

Request for Expression of Interest (REOI)

1. Introduction

Country: India

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

Project Number: IBRD Loan No. 90310

Assignment Title:

Consultancy services for legal expert for Drafting and Vetting of Documents under SMART project

Reference No: SMART/PCMU/PIU-MAHACOT/ICS/51/2022-23

2. Brief Background: Government of Maharashtra has launched World Bank assisted State of Maharashtra's Agribusiness and Rural Transformation (SMART) project in order to transform the agriculture sector and livelihoods in the state. The objective of the project is "to support development of inclusive and competitive agriculture value chains focusing on small holder farmers and agri-entrepreneurs in Maharashtra". This would be achieved by expanding access to new and organized markets for producers and enterprises with complementary investments in provision of technical services and risk management capabilities.


3. SMART Cotton is the subproject of the project SMART. This sub-project is the joint venture of Department of Agriculture, Govt. of Maharashtra and The Maharashtra State Co-operative Cotton Growers Marketing Federation Limited (MSCCGMF/MahaCot) on the Cotton Value Chain Development. The Project Implementation Unit of the MahaCot is located at Nagpur.

4. The project now invites Expression of Interest from the interested eligible experts who will support PIU-MahaCot in the development, drafting and vetting of legal documents, regulations, MoU, grant agreements, contracts etc. The detailed Terms of Reference is attached herewith.

Interested experts should provide information demonstrating that they have the required qualifications and relevant experience to perform the services in the attached CV format only. The short listing shall be based on information furnished by the experts as per the eligibility criteria mentioned in the ToR.

The attention of interested experts is drawn to Section III, paragraph 3.14, 3.16 and 3.17 of the World Bank's "Procurement Regulations for IPF Borrowers", July 2016 Revised November 2017, July 2018 and November 2020.

5. The interested experts shall submit their CV in a sealed envelope superscripted as EOI for consultancy services for formation of Special Purpose Vehicle (SPV) in SMART Cotton project to the address mentioned below and shall be submitted latest by 15/02/2023 (02.30 PM). For any updates / notices shall be published on the project website www.smart-mh.org


Nodal Officer,
PIU-MahaCot
Nagpur

Address:

Project Implementation Unit

SMART Cotton project

Second Floor, Paul Commercial Complex,

Ajni Square, Wardha Road, Nagpur 440015

Tel: 0712-3514116 / 3514117

Terms of Reference (ToR)
Consultancy Services for Legal Expert for Drafting and Vetting of Documents under SMART Project

1. Project Background:

Agricultural transformation in Maharashtra faces many challenges. Food grains account for about 25% of gross cropped area but contribute only 7.7% of agricultural GDP. The area under cultivation for cereals has declined since 2000, reflecting a shift from food grains toward cash crops. Post-2000, the State has emerged as a hub for the production of high-value crops. Maharashtra is now one of the largest producer and exporter of the fruits, vegetables, pulses, Cotton and soybean in India. These changes are prompting value addition and food processing activities.

However, agricultural growth and structural transformation are spread unevenly across the state. Small and marginal farmers dominate Maharashtra's agriculture. With the market for most of the commodities increasingly linked to global value chains, fluctuations in prices directly affect the smallholder farmers. The influence of global price movements on commodities like cotton, soybeans, and sugar, which cover 44% of the cropped area in Maharashtra, is particularly strong on producer profitability. On the other hand, commodities with a little footprint outside India are affected mainly by trade policies. For example, prices of pulses (which cover about 20% of cropped area in Maharashtra), while influenced by domestic consumption, have been heavily affected by inconsistent Indian trade policies over the past few years.

Compared to men, women face higher barriers in transitioning to high-value agriculture and agribusiness, and women remain concentrated in the lower end of agricultural value chains. Unlike women, men engage not only in production but participate in the upper levels of value chains, acting as intermediaries or village-level traders and processors, wholesalers, retailers, or exporters.

The State has a continuous engagement with the World Bank and other external funding agencies to find a solution to the woes of farmers in the era of globalization. Maharashtra Agricultural Competitiveness Project (MACP) was implemented in the State from 2010 to 2018 to increase productivity, profitability and market access of farming community. This project promoted 412 Farmer Producer Companies, upgraded 81 APMCs, 24 Livestock Markets, 470 Rural Haats and 236 Warehouses. Similarly, Maharashtra State Rural Livelihood Mission (MSRLM) is mandated to alleviate poverty through a range of women-centric livelihood interventions. The Mission has empowered 2.2 lakh Self-Help Groups, 5177 Village Organizations, 220 CLFs and created 7000 micro-enterprises. Similarly, Mahila Arthik Vikas Maha Mandal (MAVIM) has mobilized about 15 lakh women into more than 1 lakh Self-Help Groups federated into 406 Community Managed Resource Centres (CMRCs). The Cooperative Movement has promoted a large social capital and created various infrastructure facilities throughout the state. Also, initiatives like the Maharashtra Village Social Transformation Foundation (MVSTF) are working at the grassroots level to bring synergy in the implementation of development activities. This call for a more concerted effort to leverage these strengths and grab the opportunities in the domestic and global markets available to the farmers in the state.

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

Project Interventions –

The project is expected to benefit approximately 1200 Community based Organizations (CBOs) {CBOs consists of Farmer Producer Companies (FPCs), Cluster Level Federations (CLFs), Community Managed Resource Centres (CMRCs) and Primary Agricultural Co-operative Societies (PACS)}, Farmers' Federations, Grower Associations, and other Farmer Groups of the

State through the development of the Productive Partnerships (PPs), Market Access Plans (MAPs), Complementary Innovation Investments (CIIs), Warehouse Business Investments (WBIs) and partnerships between CBOs and private entities, MSMEs, Start-ups, etc.

The project will strengthen and speed up the transformation of ongoing agricultural systems which would be more market-driven with an expanded role of the private sector across the value chain. Following are the three broad intervention areas identified for the project.

- A. **Enhancing Institutional Capacity to Support Agricultural Transformation** – The objective of this component is to strengthen the institutional capabilities of the government departments to more effectively support agricultural transformation in the state. It will support building capacity of the Department of Agriculture (DoA) and Department of Marketing (DoM) and establishment of Commodity Stewardship Councils to act as a platform for engagement of members of value chains.
- B. **Supporting Enterprise Growth and Expanding Market Access** – The objective of this component is to (i) integrate producers in priority value chains, to operate competitively with strengthened and reliable linkages with buyers and markets, and (ii) enhance the provision of relevant technical and Business Development Services (BDS) to support enterprise growth in the agribusiness sector. This component also supports investments in complementary innovative activities, market intervention to promote production of homogenous and clean Cotton lint and a marketing platform for cotton bales with traceability, creation of infrastructure for agricultural exports, livestock interventions for goat and backyard poultry, capacity building support for farmers, business development support for enterprises along value chains, access to finance for farmer producer companies and a pilot program on urban food systems
- C. **Building Risk Mitigation Mechanism** – This intervention includes strengthening of market information and intelligence services to provide inputs to farmers and government, strengthening warehouse receipt systems as a risk mitigation tool for farmers to avoid distress sale and stabilize market arrivals and price risk management support to the state to develop crisis management plans for the major commodities grown in the state.

Financial Arrangements –

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

Implementation Arrangements -

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

2. Background of the Assignment:

"SMART COTTON" is a sub-project of the SMART Project assisted by the World Bank. This sub-project is the joint venture of Department of Agriculture, Govt. of Maharashtra and The Maharashtra State Co-operative Cotton Growers Marketing Federation Limited (MSCCGMF/MahaCot) on the Cotton Value Chain Development. Project aim primarily on value addition through sales of raw cotton belonging to participating farmers in the project. The objective is to collectively amalgamate the farmers produce (cotton) under the leadership of the Lead farmer elected by them. The group deposits the cotton at the processor's premises (Ginning Pressing Factory) for processing. The arrangement to determine the share of individual farmer in the amalgamated cotton before processing is determined in the system (e-auctioning portal). The amalgamated cotton is processed and the finished products i.e., cotton seed and fully pressed bales are sold through the e-auctioning portal developed under the SMART COTTON Sub-project. Further, Self-certified sellers will also be given opportunity to sell their produce on the developed e-auctioning portal. For this purpose, different stakeholders such as CBOs, Lead Resource Persons (LRP), Farmers, Ginning Pressing Factories, Self-certified Sellers, Seed Buyers, Lint Buyers, Transporters, Testing Labs, Spinning Mills, Sample Drawing Agency etc. will be on-boarded on the e-auctioning portal.

3. Objectives of the assignment:

The specific objectives of the SMART cotton project are

1. Propagate cotton cultivation to ensure demand-based supply of lint through existing CBOs. LRPs, farmers, project staff will be trained on this aspect.
2. Digitizing Agriculture for Traceability and Branding of the Bales
3. Lint based marketing of branded bales produced through the CBOs under the trademark of SMART Cotton
4. Create an E-market place for trading SMART Cotton bales and encouraging e-commerce transactions directly between the CBOs and spinners
5. Opportunity for the Ginners, Traders and Brokers to sell their bales through this e-market place and brand building on chargeable basis. As well as the groups of farmers producing organic cotton, cotton produced under the better cotton initiative and others will have the opportunity to market their cotton bales on the given e-platform
6. Through planned farm and harvesting management, build an ecosystem around the quality production of cotton that will encourage better price realization.
7. Formation of Special Purpose Vehicle (SPV)

4. Detailed Scope of Services:

To achieve the above stated objectives and successful integration of each stakeholder in the project, one or more of the following envisaged agreements needs to be entered

1. Agreement with appropriate agency for carrying out field level activities as decided by SMART Cotton
2. Agreement with the Seed Company to provide appropriate seed and technical backup through the call centers
3. Agreement with the testing faculty on pricing and conditions of testing
4. Agreement for setting testing laboratories on PPP Model
5. Agreement with the Ginning Pressing Factory on conditions of ginning and pressing
6. Agreement with the agency for sample drawing and coding
7. Agreement with service provider on running of branding and e-market place activities
8. Agreement with providers for blockchain based traceability, quality assurance systems and e-market place development and business development
9. Agreement with OEM for AMC and quality certifying assistant
10. Agreement for laboratory management for operation as per the international standards
11. Agreement with e-platform provider for operating, training, AMC
12. Agreement with village units, CBOs, Ginning Pressing factory, self-certified sellers
13. Purchase agreement with spinners, exporters and supplying agencies for the purchase of bales
14. Agreement with transporters for transport of the bales
15. Agreement with warehouses for storage of the bales
16. Agreement with the spinning mills

17. Agreement with existing farmers groups producing cotton bales under organic, better cotton or various programs for extending project facility
18. Agreement with the banks for collaterals,
19. Agreement with the bank for providing services along with suitable infrastructure for carrying e-auctioning as a part of special purpose account
20. MoU with various knowledge partners etc

For this the consultant must support and provide the services for:

- Assist in the development, drafting and vetting of legal documents, regulations, MoU, grant agreements, contracts etc.
- Consultant shall be responsible for incorporation of essential clauses regarding arbitration, jurisdiction, applicable law, commercial terms and conditions, termination clauses, negotiating clauses etc. in an agreement / contract / MoU to avoid any litigation in future
- Any other work as given by Nodal Officer, PIU-MahaCot of the project

5. Final Output/Deliverables:

Assist in drafting; and vetting of legal documents (agreements / MoU / contracts) stated in clause 4 above in consultation with PIU-MahaCot as and when required in the contract period.

6. Deliverable and Person days of assignment

Sr. No.	Deliverable	Time line	Tentative* Person man-days
1	Drafting and vetting of agreement / MoU / contract	1 year from the date of signing of contract	30
Total Man-days			30 man-days

* Maximum man-days required for the consultant to complete all the deliverables.

7. Minimum Qualification and Experience Requirement:

Consultant shall be a Graduate in Law and having Minimum 5 years' experience. Preference will be given to the candidate having work experience in drafting and vetting of legal documents (agreements / MoU / contracts etc.).

8. Data, services and facilities to be provided by the MahaCot:

MahaCot will arrange to provide different necessary information and documents for formation and registration of SPV. Further administrative approvals/clearance will be provided wherever necessary. The PIU-MahaCot will provide office space, communications and other resources required for smooth implementation of the assignment.

9. Professional Fee:

In consideration for the Services provided, the Consultant shall be paid Rs. 9090/day professional fee excluding GST if applicable. The payment will be made by the PIU-MahaCot, SMART on monthly basis as per the Man days utilized and after submission of work report (finalized vetted agreement / MoU / contract). The Consultant shall be responsible for payment of all applicable taxes for the Services rendered by him hereunder. The GST amount will be reimbursed by the project upon submission of invoice. The professional fee is including all reimbursable and miscellaneous expenses.

10. Duration of the Assignment

The duration of the assignment shall be for the period of one year from the date of signing of contract. The timeline could be extended for further period as per the requirement of the project.

11. Payment:

The payment to the consultant will be made by the PIU-MahaCot on monthly basis as per the Man days utilised and after submission of detailed report on status of deliverables. However, the PIU-MahaCot reserves the right to withhold the payment due if the service provided by the consultant towards completion of deliverables within the time is lagging behind or not up to the mark.

12. Composition of Review Committee to monitor the work:

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

1. Hon. Head, PIU-MahaCot and MD, MahaCot
2. Nodal Officer, PIU-MahaCot
3. Accounts Officer, PIU-MahaCot
4. I/c Manager, PIU-MahaCot
5. AgriBusiness Officer, PIU-MahaCot
6. Procurement Officer, PIU-MahaCot

13. Selection procedure: Selection process will involve following steps

- a. Applications will be invited from individual experts.
- b. Evaluation of CV based on qualifications criteria.
- c. Shortlisting of individual expert and signing contract.

14. Submission of Expression of Interest:

- a) Application with CV should be submitted in the format provided by project.
- b) Application should be submitted in the sealed envelope. Envelope should be superscripted as **Application for consultancy services for Legal Expert for Drafting and Vetting of Documents under SMART Project**. Sealed envelope should be sent to the Office of PIU-MahaCot, Second Floor, Paul Commercial Complex, Ajni Square, Wardha Road, Nagpur, 440015 and shall be submitted by latest by 15/02/2023 up to 02.30 PM (Tentative schedule). For further updates / notices, applicants shall refer to the project website www.smart-mh.org
- c) Application received after due date for whatever reason shall not be accepted. Incomplete EOIs or submitted in the other format will not be considered for next selection process

15. Conflict of Interest and Confidentiality:

A conflict of interest arises when an Expert has an interest, which may include but is not limited to a financial interest that could, or could be deemed to, improperly influence the performance of his or her official duties or responsibilities as a Panel member. A conflict of interest applies to, among others, Panel members who hold positions in government or non-governmental organizations, or who are working in, or have any contractual arrangement as consultants or otherwise with, an executing entity. All actual or potential conflicts of interest, or the appearance thereof, shall be immediately disclosed in writing to the PCMU SMART. Panel members shall adhere to the Policy on Ethics and Conflict of Interest. Panel members shall adhere to the Fund's information disclosure policy, as may be amended from time to time, including in respect of the treatment of confidential information.

16. Project Director reserves the right to cancel the selection process at any stage of selection and relax the qualification criteria.

(Experts should submit their EOI in following CV format only)

Curriculum Vitae (CV) Format

1. General Information:

CV for Technical Field (Specify the expert field)	
Name of Expert	
Date of Birth	
Correspondence Address	
Contact No	
Email Id	
Country of Citizenship / Residence	

2. Education:

Sr. No.	Degree / Certificate or other specialized education obtained	College and / or University attended	Passing Year	Percentage / Grade obtained

3. Training Attended:

Sr. No.	Institution	Details of Training	Period

4. Employment record relevant to assignment:

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

Period	Employing / client organization Contact information for references	Title / position and location of assignment	Summary of activities performed relevant to the assignment
(e.g. May 2015-present)	(e.g., Ministry of, advisor / consultant etc) For references: Tel Email Name and Designation of reference		

5. Membership in Professional Associations and Publications: _____

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

7. Adequacy for the Assignment

Sr. No	Reference to Prior Work / Assignments that Best Illustrates Capability to Handle the Assigned Tasks

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, as and when necessary, to undertake the assignment if selected. I understand that any misstatement or misrepresentation described herein may lead to my disqualification or dismissal by the client, and / or sanctions by the World Bank

Name of Expert

Signature

Date:

Note:

- a) CV must be type-written on A-4 page in line with the above proforma. Care must be taken to not deviate the given proforma
- b) Self-attested documents of all educational and work experience should be submitted along with this CV else CV shall not be considered for further selection process.