



हरियाणा राज्य बीज प्रमाणीकरण संस्था
(राज्य सरकार का संस्थान)

Haryana State Seed Certification Agency
(A State Government Undertaking)

Registered Office

PANCHKULA (HARYANA), INDIA
Telephone No. 0172-2567642 (O)
Email: hsscakpl@gmail.com, dir-sca@hssca.org.in

Administrative Office

Beej Parmanikaran Bhawan, 11-12,
Sector-14, Panchkula-134109, Haryana
Tel 0172-2587573; Fax 0172-2574134

No. HSSCA/2024/ 396-402

Dated: 6-2-24

To

1. KPMG Advisory Services Pvt. Ltd., Chandigarh,
Unit No. A 505, 5th Floor, Elante Offices, Plot No. 178-178A,
Industrial Area, Phase I, Chandigarh.
2. Ernst & Young LLP, New Delhi,
6th Floor, Wing A&B, World Mark-1,
Aerocity, IGI Airport, Opp. Holiday Inn,
New Delhi 1100037.
3. Grant Thornton Bharat LLP, Gurgaon,
21st Floor, DLF Square, Jacaranda Marg,
DLF Phase-II, Gurugram-122002.
4. Primus Partners Private Limited, Jaipur,
86/SP, 63, Behind Yes Bank, Partap Nagar,
Jaipur, Rajasthan-302033.
5. Mazars Advisory LLP, New Delhi,
Flat Nos. 106 & 107, 1st Floor,
Mercantile House, 15 Kasturba Gandhi Marg,
New Delhi-110001.
6. BDO India LLP, Mumbai,
The Ruby-Level 9, NW Wing, Senapati Bapat Marg,
Dadar, West Mumbai-400028.
7. Deloitte Touch Tohmatsu India LLP, Mumbai,
One International Centre (Formerly India Bulls Finance Centre),
Tower 3, 27th – 33rd Floor, Senapati Bapat Marg,
Elphin Store Road (W), Mumbai-400013.

Subject:- Setting up of Project Management Unit for Haryana State Seed Certification Agency, Panchkula.

This office intends to setup a project Management Unit (PMU) for consultancy for "Organic Certification" to support the training, Design and accreditation of Haryana State Seed Certification Agency. The schedule

with related to selection process is as under:-

S. No.	Event Description	Scheduled Date (Tentative)
1	Issuance of ToR	6.02.2024
2	Last date for receiving queries/clarifications	On or before 21.02.2024
3	Communication of corrigendum if required based on pre-bid queries	28.02.2024
4	Technical presentation	11.03.2024
5	Opening of Financial Bid for Selected agency	18.03.2024
6	Discussion with selected agency on financial rates	21.03.2024

You are requested to submit your proposal as per the terms & Conditions contained in letter no. Admn./265/2SIT/17493, dated 15.06.2022 & Terms of Reference (ToR) attached with this letter. You are further requested to follow the scheduled strictly as no relaxation in this regard will be allowed. The ToR can also be downloaded from the website of this agency i.e. <https://hssca.org.in/>

Encl:- as above.

Jeevender Singh
Accounts Officer,
for Director *JS*

CC:-

✓ A copy is forwarded to PS to Director, Haryana State Seed Certification Agency for his ~~his~~ kind information.

Terms of Reference (ToR)
For
Selection of Project Management Unit (PMU)
for
Consultancy for “Organic Certification” to support the training,
design, and accreditation of
Haryana State Seed & Certification Agency



Haryana State Seed Certification Agency
Bays 11 - 12, Sector - 14,
Panchkula, Haryana 134109

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DISCLAIMER

The information contained in this Terms of Reference document (the "**ToR**") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Haryana State Seed & Organic Certification agency (Client) or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this ToR and such other terms and conditions subject to which such information is provided.

This ToR is not an agreement and is neither an offer nor invitation by the Client to the prospective Bidders or any other person. The purpose of this ToR is to provide interested parties with information that may be useful to them in preparing their technical presentation and financial offers pursuant to this ToR (the "**Presentation**").

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Client or any other costs incurred in connection with or relating to its Presentation. All such costs and expenses will remain with the Bidder.

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

TERMS OF REFERENCE (TOR) FOR SELECTION OF PMU

Introduction

It has been informed by Department of IT, Electronics & Communication, Haryana that in order to facilitate the engagement of qualified resources by various Govt. Departments/Organizations, HARTRON has empaneled agencies for providing consultancy services on man-month rate basis for a period of two years by adoption due procedure of the Govt./Corporation.

Basis the above information, Haryana state seed certification agency invites HARTRON empaneled agencies to deliver their detailed presentation basis the below ToR

Detailed Scope of Work

Project Description

Haryana State Seed Certification Agency (HSSCA) Panchkula is tending to prepare Operating and Quality manuals based on ISO 65 guidelines following National Programme for Organic Production (NPOP) and other international standards. The agency plans to conduct capacity building (training of staff) establishment and implementation of effective working system for getting accreditation from Agriculture and Processed Food Products Export Development Authority (APEDA).

To meet the above stated objective HSSCA plans to take services as per terms and conditions laid down in the Terms of Reference-

Scope of Work

- i. Developing effective working systems and preparation of Quality, Operating/working manuals and documents according to ISO 65.
- ii. Organising extensive training program focusing on capacity building of HSSCA staff with reference to NPOP standards and relevant international standards.
- iii. To provide trainings during field visits inspection and other practical demonstrations like documentations, record keeping (farmer diary etc.)

Deliverables

The deliverables may include developing and providing material related to: -

- Principles and practices of organic agriculture.
- ISO 65 document and its relevance to certification body.
- International organic standards and NPOP
- Package of practices for organic crops
- Develop system including quality and operating manuals according to ISO 65 guidelines and format template for working documents (forms, checklist, reports etc)
- Training on means and methods of auditing system for organic inspection (documents and records).
- Online application to APEDA for accreditation (fee will be paid by HSSCA)

Duration

The duration of entire program is 12 months. This could be extended on mutual agreement for further deliverables, timelines, and commercials.

Resources Required

S. No	Position	No. of resources	Minimum qualification	Minimum relevant experience (HARTRON Criteria)	Tenure Period
1.	Agribusiness Expert and Team leader	1	MBA/PGDM or M.Sc. (Ag.) with relevant experience of Agribusiness Sector	Senior Consultant (6 Yrs. and < 10 Yrs.)- Management Profile	12 months
2.	Project Consultant*	1	MBA/PGDM or M.Sc. (Ag.) with relevant experience of Organic Certification projects	Consultant (3 Yrs. and < 6 Yrs.)- Technology Profile	12 months but may be expendable as per requirement.

Note: Tenure of Resources required could be increased/ decreased based on requirements.

CRITERIA AND PROCEDURE OF EVALUATION

Evaluation of the qualified bidders shall be done by Client based on the following Evaluation Criteria:-

Evaluation Criteria	Parameters for Evaluation	Maximum Marks
A. The consulting organization's financial strength and past working experience in the agriculture sector. (40 marks)	Experience of implementation of Projects related to Organic Certification/ Organic Processes / Farmer Outreach with Ministry of Agriculture & Farmers Welfare (MoA&FW), allied ministries (like MoFAHD) /agencies (5 marks per project/assignment)	15
	Experience of working with Agriculture & Allied Department in Haryana (5 marks per project/assignment)	10
	Experience of supporting in production of organic planting material	5
	Experience of distribution and supply of value added / nutrient enriched seed	5
	Financial Strength of the Organization • Annual turnover on pro-rata basis	5
B. Strategy plan for execution of key deliverables mentioned in ToR. (20 Marks)	Clear understanding of needs of Haryana State Seed Certification Agency	10
	Understanding of the Deliverables	10
B.2 Approach & Methodology And Technical Presentation (20 marks)	Approach and Methodology	10
	Technical Presentation	10
C. Profiles of the key candidates who would be engaged for the project (20 marks)	Agribusiness Expert and Team leader	12
	Project Consultant	8
Total		100

- The top scorer (T1) will be selected, and its sealed financial rates/man-month rates would be opened in front of the evaluation committee members constituted by competent authority.
- The selected agency will be called for man-month rates negotiation, and post finalization of rate, work will be awarded.

VALIDITY OF THE PROPOSAL

The Proposal and its terms shall be valid for a period of 90 days from the presentation due date.

BRIEF DESCRIPTION OF THE SELECTION PROCESS

Client is requesting agencies empaneled with HARTRON for providing consultancy services to Govt. Department / Organizations. To apply for the above scope of work along with financial bid, whose man-month rate should be less than or equal to HARTRON rates. Based on this technical evaluation, agency with highest score will be selected (T1). The T1 Applicant (the “**Selected Applicant**”) may, for whose financial rates will be opened by the evaluation committee, will be invited for negotiations and finalization of financial rates.

Currency conversion rate and payment

All payments to the Consultant shall be made in INR in accordance with the provisions of this ToR.

Schedule of Selection Process

S No.	Event Description	Scheduled Date (Tentative)
1.	Issuance of ToR	06.02.24
2.	Last date for receiving queries/ clarifications	on or before 21.02.2024
3.	Communication of corrigendum if required based on pre-bid queries received	28.02.2024
4.	Technical Presentation	11.03.2024
5.	Opening of Financial Bid for Selected agency	18.03.2024
6.	Discussion with selected agency on financial rates	21.03.2024

Communications

All communications including the submission of Proposal should be addressed to:

Director,
Haryana State Seed Certification agency
Government of Haryana
Beej Parmanikaran Bhawan, Bays 11-12, Sector 14, Panchkula – 134 109, Haryana

All communications, including the envelopes, should contain the following information, to be marked at the top in bold letters:

“Project Management Unit for HSSCA”

INSTRUCTION TO BIDDERS

GENERAL

Conflict of Interest

The PMU shall not receive any remuneration in connection with the assignment except as provided in this Agreement. The team deployed by PMU shall not engage in consulting activities that conflict with the interest of the Client (only during the tenure of this contract) under this Agreement and shall be excluded from downstream supply of goods or construction of works or purchase of any asset or provision of any other service related to the assignment other than a continuation of the Services under the ongoing contract. It should be the requirement of the assigned works that the PMU should provide professional, objective and impartial advice and at all times hold the Client's interests paramount, and that in providing advice they avoid conflicts with other assignments and their own corporate interests.

Number of Proposals/Presentation

A Bidder is eligible to submit only one presentation for the PMU for HSSCA

Cost of Proposal

The Bidders shall be responsible for all of the costs associated with the preparation of their Presentation and their participation in the Selection Process. Client will not be responsible nor in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

Acknowledgement by Applicant

It shall be deemed that by submitting the Presentation, the Applicant has:

- (a) made a complete and careful examination of the ToR;
- (b) acknowledged that it does not have a Conflict of Interest; and

Right to reject any or all Proposals

- Notwithstanding anything contained in this ToR, the Client reserves the right to accept or reject any Proposal/Presentation and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance rejection or annulment, and without assigning any reasons thereof.
- The Client reserves the right to reject any Proposal if:
 - (a) at any time, a material misrepresentation is made or uncovered, or
 - (b) the Bidder does not provide, within the time specified by the Client, the supplemental information sought by the Client for evaluation of the Proposal.
- Such misrepresentation/ improper response may lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then the Client reserves the right to consider the next best Bidder, or any other measure as may be deemed fit in the sole discretion of the Client including annulment of the Selection Process.

Amendment / Modification of RFP

- At any time prior to the deadline for submission of presentation, the Client may, for any reason, whether at its own initiative or in response to clarifications requested by the Bidder, modify the ToR document by the issuance of Modified ToR / Addendum/ Amendment.
- In order to afford the Bidders a reasonable time for taking an amendment into account, or for any other reason, the Client may, in its sole discretion, extend the Proposal Due Date.

Confidentiality

Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising the Client in relation to, or matters arising out of, or concerning the Selection Process. The Client will treat all information, submitted as part of the Proposal/Presentation, in confidence and will require all those who have access to such material to treat the same in confidence. The Client may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Client.

Clarifications

- To facilitate evaluation of Proposal/Presentation, the Client may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal/Presentation. Such clarification(s) shall be provided within the time specified by the Client for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.
- If a Bidder does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Client may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Client.

APPOINTMENT OF PMU for HSSCA

Selected Bidder

The first ranked Bidder (the **“Selected Bidder”**) may, if necessary, be invited for clarifications and reconfirmation of commitments and its obligations under this ToR, deployment of Key Personnel, methodology and quality of the work plan.

Substitution of Key Personnel

The Client will not normally consider any request of the Selected Bidder for substitution of Key Personnel. Substitution, will, however be permitted if the Key Personnel is not available for reasons of any incapacity or due to health, or due to reasons beyond the control of bidder, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the Client.

Indemnity

The Selected Bidder shall, subject to the provisions of the Agreement, indemnify the Client for any direct loss or damage that is caused due to any deficiency in services

Award of Work

After selection, a Letter of Award (the "LOA") shall be issued by the Client to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA accept the same. In the event of non- receipt of acceptance of the LOA by the Selected Bidder by the stipulated date, the Client may, unless it consents to extension of time for submission thereof, may consider the next eligible bidder.

Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Agreement within a week from the date of acknowledgement of LOA.

FORCE MAJEURE

Definition

- (a) For the purposes of this assignment, "**Force Majeure**" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.
- (b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or agents employees thereof, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of the Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- (c) Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

No breach of Agreement

The failure of a Party to fulfill any of its obligations shall not be considered to be a breach of, or default under, the Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of the Agreement.

Measures to be taken

- (a) A Party affected by an event of Force Majeure shall take all reasonable measures to remove such Party's inability to fulfill its obligations hereunder with a minimum of delay.
- (b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.
- (c) The Parties shall take all reasonable measures to minimize the consequences of any

event of Force Majeure.

Payments

- Payment Terms: The payment to selected bidder shall be paid monthly based upon number of personals actually worked on the HSSCA PMU during the month.
- During the period of its inability to perform the Services as a result of an event of Force Majeure, the PMU shall not be entitled to be reimbursed for additional costs incurred by it during such period for the purposes of the Services and in reactivating the Services after the end of such period. However, payment may be considered for reimbursement for the work done/executed on-line / work from home based upon justification and certificate from their auditors for such expenses on the format as may be decided by the Client.

Consultation

Not later than thirty (30) days after the Consultant has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

Liability of the PMU

The Client (and any others for whom Services are provided) shall not recover from PMU, in contract or tort, under statute or otherwise, any amount with respect to loss of profit, data or goodwill, or any other consequential, incidental, indirect, punitive or special damages in connection with claims arising out of this Agreement or otherwise relating to the Services, whether or not the likelihood of such loss or damage was contemplated. The Client (and any others for whom Services are provided) shall not recover from PMU, in contract or tort, including indemnification obligations under this contract, under statute or otherwise, aggregate damages in excess of the fees actually paid for the Services that directly caused the loss in connection with claims arising out of this Agreement or otherwise relating to the Services

The aggregate liability of the Consultant under this agreement, or otherwise in connection with the services to be performed hereunder, shall in no event exceed the total assignment fee hereunder unless otherwise it is decided by any competent court or under arbitration.

Suspension of Agreement

The Client may, by written notice of suspension to the PMU, without any obligation (financial or otherwise) suspends all the payments to the PMU hereunder if the PMU shall be in breach of this Agreement or shall fail to perform any of its obligations under this Agreement, including the carrying out of the Services; provided that such notice of suspension (i) shall specify the nature of the breach or failure, and (ii) shall provide an opportunity to the PMU to remedy such breach or failure within a period not exceeding thirty (30) days after receipt by the PMU of such notice of suspension.

Termination of Agreement

Client may terminate the Contract in whole or part without assigning any reason if:-

- The qualified Bidder fails to perform any of the obligation(s) under the Contract.
- If the Bidder is in material breach of the representations and warranties contained in their bid.

The termination of contract shall be made by prior written notice of default sent to the Bidder.

DISPUTES RESOLUTION

Amicable Settlement

The parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof. In the event a dispute, differences or claim arises in connection with the interpretation or implementation of this agreement, the aggrieved party shall issue a written notice setting out the Dispute/differences or claim to the other party, parties shall first attempt to resolve such dispute through mutual consultation. If the dispute is not resolved as aforesaid within 15 days from the date of receipt of written notice, the matter will be referred for Arbitration.

Arbitration

In case the dispute is not resolved as indicated above, any party may issue a notice of reference, invoking resolution of disputes through arbitration in accordance with the provisions of the Arbitration Conciliation Act, 1996. The arbitral proceedings shall be conducted by a sole arbitrator that may be appointed with the consent of Parties to such dispute. If there is no agreement among the parties to the identity or appointment of such sole arbitrator within 30 days of issue of notice of reference, then the arbitral proceedings will be conducted by a panel of three arbitrators, one arbitrator to be appointed by Client and other appointed by PMU and the third arbitrator to be mutually appointed by the other two arbitrators in accordance with provisions of Arbitration and Conciliation Act, 1996. Arbitration proceedings shall be conducted in and the award shall be made in English language. Arbitration proceedings shall be conducted at Chandigarh and following are agreed:

The arbitration award shall be final and binding on the Parties, and the Parties agree to be bound thereby and to act accordingly.

The arbitrator may award to the Party that substantially prevails on merit, its costs and reasonable expenses (including reasonable fees for counsel)

When any dispute is under arbitration, except for matters under dispute, the Parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this Agreement.

MISCELLANEOUS

- The Selection Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Panchkula shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process.
- The Client, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
 - (b) consult with any Bidder in order to receive clarification or further information;
 - (c) retain any information and/or evidence submitted to the Client by, on behalf of and/or in relation to any Bidder; and/or
 - (d) Independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Bidder.
- It shall be deemed that by submitting the Proposal/Presentation, the Bidder agrees and releases the Client, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future. It is clarified that compensation shall be binding to both the parties under the Arbitration & Reconciliation Act, 1996