NOTICE INVITING TENDER

Ministry of Food Processing Industries invites proposal from reputed consulting firms or expert institutions for taking up a study to determine “Level of Food Processing in India”.

The bidder is required to submit Rs. 3,00,000/- (Rupees three lakhs only) as Earnest Money Deposit (EMD) in the form of Demand Draft in favor of Pay & Accounts Officer, MoFPI, New Delhi, payable at New Delhi. A scanned copy of Demand Draft also needs to be uploaded along with the bid at the Central Public Procurement Portal as proof of payment before the last date of submission of bids. The last date of submission of Technical & Financial bids, complete in all respects, is 29.07.2019.

The complete details regarding scope of work, eligibility conditions, evaluation process, format for submission of technical and financial bids etc are mentioned in the Request For Proposal (RFP) which can be downloaded from the Central Public Procurement Portal (https://eprocure.gov.in) and the bids/ proposals is to be submitted online on this portal only.

(Jitendra Kumar)
Director
Ministry of Food Processing Industries
Panchsheel Bhawan
August Kranti Marg
New Delhi-110049
REQUEST FOR PROPOSAL FOR CONDUCTING A STUDY TO DETERMINE “LEVEL OF FOOD PROCESSING IN INDIA”

Ministry of Food Processing Industries
Panchsheel Bhawan, August Kranti Marg Khelgaon,
New Delhi-110049
Website Address: http://www.mofpi.nic.in

Disclaimer
This RFP is not an offer by the Ministry of Food Processing Industries, Government of India but is an invitation to receive offer from vendors/bidders. No contractual obligation whatsoever shall arise from the tender process unless and until a formal contract is signed and executed by duly authorized Officers of the Ministry of Food Processing Industries with the successful vendor/bidder.
REQUEST FOR PROPOSAL FOR CONDUCTING A STUDY TO DETERMINE LEVEL OF FOOD PROCESSING IN INDIA

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SECTION I: GENERAL

1. BACKGROUND

Ministry of Food Processing Industries is concerned with formulation and implementation of the policies for the food processing industries within the overall national priorities and objectives. A major issue facing the country is to ensure remunerative prices to the farmers for their produce. If the surplus production of cereals, fruits, vegetables, milk, fish, meat and poultry, etc., are processed and marketed both inside and outside the country, there will be greater opportunities for adding to the income of farmers and employment. A strong and dynamic food processing sector plays a vital role in diversification and commercialization of agriculture, enhancing shelf life, ensuring value addition to agricultural produce, generation of employment, enhancing income of farmers and creating markets for export of agro foods.

Ministry is actively seeking a qualified and experienced agency/government research institutions to conduct a study to determine level of food processing in India.

2. REQUEST FOR PROPOSAL

Ministry of Food Processing Industries (MoFPI) hereby invites proposals from reputed consulting firms or expert institutions having adequate experience of conducting evaluation studies of government plan schemes/ policies and surveys/ studies/ audits in the food, agriculture or allied fields for taking up a study to determine “Level of Food Processing in India”.

The proposal has to be submitted through online through e-tendering on the Central Public Portal (https://eprocure.gov.in/cppp) by 3.00 PM on 29.07.2019 (Monday). No physical/offline submission will be allowed.

3. SCHEDULE AND CRITICAL DATES (TENTATIVE):

3.1 The tentative schedule and critical dates are shown below:

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<tr>
<th>S. No.</th>
<th>Event</th>
<th>Date</th>
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<tr>
<td></td>
<td>Date of Uploading RFP on Central Public Procurement Portal</td>
<td>05/07/2019</td>
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<td>2</td>
<td>Pre-bid Meeting date</td>
<td>11/07/2019</td>
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<td>(11:00 Hrs)</td>
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<td>3</td>
<td>Last date of the submission of the bid (Technical &amp; Financial)</td>
<td>29/07/2019</td>
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<td>(15:00 Hrs)</td>
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<td>4</td>
<td>Opening of Technical Bid</td>
<td>30/07/2019</td>
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<td>(15:00 Hrs)</td>
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<td>5</td>
<td>Presentation by Shortlisted bidders</td>
<td>05/08/2019</td>
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<td>(11:00 Hrs)</td>
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<tr>
<td>6</td>
<td>Opening of Financial Bid</td>
<td>09/08/2019</td>
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<td></td>
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<td>(11:00 Hrs)</td>
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3.2 Technical and Financial Bids shall be uploaded on Central Public Procurement Portal. Bidder shall be responsible for registering his agency/company at Central Public Procurement Portal and seeking all necessary approvals required to upload the bid.

3.3 The MOFPI reserves the right to amend the RFP, tentative schedule and critical dates. It is the sole responsibility of prospective bidders to go through Central Public Procurement Portal from time to time for any updated information.

3.4 Pre-bid meeting will be held in Ministry’s office (MoFPI, Panchsheel Bhawan, August Kranti Marg, New Delhi-110049)

4. **PROCEDURE, TERMS AND CONDITIONS**

4.1 The proposal has to be uploaded on two bid basis i.e. Technical Bid and Financial Bid.

4.2 It is the responsibility of the Bidder to ensure that the bids are uploaded in time on central public procurement portal www.eprocure.gov.in on or before the prescribed date & time for submission of bids. A scanned copy of the remittance details of Earnest Money Deposit needs to be uploaded at the Central Public Procurement Portal. Registered MSMEs are exempted from payment of EMD.

4.3 All bids must remain valid for 180 days from the last date of submission of bids.
4.4 To facilitate evaluation of Proposals, the MOFPI may, at its sole discretion, seek clarifications from any applicant regarding its Proposal. Such clarification(s) shall be provided within the time specified by the MOFPI for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. If a team does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the MOFPI may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding.

4.5 MOFPI reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the MoFPi. Notwithstanding anything contained in this RFP, the MOFPI reserves the right to accept or reject any proposal and to annul the Selection Process and reject all proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons thereof.

The MoFPI reserves the right to reject any Proposals if:

a. At any time, a material misrepresentation is made or uncovered; or,

b. The Consultant/ Institution do not provide, within the time specified by the MoFPI, the supplemental information sought by the MoFPI for evaluation of the Proposal.

4.6 MOFPI also reserves the right to negotiate with the bidders placed as H1 bidder in the interest of the Government.

4.7 MOFPI reserves the right not to accept bid(s) from agency (ies) resorting to unethical practices or on whom investigation/enquiry proceedings have been initiated by Government investigating Agency/Vigilance Cell.

4.8 All information contained in the proposal, or provided in subsequent discussions or disclosures, is proprietary and confidential. No information may be shared by the bidder with any other organizations/Agency.

4.9 All creative- physical as well as digital will be property of MOFPI and its Intellectual Property Rights (IPR) will vest with MOFPI.

5. ELIGIBILITY CONDITIONS

The Bidder/ consulting firm/expert institution must satisfy each of the criteria of the Pre-Qualification Bid, as specified in the RFP with supporting documents, in order to qualify for consideration and evaluation of its Technical and Financial Bid:
i. Should have an independent legal entity.

ii. Should have qualified and experienced personnel capable of executing the responsibilities required for completing the job detailed through this document.

iii. should have at least ten years’ experience in conducting surveys/studies in the processing of agro-products, food processing, agriculture or allied fields with Minimum Average Annual Turnover from professional fee from Consulting assignments in the last three financial years 2017-18, 2016-17, 2015-16 not less than INR 10 crore and Minimum Average Annual Turnover from professional fee from similar assignments, in the last three financial years 2017-18, 2016-17, 2015-16 should not be less than INR 1 crore.

OR

should have at least 5 experts with fifteen years’ experience in handling of Annual Survey of Industries (ASI) and National Sample Survey Office (NSSO) data and its use in similar assignments.

iv. Should not have been barred by any government agency. An undertaking, in this respect, is required to be submitted along with the application.

v. The Bidder should have Head Office or a Local office located in Delhi or NCR which has been operational for the last three years or more.

Note:

- In case of Joint Venture, the Financial Capacity of the Lead Member shall be considered
- Documentary evidences should be provided for fulfilling each condition as part of application.

6. COMMERCIAL CONDITIONS

Apart from the above, each bidder is required to fulfill the following terms and conditions:

6.1 Earnest Money Deposit and Processing Fee (Registered MSMEs Exempted):

i. Each bidder is required to submit processing fee* of Rs 1000/- in Bharat Kosh a Non-Tax Receipt Portal (NTRP) of Government of India URL is https://bharatkosh.gov.in/.
Processing fee is non-refundable. The UTR no./details of transfer of above amount should be uploaded along with the bid.

(* For making the payments, bidders may visit the page https://bharatkosh.gov.in. Payment may be done either after registration or without registration. User guide is available under the link https://bharatkosh.gov.in/static/Template/UserGuideBharatkosh.pdf.

In order to make the above payment of processing fee the bidder needs to select the following items:

**Ministry:** Food Processing Industries; **Purpose:** Non Refundable bid processing fee under PRADHAN MANTRI KISAN SAMPADA YOJANA; **Payment Type:** Human Resource and Institutions; **Function Head:** 040800800000000-OTHER RECEIPTS

For any clarification/issue regarding payment in NTRP is concerned, bidders are advised to contact the help desk of NTRP.)

ii. Each bidder is required to submit Rs. 3 Lakh as Earnest Money Deposit (EMD) in the form of Demand Draft in favor of Pay & Accounts Officer, MoFPI, New Delhi, payable at New Delhi. A scanned copy of Demand Draft also needs to be uploaded along with the bid at the Central Public Procurement Portal as proof of payment before the last date of submission of bids. The physical copy of EMD may be submitted to Mr. Jitendra Kumar, Director, MoFPI, Panchsheel Bhawan, August Kranti Marg, New Delhi-110049.

iii. EMD should be submitted along with Technical Bid.

iv. Technical Bid not accompanied with EMD and processing fee shall be summarily rejected.

v. No interest shall be payable by the MOFPI for the sum deposited as Earnest Money Deposit.

vi. The EMD of the unsuccessful bidders would be returned after finalization of the proposal received against this RFP. However, the EMD of the successful bidder shall be adjusted against performance security.

6.2 **PERFORMANCE SECURITY**

i. Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee(BG) from a scheduled commercial bank in favor of "Pay & Accounts Officer, MoFPI, New
Delhi”, within 10 days of issue of letter of acceptance of proposal. In case performance security is submitted through BG, the same shall remain valid for 60 days beyond the final date of the original contract.

ii. In case the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the period of 60 days beyond the final date of the extended contract period, if any.

iii. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

iv. The MOFPI shall have the right to appropriate the Performance Security, in whole or in part, without notice to the firm in the event of breach of Agreement or for recovery of liquidated damages.

**6.3 PRICES**

i. The bidder is required to quote the total price for services as detailed in the scope of work/ deliverables under section II of the RFP document. The total price quoted shall be inclusive of all applicable charges.

ii. The agency has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period.

iii. No increase in the prices would be allowed during the contract period.

**6.4 AMENDMENT OF TENDER DOCUMENT**

At any time before the submission of bids, MOFPI may amend the tender document by issuing an addendum/corrigendum in writing or by announcing it through its website. The addendum/corrigendum shall be binding on all the Agency. To give the Agency reasonable time in which to take an amendment into account in their bids, the MOFPI may, if the amendment is substantial, extend the deadline for the submission of bid.

**6.5 CONFLICT OF INTEREST**
i. The Agency is required to provide professional, objective and impartial advice and at all times hold the MOFPI’s interest paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

ii. Without limitation on the generality of the foregoing, Agency and any of their affiliates, shall be considered to have a conflict of interest under any of the circumstances set forth below:

a. **Conflicting Activities**: An Agency or any of its affiliates, selected to provide consulting assignment/job for this project shall be disqualified from subsequent downstream supply of goods or works or services resulting from or directly related to this project.

b. **Conflicting Assignment/job**: An Agency (including its affiliates) shall not be hired for any assignment/job that, by nature, may be in conflict with another assignment/job of the Agency to be executed for the same or for another Employer.

c. **Conflicting Relationships**: An Agency that has a business or family relationship with a member of the MOFPI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable to the MOFPI throughout the selection process and the execution of the Contract.

Agency have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of MOFPI, or that may reasonably be perceived as having this effect. Any such disclosure shall be made to MoFPI, immediately. If the Agency fails to disclose said situations and if MOFPI comes to know about any such situation at any time, it may lead to the disqualification of the Agency during bidding process or the termination of its contract during execution of the assignment.

7. **PENALTY CLAUSE**

7.1 The detailed Service Level Agreement (SLA) will be signed with successful bidder. Any breach in SLA will lead to penalty and later termination of the contract. All the documents/ code / application etc. prepared and developed by the bidder will be the property
of the MoFPI. All designs, reports, other documents and software submitted by the bidder pursuant to this work order shall become and remain the property of the MoFPI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents and software to the MoFPI, together with a detailed inventory thereof.

7.2 If at any given point of time it is found that the bidder has made a statement which is factually incorrect or if the bidder doesn’t fulfill any of the contractual obligations, the MOFPI may take a decision to cancel the contract with immediate effect. Further, performance security of the agency may also be forfeited if the performance of the agency is not satisfactory.

7.3 Liquidated Damages for error/variation
In case any error or variation is detected in the reports submitted by the firm and such error or variation is the result of negligence or lack of due diligence on the part of the firm, the consequential damages thereof shall be quantified by the MOFPI in a reasonable manner and recovered from the Consultant by way of liquidated damages, subject to a maximum of 10% (ten percent) of the Contract Value.

7.4 Liquidated Damages for delay
In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two percent) of the Contract Value per day, subject to a maximum of 10% (ten percent) of the Contract Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Consultant, suitable extension of time shall be granted. The MOFPI will have the right to cancel the contract at any time without assigning any reason thereof.

8. PREPARATION OF BID
All the bidders are requested to follow the instructions given below while uploading the bids. Proposal should be uploaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal i.e. on www.eprocure.gov.in
8.1 Technical and Financial Bids

8.1.1 The technical bid should have the following:

a. Name, address, e-mail, telephone along with a note on the ownership, organizational structure and core business area of the consulting firm.

b. Document [s] to demonstrate that the firm is in the business for the last 5 years.

c. Document [s] relating to details of similar assignments executed during the last 3 years.

d. Certificate from the statutory auditors/Chartered Accountant stating the year wise annual turnover during each of the last 3 financial years [i.e., 2017-18, 2016-17, 2015-16].

e. A short write-up on technical and managerial capability of the firm for undertaking assignment [key personnel would not be evaluated at this stage and hence CVs shall not be submitted].

f. Forwarding letter as per Annexure I on the bidding organization’s printed letter head.

g. The UTR details of submission of EMD and processing fee should also be submitted along with the bid.

h. Compliance and documentary proof of eligibility condition spelt out in clause 5 of Section I. Documentary proof sought in other clauses of this Tender Document should also be enclosed.

i. The Technical Proposal as per the format given in Annexure –II in support of years of experiences and number of such studies conducted.

j. CVs of the experts, team leader and team members duly signed as per the Annexure-III

k. Scan Copy of GST Registration Number

l. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Pages must be numbered consecutively within each section. The document which is not numbered and is not found in serial will be considered as “not found”.

m. A point to point compliance and self-declaration for acceptance of terms and conditions of tender document as per the Annexure VIII of RFP.

n. Undertaking (self-declaration on letter head) of total responsibility for the trouble free operation.

o. Undertaking (self-declaration on letter head) that the information submitted by them is correct and they will abide by the decision of MOFPI. In case the information submitted
by the firm is found to be false and / or incorrect in any manner, the firm can be suspended and / or debarred.

p. All pages of the document submitted should be signed.

While submitting the Technical Proposal, the applicant/bidder firm shall, in particular, ensure that:

a. The CVs have been recently signed by the individuals and the Team Leader. Unsigned/ countersigned CVs shall be rejected;

b. The CV shall contain an undertaking from the Team Leader members and experts about his /her availability for the entire period of study and report preparation.

8.1.2 The Financial bid must contain the following:

i. Financial Bid is to be submitted in prescribed xls format i.e. the BoQ uploaded along with the RFP.

ii. Applicant shall submit the financial proposal in the prescribed BOQ format (xls.format), clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees, and signed by the authorized signatory of the firm. In the event of any difference between figures and words, the amount indicated in word shall be taken into account. In the event of a difference between the arithmetic total and the total shown in the financial Proposal, the lower of the two shall be taken into account.

iii. While submitting the Financial Proposal, the firm shall ensure the following:

a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, accommodation, travelling, printing of documents, taxes etc. The total amount indicated in the Financial Proposal shall be without any condition attached or subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

b. The Financial Proposal shall take into account all expenses and tax liabilities. For the avoidance of doubt, it is clarified that all taxes shall be deemed to be included in the price shown under different items of the Financial Proposal. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.
c. Costs (including break-up of costs) shall be indicated in INR.

iv. It is further clarified that in no case the agency so appointed, will be entitled to payment beyond the fee quoted in the financial bid.

9. SIGNING OF BID

The original and all documents of the bid shall be typed or written in legible hand and shall be signed by the Bidder or a person duly authorized to sign the Contract. The person or persons signing the bid shall initial all pages of the bid. The scanned copy of all such documents shall be uploaded with the proposal to be submitted online.

10. METHOD OF EVALUATION AND AWARD OF CONTRACT

10.1 Prior to evaluation of Proposals, the MoFPI will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if:

a. it is received in the specified format;

b. it is received by the due date including any extension thereof;

c. it contains all the information (complete in all respects) as requested in the RFP;

d. it does not contain any condition or qualification;

e. it has deposited Rs. 3 Lakh as Earnest Money Deposit (EMD)

f. It is not non-responsive in terms hereof

The MoFPI reserves the right to reject any Proposal, which is non-responsive and no request for alteration, modification, substitution, or withdrawal shall be entertained by the MoFPI in respect of such Proposals.

MoFPI reserves the right to waive minor deviations in the bid application if they do not materially affect the capability of the bidder to perform the contract. The Ministry of Food Processing Industries, New Delhi shall consider the bidder whose offer has been found technically and financially acceptable by the Committee based on the experience, past performance, technical capability and financial position.

10.2 Evaluation of bids
i. Bidders are requested to submit all requisite documents as per the uploaded RFP along with their bids failing which the bids are liable to be rejected. A duly constituted Evaluation Committee will scrutinize and evaluate the bids for selection of an agency.

ii. From the time the bids are opened to the time the contract is awarded, the Agency should not contact the MOFPI on any matter related to its Technical and/ or Financial bid.

iii. Any effort by the Agency to influence the MOFPI in the examination, evaluation, ranking of bids and recommendation for award of contract may result in the rejection of the agency’s bid.

10.3 Criteria for Evaluation of Technical bid:

The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in para 5 of the Section I of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in Annexure VII of the RFP.

Only Agency obtaining a total score of 80 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Annexure VII, would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of ‘T’ marks out of a total of 100 marks.

10.4 Criteria for Evaluation of Financial bid:

The Financial Bids of the technically qualified bidders will be evaluated as per the evaluation criteria explained below.

The lowest evaluated Financial bid (Fm) will be given the maximum financial score of 100 points. The financial scores(F) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

\[ F = 100 \times \left( \frac{F_m}{F_b} \right) \]

Where,

\( F_b \) = Evaluated amount of financial quote by the particular bidder.

\( F_m \) = Lowest evaluated amount of financial quote by the bidder.

Financial bids of only those Agencies which are declared technically qualified shall be opened on the specified date and time, in the presence of representatives of bidders who
choose to attend. The name of the Agency, their technical score (if required), and their Financial bid shall be read aloud.

10.5 Method of Selection:

In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 80% on the basis of criteria for evaluation. The price bids of only those Agency which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their prices. The financial bid shall be allocated a weightage of 20%. For working out the combined score, the MOFPI will use the following formula:

**Total points: \((0.8 \times T(s)) + (0.2 \times 100 \times (Fm/Fb))\)**

The bids will be ranked in terms of total points scored. The bid with the highest total points (H-1) will be considered for award of contract.

**Example:** If in response to this tender, three bids, A, B & C were received and the Evaluation Committee awarded them 85, 80 and 90 marks on technical bid respectively, all the three bids would be technically suitable. Further, if the quoted price of bids A, B & C were Rs. 120, 100 & 110 respectively, then the following points for financial bids may be given:

- A: \(100/120 \times 100\) = 83 points
- B: \(100/100 \times 100\) = 100 points
- C: \(100/110 \times 100\) = 91 points

For combined evaluated points, the process would be as follows:

- Bid A: \(85 \times 0.8 + 83 \times 0.2 = 84.6\)
- Bid B: \(80 \times 0.8 + 100 \times 0.2 = 84\)
- Bid C: \(90 \times 0.8 + 91 \times 0.2 = 90.2\)

Bid C, in this case would be considered as H-1 (Highest total points).

The Evaluation Committee will correct any computation errors, in case of discrepancy.

10.6 Negotiations:

Normally there will be no post tender opening negotiations and it would be only on exceptional circumstances, if considered necessary. This shall be held only with the Agency which is evaluated as H-1 bidder after combined evaluation of the Technical and Financial
bids, as indicated above. Under no circumstance, the financial negotiation shall result into an increase in the price originally quoted by the Agency.

11. COMPETENT AUTHORITY'S RIGHT TO VARY ITEMS/ACTIVITIES AT THE TIME OF AWARD

The Competent Authority shall have the right to make any alterations, omissions, additions or subtractions in items/services at the time of award of contract. The Competent Authority will give such intimation to the successful Bidder, and additional cost/deduction in the Bid prices, based on the price schedule submitted by him, will be worked out with the Bidder. In case, the Bidder does not agree for such alterations, the Competent Authority will be free to award the contract to the next eligible Bidder.

12. LABOUR LAWS AND SAFETY MEASURES

i. Agency shall comply with all the provisions of labour law related legislation/acts as enacted by Government from time to time and in case of any prosecution / penalty, agency shall be liable for the same.

ii. Agency shall be liable for payments of duties viz. P.F., E.S.I. etc. including any compensation payable under Workmen Compensation Act. MOFPI shall have no responsibility, financial or other liabilities towards professionals employed by the Agency.

iii. Agency will take all safety measures / precautions during the work. For any accident due to negligence / any other reason during contract period, it shall be sole responsibility of the agency and Ministry shall not be held responsible for the same.

13. APPLICABLE LAW AND JURISDICTION

This contract, including all matters connected with this contract, shall be governed by the India laws, both substantive and procedural, for the time being in force and shall be subject to the exclusive jurisdiction of Delhi Court, if required.

14. INSURANCE AND MEDICAL

i. It shall be the responsibility of the agency to insure their staff and equipment against any exigency that may occur at site. Agency will also take insurance cover for third party
liability, which might occur due to damages caused to their manpower, equipment etc. MoFPI shall not be responsible for any such damages.

ii. Medical facilities (as per law) for professional including insurance of the professional on site will be provided by the Agency.

15. **INDEMNIFICATION**

i. Agency shall at times indemnify and keep MOFPI indemnified against all claims/damages etc. for any infringement of any Intellectual Property Rights (IPR) while providing its services under this contract.

ii. Agency shall at all times indemnify and keep MOFPI indemnified against any claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Agency) employees or caused by any action, omission or operation conducted by or on behalf of Agencies.

iii. Agency shall at all times indemnify and keep MOFPI indemnified against any and all claims by employees, workman, suppliers, agent(s) employed engaged or otherwise working for Agency, in respect of their wages, salaries, remuneration, compensation or the hike.

iv. All claims regarding indemnity shall survive the termination or expiry of the contract.

16. **FORCE MAJEURE**

i. For the Purpose of this contract, “Force Majeure” means an event which is beyond the reasonable control of the party.

ii. The terms "Force Majeure" as implied here in shall mean an act of God, War, Civil riots, fire directly affecting the performance of the contract, floods and Acts and Regulations of respective Government of the two parties, namely the Organization and the contractor. Both upon the occurrence of such cause and upon its termination, the party alleging that it has been rendered unable as aforesaid, shall within seventy-two hours of the alleged beginning and ending thereof intimate the other party giving full particulars and satisfactory evidence in support of its claim.

iii. If deliveries are suspended by force majeure conditions lasting for more than 2 (two) months, the Organization shall have the option of cancelling this contract in whole or part at its discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.
17. FAILURE & TERMINATION CLAUSE

Time and date of delivery and period of execution shall be essence of the contract. If the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule or at any time repudiates the contract before the expiry of such periods, the MOFPI may without prejudice to any other right or remedy available to the agency recover damages for breach of the contract as under:

i. Recover from the Agency as liquidated damages which will be charged by way of penalty, as specified in the Clause 7.

ii. Cancel the contract or a portion thereof by serving prior notice of one month to the Agency.

iii. The MOFPI may take a decision to cancel the contract with immediate effect and / or debar / blacklist the bidder from bidding prospectively for a period of 3 years or as decided by the MOFPI or take any other action as deemed necessary.

18. AGENCY CODE OF CONDUCT AND BUSINESS ETHICS

a. Bribery and corruption:

Agency are strictly prohibited from directly or indirectly (through intermediates or subcontractors) offering any bribe or undue gratification in any form to any person or entity and / or indulging in any corrupt practice in order to obtain or retain a business or contract.

b. Integrity, indemnity & limitation:

Agency shall maintain high degree of integrity during the course of its dealings with business/contractual relationship with the MOFPI. If it is discovered at any stage that any business/ contract was secured by playing fraud or misrepresentation or suppression of material facts, such contract shall be voidable at the sole option of the competent authority of the MOFPI. For avoidance of doubts, no rights shall accrue to the Agency in relation to such business/contract and the MOFPI or any entity thereof shall not have or incur any obligation in respect thereof. The Agency shall indemnify in respect of any loss or damage suffered by the MOFPI on account of such fraud, misrepresentation or suspension of material facts. The
agency will be solely responsible for the omission and commission of the employees deployed by them.

19. **CONFIDENTIALITY:**

The contractor shall maintain utmost confidentiality of information supplied, method of operation, procedures etc. and will treat such information with the same degree of care as the contractor treats its own most confidential information.

20. **ARBITRATION CLAUSE:**

20.1 If any dispute, difference, question or disagreement shall at any time, hereafter arise, between the parties hereto or the respective representatives or assignees in connection with or arising out of the contract the MOFPI would appoint a sole arbitrator, which shall be accepted by the Agency. The decision of the arbitrator would be final and binding on both the parties.

20.2 It is also term of the contract that contractor shall not stop the work under this contract and work shall continue as expected to continue whether the arbitration proceedings have commenced or not.

20.3 The Venue of the arbitration shall be at New Delhi. Subject to as aforesaid, the provision of the Indian Arbitration Act, 1996 and any statutory modifications or re-enactments thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.

20.4 **TIME LIMIT FOR REFERENCE TO ARBITRATION:** If no request in writing for arbitration is made by the contractor within a period of one year from the date of completion of the contract all claims of the contractor under the contract shall be deemed to be waived and absolutely barred and the purchaser, i.e. President of India, shall be discharged and released of all liabilities under the contract.

21. **DISCLAIMER:**

21.1 MoFPI shall not be responsible for any late receipt for any reasons whatsoever.

21.2 MoFPI reserves the Right:

21.2.1 To accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the MoFPI;
21.2.2 To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of MoFPI without assigning any reasons thereof;

21.2.3 To include any other item in the Scope of work at any time after consultation in the pre-bid meeting or otherwise.

22. GENERAL INSTRUCTIONS:

i. The instructions for online bid submission are at Annexure –IX. For any clarifications, Economic Division of the Ministry may be contacted over telephone no. 011-26406532

ii. Bids once submitted cannot be amended.

iii. Any Bid which does not quote for all items will be considered to be non-responsive and shall be rejected.

iv. The Agency shall not assign or sublet the contract or any substantial part thereof to any other agency, without written consent of the MOFPI.

v. Technical bids and financial bids will be opened, in the presence of Bidders’ representatives (One for each bidder), who wish to be present. The authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.
SECTION II
SCOPE OF WORK / DELIVERABLE

23. **Background**

Ministry of Food Processing Industries (MoFPI) implements schemes for improving post-harvest management of agri-produce. Improvement in post-harvest management reduces wastage of agri-produce thereby making larger quantities available for consumption at an unchanged level of production. A periodic measurement of wastage is therefore a useful metric for assessing the effectiveness of post-harvest management schemes of MoFPI. Wastages can be estimated both in absolute terms as also in relation to production.

Wastages occur at the farm itself when agri-produce is minimally processed for making it ready for the primary market. Inadequate storage facilities at the farms also account for wastage. Agri-produce further spoils in transit when taken to mandis, processing units and various consumption centres owing to weak logistics. At mandis and consumption centres limited storage facilities further account for wastage.

Post-harvest management also helps in increasing processing levels in the country. Increase in processing levels is reflected in higher consumption of agri-produce by food processing industries. Increase in processing level is most desirable as it significantly adds value to agri-produce and resultantly provides greater remuneration to farmers and job opportunities to them in the food processing sector. If processing levels do not increase, then reduction in wastage would only build inventories.

Thus coterminous with reducing wastage, post-harvest interventions by MoFPI are also intended to increase the processing level in the country. A periodic measurement of processing level is yet another useful metric for assessing the effectiveness of post-harvest management schemes of MoFPI. The metric would specifically measure agri-produce purchased by food processing industries and retained by farmer enterprises for use as raw-material. Processing levels can be estimated both in absolute terms as also in relation to production.
The present Request for Proposal (RFP) is for inviting the techno-financial proposals/bid from interested and technically qualified agencies for conducting study on the ‘Level of Food Processing in India’. The agencies should have enough experience as well as expertise in conducting similar type of studies for Government organizations.

24. **Scope of Work**

a. Synchronization of definition/activities of food processing sector as available under various classification.

b. Classification of food processing under National Industrial Classification in terms of degree of processing viz. Primary, Secondary and Tertiary Level.

c. Level of food processing in the country: both overall and in terms of product category (Product categories: Fruits, Vegetables, Marine, Milk, Meat & Poultry, Food-grain, Oilseeds etc.) for organized and unorganized food processing sector as well as for industry as a whole.

d. Study to cover processing level for three intervals of five years each and for the latest financial year ending 2019-20.

e. Cross country comparison of studies in the level of food processing in different countries especially in the USA, Brazil, China, Thailand and one major European country etc.

f. Alternative models for projection of level of processing and other parameters thereof.

g. Validation of the study results through field visits

25. **Timeframe**

The assignment shall be for a period of 1 year. Drafts inputs shall be made available from time to time as per requirement and shall be finalized after discussions with the MoFPI. The Final Report has to be made available to MOFPI within twelve months for “Level of Processing” from the date of award of work. Final Report must be submitted within 15 days after receipt of comment/suggestions on the draft report.
26. **Deliverables**
   - Review of Literature, methodology, data source and research/survey design for the assignment
   - An interim report on preliminary findings.
   - The final report enumerating the employed methodology, data sets and results
   - Complete data set used for analysis, both primary and secondary
   - Draft Evaluation study report (five copies) with a soft copy covering all aspects, including one power point presentation;
   - Final Evaluation study report (Twenty Copies), with a soft copy covering all aspects including one power point presentation
   - A spread sheet model based on secondary data available in public domain for generating processing levels on periodic basis.

27. **Timeline of deliverables**

<table>
<thead>
<tr>
<th>Milestones for LoP Study</th>
<th>Timelines (from issuance of contract)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Review of Literature, methodology, data source and research/survey design for the assignment</td>
<td>1 month</td>
</tr>
<tr>
<td>Seminar for discussion of methodology and Inviting experts’ comments on the methodology finalized and finalization of methodology and survey design based on the comments received</td>
<td>2 months</td>
</tr>
<tr>
<td>An interim report on preliminary findings</td>
<td>7 months</td>
</tr>
<tr>
<td>Draft Evaluation study report with a soft copy covering all aspects, including one power point presentation</td>
<td>9 months</td>
</tr>
<tr>
<td>Seminar for discussion and Inviting experts’ comments on Draft Evaluation study report and incorporation of the comments in the report</td>
<td>10 months</td>
</tr>
<tr>
<td>Final Evaluation study report (Twenty Copies), with a soft copy covering all aspects including one power point presentation</td>
<td>12 months</td>
</tr>
</tbody>
</table>
A spread sheet model based on secondary data available in public domain for generating processing levels on periodic basis | 12 months

28. **Other Terms and Conditions:**

a. The successful bidder will be required to engage an expert along with an experienced team leader and other team members. The applicant will ensure that the team comprises of the same members whose CVs are submitted as part of the application.

b. If a firm/organization or any of its members make(s) an averment regarding his or their qualification, experience, or other particulars and it turns out to be false, or his commitment regarding availability for the Project is not fulfilled at any stage after signing of the Letter of Acceptance, all the members of the organization shall be debarred for any future assignment of the MOFPI for five years.

c. The Technical Proposal shall not include any financial information relating to the Financial Proposal.

d. The MOFPI reserves the right to verify all statements, information, and documents, submitted by the Applicant in response to the RFP. Failure of the MOFPI to undertake such verification shall not relieve the firm of its obligations or liabilities hereunder nor will it affect any rights of the MOFPI there under.

e. In case it is found during the evaluation or at any time before issue of Letter of Acceptance (LOA) that one or more of the eligibility conditions have not been met by the firm or the team has made material misrepresentation or has given any materially incorrect or false information, the firm shall be disqualified forthwith if not yet appointed as the Consultant. If the firm has already been issued the LOA the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the MOFPI without the MOFPI being liable in any manner whatsoever to the Applicant.
f. All responsive proposals, shortlisted on the basis of their technical proposals, would be requested to make a detailed presentation regarding their qualifications, experience and the proposed Concept and Plan before the Evaluation cum Selection Committee. Thereafter, the Technical proposals shall be evaluated by an Evaluation cum Selection Committee constituted for the purpose.

g. Financial Bid of only those Tenders shall be opened, whose Technical Bids qualify. The date of financial bid opening will be intimated to the shortlisted applicants, which are found to be suitable on technical evaluation. The tenderer technically qualified will be at liberty to be present either in person or through an authorised representative at the time of opening of Financial Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online. The MOFPI will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

h. The Proposal shall be made in the Forms specified in this RFP. Any attachment to such Forms must be provided on separate sheets of paper and only information that is directly relevant should be provided. This may include photocopies of the relevant pages of printed documents.

h. The rates quoted shall be firm throughout the period of performance of the assignment up to and including acceptance of the Report by the MOFPI and discharge of all obligations of the Consultant under the Agreement.

i. Payment will be made for completed work and if the selected agency fail to complete the work, the part payment already released has to be refunded by the selected agency with penal interest.

29. **Deliverables and Payment to the Consultant**

Billing and payments in respect of the Services shall be made as follows: -

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Work Description</th>
<th>Payment (%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Advance on award of the job &amp; signing of agreement</td>
<td>10%</td>
</tr>
<tr>
<td>2</td>
<td>On finalization of methodology, questionnaire/ forms etc and statistical tools</td>
<td>10%</td>
</tr>
<tr>
<td>3</td>
<td>On completion of compilation of data</td>
<td>20%</td>
</tr>
</tbody>
</table>
### Proprietary data

All documents and other information provided by the MOFPI or submitted by consulting agency to the MOFPI shall remain or become the property of the Ministry of Food Processing Industries. Firms are to treat all information as strictly confidential. The MOFPI will not return any Proposal or any information related thereto. All information collected, analysed, processed, or in whatever manner provided by the Consultant to the MOFPI in relation to the Consultancy shall be the property of the Ministry of Food Processing Industries.

### Miscellaneous

The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
Covering Letter for Submission of Bid for study to determine “Level of Food Processing in India”

To
The Secretary
Ministry of Food Processing Industries
Panchsheel Bhawan, August Kranti Marg Khelgaon,
New Delhi-110049.

(Attention: Mr. Jitendra Kumar, Director, MoFPI)

Sir/Madam,

We are hereby submitting our bid, which includes Technical bid and financial bid. We hereby declare that all the information and statements made in this bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our bid is accepted, to start the services with immediate effect or as stipulated in the work order. We understand you are not bound to accept any bid you receive.
Yours sincerely,

Authorized Signatory [In full and attach authorization to represent the company]

Date:

(Seal)

Name and Title of Signatory Name of Firm Address

---

Annexure II

**TECHNICAL BID FORM**

**CONSULTANT'S ORGANISATION EXPERIENCE**

(Please refer clause 8.1.1 of the RFP)

**A — Consultant's Organisation**

[Provide here a brief (not more than two pages) description of the background and organisation of your entity and each associate, if any, for this assignment.]

**B - Consultant's Experience**

[Using the format below, provide information on each assignment (indicating work that best illustrates the capability to handle the task assigned) for which your entity, and each associate for this assignment, was contracted for carrying out consulting services similar to the ones requested under this assignment.]

<table>
<thead>
<tr>
<th>Assignment Name :</th>
<th>Approx. value of the Contract (in Rupees) :</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of Assignment (months) :</td>
</tr>
<tr>
<td>Location within Country :</td>
<td></td>
</tr>
</tbody>
</table>
### Name of Client:

<table>
<thead>
<tr>
<th>Address</th>
</tr>
</thead>
</table>

### Start Date (Month/Year):

<table>
<thead>
<tr>
<th>Completion Date (Month/Year):</th>
</tr>
</thead>
</table>

### Name of Associated Consultants, if any:

<table>
<thead>
<tr>
<th>Name of senior professional staff of your firm involved and functions performed (indicate most significant profiles such as Project Director/Coordinator, Team Leader):</th>
</tr>
</thead>
</table>

### Narrative Description of Project:

<table>
<thead>
<tr>
<th>Description of actual services provided by your staff within the assignment:</th>
</tr>
</thead>
</table>

Note: For each case study/survey, the applicant is required to submit the complete details as per this annexure separately

### Firm’s Name: ________________________________________________________

<table>
<thead>
<tr>
<th>Signature of the Bidder, with Official Seal</th>
</tr>
</thead>
</table>

### C - Experience of Team Leader/members

[Using the format below, provide information on each assignment (indicating work that best illustrates the capability to handle the task assigned) for which your entity, and each associate for this assignment, was contracted for carrying out consulting services similar to the ones requested under this assignment.]

<table>
<thead>
<tr>
<th>Assignment Name:</th>
<th>Approx. value of the Contract (in Rupees):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Country:</td>
<td>Duration of Assignment (months):</td>
</tr>
<tr>
<td>Location within Country:</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name of Client:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Address:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Start Date (Month/Year):</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Completion Date (Month/Year):</th>
</tr>
</thead>
</table>
Indicate your position in the Team for assignment profiles such as Project Director/ Coordinator, Team Leader, any other designations: 

Name of Associated Consultants, if any: 

| Narrative Description of Project & Key Outcome: |
| Description of actual services provided by your staff within the assignment: |

Note: For each case study/survey, the applicant is required to submit the complete details as per this annexure separately

Name of Team Leader/Member: ______________

Signature of the Team Leader/member: ______________

| Firm’s Name: ______________ |
| Signature of the Bidder: ______________ |

Annexure-III

CURRICULUM VITAE (CV) OF PROPOSED Team Leader/ Members

(Please refer clause 8.1.1 of the RFP)

PROFESSIONAL STAFF (Team Leader, experts, and members) FOR THE ASSIGNMENT

1. Proposed Position [only one candidate shall be nominated for each position]: -

2. Name of Entity [Insert name of entity proposing the staff]:

3. Name of Staff [Insert full name]: ____________________________

4. Date of Birth: _______________ Nationality: ________________
5. Education: [Indicate academic/ professional and other specialized education of staff member, giving names of institutions/ college/ universities, degrees obtained along with dates of obtainment]:

________________________________________________________________________
________________________________________________________________________

6. Membership of Professional Associations:

________________________________________________________________________

7. Publications (Indicate books, research papers and other articles published in reputed journals):

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

8. Other Training(s): [Indicate significant training since obtaining degrees under (5) Education were obtained]:

________________________________________________________________________

9. Countries of Work Experience: [List countries where staff has worked in the last ten years]:

________________________________________________________________________

10. Employment Record: [Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employer organization, positions held]:

From [Year]: _____________ To [Year]: _____________

Employer: __________________________

Positions held: _____________________
11. Detailed Tasks Assigned
   [List all tasks to be performed under this assignment]

12. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

   [Among the assignments in which the staffs have been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 11].

   Name of assignment or project:

   Terms of Reference:

   Year:

   Location:

   Client:

   Main project features:

   Positions held:

   Activities performed:

13. Certification:

   I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications and experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, if engaged in the work.

   Date:

   Signature of the Team Leader/member:______________

   Firm’s Name: _______________

   Signature of the Bidder:______________
Our correspondence details with regard to this RFP are:

<table>
<thead>
<tr>
<th>No.</th>
<th>Information</th>
<th>Details</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Name of the applicant</td>
<td></td>
</tr>
</tbody>
</table>
### Annexure V

Form-2

Details of the applicant’s Operations and Consulting Business

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Information Sought</th>
<th>Details to be furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>2.</td>
<td>Address of the applicant</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Name, designation and contact address of the person to whom all references shall be made regarding this RFP</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Telephone number of the contact person</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Mobile number of the contact Person</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Email ID of the contact person</td>
<td></td>
</tr>
</tbody>
</table>
1 | **Contact Details of the Applicant**
--- | ---
| Name of the applicant |  
| Address |  
| Telephone, Mobile No |  
| Email |  
| Fax |  
| Website |  

2 | **Business Information about the Applicant’s Operations**
--- | ---
2.1 | **Incorporation/registration Information**
- Incorporation status of the firm (Institution/ Consulting Firm/ Company- Public limited/ private limited etc.)
- Details of company Registration (Attach the photocopy of the Registration), GST Registration and Registration of other statutory taxes/duties.
- Date of registration
- Registration Reference No.

2.2 | **Turnover from professional fee for consulting works**: as revealed in Annual Financial Statements

<table>
<thead>
<tr>
<th>Financial Year</th>
<th>Professional fee from all consulting assignments (Rupees Crore)</th>
<th>Professional fee from similar assignments as stated in this RFP (Rupees Crore)</th>
</tr>
</thead>
<tbody>
<tr>
<td>FY 2017-18</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2016-17</td>
<td></td>
<td></td>
</tr>
<tr>
<td>FY 2015-16</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Average for the last 3 FY</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2.3 | Details of work experience and similar assignments undertaken to support the short-listing criteria accompanied by copies of contracts/ completion or acceptance certificate(s)

2.4 | Certificate from the statutory auditors/ Chartered Accountant certifying the turnover from consultancy business as a whole and similar studies as stated in the RFP during the last three (3) financial years ending 2017-18.

2.6 | Short write up on technical and managerial capabilities of the firm for undertaking the assignment. Attach in a separate sheet.

2.7 | The interested firm should provide an undertaking in the format in **Annexure VI** on its letterhead of not having an unsatisfactory track record resulting in adverse action taken by Central/State Governments in India. (Please see **Annexure - VI** below)

2.8 | Please attach all relevant documents as mentioned in the para 8 of the RFP document. All the documents should be given page numbers and properly indexed.
We hereby declare that our proposal submitted in response to this RFP is made in good faith and the information contained is true and correct to the best of our knowledge and belief.

Sincerely,

[Applicant’s Name with seal]

Name:

Title:

Signature:

Date:

To whomsoever it may concern
I/We hereby certify that I/We am/are an authorized signatory in the Agency/Society/Company/Trust and hereby declare that "Our Agency/Society/Company/Trust does not face any sanction or any pending disciplinary action from any authority. Further, it is also certified that our firm does not have any unsatisfactory track record resulting in adverse action taken by any Government in India. In case of any further changes which effect this declaration at a later date, we would inform the Ministry of Food Processing Industry [MOFPI].

Authorized Signatory (with seal)
ANNEXURE - VII

EVALUATION CRITERIA (TECHNICAL)

The technical proposal shall be evaluated on the basis of para 5 and parameters mentioned below. The shortlisted bidder would be required to make presentation(s) to an Evaluation Cum Selection Committee. The marking system for evaluation of Technical Bid will be as follows:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Maximum Marks</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Number of studies relating to surveys/studies in the processing of agro-products, food processing, agriculture or allied fields</td>
<td>20</td>
</tr>
<tr>
<td>A1</td>
<td>Have completed 10 or more such studies;</td>
<td>20</td>
</tr>
<tr>
<td>A2</td>
<td>Have completed 7 to 9 such studies;</td>
<td>15</td>
</tr>
<tr>
<td>A3</td>
<td>Have completed 4 to 6 such studies;</td>
<td>10</td>
</tr>
<tr>
<td>A4</td>
<td>Have completed 1 to 3 such studies;</td>
<td>5</td>
</tr>
<tr>
<td>B</td>
<td>Presentation on the proposed Concept and Plan for the study by the Team Leader</td>
<td>30</td>
</tr>
<tr>
<td>C</td>
<td>Qualification and experience of the key team members (Team Leader: 1 and Members: 2)</td>
<td>50</td>
</tr>
<tr>
<td>C1</td>
<td>Qualification of Team leader: Doctorate in the field of (a) Statistics (b) Economics, (c) Management; Experience of the team leader in conducting surveys/studies in the processing of agro-products, food processing, agriculture or allied fields</td>
<td>20</td>
</tr>
<tr>
<td>i.</td>
<td>Have completed more than 7 such studies;</td>
<td>20</td>
</tr>
<tr>
<td>ii.</td>
<td>Have completed 6 or 7 such studies;</td>
<td>15</td>
</tr>
<tr>
<td>iii.</td>
<td>Have completed 4 or 5 such studies;</td>
<td>10</td>
</tr>
<tr>
<td>iv.</td>
<td>Have completed 3 such studies</td>
<td>5</td>
</tr>
<tr>
<td>C2</td>
<td>Qualification of Team members (2 members): having Professional Degree/Doctorate in the field of (a) agri-business/food processing/post-harvest management/food technologies, (b) Statistics (c) Economics, (d) Finance with MBA; Experience of the team members in conducting assignments (viz. surveys/studies/Publication of Research papers in reputed journals) using ASI and NSSO data</td>
<td>15</td>
</tr>
<tr>
<td>i.</td>
<td>Have completed more than 4 such assignments;</td>
<td>15 each</td>
</tr>
</tbody>
</table>
### Note:

1. Proposal obtaining a score of 80 or more marks will be declared as technically qualified proposal for opening of their financial bids.
2. Only Qualification and Experience of key members will be evaluated. The agency may engage other resources but their qualification and experience will not be evaluated.

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>ii.</td>
<td>Have completed 3 or 4 such assignments;</td>
</tr>
<tr>
<td>iii.</td>
<td>Have completed 2 such assignments;</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>100</strong></td>
</tr>
</tbody>
</table>
Annexure VIII

TENDER ACCEPTANCE LETTER

(To be given on Company Letter Head)

Date:__/__/____

To

____________________
____________________
____________________

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _________________________

Name of Tender / Work: ________________________________

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned ‘Tender/Work’ from the web site(s) namely:

__________________________________________________________________________
__________________________________________________________________________

as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _______ to ______ (including all documents like annexeure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organisation too has also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then your department/ organisation shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full earnest money deposit.

Yours faithfully,

(Signature of the Bidder, with Official Seal)
INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: https://eprocure.gov.in/eprocure/app

REGISTRATION

1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: https://eprocure.gov.in/eprocure/app) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.

2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) Issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / Encode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of
Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

PREPARATION OF BIDS

1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF/XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents’ area available to them to upload such documents. These documents may be directly submitted from the “My Space’ area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

SUBMISSION OF BIDS

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned
copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format / pdf format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file / pdf format, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file / pdf format is found to be modified by the bidder, the bid will be rejected.

6) The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener.

8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

9) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 3070 2232. Bidder can also get help at +91-7878007972 & +91-7878007973.