

-DFA-



## **NIFTEM Consultancy Division**

# **REQUEST FOR EMPANELMENT (RFE) OF CONSULTANTS**

---



**INDEX**

<b>S.No</b>	<b>Sections</b>	<b>Page No.</b>
1.	Section I: Invitation for Proposals (IFP)	4
2.	Section II: Instruction to Respondents (ITR)	6
3.	Section III: General Conditions of Contract (GCC)	15
4.	Section IV: Technical Proposals (TP) – with formats	18

## **Definitions**

Unless the context otherwise requires, the following terms whenever used in this RFE and Contract has the following meanings:

- a) **“Applicable Law”** means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time.
- b) **“Proposals”** means proposal submitted by respondents in response to the RFE issued by NIFTEM for empanelment of Consultants.
- c) **“Competent Authority”** means the Hon’ble Vice Chancellor, NIFTEM.
- d) **“Committee”** means committee constituted by Competent Authority, NIFTEM for evaluation of Technical Proposals.
- e) **“Consultant”** means any private or public entity, on the panel drawn up by NIFTEM in pursuance of this RFE, which will provide the services to the Institution under the contract.
- f) **“Contract”** means the Contract signed by the parties for empanelment along with the entire documentation specified in the RFE.
- g) **“Day”** means Calendar day
- h) **“Effective date”** means the date on which the contract comes into force and effect.
- i) **“GCC”** means General Conditions of Contract, specified in Section III of RFE.
- j) **“ITR”** means Instructions to Respondents, specified in Section II of RFE.
- k) **“IFP”** means Invitation for Proposals, specified in Section I of RFE
- l) **“Personnel”** means professional and support staff provided by the Consultant and assigned to perform services to execute an assignment and any part thereof.
- m) **“Services”** means the work to be performed by the Consultants pursuant to the empanelment by the Institution and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by NIFTEM.

## **SECTION I: INVITATION FOR PROPOSALS (IFP)**

National Institute of Food Technology Entrepreneurship and Management (NIFTEM, “The Institution”), through its Consultancy Division invites Proposals for empanelment of Consultants for Projects Services to assist the stakeholders of FPI sector in:

- Acquiring right balance of skills and background to understand what drives business in Food Processing Sector and assist with the determination and implementation of continuity management and technology solutions that will allow the organizations to thrive.
- Identification of New innovative technologies in food processing, Project Management, Entrepreneurship, New Business development, International Collaborations, Management related issues, HR related issues, Research and Development initiatives and various other critical requirements, for the growth of food processing industries.
- Prepare a panel of Consultants who would be involved to undertake assignments to support the Institution in
  - Pre feasibility studies
  - Project identification
  - Preparation of Detailed Project Reports
  - Handholding in project execution
  - Investment promotion with special focus on Foreign Direct Investment (FDI)
  - Skill Development as and when a need arises.

1. The services will fall under the following categories:

A1 Project Consultancy
A2 Project Implementation including Monitoring and Evaluation
A3 Post Implementation Support Services
A4 Research and Analysis
A5 Skill Development & Skill Upgradation

2. Only well established and reputed Individuals, Firms / Companies/ Academic & Research, Institutes/ Industry forums and Societies incorporated / registered in India are eligible to participate in this empanelment process, with a minimum average turnover of Rs. 50 Lakh for large firm /Companies/ Medium firms /Companies/ Academic & Research Institutions, Industrial forums & Societies and Rs. 10.00 Lakhs for reputed individuals.
3. The Proposal of RFE document can be obtained on payment of **Rs. 5000/-** (non- refundable) **as processing fee** by DD/ Pay order payable at Kundli in favor of “National Institute of Food Technology Entrepreneurship and Management (NIFTEM)”.
4. Proposals can be submitted up to **28<sup>th</sup> November, 2014 at 3:00 PM** in the office of NIFTEM.
5. **The National Institute of Food Technology Entrepreneurship and Management reserve the right to accept any or reject any or all the proposals in whole or part without assigning any reasons.**

6. The Institution intends to select a panel of consulting firms/organizations as enumerated in Para 2 through evaluation of Technical competence by issue of EOI for Request for Empanelment.
7. Pre-bid Meeting on **17<sup>th</sup> Nov, 2014** at 11:00 AM in, NIFTEM Campus, Plot No. 97, Sector – 56, HSIIDC Industrial Estate, Kundli, District – Sonapat, Haryana-131028

**Address for Communication:**

Registrar, NIFTEM  
National Institute of Food Technology  
Entrepreneurship and Management  
Plot No-97, Sector-56, HSIIDC, Kundli,  
District- Sonapat, Haryana-131028  
Phone: 0130-2281000,2219759

## **SECTION II:** **INSTRUCTIONS TO RESPONDENTS (ITR)**

National Institute for Food Technology and Entrepreneurship Management (NIFTEM) is an autonomous body under MFPI being set up as an apex world class institute of global standards in Food science & Technology. The Institute will cater to the needs of entrepreneurs, industry, exporters, policy makers, the government and the existing institutions.

NIFTEM Consultancy Division intends to build the best available skills in the domain of Food Processing as it has best faculty to assist with the determination and implementation of wide spectrum of technology solutions that will allow the entrepreneurs/organizations – domestic and overseas to compete and innovate in the sector.

### **1. Consultancy Service Requirements**

NIFTEM requires the services of reputed, well established professional firms/ Consultancy agencies/ Individuals, Academic & Research, Institutes, Industry forums and Societies. A panel of consulting firms offering services in the following areas is required by NIFTEM:

#### **1.1**

##### **A. Engineering and Technical Competency Sector- wise:**

- Grain processing
- Fruits & vegetable processing
- Bakery & confectionary Sector
- Fish, meat & poultry processing
- Dairy products processing
- Grape and wine Processing
- Quality Control & Quality Standards
- Food testing Laboratory
- Cold Chain
  - Spices & herb processing.
  - Convenience & snack food.
  - Beverage sector.
  - Health food sector (including **Nutraceutical**)

##### **B. Activity- wise:**

- Marketing of Food Processing Technologies
- Machine/ equipment designing/ sourcing
- Product Development
- Investment Promotion including FDIs
- Legal Expertise
- Supply Chain Management
- Construction and designing of Food Processing Industrial Units.

##### **C. DPR:**

For preparation of DPR for establishing a Food Processing Unit/concept to commissioning service to entrepreneurs for establishing, upgrading, modernising food processing units.

### **1.2 Market Survey/ Market Research/Data Management**

#### **1.3 Project Management**

#### **1.4 Skill Development and Skill Upgradation in FP Sector**

## 2. Conflict of Interest

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

### 2.1 Validity of Proposals

Proposals shall remain valid for a period of 180 (One Hundred Eighty) days after the date of Proposal opening prescribed in RFE. A Proposal valid for shorter period may be rejected as non-responsive. The Institution may solicit the Respondents' consent to an extension of Proposal validity (but without the modification in Proposals).

### 2.2 Right to accept Proposal

NIFTEM reserves the right to accept or reject any Proposal, and to annul the Empanelment process and reject all Proposals at any time prior to award of contract, without thereby incurring any liability to the affected Respondent(s) or any obligation to inform the affected Respondent(s) of the grounds for such decision.

### 2.3 Fraud and Corruption

The Institution requires that the Consultants empanelled through this RFE must observe the highest standards of ethics during the performance and execution of such contract. In pursuance of this policy, the Institution:

- a) Defines, for the purposes of this provision, the terms set forth as follows:
  - (i) "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the Institution or any personnel of Consultant(s) in contract executions.
  - (ii) "**Fraudulent practice**" means a mis-presentation of facts, in order to influence a procurement process or the execution of a contract, to the Institution, and includes collusive practice among Respondents (prior to or after Proposal submission) designed to establish Proposal prices at artificially high or non-competitive levels and to deprive the Institution of the benefits of free and open competition;
  - (iii) "**Unfair trade practices**" means supply of services different from what is ordered on, or change in the Scope of Work which was given by the Institution.
  - (iv) "**Coercive practices**" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the execution of contract.
- b) Will reject a proposal for award, if it determines that the Respondent recommended for award, has been determined by the Institution to having been engaged in corrupt, fraudulent or unfair trade practices.
- c) Will declare a Consultant ineligible, either indefinitely or for a stated period of time, for awarding the contract, if it at any time determines that the Consultant has engaged in corrupt, fraudulent and unfair trade practice in competing for, or in executing, the contract.

### 3. Clarifications and amendments of RFE Document

Pre- bid Meeting will be called at a specified date/ time for:

#### 3.1 RFE Clarifications

During pre qualification and technical evaluation of the Proposals, the Institution may, at its discretion, ask Respondents for clarifications on their proposal. The Respondents are required to respond within the time frame prescribed by the Institution.

#### 3.2 Amendments in RFE

At any time prior to deadline for submission of proposal, the Institution may for any reason, modify the RFE. The prospective Respondents having received the RFE shall be notified of the amendments through website and such amendments shall be binding on them.

### 4. Process for Empanelment of Respondents

This enquiry is in the nature of Request for Empanelment (RFE) intended to result in the selection of a panel of Consultants. The responses received pursuant to this RFE will be evaluated as per the criteria specified in this document and the qualified Consultants will be placed on the panel of Consultants. Adequate number of the empanelled Consultants will be invited, as and when projects arise, to submit their Proposals based on detailed EOI/Terms of Reference (TOR) / RFP on a project-to project basis. The Consultants, to work with the Institution on a specific project, will be selected after an evaluation of the techno-commercial proposals received pursuant to such an EOI/TOR/RFP.

The nature, quantum and Scope of work for specific projects will evolve depending upon the requirements the Institution. Under these circumstances, the panel to be selected in pursuance of this enquiry would be utilized for a period of 3 Financial years i.e., upto 2014- 15.

### 5. Eligibility

#### 5.1. General Eligibility

a. Only well established and reputed Individuals, Firms / Companies and Academic & Research, Institutes, Industry forums and Societies incorporated / registered in India are eligible to participate in this empanelment process, with a minimum average turnover during last 3 Financial years of

- Rs. 50.00 Lakhs for large firm /Companies/ Medium firms /Companies/ Academic & Research Institutions, Industrial forums & Societies.
- Rs. 10.00 Lakhs for reputed individuals.

b. The eligible entities may be incorporated or registered under the Indian Companies Act, 1956, The Partnership Act, 1932 or the Registration of Societies Act.

c. Respondents are eligible to respond based on the other eligibility criteria stated in Clause 5.2 of Section II.

#### 5.2. Eligibility Criteria

Along with the General Eligibility criteria given in Clause 5.1 of Section II, Respondent has to satisfy the following Pre-qualification criteria to apply for empanelment. Consultancy firms and companies and Individuals & Academic & Research Institutes and Societies satisfying the following criteria are eligible to submit Proposal for RFE.



**Firms/Companies/ Individual Consultants/ Academic & Research Institutes/ Industrial Forums and Societies:**

- i. The Firm /Company/ Individual Consultants/ Academic & Research Institutes/ Industrial Forums and Societies may have been in existence in India for a period of at least 3 years
- ii. The firm/company/ Academic & Research Institutes/ Industrial Forums and Societies may have had an average turnover of **Rs.50.00 Lakhs** for Large firms /Companies, Medium firms /Companies, **Small** firms /Companies, Academic & Research Institutes/ Industrial Forums and Societies from Consultancy services during the last 3 financial years as revealed by audited accounts.
- iii. Individual Consultants may have had a minimum average turnover of **Rs. 10.00 Lakhs** from Consultancy services during the last 3 financial years as revealed by audited accounts.
- vi. The Firm/Company/ Academic & Research Institutes/ Industrial Forums and Societies may have an employee base of more than 10 professionals (Consulting) in India.
- vii. The Firm / Company/Individual Consultants/ Academic & Research Institutes/ Industrial Forums and Societies may have experience as indicated below:

S.No	Competency Area	Technical / Experience
1	<p><b>A. Engineering and Technical Consultancy in the following Sectors :</b></p> <ul style="list-style-type: none"> <li>• Grain processing</li> <li>• Fruits &amp; vegetable processing</li> <li>• Bakery &amp; confectionary Sector</li> <li>• Fish, meat &amp; poultry processing</li> <li>• Dairy products processing</li> <li>• Grape and wine Processing</li> <li>• Quality Control &amp; Quality Standards</li> <li>• Food testing Laboratory</li> <li>• Cold Chain                             <ul style="list-style-type: none"> <li>• Spices &amp; herb processing.</li> <li>• Convenience &amp; snack food.</li> <li>• Beverage sector.</li> <li>• Health food sector (including <b>Nutraceutical</b>)</li> </ul> </li> </ul> <p><b>B. Competencies for Consultancy in the following areas:</b></p> <ul style="list-style-type: none"> <li>• DPR Preparation</li> <li>• Marketing of Food Processing Technologies</li> <li>• Machine/ equipment designing/ sourcing</li> <li>• Product Development</li> <li>• Investment Promotion including FDIs</li> <li>• Legal Expertise</li> <li>• Supply Chain Management</li> <li>• Construction and designing of Food Processing Industrial Units.</li> </ul> <p><b>C. DPR:</b> For preparation of DPR for establishing a Food Processing Unit/concept to commissioning</p>	<p>Must have provided engineering and technical Consulting for a minimum of 10 projects for the last 3 years, out of which a minimum of 5 must be in the Food Processing Sector.</p> <p>Must have provided Consulting services in the areas identified for a minimum of 10 projects for the last 3 years, out of which a minimum of 2 must be in the Food Processing Sector.</p>

	<p>service to entrepreneurs for establishing, upgrading, modernizing food processing units.</p>	
2	<p>Market Research/ Market Survey/ Data Management</p>	<p>Applicant Firms must have experience of conducting large / medium scale Market Research/ Market surveys/ Data Management activities, involving:</p> <ul style="list-style-type: none"> <li>• Primary data collection in the areas of social and economic fields or Market Research for Government and Private Organizations.</li> <li>• A summary list and detailed information on Market research/ surveys/ Data Management assignments completed in the last three years or in-progress may be provided in the prescribed format.</li> <li>• Market Research/Surveys/ Data Management on Food Processing Sector and related fields should be listed first followed by assignments in other sectors. (Only those survey assignments should be included for which Consultancy Fees charged is not less than Rs. five lakh and the applicant firm were</li> </ul>
3	<p>Project Management</p>	<p>Applicant firms must have experience of conducting:</p> <ul style="list-style-type: none"> <li>• Pre- feasibility Studies</li> <li>• Preparation of Detailed Project Reports</li> <li>• Preparation of Action Plan/ Blue Print</li> <li>• And similar assignments for infrastructure development in Food processing sector.</li> </ul> <p>A summary list and detailed information on studies/assignments completed in the last three years or in-progress may be provided in the prescribed format.</p> <ol style="list-style-type: none"> <li>1. Assignments in Food Processing Sector should be listed first followed by assignments in other sectors.</li> <li>2. Only those assignments should be included for which Consultancy Fees</li> </ol>

		charged is not less than Rs. five lakh and the applicant firm were the lead Consultants.
4	Skill Development & Skill Upgradation in FPI Sector	Applicant must have experience in providing training for Skill Development for a minimum of 3 years.

The Firm/ Company / Individual Consultants/ Academic & Research Institutes and Societies should have had experience and expertise in handling at least 3 (Three) Consultancy Projects (related to FP Sector) involving

- Pre feasibility studies
- Project identification
- Preparation of Detailed Project Reports
- Handholding in project execution
- Investment promotion with special focus on Foreign Direct Investment (FDI)
- Skill Development and Skill Upgradation

In India during the last 3 years.

### 5.3 Disqualifications

NIFTEM may at its sole discretion and at any time during the evaluation of Proposal, disqualify any Respondent, if the Respondent has:

- a) Submitted the Proposal documents after the response deadline;
- b) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements
- c) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years;
- d) Submitted a proposal that is not accompanied by required documentation or is non-responsive;
- e) Failed to provide clarifications related thereto, when sought;
- f) Submitted more than one Proposal;
- g) Declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices or blacklisted.
- h) Submitted a proposal with price adjustment/variation provision.

### 6. Request for Empanelment

The Respondent is expected to examine all the instructions, guidelines, terms and condition and formats in the RFE. Failure to furnish all the necessary information as required by the RFE on submission of a proposal not substantially responsive to all the aspects of the RFE shall be at Respondent's own risk and may be liable for rejection. The entire set of RFE is available for a free download in the Tenders Section at: [www.niftem.ac.in](http://www.niftem.ac.in)

### 7. Pre Proposal Queries

The prospective Respondent, requiring any clarification on RFE may notify the same in the form of a written query to the Institution latest by the date specified for Pre- bid Meeting.

## **8. Preparation of Proposal**

The Respondents shall comply with the following related information during preparation of the Proposal.

- a. The Proposal and all associated correspondence shall be written in English and shall conform to prescribed formats. Any interlineations, erasures or over writings shall be valid only if they are initialled by the authorized person signing the Proposal.
- b. The Proposal shall be typed or written in indelible ink (if required) and shall be signed by the Respondent or duly authorized person(s) on each page to bind the Respondent to the contract. The letter of authorization shall be indicated by written Power of Attorney and shall accompany the Proposal.
- c. In addition to the identification, the covering letter (Form 1) shall indicate the name and address of the Respondent to enable the proposal to be returned in the case it is declared late pursuant, and for matching purposes.
- d. Proposals received by facsimile shall be treated as defective, invalid and rejected. Only detailed complete proposals in the form indicated above received prior to the closing time and date of the proposals shall be taken as valid.
- e. Respondents are not permitted to modify, substitute, or withdraw Proposals after its submission.

## **9. Submission, Receipts and Deposit of Proposals**

The Respondent shall submit the proposal in hard copy. However, during the course of evaluation of Proposal, as well as during the period of contract, the Evaluation Committee has the right to carry out a due diligence in a fashion relevant to understand the facts.

**It may be noted that the respondent can submit proposal for multiple competencies, which requires only one document fee of Rs. 5000/- and EMD of Rs 1.00 Lakhs for Large firms /Companies, Medium firms /Companies, Small firms /Companies, Academic & Research Institutes/ Industrial Forums and Societies except individual consultants.**

### **9.1. Submission of Proposals by Respondents**

- a. Respondent shall submit responses (referred to as 'Proposals' herein) only to the contact person mentioned in Clause 7 of Section 1.
- b. The list of documents to be submitted as part of proposals is provided in Clause 9.2 in Section II.

### **9.2 List of documents to be submitted as part of Proposal**

#### **1. Form I: Proposal Form**

- i. Covering letter for empanelment of Consultants in Form 1.

#### **2. Form II: Pre-qualification Proposal-General Information**

- i. General information related to pre-qualification of the Respondent as specified in Forms II.
- ii. Certified copies of Audited Balance Sheets of preceding 3 years wherever applicable. (scanned copies of original statements)

iii. Any other supporting information that is relevant to Pre qualification proposal.

### 3. Form III: Technical Proposal –Category based details

- i. Technical proposal related to Category-based details in Forms III
- ii. Any other supporting information and documents that is relevant to the Technical Proposal

### 4. Form IV: Contract Agreement

- i. Draft Contract Agreement for Empanelment with Consultants

### 9.3 Deposit:

**EMD of Rs. 1.00 Lakhs** to be deposited for business firms with turnover of Rs 50.00 Lakhs and above, reputed individuals with Rs 10 Lakhs turnover need not to deposit EMD however, project security money will have to deposited by the individual consultant/firm at the time of receiving any project/assignment.

### 9.4 Deadline for submission of Proposals

Proposals from Respondents, complete in all respects must be submitted in sealed covers addressed by name to Sushil Kumar, Registrar, National Institute of Food Technology Entrepreneurship and Management (NIFTEM), Plot No-97, Sector-56, HSIIDC, Kundli, District- Sonapat, Haryana-131028 and received by the Institution at the address specified in Section 1 Clause 9.

**Last Date for Submission of Proposal: 28<sup>th</sup> November, 2014**

**Deadline for submission: 3.00 P.M.**

## 10. Evaluation Criteria and Evaluation of Proposals

The Institution may form an Evaluation Committee to evaluate the Proposals submitted by Respondents for a detailed scrutiny. During evaluation of Proposals, the Institution, may, at its discretion, ask the Respondents for clarification of their Proposals.. The process for evaluation of Proposals is as given below:-

- a. **Preliminary Scrutiny:** Preliminary scrutiny of the Proposals for eligibility will be done to determine whether the Proposals are complete, whether the documents have been properly signed, whether any computational errors have been made, and whether the Proposals are generally in order. Proposals not conforming to such preliminary requirements will be *prima facie* rejected.
- b. **Conformance to eligibility criteria:** Proposal responses conforming to preliminary scrutiny requirements will be checked for conformance to the eligibility criteria stated in ITR Clause 5. Non-conforming Proposals will be rejected.
- c. **Technical Evaluation:** Technical Proposals would be opened only for those Respondents, who are qualified during the Pre qualification of Proposals. If a Technical Proposal is determined as not substantially responsive, the Institution will reject it. Technical Proposals conforming to eligibility criteria will be taken up for detailed technical evaluation. The Respondents may be required to make presentation before the Technical Committee. The **parameters and weightages** to be used for technical evaluation will be based upon:

Max. Marks

- a) The background of the Consulting Individuals, Firm/organization. 15
  - b) Details of such major previous work during the last 3 years and past experience in carrying out similar work for serving. 40
  - c) Duration of Consulting Services beyond 5 years 20
  - d) Satisfactory performance certificates from previous/current Organizations in Consulting Services 15
  - e) Turn over for last three years. 10
- d. Technically qualified Respondents:** All the Respondents who secure a Technical Score of **70%** or more will be declared as technically qualified for empanelment with NIFTEM. Institute.

#### **11. Award of Contract**

On acceptance of Proposal for awarding the contract, NIFTEM will notify the successful Respondents in writing that their proposals have been accepted. The Institution and successful Respondents sign the Contract Agreement at the time of signing of Contract. After signing of the Contract Agreement, no variation in or modification of the term of the Contract shall be made except by written amendment signed by the parties. The draft Contract Agreement is enclosed as Form IV.

#### **12. Confidentiality**

Information relating to the examination, clarification and comparison of the Proposals shall not be disclosed to any Respondents or any other persons not officially concerned with such process until the empanelment process is over. The undue use by any Respondent of confidential information related to the process may result in rejection of its Proposal. During the execution of the project except with the prior written consent of the Institution, the Consultant and its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the Contract.

## **SECTION III: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Application**

These general conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them. For interpretation of any clause in the RFE or Contract Agreement, the interpretation of the Institution shall be final and binding on the Consultants.

### **2. Relationship between the Parties**

Nothing mentioned herein shall be construed as relationship of master and servant or of principal and agent as between the 'Institution' and 'the Consultant'. The Consultant subject to this contract for empanelment has complete charge of its personnel in performing the services under the Project executed by the Institution from time to time. The Consultants shall be fully responsible for the services performed by them or on their behalf hereunder.

### **3. Standards of Performance**

The Consultant shall perform the services and carry out their obligations under the Contract with due diligence, efficiency and economy in accordance with generally accepted professional standards and practices. The Consultant shall always act in respect of any matter relating to this contract as faithful advisor to the Institution. The Consultant shall always support and safeguard the legitimate interests of the Institution, in any dealings with the third party. The Consultant shall abide by all the provisions/Acts/Rules laws prevalent in the country. The Consultant shall conform to the standards laid down in the RFE in totality.

### **4. Consultant Personnel**

The Consultant shall employ and provide such qualified and experienced personnel as may be required to perform the services under the specific project assigned by the Institution. No personnel can be assigned or removed from a specific project without the Institution's prior written approval.

### **5. Applicable Law**

Applicable Law means the laws and any other instruments having the force of law in India as they may be issued and in force from time to time. The Contract shall be interpreted in accordance with the laws of the Union of India.

### **6. Intellectual Property Rights**

No services covered under the Contract shall be sold or disposed by the Consultant in violation of any right whatsoever of third party, and in particular, but without prejudice to the generality of the foregoing, of any patent right, trademark or similar right, or any charge mortgage or lien. The Consultant shall indemnify the Institution from all actions, costs, claims, demands, expenses and liabilities, whatsoever, resulting from any actual or alleged infringement as aforesaid and at the expenses of the Consultant, the Institution shall be defended in the defense of any proceedings which may be brought in that connection.

### **7. Governing Language**

The Contract shall be written in English Language. English version of the Contract shall govern its interpretation. All correspondences and other documents pertaining to the contract, which are exchanged between the parties, shall be written in the English Language.

### **8. Performance Assessment**

This RFE is for empanelment of the Consultants for execution of the assignments from time to time. If during execution of the Project, following problems were to be found, then a penalty of 1% of the Contract value per week (subject to maximum of 20%) may be imposed by the Institution, which will be the part of Project specific RFE and Terms of Reference:

- i. Quality of deliverable is not up to the mark, (till the quality is improved to the required extent)
- ii. Delays in deliverables
- iii. Not assigning adequate resources in time
- iv. Not engaging resources on a dedicated basis, even when required
- v. Assigning resources that do not meet the clients requirements
- vi. Inadequate interaction with the client department.
- vii. The work is either not complete or not completed satisfactorily as per the approved time schedule or the quality of deliverable. If the delay is beyond 10 weeks then the Institution may rescind the Contract and shall be free to get it done from other empanelled Consultants at the risk and costs of the appointed Consultant. The Institution may debar the Consultant for applying in its future empanelment also.

#### **9. Termination of association with the Institution**

The empanelled Consultant's association with the Institution will terminate in following two ways:

- i. The term of Contract expires
- ii. Termination of Contract by the Institution due to non-performance during the execution of Project -
  - a. Performance is below expected level
  - b. Non adherence to the timelines of the Project
  - c. Quality of work is not satisfactory.

#### **10. Resolution of Disputes**

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

##### **10.1 Amicable Settlement**

Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, then Clause 10.2 of GCC shall become applicable.

##### **10.2 Resolution of Disputes**

In the case dispute arising between the Institution and the Consultant, which has not been settled amicably, the Consultant can request the Institution to refer the dispute for Arbitration under Arbitration Act, 1996. Such disputes shall be referred to Arbitral Tribunal. The Indian Arbitration and Conciliation Act, 1996 and any statutory modification or re-actment thereof, shall apply to these arbitration proceedings. Arbitration proceedings will be held in India at Mumbai and the language of the arbitration proceeding and that of all documents and communications between the parties shall be in English. The decision of the majority of arbitrators shall be final and binding upon both the parties. All arbitration awards shall be in writing and shall state the reasons for the award. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Institution and the



Consultant. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

**11. Legal Jurisdiction**

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated at New Delhi only.

**SECTION IV: TECHNICAL PROPOSAL (TP) – FORMATS**

The National Institute of Food Technology Entrepreneurship and Management invite Proposals for empanelment of Consultants Projects assignments to assist the Institution in developing of New innovative technologies in food processing, Project Management, Entrepreneurship, New Business development, International Collaborations, Management related issues, HR related issues, Research and Development initiatives and various other critical requirements, for the growth of food processing industries. The selection of Consultants for empanelment would be done by examining the Pre Qualification Criteria and Technical Proposals only. Techno –Commercial Proposals would be called for during the execution of specific project, as and when it will come to the Institution during the contract period of 03 years.

The following are the response formats to be used by Consultants for Proposals related to empanelment of Consultants:

S.No	FORM	DETAILS
<b>A. Form I: Proposal Form</b>		
1	Form I	Covering Letter for empanelment of Consultants
<b>B. Form II: Prequalification Proposal Form- General Information</b>		
2	Form II	<b>General Information for</b> ❖ <b>Firms/ Companies</b> ❖ <b>Academic and Research Institutes and Societies</b>
<b>C. Form III: Technical Proposal- Category related details</b>		
3	Form III	Category based Details
<b>D. Form IV: Contract Agreement</b>		
4	Form IV	Draft Contract Agreement

**A. PROPOSAL FORM**

The Respondents are required to submit the covering letter in the Form I. This Form forms should be in the letter head of the Respondents and the existing Consultants, who are submitting the proposal.

**FORM I:**

**Covering Letter (on Respondent’s letterhead)**

To,

Date:

Registrar, NIFTEM  
National Institute of Food Technology Entrepreneurship and Management (NIFTEM)  
Plot No-97, Sector-56, HSIIDC, Kundli,  
District- Sonapat, Haryana-131028

Dear Sir,

**Sub: Proposal for Empanelment of Respondents**

1. Having examined the RFE, we, the undersigned, offer to propose for the Empanelment of Consultants with the Consultancy Division of National Institute of Food Technology Entrepreneurship and Management, in full conformity with the said RFE.

2. We have read the provisions of RFE and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

3. We agree to abide by this Proposal, consisting of this letter, the Pre-qualification and Technical Proposal, the duly notarized written power of attorney, and all attachments, for a period of 90 days from the date fixed for submission of Proposals as stipulated in the RFE and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.

4. Until the formal final Contract is prepared and executed between us, this proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

We hereby declare that all the information and statements made in this proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

5. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

6. We understand NIFTEM is not bound to accept any proposal it receives.

**Signature.....**

**In the capacity of.....**

**Duly authorized to sign Proposal for**

**and on behalf of.....**

**Date.....**

**Place.....**

**B. PRE-QUALIFICATION PROPOSAL FORMAT - GENERAL INFORMATION**

*The Respondents are required to submit their Pre-qualification proposals and existing Consultants are required to update their profiles in the following Form:*

**Form II General Information**

- A. Eligibility (Please specify)
  - a. Individual
  - b. Firm/Company;
  - c. Academic & Research Institutes and Societies;
- B. Name
- C. Contact details
  - a. Address
  - b. Telephone Number
  - c. Fax
  - d. Mobile
  - e. Email
  - f. Website
- D. Locations and Addresses of office
  - a. Indian
  - b. Overseas
- E. Turnover (wherever it is applicable)
  - a. Financial Turnover- 2009- 2014
  - b. Consultancy related Turnover- 2009-2014
  - c. Net worth of the Company as on 31st March 2014
- F. Number of Professionals in the Organization
  - a. Management
  - b. Consulting
  - c. Others
- G. Details of Authorized Persons -
- H. Legal Status
- I. Consultancy Projects Experience (use tabular form)

a.	Name of Organization	
b.	Address	
c.	Contact Person	
d.	Project name and scope	
e.	Duration of Assignment-Start date /End date	
f.	Order value of the project	
g.	Food Processing Sector related experience (use tabular form)	

**Signature.....**  
**In the capacity of.....**  
**Duly authorized to sign Proposal for**  
**And on behalf of.....**

**Date.....**  
**Place.....**

**C. Technical Proposal Formats**

The Respondents are required to submit their Technical Proposals in the following Form:

**Form III: Category based Details**

1. The following types of information are sought from the Respondents for each category:
  - Respondents understanding of the work involved in Consultancy projects in the Public Sector
  - Relevant experience of the Respondents in providing Consultancy to the Public Sector
2. Domain/Subject specific experience in projects related to Food Processing Sectors in the following Competency Areas:

Competency Area
<p><b>A. Engineering and Technical Consultancy in the following Sectors</b></p> <ul style="list-style-type: none"><li>• Grain processing</li><li>• Fruits &amp; vegetable processing</li><li>• Bakery &amp; confectionary Sector</li><li>• Fish, meat &amp; poultry processing</li><li>• Dairy products processing</li><li>• Grape and wine Processing</li><li>• Quality Control &amp; Quality Standards</li><li>• Food testing Laboratory</li><li>• Cold Chain<ul style="list-style-type: none"><li>• Spices &amp; herb processing.</li><li>• Convenience &amp; snack food.</li><li>• Beverage sector.</li><li>• Health food sector (including <b>Nutraceutical</b>)</li></ul></li></ul>
<p><b>B. Competencies for Consultancy in the following areas:</b></p> <ul style="list-style-type: none"><li>• Marketing of Food Processing Technologies</li><li>• Machine/ equipment designing/ sourcing</li><li>• Product Development</li><li>• Investment Promotion including FDIs</li><li>• Legal Expertise</li><li>• Supply Chain Management</li><li>• Construction and designing of Food Processing Industrial Units</li></ul>
<p><b>C. DPR:</b></p> <p>For preparation of DPR for establishing a Food Processing Unit/concept to commissioning service to entrepreneurs for establishing, upgrading, modernizing food processing units</p>
<p><b>D. Market Research/ Market Survey/ Data Management</b></p>
<p><b>E. Project Management</b></p>
<p><b>F. Skill Development &amp; Skill Upgradation in FP Sector</b></p>

3. Proposed approach and methodology of Respondents for Food Processing Sector project assignments pertaining to :

Competency Area
<b>B. Engineering and Technical Consultancy in the following Sectors</b> <ul style="list-style-type: none"><li>• Grain processing</li><li>• Fruits &amp; vegetable processing</li><li>• Bakery &amp; confectionary Sector</li><li>• Fish, meat &amp; poultry processing</li><li>• Dairy products processing</li><li>• Grape and wine Processing</li><li>• Quality Control &amp; Quality Standards</li><li>• Food testing Laboratory</li><li>• Cold Chain<ul style="list-style-type: none"><li>• Spices &amp; herb processing.</li><li>• Convenience &amp; snack food.</li><li>• Beverage sector.</li><li>• Health food sector (including <b>Nutraceutical</b>)</li></ul></li></ul>
<b>B. Competencies for Consultancy in the following areas:</b> <ul style="list-style-type: none"><li>• Marketing of Food Processing Technologies</li><li>• Machine/ equipment designing/ sourcing</li><li>• Product Development</li><li>• Investment Promotion including FDIs</li><li>• Legal Expertise</li><li>• Supply Chain Management</li><li>• Construction and designing of Food Processing Industrial Units</li></ul>
<b>C. DPR:</b> <p>For preparation of DPR for establishing a Food Processing Unit/concept to commissioning service to entrepreneurs for establishing, upgrading, modernizing food processing units</p>
<b>D. Market Research/ Market Survey/ Data Management</b>
<b>E. Project Management</b>
<b>F. Skill Development &amp; Skill Upgradation in FPiSector</b>

4. Profiles of key people involved

**Respondent is required to submit the related details in the following format**

1	Understanding of the work involved in category:
[Provide details of your understanding of the work involved in Consultancy projects in the Public Sector]	
2	Relevant experience in category:
[Provide details of relevant consulting experience in the Public Sector]	
3	Domain specific experience in category:
[Provide details of category related experience – Different Competency Areas in Food Processing Sector [This is indicative in nature. You may also provide details of experience related to other Areas]	
4	Methodology for execution :
<p style="text-align: center;">◆ Specify a specific methodology to address the Institution's requirements in respect of Consultancy in FP Sectors.      ◆ Please describe the methodology</p>	
5	Profiles of Key people involved in category:
<p>[Provide the profiles of key people/core members who will be involved in the Institution's assignments. This should consist of Key Respondents, who will carry out major tasks, Strategic Planners and Domain Experts &amp; Subject Matter Experts having relevant experience]</p> <p>[The profiles should contain the following details:</p> <ul style="list-style-type: none"> <li>❖ S.No.</li> <li>❖ Name</li> <li>❖ Designation</li> <li>❖ Date of joining the Organization</li> <li>❖ Educational Background</li> <li>❖ Certifications</li> <li>❖ Summary of Professional/ domain experience</li> <li>❖ Significant accomplishment</li> <li>❖ Specific role to be played in Institution's assignments</li> </ul> <p><b><u>Note: Copy of agreement containing the terms of engagement between the key people/ personnel who will be involved in NIFTEM's assignments, should be necessarily attached with the bio-data/ profiles.</u></b></p>	

Signature.....  
 In the capacity of.....  
 Duly authorized to sign Proposal for  
 And on behalf of.....

Date.....  
 Place.....

**Form IV: Draft Contract Agreement**

**CONTRACT AGREEMENT**

**THIS AGREEMENT** is made on the ..... day of .....2014 between the **National Institute of Food Technology Entrepreneurship and Management** (hereinafter called "**the Institution**") on one part and..... (Name of Consultant) (herein after called "**the Consultant**") of the other part:

**WHEREAS**

- a) The Institution is desirous that the empanelled Consultant should execute Projects that the Institution may identify, to support the Institution in framing, implementing and delivering integrated Technical solutions in the areas of Consulting in FP sectors, processes and systems etc. as and when a need arises.
- b) The Consultant, having represented to the Institution that he has the required professional skills, and personnel and technical resources, has agreed to provide the services on the terms and conditions set forth in this contract;

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

- 1) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the RFE.
- 2) The following documents in relation with Request For Empanelment issued for selection of Consultants for Empanelment shall be deemed to form and be read and construed as part of this Agreement viz:

- a) Invitation for Proposals
- b) Instructions to Respondents
- c) The General Conditions of Contract
- d) All formats and documents submitted by Consultant during submission of Proposal.
- e) Notification of Award.

- 3) The contract shall begin from the date of signing of the contract as and when a Project is assigned to the Consultant by the Institution. Terms of Reference / Expression of Interest / Request for Proposal would be issued to all the empanelled Consultants for submission of Techno-Commercial Proposal to the specific project.

- 4) The Consultant would be empanelled for 03 years with the Institution from the date of signing of Contract Agreement.

- 5) The Institution requires that Consultants must provide professional, objective, and impartial advice and at all times hold the Institution's interests paramount, strictly avoid conflicts with other assignments/jobs, downstream projects or their own corporate interests and act without any consideration for future work. The Consultant is also required to furnish a **Statement of Non Conflict** along with their technical bids.

- 6) The mutual rights and obligations of the Institution and the Consultant shall be as set forth in the Contract, in particular:



- a) The Consultant shall carry out the services in accordance with the provisions of the Contracts; and
- b) NIFTEM shall make payments to the Consultant in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

**For and on behalf of the National  
Institute of Food Technology  
Entrepreneurship and Management**

**For and on behalf of [Name of Consultant]**

**[Authorized Representative]**

**[Authorized Representative]**



[Note: If the Consultant consists of more than one entity, all these entities should appear as signatories]