

F.No. M-11/6/2020-(FME)(Part-I)  
भारत सरकार/Government of India  
खाद्य प्रसंस्करण उद्योग मंत्रालय  
Ministry of Food Processing Industries  
पंचशील भवन,अगस्त क्रांति मार्ग  
Panchsheel Bhawan, August Kranti Marg  
नई दिल्ली/New Delhi-110049

दिनांक: 27.10.2020

### Notice Inviting Tenders (NIT)

**Subject:- Request for Proposal (RFP) for appointment of a Human Resource (HR) Agency for Ministry of Food Processing Industries (MoFPI)-reg.**

Ministry of Food Processing Industries (MoFPI), Government of India, desires to engage a credible Human Resource (HR) Agency for providing support to MoFPI in recruitment of professionals under the various schemes of MoFPI. In this context, RFP is invited from the interested agencies. The scope of work is detailed under Section-II of this RFP.

2. An agency will be selected under Quality and Cost Based Selection (QCBS) method as described in the RFP using the two bid system (Technical Bid and Financial Bid). The important timelines are mentioned below:

S.No	Event	Date
1	Publishing of RFP on CPPP	27.10.2020
2	Bid Submission start date	27.10.2020
3	Pre-Bid Meeting	10.11.2020 at 11:30 AM
4	Authorities response to queries (if any)	13.11.2020
5	Bid submission last date (Comprising of both Technical and Financial bids on CPPP)	17.11.2020 at 3:00 PM
6	Opening of Technical Bid	17.11.2020 at 5:00 PM
7	Bid Validity	16.03.2021

3. The RFP includes the following sections:

Section I- Notice Inviting Tenders (NIT)

Section II- Instructions to Bidders

Section III- Terms of Reference (TOR)

Section IV- Evaluation Criteria (Technical)

Section V- Technical Bid along with Covering letter

Section VI- Financial Bid along with Covering letter

Section VII- Forms

Section VIII - Annexure

4. The RFP is uploaded on Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/eprocure/app> and on the website of MoFPI at <https://www.MoFPI.nic.in>. Technical and Financial Bids shall be uploaded on CPPP. Bidder must make sure that they are registered on the CPPP and have a valid Class-II/III Digital Signature Certificate (DSC). The financial quote must be filled in the excel sheet (BOQ sheet) made available with this RFP on CPPP. The BOQ sheet can be downloaded by the bidder and shall be uploaded on the portal along with his/ her bid.

5. The pre-bid meeting shall be held through video conferencing (VC). The link for video conferencing shall be uploaded on website of MOFPI, three days prior to pre-bid VC.

  
27/10/2020  
(Ramkesh Meena)

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MINISTRY OF FOOD PROCESSING INDUSTRIES

**GOVERNMENT OF INDIA**



सत्यमेव जयते

**REQUEST FOR PROPOSAL**

**RFP No: \_01\_**

**Issued on: 27.10.2020**

**Hiring of Human Resource (HR) Agency  
for  
Ministry of Food Processing Industries**

Ministry of Food Processing Industries (MoFPI), Government of India (GoI)  
Panchsheel Bhawan, August Kranti Marg,  
Khelgaon, New Delhi-110049  
India

Tel: +91 11 2640 6612  
Email: vp.bhatt@gov.in

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## Section I- Notice Inviting Tenders (NIT)

### Request for Proposal (RFP) for appointment of a Human Resource (HR) Agency for Ministry of Food Processing Industries (MoFPI)

1. Ministry of Food Processing Industries (MoFPI), Government of India, desires to engage a credible Human Resource (HR) Agency for providing support to MoFPI in recruitment of professionals under the various schemes of MoFPI. In this context, RFP is invited from the interested agencies. The scope of work is detailed under Section-II of this RFP.
2. An agency will be selected under Quality and Cost Based Selection (QCBS) method as described in the RFP using the two bid system (Technical Bid and Financial Bid). The important timelines are mentioned below:

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3. The RFP includes the following sections:
  - Section I- Notice Inviting Tenders (NIT)
  - Section II- Instructions to Bidders
  - Section III- Terms of Reference (TOR)
  - Section IV- Evaluation Criteria (Technical)
  - Section V- Technical Bid along with Covering letter
  - Section VI- Financial Bid along with Covering letter
  - Section VII- Forms
  - Section VIII – Annexure
4. The RFP is uploaded on Central Public Procurement Portal (CPPP) at <https://eprocure.gov.in/eprocure/app> and on the website of MoFPI at <https://www.MoFPI.nic.in>. Technical and Financial Bids shall be uploaded on CPPP. Bidder must make sure that they are registered on the CPPP and have a valid Class-II/III Digital

Signature Certificate (DSC). The financial quote must be filled in the excel sheet (BOQ sheet) made available with this RFP on CPPP. The BOQ sheet can be downloaded by the bidder and shall be uploaded on the portal along with his/ her bid.

5. The pre-bid meeting shall be held through video conferencing (VC). The link for video conferencing shall be uploaded on website of MOFPI, three days prior to pre-bid VC.

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## Section II- Instruction to Bidders (ITB)

### 1. Introduction

1.1 The Ministry of Food Processing Industries (MoFPI), Government of India (GOI) was set up in July, 1988 to give an impetus for development of food processing sector in the country. The Ministry is concerned with formulation and implementation of the policies for the food processing industries within the overall national priorities and objectives.

1.2. The Ministry has been implementing a number of schemes under the Pradhan Mantri Kisan SAMPADA Yojana (PMKSY) for supporting food processing units in small and medium sector. Taking cognizance of the contribution and the challenges faced by unorganised segment of food processing sector, Government of India has recently launched an all India Centrally Sponsored Scheme “Pradhan Mantri Formalisation of Micro food processing Enterprises (PM FME)” under ‘Atmanirbhar Bharat’ with an outlay of Rs 10,000 crore to be implemented over a period of five years (2020-21 to 2024-25).

1.3. MoFPI intends to hire a Human Resource (HR) Agency, to support the Ministry in hiring of professionals/ experts on for the FME scheme and other related schemes on which MoFPI is actively involved. All appointments shall be on contractual basis.

1.4. The detailed scope of work, deliverables, timelines and immediate hiring requirement of professional(s) , is mentioned in Section-III: Terms of Reference (TOR) of this RFP.

### 2. Bidder(s) belonging to country(s) sharing land border with India

2.1 In accordance with Ministry of Finance OM F.No6/18/2019-PPD dated 23<sup>rd</sup> July, 2020, Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.

a. “Bidder” (including the term 'tenderer', 'consultant', 'agency' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.

b. “Bidder from a country which shares a land border with India” means: -

- i) An entity incorporated, established or registered in such a country; or
- ii) A subsidiary of an entity incorporated, established or registered in such a country; or
- iii) An entity substantially controlled through entities incorporated, established or registered in such a country; or
- iv) An entity whose *beneficial owner* is situated in such a country; or
- v) An Indian (or other) agent of such an entity; or
- vi) A natural person who is a citizen of such a country; or



vii) A consortium or joint venture where any member of the consortium or joint venture falls under any of the above

c. The *beneficial owner* for the purpose of (iii) above will be as under:

i) In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

## 2.2 Explanation

a. “Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company.

b. “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;

i) In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;

ii) In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;

iii) Where no natural person is identified under 2.1 (c)(i) or 2.2 (b)(i) or 2.2 (b)(ii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;

iv) In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.

v) An Agent is a person employed to do any act for another, or to represent another in dealings with third person.

## 2.3 Competent Authority and Procedure for Registration

a. The Competent Authority as stated under clause 2.1 of this RFP, for the purpose of registration shall be the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT).

b. Any Bidder, participating in this RFP and belonging to country(s) sharing land border with India, is urged to check the website of DPIIT regarding the registration process.

c. Bids of the bidders, belonging to country sharing land border with India, and not registered with the competent authority, shall be summarily rejected.

2.4 Bidders are required to submit an undertaking (on company's letterhead) regarding their compliance with the OM of Ministry of Finance mentioned under clause 2.1 and the conditions stated under clause 2 of this RFP.

2.5 If the undertaking submitted by the bidder(s), whose bid is accepted, is found to be false, this would be ground for immediate termination of the contract and further legal action in accordance with law.

2.6 If the bidders belonging to countries sharing land border with India, are registered with the competent authority, they are required to submit the copy of their registration as part of their bid document. The registration must be valid at the time of submission of bids and at the time of acceptance of bids. If the bidder was validly registered at the time of acceptance / placement of order, registration shall not be a relevant consideration during contract execution.

### **3. Clarification and Amendment of RFP**

3.1 Bidders may request a clarification on RFP documents up to the Pre-bid meeting. Any request for clarification must be sent in writing, or through email to MoFPI indicated in the RFP. MoFPI will respond (in writing, or through email) and will send written copies of the response (including an explanation of the query but without identifying the source of inquiry) to all Bidders, and will upload the same on CPPP. Should MoFPI deem it necessary to amend the RFP as a result of a clarification, it shall do so.

3.2 At any time before the submission of Bids, MoFPI may amend the RFP by issuing an addendum and uploading it on CPPP (<https://eprocure.gov.in/eprocure/app>) and on the website of MoFPI (<https://www.MoFPI.nic.in>). It is the sole responsibility of prospective bidders to go through CPPP and website of MoFPI from time to time for any updated information. To give Bidders reasonable time in which to take an amendment into account in their Bids MoFPI may, if addendum is substantial, extend the deadline for the submission of Bids.

### **4. Submission of Proposal**

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

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

4.3 All bids must remain valid for 120 days from the last date of submission of bids.

4.4 MoFPI reserves the right to solicit additional information from Bidders. Additional information may include, but is not limited to, past performance records, lists of available items of work etc.

4.5 MoFPI reserves the right to accept the whole, or part of or reject any or all bids without assigning any reasons and to select the Bidder(s) which, in the sole opinion, best meets the interest of the MoFPI.

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

4.7 For understanding purpose, H1 bidder is that bidder that has obtained highest score while being evaluated through QCBS evaluation methodology.

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

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

4.10 The Agency must maintain uniformity in the uploading of content on the platforms and application. Any content which is replaced, renewed or removed from any platform shall be simultaneously modified on the other platforms and applications instantly.

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

4.12 The timeline/schedule of deliverables will be decided as and when the requirement /task activities arise. Successful bidder should complete the job/activities as and when asked by MoFPI.

4.13 The terms and conditions of the RFP and contract with the successful bidder shall be subject to General Financial Rules, 2017 as amended from time to time.

4.14 Bids will only be accepted through the CPP portal of NIC. No hard copies of the bids will be accepted by MoFPI.

## **5. Eligibility Conditions**

The Bidders shall fulfill the following eligibility conditions for participating in the bidding process. The Bidders should enclose documentary evidence for fulfilling the eligibility conditions

5.1 The agency must have at least five years' experience in HR recruitment domain. The supporting documents in claim of experience are to be enclosed;

5.2 The bidder must have successfully completed at least three projects in HR recruitment role in any Central / State Government /Public Sector Undertakings /Subordinate offices/ Autonomous bodies in the previous five years. The details of such jobs may be furnished;

5.3 The agency must have a minimum average annual turnover of Rs. 20 crore during the last three financial years [FY 2016-17, 2017-18 & 2018-19]. Last three year's balance sheet/ Audited Statements of Account shall need to be submitted;

5.4 The bidder should have adequate technically qualified and well- experienced in-house resource base for identifying appropriate candidates as desired by MOFPI. A team composition of at least three persons (comprising HR Lead and Two team members). (EPFO details and their qualification details (with the post held) to be submitted);

5.5 The Agency should have Head Office or a Local office located in Delhi or NCR;

5.6 The bidder should not be black listed by any Ministry /Dept. of GOI/ State Governments/ Organizations /Undertaking (self-declaration on letter head));

5.7 The applicant should have GST registration and should be income tax assessee with valid GST registration & valid PAN Number

The technical bids will be technically evaluated on the basis of the above essential eligibility criteria. The supporting documents in respect of item number 5.1 to 5.7 are to be enclosed. Proposals not complying the above eligibility conditions shall be summarily rejected.

## **6. Commercial Conditions**

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

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

6.1.1. Each bidder, except the registered MSMEs, is required to submit Rs. 84,500/- (Rupees Eighty Four Thousand Five Hundred only) as Earnest Money Deposit (EMD) in the form of Demand Draft in favor of Pay & Accounts Officer, MoFPI, New Delhi, payable at New Delhi. A scanned copy of Demand Draft also needs to be uploaded along with the bid at the Central Public Procurement Portal as proof of payment before the last date of submission of bids. The physical copy of EMD may be submitted to Shri Vijay Prakash Bhatt, Under Secretary, MoFPI, Panchsheel Bhawan, August Kranti Marg, New Delhi- 110049.

6.1.2 EMD should be submitted along with Technical Bid. Technical Bid not accompanied with EMD shall be summarily rejected.

6.1.3 No interest shall be payable by the MoFPI for the sum deposited as Earnest Money Deposit.

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

### **6.2 Performance Security**

6.2.1 Selected bidder will have to submit a Performance Security equivalent to 10% of the total contract value in the form of the bank draft/demand draft or Bank Guarantee(BG) from a scheduled commercial bank in favor of "Pay & Accounts Officer, MoFPI, New Delhi", within 10 days of issue of letter of acceptance of proposal. In case performance security is submitted

through BG, the same shall remain valid for 60 days beyond the final date of the original contract. In case the contract being extended, the successful bidder will have to get the BG extended on same terms and conditions for the period of 60 days beyond the final date of the extended contract period, if any. Performance Security would be returned only after successful completion of work assigned and after adjusting/recovering any dues recoverable/payable from/by the Agency on any account under the contract.

### **6.3 Period for Contract**

6.3.1 Contract with the successful applicant after issue of Letter of Award and receipt of Letter of Acceptance from the successful bidder, will be signed.

6.3.2 The contract shall be applicable for a period of one year from its acceptance, depending upon the satisfactory performance of the Agency, it may be extended on year to year basis up to two more years on same terms and conditions. The Ministry of Food Processing Industries, New Delhi shall have the right to terminate the contract without assigning any reasons, whatsoever, to the firm on one month's notice.

### **6.4 Prices**

6.4.1 The bidder is required to quote the total cost of services in Rupees, as per the scope of work/ deliverables mentioned under **Section III** of the RFP document, in the format provided in Section VI of the RFP. The total price quoted shall be inclusive of all applicable charges excluding GST. GST shall be payable extra

6.4.2 The agency has to ensure that the total price quoted are all inclusive including the manpower support required for the project execution and continuous support during the entire contract period of one year. The price quote will also include cost of advertisement on top 2 online sites for recruitment. The cost of DAVP advertisement will be borne by MoFPI, wherever such advertisements are considered appropriate.

6.4.3 No increase in the quoted price would be allowed during the contract period.

### **6.5 Conflict of Interest**

6.5.1 The Agency is required to provide professional, objective and impartial advice and at all times hold the MoFPI's interest paramount, strictly avoid conflicts with other assignment/jobs or their own corporate interest and act without any consideration for future work.

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

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

6.5.4 **Conflicting Relationships:** An Agency that has a business or family relationship with a member of the MoFPI staff who is directly or indirectly involved in any part of the project shall not be awarded the Contract, unless the conflict stemming from this relationship has been

resolved in a manner acceptable to the MoFPI throughout the selection process and the execution of the Contract.

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

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

## **6.7 Payment**

6.7.1 The payment will be released to the agency on quarterly basis, within 30 days on receipt of invoice, based on work achievement and satisfactory performance. The agency will be asked to submit monthly work achievement on Scope of Work as mentioned in **Section III** of this document for assessment by the MoFPI. No advance payment/ retainer fee will be made. All payments shall be made in Indian Rupees.

6.7.2. Payment will be released on quarterly basis on fulfilment of successful commitments. Agency should submit quarterly bills with clear indication of achievement.

## **7. Penalty**

7.1 . Any breach in contract will lead to penalty and may lead to termination of the contract. All the documents etc. prepared and developed by the bidder will be the property of the MoFPI. All reports, other documents submitted by the bidder pursuant to this work order shall become and remain the property of the MoFPI, and the bidder shall, not later than upon termination or expiration of this work order, deliver all such documents, reports etc the MoFPI, together with a detailed inventory thereof.

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

7.3 In case of late services / no services on a specific activity, in which the Agency fails to deliver the services thereof within the period fixed for such delivery in the schedule, the firm shall be liable to pay a Liquidated Damages (LD). LD will be imposed @ 0.5% per week delay or part thereof, of the cost of recruitment position(s), that the agency is working on related to FME or other scheme of MoFPI, up to maximum of 10% of the contract value from the Agency. The timeline/schedule of deliverables are defined under Section-II of RFP.

7.4 MoFPI will have the right to cancel the contract at any time without assigning any reason thereof.

## **8. Preparation of Bid**

All the bidders are requested to follow the instructions given below while uploading the bids. Proposal should be up loaded on two bid basis – separate technical and financial bids on Central Public Procurement Portal.

### **8.1 The technical bid should have the following: -**

8.1.1 Forwarding letter as per Section-V, on the bidding organization’s printed letter head.

8.1.2 The bidder shall submit all documents as prescribed in Section-V of the RFP document. All these documents should be properly referenced and numbered.

8.1.3 The UTR details of submission of EMD should also be submitted along with the bid.

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

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

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

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

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

8.1.9 Undertaking (self-declaration on letter head) as per Clause 2.4 of this RFP.

8.1.10 All pages of the document submitted should be signed.

### **8.2 The Financial bid must contain the following:**

8.2.1 Financial Bid is to be submitted in prescribed excel format i.e. the BOQ sheet uploaded along with the RFP.

8.2.2 While submitting the Financial Proposal, the firm shall ensure the following:

a. All the costs associated with the assignment shall be included in the Financial Proposal. These shall normally cover remuneration for all the Personnel, printing of documents, cost of advertisement (excluding the DAVP advertisement cost. This shall be borne by MoFPI) of recruitment notices on the online portals and print media. The taxes shall be payable etc The total percentage indicated in the Financial Proposal shall be without any condition attached or

subject to any assumption, and shall be final and binding. In case any assumption or condition is indicated in the Financial Proposal, it shall be considered nonresponsive and liable to be rejected.

For the avoidance of doubt, it is clarified that GST shall be payable extra. Further, all payments shall be subject to deduction of taxes at source as per applicable laws.

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

## **9. Signing of Bid**

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

## **10. Method of evaluation and award of contract**

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

10.1.1 it is received in the specified format;

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

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

10.1.4 it does not contain any condition or qualification;

10.1.5 it has deposited Earnest Money Deposit (EMD).

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

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

### **10.4 Evaluation of bids**

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

10.4.2 From the time the bids are opened to the time the contract is awarded, the Agency should not contact the MoFPI on any matter related to its Technical and/ or Financial Bid



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

#### **10.5 Criteria for Evaluation of Technical bid:**

10.5.1 The Evaluation Committee shall evaluate the Technical bids on the basis of their responsiveness to the eligibility conditions mentioned in Clause 5 of RFP. The eligible technical bids shall then be evaluated as per evaluation criteria defined in **Section-IV** of the RFP.

10.5.2 Only Agency obtaining a total score of 70 (on a scale of maximum of 100) or more on the basis of criteria for evaluation given in Section-IV, would be declared technically qualified. Every technical bid shall be awarded an absolute technical score of 'T' marks out of a total of 100 marks.

#### **10.6 Criteria for Evaluation of Financial bid**

10.6.1 As per the requirement mentioned under **Section-VI** of this RFP, the bidder is required to fill in the total cost of services inclusive of tax (excluding GST) in Rupees in the BOQ sheet, and in the table mentioned under Section VI of this RFP.

10.6.2 In case discrepancy is found between the price in Section VI and the price filled in the BOQ sheet, such bid(s) will be summarily rejected.

10.6.3 The identification for lowest cost will be done by the CPPP system by evaluation of the BOQ sheet(s), submitted by the bidder along with their bid.

10.6.4 After obtaining the lowest evaluated Financial bid (**Fm**), from the CPPP system, the Fm will be given the maximum financial score of 100 points. The financial scores(**F**) of the other Financial bids will be computed as per the formula for determining the financial scores given below:

$$\mathbf{F} = 100 \times (\mathbf{Fm} / \mathbf{Fb})$$

Where,

**Fb** =Evaluated amount of financial quote by the particular bidder.

**Fm** = Lowest evaluated amount of financial quote by the bidder.

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

#### **10.7 Method of Selection:**

10.7.1 In deciding the final selection of the Agency, the technically qualified bid will be given a weightage of 70% on the basis of criteria for evaluation. The price bids of only those Agency which qualify technically will be opened. The bid with the lowest cost will be given a financial score of 100 and the other bid given financial scores that are inversely proportional to their

prices. The financial bid shall be allocated a weightage of 30%. For working out the combined score, the MoFPI will use the following formula:

**Total points:  $(0.7 \times T(s)) + (0.3 \times 100 \times F_m/F_b)$**

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

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

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

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

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

Bid B:  $80 \times 0.7 + 100 \times 0.3 = 86$ ;

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

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

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

## **10.8 Negotiations**

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

## **11. Competent authority's right to vary items/activities at the time of award**

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

## **12. Labour laws and safety measures**

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

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

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

### **13. Applicable law and jurisdiction**

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

### **14. Insurance and Medical**

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

14.2 Medical facilities (as per law) for professional including insurance of the professional related to the project will be provided by the Agency.

### **15. Indemnification**

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

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

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

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

### **16. Force majeure**

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

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

16.3 If the service delivery is suspended by force majeure conditions lasting for more than 2 (two) months, MoFPI shall have the option of cancelling this contract in whole or part at its

discretion without any liability on its part. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

## **17. Failure & termination clause**

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

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

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

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

## **18. Agency code of conduct and business ethics**

### **18.1 Bribery and corruption:**

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

### **18.2 Integrity, indemnity & limitation:**

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

## **19. Ownership of Information**

19.1 The entire recruitment process including the long list, short list prepared by the HR Agency, shared with MoFPI and other documentation prepared, to achieve the desired functionality mentioned in the TOR, or any subsequent communication in this regard, will be the Intellectual Property right of Ministry of Food Processing Industries, New Delhi and no content of the same will be produced or used by the contracted Agency for other purpose without the prior permission of Ministry of Food Processing Industries, New Delhi.

## **20. Confidentiality**

20.1 The contracted Agency shall maintain utmost confidentiality of information supplied, method of operation, procedures etc. and will treat such information with the same degree of care as the Agency treats its own most confidential information. This confidentiality will be maintained by the contractor for a period of two years from the date of Service Level Agreement.

## **21. Arbitration**

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

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

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

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

## **22. Disclaimer**

22.1 MoFPI shall not be responsible for any late receipt of bids for any reasons whatsoever.

22.2 To accept or reject any or all bids without assigning any reasons;

22.3 To relax or waive any of the conditions stipulated in this document as deemed necessary in the best interest of MoFPI without assigning any reasons thereof;

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

## **23. General Instructions**

23.1 The instructions for online bid submission are at Annexure –II. For any clarifications, Sh Vijay Prakash Bhatt, Under Secretary, may be contacted on telephone no. 011-26406612.

23.2 Bids once submitted cannot be amended after the bid submission deadline.

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

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

23.5 Technical bids and financial bids will be opened, in the presence of Bidders' representatives (One for each bidder), who wish to be present. The authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

## **Section-III: Terms of Reference**

### **1.0 Background**

There are an estimated 25 lakh unregistered food processing enterprises in the country which constitute 98% of the number of units in the sector and are unorganized and informal. With only 7% of investment in plant & machinery and 3% of outstanding credit, the unorganized enterprises contribute to 74% of employment (a third of which are women), 12% of output and 27% of value addition in the food processing sector. Nearly 66% of these units are located in rural areas and about 80% of them are family-based enterprises. Currently there are no programmatic interventions to support enhancement of their technical capacities or quality of their products. Access to credit, modern technology and compliance with the health and safety regime of FSSAI are also challenge.

Taking cognizance of the contribution and the challenges that impede the sector, the Government has proposed a Centrally Sponsored Scheme “Pradhan Mantri Formalisation of Micro food processing Enterprises (PM FME)” on all India basis with an outlay of Rs. 10,000 crore for assisting 2,00,000 units for a period of five years i.e. 2020-21 to 2024-25. The scheme has been designed to specifically address the problems of this segment, with the aim of formalizing these informal enterprises. The existing individual micro food processing enterprises as well as SHGs/FPOs/Cooperatives would be supported for upgradation of their food processing activities.

#### **i) Administrative and Implementation Mechanisms**

The Scheme would be monitored by an Inter-Ministerial Empowered Committee under the Chairmanship of Minister, FPI. The Committee would take decisions on the scheme guidelines, State Level Upgradation Plan (SLUP) etc. A State Level Committee chaired by the Chief Secretary with representatives of MoFPI and members from the relevant Departments of the State/UT Government, financial institutions and other stakeholders would recommend proposals to MoFPI and monitor the programme at the State/UT level. A Committee under the District Collector would monitor the programme at District level. In each of the State/UT, a State/UT Nodal Agency (SNA) would be selected. This could be a State PSU/ Mission engaged in related activities or a private agency engaged through competitive bidding. SNA would be responsible for implementation, preparation and validation of SLUP, Cluster Development Plan, engaging and monitoring the work of Resource Groups at district/ regional level, providing support to units and groups, etc. At the National and State levels, Project Management Units (PMUs) would be set up to support the scheme. Services from State Rural Livelihood Mission, resource centres of Small Farmers’ Agribusiness Consortium (SFAC), local offices of National Cooperative Development Corporation (NCDC) and State level agencies would be availed in providing support to SHGs/ FPOs/ Cooperatives respectively.

#### **ii) Convergence**

Support from the existing schemes of Central as well as State Governments would be availed under the proposed scheme.

## 2.0 Objective

The objective of this assignment is to hire a competent HR agency, to assist MoFPI in recruitment of professionals/ experts/ consultants, on contractual basis for the current FME scheme of MoFPI and other schemes of MoFPI as and when required. The Agency will be under obligation to hire personnel, as and when such requests are put forth by MoFPI from time to time, on same terms and condition and at the same rate of fees (i.e. Total Cost of Services for Hiring of nine personnel / Annual aggregate remuneration) as quoted for the current assignment till the conclusion of the contract period.

The immediate requirement under the FME project is mentioned under table-2 of this ToR. Further requirement shall be placed to the selected HR agency as per the requirement . The agency shall put emphasis on quality and performance (both aptitude and attitude) of the candidates. The agency should adopt a process that is not only transparent, competitive and gender sensitive, but should also be quick and timely.

## 3.0 Scope of Work

The HR agency is to assist MoFPI in recruitment of dedicated, well-qualified and experienced personnel as per the qualifications, job profiles and experiences prescribed by MoFPI. The agency shall be required to provide input to MoFPI in terms of fixing the qualifications, experience requirement against each position. The agency should adopt a transparent, competitive and gender-sensitive process. The positions to be filled for now are detailed below in Table-2. The educational qualification and experience requirement, along with age limit, will be provided after the finalization of contract with the selected HR agency. This should also be clearly noted that these posts are contractual posts with consolidated pay package (with or without any annual increment) with no other benefits and are not permanent in nature and are co-terminus with the project. Further, the services of contractual personnel will continue on their satisfactory performance and are liable to be terminated anytime with or without any prior notice.

- i) Task under the assignment:** The HR Agency will have the following tasks:
- a) The Agency will have to give a panel of 4 to 6 shortlisted candidates (the number may vary, depending on the availability of the requested skill set in the market) against each post with a complete list of candidates who have applied for that particular post with their evaluation and sorting chart along with an HR summary. The summary should include strengths and weaknesses of the empaneled candidates who may be interviewed by the MoFPI for final selection. The selected candidate(s), after interview results, shall sign a formal contract with MoFPI.
  - b) The Agency would have to lay out the step by step process for selection of candidates. The agency may design the selection steps by having preliminary rounds of sorting the list to an appropriate size. In this regard, the Agency would put forward a proposal on the recruitment process, methodology of selections and work plan which must be approved by the MoFPI. The HR Agency will have to adhere to the approved process and methodology of selection for recruitment.



- c) The schedule of the recruitment will be finalized by the recruitment agency in consultation with MoFPI.
- d) The agency will have to prepare a draft advertisement for the call for application, for approval of MoFPI, clearly stating the required number of positions with details of posts along with a brief background of the FME project. MoFPI may publish the approved advertisement through Directorate of Advertising and Visual Publicity (DAVP). However, the HR agency will be required to float the advertisement on various and widely known online job portals so as to ensure maximum reach out regarding the vacancy(s) The agency should also solicit interest from individual professionals through its direct and indirect networks (including the professional networks used by HR agencies).
- e) Salary of retired government servant would be governed by relevant circular of DOPT, if so conveyed to the Agency. On the event of no such stipulation, it will be governed by the terms & condition specified for the post.  
The agency will screen the applications received in response of call for applications. The screening process must be able to filter the suitable applicants for the posts.
- f) The Agency shall keep the Programme Director, PM FME (or the concerned officer of MoFPI) informed regarding the progress of recruitment process on regular basis.

**ii) Key Deliverables**

- a) Work plan and methodology for selections and its approval by MoFPI.
- b) Draft advertisement to be published by the Agency and its approval by MoFPI.
- c) Placing of the vacancy announcement/ advertisement in prominent and leading dailies/media and portals and submission of the copies of all such published advertisements, to MoFPI.
- d) Report on the analysis of application received.
- e) Submission of complete long list of qualified candidates who have applied with sorting details.
- f) To submit to MoFPI the shortlist of 4 to 6 candidates (the number may vary, depending on the availability of the requested skill set in the market) with a brief on their strengths & weaknesses and relevant documents and HR summary details/report.
- g) Carrying out post interview background check of selected candidates.
- h) In case the candidate, contracted by MoFPI after finalization of the selection process, leaves the project, before the expiry of 3 months from the date of joining, the HR agency shall be required to provide fresh shortlist of candidates in a manner similar to previous cycle and perform all associated tasks mandated by the contract for such position, free of cost. The HR agency may refer to the original shortlist(s) for preparing the revised shortlist of candidates. However, it is to be ensured by the

agency, that the profile of candidate(s), taken from the original shortlist(s), is not more than three month old.

- i) The performance of the HR agency would be linked to the Bank Guarantee furnished by the agency before claiming the final payment after the completion of the probation period of the contracted individual. This condition will not apply in case the candidate leaves due to changes in job role/ down sizing or similar such events that makes it unrealistic for the candidate to continue serving.

#### **4.0 Other Conditions**

- (a) The selection of agency shall be done on the basis of Quality and Cost Based Selection (QCBS).
- (b) The HR agency will be hired for a period of one year. The Contract may be renewed, if required, based on the performance of the HR agency.
- (c) The selected HR Agency will work in close liaison under the supervision of MoFPI.
- (d) The shortlist of candidates prepared by the Agency shall not be binding on MoFPI.
- (e) In case, MoFPI has objections to the shortlist made by the Agency, it shall inform the Agency in writing clearly stating the reasons for rejection of the shortlist. The Agency shall redo the selection based on the observations of MoFPI.
- (f) The final list of candidates has to be submitted in hard copy in original and in soft copy along with CVs of selected candidates.
- (g) All the recruitment process related documents and short list/whole long list will be the sole property of MoFPI.
- (h) The liabilities under the contract will extend beyond the contract period in respect of the authenticity of information furnished by the Agency in respect of the selected candidates.
- (i) The Agency shall be liable to compensate any liability arising out of the performance of this contract during and up to 1 year from the expiry of the contract.
- (j) It will be a lump sum contract with payments linked with deliverables as defined in (l) below.

Table-1

<b>S.No</b>	<b>Deliverables</b>	<b>Payment</b>	<b>Timeline for Agency</b>
1.	Approval of work plan and methodology for selections and draft advertisement	10% of the contract value.	T+10 days
2.	HR report submission, consisting of shortlisted candidates, HR Summary along	30% of the contract value.	T+40 days

	with strengths and weakness of the candidates to MoFPI.		
3.	Signing of contract between MoFPI and the Candidate for release of payment proportionately.. Agency is required to submit a background check report for the selected candidate before the contract is signed.	50% of the contract value.	T <sub>1</sub> +3 days
4.	Completion of probation period of three months by the contracted candidate	10% of the contract value.	NIL
Time lines prescribed in the Table are subject to change depending upon the need for filling up of the posts			

T: Date of Letter of Award

T<sub>1</sub>: Date of intimation by MoFPI to the agency to carry out the background check for the selected candidate.

- If the interviews are postponed indefinitely or cancelled or put on hold due to any constraint on behalf of MoFPI on which the HR Agency has no control, the fee till the submission of HR report as indicated in the table-1, S.No 2, above shall be paid to the agency.;

- (k) The cost of logistics for candidates being interviewed shall be borne by the agency. However, MoFPI may fix up necessary modalities for the same so that Agency can suitably inform the candidates.
- (l) While submitting their offers, Agency(s) is requested to submit information indicating their qualifications to perform the services (brochures, description of similar assignments, experience in similar conditions, number of officers/staff available (CV of HR Lead and Two team members to be submitted along with the RFP as per Annexure-III) and availability of appropriate skills among staff, audited balance sheet of the last three years etc.

## 5.0 Inputs to be provided by MoFPI

- Giving necessary approvals for various stages of recruitment after due consideration.
- Extend all requisite support like providing information on number of professional required under FME or other schemes of MoFPI, number of vacancies, tentative qualification requirement etc.
- Supervise the Agency's processes of recruitment and suggest modifications, if any.
- Provide timely financial support for smooth functioning.
- Review the performance of the agency.

- (f) MoFPI shall monitor the performance of the contract and ensure that the selection processes are based on the agreed methodology and in a transparent manner.
- (g) No office space, office utility, vehicle transport shall be provided by MoFPI to the HR Agency in carrying out their assignment.

**Table-2: Tentative list of Vacancies**

S.No	Name of the Post	Remuneration Amount in Rs per month
1	Lead Project Manager-I (State Programme)	250000
2	Lead Project Manager-III (Capacity Building)	250000
3	Lead Project Manager-IV (Planning)	250000
4	Manager (State Programme)	145000
5	Manager (Knowledge Management)	145000
6	Manager (Planning)	145000
7	Manager (Capacity Building)	145000
8.	Joint Secretary/ Director (Retired from GOI)	(Pay-Pension)x1.25
9.	Pay & Accounts Officer (Retired from GOI)	(Pay-Pension)x1.25

MoFPI may add or delete any post from the list of posts given above. The details of Job roles, qualification, experience and the remuneration will be provided to the Agency separately

## Section-IV: Evaluation Criteria (Technical)

The technical proposal shall be evaluated on the basis of parameters mentioned below to shortlist the bidders that have secured the minimum technical score. Thereafter, the shortlisted bidder would be intimated about the date and time for the financial bid opening. Bidders are advised to provide the correct information in the column marked 'Values' and indicate the correct page number, where the information provided under 'Values' column is mentioned by the bidder, in their bids. In case the information provided is found to be incorrect/ not matching with what the bidder has claimed, may render the bid liable to be summarily rejected. The marking system for evaluation of Technical Bid will be as follows:

**Table-3: Technical Evaluation scoring**

S.No	Criteria	Maximum Marks	Values	Page Number
1.	Average annual turnover for last three financial years ie. 2016-17, 2017-18, 2018-19  a. Upto INR 20 crores: 8 marks b. INR 20 crores to INR 50 crores: 12 marks c. More than INR 50 crores: 15 marks	15		
2.	Total completed years of experience of the bidder in the HR recruitment domain  a. Less than 5 years: 10 marks b. 5 years to 10 years: 15 marks c. More than 10 years: 20 marks	20		
3.	Total number of competed assignments in HR recruitment role involving recruitment of professionals (Specialists/ Consultants/ Experts/ Executives/ Key managerial personnel/ Team leads in Agriculture, FMCG, Food Technology, Environmental health, Social in last five financial years [FY 2014-15, 2015-16, 2016-17, 2017-18, 2018-19]  a. 1 to 5 assignments: 10 marks b. 5 to 10 assignments: 15 marks c. More than 10 assignments: 20 marks	20		

4.	<p>Total number of competed assignments in HR recruitment role involving recruitment of professionals (Specialists/ Consultants/ Experts/ Executives/ Key managerial personnel/ Team leads in Agriculture, FMCG, Food Technology, Environmental health, Social for Central Government/ State Government/ Public Sector Undertaking in last five financial years [FY 2014-15, 2015-16, 2016-17, 2017-18, 2018-19]</p> <p>a. 1 to 3 assignments: 10 marks  b. 3 to 5 assignments: 15 marks  c. More than 5 assignments: 20 marks</p>	20		
5.	<p>Detail of the Team lead and 2 team members who would be actively working with MoFPI on assisting in recruitment of key experts for FME and other schemes of MoFPI</p> <p>a. Team Lead:15 marks</p> <ul style="list-style-type: none"> <li>• Minimum educational qualification of MBA in Human Resource: 3 marks</li> <li>• Experience of minimum 5 to 7 years: 4 marks</li> <li>• Experience of 7 years to 10 years: 8 marks</li> <li>• Experience of more than 10 years: 12 marks</li> </ul> <p>b. Team Member 1: 5 marks</p> <ul style="list-style-type: none"> <li>• Minimum graduate level qualification: 1 mark</li> <li>• MBA in any stream: 2 marks</li> <li>• Experience of 1 to 3 years: 1 marks</li> <li>• Experience of 3 to 5 years: 2 marks</li> </ul>	25		

	<ul style="list-style-type: none"> <li>• Experience of more than 5 years: 3 marks</li> </ul> <p>c. Team Member 2: 5 marks</p> <ul style="list-style-type: none"> <li>• Minimum graduate level qualification: 1 mark</li> <li>• MBA in any stream: 2 marks</li> <li>• Experience of 1 to 3 years: 1 marks</li> <li>• Experience of 3 to 5 years: 2 marks</li> <li>• Experience of more than 5 years: 3 marks</li> </ul>			
	<b>Total Technical Score</b>	<b>100</b>		

**NOTE:** The ‘Values’ column is for the bidder to provide the relevant information. For example, under S.No 1, for FY 2016-17 to 2018-19, bidder is required to fill in the information of its annual turnover for each of the financial years. Under the ‘Page number’ column, bidder is to fill in the corresponding page number of its bid, from where the information provided can be tallied by the Ministry.



## **Section-V: Technical Bid format with Covering Letter**

### **A. Covering Letter for Submission of Bid**

To

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

(Attention: \_\_\_\_\_)

Sir/Madam,

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

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

Yours sincerely,

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

Date:

(Seal) Name and Title of Signatory Name of Firm Address

## B. Technical Bid Format

S.No	Particulars	Documentary Proof*	Page No in submitted bid
1	Name of the Bidder (Agency)		
2	Whether brief profile of the agency is enclosed (Max 2-3 pages)		
3	Address of the Bidder (Agency)		
4	Year of establishment		
5	Type of Company (Proprietorship / Public Sector Unit/ Private Limited / Public Limited) (Attach MSME certificate if relevant)		
6	Name, Designation and address of the officer to whom all references shall be made regarding this Tender.		
7	Bidder should be registered in India (MSMEs to upload copy of the certificate)	Documentary proof	
8	Local office in Delhi/NCR region	Documentary proof	
9	Bidders should not have been blacklisted by any of the State or Central Government organization.	Signed Affidavit	
10	Should not have been found guilty of any criminal offence by any Court of law.	Signed Affidavit	
11	Bidder should not have a conflict of interest in the assignment as specified in the bidding document.	Undertaking on letter head	
12	Compliance with the code of integrity as specified in the bidding document	Undertaking on letter head	
13	Compliance with clause 2 of the RFP (Bidder belonging to the country sharing land border with India and registered with the competent authority)	Undertaking on letter head	
13	The agency must have a minimum average annual turnover of Rs. 20.00 crore during the last three financial years [2016-17, 2-17-18, 2-18-19].	Balance Sheets & documents certified by CA	
14	GST Registration Certificate	Copy of registration document	
15	PAN Registration	Copy of registration document	
16	The agency must have experience of at least five years in HR recruitment domain. Must have completed at least three project in the capacity of HR agency with any Central/ State	Work orders of completed works.	

	Government/ PSUs/ Subordinate offices/ Autonomous bodies in the previous five years.		
17	Information on Team Lead and two team members that shall be involved with MoFPI in FME and other schemes for recruitment of manpower [Annexure-III]	CV Support of Qualification & experience	

*\* Apart from above all, requisite papers mentioned in the tender document are also to be enclosed.*

Authorized Signature (in full and in initials)

Name and Address and Title of the Signatory

Date

## Section-VI: Financial Bid format with Covering letter

To

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

(Attention: \_\_\_\_\_)

Sir/Madam,

We, the undersigned on behalf of (name of the firm), offer to respond to (title of project) in accordance with your Tender document dated (insert date). Our **Financial Bid** against the **Terms of Reference (TOR) in Section –III as well as details defined in the tender document** is as mentioned below:

S.No	Item of Description	Total Cost of services inclusive of Tax (excluding GST) in Rupees in Numbers	Total Cost of services inclusive of Tax (excluding GST) in Rupees in Words
1.	Hiring of nine personnel for MoFPI with an aggregate Annual Remuneration of Rs 1.69 crore.		

GST payable additional @ rate of \_\_\_\_\_.

Our bid shall be binding upon us up to period of validity as indicated in sub clause 3.3 of Section-II: Instruction to Bidders. We understand you are not bound to accept any bid you receive.

Yours sincerely,

Authorized Signatory [In full and initials]

Name and Title of Signatory

Date Name and address of the firm

## Section-VII: Forms

### Form-I: Details of Experience for completed works

Organizations/ Ministry/ Department for which the applicant has worked with CA certified copies of each work order attached.

S.No	Contract Number	Contract Date	Contract Value (INR)	Name & address of the client	Date of start of the work	Date of completion	Any other information

Authorized Signatory [In full and initials]

Name and Title of Signatory

Date Name and address of the firm

**Form-II: Financial Status of the Agency**

<b>S.No</b>	<b>Particulars</b>	<b>Response</b>
1	Constitution (Limited/ Partnership/ Proprietary)	
2	Year of Constitution	
3	Registration Details	
4	PAN No	
5	GST No	
6	The details for last three fiscal years, duly certified by Chartered Accountant or Chamber of Commerce or Banks	
i)	Share Capital (INR)	
a	2016-17	
b	2017-18	
c	2018-19	
ii)	Paid up Capital (INR)	
a	2016-17	
b	2017-18	
c	2018-19	
iii)	Free Reserve (Gross in INR)	
a	2016-17	
b	2017-18	
c	2018-19	
iv)	Total assets (INR)	
a	2016-17	
b	2017-18	
c	2018-19	
v)	Total Liabilities (INR)	
a	2016-17	
b	2017-18	
c	2018-19	
7	Turnover from contracting during the financial year (INR)	
8	Total profit before tax (INR)	
9	Total profit after tax (INR)	
10	Total loss (Gross in INR)	

Date:

Place:

(Signature of the Applicant)

Name:

Designation:

Seal:

## Section-VIII: Annexure

### Annexure-I

#### **TENDER ACCEPTANCE LETTER (To be given on Company Letter Head)**

Date:

To

Sub: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Name of Tender /  
Work:

Dear Sir,

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

\_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

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

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

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

Yours faithfully,

(Signature of the Bidder, with Official Seal)

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## **Annexure-II**

### **Instructions for Online Bid Submission**

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

#### **2. REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “Online bidder Enrolment” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 1) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) Issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / Encode / eMudhra etc.), with their profile.
- 2) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 3) Bidder then log in to the site through the secured log-in by entering their user ID / password and the password of the DSC /e-Token.

#### **3. SEARCHING FOR TENDER DOCUMENTS**

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



- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

#### **4. PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published with reference to tender document before submitting their bids.
- 2) Bidders should go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. They should note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF /XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **5. SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the fee / EMD as

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applicable and enter details of the instrument.

- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subject to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid opener
- 4) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **6. ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the

relevant contact person indicated in the tender.

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

### **Annexure-III**

Curriculum Vitae (CV) for key staff that shall be involved in this assignment

1.	Name of Staff	
2.	Position/ Designation	
3.	Name of Firm	
4.	Date of Birth	
5.	Nationality	
6.	Qualification	
7.	Employment Record	

For the purpose of Employment Record

Period with Dates	Name of the firm	Position Held	Nature of Work