



FOOD CORPORATION OF INDIA
16-20, BARAKHAMBA LANE,
NEW DELHI – 110001

BID DOCUMENT

**CONSULTANCY SERVICES FOR SELECTION OF DEVELOPER FOR
CONSTRUCTION OF SILOS ON DBFOO BASIS**

DISCLAIMER

The information contained in this bid document or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the FCI or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided.

This Bid document is not an agreement nor an offer by the FCI to the prospective Applicants or any other person. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the FCI in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This Bid document may not be appropriate for all persons, and it is not possible for the FCI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this Bid document and obtain independent advice from appropriate sources.

Information provided in this Bid document to the Applicants is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The FCI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The FCI, its employees and advisers make no representation or warranty and shall have no liability to any person including any Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this Bid document or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the Bid document and any assessment, assumption, statement or information contained therein or deemed to form part of this Bid document or arising in any way in this Selection Process.

The FCI also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any Applicant upon the statements contained in this Bid document.

The FCI may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Bid document.

The issue of this Bid document does not imply that the FCI is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the FCI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCI, or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Applicant and the FCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.

PRESS NOTICE

NOTICE INVITING BIDS FOR APPOINTMENT OF CONSULTANT FOR SELECTION OF DEVELOPER FOR CONSTRUCTION OF SILOS ON DBFOO BASIS

(Tender No. SILOS/280/CS-9 Bihar/DBFOO/2017)

For and on behalf of the Food Corporation of India online bids in the prescribed Bid Document under two bid system are invited from interested, experienced and eligible bidders for providing consultancy services to FCI for Bid Process Management for construction of silos. The Bid documents and other detailed terms & conditions are available in the Food Corporation of India website www.fci.gov.in (for reference only) as well as on CPP Portal at <https://eprocure.gov.in/eprocure/app> (for reference and online bidding).

The last date for online submission of Bids through CPP Portal is **05.02.2018** upto **03:30 P.M.**

Sd/-
General Manager (Silos)

PART – A
TECHNICAL BID

FORWARDING LETTER

From

(Full Name of the bidder firm)_____

Address _____

Phone No._____

Fax_____

Email id_____

Website_____

To

THE GENERAL MANAGER, (Silos)

FOOD CORPORATION OF INDIA

16-20, BARAKHAMBA LANE,

NEW DELHI – 110001

Dear Sir,

1. With reference to your Bid No. **SILOS/280/CS-9 Bihar/DBFOO/2017** dated 12.01.2018 I/we submit the online Bids under two-bid system for appointment of consultant for providing consultancy services to FCI for selection of developer for construction of silos.
2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Bid document and agree to abide by them.
3. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of bid opening and to the extension of the said date by another 30 days in case it is so decided by FCI. I/We shall be bound by communication of acceptance of the offer dispatched by FCI within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for FCI, the offer will remain open for acceptance till the next working day.
4. I/We hereby upload alongwith the technical Bid the scanned/soft copy of RTGS/ NEFT acknowledgement of depositing **INR 25,000/-** (Rupees Twenty Five Thousand Only) towards Earnest Money and **INR 5900/-** (Rupees Five Thousand Nine Hundred Only) towards Bid processing Fee inclusive of GST. In the event of my/our Bid being accepted, I/We agree to furnish within fifteen working days of acceptance of the Bid, Security Deposit as stipulated in the Bid and engage at the services of FCI the core team assigned for the project.
5. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
6. I/We do hereby declare that the bidder Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for any failure to comply with the terms and conditions of any contract, or by GST Authority, for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that the bidder Firm was blacklisted/debarred by_____ (here give

Stamp & Signature of Bidder

the name of the Authority/Department/Agency) for a period of _____, which period has expired on _____. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (Strike out whatever is not applicable)

7. I/We hereby declare that the contract entered into by the bidder Firm with any Govt. Department/Public sector undertaking or any other client, has not been terminated before the expiry of the contract period at any point of time during the last five years.

8 The bidder hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by the Firm with any Govt. Department/Public sector undertaking or any other client, during the last five years.

9. I/We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.

10. I/We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/untrue, the FCI shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the FCI may have under the Contract and Law.

(Signature of Bidder)
(Authorized Signatory)

(Seal of Bidder Firm)

INVITATION TO BID

FROM:

The General Manager (Silos)

Food Corporation of India

16-20, Barakhamba Lane,

New Delhi – 110001

Tel. No. 011-43527348

E-mail: gmsilos.fci@gov.in

To _____

Dear Sir(s),

For and on behalf of the Food Corporation of India (FCI) online bids in the prescribed Bid Document under two bids system are invited from interested, eligible bidders for providing consultancy services FCI for construction of silos. The assignment will be for a period of 15 (Fifteen) Months from the date of issue of acceptance letter, extendable by another six months at the sole discretion of FCI.

2. Interested bidders may download bid documents from FCI website: www.fci.gov.in as well as at <https://eprocure.gov.in/eprocure/app> upto **03:30 P.M. on 05.02.2018**. Prior to submission of bid, the bidder shall pay to the authority a sum of Rs. 5900/- (Rupees Five Thousand Nine Hundred Only) towards Bid processing fee inclusive of GST through RTGS/NEFT in the Authority's bank account. Details of bank account of Food Corporation of India, HQ is CC A/c No. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi). The Bid shall be summarily rejected if the Scanned copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank not uploaded along with other bid documents as evidence of Bid process fees to be furnished.

3. The bidder shall upload the bid (together with bid documents required to be submitted pursuant to this Bid document) on <https://eprocure.gov.in/eprocure/app> upto **03:30 P.M. of 05.02.2018** and Technical Bids will be opened on the next working day of the Bid Due Date at the same time on which submission deadline expired in the presence of the intending bidders/their authorized representatives who may wish to be present.

4. Pre-bid meeting: FCI will be holding a Pre-Bid meeting in Committee Room on 3rd Floor at Food Corporation of India, Headquarters, New Delhi on **22.01.2018 at 3:30 P.M.** Prospective bidders or their authorized representatives may participate.

Prospective bidders or their authorized representatives who wish to participate in the Pre Bid meeting shall inform the Corporation three days in advance of their participation by E-Mail at the administrative contact given in the Bid Document to facilitate the Corporation for making necessary arrangements.

FCI reserves the right to make any alterations in the Bid document based on the suggestions/decisions arrived at the pre-bid meeting.

The prospective bidders are advised to refer to the web site for any modification to the Tender Document and the bidders shall ensure that the Bid Documents submitted by them shall

contain such modifications, failing which the bids are liable to be rejected.

5. Food Corporation of India reserves the right to cancel the Bid enquiry at any stage without assigning any reason.

General Manager (Silos)

INSTRUCTION TO BIDDERS & CONDITIONS OF BID

1. INTRODUCTION:

Food Corporation of India (FCI) is one of the premier organizations of the Government of India set-up under the Food Corporations Act, 1964 in order to fulfill the following objectives of the Food Policy:

- Effective price support operations to safeguard the interests of the farmers.
- Storage, Preservation and Supply of food grains throughout the country for public distribution system and other Government of India schemes and
- Maintaining a satisfactory level of operational and buffer stocks of food grains to ensure National Food Security.

FCI has been entrusted with the responsibility of execution of the Food Policies of the Government of India in the areas of procurement, storage, movement and distribution of food grains.

2. OBJECTIVE:

Food Corporation of India (FCI) has been nominated as Nodal Agency by Govt. of India for creation of Modern Storage Capacity through construction of Silos for food grains at different locations across the country. FCI has floated tender for construction of 4.5 LMT Silos at 9 locations with 50,000 MT capacity at each location through Non-VGF route on Design, Build, Finance, Own and Operate (the “DBFOO”) basis. As part of this endeavor, FCI has decided to engage a Technical Support Consultant, through an open competitive bidding and invites bids from reputed Technically and Financially consultants having their establishment in India for rendering Consultancy Services to FCI.

3. DEFINITIONS:

In the Bid Document, as hereinafter defined, the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires.

- i. “Consultant(s)” shall mean the successful bidder whose bid has been accepted by FCI & a written intimation has been given to this effect and shall include his legal representatives, successors and permitted assigns.
- ii. ‘Accepting Authority’ shall mean the FCI and includes its authorized representative or any other person or body of persons empowered on their behalf by FCI to accept the Bids and convey / issue the letter of Acceptance.
- iii. ‘Employer/ FCI’ wherever occurs in the document, means the Food Corporation of India with its headquarters at New Delhi, and is represented by Executive Director (Silos) or his authorized representatives or any other officer of FCI specially deputed for the purpose.
- iv. ‘Discrepancy’ – In the event of any discrepancy in words and figures, the description in words shall prevail.
- v. ‘Rupees’ and INR shall mean the lawful currency in India.
- vi. ‘Singular & Plural’ words imparting the singular and plural meanings also mean the plural and singular where the context so requires.
- vii. ‘Works’ shall mean the scope of services / works required to be executed in accordance with the BID DOCUMENT.

viii. The "Government" shall mean the "Government of India" or "Ministry of CA,F&PD" or "State Government where the Site is located" or an authorized representative/agency/department of the "Government of India" or an authorized representative/agency/ department of the "State Government where the Site is located."

4. SCOPE OF ASSIGNMENT:

- 4.1 Assist in the complete Bid process management – Opening of RFP (Qualification Proposal), its technical evaluation as per criteria in RFP document, seeking clarification in respect of information furnished by the bidder, submission of Evaluation Report and its approval.
- 4.2 Shortlisting of successful bidder, Opening of Financial Proposal and submission of Price Bid Analysis and its approval.
- 4.3 Assist in issue of Letter of Award (LOA), examination of SPV document submitted by the selected bidders and preparation and execution of Concession Agreement to be signed between FCI and the Successful bidder.

5. PERIOD OF ASSIGNMENT:

The assignment will be for a period of 15 (Fifteen) Months from the date of issue of acceptance letter, extendable by another six months at the sole discretion of FCI.

6. INFORMATION ON THE ASSIGNMENT:

Applicants are encouraged to acquaint themselves fully about the assignment before submitting the Proposal. Applicants are also encouraged to submit their respective Proposals after ascertaining for themselves the complete details of the project from FCI, Applicable Laws and regulations or any other matter considered relevant by them.

7. LANGUAGE & VALIDITY PERIOD OF BID:

Bids shall be submitted in English only. Bids shall remain valid for acceptance up to 90 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of FCI. Such extension shall be binding on the Bidders. Any Bidder not keeping the offers open for the prescribed period shall be summarily rejected.

8. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS:

FCI may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Bid document by way of one or more addendum. Any addendum thus issued will be posted on the website of the corporation (www.fci.gov.in) as well as at <https://eprocure.gov.in/eprocure/app> and such addenda will be binding on all. In order to afford the prospective bidders to take into account the addendum or for any other reasons, FCI may, at its discretion extend the due date for the proposal.

9. ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION:

All communications concerning the various issues pertaining to the bid/assignment shall be directed on the address listed below. Unauthorized contact with other FCI officials may result in

disqualification. Any oral communications will be considered unofficial and is not binding on FCI. Bidder shall rely only on written instructions issued by the authorized Officer of FCI.

Authorized FCI Officer	General Manager (Silos)
Address	16-20, Barakhamba Lane, New Delhi – 110 001
Phone	011-43527348
Email	gmsilos.fci@gov.in

Any action required or permitted to be taken, and any document required or permitted to be executed, under this contract by the FCI or the consultants, may be taken or executed by the respective Authorized coordinators which shall be binding on the parties.

10. MINIMUM ELIGIBILITY CRITERIA:

The bidders who fulfill the minimum eligibility criteria alone shall apply. The bids submitted by the bidders who do not fulfill the minimum eligibility criteria will be summarily rejected.

10.1 The minimum eligibility criteria for the bidder are as follows:

- a) The bidder shall be a Consultant(s) from India or abroad having a Registered Establishment in India.
- b) The bidder shall have in its name PAN (Permanent Account Number) with Income Tax authority in India.
- c) The bidder shall have in its name GST Registration number in India.
- d) The bidder must have successfully completed at least three consultancies for projects valuing not less than Rs.50 Crore (or its foreign currency equivalent) each during last five years ending 31st March of the previous financial year.
- e) The Bidder shall have, in the immediate preceding five years undertaken and successfully completed minimum 3 (three) Eligible Assignments relating to (i) consultancy assignment related to logistics, storage or supply chain management/Infrastructure sector viz Roads & Highways, Townships, urban Infrastructure, Water, Sanitation, Ports, etc; or (ii) advisory services to any Government Agency/PSU in relation to storage logistics or supply chain/Infrastructure sector viz Roads & Highways, Townships, urban Infrastructure, Water, Sanitation, Ports, etc.
- f) The Bidder shall have received a minimum income of INR 1.5 (One point five) Crore or equivalent USD as consultancy fees during last 3 (three) financial years preceding the Proposal Due Date from consultancy services either in single or multiple consultancy contracts.
- g) The Bidder shall offer and make available minimum two Key Personnel having 10 years experience in Finance & Legal respectively who possess the following requisite qualification and experience as indicated in the below mentioned table, with one key personnel designated as Team Leader. The team leader shall be a direct employee/partner of the Bidder, however other key personnel can be either directly or through retainer ship basis.

Note. 1. Bidders shall submit duly attested copies of documentary proof of possessing the Minimum eligibility criteria along with the bid documents, failing which the bids are liable to be rejected.

Sl. No	Key Personnel	Essential Educational Qualification	Minimum Length of post qualification Professional Experience (in years)	Minimum Experience on Eligible Assignments	Team Leader
1.	Finance + PPP Expert	CMA/CS/CA (or foreign equivalent) or MBA or PGDBM with specialization in Finance	10	Experience in financial analysis, review of PPP agreements, structuring of PPP projects of INR 50 crore or more and bid process management including execution of Agreement.	Shall be a Partner or any one of the Key Personnel.
2.	Contract/ Legal Expert	Law Graduate	10	Experience in drafting and vetting of bidding documents and agreements for PPP projects and bid process management having project value of INR 50 Crores or more and legal and compliance procedures of such projects	

10.2 The bidder shall provide adequate supporting staff with requisite qualification during the consultancy period. The proposed team shall be composed of experts and specialists in their respective areas of expertise and managerial/support staff so that the Consultant should be able to complete the Consultancy within the specified time schedule.

10.3 a) Key personnel's indicated shall not normally be permitted to be changed during the currency of the consultancy. Substitution of Key Personnel as the eligibility of the Applicant is based on the evaluation of Key Personnel and any change therein may upset the eligibility. Substitution will, however, be permitted if the Key Personnel is not available for reasons of any incapacity or due to serious ailments, subject to equally or better qualified and experienced personnel being provided to the satisfaction of the FCI.

b) FCI expects all the Key Personnel to be available during implementation of the Agreement. The FCI will not consider substitution of Team Leader/Key Personnel except for reasons of any incapacity or due to serious ailments or in rare and exceptional circumstances. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the FCI. As a condition to such substitution, a sum equal to 5% (five per cent) of the Fees payable to the consultant under the contract shall be deducted from the payments due to the Consultant. In the case of a second substitution hereunder, such deduction shall be 15% (fifteen per cent) of the Fees payable to the consultant under the contract. However, such deductions shall not be applicable due to substitutions arising out of death of the original team leader/key personnel. Any further substitution after the second substitution (excluding substitutions arising out of death) is not permissible. However, as long as the original set of Key Personnel are maintained, re-designation of a Key Personnel as Team Leader in place of originally designated Team Leader would not attract any deduction.

- c) The decision of FCI as to what constitutes a rare and exceptional circumstances shall be final.
- d) The Consultant bidder shall have the option to provide key personnel with higher qualifications/experience or higher number of key persons. However, no additional credit shall be given for the same for evaluation of their bid.
- e) If an individual Key Personnel makes a false averment regarding his qualification, experience or other particulars, or his commitment regarding availability for the Project is not fulfilled at any stage, such Key Personnel shall be liable to be debarred for any future assignment of the FCI for a period of 5 (five) years. Further, FCI shall have the option to ask for mandatory replacement of such Key Personnel or terminate the contract and debar the Bidder for a period of 5 (five) years for any future assignment of FCI.

11. DISQUALIFICATION CONDITIONS:

Bidder who have been blacklisted or otherwise debarred by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations will be ineligible during the period of such blacklisting.

- 11.1 Any Bidder whose contract with Food Corporation of India or Central/State Government or any Central/State PSU/Statutory Corporation, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years, will be ineligible.
- 11.2 Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by the Food Corporation of India or Central/State Government or any Central/State PSU/ Statutory Corporation, during the last five years, for breach of any terms and conditions will be ineligible.
- 11.3 A Hindu Undivided Family shall not be entitled to apply for Bid in the capacity of HUF. Any bids submitted in the capacity of Hindu Undivided Family (either as a proprietor or partner of a firm) shall be summarily rejected.
- 11.4 If the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company/any of the Directors or Members of the governing body of the Society have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.
- 11.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.
- 11.6 An unregistered partnership firm or society shall not be entitled to apply for the bids.
- 11.7 The bidder should not be from the country where as a matter of law or official regulations the commercial relation with India is prohibited.

12. CONSTITUTION OF BIDDERS:

Bidders shall, in the Bid, indicate whether they are Sole Proprietary Concern or Registered Partnership Firm/Registered LLP or a Private/Public Limited Company/Registered Society etc. and indicate the names of all the partners or Directors or Members of the governing body & directors of the Society/ LLP etc. as applicable.

13. BID PROCESSING FEE:

Bidder shall remit the Bid processing fee (non-refundable) of Rs 5900/- (Rs. Five Thousand Nine Hundred only) inclusive of GST as the cost of the Bid processing through RTGS/NEFT in the Authorities bank account. Details of bank account of Food Corporation of India, HQ is CC A/c No. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi).The Bid shall be summarily rejected if the Scanned copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank not uploaded along with other bid documents as evidence of Bid process fees to be furnished. The Technical bids not accompanied by the requisite Bid processing fee shall be summarily rejected.

14. SIGNING OF BIDS:

14.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g., as sole proprietor/partner of the firm, or as a Secretary / Manager / Director etc., of a Limited Company/ LLP or authorised Member of the society. In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The attested copy of the registered partnership deed shall be furnished along with the Bid. In case of companies/ LLP, the names of all the Directors shall be mentioned and a self attested copy of the Resolution passed by the Company/ LLP authorizing the person signing the Bid to do so on behalf of the company/ LLP shall be attached to the Bid along with self attested copy of the Memorandum and Articles of Association of the Company and Certificate of Registration/incorporation of LLP. Such Resolution should in clear and unambiguous terms provide details and identity of the Authorised person. In case of a Society the person signing the bids shall state the competency to sign the bids and enter into a contract in accordance with the Rules & Regulations and By laws if any of the Registered Society and shall produce the self attested copies of the Rules & Regulations and By laws if any of the Registered Society.

14.2 The person signing the bids or any documents forming part of the Bid, on behalf of a firm shall be responsible to produce a proper power of attorney duly executed on a non-judicial stamp paper of appropriate value as per local stamp Act & Rules and **Notarized** in his favour, stating that he has authority to bind such other person, or the firm, as the case may be, in all matters, pertaining to the Contract.

14.3 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons who are competent to bind the Society as per Rules & Regulations and by laws of a Society and by the person

who by his signature can bind the company/LLP in the case of a limited company/LLP supported by Board Resolution.

- 14.4 If the person so signing the bids fails to produce necessary documentary proof of his Authority as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Corporation under the law.
- 14.5 The entire bid document (**prescribed Bid Document**) and all its annexure and copies of the supporting documents shall be signed on each page by the authorized signatory before their submission.
- 14.6 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall be deemed to warrant that he has the authority to bind such other person or the Firm, as the case may be, in all matters pertaining to the Contract. If at any stage it is found that the person concerned had no such authority FCI may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.
- 14.7 If the Tenderer is a partnership firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract and in case of a Registered Society, the Memorandum of Association and Rules & Regulations and By laws if any of the Society shall not be altered/amended nor any amalgamation, division or reorganization of the society is resorted to without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract is liable for termination treating it as breach of Contract.

The Authorised person signing the bid shall possess digital signature in his/her name for submitting the documents /bid online.

- 14.8 Documents Comprising the Bid:
The prescribed bid duly completed and signed by the authorized signatory consisting of the entire Part –A and entire Part –B together with all attachments, Annexure & Appendices and supporting documents shall constitute the bid documents.

15. EARNEST MONEY:

- 15.1 Each bid must be accompanied by an Earnest Money Deposit (EMD) of INR 25,000/- (Rupees Twenty Five Thousand Only) deposited through RTGS/NEFT in the Authorities bank account. Details of bank account of Food Corporation of India, HQ is CC A/c No. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi). The scanned copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank should be uploaded at the time of online submission of the Bids at <https://eprocure.gov.in/eprocure/app>. FCI shall not pay any interest on the EMD. Bids not accompanied by EMD shall be summarily rejected. The Bidders are permitted to bid on the express condition that in case he resiles, or modifies his offer, or terms & conditions thereof, after submitting his bid for any reason whatsoever during the Bid process, the Earnest Money Deposited by the bidder shall stand forfeited without prejudice to any other rights

and remedies of FCI against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by FCI on account of such withdrawal/modification etc. and the bidder will also be debarred from participating in any other Bid Enquiry with FCI for a period of five years.

- 15.2 The Earnest Money (without interest) shall be returned to all unsuccessful Bidders within a period of 30 days from the date of issue of the acceptance letter and to a successful bidder, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. However in case, the Bid is disqualified during technical evaluation, the Earnest Money will be refunded without interest within 15 days of technical disqualification of the bidder. No interest shall be payable on Earnest Money, in any case.

16. SECURITY DEPOSIT:

- 16.1 The successful Bidder shall furnish a Security Deposit for an amount equivalent to 5% of the lumpsum agreed consultancy Fee or Rs. 25,000 whichever is higher. The earnest money shall be automatically converted to security deposit and the balance security deposit shall be deposited through RTGS/NEFT in the Authorities bank account. Details of bank account of Food Corporation of India, HQ is CC A/c No. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G Marg, New Delhi) balance SD, if any shall be deposited within **fifteen working days** from the date of issue of Acceptance Letter. Further, FCI will not pay any interest on Security Deposit in any case.
- 16.2 The security deposit will remain with FCI throughout the period of consultancy and six months thereafter.
- 16.3 If the successful Bidder having been called upon by the FCI to furnish Security Deposit fails to do so within the specified period, it shall be lawful for the FCI to cancel the contract and to award the contract at the Risk and Cost of such Bidder.
- 16.4 If the successful Bidder had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.
- 16.5 No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.
- 16.6 If the successful Bidder fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the consultant or to appropriate the Security Deposit furnished by the consultant or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Corporation. Save as aforesaid if the consultant duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE", the FCI shall refund the Security Deposit to the successful Bidder after deducting all costs and other expenses that the Corporation may have incurred and all dues and other money including all losses and damages which the Corporation is entitled to recover from the successful Bidder. The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the successful Bidder.

16.7 Whenever the Security Deposit falls short of the specified amount, the Bidders shall, make good the deficit so that the total amount of Security Deposit shall not at any time be less than specified amount.

17. SUBMISSION OF BIDS:

17.1 The bids shall be uploaded in two parts, viz., Technical bid and Price bid.

17.2 The scanned copy of the Technical bid (PART – A) along with all the documents required under the technical bid shall be scanned and uploaded as Part – A and the original signed document shall be physically submitted at the address specified in Clause 9 within 3 working days after the Bid Due Date in one sealed envelope superscribed ‘A’ – **Technical Bid for verification of original documents** superscribing “**Bid No. SILOS/280/CS-9 Bihar/DBFOO/2017 for BIDS FOR APPOINTMENT OF CONSULTANT FOR SELECTION OF DEVELOPER FOR CONSTRUCTION OF SILOS ON DBFOO BASIS**” and addressed to the General Manager (Silos), Food Corporation of India, New Delhi with the name and address of the Bidder. It is to be noted that verification of original documents will be only for successful bidders.

The Price bid/Financial quote shall be filled online at <https://eprocure.gov.in/eprocure/app>. in the prescribed format.

17.2.1 FCI at its sole discretion may ignore minor omissions in the technical bid such as omitting to give number on a page etc. in the interest of better competition.

17.3 The envelope containing the Technical Bid shall include the following:

- (i) Technical bid document along with all its Annexures (Part – A) serially numbered, duly signed, on each page by the bidder.
- (ii) The scanned copy of the RTGS/NEFT transaction confirmation receipt towards Earnest Money Deposit.
- (iii) The scanned copy of the RTGS/NEFT transaction confirmation receipt towards Bid Processing Fee.
- (iv) All the documents stipulated in the Part – A Technical Bid.

17.4 Bids which do not comply with these instructions are liable to be rejected.

17.5 The Technical Bid document shall be filled in by the bidder without any overwriting/ inter-lineation clearly, neatly and accurately. Any erasures or corrections would render the proposal invalid unless the same is carried out neatly and attested by the authorized signatory with full signature. It should also have an index giving page wise information of all documents.

17.6 The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the Bid terms are liable to be rejected.

17.7 It should be clearly understood by the bidder that no opportunity shall be given to them to alter, modify or with-draw any offer at any stage after submission of the bids. However, to assist in the scrutiny, evaluation and comparison of offers, FCI may, at its discretion, ask any

or all bidders clarification(s) in respect of any particular information furnished in their offers. The request for such clarifications and response will be in writing.

FCI at its sole discretion may require any bidder to rectify any discrepancy notice in the Technical Bid submitted by them such as Sl. No., missing seal, attestation etc. It is further clarified that no new document shall be accepted.

- 17.8 A bidder can submit only one proposal. If the Bidder submits more than one proposal, such proposals shall be disqualified.
- 17.9 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect FCI reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of Security deposit. The Technical and Price Bids or any Document forming part of the Bid must be signed on every page.
- 17.10 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents except Price Bid shall be enclosed with the Technical Proposal.
- 17.11 Price Bid shall be submitted online as per BOQ template/proforma quoting the rates as stipulated in the Format /Annexures.
- 17.12 If any of the uploaded scanned documents are found to be forged/fabricated, the EMD/Security Deposit of the Bidder shall be forfeited without prejudice to the right of the corporation to proceed against the bidder legally.
- 17.13 Bids along with Annexures/ supporting documents etc. must be serially numbered and hard bound or spiral bound by the bidder. The Bidders shall submit the self attested copies of the original supporting documents along with the Technical bid document to enable the Corporation to verify & evaluate the bids.
- 17.14 Bidder must examine all terms and instructions included in the Bid Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 17.15 The costs and expenses incurred by the Bidder in connection with submission of these documents etc. are not reimbursable. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 17.16 The Bidder shall submit the financial proposal in prescribed format clearly indicating the total cost of the Consultancy in both figures and words, in Indian Rupees (INR). In the event of any difference between figures and words, the amount indicated in words shall prevail. In the event of a difference between the arithmetic total and the total shown in the Financial Proposal, the lower of the two shall prevail.

17.17 The FCI shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.

17.18 The rates quoted shall be firm throughout the period of the assignment upto and including acceptance of the Deliverables by the FCI and discharge of all obligations of the Consultant under the Agreement. The same shall not be subject to any exchange risk variation. All the costs associated with the assignment shall be included in the Financial Proposal.

17.19 Under this bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

The bidder may contact Central Public Procurement Portal help desk with regard to technical issues relating to functions of e-procurement platform or any doubts regarding online submission of Bid document in the following contact :- Dedicated helpline : 1800 233 7315 (24x7) email : cppp.nic@nic.in. The procedure for online e-tendering has been detailed in Annex – IX which may be referred to.

18. OPENING OF BIDS:

The Technical Bids will be opened in Food Corporation of India, Headquarters, New Delhi at the fixed time and the date indicated in the Bid document. The bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. Price Bids of only technically qualified bidders will be opened at the time and place for which separate notice will be given. Technically qualified bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids.

19. BID EVALUATION:

A two-stage procedure shall be adopted in evaluating the proposals Technical evaluation shall be carried out first, followed by the Price Bid evaluation. The Evaluation Committee appointed by Corporation will open the Price Bids of only technically qualified Bidders on a date and time as specified or will be intimated to the bidders qualified in the Technical Bid. Price Bids of Bidders who did not qualify in the Technical evaluation shall not be opened.

20. BID EVALUATION CRITERIA:

20.1 The evaluation committee, after determining whether the Price Bids are complete and without errors shall determine the lowest Price Bid (L - 1) for award of contract. Selections of Bidders are entirely at the discretion of the FCI and FCI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection. In case multiple parties become L1, award of the work shall be on the basis of total experience of all the Key Personnel.

21. AWARD OF CONTRACT:

The contract shall be awarded to the successful lowest Bidder by way of issuance of acceptance

letter by FCI by post/e-mail/hand delivery under acknowledgment and the bidder shall immediately act upon such acceptance letter. Acceptance conveyed by the FCI will constitute the contract between the Consultant and the FCI.

FCI reserves the right to accept or reject any or all the Bids without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to scrap the Bid enquiry at any stage without assigning any reasons and corporation will not be liable for any costs and consequences thereof.

22. COMMENCEMENT OF CONTRACT:

This Contract shall come into effect from the date of acceptance conveyed by the Corporation.

23. COMMENCEMENT OF SERVICES:

23.1 The successful bidder/Consultant shall commence the Services within 15 days after the date the contract becomes effective, or such other date as may be specified by the Corporation.

24. EXPIRATION OF CONTRACT:

Unless terminated earlier, this Contract shall expire at the end of such time period specified in the contract.

25. FEES & OTHER CHARGES:

25.1 The selected Bidder shall be paid all inclusive consolidated consultancy Fee as quoted by him in the price bid and accepted by the Corporation. The consultancy Fee will be inclusive of all staff costs, printing, communications, travel, accommodation, all taxes (except GST), fees, levies, octroi, cess, etc. under various State / Central enactments, and all other costs & expenses incurred by the Consultant in carrying out the Services described in Bid document unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes (except GST), levies, fees etc. will also be borne by the consultant and the corporation will not be responsible for the same.

25.2 TDS under Income Tax Act shall be deducted at applicable rate from the bills of the consultant.

25.3 subject to the terms of the contract payments will be made to the account of the selected Bidder and according to the payment schedule stated in the Bid document upon submission of pre receipted invoice in duplicate to the FCI specifying the amount due.

25.4 Arrangement of the Experts / specialists, and other support staff required for the smooth conduct consultancy shall be done at the cost & expense of the selected Bidder.

25.5 Where the selected Bidder have to incur expenditure on travel and stay at a place away from the normal place of residence, for which they have to make their own Arrangements, which is not reimbursable.

25.6 The selected Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Biding process.

25.7 The Bidder having valid GST registration number may claim GST from FCI as applicable from time to time on the fee payable to him under the contract. However FCI reserves the

right to release the payment of GST (if applicable) in the supply invoices only post matching of the invoices in the GSTN System. This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.

- 25.8 The tenderer /bidder, registered under GST (if applicable) shall ensure that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI.
- 25.9 FCI reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.
- 25.10 FCI shall not be under any obligation to entertain claims related to future obligation arising on buyer related to input tax credit (ITC) mismatch in GST return or wrongful availment of ITC by buyer, if the same is not intimated within a period of 90 days from the date of issue of invoice.

25.11 Currency conversion rate

For the purposes of technical evaluation of Applicants, INR 67.50 per USD shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to USD as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in USD shall be converted into INR at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

26. PAYMENT SCHEDULE AND DELIVERABLES OF THE PROJECT:

The deliverables of the project and the payment time-line shall be as per the following schedule:

Key Date	Deliverable	% of Payment	Time line from the date of commencement of contract (weeks)
KD1	Opening of RFP (Qualification Proposal)	Nil	0
KD2	Submission of Technical Evaluation Report and its approval	20%	4
KD3	Opening of Financial Proposal and submission of Price Bid Analysis and its approval	10%	7
KD4	Issue of LOA to respective selected bidder (payment on pro-rata basis depending on number of LOA issued against total number of locations tendered)	20%	12
KD5	Examination of SPV documents submitted by the selected bidders and preparation and execution of Concession Agreement with the selected bidder (payment on pro-rata basis depending on number of Concession Agreement)	25%	20

	executed against total number of locations tendered)		
KD6	Assist in examining the Financial Documents submitted to the Authority by the Concessionaire to achieve Financial close including documents related to satisfying requisite Condition Precedent by the Concessionaire prior to the Commencement date within the stipulated time period from the date of agreement (payment on pro-rata basis depending on number of Financial Close achieved against total number of locations tendered).	25%	60
	Total	100%	60

- 26.1 Payment shall ordinarily be made within 45 days following submission of pre received invoices/bills in duplicate and within 60 days in the case of the final payment subject to the conditions of the Bid and upon furnishing the deliverables to the satisfaction of the Corporation.
- 26.2 The Bidder shall be responsible for arranging for working capital requirements and no advance payment shall be made by FCI at any stage.
- 26.3 All payments to the Consultant shall be made in INR in accordance with the provisions of this RFP. The same shall be payable in India only by way of RTGS/NEFT/ECS for which necessary bank details shall be furnished by the Bidder. The exchange risk, if any, shall be borne by the Consultant.
- 26.4 The Consultant shall be paid for its services as per the Payment Schedule, subject to the Consultant fulfilling the following conditions:
- a) No payment shall be due for the next stage till the Consultant completes, to the satisfaction of the FCI, the work pertaining to the preceding stage.
 - b) The FCI shall pay to the Consultant, only the undisputed amount.
 - c) The FCI shall cause the payment due to the Consultant to be made within 45 (forty five) days after the receipt by the FCI of duly completed bills and within 60 (sixty) days in case of final payment with necessary particulars (the "Due Date").
- 26.5 Any amount which the FCI has paid or caused to be paid in excess of the amounts actually payable in accordance with the provisions of this Agreement shall be reimbursed by the Consultant to the FCI within 45 days after receipt by the Consultant of notice thereof. Any such claim by the FCI for reimbursement must be made within 1 (one) year after the last payment. Any delay by the Consultant in reimbursement by the due date shall attract simple interest @ 10% (ten per cent) per annum.

27. CORRUPT PRACTICES:

- 27.1 Any bribe, commission, or advantage offered or promised by or on behalf of the bidder directly or indirectly to any officer or official of FCI shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part of, or on behalf of the bidder in any manner will also make his bid liable to rejection.
- 27.2 In case of any clear indication of cartelization, the Corporation shall reject the Bid(s).

27.3 If the information given by the Bidder in the Bid Document is found to be false/incorrect at any stage, Food Corporation of India shall have the right to disqualify/summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

28. BOOK EXAMINATION:

The Bidder shall, whenever required, produce or cause to be produced for examination by the General Manager, FCI or any other officer authorized by him in this behalf, any cost or other accounts books, account vouchers, receipts, letters, memoranda or writing, or any copy of, or extract from, any such document, and also furnish information and returns, verified in such manner as may be required, relating to the execution of this Contract. The decision of the General Manager, FCI on the question of relevancy of any document, information or return shall be final and binding on the Bidder. The Bidder shall produce the required documents, information and returns at such time and place as may be directed by the General Manager, FCI.

29. NO NEGOTIATION:

29.1 FCI will not enter into any negotiation even with the Lowest Bidder.

29.2 The Bidder shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Corporation.

30. The bidder shall have all statutory & mandatory registrations, permits, licenses etc. that may be necessary to offer such services

31. SUBLETTING THE ASSIGNMENT:

The Bidder shall not sublet, transfer or assign the contract or any part thereof.

32. BIDDERS' PERSONNEL:

32.1 Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the Services of the Bidders Key Personnel shall be described as per **Annexure – V**.

32.2 Removal and/or Substitution of Personnel

(i) If the Corporation finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal offence, or (ii) the Corporation has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Corporation's written request, provide as a substitute a person acceptable to the Corporation.

- (ii) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.
- (iii) If the substitution of the Bidder's Personnel is on account of reasons stated in Clause 32.2 (i) for which FCI sought a substitution and if on account of such conduct of the Bidder's Personnel FCI suffered any loss or damage, the same is recoverable from the bidder.

33. LIABILITY OF PERSONNEL:

33.1 The Consultant shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments. There shall not be any Master servant relationship between the consultants personnel and FCI. If, on account of default of the Consultant FCI is compelled to make any payments/contributions or discharge any responsibility/liability of the Consultant, FCI shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Consultant under this or any other contract with FCI without prejudice to the right of FCI to initiate appropriate legal proceedings for recovery of such amounts. The Consultant shall indemnify the FCI against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force. FCI shall in no way be responsible for any liabilities arising out of the Consultant's contractual obligation with the Consultant's personnel, experts, engineers, sub-contractors, licensors, collaborators, vendors, or subsidiaries, including but not restricted to statutory obligations towards EPFO, Income Tax department etc. Similarly, the consultant shall in no way be responsible for any liabilities arising out of FCI's personnel.

33.2 The Consultant shall maintain and submit all Records & Returns prescribed under all the applicable enactments to the designated Authorities within the prescribed time limit and also to the General Manager, Food Corporation of India or any Officer acting on its behalf.

33.3 The contract as entered into between FCI and the Consultant shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.

33.4 Consultant shall be solely responsible for all claims arising out of any damage, accident, death etc. of the personnel of the consultant engaged in the FCI consultancy.

34. OBLIGATIONS OF THE BIDDERS:

34.1 The bidders shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Bidders shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Corporation, and shall at all times support and safeguard the Corporation's legitimate interests in any dealings with the third parties.

35. CERTIFICATE OF COMPLETION:

The work under the contract shall be deemed to have been completed in all respects only when so certified by FCI. The decision of FCI in this regard shall be final and binding on the Bidder.

36. INCIDENTAL SERVICE FREE:

The Consultant shall be responsible for performing all the services detailed in and arising out of and incidental/auxiliary to this contract whenever required by the General Manager or an Officer acting on his behalf without any additional remuneration/Fee.

37. BIDDERS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC:

The consultancy Fee of the Consultant shall constitute his/their sole remuneration in connection with this Contract or the Services, and the Consultant or their Personnel or agents shall not accept for their own benefit any trade commission, discount, or similar payment or any other benefits in connection with activities under the Contract.

38. PROHIBITION OF CONFLICTING ACTIVITIES:

38.1 Neither the Consultant nor their Personnel shall engage, either directly or indirectly, in any such activities which conflicts with their role under the assignment. The FCI requires that the Consultant provides professional, objective, and impartial advice and at all times hold the FCI's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work.

38.2 The Consultant, their Associate or personnel either directly or through common third parties, shall not accept or engage in any assignment that would be in conflict with their current assignment in FCI .A Bidder eventually appointed to provide Consultancy for this Project, and its Associates, Personnel shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same or related Project directly or indirectly and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of One year from the completion of this assignment.

39. RELATIONSHIP WITH THIRD PARTIES:

All transactions between the Consultant and third parties shall be carried out as between two principals without reference in any event to the Corporation. The Consultant shall also undertake to make the third parties fully aware of the position aforesaid.

40. DAMAGES:

The consultant shall be liable to pay damages to FCI for any losses, costs and expenses incurred by the corporation due to breach of any of the terms and conditions of this contract and failure to

perform any of the obligations under the contract. Also FCI reserves the right to claim from the consultant any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the consultant.

41. INDEMNITY:

The Consultant shall indemnify defend and hold harmless the FCI during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.

42. ADDITIONAL INFORMATION:

In case if any additional clarification of the assigned consultancy is required, the Consultant should be in a position to give such clarification /refinements at no additional cost.

43. PERFORMANCE STANDARDS:

The Consultant shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency. He/They shall promptly replace any employees assigned under this Contract that the Corporation considers unsatisfactory.

44. DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:

44.1 The Consultant shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FCI due to the him/their or his/their employees negligence and/or un-workman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract, fails to strictly adhere to or deviates from any of the modalities/guidelines as stipulated in the bid document. The decision of the FCI regarding such failure of the Consultant and their liability for the losses, etc. suffered by FCI, and quantum of such losses, shall be final and binding on the consultant and FCI is entitled to recover all such losses from them.

44.2 Without prejudice to generality of the foregoing and subject to force majeure , the parties to this contract treat time as the essence of this contract and it is an additional condition of the Contract that in the event of failure of the Consultant to complete any assignment within the stipulated time or If the work remains un-commenced and/or incomplete at any stage with reference to time prescribed and reason for delay cannot be satisfactorily substantiated, without prejudice to the other remedies available to the FCI under this contract and in Law, the Consultant shall be liable to pay FCI Liquidated Damages ,not by way of penalty, @ ½% of the consultancy fee for the delay of one week or part thereof subject to upper ceiling of 5% (Five) of consultancy Fee which the parties to the contract having agreed to as reasonable pre-estimate of the damages to FCI arising on account of such failure.

44.3 If in the opinion of FCI the delay in completion of assignment is delayed unduly it shall be lawful for FCI to terminate the contract and to get the work under the contract at the risk and

cost of such Consultant and to forfeit the Security Deposit for recovery of all losses, damages, costs and expenses which may be incurred by FCI consequent to such termination.

44.4 If the Consultant is unavoidably hindered in carrying out the function on account of delayed decision or the approval by the Corporation/Departments, which are necessary to carry out further work, he shall be allowed suitable extension of time by CMD FCI, not exceeding the prescribed tenure of the contract, whose decision shall be final and binding on the consultant. No claim of the bidder shall be entertained against the Corporation for such delayed approvals/decisions by the Corporation, except suitable extension of time.

45. TERMINATION OF CONTRACT:

45.1 By Corporation

- (i) In the event of the Consultant having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the FCI shall be at liberty to terminate the contract forthwith and to realize from the Consultant all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law and to get the work done for the unexpired period of the contract at the risk and cost of the Bidders.
- (ii) The FCI shall also have, without prejudice to other rights and remedies, the right in the event of breach by the Bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, to terminate the contract forthwith and to get the work done for the unexpired period of the contract at the risk and cost of the Consultant and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by FCI consequent to such termination and / or in completing the assignment. FCI may also effect recovery from any other sums then due to the Consultant or which at any time thereafter may become due under this or any other contract with FCI. In case the sum is not sufficient to cover the full amounts recoverable, the Consultant shall pay FCI on demand the entire remaining balance due.
- (iii) FCI may at any time without assigning any reason terminate the contract without any liability by giving 60 days notice to the bidder.
- (iv) In the event of the Consultant having been blacklisted by the GST Authorities, the FCI shall be at liberty to terminate the contract forthwith.

45.2 By Consultant

The consultant may terminate this Contract, by not less than sixty (60) days' written notice to the Corporation if the Corporation fails to pay any undisputed amount due to the Bidder under the Contract, provided that if the corporation pays such amount within the notice period such

termination notice shall become infructuous.

46. PAYMENT UPON TERMINATION:

The Corporation shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the bidder.

47. FORCE MAJEURE:

47.1 A Force Majeure means –any event or circumstance or a combination of events which are beyond the reasonable control of the affected Party, which such Party could not have prevented or reasonably overcome with the exercise of reasonable skill and care in relation to the implementation of this Agreement, which do not result from the negligence of such Party or the failure of such Party to perform its obligations hereunder which are of an incapacitating nature and of a severe magnitude and have a Material Adverse Effect on the affected Party’s obligations under this Agreement. A Party shall be entitled to suspend or excuse performance of its respective obligations under this Agreement to the extent such performance is impeded by a Force Majeure event.

47.2 Procedure for Force Majeure

If a Consultant claims relief on account of a Force Majeure, then the Consultant claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the FCI in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the Consultant’s obligations under this Agreement. Upon cessation of the situation which led to a Consultant claiming Force Majeure under this section the Consultant shall within seven days thereof notify the Corporation in writing of the cessation and the Consultant shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

47.3 Prolonged Force Majeure

- (i) In the event Force Majeure continuously impedes or prevents a Consultant’s performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Consultant, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- (ii) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

- (iii) The Consultant is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the FCI in this regard will be final.
- (iv) Following conditions shall not be treated as Force Majeure:
 - (a) Exchange Risk Variations.
 - (b) Resignation/Termination/Death of any employee including Key Personnel.
 - (c) Any change in Statutory requirements.

48. NOTICES:

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered by post/e-mail/hand delivery under acknowledgment to an authorized representative of the respective Parties.

49. LOCATION:

The Services shall be performed at Food Corporation of India, Headquarters, 16-20, Barakhamba Lane, New Delhi - 110001.

50. GOVERNING LAWS & DISPUTE RESOLUTION:

- 50.1 This Contract shall be governed by the Laws of India for the time being in force. The courts at Delhi shall have exclusive jurisdiction for settlement of any dispute arising out of this contract.
- 50.2 In the event of any dispute or difference relating to the interpretation and application of the provisions of the contract, such dispute or difference shall be settled amicably after mutual consultations. In the event of non-settlement of the dispute, the settlement of the dispute with Govt. Agencies shall be dealt with in accordance with the instructions on the Settlement of Commercial Disputes between Public Sector Enterprises inter se and Public Sector Enterprise (s) and Government Department (s) through Permanent Machinery of Arbitrator (PMA) in the Department of Public Enterprises issued vide Office Memorandum No. DPE/4(1)/2011-DPE(PMA)-GL Dated 12.06.2013, M/o Heavy Industries and Public Enterprises, Department of Public Enterprises. The Arbitration clause to be entered by the consultant if the bidder is a Government Agency is at **Annexure -VII**. In case of parties other than the Govt. Agencies, the redressal of the disputes shall be sought through Court of Law.

51. CONFIDENTIALITY & NON DISCLOSURE:

Any information pertaining to the Government or any other agency involved in the project, matter concerning Government or the agency that comes to the knowledge of the consulting firm/organization in connection with this contract shall be deemed to be confidential and the consulting firm/organization will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The consulting firm/organization shall ensure due secrecy of information and data not intended for circulation in

public.

52. PROPRIETARY DATA:

All documents and other information provided by FCI or submitted by an Applicant to the FCI during the course of execution of the work shall remain or become the property of the FCI. Applicants and the Consultant, as the case may be, shall treat all information as strictly confidential. The FCI will not return any Proposal or any information related thereto. All information collected, analyzed, processed or in whatever manner provided by the Consultant to the FCI in relation to the Consultancy shall be the property of the FCI.

53. REPORTING:

The Consultant will work closely with the FCI. The FCI has established a Nodal Officer to enable conduct of this assignment. A designated Nodal Officer of the FCI will be responsible for the overall coordination. He will play a coordinating role in dissemination of the Consultant's outputs, facilitating discussions, and ensuring required reactions and responses to the Consultant.

The Consultant may prepare Issue Papers highlighting issues that could become critical for the timely completion of the Project and that require attention from the FCI.

The Consultant will make a presentation on the inception report for discussion at a meeting. This will be a working document. The Consultant is required to prepare and submit a fortnightly report that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Consultants' work on the TOR tasks should continue while the report is under consideration and is being discussed.

Regular communication with the Nodal Officer is required in addition to all key communications. This may take the form of telephone/, emails, faxes, and occasional meetings. The Deliverables will be submitted as per schedule provided in this Bid document.

54. PROVIDING OF DATA, HARDWARE SOFTWARE ETC. BY FCI:

Available data as may be required by the Consultant will be provided by the FCI on request. A list of Suggested Standards which may need to be studied will be provided to the Consultant. The Nodal Officer designated by the FCI shall facilitate handing over of such information to the Consultant. However, the Consultant shall be responsible for procuring all hardware and software required for the purpose of the work and no additional cost shall be incurred by FCI for such purposes and neither shall FCI be liable to provide them. However, on request, FCI may make available office space with working space of upto two persons at FCI Hqrs. FCI may also facilitate working space during field visits on best effort basis.

55. MEETINGS AND COORDINATION:

FCI may review with the Consultant, during the period of Consultancy, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in New Delhi at the FCI's office. The frequency of such meetings would depend on the stage of completion of the work, the expenses for attending such meetings shall be borne by the Consultants.

56. STANDARDS OF PERFORMANCE:

The Consultant shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe and effective equipment, machinery, materials and methods. The Consultant shall always act, in respect of any matter relating to this Agreement or to the Services, as a faithful adviser to the FCI, and shall at all times support and safeguard the FCI's legitimate interests in any dealings with Sub-Consultants or Third Parties.

57. NO WAIVER OF RIGHTS:

No forbearance, indulgence or relaxation or inaction or delay in exercising or omission to exercise any right, power or remedy accruing to any Party upon any default under or breach of this Agreement shall impair any such right, power or remedy nor shall the same be construed to be a waiver or any acquiescence thereof, nor shall any action or inaction on the part of that Party in respect of any such default or waiver affect or impair any right, power or remedy of that Party in respect of any other or continuing default or waiver.

FORMAT OF POWER OF ATTORNEY FOR AUTHORIZED SIGNATORY ON BEHALF OF BIDDER

POWER OF ATTORNEY

(To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the entity who is issuing the power of Attorney)

Know all men by these presents, that we.....(name of company / firm and the address of its registered office).....do hereby constitute, appoint and authorize Mr./Ms.(name and residential address).....who is presently employed with us and is holding the position ofas our LAWFUL attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the Project ----- including signing and submission of all documents and providing information/responses to the Food Corporation of India, representing us in all matters before, and generally dealing with the Food Corporation of India in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and affirm that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For and on behalf of (Signature)
(Name, Seal and Position of Executants)

Attested (Notary Public)

DETAILED INFORMATION ABOUT THE BIDDER

1.	Name of the Bidder with full address, Corporate Office/Head Office etc. Website, e-mail ID, Telephone. Provide a brief description of the background of the firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.	
2.	Nature Government /PSU/ Private/others	
3.	Name of the authorized Representative Designation & Postal address b) Telephone no.	
4.*	Composition of Bidder State whether the Bidder is a proprietorship concern, or registered partnership firm, or a company/LLP, OR a Registered Society. The name of the proprietor, or all Partners, or all the Directors of the company etc. as applicable, shall be furnished.	
5.*	(i) PAN Number	
	(ii) GST Registration Number of the Firm.	
6.*	Furnish Audited Profit & Loss account and balance sheet for immediate preceding five Financial Years	
7.*	Furnish details of Sister concerns with the name of Proprietor/Director/Partner thereof with the nature of business	
8.*	Date & Year of Establishment / incorporation of firm.	
9.*	Number of years of experience in Consultancy Services	
10.	Core Competency	
11.	Any other important information about the firm.	
12.	Whether the Bidder's contract with Food Corporation of India or Central /State Govt. or any Central/State PSU/ Statutory Corporation, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years.	
13.	Whether the Bidder's Earnest Money Deposit and/or Security Deposit have been forfeited by the Food Corporation of India or Central /State Govt. or any Central/State PSU/ Statutory Corporation, during the last five years, for breach of any terms and conditions.	

14.	Whether the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involving moral turpitude.	
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NOTE: * Furnish self-attested copies of documents in respect of the above information. In respect of experience, documentary evidence from the Client i.e. copy of work order, contract/agreement, copy of the Certificate issued by clients etc., duly attested to be furnished. The experience/details will not be counted/reckoned for evaluation unless supported by sufficient documentary evidence.

* Vendor master data as per **Annexure - X to this document** shall be provided by the vendor.

DETAILED OF THE CONSULTANCY WORK COMPLETED DURING LAST FIVE YEARS

Sl. No.	Brief Description of Work	Employer Name, Address	Year of commencement and completion	Work value in Million- Please specify currency	Original Project Value in Million - Please specify currency	Other information, if any

Documentary evidence in form of certified copies of work orders/ completion certificates etc. should be submitted for each of the assignment

FINANCIAL PARTICULARS OF THE BIDDER

Sl. No.	ITEMS	DETAILS (To be filled in by Bidder)
i.	Income from consultancy services during the last three financial years (up to March,2017).	
ii.	Certificate from Statutory Auditor submitted	Yes/No

For the companies which follow calendar year as financial year, details for the years 2014, 2015 & 2016 are to be provided along with attested copies of supporting documents.

Date :

Place :

Authorized Signature,
Name & Designation

Note: In case Annual Report for FY 2016-17 is not available, consultant must submit unaudited balance sheet of 2016-17 along with Audited Balance sheet of one additional preceding year (in addition to the number of years already prescribed).

Format for Submission of Information of Key Personnel

Sl. No	Designation of Key Personnel	Name	Education Qualification Year/ Institution	Length of Professional Experience	Present Employment		No. of Eligible Assignments with value
					Name of Firm	Employed Since	
1	2	3	4	5	6	7	8
1.	Finance Expert						
2.	Contract/Legal Expert						

Note: In support of above, Self-attested copies of certificates of prescribed educational qualifications (as per Clause 10(g)) and declaration in proof of all other information sought should be signed by Authorized Signatory of the Bidder shall be furnished. However, if any information/declaration so furnished by the Key Personnel/Bidder is found to be false at any stage, the contract is liable to be terminated at the Risk & Cost of the Bidder and the Bidder shall be blacklisted by FCI.

Date:

Place:

Authorized Signature,

Name & Designation

Format for Submission of Bio Data of Key Personnel

1. Name:
2. Date of Birth:
3. Proposed Position of Key Personnel in the Bidder Firm:
4. Nationality:
5. Prescribed Educational Qualifications:
6. Membership of Professional Association/Statutory Bodies:
7. Employment Record:
8. Relevant Experience:

Sl. No.	Name of Organization	Position in Organization	Nature of Work Done	Period of Experience		Remarks
				From	To	

Name of the Key Personnel

Signature

Note: In support of above, Self-attested copies of certificates of prescribed educational qualifications (as per Clause 10(g)) and declaration in proof of all other information sought should be signed by the respective Key Personnel, both counter signed by the Authorized Signatory of the Bidder shall be furnished. However, if any information/declaration so furnished by the Key Personnel/Bidder is found to be false at any stage, the contract is liable to be terminated at the Risk & Cost of the Bidder and the Bidder shall be blacklisted by FCI.

PERMANENT MACHINERY OF ARBITRATION**DPE/Guidelines/VII/3****No.4(1)/2011-DPE(PMA)-GL. Dated 12.06.2013****Settlement of commercial disputes between Public Sector Enterprises inter se and Public Sector Enterprise(s) and Government Department(s) through Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises.**

Attention is invited towards guidelines No.DPE/4(10)/2001-PMA-GLI dated 22.01.2004 issued by the Department of Public Enterprises (DPE) on the above mentioned subject. A need was being felt for quite some time to revise these guidelines, wherever necessary. After due consideration by the competent authority and superseding the existing guidelines on the subject, the new dispensation is as under:

I. CREATION OF PERMANENT MACHINERY OF ARBITRATORS (PMA)

With a view to expedite the settlement of disputes relating to commercial contract(s) between Central Public Sector Enterprises (CPSEs) per se, and also between CPSEs and Government Departments, the Government of India created a Permanent Machinery of Arbitrators (PMA) in the Department of Public Enterprises in 1989. One Legal Adviser-cum-Joint Secretary in the Department of Legal Affairs, nominated by the Law Secretary to function in the PMA is appointed by the Secretary in-charge of Department of Public Enterprises as sole Arbitrator in each case.

II. NEED FOR PMA

There had been growing number of litigations with the Courts/ Tribunals relating to commercial transactions between the Central Public Sector Enterprises (CPSEs) inter se, or CPSEs and Government Departments. The practice of disposal of these cases was not only expensive due to high fees charged by the advocates/lawyers for pleading the cases and other expenses incurred in this regard, but also time consuming. The other prevailing practice of conciliation, arbitration etc. were also ad hoc arrangement and not delivering the goods up to the expectations. With a view to expedite settlement of disputes and reduce avoidable expenditure in this regard, a need was felt to institutionalize the prevailing system of arbitration. Commissions/Committees like Law Commission, Central Vigilance Commission, Committee of Secretaries etc. had also examined this aspect and made certain recommendations/suggestions which were carefully examined in consultation with the Ministry of Law. The Government after due consideration of all aspects, decided to set up the PMA in the Department of Public Enterprises.

III. ENTITLEMENT

(i) In the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contract(s) between CPSEs, Banks, Port Trusts etc. inter se, or CPSE and the Government Department(s) hereto (except a dispute or difference concerning the Railways, Income-tax, Customs and Excise duties), such dispute or difference shall be referred by either party for arbitration to the PMA in the Department of Public Enterprises through the Secretary to the Government of India in-charge of the DPE.

(ii) The mechanism of PMA is primarily meant for Central Government Departments/ organizations/ enterprises. Therefore, the disputes between State Government Departments/ organizations will not be entertained by the PMA. However, if in a commercial contract between a CPSE and an SLPE, they agree for arbitration by the PMA for setting their dispute, the PMA guidelines will be applicable on same terms as applicable to CPSEs.

IV. MONETARY LIMIT

There is no monetary limit as such for making reference of disputes to the PMA. However, it would be

advisable if the parties exercise their own discretion in this regard as both the parties are to equally pay an initial cost of Rs. 20,000 each for making reference of dispute to the PMA which is non-refundable in any case but will be adjusted with final cost to be fixed by the Arbitrator as per the rates stipulated in a subsequent paragraph. There shall not be much advantage in referring disputes of a small amount of the value of less than Rs. 50,000/- to PMA and such disputes may be settled by the parties by mutual consultation.

V. REFERENCE

(i) As far as possible parties should try to resolve as many points of dispute as they can, amicably by mutual consultation and only those points stating the amount involved be referred to the PMA that could not be settled mutually despite best efforts from both sides. To ensure prompt disposal of dispute(s) by the PMA, both the CPSEs and the Government Departments shall refer the existing dispute(s) to the PMA at the earliest and not later than two months of arising of dispute. If any arbitrator has already been appointed in any dispute that should immediately be cancelled. Both the parties will also ensure the inclusion of an Arbitration Clause (if not already done so) in favour of PMA (as given in Annexure) in all the existing and the future contracts/supply orders between the parties. PMA shall not entertain the disputes referred to it without proper Arbitration Clause.

(ii) After entering upon the reference, the Arbitrator will call for the papers, comments/ statements from the parties and will hear the parties in person as and when he deems necessary. The Arbitrator shall ordinarily fix the meeting in Delhi unless, for reasons to be recorded in writing, he decides otherwise. No outside lawyers shall be allowed to appear on behalf of the parties to argue their cases before the Arbitrator but the parties can take the help of their own full time Law officers. (Subject to the aforesaid, the Arbitrator, and the Law Secretary will determine the procedure as the case may be).

(iii) The Arbitrator will also submit a quarterly report to the Secretary (DPE) on the number of cases registered, awards published, fee received and general progress of cases.

VI. FEES

(i) The Arbitration cost in respect of a commercial dispute settled through the PMA is required to be shared equally by the concerned disputing parties. In this connection each of the parties to a dispute will be required to make an initial deposit of Rs. 20,000/-, when a prima-facie case of dispute is established and the same is approved for referring to the Arbitrator of PMA for settlement. This initial cost will be adjusted in the final cost of Arbitration. The Arbitrator will work out the final cost of Arbitration based on the amount of dispute as per the following formula:

(a) Rs. 40,000 or 1% of the disputed amount up to Rs. 50,00,000, whichever is higher, to be equally shared by the parties.

(b) Rs. 50,000 + ½% of the disputed amount of above Rs. 50,00,000 but up to Rs. 5 Crore to be equally shared by the parties.

(c) Rs. 2.5 lakh + ¼% of the disputed amount beyond Rs. 5 Crore to be equally shared by the parties.

(ii) The Arbitrator in the PMA will intimate the parties the estimated amount of Arbitration fee to be borne equally by them and paid within a month of intimation to the parties or within such time as may be allowed by the Arbitrator. All payments should be made to the Government of India through Demand Draft in favour of D.D.O., Department of Public Enterprises, payable at New Delhi.

(iii) The Secretary, DPE, if he/ she considers appropriate, may allow fee concession up to 25% of the total fee worked out for the sick and continuously loss making CPSEs based on the laid down formula, subject to

arranging payment within one month of the order of the Arbitrator in the PMA.

(iv) In case any of the parties has made full payment of the fee and another has failed despite continuous follow up and as a result of which publication of award is cancelled, the fee in addition to the initial deposit may be refunded to the party concerned. However, Government will not pay any interest on such amount.

If one of the parties fails to pay the arbitration fees and the other party is willing, they may pay the entire arbitration fees.

If one party pays the estimated cost of arbitration fee (to be borne equally by both the parties) of the other defaulting party, this amount will be shown (along with the interest @ 1% per month/ 12% per annum) in the cost/ expenses of arbitration against the defaulting party in the final Award.

VII. COMPROMISE

In case both the parties decide to settle the dispute mutually before the Award is published, they can be allowed to do so. In such case, the initial cost (Rs. 20,000 paid as deposit by each of the parties) shall be forfeited and the case will be finally closed on receipt of details of the settlement arrived at by the parties in writing. In case the parties do not provide requisite details, the Arbitrator may decide to publish the Award and in such a situation the parties will be required to pay the arbitration fee worked out by the Arbitrator.

VIII. NATURE OF AWARD

The Arbitrator shall make his award within six months after entering upon the reference or after having been called upon to act by notice in writing from any party to the arbitration agreement or within such extended time as the parties may allow. The Arbitrator shall make a speaking award. The Award may be published on plain paper. The Arbitrator may also, if he thinks fit, make an interim award.

IX. EXPARTE AWARD

The Arbitrator may make his Award ex-party when a party(ies) fail to furnish the particulars required from them, and/ or do not appear in person in spite of being given two chances to do so. Even in that case, the parties shall be bound to meet the cost of arbitration equally.

X. APPEAL

The Award of the sole Arbitrator under the PMA shall be binding upon the parties to the dispute. The aggrieved party may file an appeal before the Law Secretary within the period as recorded by the Arbitrator in the Award for implementation. This time limit may be kept in view while filing an appeal before the Law Secretary. The Law Secretary or Special Secretary/ Additional Secretary, when so authorized by the Law Secretary, may decide the appeal/ revision on merits and set aside or revise the award. The matter cannot be remitted back to the Arbitrator for reconsideration. The Appellate Authority will have the power to revise his/ her own decision for rectification of any error or for editorial corrections etc.

The Law Secretary, or as the case may be, Special Secretary/ Additional Secretary, after giving an award on the appeal, will return the records of the case to the PMA. The Arbitrator may also, if he/ she thinks fit, make an interim award. However, there shall be no appeal to the Law Secretary against the interim award and both the parties are to await the final award by the Arbitrator.

XI. CHANGE OF ARBITRATOR

In the event of the sole Arbitrator dying, neglecting or refusing to act or being unable to act for any reason, it

shall be lawful for the Secretary to the Govt. of India in-charge of the DPE, to appoint another person in place of the outgoing Arbitrator to act as sole Arbitrator. The new Arbitrator so appointed shall as far as practicable proceed from the stage where it was left by the outgoing arbitrator.

XII. BANK GUARANTEE

In commercial transactions sometimes a CPSE has to stand Bank guarantee. All CPSEs should effect encashment of bank guarantee only as a last resort when efforts to resolve the differences/ dispute fail and that too, after giving due notice/information to the concerned Public Sector Enterprise. In such situations, all CPSEs should refer the dispute to this Department and cooperate with the Arbitrator of PMA for early settlement.

2. All the administrative Ministries/Departments concerned with management of Central Public Sector Enterprises/Banks/Port Trusts etc. are requested to bring these guidelines to the notice of all concerned organizations under their administrative control for strict compliance. It is also requested that they may ensure and monitor the implementation of the award of the Arbitrator by the parties as per his/ her directions. Presidential directives as per Annexure referred to in paragraph 1V(i) above, may be issued to incorporate the provisions in the Articles of Association or other relevant regulations of concerned organization(s) at the earliest.

ANNEXURE

Arbitration Clause to be included in all the commercial contracts entered into by the Public Enterprises/Government Departments etc.

In exercise of the powers conferred by Article.....of the Articles of Association of the (name of the CPSE/Bank/Port Trust etc.)/ Section..... of theAct of setting up of the (name of the CPSE/Bank/Port Trust etc.), the President of India is pleased to direct that all disputes relating to all commercial agreements (except income tax, customs, excise duty and also concerning Railways) between (name of Company/Corporation/Bank/Port Trust) and (name of another Public Sector Undertaking /Government Department/Bank/Port Trust etc.) shall be referred to the Permanent Machinery of Arbitrators (PMA) set up in the Department of Public Enterprises. The President is further pleased to direct that the following Arbitration Clause shall be included in all current and future contracts/agreements etc. and that in respect of ongoing contracts they should be suitably amended to include such a clause:

“In the event of any dispute or difference relating to the interpretation and application of the provisions of the contracts, such dispute or difference shall be referred by either party for Arbitration to the sole Arbitrator in the Department of Public Enterprises to be nominated by the Secretary to the Government of India in-charge of the Department of Public Enterprises. The Arbitration and Conciliation Act, 1996 shall not be applicable to arbitration under this clause. The award of the Arbitrator shall be binding upon the parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to the Law Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India. Upon such reference the dispute shall be decided by the Law Secretary or the Special Secretary/Additional Secretary, when so authorized by the Law Secretary, whose decision shall bind the Parties finally and conclusively. The Parties to the dispute will share equally the cost of arbitration as intimated by the Arbitrator”.

(DPE O.M. No. DPE/4(1)/2011-DPE (PMA)-GL 12th June, 2013)

DECLARATION

1. I _____ Son/Daughter/Wife of _____ Authorized officer/representative of the Firm mentioned above and I am competent to sign this declaration and execute this Bid document.
2. I have carefully read and understood all the terms and conditions of the Bid and undertake to abide by them.
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my Bid at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.
4. I further undertake that the person(s)/team deployed for consultancy services will complete the work and they will not be removed from the assigned work till the completion of the contract.

Signature of authorized
Representative:

Full Name :

Designation:

Name & Address of
Organization:

Seal:

Date:

Place:

INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). 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 useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- i. 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 “Click here to Enroll” on the CPP Portal is free of charge.
- ii. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- iii. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- iv. 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 FCI recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- v. 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 DSC’s to others which may lead to misuse.
- vi. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- i. 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.
- ii. 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.
- iii. 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.

PREPARATION OF BIDS

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please 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.
- iii. 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 formats. Bid documents may be scanned with 100 dpi with black and white option.
- iv. 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” 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.

SUBMISSION OF BIDS

- i. Bidder should log into the site well in advance for bid submission so that he/she 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.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- iv. 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 Tender Processing Section, latest by the last date of bid submission or as specified in the tender document. 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.
- v. If the prices bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- vi. 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.
- vii. 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.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- ix. Upon the successful and timely submission of bids, 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.
- x. 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.

ASSISTANCE TO BIDDERS

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting FCI for a tender or the relevant contact person indicated in the tender.
- ii. 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 233 7315.

VENDOR DETAILS

Vendor details	
Particular	Details
1. Name of the Vendor	
2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3. PAN of the Business (along with copy of PAN Card)	
4. Software used by your organization for accounting purpose	
5. Details of Goods (along with HSN Code/Excise classification) being/to be supplied to our organization	
6. Details of Services (along with HSN Code) being/to be supplied to our organization	
7. Following details for each supplying State (from which material/services is being or proposed to be supplied to us) [Refer Comments]	
8. Nature of the Vendor (SEZ unit/SEZ Developer/STPI Unit/Normal entity/Foreign entity)	
9. Category of vendor (Normal registered/ Registered under composition/Unregistered/ Located outside India)	
10. Address	
11. State code (Code as prescribed under GST)	
12. Latest Contact No.	
13. Latest Fax No. (if any)	
14. Latest E-mail ID (if any)	
15. GSTIN allotted by the Government (along with registration certificate)	
16. Effective date of registration	

Comments:

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.
2. In case, you have obtained more than one registration in a State for different business verticals, the information at Sl. No. 8 to 16 needs to be provided for the additional registrations in the same State separately.

PART – B

Price Bid (Specimen Proforma)

Price Bid

(To be uploaded on CPP Portal only)

FINANCIAL QUOTE (This BOQ template must not be modified/replaced by the bidder and same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender.) The below mentioned financial quote template is provided alongwith this bid document at <https://eprocure.gov.in/eprocure/app>.

Sl. No.	ITEM	Firm Price(INR) (To be filled in by Bidder)
i.	Complete Scope of services as stipulated in the Technical Bid Document on Firm Price basis inclusive of all taxes and levies, direct and indirect expenses, exchange rate variation and without any escalation, excluding GST.	INR in figures..... INR in Words
ii.	GST	as per statutory liability applicable from time-to-time.

Date :

Place :

1. In case of any discrepancy/difference in the amounts indicated in figures and words the figures in the words will prevail.
2. The prices will be inclusive of all taxes, fees, levies, etc. and any upward revision in the statutory taxes, fees etc will be responsibility of the consultant. However, GST as per statutory liability applicable from time-to-time is payable.
3. The payment will be made to the Consultant at any Bank Account maintain in India by way of ECS/RTGS after deducting the TDS as applicable.
4. All rates are to be indicated in Indian Rupees only.
5. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

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