



ARIAS SOCIETY

Assam Rural Infrastructure and Agricultural Services Society

(An Autonomous Body of the Govt. of Assam)

Project Coordination Unit (PCU) of the World Bank financed

Assam Agribusiness & Rural Transformation Project (APART)

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Draft Indicative Terms of Reference (TOR) for Procurement & Contract Administration Manager (PCAM)

(A) BACKGROUND

1. The Government of Assam (GoA) through Government of India (GoI) has received a loan from the World Bank (IBRD: International Bank for Re-construction and Development) for the Assam Agribusiness and Rural Transformation Project (APART). The Project Development Objective (PDO) of APART is to “add value and improve resilience of selected agri value chains focusing on smallholder farmers and agro-entrepreneurs in targeted districts of Assam”. The Assam Rural Infrastructure and Agricultural Services (ARIAS) Society, an autonomous body of the Govt. of Assam, is the apex coordinating and monitoring agency for the Project.
2. The APART project will achieve the PDO by: (i) promoting investments in agri-enterprises, reducing the business and transaction costs, facilitating access to finance for agribusiness entrepreneurs, and, where appropriate, push for process, regulatory and/or policy change; (ii) supporting the development of a modern agri supply chain; improved information communication technologies (ICT) based farm information and intelligence services, and alternative marketing channels; and (iii) improving producers’ access to knowledge, technologies and infrastructure so that they are able to respond to market opportunities and climate variability. To achieve the PDO, the project will adopt clusters (production and enterprise) and value chain approach. The project will be implemented in 16 districts¹ (undivided as of 1st April, 2016) of Assam.
3. There are four components of APART: **The first component is Enabling Agri Enterprise Development**, with sub components being (i) enhancing state capacity to attract private investments, (ii) Setting up an Agribusiness Enterprise Development and Promotion Facility (EDPF) (iii) Agribusiness Investment Fund (AIF) support (iv) establishing sector stewardship councils. **The second component is Facilitating Agro Cluster Development** with subcomponents being- (i) support establishment of cluster level Industry Associations (IAs), (ii) supply chain support. **The third component is Fostering Market Led Production and Resilience Enhancement** with sub components being (i) promoting climate resilient technologies and their adoption (ii) facilitating market linkages through market intelligence and product aggregation (iii) facilitating access to and responsible use of financial services. **The fourth component is project Management, Monitoring & Learning.**
4. Under the Subcomponent A2, it is envisaged to set up an Enterprise Development and Promotion Facility (EDPF) for providing incubation services to emerging agri- entrepreneurs. A professional service provider agency will hired from the private sector for EDPF operations. The service provider will provide business development advisory and incubation services to the identified agri-enterprises and facilitate their access to financial services. In this context it is being considered to provide support under APART to the Guwahati Biotech Park (GBP) (a registered society under the Science & Technology Department of the GoA.) towards fulfilment of the overall objective the subcomponent-A2. The GBP owns and manages the Guwahati Biotech Park Incubation Center (GBPIC), which is intended for the entrepreneurs interested in creating their own business plan, and cooperates with them to transform an innovative idea into a successful business.
5. The GBP & the GBPIC was set up by the GoA to promote business in biotechnology and allied areas through entrepreneurship development particularly in the North-Eastern region of the country. The major objective of the park is to facilitate faster growth of biotech industry and to accelerate the R&D activities in biotechnology and related fields with effective utilization of the rich natural resources of this region and to educate and utilize local human resources. The incubation labs nurture young entrepreneurs by providing them with ready space. The entrepreneur is thus freed of the burden of investing upfront. The entrepreneurs are able to use the core facilities at GBPIC in the pilot stage of their business plan and validate their scientific ideas. On validation of the concepts these incubatees further go on creating and developing new business and employment opportunities.
6. The State Project Director (SPD), ARIAS Society in association with GBP now intends to hire a **Procurement & Contract Administration Manager (PCAM)** on contractual basis as per these ToR, to be positioned in the GBP.

¹ Nagaon, Sonitpur, Barpeta, Karbi Anglong, Kamrup, Dhubri, Golaghat, Kokrajhar, Lakhimpur, Darrang, Cachar, Sivasagar, Jorhat, Goalpara, Morigaon and Nalbari

(B) OBJECTIVES OF THE ASSIGNMENT AND SCOPE

7. The **Procurement & Contract Administration Manager (PCAM)** will report to the **Chief Executive Officer (CEO), Guwahati Biotech Park (GBP)** (*under the overall command of the SPD, ARIAS Society*) and will support the GBP in procurement & contract management strictly adhering to the procurement rules & regulations, guidelines, procedures and norms followed by the GBP. In particular, the responsibility of the **PCAM** *inter alia* will include the following:
- a) In association with the CEO- GBP, the **PCAM** will spearhead the design, planning and implementation of all the procurements of GBP;
 - b) Preparation of the Procurement Plan and obtain approval of CEO;
 - c) Obtain "Clearance" of competent authority(ies) wherever applicable;
 - d) Manage procurements through the e-procurement system of the Govt. of Assam, as applicable;
 - e) Identify risks in different procurement activities and suggest appropriate mitigating measures;
 - f) Take lead in drafting the IFBs, REOs, ToRs, RFPs, Bidding Documents, etc;
 - g) Prepare Short-list, Technical and Financial/Bid evaluation reports and related contract agreements;
 - h) Draft replies to the queries from the bidders/consultants, minutes of pre-proposal/pre-bid conference and issue amendment/s to the procurement documents;
 - i) Participate during contract negotiation meetings with consultancy firms with relevant data/information for informed decision by the SPD;
 - j) Review and handle technical, commercial and legal aspects of procurement (in consultation with Technical, Legal and Policy teams as necessary);
 - k) Resolve procurement issues with agencies and handle queries from senior officials and contractors on bidding and award issues;
 - l) Participate in the meetings with latest information on procurement and contract management;
 - m) Train the staff of GBP on Procurement and contract management;
 - n) Prepare all procurement-related documents and reports;
 - o) Manage all the contracts under the GBP in consultation with other technical experts and/or take actions as directed;
 - p) Systematically maintain all the procurement related records and documentations for audit by AG/CA and also for Internal review/audit;
 - q) Prepare responses to the Procurement Audit/Audit;
 - r) Provide procurement related reports/updates, contract details to the GoA/GoI/Higher Authorities etc., as and when required;
 - s) Any other tasks assigned by the CEO, GBP and/or by State Project Director, ARIAS Society.
 - t) **Travel Requirements:** The **PCAM** may be required to undertake field-visits/ out of state visits as directed by the CEO.

(C) EDUCATIONAL QUALIFICATIONS, EXPERIENCE & AGE

6. **Educational Qualifications & Work Experience:** Graduate/ Post Graduate in any discipline from any Govt. recognized university/institution and trained in procurement & contract management. Candidates having Degree/ Diploma in Public Procurement will be preferred. The **PCAM** must have at least **5 years experience** in Procurement & Contract Management function in a leadership/ managerial capacity in any public/private sector agency. Candidates having hands-on experience in e-procurement system of the Government may be preferred.
7. **Computer Skills:** The **PCAM** must have proficiency in the use of Internet based applications, Graphics, MS Word, MS Excel and MS Power Point and other related applications. **Language:** Fluency in English and Hindi (*desirable: Knowledge of Assamese and/or Bengali*)
8. **Age:** Should not be more than **50 years** as on **1st September, 2018**. *However, in case of exceptionally talented candidate(s) having requisite qualification & having wide relevant experience, the age limit may be relaxed at the discretion of the SPD, ARIAS Society.*

(D) DURATION OF THE CONTRACT, NOTICE PERIOD ETC

9. The tenure of **PCAM** is intended for the entire duration of the APART project and co-terminus with the project period of APART. However, continuity of the **PCAM** beyond one (1) year from the date of signing the agreement will depend upon his/her performance. The decision of the CEO and the SPD shall be final and binding in this regard. The contract management shall be done as per the HR Policy of ARIAS Society.
10. The contract with **PCAM** may be terminated by either side at any point of time during the contractual period by serving a 30 days' notice without assigning any reason and without thereby incurring any liability to the Govt. of Assam/ PCU/ ARIAS Society/GBP. The assignment is purely contractual in nature and shall not, under any circumstance, be extended beyond the APART's closing date. The GBP/ARIAS Society or the Govt. of Assam shall not undertake any responsibility for subsequent deployment of the consultant.
11. The **PCAM** shall not assign or sub-contract, *in whole or in part*, his/her obligations to perform under this Contract, except with the CEO's prior written consent. The **PCAM** will have to serve the GBP on full time basis under overall command of the CEO, GBP and the SPD, ARIAS Society and provide services from the GBP at Guwahati. The resignation/termination shall be as per HR Policy of ARIAS Society.

(E) REMUNERATION, PAYMENT TERMS & LEAVE

12. Depending on the qualifications, experience, competencies, recent remuneration, etc. of the candidate, the consolidated annual Cost to Project (CTP) for the **PCAM** will be determined and mutually agreed with the successful candidate, which could be in the range between **Rs.6.60 lakh to Rs.19.20 lakh** per year. However, in case the selected candidate's current remuneration or CTC with 30% enhancement is below Rs.6.60 lakh/year, the lower remuneration will be offered. Similarly, in case of exceptional talented candidates, the ARIAS Society may offer a remuneration higher than Rs.19.20 lakh/year linked to his/her current remuneration/CTP. The agreed annual CTP shall be inclusive of remuneration, performance-linked-incentive, communication allowance, health/service related allowance, all taxes, cost of accommodation and food at Guwahati, conveyance to attend the PCU, etc. The CTP may be enhanced on an Annual Basis, based on the HR Policy of the ARIAS Society.
13. The remuneration will be given in equal monthly installments and the Performance-Linked-Incentive (PLI) will be given on quarterly based on the performance and achievement against the mutually agreed deliverables by the **PCAM**. Taxes as applicable shall be dealt with as per applicable laws.
14. Travelling, Boarding, Lodging and Food expenses for approved official tours outside Guwahati will be reimbursed as per the HR Policy of ARIAS Society.
15. The provisions of leave would be as per HR Policy of ARIAS Society.
16. No house rent allowance or any other allowance shall be paid by the PCU. No other payment whatsoever (except reimbursement of official travelling expenses) shall be paid, except as agreed with the **PCAM** by the SPD, ARIAS Society.

(F) REPORTING AND PERFORMANCE REVIEW

17. The **PCAM** will report to the CEO, GBP on a day-to-day basis (*under overall command of the SPD, ARIAS Society*). Quarterly/Annual performance review will be done as per HR Policy of the ARIAS Society.

(G) FACILITIES TO BE PROVIDED BY PCU

18. The **PCAM** will be given access to all documents, reports, correspondence, contacts available with the GBP and any other information as deemed necessary for smooth accomplishments of tasks assigned. The **PCAM** will be provided with one office cubicle/workstation in the GBP along with computer, printer, computer/office consumables, and internet access. *The PCAM however will not be provided with any clerical assistance.*

Note: This is a draft ToR and the SPD, ARIAS Society reserves the right to change, update or modify this ToR at any stage till recruitment process is completed.

