

SELCO Foundation – Call for Vendors



Research Analysis for Scoping and Mapping in FPOs, FPCs, CBBOs, POPIs, and Cooperatives in the North Eastern Region (NER) of India.

SELCO Foundation – Procurement Officer

690, 15th Cross Rd, Jeewan Griha Colony, 2nd Phase,

J P Nagar, Bengaluru, Karnataka 560078

procurement@selcofoundation.org

SELCO Foundation hereby invites proposal for the Conduct Research surveys and interviews to collect quantitative and qualitative data to develop a database of all relevant organizations (FPOs, FPCs, CBBOs, POPIs, Cooperatives etc), providing an overview of the existing landscape, evaluate and develop a comprehensive report in across the states of Northeast India

The detailed tender document which can be downloaded from:

<https://selcofoundation.org/tender/>

Proposal, as per the terms and conditions herein should be submitted through the online form (E-tender)

<https://forms.gle/HMHWbFLqBZm89HiVA>

by 05 pm on or before 30-12-2024.

Chief Executive Officer – SELCO Foundation



SELCO FOUNDATION

TENDER NOTIFICATION

Conduct Research surveys and interviews to collect quantitative and qualitative data to develop a database of all relevant organizations (FPOs, FPCs, CBBOs, POPIs, Cooperatives etc), providing an overview of the existing landscape, evaluate and develop a comprehensive report in across the **states of Northeast India**

Address for Communication:

SELCO Foundation

#690, 15th Cross Rd, J P Nagar – 2nd Phase

Bangalore, Karnataka – 560078

Telephone: 080-26493145

e-mail: procurement@selcofoundation.org

DISCLAIMER

NIT No: 12/2024-2025

This tender by SELCO Foundation is for Scoping and Mapping of FPOs, FPCs, CBBOs, POPIs, and Cooperatives in the North Eastern Region (NER) of India

NOTE:

SELCO Foundation has the right to award the work under this tender to single or multiple vendors provided that the applicant enterprise meets the criteria based on the suitability of the proposed methodology, relevant background and expertise along with the quote submitted towards this tender.

The tender invites individuals or agencies to participate in research engagement state wise.

Though adequate care has been taken while preparing this Notice Inviting Tender (NIT) document, the Bidders are requested to satisfy themselves as to the completeness of this document in all aspects. Intimation of any discrepancy shall be given to the email address mentioned above immediately. If no intimation is received from any Bidder within seven (7) days from the date of this NIT, it shall be considered that the NIT is complete in all aspects and has been received by the Bidder.

SELCO Foundation reserves the right to cancel/ withdraw this NIT without assigning any reason and shall bear no liability whatsoever consequent upon such a decision.

SELCO Foundation reserves the right to modify, amend or supplement this NIT.

While this NIT has been prepared in good faith, neither SELCO Foundation nor their employees or advisors make any representation or warranty, express or implied, or accept any responsibility or liability, whatsoever, in respect of any statements or omissions herein, or the accuracy, completeness or reliability of information, and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this NIT.

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SELCO FOUNDATION

#690 15th Cross J P Nagar 2nd Phase
Bangalore - 560078
Telephone: 080-26493145
e-mail: procurement@selcofoundation.org

TENDER No: 12/2024-2025

Dated 20-12-2024

NOTICE INVITING TENDER

Chief Executive Officer of SELCO Foundation, Karnataka, India hereby invites bids to partner for Scoping and Evaluation of FPOs, FPCs, CBBOs, POPIs, and Cooperatives in the North Eastern Region (NER) of India – States of Assam, Manipur, Meghalaya, Mizoram, Nagaland, Arunachal Pradesh, Tripura, Sikkim.

1	Tender Ref No.	12/2024-2025
2	Last date and time to submit questions/clarifications for Pre-bid meeting, via Email to procurement@selcofoundation.org	30-12-2024, 5:00 PM
3	Opening date of Technical bid & Financial bid	01-01-2025, 11.00 AM
4	Link to Apply – Google Form	https://forms.gle/HMHWbFLqBZm89HiVA
5	Venue of Opening of tenders.	SELCO Foundation, Bangalore

Interested and eligible bidders may furnish the Technical & Commercial Bids for the work to partner for Scoping and Evaluating of FPOs, FPCs, CBBOs, POPIs, and Cooperatives in the North Eastern Region (NER) of India and participating in activities through the google form:

<https://forms.gle/HMHWbFLqBZm89HiVA>

Any further information or clarification may be obtained either in person or through phone during office hours from the office of the SELCO Foundation Ph: 080-2649 3145 or through the email – procurement@selcofoundation.org.

INSTRUCTION TO BIDDERS

Overview

The North Eastern Region of India, characterized by its diverse terrain of plains, valleys, hills, and mountains, faces significant challenges due to extreme weather events, such as heavy rainfall, floods, earthquakes, and landslides, which often result in distress and displacement. Despite these vulnerabilities, the region is witnessing the gradual emergence of industries and entrepreneurship, alongside a slow but steady growth in financial institutional capacities and investments. These systemic conditions offer opportunities to build safety nets for a sustained quality of life, while improving incomes and the overall well-being of the region's population.

The region is home to a rich cultural mosaic, with tribes constituting 27.42% of the population. Agriculture remains the backbone of the regional economy, with nearly 70% of the population reliant on it as their primary livelihood. However, frequent natural disasters—earthquakes, floods, erosion, landslides, cyclones, and occasional droughts—coupled with challenging geographical terrain, infrastructure gaps, and low institutional capacity, threaten not only livelihoods but also access to basic rights such as quality healthcare and education.

While these challenges persist, North East India's abundant natural resources, cultural richness, and state-specific uniqueness present immense potential. With the right investments in resilience and sustainability, the region could become a hub of innovation and entrepreneurship, exemplifying how regional strengths can foster adaptive solutions for a better future.

There is an increasing interest to *support collectivisation of farmers and farming communities, through FPOs*, to enable small and marginal farmers to have better access to technology, financing and market linkages. This is also a mandate supported by the Government of India, and state initiatives. To enable better incomes and productivity through collectivisation, building the capacity of FPOs and their access to infrastructure and resources becomes critical.

Context and Problem Statement

Small landholdings, reliance on manual farming methods, and underutilization of resources in the North-East Region (NER) highlight the urgent need for highly efficient and productive on-farm solutions. Frequent floods and erratic rainfall further exacerbate agricultural challenges, leading to crop losses and soil degradation. Most crops are cultivated for subsistence, with surplus sold at local markets or via aggregators and retailers. However, lack of localized processing, post-harvest management, and storage solutions, coupled with limited access to inclusive financial products for investing in infrastructure and support to access markets, hampers agricultural incomes for small and marginal farmers especially located in remote regions of NER.

Key Challenges Identified for FPOs in NER

1. Low Awareness and access for Climate Smart Technology Integration
2. Access to Credit
3. Access to Schemes and Subsidies

4. Access to Market and Business Development
5. Gaps in Leadership and Support Systems

1. Aim and Objective

Aim:

- The aim of this study is to understand the organizational framework, needs and challenges that FPOs (hereon FPOs will include Farmer Producer Organizations (FPOs), Farmer Producer Companies (FPCs), Cluster-Based Business Organizations (CBBOs), Producer Organizations Promoting Institutions (POPI), and Cooperatives) face in the context of North East India (not limited to above) and opportunities within (a) organization development, (b) adoption of sustainable and climate smart practices, systems and Technologies and (c) accessing/ leveraging the ecosystem services and stakeholders

Objective:

- Develop a database of all relevant organizations (FPOs, FPCs, CBBOs, POPIs, Cooperatives etc) in the North East Region, providing an overview of the existing landscape.
- Develop a nuanced understanding of the governance structures, grading mechanisms, financial health, and credit access across the eight states of North East India
- Build a knowledge base and insights from a representative sample to identify key learnings, challenges, and areas for future development
- Recommendations need to keep in mind SELCO Foundation's core areas of work and opportunities through engagement with FPOs

The broad scope of the work is as detailed below: (To see the complete scope of work, please see **Annexure – 1** :

1. Comprehensive database on FPOS, FPCs, CBBOs, POs & Cooperatives etc. to be segregated state wise
2. Interim learnings
3. Comprehensive Learning Report from each state

Build a knowledge base and insights from a representative sample to identify key learnings, challenges, and areas for future development.

Eligibility Criteria for Participating in the Bidding

Legal and Financial Eligibility Criteria

For Organization or Company

1. Bidding Organization or Bidder must be a company Registration or incorporation certificate (incorporated under Indian Companies Act, 1956/2013) or a Partnership Firm (registered under Indian Partnership Act, 1932) or a Sole Proprietorship Firm.
2. Bidders should have filed the Income tax return for the last two years
3. Bidders should have filed the GST return for the last two years
4. Bidders should have a valid PAN card for the Organization.
5. Bidder Should have a GST certificate for the Organization.

For Individual

1. Bidders should have filed the Income tax return for the last two years.
2. Bidder Should have a GST certificate.
3. Bidders should have a valid PAN card.
4. Bidder Should have a valid Government ID proof.
5. Bidder Should have a valid Government Address proof.

Technical Eligibility Criteria

1. Agencies with a **minimum of 2 years** or individuals with 10 years of experience in designing research studies, developing research studies, developing research tools and writing analytical reports.
2. Prioritize entities with a track record of researching and developing strategy for program design – especially in the North east. Particularly those who have had experience with development projects and understanding of the grassroots institutions and community members. Sample examples of past work and other supporting documents based on the criteria of selection
3. The proposal needs to include Individual profiles, organizational credentials, past work samples, and detailed costing.
4. Workplan showing timelines and dependencies
5. Proposal including approach, methodology and detailed budget for the deliverables.

Cost of bidding

The bidder shall bear all costs associated with the preparation and submission of the bid to the Chief Executive Officer. SELCO Foundation will in no event be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The technical proposal shall contain:

1. Legal and Financial details of the organization as per [Annexure - 2](#)
2. Technical details of the organization as per [Annexure - 3](#)
3. The bidder has to sign all the pages of the documents as a token of acceptance of all terms and conditions.

The financial bid shall contain:

1. The rate should be quoted per state of the project as listed in [Annexure 1 - "Proposal costing guidelines to partners"](#).
2. All taxes levied by the State & Central Govt., travel costs for physical meetings, printing, designing of any reports, external party costs etc if any, as per the format specified in Annexure 4.

Structure of the proposal

1. The proposal should contain a brief of the bidder's profile followed by a detailed approach and methodology that includes:
 - a. Details on research methodology and sample reports. - The project will involve conducting surveys and interviews with ecosystem stakeholders, including farmers, organizational leaders, and government officials, to gather data on operations, governance, finances, and service delivery. FPOs will be mapped and categorized based on their governance and operations, with an analysis of financial flows, investments, and credit access to identify challenges. The role of local, state, and national support systems, as well as NGOs, in strengthening these organizations will be assessed. Additionally, existing extension service models will be reviewed to identify best practices and gaps. Bidders are expected to outline their methodology to ensure alignment with the study's objectives.
 - b. A sample solution stack with proposed.
 - c. A sample deployment support plan.
2. The proposal should also contain the project timeline highlighting milestones and deliverables.
3. The proposal should elaborate on the roles and responsibilities of the different team members and backstop arrangements available for suggested human resources in the proposal.
4. The entire proposal including approach and methodology proposed etc., needs to be submitted as part of the proposal.
5. Proposals should be submitted for individual states even if applying for more than one state. Final agency/ individual can be awarded for a max of 3 states only.

Price schedule

The Bidder shall complete the price schedule as per [Annexure 4](#), indicating the total cost to conduct the project as per scope and deliverables mentioned in [Annexure 1](#). SELCO Foundation will not pay any extra charges over and above rate quoted by the bidder.

Fixed price:

Prices quoted by the bidder are firm, final and binding and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. The

quotation will remain valid till Six (6) months from the date of opening of the financial bid. A bid valid for a shorter period shall be rejected by the SELCO Foundation as non-responsive.

Format and Signing of Bid

The bidder shall give a set of signed and scanned copies of all the documents through the Google Form link provided in Annexure 1.

Deadline for Submission of bids

Bids must be received by SELCO Foundation not later than the time and date specified in the invitation for Bids (Section I). The SELCO Foundation may, at its discretion, extend this deadline for submission of bid by amending the bid documents in which case all rights and obligations of the SELCO Foundation and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

Tender Opening and Evaluation

The technical & financial bids will be opened separately at the discretion of SELCO Foundation. The committee may contact the bidders to seek clarifications on the proposed methodology and understanding of the scope of work submitted along with the technical bid. The financial bids of only technically qualified bidders will be opened. The Bidders Names, Bid Modifications, or Withdrawals, bid prices, Discounts and the presence or absence of the requisite details as the SELCO Foundation, at its discretion, may consider appropriate will be recorded by the Purchase Committee of SELCO Foundation. No bid shall be rejected at bid opening, except for late bids, which will be rejected.

SELCO Foundation reserves the right to award contracts to a single bidder or multiple bidders depending on the evaluations of the commercials received.

Proposal evaluation scores

The proposals submitted by the Bidder firm will be evaluated and examined by an expert in-house committee through a scoring process as follows:

1. **Experience of firm/ individual – 20 points:** Firm should have at least two (2) years of experience in conducting evaluation research in the development sector along with having conducted at least two (2) evaluation studies preferably using a mixed methods approach.
2. **Approach and methodology proposed – 50 points:** Understanding the requirement of the tender, methodology design, with appropriate methods and approach to fulfill objectives, timelines and deliverables.
3. **Budget proposed- 20 points:** Realistic and efficient budget to complete all the activities involved in completion of the project.
4. **Presence in the region – 10 points:** Firms and individuals belonging to the state/s will be given preference

The final selection will rest with the competent authority of SELCO Foundation. Eligible/ Interested firms are requested to submit their applications towards the tender with all supporting documents listed as per Annexure 2, Annexure 3, Annexure 4, Annexure 5 through the Google form link provided in Annexure 1.

Clarification of Bids

During evaluation of bids, SELCO Foundation may, at its discretion, ask the bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the bid shall be sought, offered or permitted.

SELCO Foundation may invite shortlisted organizations to present their technical presentation and approach to a committee which will help SELCO Foundation in making final selection.

Preliminary Examination

The SELCO Foundation will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required information has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, the lowest of the two shall prevail and the bid shall stand corrected to that effect. The SELCO Foundation may waive any minor infirmity or non- conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder.

Acceptance or rejection of bids

Chief Executive Officer, SELCO Foundation reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.

Any bid with incomplete information is liable for rejection.

Terms of Contract

Amongst other things, the relation between the SELCO Foundation and selected Bidder (collectively "Parties") will be governed by the following terms which will be incorporated in a formal Agreement.

The contractual relationship shall commence on the date it is signed by all Parties and shall remain valid for 6 months unless changed and agreed by either party in writing.

a. Project Timelines:

- i. In the event where the timeline is not met, or the Consultant is not able to make the deliverables on time, the Bidder is required to promptly communicate any delays to the Foundation, providing a comprehensive explanation for the delay in writing. Furthermore, the Consultant must seek written authorization from the Foundation for acknowledgment of said delay.
- ii. A delay of 30 (thirty) days beyond the fulfilment of deliverables would be is subjected to a penalty equivalent to 5% (five percent) of the Fee payable for such deliverable; and the Foundation shall deduct this amount from the Fee payable to the Bidder.
- iii. A repeated delay of more than thirty (30) days, in more than two (2) instances would be is treated as non - adherence to the Contract and the Foundation is at liberty to terminate the relationship under this contract with immediate effect on the ground of repeated delay in deliverables.

b. Sub-contracting:

In the event that the bidder requires the services of subcontractors to perform any obligations under the Agreement, the Bidder shall obtain prior written approval of the SELCO Foundation. Any rejection or non-performance of the subcontractor shall not, in and of itself, entitle the Bidder to claim any delays in the performance, or to assert any excuses for the non-performance, of any of its obligations under the Agreement, and the Bidder shall be solely responsible for all services, obligations and deliverables performed by its subcontractors.

c. Financials and Reporting:

The total project cost includes GST, cost of travel and accommodation. The cost will be paid by the SELCO Foundation to the Bidder on achieving the milestones mentioned below. TDS will be deducted on the fixed amount as per Income Tax Act and Rate of Percentage. The above fee shall be inclusive of all statutory duties & taxes applicable if any, such as GST etc. Bidder will be reporting to the Senior Program Manager-SELCO Foundation, on activities & progress achieved on deliverables. Invoice will be processed further to the approval of Senior Program Manager

The proposed payment schedule for the project is as shared below:

Disbursement	Milestone
25%	Signing of Agreement
25%	Submission of Workplan, Inception Report and Secondary Data Set
25%	Submission of Primary Data and Interim Learnings
25%	Submission of Final Report

Note: In accordance with the Central Board of Direct Taxes circular No. 7 of 2022 dated 30th March, 2022 in relation to the clarifications with respect to Rule 114AAA of the Income-tax Rules, 1962, failure to link Aadhar number to the PAN card and/or failure by any person, who falls within the income tax bracket or otherwise, to file tax returns in relation to payment of TDS for any service (in accordance with Section 206AB and 206AA) and/or an inoperative PAN card will result in a 20% tax deduction.

d. Indemnification:

Both the parties agree to indemnify and hold SELCO Foundation and its Trustees and representative officers, employees, agents harmless from and against any and all claims, demands, actions, losses, liabilities, charges, damages, costs and expenses (including but not limited to reasonable attorney's fees) arising out of or resulting from (1) any claims arising in connection with activities undertaken by the Bidder in connection with the project or (2) Bidder's gross negligence or willful misconduct or breach of any undertaking, covenant, representation or warranty contained in this agreement and/or the actual infringement of any patent, trademark, copyrights, trade secret or any other intellectual property right of the third party.

e. Intellectual Property Rights and Confidentiality

- i. All intellectual property including but not limited to patent, trademark, copyright, product/machinery/hardware solution which is developed by the Consultant prior to Engagement with the Foundation shall vest with the Consultant and Foundation will have no claim over such intellectual property, provided that use of such intellectual property shall not interfere the Consultant's engagement with the Foundation and Consultant hereby agrees to indemnify and hold Foundation indemnified for any liability that may arise from usage of such intellectual property.
- ii. Except as is otherwise expressly provided in writing in the Contract, the Foundation shall be entitled to all intellectual property and other proprietary rights including, but not limited to, patents, copyrights, and trademarks, with regard to products, processes, inventions, ideas, know-how, or documents and other materials which the Consultant has developed during the Engagement as per terms of this Contract. The Consultant acknowledges and agrees that intellectual property rights so developed will vest with the Foundation. At the same time Foundation understands and acknowledges the support of the Consultant and hereby agrees to provide appropriate attribution and acknowledge the Consultant's moral rights whenever the intellectual property rights developed in the course of Engagement is used.
- iii. The Consultant also gives the Foundation a right to publish as a case study or otherwise, any intellectual property including but not limited to photographs, reports, estimates, recommendations, documents and all other data compiled by or developed by the Consultant during the performance of the Contract.
- iv. The Parties will treat all information given to them through this Engagement, as information with proprietary value or as confidential, whether such information is marked as confidential or not and will not disclose the same to competitors or any outsiders. Neither Party will at any time, except under legal process, divulge any trade or business secret relating to the other Party or any customer or agent of the other Party, which may become known to them by virtue of their Engagement under this Contract to the competitors or any third party Further, the Consultant will be true and faithful to the Foundation in all dealings and transactions whatsoever relating to the Foundation.
- v. Reports or other data that are developed specifically for the performance of the Contract shall be the property of the Foundation and the Consultant shall deliver reports and data to the Foundation as per the milestones stated above. Dissemination of the reports and any information related to the performance of the Contract or developed as part of Contract, shall only be done with written approval from Foundation. The Foundation reserves the right to publish any deliverables/output of the impact study and as per the Foundation 's general conditions of contract, all deliverables under this Contract will have the logos of Foundation and the Consultant on the cover pages, unless otherwise stated by the Foundation.

f. Publicity, use of name & Logo of the Foundation

Neither Party shall advertise or otherwise make public for purposes of commercial advantage or goodwill that it has a contractual relationship with the other Party, nor shall either Party, in any manner whatsoever use the name, emblem, logo or official seal of the other Party in connection with its business or otherwise without the written permission of the said Party.

g. Observance of Law:

- i. Both Parties shall comply with all applicable laws, ordinances, rules, and regulations bearing upon the performance of its obligations under the Contract.
- ii. Both Parties represent and warrant that they are not engaged in any unethical business practices or any practice which is against the integrity or sovereignty of India. Both Parties also represent and warrant that there is no pending litigation or any other charge, whether civil or criminal, against them as on the Execution Date of this contract. The Foundation reserves the right to perform a background check at its discretion and the Foundation hereby waives any liability that may arise out of misrepresentation by the Consultant. The Both Parties also agree to indemnify each other for any liability that may arise out of such misrepresentation.
- iii. The Consultant warrants that neither it, its parent entities, partners or subcontractors nor any of its subsidiary or affiliated entities (if any) is engaged in any practice inconsistent with the rights set forth in the Child Labour (Prohibition and Regulation) Act of 1986, which, inter alia, requires that a child shall be protected from performing any work that is likely to be hazardous or to interfere with the child's education, or to be harmful to the child's health or physical, mental, spiritual, moral, or social development.
- iv. The Consultant shall agree to adhere to the mandates prescribed under the Sexual Harassment of Women (Prevention, Prohibition & Redressal) Act, 2013, which requires all workplaces to have a Policy and Internal Committee to address complaints of sexual harassment that women may face at the workplace.

h. Termination:

Either Party has the right to terminate the Contract by giving a notice ("Notice") in writing to the other Party stating their intention to terminate the same on the expiration of fifteen (15) days ("Notice Period") from the date of such Notice. In addition, the Foundation may also terminate the Contract with immediate effect in the event of any fraud, misconduct or neglect of duties on the part of the Consultant. Upon the termination of the Contract and payment of the said fees due up to such termination, and payment of all disbursements and out-of-pocket expenses incurred up to the date thereof, (provided the same have been incurred after obtaining prior approval), the Consultant shall also deliver and further certify in writing that all deeds, documents and paper in its possession relating to the business or other confidential information of the Foundation have been duly handed over or destroyed or relating to the Project or as the Foundation shall direct, and the Foundation shall continue to afford the Consultant all reasonable assistance for concluding pending matters at the date of such termination without making any charge thereof.

i. Force Majeure:

- i. Force majeure as used in the Contract shall mean any unforeseeable and irresistible act of nature, any act of war (whether declared or not), invasion, revolution, insurrection, terrorism, or any other acts of a similar nature or force, provided that such acts arise from causes beyond the control and without the fault or negligence of the Consultant.
- ii. In the event of and as soon as possible after the occurrence of any cause constituting force majeure, the affected Party shall give notice and full particulars in writing to the other Party, of such occurrence or cause if the affected Party is thereby rendered unable, wholly or in part, to perform its obligations and meet its responsibilities under the Contract. The affected Party shall also notify the other Party in writing within two days of any other changes in condition or the occurrence of any event which interferes with or threatens to interfere with its performance of the Contract. Not more than fifteen (15) days following the provision of such notice of force majeure or other changes in condition or occurrence, the affected Party shall also submit a statement to the other Party of estimated expenditures that will likely be incurred for the duration of the change in condition or the event of force majeure.
- iii. On receipt of the notice or notices required hereunder, the Party not affected by the occurrence of a cause constituting force majeure shall take such action as it reasonably considers to be appropriate or necessary in the circumstances, including the granting to the affected Party of a reasonable extension of time in which to perform any obligations under the Contract.
- iv. If the Consultant is rendered unable, wholly or in part, by reason of force majeure to perform its obligations and meet its responsibilities under the Contract, the Foundation shall have the right to suspend or terminate the Contract on the same terms and conditions as are provided for in this Contract.

j. Governing Law

This Contract and the disputes arising hereunder shall be governed by and interpreted in accordance with laws of India.

k. Dispute Resolution & Jurisdiction:

- i. The Parties shall use their best efforts to amicably settle any dispute, controversy, or claim arising out of the Contract or the breach, termination, or invalidity thereof.
- ii. Any dispute, controversy, or claim between the Parties arising out of the Contract or the breach, termination, or invalidity thereof, unless settled amicably, within sixty (60) days after receipt by one Party of the other Party's written request for such amicable settlement, the matter shall be referred by either Party to arbitration, to be conducted by sole arbitrator as mutually agreed by Parties, in accordance with the Arbitration and Conciliation Act, 1996. The Language of Arbitration shall be English, and the venue of the arbitration shall be at Bangalore, Karnataka. Likewise, the jurisdiction will vest with courts in Bangalore, Karnataka.

I. Non-Solicitation

The period commencing on the Execution Date and ending one (1) year following the Termination Date or Expiry Date, neither Party shall, without the prior written consent of the other Party, directly or indirectly; (i) solicit or encourage any person to leave the employment or other service of the said other Party; or (ii) hire, on behalf of the other Party or any other person or entity, any person who has left the employment within the one (1) year period following the termination of that person's employment with such other Party. During the period commencing on the date hereof through and ending one (1) year following the Termination Date or expiry of the Term of the Contract, neither Party will, whether for its own account or for the account of any other person, intentionally interfere with the relationship of the other Party with, or endeavor to entice away from such other Party, any person who during the term of the Contract is, or during the preceding one (1) year period, was a co-developer, joint ventures or other customer of the said other Party.

k. Limitation of Liability

- i. Under no circumstances shall either Party or any of its employees or vendors be liable in any contract for special, incidental, consequential, contingent, ancillary, or indirect damages, work stoppage, exemplary or punitive damages, including but not limited to, loss of goodwill or business profits, irrespective of whether either Party has been advised of the possibility of the incurrence by the other Party of any such damages.
- ii. Further, it is clarified that, other than in relation to losses arising out of Clause 19.1 above, the maximum liability of both Parties under the said Clause 19.1 shall not exceed the total amount of consideration payable under this Contract.

ANNEXURE 1: TERMS OF REFERENCE

Link for bid submission: <https://forms.gle/HMHWbFLqBZm89HiVA>

About SELCO Foundation

SELCO Foundation's mission is to create a platform of solutions that uses sustainable energy as a catalyst to bridge environmental sustainability and poverty alleviation. With holistic development as the primary focus, the organization strives to create equitable societies, where services are accessed by all communities. The interventions of SELCO lead to a sustainable delivery model of essential services like livelihoods, education, and health till the last mile.

Since 2016, SELCO Foundation has worked with a network of partners to develop and scale local clean energy driven solutions for improving lives and livelihoods across the North Eastern Region (NER) of India. As of 2024, SELCO has offices in Guwahati, Shillong, Aizawl and Imphal, the foundation will now also expand to the remaining NER states and regions.

(Read more about SELCO here: <http://www.selcofoundation.org>, SELCO Foundation in North East (youtube.com))

Overview

The North Eastern Region of India, characterized by its diverse terrain of plains, valleys, hills, and mountains, faces significant challenges due to extreme weather events, such as heavy rainfall, floods, earthquakes, and landslides, which often result in distress and displacement. Despite these vulnerabilities, the region is witnessing the gradual emergence of industries and entrepreneurship, alongside a slow but steady growth in financial institutional capacities and investments. These systemic conditions offer opportunities to build safety nets for a sustained quality of life, while improving incomes and the overall well-being of the region's population.

The region is home to a rich cultural mosaic, with tribes constituting 27.42% of the population. Agriculture remains the backbone of the regional economy, with nearly 70% of the population reliant on it as their primary livelihood. However, frequent natural disasters—earthquakes, floods, erosion, landslides, cyclones, and occasional droughts—coupled with challenging geographical terrain, infrastructure gaps, and low institutional capacity, threaten not only livelihoods but also access to basic rights such as quality healthcare and education.

While these challenges persist, North East India's abundant natural resources, cultural richness, and state-specific uniqueness present immense potential. With the right investments in resilience and sustainability, the region could become a hub of innovation and entrepreneurship, exemplifying how regional strengths can foster adaptive solutions for a better future.

There is an increasing interest to *support collectivisation of farmers and farming communities, through FPOs*, to enable small and marginal farmers to have better access to technology, financing and market linkages. This is also a mandate supported by the Government of India, and state initiatives. To enable

better incomes and productivity through collectivisation, building the capacity of FPOs and their access to infrastructure and resources becomes critical.

Context and Problem Statement

Small landholdings, reliance on manual farming methods, and underutilization of resources in the North-East Region (NER) highlight the urgent need for highly efficient and productive on-farm solutions. Frequent floods and erratic rainfall further exacerbate agricultural challenges, leading to crop losses and soil degradation. Most crops are cultivated for subsistence, with surplus sold at local markets or via aggregators and retailers. However, lack of localized processing, post-harvest management, and storage solutions, coupled with limited access to inclusive financial products for investing in infrastructure and support to access markets, hampers agricultural incomes for small and marginal farmers especially located in remote regions of NER.

Key Challenges Identified for FPOs in NER:

1. **Low Awareness and access for Climate Smart Technology Integration:** Many FPOs lack knowledge about adopting efficient, appropriate technologies suited for their farming and processing needs. Technologies typically available in the market cater to large scale processing, and there is a dearth of information on the availability and applicability of smaller-scale processing solutions required for these FPOs. Where technologies are available or implemented, gaps in accessing reliable energy to power them are limiting efficiency and reliability. **Absence of Crop-Specific Value Chains:** Limited interventions targeting the entire value chain from production-to-market process reduce profitability. FPOs in the region primarily concentrate on input activities, missing opportunities for farm-level processing and value addition.
2. **Access to Credit:** Prohibitively high interest rates restrict credit access for FPOs, creating barriers to acquiring machinery and other resources for mechanization. Credit channels tailored to the needs of FPOs are either absent or underdeveloped.
3. **Access to Schemes and Subsidies:** Limited access to schemes and subsidies owing to lack of information or documentation constraints, prevents FPOs from leveraging these opportunities. This includes schemes like the Agriculture Infrastructure Fund (with interest subvention), Mission for Integrated Development of Horticulture (MIDH- for capital subsidies), Pradhan Mantri Formalization of Micro Enterprises (PMFME- for credit linked capital subsidies).
4. **Access to Market and Business Development:** Market linkages need enhancement, with greater focus on business development and management, particularly in marketing strategies.
5. **Gaps in Leadership and Support Systems:** Governing bodies of FPO have low exposure and support systems. NGOs and Local governments in the region are still building support systems to strengthen knowledge and decision-making capacity for FPO leadership to stabilize and eventually lead to profitability at the FPO level. Further, limited knowledge or inadequate documentation

restricts member farmers in FPOs from accessing opportunities, making knowledge dissemination on unlocking relevant policies and ecosystem services crucial.

Aim and Objective

Aim:

The aim of this study is to understand the organizational framework, needs and challenges that FPOs (hereon FPOs will include Farmer Producer Organizations (FPOs), Farmer Producer Companies (FPCs), Cluster-Based Business Organizations (CBBOs), Producer Organizations Promoting Institutions (POPI), and Cooperatives) face in the context of North East India (not limited to above) and opportunities within (a) organization development, (b) adoption of sustainable and climate smart practices, systems and Technologies and (c) accessing/ leveraging the ecosystem services and stakeholders

Objective:

- Develop a database of all relevant organizations (FPOs, FPCs, CBBOs, POPIs, Cooperatives etc) in the North East Region, providing an overview of the existing landscape.
- Develop a nuanced understanding of the governance structures, grading mechanisms, financial health, and credit access across the eight states of North East India
- Build a knowledge base and insights from a representative sample to identify key learnings, challenges, and areas for future development
- Recommendations need to keep in mind SELCO Foundation's core areas of work and opportunities through engagement with FPOs

Scope of Work

The project will involve the following key components (Organizations can propose their methodology) for individual states

- Conduct **surveys and interviews (on top of secondary research – identifying and mapping all FPOs within the state supported by government and private stakeholders)** with ecosystem stakeholders within a state, including farmers, organization leaders, ecosystem stakeholders and government officials. Gather **quantitative and qualitative** data on the organizations' operations, governance, financials, adoption of technology and service delivery mechanisms. Field visits must include at least 10% of all FPOs across various typologies, with a minimum of 20 FPOs, whichever is greater.
- **Map the organizations and categorize** them based on governance and operational characteristics (based on maturity, value chain etc)
- Analyze financial flows, investment types, and credit access, identifying specific **challenges faced** by each organization.

- **Assess the role of local, state, and national support systems** in enhancing the capacity of these organizations. (and any other support system ex NGOs etc)
- Review existing extension service delivery models, identifying **best practices and gaps** in outreach and engagement.
- Compile a **comprehensive report** detailing the learnings from failures and successes, alongside identified needs for capacity building and support state wise

1. Focused geographies:

SELCO Foundation is work in all 8 states of NER – Manipur, Meghalaya, Sikkim, Assam, Arunachal Pradesh, Tripura, Mizoram, Nagaland

Timeline of the study: 3 months

2. Deliverables:

Deliverable (State wise – not combined)
Month 1: Comprehensive database on FPOS, FPCs, CBBOs, POs & Cooperatives etc. to be segregated state wise
Month 2: Interim learning deck
Month 3: Comprehensive Learning Report and presentation deck from each state

Submission content and format to be approved prior

3. Proposal costing guidelines for partners

The unit metric of the project is considered end to end research study and operation plan per state. SF will evaluate bids using this unit as a benchmark to determine project cost. Partners (henceforth called bidders) may bid for one or maximum of 3 states as per this definition.

1. Develop research tools
2. Conduct Secondary and Primary data collection
3. Data Analysis - map the FPOs, FPC, CBBOs and categorize from each state
4. Detailed data report – Database on FPOS, FPCs, CBBOs, POs & Cooperatives etc. to be segregated state wise
5. Interim report
6. Final comprehensive report
7. The cost will include timelines and deliverables.

5. Timeline

The expected timeline and details of each deliverable is listed below. The consultancy will be offered for 3 Months once the onboarding is complete

S.No	Deliverables	Assam, Meghalaya, Mizoram and Manipur, Nagaland, Sikkim, Arunachal Pradesh and Tripura		
		Month 1	Month 2	Month 3
1	Signing the Contract			
2	Develop Deliverable 1: inception report (5 days from signing) Deliverable 2: All FPOs in each state to be mapped and identified			
3	Conduct Primary data collection Deliverable 3: Share interim learnings (10% of all FPOs in the state or 20 FPOs – the higher number to be selected)			
4	Detailed deck on findings and report Deliverable 4: Final Report of Comprehensive Learning from each state – insights for program designing with FPOs, specific areas of development and top actionable recommendation for program implementation in alignment with SELCO core areas			

ANNEXURE 2:

LEGAL AND FINANCIAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents to be stamped, signed, and submitted on the organization's letterhead.

1	Name of the Organization	
2	Year of starting the organization & registration number (registration certificate or any other relevant document to be enclosed)	
3	Name and designation of the authorized signatory for agreement	
4	Address of the bidder (along with phone no.& pin code)	
5	Legal status of bidder (Proprietorship / Partnership / Pvt Ltd / Limited / others)	
6	GSTIN Number	
7	PAN No. of Income Tax Dept.	
8	Copy of Income Tax (IT) returns for the last three (3) financial years	
9	GST registration and GST returns filled in the last three (3) financial years	
10	Particulars of total strength of staff available in the organization	

Signature of the bidder and address with seal

Date:

ANNEXURE 3:

TECHNICAL DETAILS OF BIDDERS TO BE SUBMITTED

All documents to be stamped, signed, and submitted on the organization's letterhead.

1	Proposal outlining the approach and methodology, key activities, and timelines as per the detailed scope of work listed in Annexure - 1
2	Organizational profile and past experience relevant to this project/assignment as per technical eligibility criteria listed in the tender document.
3	Two (02) sample reports of previous work in the same research and analytical study
4	At least Two (2) client references and contact information

ANNEXURE 4: PRICE SCHEDULE

Price schedule to partner with SELCO Foundation across the states of the research and analytical study of Scoping and Mapping of FPOs, FPCs, CBBOs, POPIs, and Cooperatives in the North Eastern Region (NER) of India.

The rate quoted to SELCO FOUNDATION should include all taxes levied by the State & Central Govt., travel costs for physical meetings if any. Proposals should be submitted for individual states only and can be apply for more than one state. Final agency/ individual can be awarded for a max of 3 states only.

Financial proposal Format

Sr. No.	Fee Particulars	Amount in INR							
		Assam	Meghalaya	Mizoram	Manipur	Arunachal Pradesh	Sikkim	Nagaland	Tripura
1	Develop Tools, Questioners Design (A) Preparation and printing details and cost								
2	Field Expenses (B) Data Collection Charges								
3	Travel Expenses and Logistics (C) (fuel, stay and food)								
4	Post-Research Reports and Findings (D)								
5	Any Additional Expenses (E)								
Sub Total (A+B+C+D+E)									
GST@___ %									
Grand Total									

ANNEXURE 5:
CONDITIONS

If our tender is accepted, we hereby undertake to abide as per the stipulated Terms and Conditions, to provide services narrated in Annexure 1.

We agree to abide by this tender for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of corruption Act, 1988".

We understand that you are not bound to determine the price based on the lowest offer that you may receive.

We accept that all disputes between parties will be adjudicated by a competent court in Bangalore, India.

I, _____ (Name of signatory) on behalf of the bidder
_____ (Name of the bidder), hereby certify that I have noted the scope and deliverables mentioned and the prices quoted above are as per the details specified and in compliance with Annexure 1.

Dated this..... day of.....2024

Signature

(Name and Address of the Bidder with seal)

(In the capacity of..... Duly authorized to sign the Tender for and on behalf

of _____)