliverables vide Para-11 of this agreement.
- 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.
- r) The Agency shall arrange/ provide the laptop/ Desktop/ Gadgets/ or any handpick IT accessories to their staff at their own cost.

7. OBLIGATIONS AND RESPONSIBILITIES OF AUTHORITY

- a) The Authority shall provide requisite office space to the Agency for establishment and functioning of the SPMU 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) APICOL shall not provide Laptop/ Desktop or any handpick IT accessories to the staff of the agency in the Office. The Agency shall arrange/ provide the laptop/ Desktop/ Gadgets/ or any handpick IT accessories to their staff at their own cost.
- d) The Authority shall bear all the cost and allied expenses in preparation of training materials, issue of advertisement, cost of training etc.
- e) The Authority shall pay or release the amount per annum as agreed on negotiation for engagement as the Agency for this assignment in 12 equal monthly installments and the amount due for a particular month be released by 10th of the succeeding month subject to submission of satisfactory progress report of the preceding month.
- f) 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.
- g) 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. 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.

8. OTHER GENERAL TERMS AND CONDITIONS

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. 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.

9. 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. After Signing of Contract, the agency shall furnish the annual work plan staggering the annual activities based on which the performance shall be reviewed periodically. The monthly payment shall be done accordingly.

S N o	Stage of Progress	Time Period
1.	90% of the deliverable for establishment of Food Processing Enterprises	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year)
2.	90% of the deliverables are executed as per timeline	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year)

3.	90% of the Capacity building, handholding and training activities are achieved	After completion of the training (Milestones in between as per every year target to be reviewed at the end of each financial year)
4.	90% achievement of financial target	At the end of the project (Milestones in between as per every year target to be reviewed at the end of each financial year))

10. REVIEW 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. 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. prevalent in the country. The Partner Agency shall conform to the standards laid down in the RFP in totality.

12. RISK & RESPONSIBILITY

- i. The Agency shall without limiting to its obligations and responsibilities will ensure and keep insured it's personnel so deployed at APICOL against all liabilities for death and

injury whatsoever on account of any accident in the course of performing the Operation & Maintenance services. The client will not be responsible and be held liable for any such death injury or accident 'to the employees' and any other personnel deployed by the Agency. In the event the client is made liable to pay any damage or compensation in respect of such employees the Agency shall reimburse such damages or compensation on demand.

- ii. The Agency shall comply all the provisions of prevailing Labour Laws during execution of work. The personnel deployed shall be morally good and physically healthy to carry out the assignments to the satisfaction of the client.
- iii. The Agency shall provide qualified uniformed staff to perform the services. The employees of Agency entering the premises of the client shall have proper uniform & badges for Identification and shall display identity proof on their person in course of duty hour.
- iv. The Agency shall conduct periodic general medical check up of its employees at its own cost. In the event of any of the staff is found to be suffering from any communicable disease, such employee(s) shall be replaced immediately providing substitute(s) immediately.
- v. The Agency shall deploy its authorized representatives and adequate supervisors to be present at the place of work during working hours to ensure satisfactory services under this Agreement. It shall further exercise due and adequate control over such personnel and ensure that appropriate instructions/ directions are issued to them in the course of the performance of the tasks under this Agreement.
- vi. The Agency shall ensure that its employees, while carrying out their obligations under the Agreement observe all required standards of cleanliness, decency and decorum, safety and general discipline and such other instructions or guidelines as may be issued by the authorized representative of the client.
- vii. "Right man to for Right Job" shall be followed to avoid accident at workplace. It shall be the duty of the Facility Management and Supervisor of the Agency to get the critical job done by the employees professionally and technically competent enough to perform the said particular task.
- viii. The Service Provider should install a Biometric system with computer assisted information capturing modalities as well as manual entry of the information the attendance of its personnel deployed at the location and the report should be verified by the authorised officer from time to time.

13. TAXES AND STATUTORY COMPLIANCE

- i. The Agency shall obtain all requisite license, permissions, certificates, registrations, etc. to render the required service from all competent Client and shall furnish as and when demanded.
- ii. The Agency has to take care of all Taxes & Levies, GST, stamp duty, registration charges for the employees including any charges and levies for obtaining various certificates related to execution of this assignment.
- iii. The Agency shall be responsible for compliance and coverage of its employees under all necessary statutory obligations under various statutes applicable such as Employees State Insurance (ESI), Provident Fund (PF), Workman Compensation Act, Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, etc. the Agency shall maintain proper records & documents and produce them to the authorized representative of the client as and when required, in proof of compliance of all the relevant and connected laws enacted by the Central & State Govt. etc.
- iv. The Agency shall alone be responsible for the payments of wages and all other statutory payments/legal dues to its employees deployed under this agreement. The payment/consideration shall be released by the client only upon the Agency producing

online PF & ESI deposits of the payment receipt for the preceding month. Without such a document, no bill shall be passed.

- v. The Agency shall provide First Aid facilities at the work place according to applicable laws.
- vi. In the event of the Agency failing to comply with any of the provision of the statutes applicable to it resulting the Principal incurring any expenditure thereafter including facing litigation, the Agency shall indemnify such expenditure and other damages, losses as may be estimated by the client. The client may take appropriate action to recover the same from the Agency, from 'its pending bills. If it does not suffice, the balance shall be recovered under ordinary common law through civil court.

14. 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.

15. LOSS/THEFT/DAMAGE

The Agency shall be responsible for any and all losses, thefts, damages caused to any equipment installations in the premises, fittings and fixtures, goods there in and any other properties belonging to the client because of any act of negligence, commission or omission of its employees while discharging their duties.

16. INDEMNIFICATION:

- i. Agency shall at times indemnify and keep APICOL indemnified against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.
- ii. Agency shall at all times indemnify and keep APICOL indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.
- iii. Agency shall at all times indemnify and keep APICOL indemnified against any and all claims by employees, workmen, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.
- iv. Agency shall at all times indemnify and keep APICOL indemnified against any wrongful, incorrect, dishonest, criminal, fraudulent, negligent at duty obligations, failure, unfaithful act or omission by the Agency or its staff.
- v. All claims regarding indemnity shall survive the termination or expiry of the contract.
- vi. The Authority shall indemnify to the Agency for an amount not exceeding total amount mentioned in the contract for any direct loss or damage due to any negligence, breach of confidentiality or any breach of Intellectual Property Rights (IPR) during the contract period.

17. 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 reserve 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.

18. 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 SPMU 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-execution 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 SPMU 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) 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.
- e) 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.

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 if circumstances are justified.

19. ARBITRATION

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 to Government of Odisha, MSME Department 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 not 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 Bhubaneswar, Odisha, India.

20. 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/Odisha 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
(Name & Designation with Seal)

Signature of Authorized Representative of Agency
(Name & Designation with Seal)

Witnesses:

For APICOL

1)

2)

For AGENCY

1)

2)

8. ANNEXURES

ANNEXURE – I

FORMAT FOR SUBMISSION OF PRE-BID QUERY

Sl. No	RFP Document Section	Content of RFP requiring clarification	Clarification requested

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

Annexure – II

PERFORMANCE BANK GUARANTEE FORMAT

To,
The Managing Director,
APICOL

WHEREAS..... (Name and address of the Agency) (hereinafter called “the Agency”) has undertaken, in pursuance of RFP no..... dated to undertake the service (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____(Name of the Client) in the said contract that the Agency shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby declare that we are guarantors and responsible to you, on behalf of the Agency, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the Agency to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Agency shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the day of, 2025

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our Bhubaneswar branch on or before Dt.....otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Bank & Branch