

TERMS OF REFERENCE (TOR)
FOR HIRING CONSULTING AGENCY TO ASSIST IN PREPARATION OF DETAILED PROJECT REPORT FOR
SETTING UP OIL MILL(S) IN HARYANA



THE HARYANA STATE COOPERATIVE SUPPLY AND MARKETING FEDERATION LIMITED
CORPORATE OFFICE, SECTOR 5, PANCHKULA HARYANA (INDIA)
TEL: 2590520-24, FAX: 2590711 E.Mail: hafed@hry.nic.in
Web-site: www.hafed.gov.in

DISCLAIMER

The information contained in this Terms of Reference document (the “TOR”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of The Haryana State Co-op. Supply & Marketing Federation Ltd. (HAFED), Government of Haryana, or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this TOR and such other terms and conditions subject to which such information is provided.

This TOR is not an agreement and is neither an offer nor invitation by HAFED to the prospective Bidders or any other person. The purpose of this TOR is to provide interested parties with information that may be useful to them in preparing their technical proposals and financial offers pursuant to this TOR (the Proposal”).

This TOR includes statements, which reflect various assumptions and assessments arrived at by the HAFED in relation to the Assignment. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This TOR may not be appropriate for all persons, and it is not possible for the HAFED, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this TOR. The assumptions, assessments, statements and information contained in this TOR may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this TOR and obtain independent advice from appropriate sources. Information provided in this TOR to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. HAFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. HAFED, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this TOR or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the TOR and any assessment, assumption, statement or information contained therein or deemed to form part of this TOR or arising in any way in this Bid Stage. HAFED also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this TOR. HAFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this TOR. The issue of this TOR does not imply that HAFED is bound to select a Bidder or to appoint the Selected Bidder or Consultancy firm, as the case may be, for the Assignment and HAFED reserves the right to reject all or any of the Bidders or Proposals without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by HAFED or any other costs incurred in connection with or relating to its Proposal.

HAFED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or for submission of the Proposal, regardless of the conduct or outcome of the Bidding Process.

Document Control Sheet

S.NO	Particulars	Details
1	Document reference number	03/06/2020
2	Tender Document Fee & Service charges Required EMD	Online directly transfer of funds of Rs.1500/- online through Debit Cards & Internet Banking Accounts (Tender document fee Rs.500/-, Processing Fee Rs.1,000/-) 10,000/-
3	Start Date for issue of TOR Document	03/06/2020
4	Date of Pre-Bid meeting for queries	10/06/2020
5	Last Date for submission of proposal	17/06/2020 , 11 am
6	Date of opening of Technical bids	17/06/2020 , 11:30 am
7	Date of opening of Financial bids	To be decided after opening of technical bid
8	HAFED contact details	HAFED Building, Sector 5, Panchkula, Haryana 134108 Email- hafed@hry.nic.in Tel- 0172- 2590520
9	Method of selection	QCBS method
Note: - In case a Central/ State Holiday are declared on any day, the event will be held on the next working day at the same time and same venue.		

Important Note:

1. The bidders have to complete 'Application/Bid Preparation & Submission' stage on scheduled time as mentioned above. If any bidder fails to complete his/her aforesaid stage in the stipulated online time schedule for this stage, his/her Application/bid status will be considered as 'Applications/bids not submitted'.
2. Bidder must confirm & check his/her Application/bid status after completion of his/her all activities for e-bidding.

INSTRUCTIONS TO BIDDER ON ELECTRONIC TENDERING SYSTEM

These conditions will over-rule the conditions stated in the tender documents, wherever relevant and applicable.

1. Registration of bidders on e-Procurement Portal:

All the bidders intending to participate in the tenders process online are required to get registered on the centralized e-Procurement Portal i.e. <https://etenders.hry.nic.in> Please visit the website for more details.

2. Obtaining a Digital Certificate:

- 2.1 The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the bidder bidding online. These Digital certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, Government of India.
- 2.2 A Digital Certificate is issued upon receipt of mandatory identity (i.e. Applicant's PAN Card) and Address proofs and verification form duly attested by the Bank Manager / Post Master / Gazetted Officer. Only upon the receipt of the required documents, a digital certificate can be issued. For more details please visit the website – <https://etenders.hry.nic.in>
- 2.3 The bidders may obtain Class-II or III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents required for the issue of digital certificate from.
- 2.4 The bidder must ensure that he/she comply by the online available important guidelines at the portal <https://etenders.hry.nic.in> for Digital Signature Certificate (DSC) including the e-Token carrying DSCs.
- 2.5 Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during the stage of bid preparation. In case, during the process of a particular tender, the user loses his digital certificate (due to virus attack, hardware problem, operating system or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies at safe place under proper security (for its use in case of emergencies).
- 2.6 In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per Indian Information Technology Act 2000. Unless the certificates are revoked,

it will be assumed to represent adequate authority of the user to bid on behalf of the firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- 2.7 In case of any change in the authorization, it shall be the responsibility of management / partners of the firm to inform the certifying authority about the change and to obtain the digital signatures of the new person / user on behalf of the firm / company. The procedure for application of a digital certificate however will remain the same for the new user.
- 2.8 The same procedure holds true for the authorized users in a private/Public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

3. Pre-requisites for online bidding:

In order to operate on the electronic tender management system, a user's machine is required to be set up. A help file on system setup/Pre-requisite can be obtained from NIC or downloaded from the home page of the website - <https://etenders.hry.nic.in> the link for downloading required java applet & DC setup are also available on the Home page of the e-tendering Portal.

4. Online Viewing of Detailed Notice Inviting Tenders:

The bidders can view the detailed N.I.T and the time schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://etenders.hry.nic.in>

5. Download of Tender Documents:

The tender documents can be downloaded free of cost from the e-Procurement portal <https://etenders.hry.nic.in>

6. Key Dates:

The bidders are strictly advised to follow dates and times as indicated in the online Notice Inviting Tenders. The date and time shall be binding on all bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the online Notice Inviting Tenders.

7. Online Payment of Tender Document Fee, Processing fee & EMD fees & Bid Preparation & Submission (Technical & Commercial/Price Bid):

- 7.1 Online Payment of Tender Document Fee + Processing fee: The online payment for Tender document fee, Processing Fee & EMD can be done using the secure electronic payment gateway. The Payment for Tender Document Fee and Processing Fee shall be made by bidders/Vendors online directly through Debit Cards & Internet Banking Accounts and the Payment for EMD shall be made online directly through RTGS / NEFT & OTC.

The secure electronic payments gateway is an online interface between contractors and Debit card / online payment authorization networks.

7.2 PREPARATION & SUBMISSION OF online APPLICATIONS/BIDS:

- (i) Detailed Tender documents may be downloaded from e-Procurement website <https://etenders.hry.nic.in> and tender mandatorily be submitted online following the instruction appearing on the screen.
- (ii) Scan copy of Document to be submitted / uploaded for Technical bid under online Technical Envelope. The required documents (refer to DNIT) shall be prepared and scanned in different file formats (in PDF/JPEG/MS WORD format such that file size is not exceed more than 10 MB) and uploaded during the on-line submission of Technical Envelope.
- (iii) FINANCIAL or Price Bid PROPOSAL shall be submitted mandatorily online under Commercial Envelope and original not to be submitted manually)

8. ASSISTANCE TO THE BIDDERS

For queries on Tenders Haryana Portal, Kindly Contact

Note: Bidders are requested to kindly mention the URL of the portal and Tender ID in the subject shield emailing any issue along with the contact detail. For any issue/clarification relating to the Tender (s) published kindly contact the respective tender Inviting Authority.

Tel:-0120-4200462,0120-4001002

Mobile:88262-46593

Email:-support.etender@nic.in

For any technical related queries please call at 24x7 Help Desk number
0120-4001002,0120-4200462,0120-4001005,120-6277787

For support related to Haryana Tenders in addition to help desk you may also contact on email ID eproc.nichry@yahoo.com, Tel:0172-2700275

Timing:

Technical support assistance will be available over telephone Monday to Friday (9:00am to 5:30pm) (Helpdesk Support in team shall not be contracted for online bidding on behalf of the contractors)

Note: Contact e-Procurement helpdesk on or before prior to 4 hours of the scheduled closing date and time of respective e-tendering event. Also, for queries related to e-payment of EMD kindly contact the helpdesk at least two days prior to closing date and time of the respective event.

Intended bidders mandatorily required to register their queries if there is any pertaining to the online bidding and the single e-Procurement portal at email address:- <https://etenders.hry.nic.in>

NOTE:-

- (A) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://etenders.hry.nic.in>
- (B) For help manual please refer to the 'Home Page' of the e-Procurement website at <https://etenders.hry.nic.in>, and click on the available link 'How to...?' to download the file.

[\(Online Payment Guidelines\)](#)

[Guideline for Online Payments at e-Procurement Portal of Government of Haryana.](#)

Post registration, bidder shall proceed for bidding by using both his digital certificates (one each for encryption and signing) & Password. Bidder shall proceed to select the event/Tenders he is interested in. On the respective Department's page in the e-Procurement portal, the Bidder would have following options to make payment for tender document fee + Processing fee & EMD:

- A. Debit Card
- B. Net Banking
- C. RTGS/NEFT or Over the Counter (OTC)

Operative Procedures for Bidder Payments

A) Debit Card

The procedure for paying through Debit Card will be as follows:

- (i) Bidder selects Debit Card option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount and the card charges to be paid by bidder. The portal also displays the total amount to be paid by the bidder.
- (iii) Bidder clicks on "Continue" button.
- (iv) The e-Procurement portal takes the bidder to Debit Card payment gateway screen.
- (v) Bidder enters card credentials and confirms payment
- (vi) The gateway verifies the credentials and confirms with "successful" or "failure" message, which is confirmed back to e-Procurement portal.
- (vii) The page is automatically routed back to e-Procurement portal
- (viii) The status of the payment is displayed as "successful" in e-Procurement portal.
- (ix) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-tendering portal shall store the unique transaction number in its database along with the date and timestamp
- (x) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

B) Net Banking

The procedure for paying through Net Banking will be as follows:

- (i) Bidder selects Net Banking option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid by bidder.

- (iii) Bidder clicks on “Continue” button
- (iv) The e-Procurement portal takes the bidder to Net Banking payment gateway screen displaying list of Banks.
- (v) Bidder chooses his / her Bank
- (vi) The Net Banking gateway redirects Bidder to the Net Banking page of the selected Bank.
- (vii) Bidder enters his account credentials and confirms payment
- (viii) The Bank verifies the credentials and confirms with “successful” or “failure” message to the Net Banking gateway which is confirmed back to e-Procurement portal.
- (ix) The page is automatically routed back to e-Procurement portal
- (x) The status of the payment is displayed as “successful” in e-Procurement portal.
- (xi) In case of successful payment, a success message along with unique transaction ID is passed on to e-Procurement system. The e-Procurement portal shall store the unique transaction number in its database alongwith the date and timestamp.
- (xii) The e-Procurement portal allows Bidder to process another payment attempt in case payments are not successful for previous attempt.

C) RTGS/ NEFT

This solution shall also allow the bidder to make the EMD payment via RTGS/NEFT this shall add to the convenience of those bidders who are not conversant to use net banking option to make the transaction.

Using this module, bidder would be able to pay from their existing bank account through RTGS/NEFT. This would offer a wide reach for more than 1,10,000 bank branches and would enable the bidder to make the payment from almost any bank branch across India.

1. To choose the payment of EMD, the bidder clicks on RTGS/NEFT payment option.
2. Upon doing so, the e-Procurement portal will redirect the bidder to a page where it will generate a Challan.
3. This Challan shall include the beneficiary (virtual) account number and other details like beneficiary IFSC code each.

RTGS / NEFT Payment Procedure

The bidder shall be required to take a print of the challan and make the RTGS / NEFT on the basis of the virtual account number period on the challan. This provision will ensure that number confidential details regarding the bidder or tender are disclosed to the bank while remitting the RTGS/NEFT.

The bidder would remit the fund at least one day in advance to the last day and make the payment via RTGS/NEFT to the beneficiary account number as mention in the challan. SBI Bank shall receive this amount and credit the payment gateway service provider intermediary Department/PSUs Escrow Security Deposit account post validating the first part of the beneficiary account number, i.e.,

the client code only, In case of validation of client code is not successful, the bank shall return the fund and not credit the Techprocess intermediary Department/PSUs Escrow Security Deposit A/c.

D) Over the Counter (OTC)

This solution shall allow the bidder having account with SBI bank, to make the payment from any CMS enables Branch of SBI Bank in India. Bidders can make the payment via cash (if amount is <= [49,999]), Demand Draft or SBI Bank Cheque.

The procedure for paying through OTC mode is as follows:

- (i) Bidder selects over the counter remittance option in e-Procurement portal.
- (ii) The e-Procurement portal displays the amount to be paid. The bidder chooses the bank account number for refund of the amount.
- (iii) Bidder clicks on "Continue" Button.
- (iv) The e-Procurement portal displays the details of payment. The Bidders click on "Print Challan" and print the OTC Challan.
- (v) Bidder submits the OTC Challan at the counter of any designated bank of SBI Bank with Cash/Demand Draft/SBI Bank Cheque (Payment in Cash is allowed upto Rs. 49,999/-).
- (vi) SBI bank verifies the URL (format to be discussed and decided) and amount with e-Procurement portal prior to accepting the payment.
- (vii) On successful verification from e-Procurement portal, SBI bank accepts the payment. In case of failure, SBI bank shall return back the OTC challan and payment to the bidder.
- (viii) SBI bank commits the payment transaction (in case of successful verification from e-Procurement portal) and sends the Bank Transaction number (I-Sure Reference Number) online against the URN and Amount.
- (ix) SBI bank will generate receipt for the payment transaction and issues the same to the bidder.
- (x) The e-Procurement system update the bank transaction number against the URN and Amount based on the details sent by SBI bank online prior to generation of the receipt.
- (xi) The status of the payment will be displayed as "verification successful" in e-Procurement Portal, when the bidder clicks on the verification option in the portal.
- (xii) Bidder would be required to upload the scan copy of receipt as received from SBI Bank as part of proof in next tender portal before submitting

Terms of Reference

1. Background

The Haryana State Cooperative Supply and Marketing Federation Limited (hereinafter referred as 'HAFED') is the Haryana's largest cooperative federation serving farmers and consumers since 1966. Procurement of foodgrains from farmers at MSP for delivery to the federal government, warehousing, arrangement and distribution of agri-inputs, agro-processing and marketing are its core activities. Over the years HAFED has become one of the leading organizations of the Haryana State being its largest food grain procurement agency and a premier warehousing agency for scientific storage of foodgrains, having largest chain of Agro-processing units, major supplier of quality, hygienic and safe consumer products, cattle/animal feeds and having a largest supply-chain network upto village level for distribution of agri- inputs like fertilizers, pesticides, seeds, etc.

The Haryana Cooperative Marketing Federation is engaged in the procurement of mustard seeds at the Minimum Support Price (MSP). HAFED is also involved in the running of the two oil mills located at Rewari (set up in the year 1986) & Narnaul (set up in the year 2003) in the State of Haryana. The main product of the mills is 'Kachchi Ghani 'Agmark' Mustard Oil, the quality of which is comparable with the best available in the country. Currently, the capacity of each existing mill is around 9000 MT per year, and there is a need felt by HAFED to augment the current mill capacities. In its endeavor, HAFED is planning to modernize the operations of the existing mills and set up two new oil mills in Rewari and Sirsa with capacities more than 30 MT per day.

With this objective, HAFED intends to hire a consulting agency to prepare a detailed project report for modernizing operations of existing mills and setting up two new oil mills in the State of Haryana.

2. Scope of Work

The scope of work to be undertaken by the Consultant is given herein after and the same is merely illustrative and not exhaustive. The Consultant shall thus have to consider the required output and include all further incidental activities that may be necessary for efficient and successful implementation and for achieving the ultimate purpose of the assignment.

The Scope of Work for the proposed engagement will primarily consist of the following:

- **Formulation of mill modernization plan** - Undertaking a detailed Business process study i.e., evaluating existing operations of both the mills and process efficiency and undertaking gap analysis.
- **Detailed financial implication study** - Devising a cost benefit model, indicating the total cost of project and pattern of return on investment.
- **Revenue Optimization model/framework**- Developing a revenue optimization plan for maximizing revenues from the mill operations.
- **Stakeholder consultations**- Conducting stakeholder surveys/meetings/site visits to understand the processes and challenges being faced currently.
- **Supply and Demand Factors**: Preparing a detailed study and analysis of supply and demand factors.
- **Analyzing trends** - in supply, demand, seasonality, international trade, government policies, and its effect on price movement.
- **Bench-marking study** - Conducting bench-marking study cum comparative assessment of procedures and technology used by other State run oil mills in the country.
- **Implementation road-map**- Developing a detailed implementation road-map for setting up the oil mill in Haryana with clearly outlined modalities and risks involved along with suitable mitigation plans. The road map should include plan considering PPP mode also.

S.No	Key Deliverables/ Outcomes
1.	Modernization Plan for two existing Mills
2.	Detailed Project Report for two new Mills
3.	Business road-map/ Feasibility analysis for new mills under Public_Private_Partnership

3. Eligibility Criteria

The bidders will be assessed as per the pre-qualification criteria defined in the TOR. Only the bidders who qualify pre-qualification shall be eligible for technical evaluation. Non-conforming Proposals will be rejected and will not be eligible for any further processing. The pre-qualification criterion for the organization is as below:

#	Section	Requirement	Supporting documents
1	Legal Entity	The bidder (a Business Entity) shall mean a company registered in India under the Companies Act, 1956 or 2013 or a partnership firm registered under the Limited Liability Partnership Act of 2008 and operating for atleast last 5 (five) years as on March 31, 2020.	Incorporation / Registration Certificate
2	Financial credentials	The entity should at-least have a turnover of INR 1 Cr. from consulting services	Certificate from the statutory auditor
3	Prior Experience	<p>The bidder should have at-least one consulting engagement with Central / State Government or any of its agencies in last three year and should have worked on the preparation of Detailed Project report (DPRs) of setting up of new mill of 30 TPD or above.</p> <p>And</p> <p>The bidder should have at-least one consulting engagement in Private sector in last three year and should have worked on the preparation of Detailed Project report (DPRs) setting up of new mustard oil mill of 30-100 TPD.</p> <p>And</p> <p>The bidder should have at-least one consulting engagement in Private sector in last three year and should have worked on the preparation of Detailed Project report (DPRs) setting up of new mustard oil mill of 100 TPD or above.</p>	Work orders/ Letter of Allotment
4	Quality Certifications	The bidder shall hold at-least 1 of the following ISO certifications ISO 9001: 2015, ISO 14001:2015, ISO/IEC 27001, and ISO 31000 demonstrating its Quality management systems, at the time of submission of application.	Copy of certifications

5	Blacklisting	The bidder should not currently have been blacklisted/banned/debarred by any State / Central Government or any of its Agency / PSU or under a declaration of ineligibility for fraudulent or corrupt practices or inefficient/ ineffective performance.	Undertaking by the bidder Falsification and non-disclosure will lead to disqualification from the evaluation process.
---	--------------	---	--

4. Mode of Selection

The Consultant shall be selected through bidding process on Combined Quality Cum Cost Based System (QCBS). HAFED intends to follow two stage selection processes in evaluating the proposals received.

Post, pre qualification evaluation, the bid evaluation committee shall be evaluating the technical proposals on the basis of relevant experience and other eligibility criteria.

The bidders scoring 70% or above marks in the technical evaluation phase, shall only be made eligible for financial evaluation.

For working out the combined score, HAFED will use the following formula:

Total points: $[(0.7 \times TS) + (0.3 \times (100 \times (L1/ FB))]$, where

- FB stands for Financial Bid of the Financial Proposal of respective bidders.
- L1 Financial Bid of the Financial Proposal,
- TS stands for Technical Score,

The proposals will be ranked in terms of total points scored. The proposal with the highest total points (H-1) will be considered for award of contract and will be called for negotiations, if required.

Example: if in response to this RFP, three proposals, A, B & C were received and the Bid Evaluation Committee awarded them 75, 80 and 90 marks respectively, all the three proposals would be technically suitable. Further, if the quoted price of proposals A, B & C were Rs.120, 100 & 110 respectively, then the following points for financial proposals may be given:

A: $100/120 = 83$ points B: $100/100 = 100$ points C: $100/110 = 91$ points

In the combined evaluation, the process would be as follows:

Proposal A: $75 \times 0.7 + 83 \times 0.3 = 77.4$

Proposal B: $80 \times 0.7 + 100 \times 0.3 = 86.0$

Proposal C: $90 \times 0.7 + 91 \times 0.3 = 90.3$

Proposal C would be considered the H1 and would be recommended for negotiations, if considered necessary for approval.

The short-listed Consultants will be invited to present their proposals before the BEC.

After opening of financial proposals the consultant will be declared eligible for award of the contract. This selected consultant will then be invited for negotiations, if considered necessary.

5. Evaluation Criteria

Sr. No.	Criteria	Maximum marks
1	Relevant Project Experience:	50 marks
1.1	Experience of working on Consulting Engagements with Central / State Governments or its agency as Knowledge Partner / Consultant in last 5 years. 5 marks for each project subject to maximum of 15 marks	15 marks
1.2	Experience of working on projects in preparing Detailed Project Reports similar to TOR in India in last 5 years. 5 marks each project subject to maximum of 20 marks	20 marks
1.3	Experience of working on Consulting Engagements on Public-Private- partnership or joint venture projects	5 marks
1.4	Experience of working on Consulting Engagements on Modernisation of Oil mills	5 marks
1.5	Experience of working on Consulting Engagements on setting up of quality lab as per FSSAI/Agmark requirements	5 marks
2	Qualification of Team Leader & other Team Members (Evaluation may be based upon Interview)	30 marks
2.1	Subject Matter Expert Total experience in relevant field ≥ 20 years Experience in advising Central/State Government agencies and/or Private companies on green field projects like edible oil complexes (consisting of seed crushing, solvent extraction, refinery hydrogenation), plant Management; and international exposure of setting up new oil processing plants and implementing new systems etc. 5 marks each project subject to maximum of 15 marks	15 marks

2.2	Project Director: Total experience >=15 years Qualification- MBA/PGDM from a reputed college Should have experience in chemical and manufacturing sector and working on projects with Government/ Private firms related to undertaking Business Process Studies, Formulating DPRs, benchmarking studies, revenue optimization etc. At-least 3 projects in last 5 years – 15 marks	15 marks
3	Approach & Methodology	20 Marks
	Total	100 Marks

6. Payment Terms

The proposal shall include a financial quote of a lumpsum value. The payment terms shall be on a milestone basis as per following:

#	Milestone	Payment
1	Signing of contract	10%
2	Submission and Acceptance of Mills Modernization Plan	30%
3	Submission and Acceptance of Final consultancy report as per the Scope of Work	60%

7. Period of Service

The bidder will mention the duration of submission of Key Deliverables as per clause 2 i.e. Scope of Work. However, the Project duration will be within 3 months. The duration of the project may further be extended beyond the specified time period and after which the contract period may further be extended as per the work requirement. The same will be communicated in written to the consultant and be mutually agreed upon. The financial implication for the extension will be calculated on a pro-rated basis based on the Fee quoted for this assignment. HAFED reserves the right to seek additional resources at the rates finalized in this tender on the same terms & condition. The extension would be provided only in rare case or unavoidable circumstances with is beyond the control of HAFED.

8. Award of Contract

HAFED will notify the successful bidder in writing that its proposal has been accepted. On receipt of notification the bidder shall furnish acceptance of award within 7 days of its issuance from HAFED, thereafter, sign Contract Agreement. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

9. Conflict of interest

9.1 HAFED requires that Consultants provide professional, objective and impartial advice and at all times hold the Employer's interests paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

9.2 Without limitation on the generality of the foregoing, Consultants, and any of their affiliates, shall be considered to have a conflict of interest and shall not be appointed, under any of the circumstances set forth below:

a) Conflicting Activities: A consultant 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, if the consultancy or any of its affiliates is found indulged in any such activities which may be termed as the conflicting activities by the employer.

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

9.3 Conflicting Relationships: A Consultant that has a business or family relationship with a member of the Hafed's 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 HAFED throughout the selection process and the execution of the Contract.

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

Consultants shall submit only one proposal for this project. If a Consultant submits or participates in more than one proposal, all such proposals shall be disqualified.

10. Proposal and validity of the proposal

The bidders have to submit the Technical proposal according to Annexure-I-IV. Technical Proposal shall not include any financial information. Technical Proposal containing financial information may be declared non-responsive.

The Financial Proposal shall be prepared using the prescribed Annexure V. It should include all costs associated with the assignment/job.

Consultant's proposals shall remain valid for 60 days after the submission date.

11. Hafed decisions and instructions

Except where otherwise specifically stated, the Hafed decision shall be binding on the bidder. The bidder shall carry out all instructions of Hafed pertaining to the contract and comply with the applicable laws.

12. Sub-contracting

Subletting of the work to any other party is strictly prohibited.

13. Penalty

If it is found that there is a short fall in deliverance as per the timelines, Hafed will impose penalty of 1% of contract amount per day beyond 90 days from the date of acceptance of award i.e. within 7 days of date of work order.

However, if the duration is extended by extra days, then HAFED will impose penalty of 1 % of contract amount per day beyond the extended timeline.

14. Foreclosure

The Hafed reserves the right to foreclose the contract without assigning any reason. In such case the bidder will not be entitled to any compensation.

15. Arbitration

In case of any disputes arising out of the contract the same shall be referred to M.D. Hafed or his/her nominee as arbitrator and his decision shall be final and binding on both the parties.

16. Performance Bank Guarantee

The successful bidder shall submit a Performance Bank Guarantee @ 10% of the financial proposal submitted by the bidder.

17. Tax and duties

The rates quoted by the bidder shall be inclusive of prevailing Govt. duties and taxes, (if any) and other duties and taxes levelled by the State from time to time. Bidder shall be responsible for all statutory and regulatory compliance and for obtaining any permits, licenses or other statutory documents required by Government /Hafed authorities in connection with the supply of the Goods.

18. Confidentiality

The bidder shall submit Confidentiality Declaration (Annexure- VII).

19. In the interest of Hafed, Hafed reserves the right to reject all the bids without assigning any reasons.

Letter of Proposal Submission

To,
Managing Director
Hafed

Respected,

We the undersigned, offer to provide the Consultancy assignment/job. In accordance with your Request for Proposal dated (Insert Date). We have uploaded our proposal online and are here by submitting hard copies of the Technical Proposal and requisite EMD. We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized signature (in full and details)

Name and title of Signatory: Name of Firm / entity:

Address:

Format of Curriculum Vitae

1. Name of the Staff
2. Designation
3. Name and address of the firm presently employed, if any
4. Position in the Proposed project (describe degree of responsibility also)
5. Qualifications (Technical and General)
6. Experience (Relevant in the context of assignment)
7. Employment Record (starting with present position, all previous assignments may be covered) Name of the Firm
8. Position Held
9. Years of Employment
10. Integrity

Date:

Signature of the Bidder / Authorized Representative

Seal / Stamp of the Firm

Details of Bidders

1. Name of the Company:
2. Registered Office:
3. Date of Incorporation:
4. Constitution of the Bidder Company:
5. Core business activities:
6. Experience in consultancy services (years) with proof:
7. Details of contact persons:
8. Any other details:

Name:

Designation:

Contact tel. No.:

Mobile no.:

Fax no.:

Email ID:

Postal address:

Financial statement- (Kindly enclose audited financial statements for last three years)

S. No	Financial year	Net- turnover	Profit/loss

(Signature of Authorized signatory)

Project Experience Format

Project Name:		Country:
Project Location within Country:		Professional Staff Provided by the Firm:
Name of Client:		No. of Staff:
Start Date (Mon/YYYY):	Completion Date (Mon/YYYY):	Approx. Value of Services:
Detailed Narrative Description of Project: ?		
Detailed Narrative Description of Project: ?		

Write up on Project Conceptual Clarity and Approach

In this write up the firm should propose the following:

- Understanding of the project,
- Action plan it intends to follow – Approach & Methodology
- Value addition proposed for the assignment.

The practical difficulties and obstacles which can possibly arise during the course of assignment and how to address them should also be highlighted.

Authorized Signature [*In full and initials*]: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address: _____

FINANCIAL PROPOSAL

Covering Letter

(On Bidder's letter head) [Location, Date]

Sr. No.	Positions per the TOR	Man month Rates (A)	Duration (B)	C = A*B (INR)
1.	Project Director			
2.	Subject Matter Expert			
3.	Operational Expenses			
	Grand total (in INR)			

1. Our Financial Proposal shall be binding upon us up to the expiration of the validity period of the Proposal, as per TOR.
2. The Financial Proposal is without any condition.
3. The financial proposal is exclusive of any Taxes, duties, etc
4. This financial proposal covers remuneration for all the Personnel (Expatriate and Resident, in the field, office etc.), equipment, surveys, overhead charges viz. travelling, boarding and lodging and out of pocket expenses.
5. The Financial Proposal is without any condition.
6. The offer price quoted by us is inclusive of all not specifically mentioned in the TOR document, but essential for successful completion of assignment.
7. We undertake that in competing for and, if the award is made to us, in executing the above consultancy services, we will strongly observe the laws against fraud and corruption to force in India namely "Prevention of Corruption Act 1988" We understand that you are not bound to accept any Proposal you receive.
8. These rates would be valid for the period of assignment and any additional manpower required would be provided on the above-mentioned rates. These rates will also be used in case of subsequent reduction in manpower.

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Bidder: Address

INFORMATION REGARDING ANY CONFLICTING ACTIVITIES AND DECLARATION THERE OF

(Are there any activities carried out by your consultancy which are of conflicting nature as mentioned in Point 9 of Terms of reference. If yes, please furnish details of any such activities. If no, please certify as follows :)

We hereby declare that our consultancy is not indulged in any such activities which can be termed as the conflicting activities under Para 9 *of Terms of reference*. We also acknowledge that in case of misrepresentation of the information, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature (in full and initials):

Name of Title of Signatory: Name of Consultancy agency:

Address:

Name and Title of Signatory:

Name of Bidder: Address

Confidentiality Declaration

We hereby declare that the information supplied by Hafed will be considered as confidential information and our consultancy firm will provide access to the information to our concerned employees only on a “need to know basis”. The information will only be used for purpose mentioned in T.O.R. We also acknowledge that in case of non-compliance, our proposals / contract shall be rejected / terminated by the Employer which shall be binding on us.

Authorized Signature (in full and initials):

Name of Title of Signatory: Name of Consultancy agency:

Address: