

Request for Proposal (RFP)
for
Development, Operation and Maintenance of Mustard Oil
Mill at Rampura, Rewari through PPP mode on Design,
Build, Finance, Operate and Transfer (DBFOT) Basis in the
State of Haryana

Dated: 13th April 2021



ISSUED BY:

HARYANA STATE CO-OPERATIVE SUPPLY AND MARKETING FEDERATION
LIMITED
HAFED BUILDING, SECTOR 5,
PANCHKULA, HARYANA - 134108

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DISCLAIMER

1. The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(s), whether verbally or in documentary or any other form, by the Haryana State Co-operative Supply and Marketing Federation Limited (the “HAFED”) (the “Authority”) or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Bid for qualification pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require.
3. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP 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 RFP and obtain independent advice from appropriate sources.
4. Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
5. The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way with qualification of Bidders for participation in the Bidding Process. The Authority 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 RFP.
6. The prospective Bidders are hereby informed that the Mustard Oil Mill is going to setup at Rampura, Rewari. The Project envisages Design, Built, Finance, Operate and Transfer of the said unit, details of which have been mentioned in this RFP.

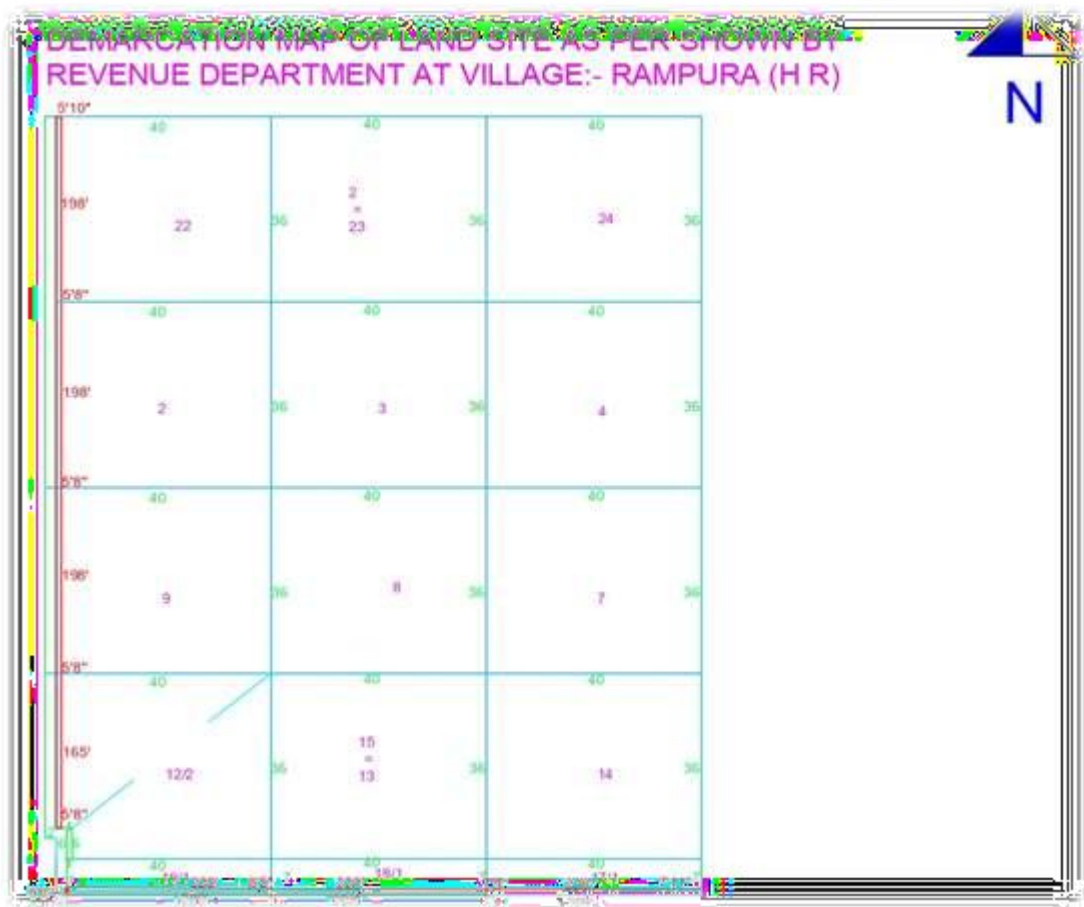
7. The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
8. The issue of this RFP does not imply that the Authority is bound to select or to appoint the Selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Bids or Bids without assigning any reasons whatsoever.
9. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority 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 submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

GLOSSARY

Associate	As defined in Clause 2.2.7
Authority	As defined in Disclaimer
Bid Due Date	As defined in Clause 1.1.4
Bid Validity Period	As defined in Clause 1.2.5
Bidding Documents	As defined in Clause 1.1.6
Bidding Process	As defined in Clause 1.2.1
Conflict of Interest	As defined in Clause 2.2
Consortium	As defined in Clause 2.2.4
Estimated Project Cost	As defined in Clause 1.1.1
Financial Capacity	As defined in Clause 2.2.1
Joint Bidding Agreement	As defined in Clause 2.2.4
Lead Member	As defined in Clause 2.2.4
LoA	Letter of Award
Member	Member of a Consortium
Net Worth	As defined in Clause 2.2.1
PPP	Public Private Partnership
HAFED	Haryana State Co-operative Supply and Marketing Federation Limited
Project	As defined in Clause 1.1.1
Rs. or INR	Indian Rupee
RFP	As defined in the Disclaimer
SPV	As defined in Clause 2.2.4
Technical Capacity	As defined in Clause 2.2.1

NOTICE INVITING BIDS

- i. Haryana State Co-operative Supply and Marketing Federation Limited (“**HAFED**”) (the “**Authority**”) invite proposals “**Bid(s)**” from interested entities (the “**Bidder**” or “**Bidders**”, as the context may require) to submit their Bids for Development, Operation and Maintenance of Mustard Oil Mill (the “**Project**”) located at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis.
- ii. The proposed project site is located at Rampura, district Rewari, in an extent of 12 acres and the proposed crushing capacity of the plant is 150 MTPD. The figure below shows the layout plan of the project site:



*Bidders are encouraged to submit their bids after visiting the Project site and ascertaining themselves with the project and its details.

- iii. The Authority is now desirous of selecting a Bidder (the “**Selected Bidder**”) through competitive bidding process in accordance with the procedure set out herein under this RFP who shall develop, operate and maintain the project for a pre-determined concession period as mentioned in this RFP, through a Special Purpose Vehicle (SPV) incorporated under the Companies Act, 2013.

- iv. The Concessionaire shall be responsible for Designing, Building, Financing, Operating and Maintaining the project in pursuance of the terms and conditions of the Concession Agreement.
- v. The Bidder may be an individual entity or a consortium of entities not exceeding 3 (three) in number.
- vi. Complete Bidding Document comprising of the Request for Proposal Document (including ITB), draft Concession Agreement and Schedules to Draft Concession Agreement can be downloaded from e-procurement website i.e. <https://etenders.hry.nic.in/> (the “Online Portal”) after completing the required user registration process and making an online payment of **Rs. 10,000/- (Rupees Ten Thousand Only)**, as the cost of Bidding Documents through online payment gateway on the Online Portal.
- vii. The Bids must be submitted online at <https://etenders.hry.nic.in/> the manner as set out in the RFP.
- viii. In case Bidders require any further information about the Project or need access to any other documents related to the Project, as available with the Authority or wish to visit the Project Site, they are requested to contact the following persons at the addresses given below but the cost of the visit shall be borne by the Bidders :

General Manager Haryana State Co-operative Supply and Marketing Federation Limited. HAFED Building, Sector 5, Panchkula, Haryana - 134108 Email: hafed.oilmills@gmail.com <u>Mr. Ankush Soni</u> <u>Grant Thornton Bharat LLP (Project Management Consultant)</u> <u>B-406A, 4th Floor L&T Elante Office Building, Industrial Area Phase-1, Chandigarh-160002</u> <u>Phone No.0172-4338000; Mobile No.:9599300918</u> <u>Email Id:- ankush.soni@in.gt.com</u>
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The Bid shall be prepared in English language and all entries must be typed/written in blue/ black ink. Initials of the Authorized Representative of the Bidder must attest all deletions and alterations made while preparation of the Bid.

- ix. The Authority shall not be responsible for any costs or expenses or liabilities incurred by the Bidders in connection with the preparation and delivery of Bids, including costs and expenses related to the visits to the Project Site. The Authority reserves the rights to cancel, terminate, change or modify this procurement process and/or requirements of bidding stated in the RFP, at any time without assigning any reason or providing any notice and without accepting any liability for the same.
- x. The Bids received in response to this invitation/ RFP shall be evaluated based on the Eligibility Criteria specified in this RFP document.

1. INTRODUCTION

1.1 Background

1.1.1 The Haryana Cooperative Marketing Federation Limited (herein after referred to as “**Authority**”) 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 Agroprocessing 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. It is engaged in the procurement of mustard seeds at the Minimum Support Price (MSP) and also involved in the running of the two oil mills located at Narnaul & Rewari (set up in the year 2003) in Haryana. The main product of the mills is `Kachchi Ghani `Agmark' Mustard Oil. In this connection, the Authority is planning to develop the Mustard Oil Mill at Rampura, Rewari. The Authority has decided to invite Bids for selection of prospective Bidder who shall undertake the Development, Operation and Maintenance of the project through Public Private Partnership (the “**PPP**”) mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis. The brief particulars of the Project are:

Name of the Project	Total Area (acres)	Estimated Total Project Cost	Concession Period	PPP Model
Development, Operation and Maintenance the Mustard Oil Mill at Rampura, Rewari through PPP mode	12.00	INR 35 Crores	30 years	Design, Build, Finance, Operate and Transfer (DBFOT)

The Authority intends to select an eligible Bidder, as the Selected Bidder for awarding the Project through an open competitive bidding process in accordance with the procedure set forth herein. The bidder shall be allowed to submit its bids under either of the two options mentioned below:-

- **Option 1: 100% investment by the Private Player/Concessionaire**
- **Option 2: Private Player to invest 26% of the equity. Remaining equity of 74% including land cost shall be contributed by HAFED**

Note:- *The bidders shall be allowed to submit their bids only under one of the options as mentioned above.*

- 1.1.2** The scope of work will broadly include the Development, Operation and Maintenance of the project as per terms and conditions laid down in the Concession Agreement.

In case the bidder chooses to bid under option 1 as mentioned in Clause 1.1 above:

- a) Taking over of the Project Site on “as is where is basis” and plan, design, finance (100%) and establish the facility, including development & completion, marketing, providing relevant assets, equipment, faculty, clearances/approvals, providing ancillary services and amenities related to the project conforming to Building Bye-Laws and Regulations and as per terms of the Concession Agreement and Schedules hereof.
 - b) Design, Development and Completion of the project as per the concept and plan approved by the Design Approval Committee constituted by the Authority and in conformity with the standards set forth in this RFP and the Concession Agreement including, providing installation of all internal and external services.
 - c) Operation and Maintenance of the project for a pre-determined Concession Period as per the terms and conditions specified in this RFP and the Concession Agreement
 - d) Meeting the requirements and norms laid down by the competent authorities regarding development, completion, operation and maintenance of the Mustard Oil Mill , if any.
 - e) Provision of Manpower for the successful operations of the plant and Manufacturing of oil for the Authority.
- ***The Authority shall be entitled to utilize the Project on priority as and when required. In such an event, the ACF shall be reduced proportionately. For example, if the financial quote of the bidder is an ACF amount of Rs 2 crore and HAFED utilizes 50% of the plant capacity in the particular year, the ACF amount to be paid by the private player/concessionaire shall be Rs 1 crore (i.e., 50% of Rs 2 Crore).***
 - In case the Bidder is unable to utilize 100% of the Plant Capacity, the private player/concessionaire shall inform the same to the Authority. The Authority, at its sole discretion shall utilize the balance capacity for its own use. The ACF shall be reduced proportionately in line with the percentage capacity utilized by the Authority as mentioned above.
 - The entire business model for operations including procurement and marketing shall be the responsibility of the Private Player /Concessionaire. Any support required for successful operation of the project can be mutually discussed during the operational phase between the Authority and the Private Player

In case the bidder chooses to bid under option 2 mentioned in Clause 1.1 above: -

- a) Taking over of the Project Site on “as is where is basis” and plan, design, finance (26%) and establish the facility, including development & completion, marketing, providing relevant assets, equipment, faculty, clearances/approvals, providing ancillary services and amenities related to the project conforming to Building Bye-Laws and Regulations and as per terms of the Concession Agreement and Schedules hereof.
- b) Design, Development and Completion of the project as per the concept and plan approved by the Design Approval Committee constituted by the Authority and in conformity with the standards set forth in this RFP and the Concession Agreement including, providing installation of all internal and

- c) Operation and Maintenance of the project for a pre-determined Concession Period as per the terms and conditions specified in this RFP and the Concession Agreement
 - d) Meeting the requirements and norms laid down by the competent authorities regarding development, completion, operation and maintenance of the Mustard Oil Mill , if any.
 - e) Provision of Manpower for the successful operations of the plant and Manufacturing of oil for the Authority.
- Remaining Project Cost of 74% including land cost shall be contributed by the Authority
 - The Private Player/Concessionaire will get a share equal to 26% in the Special Purpose Vehicle (SPV) to be created for the project
 - 26% profit sharing by the Authority to the Private player
 - The Private Player/Concessionaire shall also be allowed to utilize a maximum of 26% of the plant capacity for its own use. The procurement of mustard seeds in such a case shall be the responsibility of the Private player/Concessionaire
 - **The Authority shall have the following broad responsibilities:**
 - Procurement of Mustard Seeds for manufacturing of the oil equivalent to the percentage share of the plant utilization by the authority.
 - Payment of 'operational expenses to the private player/concessionaire for the manufacturing of oil.

1.1.3 The Selected Bidder [single entity or consortium of entities], shall be required to incorporate an SPV under the provisions of Companies Act, 2013 (the **"Concessionaire"**) prior to execution of the Concession Agreement. The Concessionaire along with the Selected Bidder shall be jointly responsible for development, completion , operation and maintenance of the Project under and in accordance with the provisions of the Concession Agreement (the **"Concession Agreement"**) to be entered into between the Concessionaire and the Authority [Selected Bidder shall execute the same as confirming party] in the form provided by the Authority as part of the Bidding Documents.

1.1.4 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Bids shall be prepared and submitted in accordance with such terms on or before the due date specified in Clause 1.3 for submission of Bids (the **"Bid Due Date"**).

1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of work and obligations of the Concessionaire to be set forth in the Concession Agreement or the Authority rights to amend, alter, change, supplement or clarify the scope of work and the license to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted,

Development, Operation and Maintenance of Mustard Oil Mill at Rampura Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana
interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.6 The Authority shall receive Bids pursuant to this RFP in accordance with the terms set forth in this RFP, to be set forth in the Concession Agreement and other documents that are provided or may be provided by the Authority, as modified, altered, amended and clarified from time to time by the Authority (collectively the **"Bidding Documents"**).

1.2 Brief description of Bidding Process

In case of Option 1, the Clause may be read as below:-

- 1.2.1 The Authority has adopted a single stage bidding process (**"Bidding Process"**) for selection of the Bidder for award of the Project. All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Technical Qualification Criteria comprising of Technical Capacity and Financial Capacity conditions (**"Technical Bid"**) and bid price quoting the **Annual Concession Fee** (the **"ACF"**) plus applicable taxes at the prevailing rates payable to the Authority as mentioned in Clause 3.5.1 (**"Bid Price"**) to the Authority in accordance with the terms set forth in the RFP (the **"Financial Bid"**) which shall essentially be more than **Rs. 2 crores (Rupees Two Crores Only)**. In case, the bidder submits the financial bid containing the ACF less than the reserve price then in such an event the bidder shall be declared disqualified and its bid shall stand rejected. **The ACF shall increase at the rate of 5% every 3 years.**

In case of Option 2, the above Clause may be read as below:-

The Authority has adopted a single stage bidding process (**"Bidding Process"**) for selection of the Bidder for award of the Project. All Bidders for the Project shall simultaneously submit their relevant qualification details for the purpose of meeting Technical Qualification Criteria comprising of Technical Capacity and Financial Capacity conditions (**"Technical Bid"**) **and bid price quoting the Operational Expenses per MT of Oil Manufactured plus applicable taxes at the prevailing rates payable by the Authority to the Concessionaire as mentioned in Clause 3.5.1 ("Bid Price") in accordance with the terms set forth in the RFP (the "Financial Bid")**

- 1.2.2 In the first step, Technical Bid of all Bidders shall be evaluated as to whether they are responsive in terms of Clause 2.18 and meet the Technical Qualification Criteria as set forth in Clause 2.2.1 of this RFP for undertaking the Project. The Financial Bids of only those Bidders who are considered responsive and meet the Technical Qualification Criteria (the **"Qualified Bidder(s)"**) will be opened and evaluated for the purpose of identifying the Selected Bidder for the Project.
- 1.2.3 For participation in the e-tendering process, the Bidders need to register themselves on e-procurement website: <https://etenders.hry.nic.in/>. On registration Bidder shall be provided with a User ID and a system generated password enabling them to submit their Bid along with Digital System Certificate (DSC). Bids have to be submitted online latest by the dates as specified above, and as per procedure laid down in Section 2.11 to 2.15. Bid submitted through any other mode shall not be entertained. However, Technical Proposal shall be submitted online and

physically, latest by the dates as specified above and as per procedure laid down in Section 1.2. Bids without digital signatures will not be accepted by the e-procurement system. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily. The Instructions to Bidders (ITB) of the RFP document can be downloaded from the e-procurement website i.e. <https://etenders.hry.nic.in/> after making an online payment of **Rs.10,000/- (Rupees Ten Thousand Only)**, through online payment gateway, as the cost of the Bidding Documents. The above schedule is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Further, the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

- 1.2.4 The Bidders would be required to furnish information specified in this RFP. The Bidders are requested to visit the Project Site to familiarize themselves with the Project at this stage itself. The Bidders interested in visiting the Project Site are requested to contact the Authority. The cost of Project Site visit shall be borne by the Bidders.
- 1.2.5 The Bid shall be valid for a period of not less than 180 (one hundred and eighty) days from the date specified in the RFP for submission of Bids (the “**Bid Validity Period**”).
- 1.2.6 In terms of this RFP, a Bidder will be required to deposit, along with its Bid, a bid security for an amount of **Rs. 5 Lakhs (Rupees Five Lakhs Only)** (the “**Bid Security**”), **Online through e-tendering Portal or in the form of Bank Guarantee** as per the format provided at **Appendix II: Bank Guarantee for Bid Security** refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security pursuant to the provisions of the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or an unconditional and irrevocable bank guarantee acceptable to the Authority and in such an event, the validity period of the bank guarantee, as the case may be, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The bank guarantee shall be uploaded online.

1.3 Schedule of Request for Proposal (RFP) Process

The Authority shall endeavor to adhere to the following schedule

S.No.	Event/ Activity Description	Target date/time period
1.	Issuance of Request for Proposal Document (RFP)	13th April 2021

2.	Last Date for Online submission of Bid	21.04.2021 (17.00 hrs.)
3.	Opening of Technical Proposal	22.04.2021 (12.30 hrs.)
4.	Announcement of qualified Bidders	26.04.2021
5.	Opening of Financial Proposal	28.04.2021 (15.00 hrs.)

2.

INSTRUCTIONS TO BIDDERS

A.

GENERAL

2.1 General Terms of Bidding

- 2.1.1 The Authority wishes to receive Bids for selection of an experienced and capable Bidder for the Project who meets the Technical Qualification Criteria as mentioned in Clause 2.2.1.
- 2.1.2 Subsequently, the Financial Proposal of qualified Bidders shall be opened and evaluated.
- 2.1.3 The Bidders shall be responsible for all the costs associated with the preparation of their Bids and their participation in the Bidding Process. The Authority shall not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.
- 2.1.4 For participation in the e-tendering process, the Bidders need to register themselves on the e-procurement website i.e. <https://etenders.hry.nic.in/> registration they shall be provided with a User ID and a system generated password enabling them to submit their bid along with Digital System Certificate (DSC) and for further information which can be accessed as from the website as mentioned in Clause 1.2.3.
- 2.1.5 Bids without digital signatures will not be accepted online on the e-procurement website i.e., <https://etenders.hry.nic.in/>. No Bid will be accepted only in physical form and in case it has been submitted only in the physical form it shall be rejected summarily.

2.2 Eligibility of Bidder

- i. The Bidder may be a single entity or a group of entities (the “**Consortium**”) not more than 3 (three) members coming together to implement the Project. However, no Bidder applying individually or as a member of a Consortium, as the case may be, can be member of another Bidder. The term ‘Bidder’ used herein would apply to both a single entity and a Consortium.
- ii. A Bidder may be a Sole Proprietorship, Partnership firm or a Company (Public or Private Ltd.) incorporated under the Companies Act 1956/2013 or any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. **All the entities shall be required to submit proof of their statutory registration/ incorporation as per their respective governing statutes/ acts.** Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2(iii)(f) below.
- iii. The Bidder shall not have a conflict of interest (the “**Conflict of Interest**”) that affects the Bidding Process. Any Bidder found to have Conflict of Interest shall be disqualified. The Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- a) The Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of the Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five percent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in Section 72 of the Companies Act, 2013. For the purposes of Clause 2.2, indirect shareholding held through one or more intermediate persons shall be computed as follows: (a) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (b) subject always to sub-clause(a) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub- clause (b) if the shareholding of such person in the intermediary is less than 26% (twenty six percent) of the subscribed and paid up equity shareholding of such intermediary; a constituent of such Bidder is also a constituent of another Bidder; or
- b) Such Bidder, or any Associate thereof, receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
- c) Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
- d) Such Bidder, or any Associate thereof, has a relationship with another Bidder, or any Associate thereof, directly or through common third party/ parties, that puts either or both of them in a position to have access to each other's information about, or to influence the Bid of either or each other; or
- e) Such Bidder or any Associate thereof, has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.
- f) Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its

Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such adviser is engaged after a period of twelve months from the date of completion of Bid submission.

- iv. In case a Bidder is a Consortium, then the term Bidder as used in this clause, shall include each Member of such Consortium.

2.2.1 To be eligible for opening of Financial Bid, a Bidder shall be required to fulfill the following conditions of eligibility as below:

A. Technical Capacity: The bidder shall have:

- i. Experience of development of at least 1 (One) edible oil project wherein the investment should not be less than Rs. 20 Crores (Rupees Twenty Crores Only); or
- ii. Experience of development of at least 2 (Two) Food Processing projects wherein the investment of each project should not be less than Rs. 20 Crores (Rupees Twenty Crores Only); or
- iii. Experience of development of at least 1 (One) or Multiple Food Processing projects wherein the cumulative investment should not be less than Rs. 50 Crores (Rupees Fifty Crores Only); and
- iv. A valid FSSAI License

B. Financial Capacity:

- i. The Bidder shall have an average annual Turnover of **Rs. 40 Crores (Rupees Forty Crores only)** in last 3 (three) Financial Years (2017-18; 2018-19; 2019- 20)
- ii. The Bidder shall have a minimum Net Worth of **Rs. 9 Crores (Rupees Nine Crores only)** at the closing of the preceding Financial Year before the Bid Due Date. The net worth should also be positive in last three financial years.
- iii. In case of a Consortium, the combined Technical Capacity, Turnover and Net Worth of those Members, who have and shall continue an equity share of at least 26% (twenty-six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 2 (Two) years from the date of commercial operations of the Project, hold equity share capital of not less than 26% (twenty-six per cent) of the subscribed and paid up equity of the SPV.

2.2.2 The Bidders shall enclose with its Bid, to be submitted as per the format at **APPENDIX I** complete with its Annexes, the following:

- i. **Certificate(s) from Statutory Auditors of the Bidder stating the payments investment made and the works commissioned, as the case may be, during the past 10 (ten) years in respect of the projects specified in Clause 2.2.1 (A) above.** In case a particular job/ contract has been jointly executed by the Bidder (as part of a Consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its Statutory Auditor or the client; and
- ii. **Certificate from Statutory Auditors of the Bidder or its Associates specifying the Net Worth of the Bidder,** as at the close of the preceding Financial Year, and also specifying that the methodology adopted for calculating such Net Worth confirms to the provisions of this Clause 2.2.2(ii) of the RFP.

2.2.3 **The Bidder should submit a Power of Attorney as per the format prescribed under Appendix-III, authorizing the signatory of the Bid to commit the Bidder. The Power of Attorney should be supported by a Board Resolution confirming the Authorized Signatory. In the case of a Consortium, the Members should submit a Power of Attorney in favor of the Lead Member as per format prescribed under Appendix-IV.**

2.2.4 Where the Bidder is a single entity, it may be required to form an appropriate Special Purpose Vehicle, incorporated under the Indian Companies Act, 2013 (the “**SPV**”), to execute the Concession Agreement and implement the Project. In case the Bidder is a Consortium, it shall, in addition to forming an SPV to comply with the following additional requirements:

- (a) Number of members in a Consortium shall not exceed 3 (three);**
- (b)** The Bid submitted by the Consortium should contain the information required for each Member of the Consortium;
- (c)** Members of the Consortium shall nominate 1 (one) Member as the lead member (the “**Lead Member**”), who shall have an equity share holding of at least 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other Members of the Consortium;
- (d)** The Bid should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
- (e)** an individual Bidder cannot at the same time be Member of a Consortium applying for the Bid; and
- (f)** Members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified under Appendix-V (the “**Joint Bidding**”

Agreement”). The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:

- i. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, which would enter into the Concession Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Concession Agreement, in case the concession to undertake the Project is awarded to the Consortium;
- ii. clearly outline the proposed roles and responsibilities, if any, of each Member;
- iii. commit the minimum equity stake to be held by each Member;
- iv. **In case of option 1, the Clause may be read as below:-**

commit that each of the Members, whose Technical Capacity and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such Member shall, for a **period of 3 (three) years** from the date of commercial operations of the Project, hold equity share capital not less than 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV;

In case of option 2, the above Clause may be read as below:-

commit that Members, whose Technical Capacity and Financial Capacity will be evaluated for the purposes of this RFP, shall subscribe to 26% (twenty-six per cent) of the paid up and subscribed equity of the SPV cumulatively during the entire duration of the Concession Period

- v. **In case of option 1, the Clause may be read as below:-**

Members of the Consortium undertake that they shall collectively hold an equity shareholding of at least 100% (one hundred percent) of the paid up and subscribed equity of the SPV until date of execution of the Concession Agreement and thereafter hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity of the SPV at all times until the fifth anniversary of the date of commercial operations of the Project; and

In case of option 2, the above Clause may be read as below:-

Deleted

- vi. include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the fifth anniversary of the commercial operations of the Project is achieved in accordance with the Concession Agreement.

- (g) The Lead Member shall be authorized by all members of the Consortium to incur liabilities and receive instructions for and on behalf of any and all Members of the Consortium;
- (h) In case the Consortium is selected as the Selected Bidder, the Lead Member along with other Consortium members shall be jointly and severally liable for the execution of the Project in accordance with the terms of the RFP;
- (i) Any change in the Member(s) of Consortium after submission of the Bid shall result in disqualification of the Bidder; and;
- (j) The Bid shall be legally binding on all the members of the Consortium
- (k) Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

2.2.5 Any entity (the Bidder, its Member, or Associate was, either by itself or as member of a consortium) which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project and the bar subsists as on the date of Bid, would not be eligible to submit a Bid, either individually or as member of a Consortium.

2.2.6 A Bidder including any Consortium Member or Associate should have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Bidder, Consortium Member or Associate. Provided, however, that where a Bidder claims that its disqualification arising on account of any cause or event specified in this Clause 2.2.6 is such that it does not reflect (a) any malfeasance on its part in relation to such cause or event; (b) any willful default or patent breach of the material terms of the relevant contract; (c) any fraud, deceit or misrepresentation in relation to such contract; or (d) any rescinding or abandoning of such contract, it may make a representation to this effect to the Authority for seeking a waiver from the disqualification hereunder and the Authority may, in its sole discretion and for reasons to be recorded in writing, grant such waiver if it is satisfied with the grounds of such representation and is further satisfied that such waiver is not in any manner likely to cause a material adverse impact on the Bidding Process or on the implementation of the Project.

2.2.7 In computing the Technical Capacity and Financial Capacity of the Bidder/Consortium Members under Clauses 2.2.1 and 3.2, the Technical Capacity and Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership,

directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Applicant or the Consortium Member shall be provided to demonstrate that a person is an Associate of the Bidder or the Consortium as the case may be.

2.2.8 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making due provision for incorporation of the requested information;
- (b) Information supplied by a Bidder (or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the Bid, Bidders should demonstrate their capabilities in accordance with Clause 3.1 below; and
- (d) In case the Bidder is a Consortium, each Member should substantially satisfy the Eligibility Criteria to the extent specified herein.

2.2.9 While the process is open to persons from any country, the following provisions shall apply:

- (a) Where, on the date of the Bid, 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital in the Bidder or its Member is held by person resident outside India or where a Bidder or its Member is controlled by person resident outside India; or
- (b) *if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty-five per cent) or more of the aggregate issued, subscribed and paid-up equity share capital or control, by person's resident outside India, in or of the Bidder or its Member;

***Note:** - Bidders shall be bound to follow the applicable RBI guidelines issued in respect of FDI from time to time. Any violation of such applicable RBI guidelines shall not in case render the Authority liable in any manner whatsoever.

Then the qualification of such Bidder or in the event described in sub clause (b) above, the continued qualification of the Bidder shall be subject to approval of the Authority from the perspective of national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Bidder.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial

ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Bidder shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Bidder liable for disqualification from the Bidding Process.

- 2.2.10 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years or 1 (one) year, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.

2.3 Change in Ownership

2.3.1 In case of Option 1, the Clause may be read as below:-

By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 5th (fifth) anniversary of the date of commercial operations of the Project, hold equity share capital representing not less than 26% (twenty-six per cent) of the subscribed and paid-up equity of the Concessionaire.

In case of Option 2, the above Clause may be read as below:-

By submitting the Bid, the Bidder acknowledges that it was qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, during the entire duration of the concession period, hold 26% (twenty-six per cent) of the subscribed and paid-up equity of the SPV

- 2.3.2 The Bidder further acknowledges and agrees that the aforesaid obligation shall be the minimum and shall be in addition to such other obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such there under. For the avoidance of doubt, the provisions of this Clause 2.3.1 shall apply only when the Bidder is a Consortium.
- 2.3.3 By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a member of the Consortium or an Associate whose Technical Capacity and/ or Financial Capacity was taken into consideration for the purposes of short-listing and qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority

may, in its sole discretion, disqualify the Bidder or withdraw the LoA from the Selected Bidder, as the case may be.

2.3.4 In case of Option1, the Clause may be read as below:-

In the event such change in control occurs after signing of the Concession Agreement but prior to the 5th (fifth) anniversary of the date of commercial operation of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

In case of Option 2, the above Clause may be read as below:-

In the event such change in control occurs after signing of the Concession Agreement and during the entire concession period, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Concession Agreement or otherwise.

2.4 Number of Bids and Costs thereof

2.4.1 No Bidder shall submit more than one Bid for the Project. A Bidder applying individually or as a member of a Consortium shall not be entitled to submit another Bid either individually or as a member of any Consortium as the case may be. In response to this Bid any Bidder who submits or participate in more than one Bid shall be disqualified.

2.5 Site Visit and Verification of Information

Bidders are encouraged to submit their respective Bids after visiting the Project Site and ascertaining for themselves the location, surroundings, climate, availability of power, water and other utilities for re-development, access to site, weather data, applicable laws and regulations or any other matter considered relevant by them. The Bidders shall visit the Project Site in accordance with the provision of Clause 1.2.4.

2.6 Acknowledgement by Bidder

2.6.1 It shall be deemed that by submitting the Bid, the Bidder has:

- I. Made a complete and careful examination of the RFP;
 - II. Received all relevant information requested from the Authority;
 - III. Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP or furnished by or on behalf of the Authority or relating to any of the matters referred in Clause 2.5 above; and
 - IV. Agreed to be bound by the undertakings provided by it under and in terms hereof.
- 2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to RFP or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to Accept or Reject any or all Bid/ Bids

- 2.7.1 Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Bid and to annul the bidding process and reject all Bids, at any time without any liability whatsoever or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event the Authority rejects or annuls all the Bid/Bids, it may, in its discretion, invite all Bidder / Bidders to submit fresh Bid /Bids hereunder.
- 2.7.2 The Authority reserves the right to reject any Bid and/or disqualify the Bidder if:
- a) at any time, a material misrepresentation is made or uncovered; or
 - b) the Bidder does not provide, within the time specified by the Authority, the supplemental information sought by Authority for evaluation of the Bid.
- 2.7.3 If the Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:
- a) invite the remaining Bidders to match the Highest Bidder/ submit their Bids in accordance with the RFP; or
 - b) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
- 2.7.4 In case it is found during the evaluation or at any time before signing of the Concession Agreement or after execution of the Concession Agreement and during the period of subsistence thereof, including the Concession thereby granted by the Authority, that one or more of the qualification conditions have not been met by the Bidder or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if

not yet appointed as the Concessionaire either by issue of the LoA or entering into of the Concession Agreement, and if the Bidder has already been issued the LoA or has entered into the Concession Agreement, as the case may be, 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 Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Bidder and without prejudice to any other right or remedy which the Authority may have under this RFP the Bidding Documents, the Concession Agreement or under applicable law.

- 2.7.5 The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP. Any such verification or lack of such verification by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. DOCUMENTS

2.8 Contents of the RFP

This RFP comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10

Invitation for Bids

Section 1	Introduction
Section 2	Instructions to Bidders
Section 3	Criteria for evaluation
Section 4	Fraud and corrupt practices
Section 5	Pre-Bid Conference
Section 6	Miscellaneous

Appendices

- I. Letter comprising the Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Power of Attorney for Lead Member of Consortium
- V. Joint Bidding Agreement for Consortium
- VI. Guidelines of the Department of Disinvestment
- VII. Self-Undertaking
- VIII. Self-Assessment Performa
- IX. (A) Financial Proposal- Cover Letter
(B) Financial Proposal

2.9 Clarifications

- 2.9.1 The Bidders may upload their queries on <https://etenders.hry.nic.in/> or email the same to hafed.oilmills@gmail.com with a cc to ankush.soni@in.gt.com in the

format specified below. The document containing the pre-proposal queries to be uploaded shall bear the following identification:

"Queries concerning RFP for Development, Operation & Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana"

S. No.	Clause/Page No.	Content of the RFP requiring clarifications	Change/clarification requested
1.			
2.			
3.			

2.9.2 The Bidders should send in their queries at least 2 (two) days prior to the Pre-Bid Conference date specified in the Schedule 1.3 of the RFP. The Authority shall endeavor to respond to the queries within the period specified therein.

Thereto, but no later than 7 (seven) days prior to the Bid Due Date, the Authority may choose to upload the responses on the e-procurement website i.e. <https://etenders.hry.nic.in/> specified in the RFP advertisement.

2.9.3 The Authority shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.4 The Authority may, on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFP. Verbal clarifications and information given by the Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFP

2.10.1 At any time prior to the deadline for submission of Bid, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder, modify the RFP by the issuance of Addendum.

2.10.2 Any Addendum thus issued will only be uploaded on the e-procurement website i.e. <https://etenders.hry.nic.in/>

2.10.3 In order to afford the Bidders a reasonable time in which to take an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

C. PREPARATION & SUBMISSION OF BID

2.11 Language

2.11.1 The Bid and all related correspondence and documents should be written in the English language. Supporting documents and printed literature uploaded on website by the Bidder with the Bid may be in any other language provided that they are accompanied by appropriate translations of the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.

2.11.2 All communication provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of different in amounts stated in figures and words, the amount stated in words only will be taken as correct and final.

2.12 Format & Signing of Bid

2.12.1 The Bidder shall provide all information sought under this RFP. The Authority would evaluate only those Bids that are received in the required format and complete in all respects. Incomplete and / or conditional Bids shall be liable for rejection.

2.12.2 The Bid shall be stamped and signed by the Authorized Signatory of the Bidder. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid. The Bid shall contain page numbers.

2.13 Bid Due Date

2.13.1 The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum for all Bidders as mentioned in Clause 2.10 above

2.14 Late Bids

2.14.1 Bids received by the Authority after the Bid Due Date shall not be eligible for consideration and shall be summarily rejected. The Authority shall not be responsible for any delay in submission of the same.

2.15 Modification/ Substitution/ Withdrawal of Bids

2.15.1 The Bidder may modify, substitute or withdraw its Bid after submission provided that written notice of the modification, substitution or withdrawal is received by the

Authority within the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder after the Bid Due Date.

- 2.15.2 Any alteration/ modification in the Bid or additional information material supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.16 Submission of Bid

Scanned copy of the Technical Bid shall be submitted online on the e-procurement portal i.e. <https://etenders.hry.nic.in/> on or before the Bid Due Date and Technical Proposal in physical form shall be submitted in the office of the Authority on the date as mentioned in Clause 1.3 of this RFP document. Technical Proposals of the Bidders who fail to submit the Technical Proposal in the physical form shall not be opened online and will be rejected. The Financial proposal shall be submitted only online in the format available on the e-procurement portal.

D. Evaluation Process

2.17 Opening & Evaluation of Bids

- 2.17.1 The Authority would open the Bids as per the schedule specified in Clause 1.3 of this RFP in the presence of the Bidders who choose to attend.
- 2.17.2 Bids for which a notice of withdrawal has been submitted in accordance with Clause 2.15 shall not be opened.
- 2.17.3 The Authority would subsequently examine and evaluate Bids in accordance with the provisions set out in **Section 3** on "Criteria for Evaluation of Bids".
- 2.17.4 Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 2.17.5 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its consultants, agents, successors or assigns, but shall be binding against the Bidder if any Project is subsequently awarded to it under the Bidding Process on the basis of such information.
- 2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any Bid without assigning any reasons.
- 2.17.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant project from computation of the Technical Capacity of the Bidder.
- 2.17.8 In the event the Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Technical Capacity.

Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the provisions of Clauses 2.7.1 and 2.7.4.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to or matters arising out of or concerning the Bidding Process. The Authority shall treat all information, submitted as part of Bid, in confidence and would require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.19 Tests of Responsiveness

2.19.1 Prior to evaluation of Bids, the Authority will determine whether each Bid is responsive to the requirements of the RFP. A Bid shall be considered responsive only if:

- a) It is received as per formats given in this RFP;
- b) It is received within the Bid Due Date including any extension thereof pursuant to Clause 2.13;
- c) It is signed, stamped and marked as stipulated in Clauses 2.12;
- d) It contains the Bid Security of **Rs. 5 Lakhs (Rupees Five Lakhs Only)** in form of an irrevocable and unconditional Bank Guarantee as per the format Appendix II;
- e) It is accompanied by the Power of Attorney as specified in Clause 2.2.3 and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.3 as per the formats Appendix III and Appendix IV respectively;
- f) It contains all information (complete in all respects) as stipulated in the RFP;
- g) It contains information as per the formats specified in this RFP. Non-adherence to the formats may be a ground for declaring the Bid as non-responsive;
- h) It contains certificates from its Statutory Auditors/Chartered Accountant in the formats specified at **Annexure II: Technical Capacity of Bidder of the RFP for each Eligible Project and at Annexure III: Financial Capacity of Bidder;**
- i) It is accompanied by the Joint Bidding Agreement (applicable in case Bidder is

Consortium), specific to the Project, as stipulated in Clause 2.2.4 as per the format Appendix V;

j) It does not contain any condition or qualification; and

k) It is not non-responsive in terms hereof.

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

2.20 Clarifications from Bidders

2.20.1 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarifications shall be provided within the time specified by the Authority for this purpose. Any request for clarifications and all clarifications shall be in writing.

2.20.2 If the Bidder does not provide clarifications sought under Clause 2.19.1 within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Authority may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Authority.

2.21 Proprietary Data

2.21.1 All documents and other information supplied by the Authority or submitted by the Bidder to the Authority shall remain or become the property of the Authority. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The Authority shall not return any Bid or any information provided along therewith.

2.22 Correspondence with Bidder

2.22.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

3.

CRITERIA FOR EVALUATION OF BIDS

3.1 Evaluation parameters

- 3.1.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2 of this RFP above shall qualify for participation in the Bidding Process. Bids of firms/ consortia who do not meet these criteria shall be rejected.
- 3.1.2 The Bidder's competence and capability is proposed to be established on the following parameters:
1. Technical Capacity
 2. Financial Capacity

3.2 Details of Experience

- 3.2.1 The Bidder should furnish the details of Eligible Experience for the past 10 (Ten) years preceding the Bid Due Date.
- 3.2.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at **Annexure II: Technical Capacity of Bidder of Appendix I: Letter Comprising the Bid.**

3.3 Financial Information for the Purpose of Evaluation

- 3.3.1 **The Bid must be accompanied by Audited Annual Reports of the Bidder (of each member in case of a Consortium and of the Associate if relying on the Turnover & Net-worth of Associate for the purpose of qualification) for the last 3 (three) financial years, preceding the Bid Due Date.**
- 3.3.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
- 3.3.3 **The Bidder must establish average annual Turnover and minimum Net Worth specified in Clause 2.2.1 (B) and provide details as per format at Annexure III: Financial Capacity of Bidder of Appendix I: Letter Comprising the Bid.**

3.4 Short listing of Bidders

- 3.4.1 The Authority shall qualify and shortlist the Bidders who fulfill the stipulated Technical and Financial Capacity criteria as set out in this RFP, along with the other conditions of the RFP.

- 3.4.2 The Authority will notify the other Bidders also who do not fulfill either or both of the Technical and Financial Capacity. The Authority will not entertain any query or clarification from Bidders who fail to qualify.

3.5 Selection of Bidder

In case of Option 1, the Clause may be read as below:-

- 3.5.1 The Authority would open the Bid as per the schedule specified in Clause 1.3. **Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the highest “Annual Concession Fee (ACF)” payable to the Authority payable annually for the concession granted shall be ranked as H1 Bidder** and all other Bidders shall be placed below and ranked accordingly as H2 or H3 Bidder depending upon their quoted ACF. Subject to the provisions of this Agreement the H1 Bidder shall be declared as the Selected Bidder. Any Bidder who quotes Annual Concession Fee lower than the Reserve Price shall be disqualified from the Bidding Process.

In Case of Option 2, the above clause may be read as below:-

The Authority would open the Bid as per the schedule specified in Clause 1.3. Bidder whose Bid is adjudged as responsive in terms of Clause 3.2.1 and who quotes the lowest “Operational Expenses per MT of oil manufactured’ payable by the Authority shall be ranked as L1 Bidder and all other Bidders shall be placed below and ranked accordingly as L2 or L3 Bidder depending upon their quoted operational expenses per MT of Oil Manufactured. Subject to the provisions of this Agreement the H1 Bidder shall be declared as the Selected Bidder. Any Bidder who quotes Annual Concession Fee lower than the Reserve Price shall be disqualified from the Bidding Process.

- 3.5.2 In the event that two or more Bidders quote the same amount of Annual Concession Fee (the “**Tie Bidders**”), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.5.3 In the event that the Highest Bidder withdraws or is not selected for any reason in the first instance (the “**first round of bidding**”), the Authority may invite all the remaining Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Highest Bidder (the “**second round of bidding**”). If in the second round of bidding, only one Bidder matches the Highest Bidder, it shall become the Selected Bidder. If two or more Bidders match the said Highest Bidder in the second round of bidding, then the Bidder whose Bid was higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth highest Bidders in the first round of bidding offer to match the said Highest Bidder in the second round of bidding, the said third highest Bidder shall be the Selected Bidder.
- 3.5.4 In the event that no Bidder offers to match the Highest Bidder in the second round of bidding as specified in Clause 3.3.3, the Authority may, in its discretion, invite

fresh Bids (the **“third round of bidding”**) from all Bidders except the Highest Bidder of the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided, however, that in such third round of bidding only such Bids shall be eligible for consideration which are higher than the Bid of the second highest Bidder in the first round of bidding.

- 3.5.5 Notwithstanding anything to the contrary contained in this RFP, the Authority reserves the right to reject or annul the Bidding Process and/ or reject any Bid at any stage without assigning any reason. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

Note: - While Bidders are allowed to submit their proposals under any of the 2 options mentioned above, the final decision to select the Bidder (the “Selected Bidder”) shall be at the discretion of the Authority.

3.6 Award of the Project

- 3.6.1 After selection, a Letter of Award (the **“LoA”**) shall be issued by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Bidder may be considered.
- 3.6.2 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the period prescribed in Clause 1.3. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

3.7 Contacts During Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/or their employees/ representatives on matters related to the Bids under consideration.

3.8 Dispute Resolution

- 3.8.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the **“Dispute”**) shall, in the first instance,

Development, Operation and Maintenance of Mustard Oil Mill at Rampura Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana
be attempted to be resolved amicably.

3.8.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

3.8.3 Arbitration

In the event of any question, dispute or difference arising between the parties in relation to this agreement or in connection therewith the same shall be referred to the sole arbitrator to be appointed by the Authority. The award of the Arbitrator will be final and binding upon both the parties. The Arbitrator proceedings will be governed under the Arbitration and Conciliation Act, 1996 and the seat of the Arbitrator will be at Chandigarh.

4.

FRAUD & CORRUPT PRACTICES

- 4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority shall reject a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.
- 4.2 Without prejudice to the rights of the Authority under Clause 4.1 hereinabove, if a Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- 4.3 For the purposes of this Section 4 Fraud & Corrupt Practices, the following terms shall have the meaning hereinafter respectively assigned to them:
- I. **“Corrupt Practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Bidding Process or the LoA or has dealt with matters concerning the Concession Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under Clause 2.2, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LoA or after the execution of the Concession Agreement, as the case maybe, any person in respect of any matter relating to the Project or the LoA or the Concession Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - II. **“Fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
 - III. **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the Bidding Process;
 - IV. **“Undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing,

lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- V. **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

PRE-BID CONFERENCE

- 5.1 The Pre-Bid Conference shall be convened at the designated date, time and place to be specified.
- 5.2 A maximum of 3 (three) representatives from each Bidder shall be allowed to participate on production of authority letter from the Bidder.
- 5.3 During the course of Pre-Bid conference, the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority in writing. The Authority shall endeavor to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

6.

MISCELLANEOUS

6.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Chandigarh, India shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in-connection with the Bidding Process.

6.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- I. Suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
- II. Consult with any Bidder in order to receive clarification or further information;
- III. Pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information;
- IV. Retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder;
- V. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder; and/or
- VI. Supplement/Modify/Amend/Alter the terms of grant of concession pursuant to this RFP, or technical/financial or any other parameter for selection or evaluation of the Bidders or any terms and conditions of this RFP.

6.2.1. In order to afford the bidders a reasonable time for taking addendum/ supplement/ modification etc. into account or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date and time.

6.3. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection herewith and waives any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or future.

CHECKLIST OF SUBMISSIONS

S.no.	Enclosures to the Bid	Status (Submitted/Not Submitted)	Comments if any
1.	Receipt of deposit of Rs. 10,000/- (Rupees Ten Thousand Only)		
2.	Bid Security Online or in the form of Bank Guarantee of Rs. 5 Lakhs (Rupees Five Lakh Only)		
3.	RFP and Draft Concession Agreement (DCA) each page duly signed by the Authorized Person is to be returned acknowledging the terms and conditions thereof		
3.	Appendix I: Letter comprising the Bid		
	Annexure I: Details of Bidder		
	Annexure II: Technical Capacity of Bidder (A): Format for Development Experience (B) :Format for Operational Experience		
	Annexure III: Financial Capacity of the Bidder		
	Annexure IV: Statement of Legal Capacity		
	Appendix II: Bank Guarantee for Bid Security		
	Appendix III: Format for Power of Attorney for Signing of Bid		
	Appendix IV: Format for Power of Attorney for Lead Member of Consortium.		
	Appendix V: Joint Bidding Agreement by Consortium		
	Appendix VI: Guidelines of the Department of Disinvestment		
	Appendix VII: Self - Undertaking		
	Appendix VIII: Self-Assessment Performa		
	Appendix IX(A): Financial Proposal – Cover Letter		
	Appendix IX(B): Financial Proposal		

APPENDIX I: LETTER COMPRISING THE BID (On the Letterhead of the Bidder/ Lead Member in case of consortium)

Date:

Place:

To

The General Manager

Haryana State Co-operative Supply and Marketing Federation Limited (HAFED)

HAFED Building, Sector 5, Panchkula,

Haryana - 134108

Sub: Development, Operation and Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana

Dear Sir,

1. With reference to your RFP document dated, I/We, having examined the RFP document and understood its contents, hereby submit my/our Bid under Option1/2 **(Please specify the option under which you are submitting the proposal)** for the aforesaid Project. The Bid is unconditional in all respects.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for the aforesaid project, and we certify that all information provided in the Bid and in Annexure I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the Development, Operation and Maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. We certify that we/ any of the Consortium Members or our/ their Associate have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award, nor been expelled from any Project or contract nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.

- b. I/ We do not have any conflict of interest in accordance with Clauses 2.2(iii) of the RFP;
 - c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Section on Fraud & Corrupt Practices of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State;
 - d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section on Fraud & Corrupt Practices of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice;
 - e. I/ We hereby certify and confirm that in the preparation and submission of this Bid, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive, restrictive or monopolistic trade practice;
 - f. I/ We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Bid; and
 - g. I/ We, are not barred by the Authority, or any state government or any of their agencies from participating in similar projects.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Financial Turnover and Net Worth criteria and meet(s) the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/any other Consortium applying for the Bid
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.

13. I/ We further certify that no investigation by a regulatory authority is pending either against us / any Member of the Consortium or against our/ their Associates or against our CEO or any of our Directors/ Managers/ Employees.
14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process. A copy of the aforesaid guidelines form part of the RFP at Appendix-VI thereof.
15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
16. I/ We hereby submit the Statement of Legal Capacity as per format provided at Annexure IV: Statement of Legal Capacity with this Letter Comprising the Bid.
17. I/ We hereby submit the Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II: Format for Power of Attorney for signing of Bid and Appendix III: Format for Power of Attorney for Lead Member of Consortium respectively of the RFP, is also enclosed.
18. . I/ We, hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
19. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
20. I/ We certify that in terms of the RFP, my/ our Financial Turnover is Rs. _____ (Rs. in words) and Net worth is INR. (INR. in words) and meet the Eligibility Criteria as mentioned in Clause 2.2.1 (A) of this RFP document.
21. We agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement.

In witness thereof, I/We submit this Bid under and in accordance with the terms of the RFP.

Yours faithfully,

Date:

Signature, Name and Designation of the Authorized Signatory

Place: Name and Seal of the Bidder/ Lead Member

Annexure I: Details of Bidder

1.
 - (a) Name:
 - (b) Country of incorporation/ registration:
 - (c) Address of the Corporate Headquarters and its Branch Office(s), if any, in India:
 - (d) Date of Incorporation and/ or Commencement of Business:
2. Brief description of the entity including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of Individual(s) who will serve as the Point of Contact/ Communication for THE AUTHORITY:
 - (a) Name:
 - (b) Designation:
 - (c) Entity:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:
5. In case of a Consortium:

- (a) The information above (1-4) should be provided for all the members of the Consortium.
- (b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.4 should be attached to the Bid.
- (c) Information regarding role of each member should be provided as per table below:

S.no.	Name of Member	Role*{Refer Clause 2.2.4}	Percentage of equity in the Consortium {Refer Clause 2.2.4}
1.			
2.			
3.			

- (d) The following information shall also be provided for each member of the Consortium:

Name of Bidder /member of Consortium

S.no.	Criteria	Yes	No
1.	Has the Bidder/ Constituent of the Consortium been barred by the Central/ State Government, or any entity controlled by them, from participating in any Project (DBFOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid?		
3.	Has the Bidder/ Constituent of the Consortium paid liquidated damages of more than 5% (five percent) of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract		

6. A statement by the Bidder and each of the members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual noncompliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary):

Date:

Signature, Name and Designation of the Authorized Signatory
Place: Name and Seal of the Bidder/ Lead Member

Annexure II: Technical Capacity of Bidder (To be certified by Statutory Auditor)

(A)

**Format for
DEVELOPMENT EXPERIENCE**

Project Name	Project Location	Project Cost in INR	Date of Completion of the Project	Proof of Project Cost and Completion Enclosed (Yes/No)

Note:

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or Consortium Member in case of Consortium.

In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.7, shall be provided.

The date of commencement and completion of the project and Investment made on the Project needs to be certified by the Statutory Auditor of the Bidder.

This is to certify that _____ (Name of the Bidder) has promoted and developed _____ (Title and nature of the Projects) with a total investment of INR. _____ Crores.

We further certify that the Project was commissioned on _____ (Date) and completed on _____ (Date) and _____ (Name of the Bidder) held _____ % of the equity capital in the Project as on the date of commissioning.

Signature of the Statutory Auditors
(With seal and registration no)

Signature _____

Name _____

Designation _____

Entity _____

Date _____

(B)

**Format for
OPERATIONAL EXPERIENCE (To be certified by Statutory Auditor)**

S.no.	Project Name	Project Location	Years of Project Operation
1.			
2.			
3.			
.....			

Note:

Provide details of only those projects that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or Consortium Member in case of Consortium.

In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.7, shall be provided.

This is to certify that _____ (Name of the Bidder) has operated _____ (Title and nature of the Projects) from the year _____ to Year _____.

Signature of the Statutory Auditors

(With seal and registration no)

Signature _____

Name _____

Designation _____

Entity _____

Date _____

Annexure III: Financial Capacity of Bidder
FORMAT FOR FINANCIAL DATA (To be certified by Statutory Auditor)

1. Turnover related data

All figures in INR Cr.

Description	Past three Financial years (Audited accounts)		
	Year _____	Year _____	Year _____
Operating Revenue			
(add) Other Revenue			
Total Turnover			

2. Net Worth related data for the preceding financial year

All figures in INR Cr

Description	Amount (in INR Cr.)
Subscribed Share Capital	
(add) Paid up Share Capital	
(add) Free Reserves	
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)	.
Net-worth	

* Details of the items included in the non-cash expenses have to be provided.

Note:

1. Audited Balance Sheets, Financial Statements and Annual Reports (where the Bidder is a Company) and Profit & Loss statements of the Bidder (of each Member in case of a Consortium and/ or of an Associate if relying on the financial credentials of an Associate for the purpose of qualification) at the closing of the preceding Financial Year, before the Bid Due Date shall be enclosed. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
 - b. be audited by a Statutory Auditor;
 - c. be complete, including all notes to the financial statements; and
 - d. correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in terms of this RFP;

3. The Bidder shall provide an Auditor's certificate/Chartered Accountant certificate specifying the Net Worth of the Bidder and also specifying the methodology adopted for calculating such Net Worth;
4. For the purposes of this RFP the term Net Worth means following:
 - a. **"Net Worth" for company shall mean** the aggregate value of the paid-up share capital and all reserves created out of profits of the company and securities premium account after deducting aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
 - b. **Net Worth for Partnership Firm would mean:** [Fixed Assets +Trade Receivables + Current Assets] – [Firms Loan +Current Liabilities]
 - c. **Net Worth for Sole Proprietorship would mean:** Total Assets- Total Liabilities

Signature.....

Name:

Designation:

Name of Bidder:

Stamp/ seal:

Date:

Annexure IV: Statement of Legal Capacity

(On the letterhead of the Bidder/ Lead Member of Consortium)

Ref.

Date:

To

The General Manager

Haryana State Co-operative Supply and Marketing Federation Limited (HAFED)

HAFED Building, Sector 5, Panchkula,

Haryana - 134108

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP.

We have agreed that _____ (insert member's name) will act as the Lead Member of our Consortium. *

We have agreed that _____ (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

Authorized Signatory

For and on behalf of

*Please strike out whichever is not applicable.

APPENDIX II: Bank Guarantee for Bid Security

Dated: _____

To

The General Manager
Haryana State Co-operative Supply and Marketing Federation Limited (HAFED)
HAFED Building, Sector 5, Panchkula,
Haryana - 134108

Unconditional and Irrevocable

B.G. No.

1. In consideration of you, _____, having its office at _____, (hereinafter referred to as “**Authority**”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of _____ (name of the Bidder) and having its registered office at _____ (and acting on behalf of its Consortium)¹ (hereinafter referred to as the “**Bidder**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the _____ Project on [DBFOT] basis (hereinafter referred to as “**the Project**”) pursuant to the RFP Document dated _____ issued in respect of the Project and other related documents including without limitation the draft concession agreement (hereinafter collectively referred to as “**Bidding Documents**”), we (Name of the Bank) having our registered office at _____ and one of its branches at _____ (hereinafter referred to as the “**Bank**”), at the request of the Bidder, do hereby in terms of Clause 1.2.6 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of INR. 5.00 Lakhs (Rs. Five Lakhs only) (hereinafter referred to as the “**Guarantee**”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from

¹ Delete reference to Consortium if not applicable

the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR.(Rupees only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. THE AUTHORITY shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties but notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR.Crores (Rupees Crores only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [..... (indicate date falling 180 (one hundred and eighty) days after the Bid Due Date)].

Signed and Delivered by..... Bank

By the hand of Mr./Ms, itsand authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX III: FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(On a Non-Judicial Stamp Paper of appropriate value)

POWER OF ATTORNEY

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), _____ son/daughter/wife _____ and presently residing at _____, who is [presently employed with us/ the Lead Member of our Consortium and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid to the Authority for the Development, Operation and Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana (the "**Project**") proposed or being developed by the _____ (the "Authority") including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bids and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/ or till the entering into of the Concession Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF _____, 20**

For -----
(Signature)

(Signature, name, designation and address)

Witnesses:

1.

[Notarized]

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

Note:

- *To be executed by the sole Bidder or the Lead Member in case of a Consortium as the case may be.*

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*

- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate.*

APPENDIX IV: FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(On a Non-Judicial Stamp Paper of appropriate value)

POWER OF ATTORNEY

Whereas Haryana State Co-operative Supply and Marketing Federation Limited (HAFED) (the “**Authority**”) has invited Bids from interested parties for Development, Operation and Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana (the “**Project**”).

Whereas, _____, _____ and _____ (collectively the “Consortium”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal document (RFP) and other connected documents in respect of the Project,

And Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, _____ having our registered office at _____, and _____ having our registered office at _____, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney (with power to sub delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Concession/ Contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all Bids, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS
POWER OF ATTORNEY ON THIS _____ DAY OF _____ 20**

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

For _____

(Signature)

(Name & Title)

Witnesses:

- 1.
- 2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries conforming Apostille certificate*

APPENDIX V: JOINT BIDDING AGREEMENT FOR CONSORTIUM

(On a Non-Judicial Stamp Paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20...

AMONGST

1.(a Sole Proprietorship, Partnership firm or a Company (Public or Private Ltd.)² incorporated under and having its registered office at (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. (a Sole Proprietorship, Partnership firm or a Company (Public or Private Ltd.)³ registered/ incorporated under and having its registered office at (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns).

AND

3. (a Sole Proprietorship, Partnership firm or a Company (Public or Private Ltd.)⁴ registered/ incorporated under.....and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”.

WHEREAS,

Haryana State Co-operative Supply and Marketing Federation Limited, represented by_____, and having its principal office at HAFED Building, Sector 5, Panchkula, Haryana - 134108 (hereinafter referred to as the “HAFED” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids”) by its Request for Proposal No. dated (the “RFP”) for selection of bidder for **Development, Operation and Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana (the “Project”)**, HAFED (the “**Authority**”).

²Please elect the correct option as per the nature and form of the entity.

³Please elect the correct option as per the nature and form of the entity.

⁴Please elect the correct option as per the nature and form of the entity.

- A. The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- B. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project. The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared as the Selected Bidder and awarded the Project, it shall incorporate a Special Purpose Vehicle (the "SPV") under the Indian Companies Act, 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a. Party of the First Part shall be the Lead member of the Consortium and shall have the Power of Attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the SPV shall become effective;
- b. Party of the Second Part shall be the -----Member of the Consortium
- c. Party of the Third Part shall be the ----- Member of the Consortium; and
- d. The roles and responsibilities of the Members of the Consortium shall be as follows:

- The Party of the First Part (Lead Member) shall be responsible for:

- i.
- ii.

➤ The Party of the Second Part shall be responsible for:

- (i)
- (ii)

➤ The Party of the Third Part shall be responsible for:

- (i)
- (ii)

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP, RFP and the Concession Agreement, till the fifth anniversary of the date of commercial operations of the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the SPV

a. The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

- First Party:
- Second Party:
- Third Party:

b. In case of Option 1, the point may be read as below:-

The Parties together shall be required to hold an equity shareholding of at least 51% (fifty one percent) of the paid up and subscribed equity of the Concessionaire until 5 (five) years from the date of the commercial operations. The Parties undertake that a minimum of 26% (twenty-six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the fifth anniversary of the date of the commercial operations, be held by the Parties of the First, {Second and Third} Part whose Technical Capacity and Financial Capacity have been reckoned for the purposes of qualification and short-listing of Bidders for award of the Project.

In case of Option 2, the above point may be read as below:-

The Parties undertake that they will hold 26% of the subscribed and paid-up equity share capital of the SPV cumulatively, at all times during the entire duration of the Concession Period, be held by the Parties of the First, {Second and Third} Part whose Technical Capacity and Financial Capacity have been reckoned for the purposes of qualification and short-listing of Bidders for award of the Project.

c. In case of Option 1, the point may be read as below:

In addition to the above, the Parties undertake that they shall collectively hold an equity shareholding of at least 100% (one hundred percent) of the paid up and subscribed equity of the Concessionaire until date of execution of the Concession Agreement and thereafter at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the SPV at all times until the 5th (fifth) anniversary of the date of the commercial operations.

In case of Option 2, the above point may be read as below:

Deleted

- d. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the RFP, RFP and more particularly the Concession Agreement.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement; and
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and Board Resolution/ Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the member of the Consortium is annexed to this Agreement, and will not, to the best of its knowledge:
 - i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgment, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances

Development, Operation and Maintenance of Mustard Oil Mill at Rampura Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana

that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement.

- c) This Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the fifth anniversary of the date of commercial operations of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not prequalified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

- a) That in case the project is awarded to the Consortium, the Consortium will carry out all the responsibilities as the Authorize and will comply with all the terms and conditions of the Authorization Agreement as would be entered with the Authority.
- b) This Joint Bidding Agreement shall be governed by laws of India.
- c) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED
AND DELIVERED

SIGNED, SEALED

For and on behalf of

LEAD MEMBER by:
PARTY

SECOND

(Signature):(Signature)

(Name): (Name)

(Designation) (Designation)

(Address) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

THIRD PART

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as Resolution / Power of Attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

APPENDIX VI: GUIDELINES OF THE DEPARTMENT OF DISINVESTMENT

(To be signed & submitted along with the Bid)

No. 6/4/2001-DD-II Government of India

Department of Disinvestment

Block 14, CGO Complex
New Delhi.

Dated 13 July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the Process of Disinvestment.

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- a. In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- b. In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.
- c. In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- d. Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred

an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.

- e. The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- f. Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- g. Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX VII: SELF UNDERTAKING

(On Letter Head of the Bidder/All the members in Case of a Consortium)

Ref.

Date:

To

The General Manager

Haryana State Co-operative Supply and Marketing Federation Limited (HAFED)

HAFED Building, Sector 5, Panchkula,

Haryana - 134108

Sub: Development, Operation and Maintenance of Mustard Oil Mill at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana

Dear Sir/Madam,

I/We (Name of the Bidder) hereby take that I/We (Name of the Bidder) have not been debarred/blacklisted/terminated by any Central Government/ State Government/ Statutory Authority or Public Sector Undertaking (PSU).

Yours faithfully

(Signature, name and designation of the authorized signatory)

For and on behalf of

APPENDIX VIII- SELF ASSESSMENT PERFORMA

1. A Bidder may be a Sole Proprietorship, Partnership firm or a Company (Public or Private Ltd.) incorporated under the Companies Act 1956/2013: Certificate of Incorporation/Registration attached – Yes/No

2. Technical Capacity: The bidder shall have:

- i. Experience of development of of at least 1 (One) edible oil project wherein the investment should not be less than Rs. 20 Crores (Rupees Twenty Crores Only); or
- ii. Experience of development of at least 2 (Two) Food Processing projects wherein the investment of each project should not be less than Rs. 20 Crores (Rupees Twenty Crores Only); or
- iii. Experience of development of at least 1 (One) or Multiple Food Processing projects wherein the cumulative investment should not be less than Rs. 50 Crores (Rupees Fifty Crores Only); and

S. No	Name of the Project	Date of Completion of the Project	Investment (in INR Crores)	Proof of Project Cost and Completion Enclosed(Yes/No)

iv. A valid FSSAI License

S.No.	License No	Valid Date	Copy Enclosed

3. Financial Capacity:

- i. The Bidder shall have an average annual Turnover of Rs. 40 Crores (Rupees Forty Crores only) in last 3 (three) Financial Years (2017-18; 2018-19; 2019-20)

Year	Amount	Certificate from Statutory Auditor/Chartered Accountant attached (Yes/No)	Audited Financial Statements attached (Yes/No)
2017-18			
2018-19			
2019-20			

Average Annual Turnover			
--------------------------------	--	--	--

- ii. The Bidder shall have a minimum Net Worth of Rs. 9 Crores (Rupees Eighteen Crores only) at the closing of the preceding Financial Year before the Bid Due Date

Description	Amount (in INR Cr.)	Certificate from Statutory Auditor/Chartered Accountant attached (Yes/No)	Audited Financial Statements attached (Yes/No)
Subscribed Share Capital			
(add) Paid up Share Capital			
(add) Free Reserves			
(Subtract) (Revaluation reserves + Miscellaneous Expenditure+ Expenditure not written off+ accrued liabilities)			
Net-worth			

* Details of the items included in the non-cash expenses have to be provided.

APPENDIX IX (A): FINANCIAL PROPOSAL
Covering Letter

Date:

Place:

To

The General Manager

Haryana State Co-operative Supply and Marketing Federation Limited (HAFED)

HAFED Building, Sector 5, Panchkula,

Haryana - 134108

Sub: Development, Operation and Maintenance of Mustard Oil Mill unit at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer (DBFOT) basis in the State of Haryana

Dear Sir/Madam,

I/We, (Applicant's name) herewith enclose the Financial Proposal for selection of our firm as an Agency for above.

I/We agree that this offer shall remain valid for a period of 180 (One Hundred and Eighty) days from the Proposal Due Date or such further period as may be mutually agreed upon.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

APPENDIX IX (B): FINANCIAL PROPOSAL (To be uploaded online only)

In case of Option 1, the below table will be considered for Financial Proposal

S.No.	Project/Name	Total ACF (in INR)	Total ACF (in Words)
1.	Development, Operation and Maintenance of Mustard Oil Mill unit at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer in the State of Haryana		

In case of Option 2, the below table will be considered for Financial Proposal

S.No	Project/Name	Total Operating Expenses / MT of oil manufactured in (INR)	Total Operating Expenses / MT of Oil Manufactured (in words)
1.	Development, Operation and Maintenance of Mustard Oil Mill unit at Rampura, Rewari through PPP mode on Design, Build, Finance, Operate and Transfer in the State of Haryana		

Authorized Signature:

Name:

Designation

Name of firm: ...

Address.....

Note:

1. GST shall be paid separately as per prevailing rate and the same is not required to indicated in Financial Proposal
2. All payment shall be made in Indian Rupees and shall be subject to applicable Indian laws withholding taxes if any.
3. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be rejected summarily