
Invitation of Proposals

(CONSULTING SERVICES – FIRMS SELECTION)

INDIA

Name of Project: Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project

Project Number: P168310

Assignment Title: Consultancy services for providing technical support for technical cell within PIU-DoM

Reference No. SMART/PCMU/DoM/CS/60/2023-24

Brief Background:

The State is implementing 'Hon. Balasaheb Thackeray Agribusiness and Rural Transformation' Project with the financial support of the World Bank. The objective of the project is to support the development of inclusive and competitive agriculture value chains, focusing on smallholder farmers and agri-entrepreneurs in Maharashtra. This would be achieved by expanding access to new and organized markets for producers and enterprises with complementary investments in technical services and risk management capabilities.

Objectives of the Assignment:

The assignment is divided in following three Objectives:

- 1) Evaluation of reform efforts already being implemented.
- 2) Research and recommendations for the ongoing program of reforms
- 3) Support DoM for undertaking 'reform scale-up' efforts.

Implementation Period: 15 Months

Expected Start date of Assignment: 18th October 2023

Estimated Cost: Rs. 97.33 Lakhs Including GST

The Project Implementation Unit –Directorate of Marketing, SMART Project now invites eligible consulting firms ("Consultants") to submit their proposals for aforesaid consultancy Services. Interested Consultants may download the RFP document free of cost from www.smart-mh.org. (*Procurement & tender section*) The Consultants would be responsible for ensuring that any addenda available on the website is also downloaded and incorporated.

Short listing Criteria for the Consultant: For minimum shortlisting criteria and evaluation of technical proposal, please refer ITB clause 21.1 of RFP document

The attention of interested Consultants is drawn to Section III, paragraphs, 3.14, 3.16, and 3.17 of the World Bank's "Procurement Regulations for IPF Borrowers", July 2016 Revised in November 2017, July 2018, and November 2020 ("Procurement Regulations"), setting forth the World Bank's policy on conflict of interest.

A Consultant will be selected in accordance with the QCBS method set out in the Procurement Regulations.

Further information can be obtained at the address below during office hours [10.00 to 17.30 hours]. Interested Consultant may submit proposal in a sealed envelope clearly superscripted as Proposal for "**Consultancy services for providing technical support for technical cell within PIU-DoM**" by **29/09/2023 up to 17.00 hours**.

**Director of Marketing
and Head of PIU – DoM**

Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project
3rd Floor, New Central Building
Pune-411001
Maharashtra

Website: www.smart-mh.org

Tel: 020 - 2612 6628

E-mail: smart.piudom@gmail.com

SELECTION OF CONSULTANTS

REQUEST FOR PROPOSALS

RFP No.: SMART/PCMU/DoM/ CS/60/2023-24

Consultancy services for providing technical support for technical cell within PIU-DoM

Client: Head Project Implementation Unit-Directorate OF Marketing Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project

Country: India

Project: Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project

Issued on: 30/08/2023

PART I

Section 1. Letter of Invitation

RFP No. SMART/PCMU/DoM/ CS/60/2023-24

Loan No. Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project.

Pune: 30/08/2023

Dear Mr. /Ms.:

1. The Government of India (GOI) through Department of Agriculture, Government of Maharashtra (hereinafter called "Borrower") has received financing from the International Bank for Reconstruction and Development (IBRD) (the "Bank") in the form of a "loan" (hereinafter called "loan" toward the cost of Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project. The Department of Agriculture (DoA), Government of Maharashtra (GoM), an implementing agency of the Client, intends to apply a portion of the proceeds of this loan to eligible payments under the contract for which this Request for Proposals is issued. Payments by the Bank will be made only at the request of the SMART, DoA, GoM through GOI and upon approval by the Bank, and will be subject, in all respects, to the terms and conditions of the loan agreement. The loan agreement prohibits a withdrawal from the loan account for the purpose of any payment to persons or entities, or for any import of goods, if such payment or import, to the knowledge of the Bank, is prohibited by a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations. No party other than the Borrower shall derive any rights from the loan agreement or have any claims to the proceeds of the loan
2. The Client now invites proposals to provide the following consulting services (hereinafter called "Services"): ***Consultancy services for providing technical support for technical cell within PIU-DoM.*** More details on the Services are provided in the Terms of Reference (Section 7).
3. A firm will be selected under Quality and Cost Based Selection (QCBS) and in a Full Technical Proposal (FTP) format as described in this RFP, in accordance with the policies of the Bank detailed in the Bank's "Regulations for IPF Borrowers" *Revised in November 2017, July 2018, and November 2020.* ("Procurement Regulations") which can be found at the following website: www.worldbank.org
4. The RFP includes the following documents:

Section 1 - Letter of Invitation

Section 2 - Instructions to Consultants and Data Sheet

Section 3 - Technical Proposal (FTP) - Standard Forms

Section 4 - Financial Proposal - Standard Forms
Section 5 – Eligible Countries
Section 6 – Bank’s Policy – Corrupt and Fraudulent Practices
Section 7 - Terms of Reference
Section 8 - Forms of Contract (Lump-Sum)

5. Details on the proposal’s submission date, time and address are provided in ITC 17.7 and 17.9.

Yours sincerely,

**Director of Marketing
and Head of PIU – DoM**

Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project
3rd Floor, New Central Building
Pune-411001
Maharashtra

Website: www.smart-mh.org

Tel: 020 - 2612 6628

E-mail: smart.piudom@gmail.com

Section 2. Instructions to Consultants and Data Sheet

A. General Provisions

1. Definitions

- (a) “Affiliate(s)” means an individual or an entity that directly or indirectly controls, is controlled by, or is under common control with the Consultant.
- (b) “Applicable Law” means the laws and any other instruments having the force of law in the Client’s country, or in such other country as may be specified in the **Data Sheet**, as they may be issued and in force from time to time.
- (c) “Bank” means the International Bank for Reconstruction and Development (IBRD) or the International Development Association (IDA).
- (d) “Borrower” means the Government, Government agency or other entity that signs the *loan* agreement with the Bank.
- (e) “Client” means the implementing agency that signs the Contract for the Services with the selected Consultant.
- (f) “Consultant” means a legally-established professional consulting firm or an entity that may provide or provides the Services to the Client under the Contract.
- (g) “Contract” means a legally binding written agreement signed between the Client and the Consultant and includes all the attached documents listed in its Clause 1 (the General Conditions of Contract (GCC), the Special Conditions of Contract (SCC), and the Appendices).
- (h) “Data Sheet” means an integral part of the Instructions to Consultants (ITC) Section 2 that is used to reflect specific country and assignment conditions to supplement, but not to over-write, the provisions of the ITC.
- (i) “Day” means a calendar day, unless otherwise specified as “Business Day”. A Business Day is any day that is an official working day of the Borrower. It excludes the Borrower’s official public holidays.
- (j) “Experts” means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Consultant, Sub-consultant or Joint Venture member(s).

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- (k) "Government" means the government of the Client's country.
- (l) "in writing" means communicated in written form (e.g. by mail, e-mail, fax, including, if specified in the Data Sheet, distributed or received through the electronic-procurement system used by the Client) with proof of receipt.
- (m) "Joint Venture (JV)" means an association with or without a legal personality distinct from that of its members, of more than one Consultant where one member has the authority to conduct all business for and on behalf of any and all the members of the JV, and where the members of the JV are jointly and severally liable to the Client for the performance of the Contract.
- (n) "Key Expert(s)" means an individual professional whose skills, qualifications, knowledge and experience are critical to the performance of the Services under the Contract and whose CV is taken into account in the technical evaluation of the Consultant's proposal.
- (o) "ITC" (this Section 2 of the RFP) means the Instructions to Consultants that provides the Consultants with all information needed to prepare their Proposals.
- (p) "Non-Key Expert(s)" means an individual professional provided by the Consultant or its Sub-consultant and who is assigned to perform the Services or any part thereof under the Contract and whose CVs are not evaluated individually.
- (q) "Proposal" means the Technical Proposal and the Financial Proposal of the Consultant.
- (r) "RFP" means the Request for Proposals to be prepared by the Client for the selection of Consultants, based on the SPD-RFP.
- (s) "SPD-RFP" means the Standard Procurement Document - Request for Proposals, which must be used by the Client as the basis for the preparation of the RFP.
- (t) "Services" means the work to be performed by the Consultant pursuant to the Contract.
- (u) "Sub-consultant" means an entity to whom the Consultant intends to subcontract any part of the Services while the Consultant remains responsible to

the Client during the whole performance of the Contract.

(v) “Terms of Reference (TORs)” (this Section 7 of the RFP) means the Terms of Reference that explains the objectives, scope of work, activities, and tasks to be performed, respective responsibilities of the Client and the Consultant, and expected results and deliverables of the assignment.

2. Introduction

2.1 The Client named in the **Data Sheet** intends to select a consultant from those listed in the Request for Proposals (RFP), in accordance with the method of selection specified in the **Data Sheet**.

2.2 The Consultants are invited to submit a Technical Proposal and a Financial Proposal, or a Technical Proposal only, as specified in the **Data Sheet**, for consulting services required for the assignment named in the **Data Sheet**. The Proposal will be the basis for negotiating and ultimately signing the Contract with the selected Consultant.

2.3 The Consultants should familiarize themselves with the local conditions and take them into account in preparing their Proposals, including attending a pre-proposal conference if one is specified in the **Data Sheet**. Attending any such pre-proposal conference is optional and is at the Consultants’ expense.

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

3. Conflict of Interest

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

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

3.2.1 Without limitation on the generality of the foregoing, and unless stated otherwise in the **Data Sheet**, the Consultant shall not be hired under the circumstances set forth below:

a. Conflicting activities

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

b. Conflicting assignments

(ii) Conflict among consulting assignments: a Consultant (including its Experts and Sub-consultants) or any of its Affiliates shall not be hired for any assignment that, by its nature, may be in conflict with another assignment of the Consultant for the same or for another Client.

c. Conflicting relationships

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

4. Unfair Competitive Advantage

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

5. Fraud and Corruption

5.1 The Bank requires compliance with the Bank's Anti-Corruption Guidelines and its prevailing sanctions policies and

procedures as set forth in the WBG's Sanctions Framework, as set forth in Section 6.

5.2 In further pursuance of this policy, Consultants shall permit and shall cause their agents (where declared or not), subcontractors, subconsultants, service providers, suppliers, and their personnel, to permit the Bank to inspect all accounts, records and other documents relating to any shortlisting process, Proposal submission, and contract performance (in the case of award), and to have them audited by auditors appointed by the Bank.

6. Eligibility

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

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

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

a. Sanctions

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

b. Prohibitions

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

- (a) as a matter of law or official regulations, the Borrower's country prohibits commercial relations with that country, provided that the Bank is satisfied that such exclusion does not preclude effective competition for the provision of Services required; or
- (b) by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of

the Charter of the United Nations, the Borrower's Country prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

c. Restrictions for State-owned Enterprises

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

d. Restrictions for public employees

Government officials and civil servants of the Borrower's country are not eligible to be included as Experts, individuals, or members of a team of Experts in the Consultant's Proposal unless:

(i) the services of the government official or civil servant are of a unique and exceptional nature, or their participation is critical to project implementation; and

(ii) their hiring would not create a conflict of interest, including any conflict with employment or other laws, regulations, or policies of the Borrower.

e. Borrower Debarment

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

B. Preparation of Proposals

7. General Considerations

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

8. Cost of Preparation of Proposal

8.1 The Consultant shall bear all costs associated with the preparation and submission of its Proposal, and the Client shall not be responsible or liable for those costs, regardless of the conduct or outcome of the selection process. The Client is not bound to accept any proposal, and reserves the right to annul the selection process at any time prior to Contract award, without thereby incurring any liability to the Consultant.

9. Language

9.1 The Proposal, as well as all correspondence and documents relating to the Proposal exchanged between the

Consultant and the Client, shall be written in the language(s) specified in the **Data Sheet**.

10. Documents Comprising the Proposal

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

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

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

11. Only One Proposal

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

12. Proposal Validity

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

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

12.3 If it is established that any Key Expert nominated in the Consultant's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation, and may be subject to sanctions in accordance with ITC 5.

a. Extension of Validity Period

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

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

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

**b. Substitution
of Key Experts at
Validity
Extension**

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

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

**c. Sub-
Contracting**

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

**13. Clarification
and
Amendment
of RFP**

13.1 The Consultant may request a clarification of any part of the RFP during the period indicated in the **Data Sheet** before the Proposals' submission deadline. Any request for clarification must be sent in writing, or by standard electronic means, to the Client's address indicated in the **Data Sheet**. The Client will respond in writing, or by standard electronic means, and will send written copies of the response (including an explanation of the query but without identifying its source) to all Consultants. Should the Client deem it necessary to amend the RFP as a result of a clarification, it shall do so following the procedure described below:

13.1.1 At any time before the proposal submission deadline, the Client may amend the RFP by issuing an amendment in writing or by standard electronic means. The amendment shall be sent to all Consultants and will be binding on them. The Consultants shall acknowledge receipt of all amendments in writing.

13.1.2 If the amendment is substantial, the Client may extend the proposal submission deadline to give the

Consultants reasonable time to take an amendment into account in their Proposals.

13.2 The Consultant may submit a modified Proposal or a modification to any part of it at any time prior to the proposal submission deadline. No modifications to the Technical or Financial Proposal shall be accepted after the deadline.

14. Preparation of Proposals – Specific Considerations

14.1 While preparing the Proposal, the Consultant must give particular attention to the following:

14.1.1 If a Consultant considers that it may enhance its expertise for the assignment by associating with other consultants in the form of a Joint Venture or as Sub-consultants, it may do so.

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

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

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

15. Technical Proposal Format and Content

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

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

15.2 Depending on the nature of the assignment, the Consultant is required to submit a Full Technical Proposal

(FTP), or a Simplified Technical Proposal (STP) as indicated in the **Data Sheet** and using the Standard Forms provided in Section 3 of the RFP.

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

C. Submission, Opening and Evaluation

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

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

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

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

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

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

17.7 The sealed envelopes containing the Technical and Financial Proposals shall be placed into one outer envelope and sealed. This outer envelope shall be addressed to the Client and bear the submission address, RFP reference number, the name of the assignment, Consultant's name and the address, and shall be clearly marked "**DO NOT OPEN BEFORE [insert the time and date of the submission deadline indicated in the Data Sheet]**".

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

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

18. Confidentiality

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

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

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

19. Opening of Technical Proposals

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

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

20. Proposals Evaluation

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

20.2 The Consultant is not permitted to alter or modify its Proposal in any way after the proposal submission deadline

except as permitted under ITC 12.7. While evaluating the Proposals, the Client will conduct the evaluation solely on the basis of the submitted Technical and Financial Proposals.

21. Evaluation of Technical Proposals

21.1 The Client's evaluation committee shall evaluate the Technical Proposals on the basis of their responsiveness to the Terms of Reference and the RFP, applying the evaluation criteria, sub-criteria, and point system specified in the **Data Sheet**. Each responsive Proposal will be given a technical score. A Proposal shall be rejected at this stage if it does not respond to important aspects of the RFP or if it fails to achieve the minimum technical score indicated in the **Data Sheet**.

22. Financial Proposals for QBS

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

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

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

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

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

23.2 The Client shall simultaneously notify in writing those Consultants whose Proposals were considered responsive to the RFP and TOR, and that have achieved

the minimum qualifying technical score, advising them the following:

- (i) their Proposal was responsive to the RFP and TOR and met the minimum qualifying technical score;
- (ii) provide information relating to the Consultant's overall technical score, as well as scores obtained for each criterion and sub-criterion;
- (iii) their Financial Proposal will be opened at the public opening of Financial Proposals; and
- (iv) notify them of the date, time and location of the public opening and invite them for the opening of the Financial Proposals.

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

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

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

24. Correction of Errors

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

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- a. Time-Based Contracts** 24.1.1 If a Time-Based contract form is included in the RFP, the Client’s evaluation committee will (a) correct any computational or arithmetical errors, and (b) adjust the prices if they fail to reflect all inputs included for the respective activities or items included in the Technical Proposal. In case of discrepancy between (i) a partial amount (sub-total) and the total amount, or (ii) between the amount derived by multiplication of unit price with quantity and the total price, or (iii) between words and figures, the former will prevail. In case of discrepancy between the Technical and Financial Proposals in indicating quantities of input, the Technical Proposal prevails and the Client’s evaluation committee shall correct the quantification indicated in the Financial Proposal so as to make it consistent with that indicated in the Technical Proposal, apply the relevant unit price included in the Financial Proposal to the corrected quantity, and correct the total Proposal cost.
- b. Lump-Sum Contracts** 24.2 If a Lump-Sum contract form is included in the RFP, the Consultant is deemed to have included all prices in the Financial Proposal, so neither arithmetical corrections nor price adjustments shall be made. The total price, net of taxes understood as per ITC 25, specified in the Financial Proposal (Form FIN-1) shall be considered as the offered price. Where there is a discrepancy between the amount in words and the amount figures, the amount in words shall prevail.
- 25. Taxes** 25.1 The Client’s evaluation of the Consultant’s Financial Proposal shall exclude taxes and duties in the Client’s country in accordance with the instructions in the **Data Sheet**.
- 26. Conversion to Single Currency** 26.1 For the evaluation purposes, prices shall be converted to a single currency using the selling rates of exchange, source and date indicated in the **Data Sheet**.
- 27. Combined Quality and Cost Evaluation**
- a. Quality- and Cost-Based Selection (QCBS)** 27.1 In the case of QCBS, the total score is calculated by weighting the technical and financial scores and adding them as per the formula and instructions in the **Data Sheet**. The Consultant with the Most Advantageous Proposal, which is the Proposal that achieves the highest combined technical and financial scores will be invited for negotiations.

b. Fixed-Budget Selection (FBS)

27.2 In the case of FBS, those Proposals that exceed the budget indicated in Clause 14.1.4 of the **Data Sheet** shall be rejected.

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

c. Least-Cost Selection

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

D. Negotiations and Award

28. Negotiations

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

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

a. Availability of Key Experts

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

28.4 Notwithstanding the above, the substitution of Key Experts at the negotiations may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Consultant, including but not limited to death or medical incapacity. In such case, the Consultant shall offer a substitute Key Expert within the period of time specified in the letter of invitation to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

b. Technical negotiations

28.5 The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, the Client's inputs, the special conditions of the Contract, and finalizing the "Description of Services" part of the Contract. These discussions shall not substantially alter the original scope of

services under the TOR or the terms of the contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

c. Financial negotiations

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

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

28.8 In the case of a Time-Based contract, unit rates negotiations shall not take place, except when the offered Key Experts and Non-Key Experts' remuneration rates are much higher than the typically charged rates by consultants in similar contracts. In such case, the Client may ask for clarifications and, if the fees are very high, ask to change the rates after consultation with the Bank.

The format for (i) providing information on remuneration rates in the case of Quality Based Selection; and (ii) clarifying remuneration rates' structure under ITC 28.8 above, is provided in Appendix A to the Financial Form FIN-3: Financial Negotiations – Breakdown of Remuneration Rates.

29. Conclusion of Negotiations

29.1 The negotiations are concluded with a review of the finalized draft Contract, which then shall be initialed by the Client and the Consultant's authorized representative.

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

30. Award of Contract

30.1 After completing the negotiations, the Client shall obtain the Bank's no objection to the negotiated draft Contract, if applicable; sign the Contract; publish the award information as per the instructions in the **Data Sheet**; and promptly notify the other Consultants.

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

**31. Procurement
Related Complaint**

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

Instructions to Consultants

E. Data Sheet

A. General	
ITC Reference	
2.1	Name of the Client: Head Project Implementation Unit-Directorate OF Marketing Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project. Method of selection: Quality and Cost Based Selection (QCBS) as per the Applicable Procurement Regulations (available on www.worldbank.org)
2.2	Financial Proposal to be submitted together with Technical Proposal: Yes The name of the assignment is: Consultancy services for providing technical support for technical cell within PIU-DoM.
2.3	A pre-proposal conference will be held: No Firms are requested to send their queries on smart.piudom@gmail.com on or before 08/09/2023 in the format provided at the end of this document E-mail: smart.piudom@gmail.com The clarifications to all queries raised by the firms will be published on project website www.smart-mh.org only.
2.4	The Client will provide the following inputs, project data, reports, etc. to facilitate the preparation of the Proposals: Section 7 : Terms of Reference
6.3.1	A list of debarred firms and individuals is available at the Bank's external website: www.worldbank.org/debarr
B. Preparation of Proposals	
9.1	This RFP has been issued in the English language. Proposals shall be submitted in English language. All correspondence exchange shall be in English language.
10.1	The Proposal shall comprise the following: <u>For FULL TECHNICAL PROPOSAL (FTP):</u>

	<p>1st Inner Envelope with the Technical Proposal:</p> <p>(1) Power of Attorney to sign the Proposal (2) Turn over certificate issued by Chartered Accountant firm (3) Details of number of professionals with the firm (details of each professionals with Name, Education, Work Experience in number of years') (4) TECH-1 (5) TECH-2 (6) TECH-3 (7) TECH-4 (8) TECH-5 (9) TECH-6</p> <p>AND</p> <p>2nd Inner Envelope with the Financial Proposal:</p> <p>(1) FIN-1 (2) FIN-2 (3) FIN-3 (4) FIN-4</p>
10.2	Statement of Undertaking is required: No
11.1	Participation of Sub-consultants, Key Experts and Non-Key Experts in more than one Proposal is permissible: Yes
12.1	Proposals must remain valid for 120 calendar days after the proposal submission deadline (i.e., until: 27/01/2024).
13.1	Clarifications may be requested no later than 15 days prior to the submission deadline. Any request for clarification must be sent in writing on (<i>smart.piudom@gmail.com</i>)
13.1.1	The Client will host the amendment to RFP, if any on www.smart-mh.org at any time prior to the submission deadline.
13.1.2	The Client will host extension of submission deadline on www.smart-mh.org
14.1.2	Estimated total cost of the assignment: Rs. 97.33 Lakhs including GST
14.1.3 for time-based contracts only	Not applicable

14.1.4 and 27.2 use for Fixed Budget method	Not applicable
15.2	The format of the Technical Proposal to be submitted is: FTP Submission of the Technical Proposal in a wrong format may lead to the Proposal being deemed non-responsive to the RFP requirements.
16.1	<p>(1) <i>a per diem allowance, including hotel, for experts for every day of absence from the home office for the purposes of the Services;</i></p> <p>(2) <i>cost of travel by the most appropriate means of transport and the most direct practicable route;</i></p> <p>(3) <i>cost of office accommodation, including overheads and back-stop support;</i></p> <p>(4) <i>communications costs;</i></p> <p>(5) <i>cost of purchase or rent or freight of any equipment required to be provided by the Consultants;</i></p> <p>(6) <i>cost of reports production (including printing) and delivering to the Client;</i></p> <p>(7) <i>other allowances where applicable and provisional or fixed sums (if any)]</i></p>
16.2	A price adjustment provision applies to remuneration rates: No
16.3	Information on the Consultant's tax obligations in the Client's country should be checked with tax experts.
16.4	The Financial Proposal shall be stated in the following currencies: Indian Rupees
C. Submission, Opening and Evaluation	
17.1	The Consultants shall not have the option of submitting their Proposals electronically.
17.7 and 17.9	<p>The Proposals must be submitted no later than:</p> <p>Date: 29/09/2023</p> <p>Time: 17.00 Hrs</p> <p>The Proposal submission address is: Director of Marketing</p>

	and Head of PIU – DoM Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project 3rd Floor, New Central Building, Pune-411001 Maharashtra									
19.1	An online option of the opening of the Technical Proposals is offered: No The opening shall take place at: “same as the Proposal submission address” Date: 03/10/2023 Time: 13.00 Hours <i>In the event of the specified date of proposal opening being declared a holiday for the Client, the proposals will be opened at the appointed time and location on the next working day</i>									
19.2	In addition, the following information will be read aloud at the opening of the Technical Proposals N.A.									
21.1	<p>Consultant’s technical proposal shall be evaluated in two parts.</p> <p style="text-align: center;">Part-A</p> <p>Part A (as mentioned below) shall be the mandatory criteria that the consultants must meet. Technical Proposals of Consultants who do not meet the criteria in Part A, shall not be further evaluated and the proposal shall be rejected.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Sr. No.</th> <th style="text-align: center;">Mandatory Criteria</th> <th style="text-align: center;">Document Required</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>The firm shall be a registered company in India under the Companies Act or a Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership. <i>(In case of JV/Consortium, both the firms should fulfil this criteria independently)</i></td> <td>Firm Registration Copy</td> </tr> <tr> <td style="text-align: center;">2</td> <td>The firm should have been in the business of consultancy related to the activities in agricultural marketing since last 07 years. <i>(In case of JV/Consortium, lead firm should fulfil this criteria independently)</i></td> <td>Relevant contracts or work orders and Project Completion Certificates mentioning Project Description including Scope of Services, contract value, etc. to be enclosed;</td> </tr> </tbody> </table>	Sr. No.	Mandatory Criteria	Document Required	1	The firm shall be a registered company in India under the Companies Act or a Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership. <i>(In case of JV/Consortium, both the firms should fulfil this criteria independently)</i>	Firm Registration Copy	2	The firm should have been in the business of consultancy related to the activities in agricultural marketing since last 07 years. <i>(In case of JV/Consortium, lead firm should fulfil this criteria independently)</i>	Relevant contracts or work orders and Project Completion Certificates mentioning Project Description including Scope of Services, contract value, etc. to be enclosed;
Sr. No.	Mandatory Criteria	Document Required								
1	The firm shall be a registered company in India under the Companies Act or a Registered Partnership under the Partnership Act, 1932 or a Limited Liability Partnership. <i>(In case of JV/Consortium, both the firms should fulfil this criteria independently)</i>	Firm Registration Copy								
2	The firm should have been in the business of consultancy related to the activities in agricultural marketing since last 07 years. <i>(In case of JV/Consortium, lead firm should fulfil this criteria independently)</i>	Relevant contracts or work orders and Project Completion Certificates mentioning Project Description including Scope of Services, contract value, etc. to be enclosed;								

		Form: Tech 2 (B)
3	The firm should have experience of consultancy in agricultural marketing of at least 01 Govt. organization in last 7 years (Central / State Govt. Departments /Central, State PSUs / PSBs / Autonomous Bodies / Institutions / Established Bodies). <i>(In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)</i>	Relevant contracts or work orders and Project Completion Certificates mentioning Project Description including Scope of Services, contract value, etc. to be enclosed; Form: Tech 2 (B)
4	The average turnover from consultancy related business shall not be less than Rs 05 Crores in the last three financial years (FY 2020-21 to 2022-23). <i>(In case of JV/Consortium, lead firm should fulfil this criteria independently)</i>	Annual Financial Audited statements by a Chartered Accountant Firm of last three FY – from 2020-21, 2021-22 and 2022-23 to be enclosed; Any relevant supporting document
5	The firm should have at least 25 professional human resources on its payroll as on date of RFP submission. Firms will furnish information of such personnel in the execution team. <i>(In case of JV/Consortium, either firm or both the firms jointly can fulfil this criteria)</i>	Details of number of professionals with the firm (details of each professionals with Name, Education, Work Experience in number of years')
6	Firms should not have been blacklisted with any Govt./PSU body, Ministry or Agency on date of bid submission. <i>(In case of JV/Consortium, both the firms should fulfil this criteria independently)</i>	Declaration to be given.
<p><i>Note: A Joint Venture / Consortium of maximum two (2) firms are is allowed. In such case firm should submit notarized Joint Venture / Consortium agreement on Rs. 500 non-judicial stamp paper clearly mentioning the name of the lead firm. None of the firm of Joint venture/Consortium firm/member shall submit RFP individually or in Joint Venture /Consortium partner with the any other firm for this assignment.</i></p>		

All the partner firms in the joint venture/consortium shall be jointly and severally liable for the entire contract, if selected.

Part- B:

Technical Proposal of Consultants, who meet the criteria in Part A, shall be evaluated further using the scoring scheme contained in Part B below.

No	Particulars	Points
(i)	Specific experience of the Consultant (as a firm) relevant to the Assignment:	
a)	Experience of carrying out study/ Survey/ Research/ Preparation of roadmap or implementing strategy for agriculture marketing reforms in India. (05 points for each eligible assignment)	10
b)	Experience of supporting implementation of agriculture marketing reforms/ market interventions in India. (05 points for each eligible assignment)	10
	Total Points of Criteria (i)	20
(ii)	Adequacy and quality of the proposed methodology, and work plan in responding to the Terms of Reference (TORs)	
a)	Technical approach & Methodology	
	1. Specific Approach	15
	2. Activity Schedule	5
b)	Work Plan	
	1. Adequacy of Plan	10
	2. Duration and Input of staff months	5
c)	Organization & Staffing	5
	Total Points of Criteria (ii)	40
	<i>{Notes to Consultant: the Client will assess whether the proposed methodology is clear, responds to the TORs, work plan is realistic and implementable; overall team composition is balanced and has an appropriate skills mix; and the work plan has right input of Experts}</i>	
(iii)	Key Experts' qualifications and competence for the Assignment:	
(a)	Position K-1: Team Leader cum Agricultural Marketing Expert (01 Nos.)	15
(b)	Position K-2: Statistician (01 Nos.)	10
(c)	Position K-3: Market Reform Analyst (01 Nos.)	15
	Total Points of Criteria (iii)	40
	Notes to Consultant: each position number corresponds to the same for the Key Experts in Form TECH-6 to be prepared by the Consultant}	

The following sub-criteria will be considered for

	<table border="1"> <tr> <td></td> <td>evaluation of the above positions:</td> </tr> <tr> <td>1)</td> <td>General qualifications (general education, training, and experience):15%</td> </tr> <tr> <td>2)</td> <td>Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%</td> </tr> <tr> <td>3)</td> <td>Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):15%</td> </tr> <tr> <td></td> <td style="text-align: center;">Total</td> </tr> <tr> <td></td> <td style="text-align: center;">Points</td> </tr> <tr> <td></td> <td>Total points for the four criteria: 100</td> </tr> </table> <p>The minimum technical score (St) required to pass is: 70 Points</p>		evaluation of the above positions:	1)	General qualifications (general education, training, and experience):15%	2)	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%	3)	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):15%		Total		Points		Total points for the four criteria: 100
	evaluation of the above positions:														
1)	General qualifications (general education, training, and experience):15%														
2)	Adequacy for the Assignment (relevant education, training, experience in the sector/similar assignments): 70%														
3)	Relevant experience in the region (working level fluency in local language(s)/knowledge of local culture or administrative system, government organization, etc.):15%														
	Total														
	Points														
	Total points for the four criteria: 100														
23.4	An online option of the opening of the Financial Proposals is offered: No														
23.5	<p>Following the completion of the evaluation of the Technical Proposals, the Client will notify all Consultants of the location, date and time of the public opening of Financial Proposals.</p> <p>Any interested party who wishes to attend this public opening should contact Nodal Officer, PIU-DoM, SMART & Joint Director, Marketing, Pune and request to be notified of the location, date and time of the public opening of Financial Proposals. The request should be made before the deadline for submission of Proposals, stated above.</p>														
25.1	For the purpose of the evaluation, the Client will exclude: all local identifiable indirect taxes such as GST, or similar taxes levied on the contract's invoices; If a Contract is awarded, at Contract negotiations, all such taxes will be discussed, finalized (using the itemized list as a guidance but not limiting to it) and added to the Contract amount as a separate line, also indicating which taxes shall be paid by the Consultant and which taxes are withheld and paid by the Client on behalf of the Consultant.														
26.1	Proposals should be submitted in Indian Rupees only														
27.1 (QCBS only)	<p>The lowest evaluated Financial Proposal (Fm) is given the maximum financial score (Sf) of 100.</p> <p>The formula for determining the financial scores (Sf) of all other Proposals is calculated as following:</p> <p>Sf = 100 x Fm/ F, in which "Sf" is the financial score, "Fm" is the lowest price, and "F" the price of the proposal under consideration.</p>														

	<p>The weights given to the Technical (T) and Financial (P) Proposals are: T = 80% P = 20% Proposals are ranked according to their combined technical (St) and financial (Sf) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; T + P = 1) as following: $S = St \times T\% + Sf \times P\%$.</p>
	D. Negotiations and Award
28.1	<p>Expected date and address for contract negotiations: Date: 10/10/2023 Address: Director of Marketing and Head of PIU – DoM Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project 3rd Floor, New Central Building, Pune-411001 Maharashtra</p>
30.1	<p>The publication of the contract award information following the completion of the contract negotiations and contract signing will be done as following: Project Website</p> <p>The publication will be done within 15 days after the contract signing.</p>
30.2	<p>Expected date for the commencement of the Services: Date: 18/10/2023 at: PIU-DoM, Pune</p>
31	<p>The procedures for making a Procurement-related Complaint are detailed in the “Procurement Regulations for IPF Borrowers (Annex III).” If a Consultant wishes to make a Procurement-related Complaint, the Consultant shall submit its complaint following these procedures, In Writing (by the quickest means available, such as by email or fax), to:</p> <p style="padding-left: 40px;">For the attention: Mr. Deepak Shinde Title/position: Nodal Officer, PIU-DoM & Joint Director, Marketing, M.S. Pune. Client: Director of Marketing and Head of PIU – DoM, Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project, 3rd Floor, New Central Building, Pune-411001, Maharashtra.</p> <p>Email address: <i>smart.piudom@gmail.com</i></p> <p>A Procurement-related Complaint may challenge any of the following:</p> <ol style="list-style-type: none"> 1. the terms of this Request for Proposal;

	<ol style="list-style-type: none">2. the Client's decision to exclude a consultant from the procurement process prior to the award of contract; and3. the Client's decision to award the contract.
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Section 3. Technical Proposal – Standard Forms

{Notes to Consultant shown in brackets { } throughout Section 3 provide guidance to the Consultant to prepare the Technical Proposal; they should not appear on the Proposals to be submitted.}

CHECKLIST OF REQUIRED FORMS

FORM	DESCRIPTION	<i>Page Limit</i>
TECH-1	Technical Proposal Submission Form.	
TECH-1 Attachment	If the Proposal is submitted by a joint venture, attach a letter of intent or a copy of an existing agreement.	
Power of Attorney	No pre-set format/form. In the case of a Joint Venture, several are required: a power of attorney for the authorized representative of each JV member, and a power of attorney for the representative of the lead member to represent all JV members	
TECH-2	Consultant’s Organization and Experience.	
TECH-2A	A. Consultant’s Organization	
TECH-2B	B. Consultant’s Experience	
TECH-3	Comments or Suggestions on the Terms of Reference and on Counterpart Staff and Facilities to be provided by the Client.	
TECH-3A	A. On the Terms of Reference	
TECH-3B	B. On the Counterpart Staff and Facilities	
TECH-4	Description of the Approach, Methodology, and Work Plan for Performing the Assignment	
TECH-5	Work Schedule and Planning for Deliverables	
TECH-6	Team Composition, Key Experts Inputs, and attached Curriculum Vitae (CV)	

All pages of the original Technical and Financial Proposal shall be initialled by the same authorized representative of the Consultant.

FORM TECH-1

TECHNICAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: *[Name and address of Client]*

Dear Sirs:

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

{If the Consultant is a joint venture, insert the following: We are submitting our Proposal a joint venture with: {Insert a list with full name and the legal address of each member, and indicate the lead member}. We have attached a copy {insert: "of our letter of intent to form a joint venture" or, if a JV is already formed, "of the JV agreement"} signed by every participating member, which details the likely legal structure of and the confirmation of joint and severable liability of the members of the said joint venture.

{OR

If the Consultant's Proposal includes Sub-consultants, insert the following: We are submitting our Proposal with the following firms as Sub-consultants: {Insert a list with full name and address of each Sub-consultant.}

We hereby declare that:

- (a) All the information and statements made in this Proposal are true and we accept that any misinterpretation or misrepresentation contained in this Proposal may lead to our disqualification by the Client and/or may be sanctioned by the Bank.
- (b) Our Proposal shall be valid and remain binding upon us for the period of time specified in the Data Sheet, Clause 12.1.
- (c) We have no conflict of interest in accordance with ITC 3.
- (d) We meet the eligibility requirements as stated in ITC 6, and we confirm our understanding of our obligation to abide by the Bank's policy in regard to Fraud and Corruption as per ITC 5.

-
- (e) We, along with any of our sub-consultants, subcontractors, suppliers, or service providers for any part of the contract, are not subject to, and not controlled by any entity or individual that is subject to, a temporary suspension or a debarment imposed by the World Bank Group or a debarment imposed by the World Bank Group in accordance with the Agreement for Mutual Enforcement of Debarment Decisions between the World Bank and other development banks. Further, we are not ineligible under the Client's country laws or official regulations or pursuant to a decision of the United Nations Security Council.
 - (f) Except as stated in the Data Sheet, Clause 12.1, we undertake to negotiate a Contract on the basis of the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITC Clause 12 and ITC Clause 28.4 may lead to the termination of Contract negotiations.
 - (g) Our Proposal is binding upon us and subject to any modifications resulting from the Contract negotiations.

We undertake, if our Proposal is accepted and the Contract is signed, to initiate the Services related to the assignment no later than the date indicated in ITC 30.2 of the Data Sheet.

We understand that the Client is not bound to accept any Proposal that the Client receives.

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}: _

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: _____{insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM TECH-2

CONSULTANT'S ORGANIZATION AND EXPERIENCE

Form TECH-2: a brief description of the Consultant's organization and an outline of the recent experience of the Consultant that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Consultant's Key Experts and Sub-consultants who participated, the duration of the assignment, the contract amount (total and, if it was done in a form of a joint venture or a sub-consultancy, the amount paid to the Consultant), and the Consultant's role/involvement.

A - Consultant's Organization

1. Provide here a brief description of the background and organization of your company, and – in case of a joint venture – of each member for this assignment.
2. Include organizational chart, a list of Board of Directors, and beneficial ownership

B - Consultant's Experience

1. List only previous similar assignments successfully completed in the last 07 years.
2. List only those assignments for which the Consultant was legally contracted by the Client as a company or was one of the joint venture members. Assignments completed by the Consultant's individual experts working privately or through other consulting firms cannot be claimed as the relevant experience of the Consultant, or that of the Consultant's partners or sub-consultants, but can be claimed by the Experts themselves in their CVs. The Consultant should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references if so requested by the Client.

Duration Start Date - End Date	Assignment Name/ Title	Brief description of main deliverables /outputs	Name of Client & Address	Approx. Contract value (in INR)/ Amount paid to your firm	Role on the Assignment
{e.g., Jan.2014- Apr.2016}	{e.g., "Improvement quality of.....": designed master plan for rationalization of; }		{e.g., Ministry of, country}	{e.g., Rs./}	{e.g., Lead partner in a JV A&B&C}
{e.g., Apr 2017 - May 2018}	{e.g., "Support to sub-national government....." : drafted secondary level regulations on.....}		{e.g., municipality of....., country}	{e.g., Rs./}	{e.g., sole Consultant}

NOTE: PLEASE SUBMIT LETTER OF AWARD/LETTER OF ACCEPTANCE/WORK ORDER / CONTRACT DOCUMENT ETC. ALONG WITH THE COMPLETION CERTIFICATE INDICATING COMPLETION OF CONTRACT /ASSIGNMENT FOR EACH ASSIGNMENT MENTIONED ABOVE

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

Form TECH-3: comments and suggestions on the Terms of Reference that could improve the quality/effectiveness of the assignment; and on requirements for counterpart staff and facilities, which are provided by the Client, including: administrative support, office space, local transportation, equipment, data, etc.

A - On the Terms of Reference

{improvements to the Terms of Reference, if any}

B - On Counterpart Staff and Facilities

{comments on counterpart staff and facilities to be provided by the Client. For example, administrative support, office space, local transportation, equipment, data, background reports, etc., if any}

FORM TECH-4

DESCRIPTION OF APPROACH, METHODOLOGY, AND WORK PLAN IN RESPONDING TO THE TERMS OF REFERENCE

Form TECH-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Technical Proposal:

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

- a) **Technical Approach and Methodology.** {Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}
- b) **Work Plan.** {Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}
- c) **Organization and Staffing.** {Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts and relevant technical and administrative support staff.}

FORM TECH-5

WORK SCHEDULE AND PLANNING FOR DELIVERABLES

N°	Deliverables ¹ (D-..)	Months												
		1	2	3	4	5	6	7	8	9	n	TOTAL	
D-1	{e.g., Deliverable #1: Report A													
	1) data collection													
	2) drafting													
	3) inception report													
	4) incorporating comments													
	5)													
	6) delivery of final report to Client}													
D-2	{e.g., Deliverable #2:.....}													
n														

- 1 List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- 2 Duration of activities shall be indicated in a form of a bar chart.
3. Include a legend, if necessary, to help read the chart.


FORM TECH-6

TEAM COMPOSITION, ASSIGNMENT, AND KEY EXPERTS' INPUTS

N°	Name	Expert's input (in person/month) per each Deliverable (listed in TECH-5)										Total time-input (in Months)		
		Position	D-1	D-2	D-3	D-...					Home	Field	Total
KEY EXPERTS														
K-1	{e.g., Mr. Abbbb}	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]								
			[Field]	[0.5 m]	[2.5]	[0]								
K-2														
K-3														
n														
										Subtotal				
NON-KEY EXPERTS														
N-1			[Home]											
			[Field]											
N-2														
n														
										Subtotal				
										Total				

1 For Key Experts, the input should be indicated individually for the same positions as required under the Data Sheet ITC21.1.

-
- 2 Months are counted from the start of the assignment/mobilization. One (1) month equals twenty two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.
 - 3 "Home" means work in the office in the expert's country of residence. "Field" work means work carried out in the Client's country or any other country outside the expert's country of residence.

 Full time input

 Part time input

**FORM TECH-6
(CONTINUED)**

CURRICULUM VITAE (CV)

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Age on proposal submission date	
Country of Citizenship/Residence	

Education:

Sr. No	Name of Diploma / Degree etc.	Specialisation	University /Institution / College	Passing Year

Training Attended:

Sr.No.	Institute	Details of Training	Period in days

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous clients and employing organization(s) who can be contacted for references. Past employment that is not relevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2005-present] No of Months:	1. Organization: [e.g., Ministry of, advisor/consultant to... 2. Title / Position: 3.Contact For references: Tel...../e-mail.....; Mr. Hbbbbbb, deputy minister]		

Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Consultant's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
{List all deliverables/tasks as in TECH-5 in which the Expert will be involved}	

Expert's contact information : (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available to undertake the assignment in case of an award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the Client, and/or sanctions by the Bank.

{day/month/year}

Name of Expert

Signature

Date

{day/month/year}

Name of authorized

Date

Signature

Representative of the Consultant
(the same who signs the Proposal)

**FORMAT OF SELF DECLARATION WITH REGARD TO BLACKLISTING/ NON- DEBARMENT,
BY ORGANISATION**

(To be submitted on the Firm's Letter Head)

Date: *[insert date]*

Tender Ref No.: *[insert number]*

To: *[insert complete name of Purchaser]*

We hereby confirm and declare that we, M/s -----, is not blacklisted/ De-registered/ debarred by the World Bank Group, any Government department /Public Sector Undertaking / Autonomous Bodies for which we have Executed/ Undertaken the consultancy assignment during the last 3 years from the date of submission of RFP.

Name and Signature of agency's Authorized representative

Date & place:

Seal of agency

Section 4. Financial Proposal - Standard Forms

{*Notes to Consultant* shown in brackets { } provide guidance to the Consultant to prepare the Financial Proposals; they should not appear on the Financial Proposals to be submitted.}

Financial Proposal Standard Forms shall be used for the preparation of the Financial Proposal according to the instructions provided in Section 2.

FIN-1 Financial Proposal Submission Form

FIN-2 Summary of Costs

FIN-3 Breakdown of Remuneration

FIN-4 Reimbursable expenses

FORM FIN-1
FINANCIAL PROPOSAL SUBMISSION FORM

{Location, Date}

To: [Name and address of Client]

Dear Sirs:

We, the undersigned, offer to provide the consulting services for [Insert title of assignment] in accordance with your Request for Proposal dated [Insert Date] and our Technical Proposal.

Our attached Financial Proposal is for the amount of {Indicate the corresponding to the amount(s) currency(ies)} {Insert amount(s) in words and figures}, [Insert "including" or "excluding"] of all indirect local taxes in accordance with ITC 25.1 in the Data Sheet. The estimated amount of local indirect taxes is {Insert currency} {Insert amount in words and figures} which shall be confirmed or adjusted, if needed, during negotiations. {Please note that all amounts shall be the same as in Form FIN-2}.

Our Financial Proposal shall be valid and remain binding upon us, subject to the modifications resulting from Contract negotiations, for the period of time specified in the Data Sheet, ITC 12.1.

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

Commissions and gratuities paid or to be paid by us to an agent or any third party relating to preparation or submission of this Proposal and Contract execution, paid if we are awarded the Contract, are listed below:

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

{If no payments are made or promised, add the following statement: "No commissions or gratuities have been or are to be paid by us to agents or any third party relating to this Proposal and Contract execution."}

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

We remain,

Yours sincerely,

Signature (of Consultant's authorized representative) {In full and initials}: _

Full name: {insert full name of authorized representative}

Title: {insert title/position of authorized representative}

Name of Consultant (company's name or JV's name):

Capacity: {insert the person's capacity to sign for the Consultant}

Address: _____{insert the authorized representative's address}

Phone/fax:{insert the authorized representative's phone and fax number, if applicable}

Email: {insert the authorized representative's email address}_____

{For a joint venture, either all members shall sign or only the lead member/consultant, in which case the power of attorney to sign on behalf of all members shall be attached}

FORM FIN-2 SUMMARY OF COSTS

Item	Cost			
	{Consultant must state the proposed Costs in accordance with Clause 16.4 of the Data Sheet }			
	In Indian Rupees (Rs.)			
Cost of the Financial Proposal				
Including:				
(1) Remuneration				
(2) Reimbursables				
<u>Total Cost of the Financial Proposal:</u> {Should match the amount in Form FIN-1}				
Indirect Local Tax Estimates - to be discussed and finalized at the negotiations if the Contract is awarded				
<u>Total Estimate for GST:</u>				

FORM FIN-3 BREAKDOWN OF REMUNERATION

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for the calculation of the Contract's ceiling amount; to calculate applicable taxes at contract negotiations; and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This Form shall not be used as a basis for payments under Lump-Sum contracts

A. Remuneration					
No.	Name	Position (as in TECH-6)	Person-month Remuneration Rate	Time Input in Person/Month (from TECH-6)	Total in Rs.
—	Key Experts				
K-1	_____	_____	[Home]	_____	
	_____	_____	[Field]	_____	_____
K-2	_____	_____	_____	_____	
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
—	Non-Key Experts				
N-1	_____	_____	[Home]	_____	_____
N-2	_____	_____	[Field]	_____	_____
	_____	_____	_____	_____	_____
	_____	_____	_____	_____	_____
	Total Costs				_____

Sample Form

Consultant:
Assignment:

Country:
Date:

Consultant's Representations Regarding Costs and Charges

We hereby confirm that:

- (a) the basic fees indicated in the attached table are taken from the firm's payroll records and reflect the current rates of the Experts listed which have not been raised other than within the normal annual pay increase policy as applied to all the Consultant's Experts;
- (b) attached are true copies of the latest pay slips of the Experts listed;
- (c) the away- from- home office allowances indicated below are those that the Consultant has agreed to pay for this assignment to the Experts listed;
- (d) the factors listed in the attached table for social charges and overhead are based on the firm's average cost experiences for the latest three years as represented by the firm's financial statements; and
- (e) said factors for overhead and social charges do not include any bonuses or other means of profit-sharing.

[Name of Consultant]

Signature of Authorized Representative

Date

Name: _____

Title: _____

**Consultant's Representations Regarding Costs and Charges
(Model Form I)**

(Expressed in {insert name of currency*})

Personnel		1	2	3	4	5	6	7	8
Name	Position	Basic Remuneration Rate per Working Month/Day/Year	Social Charges ¹	Overhead ¹	Subtotal	Profit ²	Away from Home Office Allowance	Proposed Fixed Rate per Working Month/Day/Hour	Proposed Fixed Rate per Working Month/Day/Hour ¹
Home Office									
Client's Country									

1. Expressed as percentage of 1
2. Expressed as percentage of 4

FORM FIN-4 BREAKDOWN OF REIMBURSABLE EXPENSES

When used for Lump-Sum contract assignment, information to be provided in this Form shall only be used to demonstrate the basis for calculation of the Contract ceiling amount, to calculate applicable taxes at contract negotiations and, if needed, to establish payments to the Consultant for possible additional services requested by the Client. This form shall not be used as a basis for payments under Lump-Sum contracts

B. Reimbursable Expenses					
N°	Type of Reimbursable Expenses	Unit	Unit Cost	Quantity	{Local Currency- as in FIN-2}
—	{e.g., Per diem allowances**}	{Day}			
—	{e.g., International flights}	{Ticket}			
—	{e.g., In/out airport transportation}	{Trip}			
	{e.g., Communication costs between Insert place and Insert place}				
	{ e.g., reproduction of reports}				
	{e.g., Office rent}				
				
	{Training of the Client's personnel - if required in TOR}				
Total Costs					

Legend:

“Per diem allowance” is paid for each night the expert is required by the Contract to be away from his/her usual place of residence. Client can set up a ceiling.

FORMAT FOR SUBMISSION OF QUERIES (on firm's letter head)

To,

Director of Marketing and Head of PIU - DoM,

Hon. Balasaheb Thackeray Agribusiness and Rural Transformation (SMART) Project,
3rd Floor, New Central Building, Pune-411001
Maharashtra, India.

Ref:

Sir,

We have gone through the RFP document and have following queries

Sr. No.	RFP Reference clause no and page no	Content of RFP requiring Clarification(s)	Points for Clarification

Name:

Designation

Signature

Office seal

Section 5. Eligible Countries

In reference to ITC 6.3.2, for the information of Consultants, at the present time firms, goods and services from the following countries are excluded from this selection:

Under the ITC 6.3.2 (a): None

Under the ITC 6.3.2 (b): None

Section 6. Fraud and Corruption

(This Section 6, Fraud and Corruption shall not be modified)

1. Purpose

1.1 The Bank's Anti-Corruption Guidelines and this annex apply with respect to procurement under Bank Investment Project Financing operations.

2. Requirements

2.1 The Bank requires that Borrowers (including beneficiaries of Bank financing); bidders (applicants/proposers), consultants, contractors and suppliers; any sub-contractors, sub-consultants, service providers or suppliers; any agents (whether declared or not); and any of their personnel, observe the highest standard of ethics during the procurement process, selection and contract execution of Bank-financed contracts, and refrain from Fraud and Corruption.

2.2 To this end, the Bank:

- a. Defines, for the purposes of this provision, the terms set forth below as follows:
 - i. "corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - ii. "fraudulent practice" is any act or omission, including misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain financial or other benefit or to avoid an obligation;
 - iii. "collusive practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;
 - iv. "coercive practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
 - v. "obstructive practice" is:
 - (a) deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or

-
- (b) acts intended to materially impede the exercise of the Bank's inspection and audit rights provided for under paragraph 2.2 e. below.
- b. Rejects a proposal for award if the Bank determines that the firm or individual recommended for award, any of its personnel, or its agents, or its sub-consultants, sub-contractors, service providers, suppliers and/ or their employees, has, directly or indirectly, engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices in competing for the contract in question;
- c. In addition to the legal remedies set out in the relevant Legal Agreement, may take other appropriate actions, including declaring misprocurement, if the Bank determines at any time that representatives of the Borrower or of a recipient of any part of the proceeds of the loan engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices during the procurement process, selection and/or execution of the contract in question, without the Borrower having taken timely and appropriate action satisfactory to the Bank to address such practices when they occur, including by failing to inform the Bank in a timely manner at the time they knew of the practices;
- d. Pursuant to the Bank's Anti- Corruption Guidelines and in accordance with the Bank's prevailing sanctions policies and procedures, may sanction a firm or individual, either indefinitely or for a stated period of time, including by publicly declaring such firm or individual ineligible (i) to be awarded or otherwise benefit from a Bank-financed contract, financially or in any other manner;¹ (ii) to be a nominated² sub-contractor, consultant, manufacturer or supplier, or service provider of an otherwise eligible firm being awarded a Bank-financed contract; and (iii) to receive the proceeds of any loan made by the Bank or otherwise to participate further in the preparation or implementation of any Bank-financed project;
- e. Requires that a clause be included in bidding/request for proposals documents and in contracts financed by a Bank loan, requiring (i) bidders (applicants/proposers), consultants, contractors, and suppliers, and their sub-contractors, sub-consultants, service providers, suppliers, agents personnel, permit the Bank to inspect³ all accounts, records and other documents relating to

¹ For the avoidance of doubt, a sanctioned party's ineligibility to be awarded a contract shall include, without limitation, (i) applying for pre-qualification, expressing interest in a consultancy, and bidding, either directly or as a nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider, in respect of such contract, and (ii) entering into an addendum or amendment introducing a material modification to any existing contract.

² A nominated sub-contractor, nominated consultant, nominated manufacturer or supplier, or nominated service provider (different names are used depending on the particular bidding document) is one which has been: (i) included by the bidder in its pre-qualification application or bid because it brings specific and critical experience and know-how that allow the bidder to meet the qualification requirements for the particular bid; or (ii) appointed by the Borrower.

³ Inspections in this context usually are investigative (i.e., forensic) in nature. They involve fact-finding activities undertaken by the Bank or persons appointed by the Bank to address specific matters related to investigations/audits, such as evaluating the veracity of an allegation of possible Fraud and Corruption, through the appropriate mechanisms. Such activity includes but is not limited to: accessing and examining a firm's or individual's financial records and information, and making copies thereof as relevant; accessing and examining any other documents, data and information (whether in hard copy or electronic format) deemed relevant for the investigation/audit, and making copies thereof as relevant; interviewing staff and other relevant individuals; performing physical inspections and site visits; and obtaining third party verification of information.

the procurement process, selection and/or contract execution, and to have them audited by auditors appointed by the Bank.

Section 7. Terms of Reference

1. Project Background:

1. Project Background:

Small and marginal farmers dominate Maharashtra's agriculture (78.40%). Average land holding of farmers in the State is 1.34 ha. State's agriculture is diversified and relatively integrated with the global value chains. Commodities like soybean, cotton, sugar (covering 44 % of the cropped area in Maharashtra) are strongly influenced by global price movements. Commodities with little footprint outside India have been influenced by trade policies. For example, the price of pulses (pulses cover about 20 percent of the total cropped area in Maharashtra) over the past few years, while influenced by domestic consumption, are largely affected by the inconsistent trade policies. These factors have led to periodic farm distress. Broad shifts in the global prices of commodities such as pulses, soybean, sugar, and milk leading to farmers in many cases not even being able to cover the cost of production.

Agricultural transformation in Maharashtra faces many challenges. The area under cultivation for cereals has declined since 2000, reflecting a shift from food grains toward cash crops. Maharashtra is now one of the largest producer and exporter of fruits, vegetables, pulses, cotton, and soybean. These changes are prompting value addition and food processing activities. However, it is important to reduce distortions and strengthen the linkages in the existing value chains.

Maharashtra has a large pool of federated organizations of farmers and women's self-help groups (SHGs), with more than 21,000 Primary Agriculture Credit Cooperative Societies, 4500 Farmer Producer Organizations (FPOs), and 800 women's Community Level Federations (CLFs) and Community Managed Resource Centers (CMRCs). This calls for a more concerted effort to leverage these strengths and grab the opportunities in the domestic and global markets available to the farmers in the state.

The State has received financing from the World Bank through International Bank for Reconstruction and Development (IBRD) in the form of a loan for implementation of the SMART Project. This project is being implemented for 07 years during 2020-21 to 2026-27. Objective of the project is 'to support the development of inclusive and competitive agriculture value chains, focusing on small holder farmers and agri-entrepreneurs in Maharashtra'. This would be achieved by expanding access to new and organized markets for producers and enterprises with complementary investments in technical services and risk management capabilities.

Following are the three broad areas of intervention under the project.

- A. **Enhancing Institutional Capacity to Support Agricultural Transformation** - to support capacity building of the Department of Agriculture (DoA) and Department of Marketing (DoM) and establishment of Commodity Stewardship Councils to act as a platform for engagement of members of value chains.
- B. **Supporting Enterprise Growth and Expanding Market Access** - to integrate producers in priority value chains with strengthened and reliable linkages with buyers and markets, and to enhance the provision of relevant technical and

Business Development Services (BDS) to support enterprise growth in the agribusiness sector.

- C. **Building Risk Mitigation Mechanism** – to strengthen market information and intelligence services for farmers and government, strengthening warehouse receipt systems as a risk mitigation tool for farmers and price risk management support to the state.

Financial Arrangements: This project is proposed to be implemented in the state over next seven years, during 2020-21 to 2026-27 with financial support from the World Bank (International Bank for Reconstruction and Development). Total Project Cost is USD 300 Million (approx. Rs. 2100 Crores) which includes IBRD Loan of USD 210 Million (approx. Rs. 1470 Crores), State Contribution of USD 70 Million (approx. Rs. 560 Crores) and Private sector Contribution of USD 10 Million (approx. Rs. 70 Crores).

Implementation Arrangements: The project implementation structure is designed to promote the use of existing GoM structures at the state, region and districts level. Overall management and coordination will be the responsibility of the SMART Society. The SMART Society is anchored within the Department of Agriculture, GoM and is the coordinating agency for the agribusiness transformation in the state. Coordination of day-to-day project implementation, planning and scheduling, procurement management, financial control, as well as reporting and monitoring, will be the responsibility of the Project Coordination and Management Unit (PCMU) of the SMART Society. Eleven Project Implementing Units (PIUs) have been set up within the project implementing agencies participating in the project. These PIUs are housed in the Department of Agriculture, Department of Animal Husbandry, Directorate of Marketing, Maharashtra State Agriculture Marketing Board (MSAMB), Maharashtra State Warehousing Corporation (MSWC), Maharashtra Cooperative Development Cooperation (MCDC), Maharashtra State Cooperative Cotton Growers Marketing Federation (Maha Cot), Maharashtra State Rural Livelihood Mission (MSRLM), Village Social Transformation Foundation (VSTF), Mahila Arthik Vikas Mahamandal (MAVIM), and Pune Municipal Corporation. For greater coordination and review of project implementation at the district level, Eight Regional Implementation Units (RIU) and thirty-four District Implementation Units (DIU) will be established.

2. Background of the Assignment:

The Directorate of Marketing (DoM) is a part of Department of Cooperation, Marketing and Textiles (DoCMT), Government of Maharashtra. The Department is headed by the Director of Marketing, Maharashtra State having its office at Pune. The mission of the DoM is the regulation of existing marketing network in the State and developing well-equipped infrastructural facilities so as to enable the farmers to get remunerative prices for their agricultural produce and make available quality agricultural goods to consumers. The DoM mainly supervises overall transactions and activities of Agriculture Produce Market Committees (APMCs) in the state, in order to ensure farmers get fair price to their produce sold through the APMCs. Also, it enables department/government to regulate the prices of produce in markets of agricultural products so that products are made available to consumers at reasonable price. One of the objectives of the Department is *“to introduce various reforms in the field of agricultural marketing as it is beneficial for*

improving the standards of marketing services and facilities". The Department has already introduced the following reforms in the State and, the field-level implementation of these reforms in the State has been supported by the project activities in the WB assisted Maharashtra Agricultural Competitiveness Project (MACP). The following is a list of the Reforms already introduced in the State:

- a) Reforms introduced in consonance with the Model Act, 2003 - Government of Maharashtra (GoM) has incorporated following major amendments to the Maharashtra Agricultural Produce Marketing Act, 1963 - (i) Direct Marketing Licence, (ii) Single Market Licence for the whole State, (iii) Private Markets, (iv) Farmer Consumer Markets, (v) Contract Farming.
- b) Deregulation of sale-purchase of fruits and vegetables outside the market area.
- c) Recovery of Commission from traders.
- d) E-Trading platform.
- e) Single Point Levy of Market fee.

The World Bank (WB) has provided financial assistance for the project of the GoM titled "State of Maharashtra's Agribusiness Rural Transformation Project (SMART)" to support development of inclusive and competitive value chains focussing on small and marginal farmers and agri-entrepreneurs. This would be achieved by expanding access to new and organised markets for producers and enterprises with complementary investments in technical services and risk management capabilities. The Component A3.1 of SMART (Project) aims at implementing the Market and other relevant reforms in the state which need to be triggered by a formal feedback system wherein systematic studies are conducted regularly based on market data and policy recommendations are formulated by the GoM in consultation with an academic and technical research institute. A consultant is now required to assist the DoM to undertake the project related activities under the Component A3.1, viz., (i) to undertake evaluation of reform efforts already being implemented; (ii) targeted research and recommendations for the ongoing program of reforms; and (iii) support for piloting reform efforts to reform scale-up efforts.

3. Objectives of the Assignment:

The assignment is divided in following three Objectives:

Objective 1 - Evaluation of reform efforts already being implemented.

The list of the Reforms already introduced in the State is as follows:

- a) Reforms introduced in consonance with the Model Act, 2003 - Government of Maharashtra (GoM) has incorporated following major amendments to the Maharashtra Agricultural Produce Marketing Act, 1963 - (i) Direct Marketing Licence, (ii) Single Market Licence for the whole State, (iii) Private Markets, (iv) Farmer Consumer Markets, (v) Contract Farming.
- b) Deregulation of sale-purchase of fruits and vegetables outside the market area.
- c) Recovery of Commission from traders.
- d) E-Trading platform.
- e) Single Point Levy of Market fee.

The consultant shall undertake evaluation of the reform efforts already being implemented in respect of the above reforms. The consultant shall pay attention to quality of the outputs right from preparing & presenting the inception report, preparing the list of stakeholders, developing the questionnaire form, schema for analysis of the responses, developing the format & frequency for presentation of the results and recommendations. Each of the document shall have a precise executive summary as prescribed by the DoM and the WB. Strict adherence to the schedule for all the deliverables is vital.

Objective 2 - Research and recommendations for the ongoing program of reforms.

The consultant shall undertake targeted research and provide recommendations to the DoM for the ongoing program of reforms. The consultant shall select the research topics in consultation with the DoM and the WB. The inception report, developing the research question and research methodology, developing the questionnaire form, schema for the analysis of the responses, developing the format & frequency for presentation of the results and recommendations, pre-final research-study report presentation and final research-study report presentation shall be done with the consent of the DoM at each stage. The consultant shall maintain professional quality of the research-study report, both for its preparation and presentation. Strict adherence to the time-table for all the stages is vital.

Objective 3 - Support DoM for undertaking 'reform scale-up' efforts.

The DoM has already introduced the above-mentioned reforms in the State (as mentioned in the foregoing paragraphs). The field-level implementation of these reforms in the State has been supported by the WB assisted Maharashtra Agricultural Competitiveness Project (MACP). Now the DoM needs to scale up the above-mentioned reforms already initiated on pilot basis in the State. The consultant shall provide support to DoM for improving its present introductory status of 'piloting reform efforts' to the advanced status of reform scale-up efforts'. In view of stepping up the scale-up efforts, the consultant shall provide to the DoM: (i) Handholding and assistance for formulating the strategy for phased scaling-up of reforms in the State, (ii) Undertake all required activities for knowledge transfer for phased scaling-up of reforms, (iii) Develop in consultation with the DoM methodology for monitoring and evaluation of the efforts for scaling up the reforms, (iv) Develop manuals for all the stakeholders, (v) Provide training to the DoM and its field machinery.

4. Scope of Services

The consultant shall undertake the following tasks for each phase:

4.1 Objective 1 - Evaluation of reform efforts already being implemented:

The consultant shall provide assistance and provide advice to the DoM for evaluation of the reforms which are already implemented in the State. The consultant shall conduct evaluation study / studies in accordance with the norms prescribed in respect of the Component A3.1 of SMART (Project).

The various tasks for this objective include the following (not exhaustive list).

Task 1 – In the 'Inception Report' the consultant shall elaborate the understanding of the assignment and its strategy for addressing the timely completion of the same. The

inception report shall comprise of activities such as: (i) preparing the list of all the stakeholders in consultation of the DoM, (ii) developing the survey questionnaire form for collecting data, as well as, method/s that would be employed for collection of data & responses, (iii) choice of the schema for analysis of the data and responses that would be collected from the stakeholders via the questionnaires, (iv) developing in consultation of the DoM the format of the survey-report & the frequency for reporting, (v) developing the format for intelligible presentation of the survey results and the recommendations.

Task 2–The consultant shall undertake actual survey as per the agreed methodology in the Inception Report.

Task 3– The consultant shall present to the DoM the interim progress report of the survey activities within 2 (two) months from the commencement of the assignments. This presentation will include the progress made so far and the challenges faced, if any. The consultant shall endeavour to collect data and responses from all of the stakeholders previously identified in the mutually-agreed stakeholder list, and, complete the survey within the stipulated time frame.

If the time frame decided for completion of the survey study is more than 2 (two) months then, the consultant shall make a second interim presentation of the status of the survey activities to the DoM, PCMU and the WB at the end of 3 (three) months from the commencement of the assignments.

Task 4 - The consultant shall present the final survey report and the findings and the recommendations to the DoM in the format prescribed by the DoM, PCMU and the WB within 4 (four) months. The consultant shall spell out clearly in the report the current status of the reforms implementation and the impact of the reforms implementation on various stakeholders, on farmers and agricultural producers, in particular. The Report shall also include benchmarking of Agri-marketing Reforms undertaken in five states of India -Andhra Pradesh, Uttar Pradesh, Madhya Pradesh, Karnataka and Telangana with Learning's and Recommendations.

4.2 Objective 2 - Research and recommendations for the ongoing program of reforms:

The consultant shall conduct research studies on following topics –

- 1) Impact of Alternate marketing channels (Private Markets and Direct Marketing Licenses) on APMCs in Maharashtra, in the context of Arrivals, Income, Market Infrastructure, Facilities and Services to the farmers, Price Discovery, Various Charges and Payments to the farmers.
- 2) Impact of De-regulation of Fruits, Vegetables, Spices & Condiments on APMCs, Private Markets and Direct Marketing Licenses in Maharashtra.
- 3) E-trading of agricultural produce in Maharashtra – Current Status, Opportunities & Challenges and Strategies for Effective Implementation & Regulation.
- 4) Post Harvest Cost Analysis of Major Agriculture Commodities (Soybean, Cotton, Maize, Gram and Onion) up to Sale in APMCs.

Such research studies would aim at establishing documentation on behalf of the DoM for taking informed decisions in respect of formulating the scope of scaling up of the implementation of the reforms. The consultant shall conduct research study/ studies in

accordance with the norms prescribed in respect of the Component A3.1 of SMART (Project).

The various tasks for this objective include the following (not exhaustive list).

Task 1 – The report shall comprise of activities such as: (i) identification of the research topics in consultation with the DoM, PCMU and the WB, including the research methodology, (ii) developing the research questionnaire form, as well as, method/s that would be employed for collection of data & responses, (iii) choice of the schema for analysis of the data and responses, (iv) developing in consultation with the DoM the format of the research-study report, (v) developing the format for intelligible presentation of the research-study results and the recommendations.

Task 2 – The consultant shall undertake or cause to undertake the actual research-study as per the agreed methodology in the report.

Task 3 – The consultant shall present to the DoM the interim progress report of the research-study activities within 3 (three) months from the commencement of the assignments. This presentation will include the progress made so far and the challenges faced, if any. The consultant shall endeavour to complete the research-study / studies within the stipulated time frame. If, for any unavoidable reason, the time required for completion of the research-study / studies extends for more than the stipulated time frame then, the consultant shall make a second interim presentation of the status of the Objective 2 activities to the DoM and the WB at the end of 4 (four) months from the commencement of the Objective 2.

Task 4 - The consultant shall present the final research-study / studies report and the findings and the recommendations to the DoM in the format prescribed by the DoM, PCMU and the WB within 8 (eight) months from the commencement of the Objective 2. The findings shall spell out clearly in the report the current status of the reforms implementation, the impact of the reforms implementation on various stakeholders, on farmers and agricultural producers, in particular, and the informed advisory to the DoM on how to scale up the reforms implementation in the State, the challenges involved and its pros & cons.

4.3 Objective 3 - Support DoM for undertaking 'reform scale-up' efforts:

In the 3rd Objective, the consultant shall provide to the DoM:

- (i) Handholding and assistance for formulating the strategy for phased scaling-up of reforms in the State. The phased scaling-up of reforms means that each 'reforms scaling up step' will be strengthened and its strategy improved by incorporating the learning from the previous steps undertaken for scaling up activities.
- (ii) Undertake all required activities for knowledge transfer for phased scaling-up of reforms. As scaling up involves a large number of stakeholders as well as the final consumers, the consultant shall well in advance advise the DoM on the obstacles that may have to be faced in scaling up efforts because of the uninformed and uninitiated stakeholder groups.
- (iii) Develop in consultation with the DoM methodology for monitoring and evaluation of the efforts for scaling up the reforms. The consultant shall educate the DoM and its field machinery to appreciate the profile/s of the stakeholders /

stakeholder groups involved in the scaling up of reforms. In future, the DoM with the help of the field machinery should be able to undertake regular monitoring and evaluation of the scaling up activities.

- (iv) Develop manuals for all the stakeholders. The hurdles in implementation posed by the uninformed and uninitiated stakeholder groups cannot be overlooked. Therefore, the consultant shall in consultation of the DoM develop easy-to-comprehend operational manuals to disseminate the process and outcome of scaling up of the reforms.
- (v) Provide training to the DoM and its field machinery for effective scaling up of the reforms in the State. For this purpose, the consultant shall identify the training gaps related to the capacity building of the DoM and the field machinery. The consultant shall undertake training activities to address the same by using appropriate training methodology.

As mentioned in the foregoing paragraphs, the nature, extent & scope of the support to be provided to the DoM by the consultant in the Objective 3 shall be based on the findings of the evaluation studies in Objective 1 and the research-studies in the Objective 2. In view of this the consultant shall only progress to Objective 3 of the assignment with prior authorization of the DoM, PCMU and the WB.

5. Profile of the Institute:

The consultant shall be an institute/organization or consortium of institutes/organizations with previous project experience:

- in conducting stakeholder-surveys, undertaking survey evaluation, and analyzing the survey results to develop knowledge base with a view to understand the stakeholders' perceptions, particularly in the agricultural sector projects financed by the WB or similar international financial institutes, and,
- in conducting research-studies and providing advisory& know-how for the formulation of strategy for future independent implementation of the successful project interventions after the project tenure is over, including specific experience in agriculture projects or projects in similar agro-based environment.
- in providing consultancy services for Project Implementation, including specific experience in agriculture projects or projects in similar agro-based environment.

Since in-depth knowledge of farming sector (and of agricultural marketing sector in particular) will be required, the consulting institute/organization should demonstrate similar such experience in the past.

6. List of Key Professional Positions:

Designation	Person Months	Minimum Qualifications & Experience
Agricultural Marketing Expert cum Team Leader (01 Nos.)	06	Ph.D. in Agricultural Marketing or Economics from a reputed institution/university with at least 05 years of professional experience or a post graduate degree in agricultural marketing /Economics /MBA (Marketing) or ABM (Agri-Business Management) (02 years fulltime) from a reputed institution/ university with at least 08 years of professional experience in undertaking research studies/consulting assignments to the satisfaction of the project in agriculture or agricultural marketing.
Statistician (01 Nos.)	08	Post-graduate in Statistics with 5 years' experience in Survey, Market assessment, marketing planning, e-trading platform, etc.
Market Reform Analyst (01 Nos.)	15	Post-graduate in Agricultural Marketing or Agriculture Policy or Economics or ABM or PGDABM with 5 years' experience in market reforms, agriculture marketing, agriculture value chain etc.
Non-Key Experts: (whose CVs will not be evaluated)		
Associate (06 Nos)	36	Minimum post graduate degree in agricultural marketing or economics or ABM or PGDABM with at least 02 years of professional experience in agriculture marketing/ agri-business management.

All key experts shall be fluent in written & spoken English. The experts should preferably have their own office space arrangements in Pune (Maharashtra, India) for the full duration of the assignment. The experts shall be available to attend meetings with the Project Implementation Unit (PIU) and other stakeholders as and when required.

7. Data, Services and Facilities to be provided by the Client:-

The responsibility for day-to-day management of the assignment is delegated to a Project Implementation Unit (PIU). The prevailing language for all documents shall be English. The consultant shall also submit the documents/ reports in Marathi as per requirements of DoM. The consultant is expected to provide his own means of transport, computer hardware and software, including access to telephone, fax and the Internet and other necessary equipment.

8. Duration of study: The duration of the assignment is estimated to be fifteen (15) months.

9. Deliverables:

The consultant shall submit the following deliverables in relation to each Objective:

Objective 1

Deliverable
Inception Report
List of all the stakeholders
Survey questionnaire form
Survey related interim progress report
Final survey report with executive summary and recommendations

Objective 2

Deliverable
Research topics and including the research methodology
Research questionnaire form
Research study related interim progress report
Research-study / studies reports with executive summary and recommendations

Objective 3

Deliverable
Reforms scaling up strategy documentation
M & E Strategy documentation
Operational manuals
Training manuals

All the comments to the documents listed are expected to be addressed within a week. The consultant will be responsible for ensuring adequate support to the PIU for timely preparation and issue of reports. For regular Monthly and Quarterly reports the consultant will prepare the initial reports in a form that can be readily updated and shall provide support with subsequent reports as needed. Specifically the consultant shall be expected to prepare or provide major contribution to the following reports:

- a) Inception Report.
- b) Monthly Progress Report by end of each month after commencement of the assignment.
- c) Reports, findings, recommendations or submissions as required by the PIU or the WB.

All the reports shall be prepared in English and shall be distributed to the PIU as well as the WB. The consultant shall also submit the documents/ reports in Marathi as per requirements of DoM.

10. Composition of Review Committee:

To facilitate and guide the consultant work following Review Committee will review & monitor the assignment periodically. The composition of the Review Committee will be as follows:

1. Nodal Officer, PIU DoM - Chairperson
2. Dy. Director, Marketing - Member

3. Technical Officer, PIU DoM - Member
4. Market Analyst, PCMU, SMART - Member
5. Market Reform Expert, PIU DoM - Member Secretary

11. Intellectual Property Rights (IPR):

Various market research, studies, documentation, surveys, reports prepared and findings of the study in due course of implementation shall be intellectual property of the SMART Project.

PART II

Section 8. Conditions of Contract and Contract Forms

CONTRACT FOR CONSULTING SERVICES

CONTRACT No. *[insert]*

THIS CONTRACT (“Contract”) is entered into this *[insert starting date of assignment]*, by and between *[insert Client’s name]* (“the Client”) having its principal place of business at *[insert Client’s address]*, and *[insert Consultant’s name]* (“the Consultant”) having its principal office located at *[insert Consultant’s address⁴]*.

WHEREAS, the Client has received financing from the World Bank which is being used for this contract (and accordingly the relevant provisions of Bank’s Procurement Regulations and Anti-Corruption Guidelines shall be applicable to this Contract), and the Client wishes to have the Consultant perform the services hereinafter referred to, and

WHEREAS, the Consultant is willing to perform these services,

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. Services**
 - (i) The Consultant shall perform the services specified in Annex A, “Terms of Reference and Scope of Services,” which is made an integral part of this Contract (“the Services”).
 - (ii) The Consultant shall provide the personnel listed in Annex B, “Consultant’s Personnel,” to perform the Services.
 - (iii) The Consultant shall submit to the Client the reports in the form and within the time periods specified in Annex C, “Consultant’s Reporting Obligations.”

2. Term The Consultant shall perform the Services during the period commencing *[insert starting date]* and continuing through *[insert completion date]*, or any other period as may be subsequently agreed by the parties in writing.

3. Payment A. Ceiling

For Services rendered pursuant to Annex A, the Client shall pay the Consultant an amount not to exceed *[insert amount]*. This amount has been established based on the understanding that it includes all of the Consultant’s costs and profits as well as any tax obligation that may be imposed on the Consultant.

⁴ Avoid use of “P.O. Box” address

B. Schedule of Payments

The schedule of payments is specified below:

Sr. No.	Deliverables	Time line From signing of contract	Payment % of total contract amount
1	Submission of Inception Report of Objective-1	1 Month	05
2	Submission of List of Stakeholders, Survey Questionnaire & Interim Progress Report of Objective-1	2 Month	05
3	Submission of Final progress Report of Objective-1	4 Month	10
4	Submission of Questionnaire & Methodology to Conduct Research Studies mentioned in Objective-2	5 Month	10
5	Submission of Interim Progress Report of Research Study of Objective-2	7 Month	15
6	Submission of Final Report of Research Study with Findings and Recommendations of Objective-2	12 Month	25
7	Submission of Reform scale-up Strategy Document of Objective-3	13 Month	10
8	Submission of M&E Strategy Document of Objective-3	14 Month	10
9	Submission of Operational Manual and Training Manual document of Objective-3	15 Month	10

C. Payment Conditions

Payment shall be made in INR, no later than 30 days following submission by the Consultant of invoices in duplicate to the coordinator designated in paragraph 4, subject to approval of reports by the client.

Payments shall be made to Consultant's bank account *[insert banking details. If payment by bank wire is not possible, prior Bank approval to apply cash payments option shall be obtained]*

4. Project Administration

A. Coordinator.

The Client designates Mr. Deepak Shinde, Nodal Officer, PIU-DoM & Joint Director, Marketing, M.S. Pune as Client's Coordinator; the coordinator will be responsible for the coordination of activities under this Contract, for acceptance

and approval of the reports and of other deliverables by the Client and for receiving and approving invoices for the payment.

B. Reports.

The reports listed in Annex C, "Consultant's Reporting Obligations," shall be submitted in the course of the assignment, and will constitute the basis for the payments to be made under paragraph 3.

- 5. Performance Standards** The Consultant undertakes to perform the Services with the highest standards of professional and ethical competence and integrity. The Consultant shall promptly replace any employees assigned under this Contract that the Client considers unsatisfactory.
- 6. Inspections and Auditing** The Consultant shall permit, and shall cause its Sub-Consultants to permit, the Bank and/or persons or auditors appointed by the Bank to inspect and/or audit its accounts and records and other documents relating to the submission of the Proposal to provide the Services and performance of the Contract. Any failure to comply with this obligation may constitute a prohibited practice subject to contract termination and/or the imposition of sanctions by the Bank (including without limitations determination of ineligibility) in accordance with prevailing Bank's sanctions procedures.
- 7. Confidentiality** The Consultants shall not, during the term of this Contract and within two years after its expiration, disclose any proprietary or confidential information relating to the Services, this Contract or the Client's business or operations without the prior written consent of the Client.
- 8. Ownership of Material** Any studies reports or other material, graphic, software or otherwise, prepared by the Consultant for the Client under the Contract shall belong to and remain the property of the Client. The Consultant may retain a copy of such documents and software⁵.
- 9. Consultant Not to be Engaged in Certain Activities** The Consultant agrees that, during the term of this Contract and after its termination, the Consultants and any entity affiliated with the Consultant, shall be disqualified from providing goods, works or services (other than consulting services that would not give rise to a conflict of interest) resulting from or closely related to the Consulting Services for the preparation or implementation of the Project
- 10. Insurance** The Consultant will be responsible for taking out any appropriate insurance coverage.
- 11. Assignment** The Consultant shall not assign this Contract or sub-contract any portion of it without the Client's prior written consent.

⁵ Restrictions about the future use of these documents and software, if any, shall be specified at the end of paragraph 8.

12. Law Governing Contract and Language The Contract shall be governed by the laws of India, and the language of the Contract shall be *English*

13. Dispute Resolution⁶	Any dispute arising out of the Contract, which cannot be amicably settled between the parties, shall be referred to adjudication/arbitration in accordance with the laws of the Client's country.
14. Termination	<p>The Client may terminate this Contract with at least ten (10) working days prior written notice to the Consultant after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause:</p> <p>(a) If the Consultant does not remedy a failure in the performance of its obligations under the Contract within seven (7) working days after being notified, or within any further period as the Client may have subsequently approved in writing;</p> <p>(b) If the Consultant becomes insolvent or bankrupt;</p> <p>(c) If the Consultant, in the judgment of the Client or the Bank, has engaged in corrupt, fraudulent, collusive, coercive, or obstructive practices (as defined in the prevailing Bank's sanctions procedures) in competing for or in performing the Contract.</p> <p>(d) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.</p>

FOR THE CLIENT

FOR THE CONSULTANT

Signed by _____

Signed by _____

Title: _____

Title: _____

⁶ In case of a Contract entered into with a foreign Consultant, the following provision may be substituted for paragraph 13: "Any dispute, controversy or claim arising out of or relating to this Contract or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as at present in force."

LIST OF ANNEXES

Annex A: Terms of Reference and Scope of Services

Annex B: Consultant's Personnel and corresponding unit rates

Annex C: Consultant's Reporting Obligations