

NETAJI SUBHAS TRAINING INSTITUTE OF AGRICULTURAL MARKETING

Training Institute of West Bengal State Agricultural Marketing Board

Sasmal para Baidyabati Hooghly 712222

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**Expression of Interest (EOI) from
Interested Training Providers (TPs) for providing training on 'Entrepreneurship and Marketing Chain
Development through Market-led Production and Post-harvest Management' among Young Members
of The Farm Families.**

Invitation for Expression of Interest (EOI) from Interested Training Providers (TPs) for providing training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management'.

West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal hereinafter referred to as AWARDSER, invites applications for Expression for Interest (EOI) from interested Training Providers (TPs) (hereafter referred to as APPLICANTS) for providing skills among Young Members of the Farm Families on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management', selected from different Districts of West Bengal at Netaji Subhas Training Institute of Agricultural Marketing, Baidyabati. The State Government has sanctioned sufficient fund for implementation of the scheme at Netaji Subhas Training Institute of Agricultural Marketing.

The successful Bidder shall be responsible for developing the training module, imparting training by providing faculties, who are specialist in the concerned sector and conducting study tours inside and/or outside the state as a part of the training schedule.

Interested agencies can collect the hard copies of the EOI document after visiting to the office of the undersigned or may download it directly from the websites as mentioned in the schedule of bidding process. They are requested to submit their EOI to the office of the Director, Netaji Subhas Training Institute of Agricultural Marketing, Baidyabati, along with non-refundable tender process fee of Rs. 10000/- (Rupees ten Thousand only). The applicants also have to deposit an Earnest Money @ 2% of the allotted fund value mentioned in clause 1.8 of the document, which is refundable to the unsuccessful applicants. All the payments will be made only by Bank DD drawn in favour of "WBSMB-NSTIAM" payable at Baidyabati and is to be deposited along with the technical bid of the EOI documents.

Last date of submission:- **12: 00 Noon of 25th June, 2019.**




CEO, WBSAMB

SCHEDULE OF BIDDING PROCESS

Director, Netaji Subhas Training Institute of Agricultural Marketing, Baidyabati, would endeavor to adhere to the following schedule:

Issue of Notice of EOI	12th June, 2019
Published in the website	www.wbgov.in , www.wbagrimmarketingboard.gov.in and www.nstiam.org
EOI Processing Fees	INR 10,000/- (Rupees Ten Thousand only) To be submitted only by demand draft in "WBSMB-NSTIAM" payable at Baidyabati
Date of Pre-bid Meeting	11: 30 AM of 18th June, 2019
Last Date and Time of submission of the EOI Applications	12: 00 Noon of 25th June, 2019.
Date and Time for Opening of EOI Applications for Technical Evaluation	12: 30 P.M of 25th June, 2019
Office for Submission of EOI	Director, Netaji Subhas Training Institute of Agricultural Marketing, Sasmal para Baidyabati Hooghly 712222 ☎ Tel No -2632-1710 /2529 & Fax No- 2632-2529 Email- netajiinstitute@rediffmail.com
Announcement of Technically Qualified Applicants	28th June, 2019
Date and Time for Opening of EOI Applications for Financial Evaluation	12: 30 P.M of 1st July, 2019
Announcement of Qualified Applicant	04th July, 2019

**Expression of Interest (EOI) from
Interested Training Providers (TPs) for providing training on ‘Entrepreneurship and Marketing
Chain Development through Market-led Production and Post-harvest Management’ among Young
Members of The Farm Families.**

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SECTION - I

THE SCHEME OF THE TRAINING PROGRAMME

1.1. Name of the Scheme:

Providing training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management' among Young Members of the Farm Families.

1.2. Introduction:

Netaji Subhas Training Institute of Agricultural Marketing, the training institute of West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal intends to undertake one fully residential skill development training programme exclusively for the young members of the Small and Marginal Farm Families with special thrust upon the SC and ST communities of different districts of West Bengal for ensuring them better livelihood opportunities by means of imparting training in a planned manner for boosting their employability. The training shall give special emphasis on organic principles and related food processing for retaining ecological balance to make the weaker section of the people for its adoption as a means of either direct employment or involvement for monetarily rewarding through entrepreneurship development. Furthermore, the training programme shall provide stipend to each trainees @ Rs. 1000/- per month with a view to minimize the financial hardship the families of these trainees may have to face. Each of the groups (which shall be formed by the Training Provider during the training program) shall receive Rs 2,00,000/- (Rupees Two Lakh only) as One-time Financial Assistance (OTA) in their Group account, upon submission of a bankable project duly approved by the Bank.

1.3 Broad Objective:

The broad objective of this residential programme is to train the young members of the Small and Marginal Farm Families of rural Bengal by introducing them with Market-driven production mechanisms with special emphasis to integrated bio-diversified farming methodology along with new technologies and post-harvest management of the commodities related to agricultural and/or allied sectors. This will provide them an assured option of monetarily rewarding engagement in the form of direct employment or as producers of agricultural and/or allied sector commodities for direct selling or by processing through establishment of marketing chain for the grown and/or processed products through formation of groups.

1.3.1 Specific objectives:

- ✓ To equip the trainees with Market-driven production mechanisms.
- ✓ To provide knowledge on post-harvest management and value addition of the farm produce.
- ✓ To enhance their knowledge on application of computer and ICT instruments in fields of agriculture and agricultural marketing.
- ✓ To impart training on different techniques of scientific organic farming so that at the end of the training period, the trainee is well equipped in the wide range of multi-tasking that is essential for bio-diverse agricultural practices.
- ✓ To develop young dynamic youth as entrepreneur who can be linked to different market intervention programs conducted by Department of Agricultural Marketing.
- ✓ To impart high level practical training supported by field-based activities through effective linkages.
- ✓ To impart skills to promote and upscale agribusiness models through formation of Groups and development of different Business Development Models.
- ✓ To generate additional rural employment by engaging rural people from BPL and other minority

community.

- ✓ To encourage environment-friendly practices and to change their mindset towards market-oriented production and increase quality and volume of their produce.

1.4 Project Target Group:

The Training will be focusing on selected group of boys and girls, with a minimum educational qualification of Class VIII pass, mainly out of the 30 Young members of farm families per block, who have successfully completed **06 days Basic training on Entrepreneurship Development as the Outreach Program of NSTIAM at each Zilla RMCs in the F.Y 2018-19.**

West Bengal State Agricultural Marketing Board and the Secretary, District RMCs/RMCs of the selected districts, will be the final authority for selection of the candidates for the training program however; the Training Provider may be required to facilitate the selection procedure.

1.5 Total no of Trainees:

180 (One hundred and eighty). The training will be conducted in 12 batches of 15 people each selected from 12 different blocks selected from 6 (six) different districts of the State. Six such batches shall be trained parallelly in a span of three months.

However the Director, NSTIAM may increase/ decrease the no. of prospective trainees.

1.6 The Project Duration:

The training will be imparted to twelve such batches selected from 12 different blocks, (in 2 phases of 3 months each), as given below, in the F.Y 2019-20:

Batch	Proposed Training Months	Trainees per Batch	No. of Trainees	No. of blocks covered
1	PHASE – 1 July'2019 – October'2019 (excluding Puja Holidays)	15	90	6
2		15		
3		15		
4		15		
5		15		
6		15		
7	PHASE – 2 November'2019 – February'2020	15	90	6
8		15		
9		15		
10		15		
11		15		
12		15		
Total for F.Y 2019-20			180	12

1.7 Project Components to be taken care of by the applicants:

- ✓ Development of Training Materials in consultation with Netaji Subhas Training Institute of Agricultural Marketing.
- ✓ Imparting training by providing faculties, who are specialist in the concerned sector.
- ✓ Arranging and conducting study tours as a part of the training program, among which, hands on training and practical orientation at their own farm or in association with other farms in consultation with NSTIAM, is mandatory.
- ✓ Evaluation of the trainees by conducting weekly examination (MCQ based) during theory and practical classes.

- ✓ Trainees' accommodation, Food & lodging and food facilities during the practical classes shall be borne by the Training Provider.
- ✓ Training Provider shall also bear all travelling costs of the trainees for the purpose of the said training, during the training program along with deploying one representative during their movements at different places.
- ✓ A close monitoring of the activities of the trainees needs to be done by the Training Provider during Application period of the Training program mentioned in subsection c of clause 1.9, preferably by deploying one representative of their organization at that place.
- ✓ The Training Provider has to extend all post training assistance for the next one year after completion of the training program which includes mandatory and desirable supports as given in the section 2.14 of the EOI document.
- ✓ Any other necessary arrangements as the Director, Netaji Subhas Training Institute of Agricultural Marketing may deem necessary for successful implementation of the project.

1.8 Fund Allotted

The maximum amount of fund available for taken care of the above-mentioned project components mentioned in point 1.7 is **Rs 66,00,000/- (Sixty-six lakh) only.**

1.9 Distribution of Classes:

The total training program may be broadly divided into:

a. **Theory classes:** Duration is of 30 days. Total 120 classes of 1 hour and 30 minutes each shall be conducted in the theory part, which mainly cover the following broad areas:

- Market led production - demand driven commodity mapping including organic methodology
- Post-Harvest Management
- Value addition
- Modern marketing methods
- Preparation of Business Development Plan (BDP)
- Computer management and its application in agriculture and agricultural marketing

The theory classes for a week shall be concluded with weekly exam (MCQ based).

b. **Practical /field orientation classes:** Duration is of 30 days. During this time, the trainees shall visit several fields related to agriculture and agricultural marketing for conducting practical oriented activities related to the field of Agricultural Marketing. The practical orientation at may be done in the own farm of the training provider or in association with other farms in consultation with NSTIAM. The practical classes for a week shall be concluded with weekly exam (MCQ based).

c. **Application classes:** Duration is of 30 days. During this time, the trainees will visit to their own villages where they will try to apply and implement the learning from theory and practical classes in their own field condition. A close monitoring of the activities of the trainees needs to be done by the Training Provider during this period, preferably by deploying one representative of their organization at that place. Learning from their field operations, along with the mistakes that have been done in the previous weekly exams shall be the initial discussion topic once they are back for the theory and practical classes at the Institute.

Each batch will be provided training based on the above mentioned 3 fields for a duration of one week each, i.e. after one week's theoretical classes, they will move for practical classes for one week and after that, they will move to their own field for a period of one week for Application classes and once that is over they will again join to the theoretical classes in the next week and will go on this way till the end of the program.

The program of the one phase of six batches will be scheduled in such a way that when two batches will attend theoretical classes, another two will be attending practical classes and next two will continue their application classes at their own block.

The proposed schedule, as given below, for one set of the six batches may be modified on the interest of better training by the TPs in consultation with N.S.T.I.A.M.

Item	1 st WK	2 nd WK	3 rd WK	4 th WK	5 th WK	6 th WK	7 th WK	8 th WK	9 th WK	10 th WK	11 th WK	12 th WK	13 th WK	14 th WK	15 th WK
Theory	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6
Practical	-	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	-	-
Application	-	-	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	B1, B2	B3, B4	B5, B6	-

Here, WK: Week; B: Batch

2.0 Expected Outcome of the Project:

At the end of the programme 180 (one hundred and eighty) multi-tasking Farm Youths in 12 groups with efficient entrepreneurial and managerial capacity in the field of agriculture and/or it's allied sectors with special emphasis to organic farming and Integrated Farming is expected to emerge and it is also expected to usher in socio-economic development in rural Bengal in course of time by monetarily rewarding engagement in the form of direct employment or as producers of agricultural and/or allied sector commodities for direct selling or by processing through establishment of marketing chain for the grown and/or processed products through their proposed BDP.

SECTION II

INFORMATION TO THE APPLICANTS

- 2.1.1** Netaji Subhas Training Institute of Agricultural Marketing, the training institute of West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal, invites Expression of Interest from interested institution(s), established companies, registered NGOs, Farm etc. for **Providing training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management'** among Young Members of the Farm Families.
- 2.1.2** The applicant shall apply as per the prescribed formats (as mentioned in the section V of this document), which includes "Form" and "Annexure".
- 2.1.3** Department of Agricultural Marketing, Govt. of west Bengal shall provide fund for implementation of the scheme through WBSAMB / Director, NSTIAM.

2.2 Eligibility Criteria:

Government / Private Organizations /NGOs individually or in joint venture or consortium of Firms / Associations etc. can apply for the Job of Training Provider. The eligible applicants should have:

- 2.2.1** Expertise in imparting training in the field of agriculture, organic farming, entrepreneurship development in agriculture, agribusiness, processing experience in agriculture and allied sectors. The Training Providers who have succeeded in establishing replicable agribusiness model will be given due weightage.
- 2.2.2** Adequate knowledge and experience for on-campus hands-on training of all kinds related to agribusiness and entrepreneurship development.
- 2.2.3** Preferably having experience of formation of Groups/association/company.
- 2.2.4** Preferably have conducted agribusiness directly or indirectly including **agri-input and output management**.
- 2.2.5** Good and experienced faculty and Human Resource in the related sector.
- 2.2.6** Adequate proven financial capability.
- 2.2.7** Adequate capacity and experience to facilitate the mobilization of youths at remote villages.
- 2.3** Any proposal not fulfilling the eligibility criteria shall be quashed summarily and shall not be subjected to further query.
- 2.4** Application should be submitted in hard copy by **12:00 Noon of 25th June, 2019** in the prescribed format (Form – A for Technical Evaluation and Form – B for financial evaluation) along with the annexure on the Application Due Date, as stated in the 'Schedule of EOI Process', at the noted address in the manner and form as detailed in the EOI. Applications submitted by any other mode shall not be accepted.
- 2.5** Any Application received by Director, Netaji Subhas Training Institute of Agricultural Marketing after the above mentioned Application Due Date will be returned unopened to the Applicant.
- 2.6** The Applicant has to deposit Rs. 10,000/- (Rupees Ten Thousand Only) as non-refundable EOI processing Fee. The fee shall directly be paid to the Institute by Demand Draft drawn in favour of **"WBSMB-NSTIAM"** payable at **Baidyabati** while collecting hard copy of the EOI document from the

Institute or may be deposited with the technical bid of the application of EOI, if downloaded from websites as mentioned above.

- 2.7** The applicants also have to deposit an Earnest Money (EMD) @ 2% of the allotted fund value mentioned in clause 1.8 of the document by Demand Draft drawn in favour of **“WBSMB-NSTIAM” payable at Baidyabati**, which is refundable to the unsuccessful applicants once the entire EOI process is over and work order is issued to the successful applicant. The EMD is to be deposited along with the Technical Bid document.

For the successful applicant, the Earnest Money shall be converted to the part of interest free Security Deposit which is equal to 10% (Ten percent) of their quoted price, to be deposited by them. Details of the Security Deposit have been mentioned in section 2.14 of the document.

- 2.8** The DDs of EOI processing Fee and Earnest money shall be **inside the envelope of Technical bid**. The applicant has to submit the EOI processing Fee and EMD as mentioned above to become eligible for attending the Technical Bid opening session.

- 2.9** Applicants shall have to submit documents for Technical Bid and Financial Bid in two separate sealed envelopes mentioning “Application for Technical Bid against the EOI No.....” and “Application for Financial Bid against the EOI No.....” respectively on the top of the envelopes. Envelop for Financial Bid shall only be opened once the applicant scores the minimum qualifying marks in Technical Evaluation mentioned in section 3.2.1 in a later date, to be notified to the successful applicants via e-mail as well as by publishing the name of successful Applicants in Technical Evaluation in the Office Notice Board and/or in the website.

- 2.10** The selected Training Provider will have to enter into an agreement with the CEO, West Bengal State Agricultural Marketing Board / Director, Netaji Subhas Training Institute of Agricultural Marketing.

2.11 Documents to be submitted for the Technical Bid:

The following documents are to be submitted for Technical Bid at the time of submission of the EOI

- 2.11.1** Certificate of Registration / Incorporation
- 2.11.2** Recognized / Accredited by whom.
- 2.11.3** Memorandum of Article
- 2.11.4** Copy of PAN
- 2.11.5** Copy of last 3 (three) years audited financial statements.
- 2.11.6** Copy of GST Registration Certificate
- 2.11.7** Income Tax exemption certificate – if any.
- 2.11.8** Number of student trained so far and present status of such ex-trainees.
- 2.11.9** Proposed course structure in the light of “Distribution of Classes” as mentioned in the section 1.9 of the document.
- 2.11.10** Proposed Placement and / or linking facilities to be provided for newly trained students under this Proposal
- 2.11.11** A list with the Number of permanent staff & faculty (The profiles of the Experts /Teachers / Consultants shall be duly signed by them, to be provided by the TP for the training program and should be submitted in original.)

2.11.12 Successful work experience in the proposed sector including Proof of similar work experience with this department or any other department of Govt. of West Bengal.

2.11.13 Experience in entrepreneurship development.

2.11.14 Existing infrastructure of the Farm.

2.11.15 Annexure I to VIII

Each and every page of the document has to be signed by the authorized representative of the organization along with the stamp of the organization.

The EOI Evaluation Committee may require written clarifications from the applicants to clarify ambiguities and uncertainties arising out of the evaluation of the Bid documents. Such clarifications, if called for, must be submitted by concerned bidder within 3 working days.

2.12 Pre-bid Meeting:

A Pre-bid meeting shall be organised for the selected Training Providers (TP) on **28th June' 2019 at 11.30 AM** at the office of Director, NSTIAM. During this meeting, scope of assignment, responsibilities to either parties and/or other details shall be clearly explained to the applicants, so that there shall be no ambiguity later on at the time of submission of the technical and financial bids. If any significant changes are made in the terms/scopes of the EOI as a result of the meeting, and if WBSAMB/NSTIAM authority considers it necessary, a formal Corrigendum to the EOI shall be issued.

Authorisation letter in the name of the person, attending pre-bid meeting, needs to be submitted in the letterhead of the organization during the pre-bid meeting in the specified format.

2.13 Disbursement of Fund:

2.13.1 Mobilization Advance, if desires by the TP, will be restricted to 10% of the quoted amount, for which a Bank Guarantee of 110% from any nationalized bank, of the advance need to be tendered. The Bank Guarantee may be submitted within 10 days from the date of execution of the agreement and the advance will only be released after verification of the Bank Guarantee from the concerned bank.

2.13.2 The mobilization advance will be recovered in proportion in the next two installments of fund release.

2.13.3 Payment terms:

2.13.3.1 On successful completion of one month of the training period for each of the 2 phases, half of the 50% of the quoted amount (subject to recovery of the Mobilization Advance as mentioned in paragraph 2.13.1) will be released after due certification of the Training Provider.

2.13.3.2 Half of the 30% of the quoted amount (subject to recovery of the Mobilization Advance as mentioned in paragraph 2.13.1) will be disbursed before one month of the completion of the training programme for each of the 2 phases after due certification of the Training Provider.

2.13.3.3 Half of the remaining 20% amount will be disbursed after the successful completion of each of the 2 phases of the training programme after due certification of the Training Provider.

2.13.4 Replacement / changes of list of Experts /Teachers / Consultants to be provided by the TP for the training program without prior approval of Director, NSTIAM shall invite penalty @ 3% of the quoted value for each time.

The quoted price for the assignment should be inclusive of all applicable taxes, duties and levies etc.

2.14 Contract And Security Deposit

The TP will be required to enter into a contract with C.E.O, W.B.S.A.M.B/Director, NSTIAM on the agreed terms & conditions and upon signing the contract the TP firm will remain liable to furnish an interest free Security Deposit in the form of Demand Draft for an amount equal to 10% (Ten percent) of the quoted price, subject to its refund on satisfactory completion of the assignment within stipulated time, which includes:

- ❖ mandatory support like:
 - Formation of Groups/association/company involving the successful trainees for developing marketing chain in agribusiness in the agriculture and/or its allied sectors.
 - Monitoring the proper utilization of the released Govt. Subsidy to the group accounts of the Trainees by deploying suitable person in the field, followed by monthly reporting of their post training activities in writing for next one year after successful completion of the training. Modalities of the reporting shall be determined jointly by NSTIAM and the selected Training Provider
- ❖ and desirable supports like:
 - Industry tie-ups and / or and agro processing activities & making it sustainable through entrepreneurship development.

In case of non-completion of whole or any part of the assignment including the mandatory support within the stipulated time, the entire Security Deposit will be forfeited and thus the contract will stand terminated by default.

2.15 Other Important Information

- 2.15.1** The **theory part** of the Training program shall be conducted in the classrooms of Netaji Subhas Training Institute of Agricultural Marketing, Baidyabati.
- 2.15.2** Proposal should contain period of training, available infrastructure for imparting training, etc.
- 2.15.3** Trainees' accommodation, food and lodging facilities during the theory classes shall be provided by Netaji Subhas Training Institute of Agricultural Marketing.
- 2.15.4** Netaji Subhas Training Institute of Agricultural Marketing will provide stipend to each trainees @ Rs. 1000/- per month with a view to minimize the financial hardship the families of these trainees may have to face.
- 2.15.5** Each of the 12 groups from the 12 selected blocks (which shall be formed by the Training Provider during of the training program) shall receive Rs 2,00,000/- (Rupees Two Lakh only) as a One-time Financial Assistance (OTA) in their Group account, after submission of a bankable project duly approved by the bank.

- 2.15.6** The Training Provider shall provide handholding support to those candidates interested for self-employment.
- 2.15.7** The Training Provider shall ensure the fact that the trainees must apply their knowledge gained during the training in their own fields, may be by engaging one person per representative blocks, while conducting the Application Classes as mentioned in the para C of Section 1.9.
- 2.15.8** If any document submitted by the applicants is found incorrect / manufactured / fabricated or false, his application will immediately be rejected and the EMD shall be forfeited. Besides the applicant may be debarred from participating in future tenders of WBSAMB & NSTIAM for the period as may be prescribed by Authority and legal action may also be taken against him.
- 2.15.9** Director, Netaji Subhas Training Institute of Agricultural Marketing reserves the right to reject any application if:
- 2.15.9.1** At any time, a material misrepresentation is made or Uncovered or
- 2.15.9.2** The Applicant does not respond promptly and thoroughly to requests for supplemental information required for the evaluation of the application.
- 2.15.10** Confidentiality of information relating to the examination, clarification, evaluation, and recommendation for the Qualified Applicants shall not be disclosed to any person not officially concerned with the process. Director, Netaji Subhas Training Institute of Agricultural Marketing will not divulge any such information unless it is ordered to do so by any authority that has the power under law to require its disclosure.
- 2.15.11** Director, Netaji Subhas Training Institute of Agricultural Marketing reserves the right to reject any application and reserves the right to relax condition(s) and/or impose additional condition(s) at any time during the procedure.
- 2.15.12** Notwithstanding anything contained in this EOI, Director, Netaji Subhas Training Institute of Agricultural Marketing reserves the right to accept or reject any application and to annul the selection process and reject all applications/proposals at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons therefore.
- 2.15.13** The Training Provider shall abide by all the instructions issued by Netaji Subhas Training Institute of Agricultural Marketing from time to time.
- 2.15.14** All disputes arising out of or in any way connected with this EOI shall be deemed to have arisen in Kolkata and only courts in Kolkata shall have jurisdiction to determine the same.

2.16 Fraud and Corruption

NSTIAM requires that applicant agencies must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, NSTIAM defines, for the purpose of this provision, the terms set forth 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) **“Collusive practice”** is an arrangement between two or more parties 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
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NSTIAM 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
 - ii. Acts intended to materially impede the exercise of NSTIAM’s inspection and audit rights.

If it is noticed, that the Bidder has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices,

- a) It will be a sufficient ground for NSTIAM to terminate the contract and initiate black-listing the agency.
- b) It will reject a proposal for award, if it is found that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract; and
- c) It will have the right to require that a provision be included in bidding documents and in contracts financed by NSTIAM, a provision be included requiring bidders, suppliers and contractors to permit NSTIAM to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WBSAMB/NSTIAM.

2.17 Conflict of Interest

- 2.17.1 It will be obligatory for the Training Provider (TP) to disclose any sort of actual or potential conflict of interest, failing which the proposal may be disqualified or the contract may be terminated.
- 2.17.2 No staff or agency currently working with the Government shall be engaged by the Training Provider (TP) for this assignment without prior written approval of NSTIAM.
- 2.17.3 No person of the Training Provider (TP) (including joint venture partner or sub-consultants) shall have close relationship with the client’s staff and shall directly or indirectly involved in Preparation of the TOR, evaluation of proposals and selection of the Training Provider (TP) shall be engaged by the Client.
- 2.17.4 The Training Provider (TP) shall not receive any remuneration in connection with the assignment except as provided in the contract.
- 2.17.5 The Training Provider (TP) shall provide professional, objective and impartial advice and at all times hold the NSTIAM’s interest paramount, without any consideration of future work, and that in providing advice, they avoid conflicts with other assignments and their own corporate interest.
- 2.17.6 Training Provider (TP) shall not participate in this assignment if this is in conflict with their prior or current obligations to other clients or, that may place them in a position of being carry out the in the best interest of NSTIAM.

2.18 Amendment of EOI Document

At any time, before the deadline for submission of bids, NSTIAM, may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective bidder, may modify the EOI Document by an amendment. All the amendment(s) made in the document would be published in the form of corrigendum.

The bidders are advised to visit the office of NSTIAM on regular basis for checking necessary updates. NSTIAM also reserves the rights to amend the dates mentioned in this EOI for bid process.

NSTIAM also reserves the rights to amend the dates mentioned in this EOI for bid process.

2.19 Language of Bids

The responses prepared by the bidder and all correspondence and documents relating to the bids exchanged between the bidder and NSTIAM, shall be written in English language. Any printed literature furnished by the bidder in another language shall be accompanied by an English translation, in which case, for purposes of interpretation of the bid, the English translation shall govern.

If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the bidder.

2.20 Period of Validity of Bids

Bids shall remain valid for a period of 120 days after the bid submission deadline date prescribed by NSTIAM. A bid valid for a shorter period shall be rejected by NSTIAM as non-responsive.

In exceptional circumstances, prior to the expiration of the bid validity period, NSTIAM may request Bidders to extend the period of validity of their Bids. In this case, the EMD submitted by the Training Provider (TP) shall also be extended for thirty days (30) beyond the deadline of the extended validity period. A Bidder may refuse the request without forfeiting its EMD. A Bidder granting the request shall not be required or permitted to modify its bid. No interest will be paid by NSTIAM on amount of EMD. The request and responses shall be made via registered post or speed post of Post & Telegraph Dept. Govt. of India.

If any applicant withdraws his offer before Bid Validity Period, without giving any satisfactory explanation for such withdrawals, his EMD shall be forfeited.

In case of successful applicant, EMD shall be forfeited if he fails to sign the agreement within the specified time limit, as mentioned by NSTIAM.

2.21 Clarification of Bids

To assist in the examination, evaluation, and comparison of the Bids, and qualification of the Bidders, NSTIAM may, at its discretion, ask any Bidder for a clarification of its bid. Any clarification submitted by a Bidder that is not in response to a request by NSTIAM shall not be considered, and NSTIAM's request for clarification and the response shall be via email.

If a Bidder does not provide clarifications of its bid by the date and time set in NSTIAM's request for clarification, its bid shall be rejected and EMD shall be forfeited.

2.22 Terms and Conditions

All terms & conditions mentioned in the tender document, as well as in this agreement, shall be valid throughout the term of this agreement. All the commitments made by the bidder through correspondences for the completion of the tender process as well as during the presentation shall be treated as part of this agreement.

2.23 Documents and the Software prepared by the Applicant to be property of the Authority

- 2.23.1 All reports, documents, (in softcopies and/or hardcopies) related to the training which includes database, documentation etc. (collectively referred to as “**Consultancy Documents**”) prepared by the Training Provider (TP) (or by the Sub-Consultants or any Third Party) in performing the Services, shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Training Provider (TP) agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Training Provider (TP).
- 2.23.2 The Training Provider (TP) shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Training Provider (TP) may retain a copy of such Consultancy Documents. The Training Provider (TP), its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- 2.23.3 The Training Provider (TP) shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Training Provider (TP) or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.
- 2.23.4 In the event of any confidential information of WBSAMB, NSTIAM or of any of Regulated Market Committee that comes to the knowledge to the Training Provider (TP) in course of their activities, the Training Provider (TP) shall not divulge the information to any 3rd party.

2.24 Materials furnished by the Authority

Materials made available to the Training Provider (TP) by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Training Provider (TP) shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

2.25 Right to Accept/Reject any or all Proposals

Director, NSTIAM reserves the right to accept or reject any proposal, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for WBSAMBs' action.

SECTION III

CRITERIA FOR SELECTION

3.1 Parameters for Selection of Training Provider:

3.1.1 Organizations conducted similar kind of training program with the Department of Agricultural Marketing or any other departments under Govt. of West Bengal, shall be given preference as per the following table:

Training Program Conducted (No of Batches)	Low	Medium	High
With Dept. of Agricultural Marketing, GOWB	1-3	4-6	6-10
With Agri Allied departments of GOWB	1-3	4-6	6-10
With other departments of GOWB	1-3	4-6	6-10

3.1.2 For experience of formation of Groups/association/company preference shall be given as per the following table:

	Low	Medium	High
Number of Group Formation	<50	50-100	>100

3.1.3 Preferably have conducted agribusiness directly or indirectly including **agri-input and output management**.

3.1.4 For key personal, maximum 5 CVs for each categories of A, B and C as mentioned in the clause 3.2.1 shall be taken into consideration for evaluation purpose. Applicants are requested to arrange the CVs accordingly. Other CVs shall be considered as part of the their credentials.

3.2 Selection

The Training Provider shall be evaluated based on the above set of parameters technically. The applicant shall have to furnish all information / documents / proofs for the purpose of evaluation. Mere fulfillment of the above set of criteria does not assure selection as Training Provider.

Director, Netaji Subhas Training Institute of Agricultural Marketing reserves absolute right to relax condition(s) and/or impose additional condition(s) at any time during the procedure.

3.2.1 Detailed criteria for Technical Evaluation:

Technical strength of the TP will be evaluated according to the following table. Point carrying for the parameters under column "A" is 20, similarly for Column "B" is 45 and Column "C" is 70. Applicants have to score a minimum qualifying marks, which is **50% of the Maximum Technical Score (70)** for becoming qualified for the Financial Evaluation.

Sl No	A. Past Experience of the Applicant (60%)	A	B	C
1	Number of Year of Training Experience (20%)	< 5	5 to 10	10 and >
2	Past Experience of Similar Nature Job (No of batches trained) (30%)			
2a	With Dept. of Agricultural Marketing, GOWB (40%)	1-3	4-6	6-10
2b	With Agri Allied departments of GOWB (35%)	1-3	4-6	6-10
2c	With other departments of GOWB (25%)	1-3	4-6	6-10

3	Number of Groups Formed (20%)	<50	50-100	>100
4	Past Experience in carrying out training job in related sector (in Year) (20%)			
4a	With Dept. of Agricultural Marketing, GOWB (40%)	1-3	>3-6	6-10
4b	With Agri Allied departments of GOWB (35%)	1-3	>3-6	6-10
4c	With other departments of GOWB (25%)	1-3	>3-6	6-10
5	Training Job carried out in West Bengal (in year) (10%)	1-5	>5-10	>10
SI No	B. Experience of Key Personnel (25%)	A	B	C
1	Qualification (30%)	B.Sc	M.Sc	M.Sc + Management/PhD
2	Relevant Experience in year (70%)	1-5	>5-10	>10
SI No	C. Financial Strength of the Applicant (15%)	A	B	C
1	Average Turnover figure in agri-input and output management business in last 3 years (50%)	20 L-25L	>25L-50L	>50L
2	Average Net worth in last 3 years (50%)	10L-15L	>15L-30L	>30L

3.2.2 Detailed criteria for Financial Evaluation:

Financial parameter will be evaluated according to the following formula, which will carry **30% weightage** in the final point calculation.

$(LQR/QR)*100$, where, "LQR" stands for Lowest Quoted Rate and "QR" stands for Quoted Rate.

3.2.3 Determination of final points

Points obtained under Technical and Financial Evaluation for one specific Applicant will be given due weightage as mentioned in the earlier sections i.e. 3.2.1 and 3.2.2.

Final point for one TP after considering both technical and financial criteria will be as follows:

70% of the marks obtained in Technical Evaluation + 30% of the marks obtained in Financial Evaluation.

Applicant obtaining highest marks shall be declared as winner and Letter of Acceptance (LOA) shall be issued to the applicant.

SECTION IV

DEED OF AGREEMENT

DEED OF AGREEMENT

THIS DEED OF AGREEMENT is made on thisday of2019

BETWEEN

The West Bengal State Agricultural Marketing Board a statutory body constituted under the West Bengal Agricultural Marketing Produce (Regulation) Act 1972 represented by its Chief Executive Officer having its office at 729, Anandapur, P.S. Tiljala, Kolkata – 700107, hereinafter called as the “Board” or the **FIRST PARTY** (which expression shall unless repugnant to the context herein shall mean and include its executors, administrators, representative and assigns)

AND

-----, represented by ----- duly authorized hereinafter referred to as the **SECOND PARTY** (which expression shall unless repugnant to the context herein shall mean and include its executors, administrators, representative and assigns) of the other part.

AND

WHEREAS the FIRST PARTY felt it necessary to engage one(Government / Private Organizations /NGOs individually or in joint venture or consortium of Firms / Associations) for their service in providing Training on ‘Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management’, among Young Members of The Farm Families at the premises of its training center named and styled as “Netaji Subhas Training Institute of Agricultural Marketing”, situated at Sasmal Para, Baidyabati, Hooghly – 712222, with an ultimate object to as specified in the “Terms of Reference” (hereinafter referred as the said terms) annexed to the Notice Inviting Expression of Interest vide no. datedpublished by WBSAMB.

AND

Whereas the FIRST PARTY accepted the offer of the SECOND PARTY, including the lump sum price quoted vide their letter being No.....dated, for providing the said services under the terms and conditions specified in the said terms,

AND

Whereas the FIRST PARTY issued a Letter of Acceptance cum Work Order to the SECOND PARTY, vide Memo No.....dated....., accepting therein in the lump sum price quoted by the SECOND PARTY.

Now this agreement witnesses as follows:

1. In this agreement, words and expressions shall have the same meaning as are respectively assigned to them in the “Terms of Reference” referred to herein, and the said “Terms of Reference” and the Letter of Acceptance issued under the Memo no.datedof the FIRST PARTY shall be deemed to form and be read and construed as part of this agreement.
2. In consideration of the payments to be made by the FIRST PARTY to the SECOND PARTY as hereinafter mentioned, the SECOND PARTY covenants with the FIRST PARTY to execute and complete the works and remedy any defects therein in conformity with all aspects with the

provisions of the contract more particularly with respect to the clauses under 'Scope of Work', 'Deliverables', 'Confidentiality', 'Time Period', 'Contract and Security Deposit' as prescribed in the said terms.

3. The FIRST PARTY hereby covenants to provide the logistic support as have been prescribed under the clause 'Logistic Support' in the said terms.
4. The FIRST PARTY hereby covenants to pay the SECOND PARTY in consideration of the execution and completion of the works and remedying the defects wherein, the contract price or such other sum as may become payable under the provisions of the contract at the times and in the manner prescribed under the 'Payment Terms' in the said terms.

5. Exit Management

This clause sets out the provisions, which will apply during Exit Management period.

The exit management period starts at least 1 month prior to the date, in case of termination of the contract, which may be initiated by FIRST PARTY or SECOND PARTY, on the date, when the notice of termination is sent to the SECOND PARTY or FIRST PARTY, as the case may be. The exit management period ends on the date agreed upon by FIRST PARTY, or one month after the beginning of the exit management period, whichever is earlier. If the SECOND PARTY desires to exit from the contract, the SECOND PARTY shall submit a 30-days written notice to the First Party, subject to the following conditions:

- a. The SECOND PARTY shall not be allowed to exit within the 15 weeks after initiation of each phase of the training program. If the SECOND PARTY exits within the 15 weeks after initiation of the each phase of the training program, the Security Deposit of the SECOND PARTY shall be forfeited and his Bank Guarantee, if any, shall also be invoked.
 - b. The SECOND PARTY shall continue his activities as per the TOR within the Exit Notice Period.
6. **Legal Jurisdiction:**

The agreement shall have the jurisdiction of the courts in Kolkata and shall be governed by the appropriate laws applicable in West Bengal.

7. Modification of Agreement

Modification of the terms and conditions of this Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties. However, each Party shall give due consideration to any proposals for modification made by the other Party.

8. Dispute Redressal System

8.1 Except where otherwise provided in the contract all questions and disputes relating to the meaning of the developing, testing, linking, implementing, tagging, monitoring, training and instructions herein before mentioned and as to the quality of workmanship or as to any other question, claim, right, matter or thing whatsoever, in any way arising out of relating to the contract or these conditions or otherwise concerning the works, or the executions or failure to execute the same, whether arising during the progress of the work, or after the completion or abandonment thereof shall be dealt with as mentioned hereinafter.

8.2 If the Training Provider (TP) considers any work demanded of him to be outside the

requirements of the contract, or disputes any decision given in writing by WBSAMB/NSTIAM on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Chairman of the Empowered Committee in writing for written instruction or decision. Thereupon, the Empowered Committee shall give its written instructions or decision within a period of three months from the date of receipt of the letter of the second party.

8.3 Either party will have the right of appeal to the Empowered Committee.

8.4 The Empowered Committee to meet up the dispute in each of the Works under dispute shall be constituted with the following officials as members

SI No	Empowered Committee	Designation
1	Additional Chief Secretary / Principal Secretary / Secretary of the Department of Agricultural Marketing	Chairman
2	Director of Agricultural Marketing	Member
3	One officer in the rank of Joint Director or equivalent of the Directorate of Agricultural Marketing to be nominated by the Department of Agricultural Marketing	Member Secretary and Convenor
4	Financial Adviser of Department of Agricultural Marketing	Member

8.5 The Training Provider (TP) and NSTIAM will be entitled to present their case in writing duly supported by documents. If so requested, the Empowered Committee may allow one opportunity to the Training Provider (TP) and NSTIAM for oral arguments for a specified period. The Empowered Committee shall give its decision within a period of thirty days from the date of appeal.

8.6 If any of the parties is not satisfied with the decision of the Empowered Committee, he may refer the matter within 15 days from the date of order of the Empowered Committee for arbitration.

9. Arbitration

The FIRST PARTY and the SECOND PARTY both shall appoint one Arbitrator each and the appointed Arbitrators shall appoint the 3rd Arbitrator. The dispute shall be resolved by the Arbitrators following the provisions of the Arbitration & Conciliation Act, 1996.

10. Suspension of Agreement

The FIRST PARTY may, by written notice of suspension to the Training Provider (TP), suspend all payments to the Training Provider (TP) hereunder if the Training Provider (TP) shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the Training Provider (TP) to remedy such breach or failure within a period not exceeding 15 (fifteen) days after receipt by the Training Provider (TP) of such notice of suspension.

11. Termination of contract

11.1 The First Party, without prejudice to any other remedy under this Contract and applicable law, reserves the right to terminate the contract (either in whole or in part) by providing a written notice of 30 days to the SECOND PARTY on the following conditions:

- a. If the SECOND PARTY fails to deliver any, or all of the project requirements/ operationalization/ completion of stages of the project within the time frame specified in the contract; or
- b. If the SECOND PARTY fails to perform any other obligation(s) under the contract in the eyes of the Monitoring Committee constituted by FIRST PARTY. or

11.2 If any breach/default is detected and the FIRST PARTY is of the view that the breach/default may be rectified and instructs in writing the SECOND PARTY to rectify such breach/default but the SECOND PARTY fails to rectify such breach/default within 30 days, the FIRST PARTY may terminate the contract by providing a written notice of 30 days to the SECOND PARTY, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to FIRST PARTY. In such an event, the Security Deposit of the SECOND PARTY may be forfeited and his Bank Guarantee may also be invoked.

In the event of termination of this contract for reasons stated in clause (a) and clause (b) above, the FIRST PARTY is entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective continuity of the services which the SEOND PARTY shall be obliged to comply with and take all available steps to minimize the loss resulting from the termination and further allow and provide all such assistance to FIRST PARTY, as may be required, to take over the obligations of the SECOND PARTY in relation to the execution/continued execution of the requirements of this contract.

12. Force Majeure

a. Definition

- i. For the purposes of this Agreement, "Force Majeure" means an event which is beyond the reasonable control of both the Parties, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- ii. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party's Sub-Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement, and (B) avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

b. No breach of Agreement

The failure of a Party to fulfill any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

c. Measures to be taken

- i. A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- iii. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

d. Extension of time

Any period within which a Party shall, pursuant to this Agreement was obligated to complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure without any additional liability from either side.

e. Payments

During the period of its inability to perform the Services as a result of an event of Force Majeure, the Training Provider (TP) shall not be entitled to be reimbursed for additional costs.

f. Consultation

Not later than 30 (thirty) days after the Training Provider (TP) has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

13. Cessation of Services

Upon termination of this Agreement by notice of either Party, the Training Provider (TP) shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultant and materials furnished by the Authority, the Consultant shall proceed as provided respectively by Clauses 17 and/or 18 of Terms of Reference.

14. Negligence :

The Training Provider (TP) shall hold the FIRST PARTY harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses) and other injuries, which may arise from or due to any negligence of the SECOND PARTY or any person assigned by him in performing the job.

TERMS OF REFERENCE (TOR)

1. INTRODUCTION

Netaji Subhas Training Institute of Agricultural Marketing is the training institute of West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal. West Bengal State Agricultural Marketing Board operates the Institute as per provision of Section 36C(2)(C) & (d) of West Bengal Agricultural Produce Marketing (Regulation) Act, 1972.

2. PROJECT NAME

Training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management' among Young Members of the Farm Families.

3. OBJECTIVE OF THE ASSIGNMENT

A. Broad Objective:

The broad objective of this residential programme is to train the young members of the Small and Marginal Farm Families of rural Bengal by introducing them with Market-driven production mechanisms with special emphasis to integrated bio-diversified farming methodology along with new technologies and post-harvest management of the commodities related to agricultural and/or allied sectors. This will provide them an assured option of monetarily rewarding engagement in the form of direct employment or as producers of agricultural and/or allied sector commodities for direct selling or by processing through establishment of marketing chain for the grown and/or processed products through formation of groups.

B. Specific objectives:

- ✓ To equip the trainees with Market-driven production mechanisms.
- ✓ To provide knowledge on post-harvest management and value addition of the farm produce.
- ✓ To enhance their knowledge on application of computer and ICT instruments in fields of agriculture and agricultural marketing.
- ✓ To impart training on different techniques of scientific organic farming so that at the end of the training period, the trainee is well equipped in the wide range of multi-tasking that is essential for bio-diverse agricultural practices.
- ✓ To develop young dynamic youth as entrepreneur who can be linked to different market intervention programs conducted by Department of Agricultural Marketing.
- ✓ To impart high level practical training supported by field-based activities through effective linkages.
- ✓ To impart skills to promote and upscale agribusiness models through formation of Groups and development of different Business Development Models.
- ✓ To generate additional rural employment by engaging rural people from BPL and other minority community.
- ✓ To encourage environment-friendly practices and to change their mindset towards market-oriented production and increase quality and volume of their produce.

4. SCOPE OF WORK

Netaji Subhas Training Institute of Agricultural Marketing, the training institute of West Bengal State Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal, invites detailed proposals from interested institution(s), established companies, registered NGOs, Farm etc. for imparting training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management' among Young Members of the Farm Families at its Institute premises.

The scope of work would inter-alia include the following:

- ✓ Development of Training Materials in consultation with Netaji Subhas Training Institute of Agricultural Marketing.
- ✓ Imparting training by providing faculties, who are specialist in the concerned sector.
- ✓ Arranging and conducting study tours as a part of the training program, among which, hand on training and practical orientation at their own farm or in association with other farms in consultation with NSTIAM, is mandatory.
- ✓ Evaluation of the trainees by conducting weekly examination (MCQ based) during theory and practical classes.
- ✓ Trainees' accommodation, food and lodging facilities during the practical classes shall be borne by the Training Provider.
- ✓ Training Provider shall also bear all travelling costs of the trainees for the purpose of the said training, during the training program along with deploying one representative during their movements at different places.
- ✓ A close monitoring of the activities of the trainees needs to be done by the Training Provider during Application period of the Training program mentioned in subsection c of clause 1.9 of the EOI document, preferably by deploying one representative of their organization at that place.
- ✓ The Training Provider has to extend all post training assistance for the next one year after completion of the training program, which includes mandatory and desirable supports as mentioned in the point 12 of the TOR.
- ✓ The Training Provider shall provide handholding support to those candidates interested for self-employment.
- ✓ Any other necessary arrangements as the Director, Netaji Subhas Training Institute of Agricultural Marketing may deem necessary for successful implementation of the project.

5. CONFIDENTIALITY

All deliberations relating to the assignment including all information collected from various meetings / documents, primary and secondary data etc. shall be kept confidential and shall not be divulged to any third party either verbally or in writing or in electronic form or in any other form.

6. TIME PERIOD

The assignment shall be completed within this financial year according to the following schedule:

Batch	Proposed Training Months	Trainees per Batch	No. of Trainees	No. of blocks covered
1	PHASE – 1 July'2019 – October'2019 (excluding Puja Holidays)	15	90	6
2		15		
3		15		
4		15		
5		15		
6		15		
7	PHASE – 2 November'2019 – February'2020	15	90	6
8		15		
9		15		
10		15		
11		15		
12		15		
Total for F.Y 2019-20			180	12

7. PROJECT TARGET GROUP

The Training will be focusing on selected group of boys and girls, with a minimum educational qualification of Class VIII pass, mainly out of the 30 Young members of farm families per block, who have successfully completed **06 days Basic training on Entrepreneurship Development as the Outreach Program of NSTIAM at each Zilla RMCs in the F.Y 2018-19.**

8. TOTAL NO OF TRAINEES:

180 (One hundred and eighty). The training will be conducted in 12 batches of 15 people each selected from 12 different blocks selected from 6 (six) different districts of the State, mainly the young representative members of farm families, who are having a minimum educational qualification of standard VIII pass. Six such batches shall be trained parallelly in a span of three months. However the Director, NSTIAM may increase/ decrease the no. of prospective trainees.

9. DELIVERABLES

At the end of the programme 180 (one hundred and eighty) multi-tasking Farm Youths in 12 groups with efficient entrepreneurial and managerial capacity in the field of agriculture and/or it's allied sectors with special emphasis to organic farming and Integrated Farming is expected to emerge and it is also expected to usher in socio-economic development in rural Bengal in course of time by monetarily rewarding engagement in the form of direct employment or as producers of agricultural and/or allied sector commodities for direct selling or by processing through establishment of marketing chain for the grown and/or processed products through their proposed BDP.

10. LOGISTIC AND OTHER SUPPORTS

- ✓ West Bengal State Agricultural Marketing Board, in consultation with the District Magistrates of the selected districts, as the Government may think fit for, will be the final authority for selection of the candidates for the said training program however; the Training Provider may be

requested to facilitate the selection procedure, if required.

- ✓ Trainees' accommodation, food and lodging facilities will be provided by Netaji Subhas Training Institute of Agricultural Marketing during the theoretical weeks of the training program.
- ✓ Classroom room facilities including computer and other necessary infrastructures for conducting classes will be provided by Netaji Subhas Training Institute of Agricultural Marketing during the theoretical weeks of the training program.
- ✓ Netaji Subhas Training Institute of Agricultural Marketing will provide stipend to each trainees @ Rs. 1000/- per month with a view to minimize the financial hardship the families of these trainees may have to face.
- ✓ Each of the 12 groups from the 12 selected blocks (which shall be formed by the Training Provider during the training program) shall receive Rs 2,00,000/- (Rupees Two Lakh only) as a front end subsidy in their Group account, after submission of a bankable project duly approved by the Bank.

✓

11. MOBILIZATION ADVANCE

Mobilization Advance, if desired by the TP, will be restricted to 10% of the quoted amount, for which a Bank Guarantee of 110% from any nationalized bank, of the advance need to be tendered. The Bank Guarantee may be submitted within 10 days from the date of execution of the agreement and the advance will only be released after verification of the Bank Guarantee from the concerned bank. The mobilization advance will be recovered in proportion in the next two installments of fund release.

12. CONTRACT AND SECURITY DEPOSIT

The TP will be required to enter into a contract with C.E.O, W.B.S.A.M.B/Director, NSTIAM on the agreed terms & conditions and upon signing the contract the TP firm will remain liable to furnish an interest free Security Deposit in the form of Demand Draft for an amount equal to 10% (Ten percent) of the quoted price, subject to its refund on satisfactory completion of the assignment within stipulated time, which includes:

❖ mandatory support like:

- Formation of Groups/association/company involving the successful trainees for developing marketing chain in agribusiness in the agriculture and/or its allied sectors.
- Monitoring the proper utilization of the released Govt. Subsidy to the group accounts of the Trainees by deploying suitable person in the field, followed by monthly reporting of their post training activities in writing for next one year after successful completion of the training. Modalities of the reporting shall be determined jointly by NSTIAM and the selected Training Provider

❖ and desirable supports like:

- Industry tie-ups and / or agro processing activities & making it sustainable through entrepreneurship development.

In case of non-completion of whole or any part of the assignment including the mandatory

support within the stipulated time, the entire Security Deposit will be forfeited and thus the contract will stand terminated by default.

13. PAYMENT TERMS AND CONDITIONS

❖ Payment terms:

- ✓ On successful completion of one month of the training period for each of the 2 phases, half of the 50% of the quoted amount (subject to recovery of the Mobilization Advance as mentioned in paragraph 11) will be released after due certification of the Training Provider.
- ✓ Half of the 30% of the quoted amount (subject to recovery of the Mobilization Advance as mentioned in paragraph 11) will be disbursed before one month of the completion of the training programme for each of the 2 phases after due certification of the Training Provider.
- ✓ Half of the remaining 20% amount will be disbursed after the successful completion of each of the 2 phases of the training programme after due certification of the Training Provider.
- ❖ Replacement / changes of list of Experts / Teachers / Consultants to be provided by the TP for the training program without prior approval of Director, NSTIAM shall invite penalty @ 3% of the quoted value for each time.
- ❖ The quoted price for the assignment should be inclusive of all applicable taxes, duties and levies etc.

14. Fraud and Corruption

NSTIAM requires that applicant agencies must observe the highest standards of ethics during the execution of the contract. In pursuance of this policy, NSTIAM defines, for the purpose of this provision, the terms set forth 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 a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
- (iii) **“Collusive practice”** is an arrangement between two or more parties 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
 - i. Deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a NSTIAM 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

- ii. Acts intended to materially impede the exercise of NSTIAM's inspection and audit rights.

If it is noticed, that the Bidder has indulged into Corrupt / Fraudulent / Collusive / Coercive / Obstructive practices,

- a) It will be a sufficient ground for NSTIAM to terminate the contract and initiate black-listing the agency.
- b) It will reject a proposal for award, if it is found that the bidder recommended for award has directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract; and
- c) It will have the right to require that a provision be included in bidding documents and in contracts financed by NSTIAM, a provision be included requiring bidders, suppliers and contractors to permit NSTIAM to inspect their accounts and records and other documents relating to the bid submission and contract performance and to have them audited by auditors appointed by WBSAMB/NSTIAM.

15. CONFLICT OF INTEREST

- i. It will be obligatory for the Training Provider (TP) to disclose any sort of actual or potential conflict of interest, failing which the proposal may be disqualified or the contract may be terminated.
- ii. No staff or agency currently working with the Government shall be engaged by the Training Provider (TP) for this assignment without prior written approval of NSTIAM.
- iii. No person of the Training Provider (TP) (including joint venture partner or sub-consultants) shall have close relationship with the client's staff and shall directly or indirectly involved in Preparation of the TOR, evaluation of proposals and selection of the Training Provider (TP) shall be engaged by the Client.
- iv. The Training Provider (TP) shall not receive any remuneration in connection with the assignment except as provided in the contract.
- v. The Training Provider (TP) shall provide professional, objective and impartial advice and at all times hold the NSTIAM's interest paramount, without any consideration of future work, and that in providing advice, they avoid conflicts with other assignments and their own corporate interest.
- vi. Training Provider (TP) shall not participate in this assignment if this is in conflict with their prior or current obligations to other clients or, that may place them in a position of being carry out the in the best interest of NSTIAM.

16. TERMS AND CONDITIONS

All terms & conditions mentioned in this agreement, shall be valid throughout the term of this agreement. All the commitments made by the bidder through correspondences for the completion of the tender process as well as during the presentation shall be treated as part of this agreement.

17. DOCUMENTS AND THE SOFTWARE PREPARED BY THE APPLICANT TO BE PROPERTY OF THE AUTHORITY

- i. All reports, documents, (in softcopies and/or hardcopies) related to the training which includes database, documentation etc. (collectively referred to as “**Consultancy Documents**”) prepared by the Training Provider (TP) (or by the Sub-Consultants or any Third Party) in performing the Services, shall become and remain the property of the Authority, and all intellectual property rights in such Consultancy Documents shall vest with the Authority. Any Consultancy Document, of which the ownership or the intellectual property rights do not vest with the Authority under law, shall automatically stand assigned to the Authority as and when such Consultancy Document is created and the Training Provider (TP) agrees to execute all papers and to perform such other acts as the Authority may deem necessary to secure its rights herein assigned by the Training Provider (TP).
- ii. The Training Provider (TP) shall, not later than termination or expiration of this Agreement, deliver all Consultancy Documents to the Authority, together with a detailed inventory thereof. The Training Provider (TP) may retain a copy of such Consultancy Documents. The Training Provider (TP), its Sub-Consultants or a Third Party shall not use these Consultancy Documents for purposes unrelated to this Agreement without the prior written approval of the Authority.
- iii. The Training Provider (TP) shall hold the Authority harmless and indemnified for any losses, claims, damages, expenses (including all legal expenses), awards, penalties or injuries (collectively referred to as “**Claims**”) which may arise from or due to any unauthorised use of such Consultancy Documents, or due to any breach or failure on part of the Training Provider (TP) or its Sub-Consultants or a Third Party to perform any of its duties or obligations in relation to securing the aforementioned rights of the Authority.
- iv. In the event of any confidential information of WBSAMB, NSTIAM or of any of Regulated Market Committee that comes to the knowledge to the Training Provider (TP) in course of their activities, the Training Provider (TP) shall not divulge the information to any 3rd party.

18. MATERIALS FURNISHED BY THE AUTHORITY

Materials made available to the Training Provider (TP) by the Authority shall be the property of the Authority and shall be marked accordingly. Upon termination or expiration of this Agreement, the Training Provider (TP) shall furnish forthwith to the Authority, an inventory of such materials and shall dispose of such materials in accordance with the instructions of the Authority.

SECTION V

APPLICATION FORMS

FORM – “A”

Format for selection criteria for Technical Evaluation

(Only “√” the appropriate option that suits you Please write “NA” if parameter is not applicable)

Sl No	A. Past Experience of the Firm (60%)	A	B	C
1	<i>Number of Year of Training Experience (20%)</i>	< 5	5 to 10	10 and >
2	<i>Past Experience of Similar Nature Job (No of batches trained) (30%)</i>			
2a	With Dept. of Agricultural Marketing, GOWB (40%)	1-3	4-6	6-10
2b	With Agri Allied departments of GOWB (35%)	1-3	4-6	6-10
2c	With other departments of GOWB (25%)	1-3	4-6	6-10
3	<i>Number of Groups Formed (20%)</i>	<50	50-100	>100
4	<i>Past Experience in carrying out training job in related sector (in Year) (20%)</i>			
4a	With Dept. of Agricultural Marketing, GOWB (40%)	1-3	>3-6	6-10
4b	With Agri Allied departments of GOWB (35%)	1-3	>3-6	6-10
4c	With other departments of GOWB (25%)	1-3	>3-6	6-10
5	<i>Training Job carried out in West Bengal (in year) (10%)</i>	1-5	>5-10	>10

Sl No	B. Experience of Key Personnel (25%)	A	B	C
1	<i>Qualification (30%)</i>	B.Sc	M.Sc	M.Sc + Management/PhD
2	<i>Relevant Experience in year (70%)</i>	1-5	>5-10	>10

Sl No	C. Financial Strength of the Applicant (15%)	A	B	C
1	<i>Average Turnover figure in agri-input and output management business in last 3 years (50%)</i>	20L-25 L	>25L-50L	>50L
2	<i>Average Net worth in last 3 years (50%)</i>	10L-15L	>15L-30L	>30L

(Authorized Signatory)

FORM – “B”
Letter of Application
(On the Letter Head of the Applicant (in case of Single Applicant) or
Member Responsible (In case of Joint Venture)

Date:

To:

Ref: EOI No: dated for the Training program on
‘Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management’

Sir,

Being duly authorized and act on behalf of.....
(hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the pre-qualification requirements and information provided, the undersigned hereby apply for qualification for the project referred above and my fund requirement for accomplishing my part in the project is Rs [Rupees] (In words). The amount is inclusive of all applicable taxes and duties.

We are enclosing our Expression of Interest in One original plus one copy, with the details as per the requirements of the EOI, for your evaluation.

(Authorized Signatory)

Formats to be used for the Proposal Submission

ANNEX I: Cover Letter for bidders (On the letterhead of the organization)

Date: DD/MM/YYYY

To
Director,
Netaji Sunhas Training Institute of Agricultural Marketing,
Sashmalpara, Baidyabati
PIN -712222.

Sub: Selection of Training Provider for providing training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management'

Ref: EOI No: <xxxxxxx> dated <dd/ MM/2019>

Dear Sir,

Having examined the EOI, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the EOI for the selection of Training Provider (TP) for providing training on 'Entrepreneurship and Marketing Chain Development through Market-led Production and Post-harvest Management'.

We attach hereto our responses to qualification requirements and technical proposals as required by the EOI. We confirm that the information contained in these responses, or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to NSTIAM, is true, accurate, verifiable and complete. This response including all information necessary to ensure that the statements therein do not in whole, or in part, mislead NSTIAM in its tendering process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the empanelment process, we are liable to be dismissed from the empanelment process. We agree for unconditional acceptance of all the terms and conditions set out in the EOI document and also agree to abide by this EOI response.

We agree that you are not bound to accept any EOI response you may receive. We also agree that you reserve the right in absolute sense to reject all, or any of the products/ services specified in the EOI response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as other such documents, which may be required in this connection.

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
Email address :

Annex. II: Format to share Organization's Particulars (On the letterhead of the organization)

Sl.No	Description	Details (to be filled by the responder to the EOI)
1.	Name of the organization	
2.	Official address	
3.	Phone No.	
4.	Fax No.	
5.	Web Site Address	
6.	Name of Authorized signatory	
7.	Land line no. of Authorized signatory	
8.	Mobile no. of Authorized signatory	
9.	Email address of Authorized signatory	

Annexure III: Self-declaration letter for not being black-listed for bidders

(To be submitted on the Letterhead of the responding organization)

Date: DD/MM/YYYY

To
Director,
Netaji Sunhas Training Institute of Agricultural Marketing,
Sashmalpara, Baidyabati; PIN -712222.

Sub: Declaration for not being debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid

Dear Sir,

I/We, the undersigned, herewith declare that my/our company (<-- name of the firm -->) has not been debarred / black-listed by Central / any State Government department in India as on the date of submission of the bid.

Yours' faithfully,

Signature of Authorized Signatory (with official seal) Date :

Name :

Designation :

Address :

Telephone &Fax :

E-mail address :

Annexure IV: No Deviation Certificate

(To be submitted on the Letterhead of the responding organization)

Date: DD/MM/YYYY

To
Director,
Netaji Sunhas Training Institute of Agricultural Marketing,
Sashmalpara, Baidyabati; PIN -712222.

Sir/Madam,

We, the undersigned, declare that the information provided by us in the Standard Forms (both for Technical and Financial proposals) and annexure have been prepared following exactly the same format provided by NSTIAM in the EOI document and no deviation/modification/addition/alteration has been done in the submitted Standard Forms.

We understand that any deviation/modification/addition/alteration in the Standard Forms shall lead to cancellation of our proposal for the specified project.

Yours sincerely,

Authorized Signature {In full and initials}:

Name and Title of Signatory:

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

In the capacity of:

Address:

Contact information (phone and e-mail):

{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}

Annexure V:

Authorization letter for attending pre-bid meeting / bid opening for the organization

(Strike out whichever is not applicable)

(To be submitted on the Letterhead of the responding organization)

No.....

Date.....

To
Director,
Netaji Sunhas Training Institute of Agricultural Marketing,
Sashmalpara, Baidyabati; PIN -712222.

Sub: EOI No..... date.....

Sir/Ma'am,

We hereby authorize Mr./Ms.as our authorized representative, whose signature is attested below to represent us on the following occasion: -

- i. Attending Pre-Bid meeting on ----- at ----- A.M. /P.M..
- ii. EOI Opening on..... at..... A.M. /P.M.

Kindly permit him/her to attend the same.

Yours faithfully,

Signature of Authorized Signatory (with official seal) Date

Signature of the Authorized Representative:

Name of Authorized Representative:

Designation:

Annexure VI: Format for CV of experts for the organization

1	Name of the Expert					
2	Current Designation in the Organization					
3	Proposed Role in the Project					
4	Highest Education					
5	Summary of Key Training and Certifications					
6	Language Proficiency					
7	Total No. of years of Work Experience					
8	Total No. of years of relevant experience					
9	Contact Number of Expert					
10	Mail ID of Expert					
11	Highlights of relevant assignments handled and significant accomplishments (Use following format for each project)					
	Name of Assignment or project:	Project 1	Project 2	Project 3	Project 4	
		Year:				
		Location:				
		Client:				
		Main project features:				
		Role:				
		Activities performed:				

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 termination of the contract any time even after even after acceptance of award.

Name of Expert

Signature

Date

Countersigned by authorised person

Annexure VII Comments and suggestions on the Terms of Reference

Furnish comments and suggestions on the terms of reference and facilities to be provided by the Training Provider (TP).

The useful suggestions, although will not be incorporated in the ToR at this stage, but may be looked into during negotiation of the contract.

SI No	Existing Clause/s under ToR	Suggested Modification

**Annexure VIII
Comments and suggestions on the Draft Contract**

Furnish comments and suggestions on the Draft Contract to be done between WBSAMB and Training Provider (TP).

The useful suggestions, although will not be incorporated in the draft contract at this stage, but may be looked into during negotiation of the contract.

SI No	Existing Clause/s under Draft Contract	Suggested Modification

Check list of the Documents to be Submitted

Sl No.	List of Documents Submitted	Only put "√" marks			
1	Copy of Certificate of Registration / Incorporation				
2	Copy of Memorandum of Article				
3	Copy of PAN				
4	Copy of last 3 (three) years audited financial statements				
5	Copy of Service Tax Registration Certificate				
6	Income Tax exemption certificate – if any.				
7	Proposed Course Structure				
8	Number & list of permanent staff & faculty				
9	The profiles of the Experts /Teachers				
10	Recognized / Accredited by whom				
11	Number of student trained so far and present status of such ex-trainees				
12	Successful work experience in the proposed sector including Proof of similar work experience with this department or any other department of Govt. of West Bengal.				
13	Existing infrastructure of the institution				
14	Experience in entrepreneurship development				
15	Proposed Placement and / or linking facilities to be provided for newly trained students under this Proposal				
16	Form A	Annex I	Annex II	Annex III	Annex IV
	Form B	Annex V	Annex VI	Annex VII	Annex VIII

Disclaimer:

The information contained in this Expression of Interest ("EOI") document or subsequently provided to Applicant(s), whether verbally or in documentary form by or on behalf of the Director, Netaji Subhas Training Institute of Agricultural Marketing or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this EOI document and any other terms and conditions subject to which such information is provided.

This EOI document is not an agreement and is not an offer or invitation by the Government Representative to any other party. The purpose of this EOI document is to provide interested parties with information to assist in the formulation of their Application for Qualification. The EOI document does not purport to contain all the information each Applicant may require. This EOI document may not be appropriate for all persons, and it is not possible for the Government Representative, its employees or advisors to consider the financial situation and particular needs of each party who reads or uses this EOI document. Each Applicant should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate sources. Netaji Subhas Training Institute of Agricultural Marketing, the training institute of West Bengal State Agricultural Marketing Board under Department of Agricultural Marketing, Govt. of West Bengal, its employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the EOI document.

Director, Netaji Subhas Training Institute of Agricultural Marketing, Baidyabati may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this EOI document.