

BID DOCUMENT

**SELECTION OF INDEPENDENT ENGINEER & AUDITOR (IE&A) TO
OVERSEE/SUPERVISE SETTING UP OF SILOS ON DESIGN, BUILD, FINANCE,
OWN & OPERATE
("DBFOO") BASIS FOR STORAGE OF FOOD GRAIN**



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

PART – A
TECHNICAL BID

Disclaimer

The information contained in this Request for Proposals document (“**RFP**”) or subsequently provided to Applicants, whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisers, is provided to Applicants on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Consultancy. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP, may not be complete, accurate, adequate or correct. Each 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 RFP and obtain independent advice from appropriate sources.

Information provided in this RFP 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 Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

The Authority, 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 RFP or otherwise, including the accuracy, adequacy, correctness, reliability or completeness of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Selection Process.

The Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Applicant upon the statements contained in this RFP.

The Authority 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 RFP.

The issue of this RFP does not imply that the Authority is bound to select an Applicant or to appoint the Selected Applicant, as the case may be, for the Consultancy and the Authority 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 Authority 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 Authority 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.

General Manager (Silos)

NOTICE INVITING ONLINE BIDS FOR SELECTION OF INDEPENDENT ENGINEER & AUDITOR (IE&A) TO OVERSEE/SUPERVISE SETTING UP OF SILOS ON DESIGN, BUILD, FINANCE, OWN & OPERATE (THE "DBFOO") BASIS FOR STORAGE OF FOOD GRAIN

(Tender No. SILOS/217/IE&A/DBFOO/2016)

FROM:

The General Manager (Silos)
Food Corporation of India
16-20, Barakhamba Lane,
New Delhi – 110001
Tel. No. 011-43527348
Fax No. 011-43527354
E-mail: gmsilos.fci@gov.in

Dear Sir(s),

For and on behalf of the Food Corporation of India, online bids in the prescribed Tender Documents under two bid system is invited from interested, experienced eligible bidders to discharge the functions and duties of the Independent Engineer & Auditor for construction, operation & maintenance of the silo storage facilities at 26 locations as detailed below :

Sr. No	Location	Revenue District	State	Capacity (Metric Tons)
1.	Bhagalpur	Bhagalpur	Bihar	50,000
2.	Bettiah	West Champaran	Bihar	50,000
3.	Ahmedabad	Ahmedabad	Gujarat	50,000
4.	Between Palanpur (Banaskantha) & Siddhpur(Patan)	Banaskantha	Gujarat	50,000
5.	Bhattu	Fatehabad	Haryana	50,000
6.	Jind	Jind	Haryana	50,000
7.	Panipat	Panipat	Haryana	50,000
8.	Palwal	Palwal	Haryana	50,000
9.	Rohtak	Rohtak	Haryana	50,000
10.	Sonepat	Sonepat	Haryana	50,000
11.	Barnala	Barnala	Punjab	50,000

Sr. No	Location	Revenue District	State	Capacity (Metric Tons)
12.	Chhehreatta	Amritsar	Punjab	50,000
13.	Patiala	Patiala	Punjab	50,000
14.	Jalalabad	Fazilaka	Punjab	50,000
15.	Sangrur	Sangrur	Punjab	1,00,000
16.	Batala	Gurdaspur	Punjab	50,000
17.	Varanasi	Varanasi	Uttar Pradesh	50,000
18.	Kannauj	Kannauj	Uttar Pradesh	50,000
19.	Faizabad	Faizabad	Uttar Pradesh	50,000
20.	Fatehpur	Fatehpur	Uttar Pradesh	50,000
21.	Basti	Basti	Uttar Pradesh	50,000
22.	Deoria	Deoria	Uttar Pradesh	50,000
23.	Rangapani	Darjeeling	West Bengal	50,000
24.	Malda	Malda	West Bengal	50,000
25.	Dankuni	Hoogly	West Bengal	50,000
26.	Mecheda	EastMidinapore	West Bengal	50,000

2. No manual bids shall be accepted. The Contract will be for a period of Three Years from the date of acceptance letter of FCI.

FCI has selected a single stage two part bidding process for selection of the bidder for award of the project. A bidder may apply for one or more project locations under single bid. Separate EMD @ Rs. 25,000 (Rupees Twenty Five Thousand Only) for each applied location shall be provided by the bidder in addition to bid processing fee of Rs. 5000/- plus Service Tax @ 14%, Swachh Bharat Cess @ 0.5% & Krishi Kalyan Cess @ 0.5%.

3. The Tender Documents and other detailed terms & conditions including DCA, RFP/RFQ for 6 project locations are available in the Food Corporation of India website www.fci.gov.in (for reference only) as well as at <https://eprocure.gov.in/eprocure/app> (for reference and online bidding).

Bidders are advised to follow the instructions provided in the 'Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

Schedule of Bidding Process:

Bid Publish Date	11.01.2017
Pre- Bid meeting date	19.01.2017 at (15:30 hrs.)
Last date for receiving queries from bidders	24.01.2017
Last date for Response to queries by FCI	30.01.2017
Bid due date (last day for submission of bid.)	15.02.2017 at (15:30 hrs.)
Technical Bid opening date & Time	16.02.2017 at (15:00 hrs.)

4. The last date for submission of the Bids online is 15:30 hrs. of February, 15th, 2017 and Technical Bids will be opened online at 15:00 hrs. on 16.02.2017 in the presence of the intending bidders/their authorized representatives who may wish to be present.

5. Bids to remain open for acceptance up to and inclusive of ninety days from the date of opening of the Bid. The Food Corporation of India, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

6. The prospective bidders are advised to refer to the CPPP website 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 shall be liable to be rejected.

7. The bidders shall deposit alongwith the Technical Bid through RTGS / NEFT/ Other ELECTRONIC MODE an amount of INR 25,000/- (Indian Rupees Twenty Five Thousand only) for each applied location (For illustration purpose , for single location, the EMD is Rs.25000/- only) towards Earnest Money and INR 5000/- (Rupees Five Thousand only) towards tender Processing Fee plus Service Tax @ 14%, Swachh Bharat Cess @ 0.5% & Krishi Kalyan Cess @ 0.5% in the Food Corporation of India, HQ, New Delhi, CC Account No.10220632672 , IFSC CODE No. SBIN 0005943 (SBI, K.G. Marg, New Delhi) and the scanned copy / soft copy of RTGS / NEFT/ Other ELECTRONIC MODE acknowledgment of such deposit shall be uploaded along with the Technical Bid.

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

General Manager (Silos)

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 Tender No. **SILOS/217/IE&A/DBFOO/2016** dated 11.01.2017 I/we submit the Online Bids under two-bid system for selection of an Independent Expert for setting up of silos on Design, Build, Finance, Own & Operate (the "DBFOO") basis for the following locations

S.No.	Location of the Project
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2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Tender document and expressly agree to abide by them.
3. The bid submitted is unconditional and unqualified.
4. All information provided in the bid and in its annexures and supporting documents are true and correct and all documents accompanying such Proposal are true copies of their respective originals.
5. This statement is made for the express purpose of appointment as the Independent Expert for the aforesaid Project.
6. I/We shall make available to FCI any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
7. I/We acknowledge the right of FCI to reject our application without assigning any reason or otherwise and I/We do not have any Conflict of Interest.
8. I/We agree to keep the offer open for acceptance up to and inclusive ofdays from the date of opening of the Financial Bid 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.

9. I/We hereby upload alongwith the Technical Bid the scanned copy / soft copy of RTGS / NEFT/ Other ELECTRONIC MODE acknowledgment of depositing separate INR 25,000/- (Rupees Twenty Five Thousand only) per location towards Earnest Money and INR 5000/- (Rupees Five Thousand only) towards tender processing Fee plus Service Tax @ 14%, Swachh Bharat Cess @ 0.5% & Krishi Kalyan Cess @ 0.5% in the stipulated FCI account.

10. In the event of my/our Bid being accepted, I/We agree to furnish within fifteen working days from the date of issue of acceptance letter of the Bid, Security Deposit as stipulated in the Bid.

11. 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.

12. I/We do hereby declare that the bidder Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking as on the due date of bid (*)

OR

I/We hereby declare that the bidder Firm was blacklisted/ debarred by _____ (here give the name of the 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)*

13. I/We hereby declare that the contract entered into by the bidder Firm with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.

14. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm / Organization/ Institute have not been forfeited or adjusted by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions.

15. 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.

16. I/We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors do not attract any of the disqualification conditions stipulated in this Bid documents.

17. 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.

18. I/We hereby confirm that the bidder satisfy the terms and conditions laid down in the Bid document.

19. I/We have declare that (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Proposal. Further, the authorised signatory is vested with requisite powers to furnish such proposal and all other documents, information or communication and authenticate the same.

(Signature of Bidder)

(Authorized Signatory)

(Seal of Bidder Firm)

INSTRUCTIONS TO BIDDERS

1. INTRODUCTION:

The Food Corporation of India was set up under an Act of Parliament, the Food Corporations Act, 1964 in order to fulfill following objectives of the Food Policy of the Government of India:

- a) Effective price support operations for safeguarding the interests of the Farmers;
- b) Distribution of food grains throughout the country for public Distribution System and other Schemes of Government of India; and
- c) Maintaining satisfactory level of buffer stocks of food grains to ensure national food security.

1.1 The above objectives of the National Food Policy are being achieved by the Corporation through its main operations of procurement, transportation, storage and distribution of foodgrains.

1.2 FCI has played a significant role in India's success in transforming the crisis management oriented food security into a stable food security system, providing farmers with remunerative prices through procurement of food grains, distribution of food grains throughout the country for the Public Distribution System (PDS), particularly to vulnerable sections of the society, and also maintaining buffer stocks of food grains in order to ensure national food security.

2. OBJECTIVE:

2.1 The Food Corporation of India (FCI) has been appointed as nodal agency for creation of modern storage capacity through construction of Silos for food grains and as part of this endeavour, FCI decided to undertake construction of silos for storage of wheat at the locations mentioned in the table below, (the “**Project**”) through Public Private Partnership (the “**PPP**”) on Design, Build, Finance, Own and Operate (the “**DBFOO**”) basis. Where the context so requires, Project shall mean and reference to individual silo projects at the identified locations as per the details provided in Table – 1

The authority has issued Letter of Award (LOA) to the preferred bidders for all the twenty six locations and the schedule construction period is 2 years (two years) as per the draft concession agreement from the Commencement Date for all the twenty six locations. The Monitoring and supervision of construction, operation and maintenance of the Silos is proposed to be undertaken through an Independent Engineer & Auditor (a qualified firm), hence to perform the mentioned role during the Construction of the Silos and Silo Storage operations, the Authority would like to appoint an Experienced Consulting Engineering Firm as an Independent Engineer & Auditor (the “**Independent Engineer &**

Auditor”) to perform the role as ascribed in the Agreement with the Concessionaires developing the Projects. The Appointment shall be for a period of 3 (three) years.

Brief particulars of the Project for which an Independent Engineer & Auditor (IE&A) is to be appointed by the authority are as follows:

Table 1: List of Locations

Sr. No.	Location	Revenue District	State	Capacity (Metric Tons)	Estimated Project Cost (Rs. In Crore)
1.	Bhagalpur	Bhagalpur	Bihar	50,000	41.29
2.	Bettiah	West Champaran	Bihar	50,000	41.29
3.	Ahmedabad	Ahmedabad	Gujarat	50,000	41.29
4.	Between Palanpur (Banaskantha) & Siddhpur(Patan)	Banaskantha	Gujarat	50,000	41.29
5.	Bhattu	Fatehabad	Haryana	50,000	43.29
6.	Jind	Jind	Haryana	50,000	43.29
7.	Panipat	Panipat	Haryana	50,000	43.29
8.	Palwal	Palwal	Haryana	50,000	43.29
9.	Rohtak	Rohtak	Haryana	50,000	43.29
10.	Sonepat	Sonepat	Haryana	50,000	43.29
11.	Barnala	Barnala	Punjab	50,000	43.29
12.	Chhehreatta	Amritsar	Punjab	50,000	43.29
13.	Patiala	Patiala	Punjab	50,000	43.29
14.	Jalalabad	Fazilaka	Punjab	50,000	43.29
15.	Sangrur	Sangrur	Punjab	1,00,000	63.89
16.	Batala	Gurdaspur	Punjab	50,000	43.29
17.	Varanasi	Varanasi	Uttar Pradesh	50,000	41.29
18.	Kannauj	Kannauj	Uttar Pradesh	50,000	41.29
19.	Faizabad	Faizabad	Uttar Pradesh	50,000	41.29
20.	Fatehpur	Fatehpur	Uttar Pradesh	50,000	43.29
21.	Basti	Basti	Uttar Pradesh	50,000	41.29
22.	Deoria	Deoria	Uttar Pradesh	50,000	41.29
23.	Rangapani	Darjeeling	West Bengal	50,000	41.29
24.	Malda	Malda	West Bengal	50,000	41.29

Sr. No.	Location	Revenue District	State	Capacity (Metric Tons)	Estimated Project Cost (Rs. In Crore)
25.	Dankuni	Hoogly	West Bengal	50,000	41.29
26.	Mecheda	EastMidinapore	West Bengal	50,000	41.29

- 2.2 The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the FCI and the Concessionaire (the “**Concession Agreement**”) and the appointed Independent Engineer & Auditor shall be responsible for monitoring of the project for three years
- 2.3 In order to identify and select an entity(ies) “Independent Engineer & Auditor” (IE&A), the Authority intends to carry out a two-step, single-stage competitive bidding process (the "Bidding Process"). Only those Bids that meet the technical capacity and financial capacity as set out in this RFP would be qualified and their Price Bid would be opened for identification and selection of the Independent Engineer & Auditor (IE&A).

3. **TERMS OF REFERENCE:**

GENERAL

- 3.1 The FCI seeks the services of an Experienced Consulting Engineering Firm to be the Independent Engineer & Auditor (the “**Independent Engineer & Auditor**”) for setting up of silos for storage of wheat on DBFOO basis. The locations for setting up silos are 26 (twenty six) in numbers as per details under Clause 2.1 (the “**Project**”) and where the context so requires, Project shall mean individual silo Project at each of the aforesaid sites.

The Terms of Reference (the “**TOR**”) for the Independent Expert shall substantially in conformity with relevant Article/Schedule of DCA.

- 3.2 The Independent Engineer & Auditor (IE&A) shall be guided in its assignment by the Draft Concession Agreement and RFP available at FCI’s official website.
- 3.3 The scope of services of the Independent Engineer & Auditor (IE&A) are defined in Annexure A of this document. Please refer the Article 13 of the Draft Concession Agreement and Schedules for descriptive terms and conditions for the IE&A and the same shall prevail over this document.

4. INDEPENDENT Engineer & Auditor TEAM

4.1 The Independent Engineer & Auditor shall form a multi-disciplinary team (the “**Independent Engineer & Auditor Team**”) for undertaking this assignment under the contract. The following Key Personnel whose experience and responsibilities are briefly described herein would be considered for evaluation of the Technical Proposal. Other expertise such as that required for financial analysis, etc. be included in the Team through the Key Personnel specified in the Bid Document.

(a) **Senior Technical Engineer & Auditor -cum-Team Leader**

Minimum Educational Qualifications	Post Graduate/ Graduate in Civil/Structural/Mechanical/Electrical/Agriculture Engineering or equivalent
Essential Experience	Minimum 10 (ten) years of experience in project management in planning, designing, monitoring of construction and testing of logistics/Storage/Transportation or Infrastructure Projects.
Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.

(b) **Storage/ Logistics Expert**

Minimum Educational Qualifications	Post Graduate in Post-harvest Agriculture Science or any discipline / Engineering Graduate in any discipline
Essential Experience	5 (five) years’ experience as warehousing/logistics/Storage in the food industry.
Job responsibilities	He will be responsible for providing inputs related to the production, storage and consumption related information for food grains. He would provide inputs on quality assurance procedure and Test on completion of construction.

(c) **Financial Expert**

Minimum Educational Qualifications	Post Graduate in Commerce/ Chartered Accountant/Cost Accountant or MBA or PGDBM with specialisation in Finance
Essential Experience	5 (Five) years’ experience in financial analysis and project costing of Infrastructure projects

Job responsibilities	He will be responsible for financial analysis and cost of any works or services and their reasonableness.
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4.2 REPORTING

- 4.2.1 The Independent Engineer & Auditor will work closely with the Authority. The FCI has established a Working Group (the “WG”) to enable conduct of this assignment. A designated nodal officer of the FCI will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Independent Engineer & Auditor’s outputs, facilitating discussions, and ensuring required reactions and responses to the Independent Engineer & Auditor.
- 4.2.2 The Independent Engineer & Auditor will make a presentation on the Inception Report cum Way Forward for discussion with the WG at a meeting. This will be a working document. The Independent Engineer & Auditor is required to prepare and submit periodical reports 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 Independent Engineer & Auditor work on the TOR tasks should continue while the report is under consideration and is being discussed.
- 4.2.3 Regular communication with the WG is required in addition to all key communications. This may take the form of telephone/ teleconferencing, emails, faxes, and occasional meetings.
- 4.2.4 The Deliverables will be submitted as per schedule provided in this RFP.

5. PERIOD OF CONTRACT

- 5.1 Unless terminated earlier, the contract shall be for a period of Three years from the date of acceptance letter of FCI and will expire at the end of the stipulated period.

6. VALIDITY PERIOD OF BID:

- 6.1 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. The EMD of the Bidder not keeping the offers open for the prescribed period / extended period shall be 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 and will be debarred from participating in any other Bid Enquiry with FCI for a period of five years.

7. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS

- 7.1 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 Tender document. Any corrigendum / addendum thus issued will be posted on the website of the corporation (www.fci.gov.in) as well as Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for the proposal.
- 7.2 FCI may, at its discretion, seek from any or all bidders clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.
- 7.3 FCI at its sole discretion may ignore minor omission in the Technical Bid such as omitting to give number on a page etc. in the interest of increasing the competition.
- 7.4 FCI at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.
- 7.5 The Bidders may contact Central Public Procurement Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document in the under mentioned Contact:

Dedicated helpline: 1800 3070 2232 (24x7)

e- mail: cPPP-nic@nic.in

The e-tendering process has been detailed in Annexure to this Bid document which may be referred to.

8. ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION:

- 8.1 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.

Nodal Officer	General Manager (Silos)
Address	16-20, Barakhamba Lane, New Delhi – 110 001
Phone	011-43527348
FAX	011-43527354
email	gmsilos.fci@gov.in

8.2 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 Officers which shall be binding on the parties.

9. MINIMUM ELIGIBILITY CRITERIA:

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

9.2 The bidder shall be a Consultant Firm having a Registered Establishment in India.

9.3 The bidder shall have in its name PAN (Permanent Account Number) with Income Tax Authority in India.

9.4 The bidder shall have in its name Service Tax Registration Number.

9.5 Technical Capacity: The bidder consultant shall have, over the past 5 (five) years immediately preceding the bid due date (2011-12, 2012-13, 2013-14, 2014-15 & 2015-16), undertaken a minimum of 3 (three) Eligible Assignments* as specified in Clause 10.

9.6 Financial Capacity: The bidder consultant shall have received a minimum income of Indian Rupees 1.00 (One) crore or equivalent US \$ per annum from professional fees during each of the 3 (three) financial years (2013-14, 2014-15 & 2015-16) preceding the Bid Due Date. For the purpose of evaluation, consultants having the highest cumulative revenues from professional fee will be given maximum marks and other bidders will be given proportionately. For the avoidance of doubt, a professional fee hereunder refers to fees received by the consultant for providing advisory or consultancy services to its clients.

9.7 The bidder consultant shall offer and make available all Key Personnel meeting the requirements specified below:

Conditions of Eligibility for Key Personnel: Each of the Key Personnel must fulfil the Conditions of Eligibility specified below:

Key Personnel	Minimum Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments*
Senior Technical Expert – cum - Team Leader	Post Graduate/ Graduate in Civil/Structural/ Mechanical/ Electrical/ Agriculture Engineering or equivalent	10 years	He should have led the teams for 2 (two) Eligible Assignments in planning, designing, monitoring of construction and testing of logistics, storage/ transportation or Infrastructure projects.
Storage Expert	Post Graduate in Post-harvest Agriculture Science or any discipline / Engineering Graduate in any discipline	5 years	He should have 5 (five) years' experience as warehousing/logistics expert in the food/ bulk handling industry.
Financial Expert	Post Graduate in Commerce/ Chartered Accountant/ Cost Accountant or MBA or PGDBM with specialisation in Finance	5 years	He should have worked as a member of the team for financial analysis and project costing of Infrastructure projects and their reasonableness.

Note:

- a) *In support of the above criterion, bidders shall furnish and upload documentary proof failing which the bids are liable to be rejected.*
- b) *In support of the experience criteria, bidder shall furnish and upload self-attested copies of the work order/ copy of the Certificate issued by client / contract/agreement issued by the organizations for which the bidders have conducted the consultancy assignment.*
- c) *A declaration by way of an Affidavit duly notarized in support of having successfully*

completed the assignments.

and

- d) The Bio-data of all the Key personnel duly signed by them and attested by the Bidder along with supporting documents self-attested Certificates relating to Education Qualification and Experience Certificate issued by Client/Employer.*
- e) The bidders shall also furnish self-attested copies of the Audited Profit & Loss Accounts and Balance Sheet of the immediate preceding three financial years (2013-14, 2014-15 & 2015-16) and the documentary proof of the PAN & Service Tax Registration.*

10. Eligible Assignments

- 10.1 For the purposes of determining Conditions of Eligibility and for evaluating the Proposals under this technical bid, supervisory/ consultancy assignments in respect of planning, designing, monitoring of construction and testing of logistics/ storage/transportation or Infrastructure projects report and/or detailed project report including engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):
 - (i) An infrastructure project having an estimated capital cost (excluding land) of at least each project of Rs. 30 (thirty) crore in case of a project in India, and equivalent US \$ for projects elsewhere; or
 - (ii) any project involving construction and having an estimated capital cost (excluding land) of at least Rs. 50 (fifty) crore in case of a project in India, and equivalent US \$ for projects elsewhere.
- 10.2 Provided that the Independent Engineer & Auditor firm claiming credit for an Eligible Assignment shall have, prior to bid due date, received professional fees of at least Rs.10 (ten) lakh for such assignment, and where credit is being claimed by a Key Personnel, she/he should have completed the relevant assignment prior to bid due date.
- 10.3 Provided further that if the Applicant firm is taking credit for an Eligible Assignment which was undertaken for a private sector entity, such assignment shall have

been completed prior to bid due date and the Applicant shall have received professional fees of at least Rs.20 (Twenty) lakh.

11. DISQUALIFICATION CONDITIONS:

- 11.1 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.
- 11.2 Any Bidder whose contract with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, 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.
- 11.3 Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by the FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, during the last five years, for breach of any terms and conditions will be ineligible.
- 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 unregistered society shall not be eligible to apply for the bids.

12. CONSTITUTION OF BIDDERS

- 12.1 Bidders shall, in the Bid, indicate their Legal Capacity ie, whether they are Registered Partnership Firm/ LLP or 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, as applicable. The detailed bidder profile be furnished as sought in the Annexure to this Bid document.

13. SIGNING OF BIDS.

- 13.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/ LLP or as a Secretary / Manager / Director etc., of a Limited Company or Authorised Member of the society etc.
- 13.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.
- 13.3 In case of companies/ LLP, the names of all the Partners /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 with the Bid along with self-attested copy of the Memorandum and Articles of Association of the Company and certification of Registration/Incorporation of LLP. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorised person and attest his signature.
- 13.4 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 Bye laws of the Registered Society and shall produce the self-attested copies of the Rules & Regulations and Bye laws of the Registered Society.
- 13.5 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 responsible to produce a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public, in his favour, stating that he has Authority to bind such other person(s), 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.
- 13.6 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.
- 13.7 If the person so signing the bids fails to produce necessary documentary proof of his credentials as indicated above, his Bid shall be summarily rejected without

prejudice to any other rights of the Corporation under the law. In case of company, LLP, Society, the POA should be supported by resolution.

- 13.8 The entire bid document and all its annexures and copies of the supporting documents shall be signed on each page by the authorized signatory and uploaded.
- 13.9 There shall be no re-constitution of the Bidder firm without the prior written consent of the Corporation till the satisfactory completion of the Contract and the Memorandum of Association and Rules & Regulations and By laws, partnership etc. of the Society, LLP, Company, firm etc. shall not be altered/amended nor any amalgamation, division or reorganization 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.
- 13.10 The bidders shall also furnish the declaration as stipulated in the Annexure -XI

14. EARNEST MONEY & TENDER FEE.

- 14.1 Each bid must be accompanied by Tender processing fee (non-refundable) of INR 5000/- (Rupees Five Thousand only) plus Service Tax @ 14%, Swachh Bharat Cess @ 0.5% & Krishi Kalyan Cess @ 0.5% and an Earnest Money Deposit (EMD) of INR 25,000/- (Rupees Twenty Five Thousand only) for each applied location by way of RTGS / NEFT/ Other ELECTRONIC MODE to the Food Corporation of India, HQ, New Delhi, CC Account No.10220632672 , IFSC CODE No. SBIN 0005943 (SBI, K.G. Marg, New Delhi) and the scanned copy / soft copy of acknowledgment of RTGS / NEFT/ Other ELECTRONIC MODE in favour of FCI must be uploaded along with the technical bid. FCI shall not pay any interest on the EMD. Bids not accompanied by proof of deposit of EMD & tender fee shall be summarily rejected. The Bidders are permitted to bid on the express condition that in case he resiles, or withdraws 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.
- 14.2 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 requisite Security Deposit by way of

Bank Guarantee in the prescribed format. No interest shall be payable on Earnest Money, in any case.

15. SECURITY DEPOSIT

- 15.1 The successful Bidder shall furnish a separate Security Deposit of an amount equivalent to 15 % of the Contract Value for each location by way of Bank Guarantee in the prescribed format in the Annexure to this Bid Document, issued by any scheduled bank in India in favour of 'Food Corporation of India, having an initial validity period of 42 months, within **fifteen working days** from the date of issue of Acceptance Letter.
- 15.2 The security deposit by way of Bank Guarantee will remain with FCI throughout the period of consultancy and six months thereafter.
- 15.3 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.
- 15.4 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.
- 15.5 No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.
- 15.6 The bidder hereby expressly authorise FCI and acknowledge that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, if the successful Bidder fails or neglects to observe or perform any of his obligations under the contract or commits breach of the contract or is found to have conflict of interest it shall be lawful for FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Independent Engineer & Auditor or to appropriate the Security Deposit furnished by the bidder 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 Independent Engineer & Auditor 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.

15.7 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.

16. SUBMISSION OF BIDS

16.1 The bids shall be submitted online in two parts, viz., Technical bid and Price bid at Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) as per scheduled date/time.

16.2 The documents required to be uploaded as part of **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 authorised signatory of the bidder.

(ii) Scanned / soft copy of acknowledgment of RTGS / NEFT/ Other ELECTRONIC MODE towards Earnest Money Deposit.

(iii) Scanned / soft copy of acknowledgment of RTGS / NEFT/ Other ELECTRONIC MODE towards Tender Fee.

(iv) Scanned copies of all documents in support of meeting the minimum eligibility criteria and all credentials, documents & copies of certificate/ information called for in the Technical Bid, duly signed by the authorised signatory of the bidder.

16.3 Price Bid shall include the following:-

(i) Price Bid document along with all its Annexures (Part – B) serially numbered, duly signed on each page by the authorised signatory of the bidder.

(ii) Scanned copy of Price Bid covering Letter as per Annexure XV

(iii) SCHEDULE OF PRICE BID (ANNEXURE XV)

NOTE: Scanned signature/signature stamp not allowed for signing the documents.

16.4 Bids which do not comply with these instructions shall be liable to be rejected.

- 16.5 Price bid/BoQ format under Annexure –XV shall be uploaded only on CPP Portal along with this tender/bid in the websites. The 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. The Bids shall be submitted with all pages serially numbered. The Bids shall be submitted with an index giving page wise information of all documents. No scanned copy of the Price Bid/ BoQ format to be uploaded.
- 16.6 The Bidder will upload the scanned copy of bid documents and fill the Price Bid/ BOQ & upload on CPP Portal. 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.
- 16.7 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw any offer at any stage after submission of the bids.
- 16.8 A bidder can submit only one proposal. If the Bidder submits more than one proposal such proposals shall be disqualified.
- 16.9 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 & Price Bids and any documents forming part of the Bid must be signed (or digitally signed wherever applicable, while online bidding) on every page.
- 16.10 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.
- 16.11 Price Bid shall be submitted quoting the rates as stipulated in the price bid template provided along with this bid online.
- 16.12 Bids are invited online only. If any of the attached documents are found to be forged /fabricated, false, the EMD & Security Deposit of the Bidder shall be forfeited without prejudice to the right of the corporation to proceed against the bidder legally.

- 16.13 Bids along with Annexures/ supporting documents etc. must be serially numbered by the bidder. The Bidders shall submit the scanned self- attested copies of the original supporting documents along with the Technical bid document to enable the Corporation to verify & evaluate the bids. After evaluation of the online bids those Bidders who are meeting the criteria for technical qualification will be advised by FCI to produce the original documents furnished along with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected.
- 16.14 Bidder must examine all terms and instructions included in the Tender Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 16.15 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.
- 16.16 The Bidder shall submit the financial proposal in the price bid template only which is provided along with this Bid(PART-B) online, clearly indicating the cost in both figures and words, in Indian Rupees (INR), and signed/digitally signed by the Applicant's Authorized Representative.
- 16.17 The FCI shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 16.18 While submitting the 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.

17. OPENING OF BIDS

- 17.1 The Technical Bids will be opened online at 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. They can view the Bid opening online also. 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 or

view online.

18. BID EVALUATION:

18.1 A two-stage procedure shall be adopted in evaluating the proposals. Technical evaluation shall be carried out first, followed by the Price Bid evaluation. During the Scrutiny of the Technical bid by the designated tender evaluation committee appointed by the competent Authority necessary clarification if any required by the corporation shall be furnished by the tenderer within time given by the Corporation for the same. The Corporation is at liberty to verify any or all the documents submitted by the tenderers even by referring to third parties. After the technical evaluation is completed, opening of the Price bids will be done online. Date and time of opening of the Price Bids of will be intimated to the technically qualified tenderers.

19. EVALUATION OF TECHNICAL PROPOSALS

19.1 In the first stage, the Technical Proposal will be evaluated on the basis of Independent Engineer & Auditor's experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Proposals get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (S_T).

19.2 Each Key Personnel must score a minimum of 60% (sixty per cent) marks except as provided herein. A bid shall be rejected if the Team Leader scores less than 60% (sixty per cent) marks or any two of the remaining Key Personnel score less than 60% (sixty per cent) marks.

19.3 The scoring criteria to be used for evaluation shall be as follows.

Item Code	Parameter	Maximum Marks	Criteria
1.	Relevant Experience of the Independent Engineer & Auditor	25	30% of the maximum marks shall be awarded for the number of Eligible Assignments undertaken by the Applicant firm. The remaining 70% shall be awarded with equal weightage for: (i) the comparative size and quality of Eligible Assignments; (ii) other relevant assignments or similar work in the infrastructure sectors; and (iii) overall turnover, experience and

			capacity of the firm.
2.	Proposed Methodology and Work Plan	5	Evaluation will be based on the quality of submissions based on the presentation made to the Technical Evaluation Committee.
3.	Relevant Experience of the Key Personnel	70	30% of the maximum marks for each Key Personnel shall be awarded for the number of Eligible Assignments the respective Key Personnel has worked on. The remaining 70% shall be awarded with equal weightage for: (i) the comparative size and quality of Eligible Assignments; and (ii) other relevant assignments or similar work in infrastructure sectors the following weightage shall be assigned for the respective team expert.
3(a)	Senior Technical Expert - cum - Team Leader	40	
3(b)	Storage Expert	20	
3(c)	Financial Analyst	10	
Grand Total		100	

19.4 While awarding marks for the number of Eligible Projects, the Independent Engineer & Auditor or Key Personnel, as the case may be, that has undertaken the highest number of Eligible Assignments shall be entitled to the maximum score for the respective category and all other competing Independent Engineer & Auditor or respective Key Personnel, as the case may be, shall be entitled to a proportionate score. No score will be awarded to an Independent Engineer & Auditor / Key Personnel for fulfilling the eligibility criteria of a minimum number of Eligible Assignments and only projects exceeding the eligibility criteria shall qualify for scoring. For the avoidance of doubt and by way of illustration, if the minimum number of Eligible Projects for meeting the eligibility criteria is say, 3 (three), then an equivalent number will be ignored for each Applicant/Key Personnel and only the balance remaining will be considered for awarding scores relating to the number of Eligible Assignments on a proportionate basis. However, for assigning scores in respect of the size and quality of Eligible Assignments, all Eligible Assignments of the Applicant/Key Personnel shall be considered.

19.5 Of the Independent Engineer & Auditor ranked as aforesaid, pre-qualified and short-listed for financial evaluation in the second stage. If the number of such pre-

qualified Applicants is less than two, FCI may, in its sole discretion, pre-qualify the Independent Engineer & Auditor whose technical score is less than 60 (sixty) points even if such Independent Engineer & Auditor do(es) not qualify as stipulated in the evaluation criteria, however such Independent Expert should have secured not less than 40 (forty) points.

20. Evaluation of Financial Proposal

20.1 In the second stage, the financial evaluation will be carried out as per this Clause below. Each Financial Proposal will be assigned a financial score (S_F).

20.2 FCI will determine whether the Financial Proposals are complete, unqualified and unconditional. The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. Omissions, if any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the TOR within the total quoted price shall be that of the Independent Engineer & Auditor. The lowest Financial Proposal (F_M) will be given a financial score (S_F) of 100 points. The financial scores of other Proposals will be computed as follows:

$$S_F = 100 \times F_M/F$$

(F = amount of Financial Proposal)

21. COMBINED AND FINAL EVALUATION

21.1 Proposals will finally be ranked according to their combined technical (S_T) and financial (S_F) scores as follows:

$$S = S_T \times T_w + S_F \times F_w$$

Where S is the combined score, and T_w and F_w are weights assigned to Technical Proposal and Financial Proposal, which shall be 0.70 and 0.30 respectively.

21.2 The Selected Independent Engineer & Auditor shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.

21.3 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.

22. AWARD OF CONTRACT:

- 22.1 The contract shall be awarded to the successful 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 FCI will constitute the contract between the Independent Engineer & Auditor and FCI and the contract shall be effective from the date of issue of acceptance letter.
- 22.2 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.

23. COMMENCEMENT OF SERVICES

- 23.1 The successful bidder/ Independent Engineer & Auditor shall commence the Services within fifteen (15) days from the date the contract becomes effective, or such other date as may be specified by the Corporation in the work order.

24. FEES & OTHER CHARGES:

- 24.1 The selected Bidder shall be paid as per payment schedule all inclusive Consultancy Fee as quoted by him in the Price Bid and accepted by FCI. The consultancy Fee will be inclusive of all staff costs, printing, communications, travel, accommodation, all taxes, fees, levies, cess, etc. under various State/Central enactments, (except Service Tax) and all other costs & expenses incurred by the Independent Engineer & Auditor in carrying out the study described in Tender document unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes except Service Tax), will also be borne by the Independent Engineer & Auditor and the corporation will not be responsible for the same.
- 24.2 TDS under Income Tax Act shall be deducted at applicable rate from the bills of the Independent Engineer & Auditor.
- 24.3 Subject to the terms of the contract, Payments will be made in INR to the Bank Account in India of the selected Bidder and according to the payment schedule stated in the Tender document. All payment shall be made after the conditions listed for each such payment have been met, and the Independent Engineer & Auditor have submitted pre receipted invoice in duplicate to the FCI specifying the amount due.

- 24.4 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.
- 24.5 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 Bidding process.
- 24.6 The Bidder having valid service tax registration number may claim service tax from FCI as applicable from time to time on the fee payable to him under the contract.

25. PAYMENT:

- 25.1 All payments to the Independent Engineer & Auditor shall be made in INR in accordance with the provisions of this Tender document. The fee shall be payable in India only by way of RTGS/NEFT/ Other ELECTRONIC MODE/ECS for which necessary bank details shall be furnished by the Independent Engineer & Auditor. The Independent Engineer & Auditor may convert INR into any foreign currency as per Applicable Laws and the exchange risk, if any, shall be borne by the Independent Engineer & Auditor.

26. CURRENCY CONVERSION RATE

- 26.1 For the purposes of technical evaluation of Applicants, Rs. 67.50 (Rupees sixty seven & paisa fifty only) per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Proposal Due Date, and the amount so derived in US\$ 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.
- 26.2 The Independent Engineer & Auditor shall be paid for its services as per the Payment Schedule.
- 26.3 Deliverables expected from the Independent Engineer & Auditor are in two stages subject to cap of three years. The payment mechanism details are given below:

The Authority shall ensure that payment to the Independent Engineer & Auditor (IE&A) on account of fees and expenses does not exceed 0.5% per annum of the Total Project Cost during the construction period and 0.25% per annum, adjusted for All India Consumer Price Index (CPI), of the Total Project Cost during Operation Period. As per

the concession agreement, the construction period is two years, hence the cap of 0.5% payment of the Total Project Cost per annum shall prevail during construction period and 0.25% per annum adjusted for All India Consumer Price Index (CPI), of the Total Project Cost during Operation Period.

For example:

Case 1: Completion of construction in less than two or within two years: payment to the IE&A on account of fees and expenses shall not exceed 0.5% of the Total Project Cost per annum during construction period and shall not exceed 0.25% per annum, adjusted for All India Consumer Price Index (CPI) of the Total Project Cost during Operation Period.

Case 2: Completion of construction in 27 months: payment to the IE&A on account of fees and expenses shall not exceed 1.0% of the Total Project Cost for first 27 months and IE&A will receive fees for remaining 9 months of Operation Period @ 0.25% per annum.

Case 3: After completion of construction, if for certain reasons COD is not commenced, no payment shall be made to the IE&A for the intervening period i.e. from completion of construction till commencement of operation.

The first stage includes construction, testing and issue of completion certificate and Stage – II includes operation & maintenance of the storage facilities. Thus the timelines and payment schedule for each stage link to the deliverables will be as below:-

STAGE – I

Key Date No.	Description of Deliverables	Days from the Appointed Date^s	Payment as per defined payment mechanism.
KD1	Project Milestone – I	180	25%
KD2	Project Milestone – II	360	25%
KD3	Project Milestone – III	540	25%
KD4	Completion of construction work, successful testing and issue of completion certificate as per the defined DCA terms and conditions.	730	25%
	Total		100%

§ Excludes the time taken by FCI in providing its comments on the Deliverables Report. The Independent Engineer & Auditor shall get one week for submission of the Deliverables Report after comments of FCI are provided.

STAGE – II

Key Date No.	Description of Deliverables	Days from the COD	Payment as per defined payment mechanism
KD1	Operation & Maintenance of storage facilities	30	8%
KD2	Operation & Maintenance of storage facilities	60	8%
KD3	Operation & Maintenance of storage facilities	90	8%
KD4	Operation & Maintenance of storage facilities	120	8%
KD5	Operation & Maintenance of storage facilities	150	8%
KD6	Operation & Maintenance of storage facilities	180	8%
KD7	Operation & Maintenance of storage facilities	210	8%
KD8	Operation & Maintenance of storage facilities	240	8%
KD9	Operation & Maintenance of storage facilities	270	8%
KD10	Operation & Maintenance of storage facilities	300	8%
KD11	Operation & Maintenance of storage facilities	330	8%
KD 12	Operation & Maintenance of storage facilities and completion of all the contractual obligations as per the Draft Concession Agreement	360	12%
	Total		100%

27. CORRUPT & FRADULANT PRACTICES:

- 27.1 Any bribe, commission, or advantage offered or promised by or on behalf of the bidder to any officer or official of FCI directly or indirectly 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 against the Bidder.

28. BOOK EXAMINATION

28.1 The Bidder shall, submit the Final Report consisting of detailed recommendations, background data and all supporting documents based on which the recommendations are made. Such reports submitted by the Independent Engineer & Auditor shall be the exclusive property of FCI for all purposes, whenever required, produce or cause to be produced for examination by the Authority or any other officer authorized by it in this behalf.

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 bid documents or any part thereof for purposes unrelated to this Contract without the prior written approval of the Corporation.

30. SUBLETTING THE ASSIGNMENT:

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

31. BIDDERS' PERSONNEL:

31.1 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) Normally, Key personnel's indicated shall not be permitted to be changed during the currency of the consultancy as the eligibility of the Applicant is also based on the evaluation of Key Personnel and any change therein may upset the eligibility.
- (iv) FCI will not consider substitution of 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 Independent Engineer & Auditor under the contract shall be deducted from the payments due to the Independent Engineer & Auditor. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the Fees payable to the Independent Engineer & Auditor under the contract. However, such deductions shall not be applicable due to substitutions arising out of death of the original key personnel. The decision of FCI as to what constitutes a rare and exceptional circumstances shall be final.

- (v) The Independent Engineer & Auditor 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.
- (vi) If the Key Personnel makes a false averment regarding his qualification, experience or other particulars, 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/blacklist the Bidder for a period of 5 (five) years for any future assignment of FCI.

32. LIABILITY FOR PERSONNEL

- 32.1 The Independent Engineer & Auditor 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. If, on account of default of the Independent Engineer & Auditor FCI is compelled to make any payments/contributions or discharge any responsibility/liability of the Independent Engineer & Auditor, FCI shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Independent Engineer & Auditor 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 Independent Engineer & Auditor 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 Independent Engineer & Auditor's contractual obligation with the Independent Engineer & Auditor's personnel, experts, Similarly, the Independent Engineer & Auditor shall in no way be responsible for any liabilities arising out of FCI's personnel.

32.2 The contract as entered into between FCI and the Independent Engineer & Auditor 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.

32.3 Independent Engineer & Auditor shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Independent Engineer & Auditor under the contract.

33. OBLIGATIONS OF THE INDEPENDENT ENGINEER & AUDITOR

33.1 The Independent Engineer & Auditor shall perform and carry out their obligations under the contract 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 Independent Engineer & Auditor 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.

34. CERTIFICATE OF COMPLETION

34.1 The work under the contract shall be deemed to have been completed in all respects after submission of deliverables to FCI and accepted by FCI and only when so certified by FCI. The decision of FCI in this regard shall be final and binding on the Independent Engineer & Auditor.

35. REPORT & DATA PERTAINING TO THE ASSIGNMENT.

35.1 The inception report, final report, survey reports, all the data collected by the Independent Engineer & Auditor for the purpose of the assignment shall be the sole and exclusive property of FCI and FCI shall have the Intellectual property

rights over them. The Independent Engineer & Auditor shall submit all supporting data along with the Report to the Corporation.

36. INDEPENDENT ENGINEER & AUDITOR NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

36.1 The consultancy Fee of the Independent Engineer & Auditor shall constitute his/their sole remuneration in connection with this Contract or the Services, and the Independent Engineer & Auditor 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.

37. PROHIBITION OF CONFLICTING ACTIVITIES

37.1 Independent Engineer & Auditor shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the “**Conflict of Interest**”). Any Independent Engineer & Auditor found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD if it is discovered before the award of the contract and Security Deposit if discovered after the award of contract as mutually agreed genuine pre-estimated compensation and damages payable to FCI for, *inter alia*, the time, cost and effort of the Authority including consideration of such Independent Engineer & Auditor’s Proposal, without prejudice to any other right or remedy that may be available to the FCI hereunder or otherwise.

37.2 FCI requires that the Independent Engineer & Auditor provides professional, objective, and impartial advice and at all times hold the Authority’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Independent Engineer & Auditor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the FCI.

37.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

(a) the Independent Engineer & Auditor, its member (the “**Member**”) or Associate (or any constituent thereof) and any other Independent Engineer & Auditor, its member or Associate (or any constituent thereof) have common controlling

shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of Independent Engineer & Auditor, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Independent Engineer & Auditor, Member or Associate, as the case may be) in the other Independent Engineer & Auditor, its member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

- (b) a constituent of such Applicant is also a constituent of another Independent Engineer & Auditor; or
- (c) such Independent Engineer & Auditor or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Independent Engineer & Auditor has the same Authorised representative for purposes of this Application as any other Applicant; or
- (e) such Independent Engineer & Auditor has a relationship with another Independent Engineer & Auditor, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Independent Engineer & Auditor; or
- (f) there is a conflict among this and other consulting assignments of the Independent Engineer & Auditor and any subsidiaries or entities controlled by such Independent Engineer & Auditor or having common controlling shareholders. The

duties of the Independent Engineer & Auditor will depend on the circumstances of each case. While providing consultancy services to the Authority for this particular assignment, the Independent Engineer & Auditor shall not take up any assignment that by its nature will result in conflict with the present assignment; or

- (g) a firm which has been engaged by FCI to provide goods or works or services for a project, and its key personnel, will be disqualified from providing consulting services for the same project conversely, a firm hired to provide consulting services for the preparation or implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project; or
- (h) the Applicant, its Member or Associate (or any constituent thereof), and the bidder for the Project, its contractor(s) or sub-contractor(s) (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Independent Engineer & Auditor, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Independent Engineer & Auditor, Member or Associate, as the case may be,) in the bidder or Concessionaire, if any, or its contractor(s) or sub-contractor(s) is less than 5% (five per cent) of the paid up and subscribed share capital of such Concessionaire or its contractor(s) or sub-contractor(s); provided further that this disqualification shall not apply to ownership by a bank, insurance company, pension fund or a Public Financial Institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this sub-clause (h), indirect shareholding shall be computed in accordance with the provisions of sub-clause (a) above.

37.4 For purposes of this Bid document, Associate means, in relation to the Independent Engineer & Auditor, a person who controls, is controlled by, or is under the common control with such Independent Engineer & Auditor (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law or by contract.

37.5 An Independent Engineer & Auditor eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of

the same Project 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 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for FCI in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Independent Engineer & Auditor shall include a partner in the Independent Engineer & Auditor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Independent Engineer & Auditor, as the case may be, and any Associate thereof.

38. RELATIONSHIP WITH THIRD PARTIES

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

39. DAMAGES

- 39.1 The Independent Engineer & Auditor 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.

40. INDEMNITY

- 40.1 The Independent Engineer & Auditor 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.

41. ADDITIONAL INFORMATION:

- 41.1 In case if any additional clarification of the assigned consultancy is required, the Independent Engineer & Auditor should be in a position to give such clarification/refinements at no additional cost.

42. PERFORMANCE STANDARDS:

42.1 The Independent Engineer & Auditor 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.

43. DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:

43.1 Liquidated Damages

43.2 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Independent Engineer & Auditor and such error or variation on the part of the Independent Engineer & Auditor, the consequential damages thereof shall be quantified by the Authority in a reasonable manner and recovered from the Independent Engineer & Auditor by way of liquidated damages, subject to a maximum of 10% (ten per cent) of the contract Value for the project.

43.3 Liquidated Damages for delay

43.4 In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Contract Value of the project per day, subject to a maximum of 10% (fifty per cent) of the contract Value of the project will be imposed and shall be recovered by appropriation from the Security deposit or otherwise. However, in case of delay due to reasons beyond the control of the Independent Engineer & Auditor, suitable extension of time shall be considered at the sole discretion of FCI.

43.5 Encashment and appropriation of Security Deposit.

43.6 The Authority shall have the right to invoke and appropriate the Security Deposit, in whole or in part, without notice to the Independent Engineer & Auditor in the event of breach of this Agreement or upon his failure to comply with any of the obligations under the contract or for recovery of liquidated damages specified in the contract.

44. ACTION FOR DEFICIENCY IN SERVICES

44.1 In addition to the liquidated damages not amounting to penalty, as specified in the contract, in the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of FCI, other penal action including debarring/

blacklisting for a specified period may also be initiated as per policy of FCI from time to time.

- 44.2 The Independent Engineer & Auditor shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FCI due to their negligence and/or unworkman 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. The decision of the FCI regarding such failure of the Independent Engineer & Auditor and their liability for the losses, etc. suffered by FCI, and quantum of such losses, shall be final and binding on the Independent Engineer & Auditor and FCI is entitled to recover all such losses from them.
- 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 at the risk and cost of such Independent Engineer & Auditor 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 Independent Engineer & Auditor is unavoidably hindered in carrying out the function on account of delayed decision or inputs by the Corporation, which are necessary to carry out further work, he shall be allowed suitable extension of time by GM (Silos), FCI, not exceeding the prescribed tenure of the contract, whose decision shall be final and binding on the Independent Engineer & Auditor. No claim of the bidder shall be entertained against the Corporation for the work done during such extended period.

45. TERMINATION OF CONTRACT:

45.1 BY CORPORATION

- (i) In the event of the Independent Engineer & Auditor 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 Independent Engineer & Auditor all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law at the risk and cost of the Bidders.
- (ii) 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,

the FCI shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Independent Engineer & Auditor 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. In case the sum is not sufficient to cover the full amounts recoverable, the Independent Engineer & Auditor shall pay FCI on demand the entire remaining balance due. However, FCI may grant 15 days' time by way of Notice in writing to the Independent Engineer & Auditor to rectify the default before terminating the contract.

(iii) FCI may at any time without assigning any reason terminate the contract without any liability by giving thirty days' notice to the bidder.

(iv) In the event of complaint of the service provider/concessionaire, Authority shall initiate action as per Clause 13.2 of Concession Agreement for Termination of Appointment.

46. BY Independent Engineer & Auditor

46.1 The Independent Engineer & Auditor may terminate this Contract, by not less than thirty (30) 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.

47. PAYMENT UPON TERMINATION

47.1 Without prejudice to the right of FCI to set off any dues recoverable from Bidder against payments outstanding, FCI 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.

48. FORCE MAJEURE

48.1 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.

49 **PROCEDURE FOR FORCE MAJEURE**

49.1 If Independent Engineer & Auditor claims relief on account of a Force Majeure, then the Independent Engineer & Auditor 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 Independent Engineer & Auditor's obligations under this Agreement. Upon cessation of the situation which led to an Independent Engineer & Auditor claiming Force Majeure under this section the Independent Engineer & Auditor shall within seven days thereof notify the Corporation in writing of the cessation and the Independent Engineer & Auditor shall as soon a 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.

49.2 **PROLONGED FORCE MAJEURE**

(i) In the event Force Majeure continuously impedes or prevents Independent Engineer & Auditor'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 Independent Engineer & Auditor, 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 Independent Engineer & Auditor 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.

50. NOTICES

50.1 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.

51. GOVERNING LAWS AND JURISDICTION & DISPUTE SETTLEMENT

51.1 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 disputes between the parties arising out of execution of this contract.

52. CONFIDENTIALITY & NON DISCLOSURE

52.1 Any information pertaining to the FCI or any other Governmental Agency involved in the project that comes to the knowledge of the Independent Engineer & Auditor in connection with this contract, unless already available in public domain, shall be deemed to be confidential and the Independent Engineer & Auditor 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 Independent Engineer & Auditor shall ensure due secrecy of information and data not intended for circulation in public.

53 MEETINGS AND COORDINATION:

53.1 FCI may review with the Independent Engineer & Auditor, 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 shall meetings shall be borne by the Independent Engineer & Auditor.

53.2 The Independent Engineer & Auditor will make a presentation on the inception report for discussion at a meeting. This will be a working document. The matter has to be specified.

54. STANDARDS OF PERFORMANCE:

54.1 The Independent Engineer & Auditor 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 Independent Engineer & Auditor 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.

55. NO WAIVER OF RIGHTS:

55.1 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.

56. SET-OFF

56.1 Any sum of money due and payable to the Independent Engineer & Auditor (including Security Deposit refundable to the Independent Engineer & Auditor) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation for the payment of any sum of money arising out of, or under this contract or any other Contract made by the Independent Engineer & Auditor with the Corporation.

Annexure A

Selection and Terms of Reference for Independent Engineer & Auditor

I. Selection of Independent Engineer & Auditor (IE&A)

1. The provisions of Part II of the Standard Bidding Documents for Consultancy Assignments : Time Base (Volume V) issued by Ministry of Finance, GOI in July, 1997 or any substitute thereof shall apply, *mutates mutandis*, for invitation of bids and evaluation thereof save as otherwise provided herein.
2. The Authority shall invite technical and financial offers from consulting firms or bodies corporate, as single entities or consortia, with expertise in engineering and post-harvest agriculture science to undertake and perform the duties and functions set forth in Part III of this Schedule. All technical bids so received shall be opened and pursuant to the evaluation thereof, the Authority shall open the financial bids of the qualified firms. The Independent Engineer & Auditor shall be selected on the basis of the lowest price bid from among the qualified bidders.

II. Fees and expenses of Independent Engineer & Auditor (IE&A)

1. The Authority shall ensure that that the payments to the IE&A on account of fees and expenses does not exceed 0.5 % per annum of the Total Project Cost during the Construction Period and 0.25% per annum, adjusted for All India Consumer Price Index (CPI), of the Total Project Cost during Operation Period. The payments made to the IE&A shall be borne equally by the Authority and the Concessionaire in accordance with this Agreement.

III. Appointment of government entity as Independent Engineer & Auditor (IE&A)

1. Notwithstanding anything to the contrary contained in this Schedule, the Authority may in its discretion appoint a government-owned entity as the Independent Engineer and Auditor; provided that such entity shall be involved in consulting, advisory and supervisory work for work similar to the Project envisaged in this Agreement; provided further that a government-owned entity which is owned or controlled by the Authority and/or the direct administrative

ministry of the Authority shall not be eligible for appointment as Independent Engineer & Auditor (IE&A).

III. Terms of Reference for Independent Engineer & Auditor (IE&A)

A. Duties & Responsibilities

The Independent Engineer & Auditor shall perform its duties under the Agreement during the Concession Period starting from the Commencement Date as follows :

- i. To review and comment all activities associated with Construction Works of the Project to ensure compliance with the terms of the Concession Agreement
- ii. Report to the Authority on technical, operational and financial aspects including progress on at least quarterly basis during the Construction Period
- iii. Carry out duties set out in the Concession Agreement

The Independent Engineer & Auditor shall have no powers or authority to relieve the Concessionaire of any of its duties or to impose additional obligations other than those expressly provide for in the Concession Agreement,

B.Scope of Services

During the Construction Period

- iv. Review and comment the Construction Plan prepared by the Concessionaire with respect to the requirements for Construction Works as specified in the Concession Agreement;
- v. Review and comment on the adequacy of engineering investigations including but not limited to geo-technical and topographical aspects;
- vi. Review the proposed quality assurance and quality control procedures for the construction stage of the Projects
- vii. Review the safety measures proposed for the construction of the Project;
- viii. Supervise works on sample basis and to oversee the materials and workmanship of the Construction Works
- ix. Review the quality assurance and quality control during the Construction Works

- x. Review the material testing results, mix designs and order special tests of materials and/or completed works and/or suggest removal and substitution of substandard materials and/or works as required;
- xi. Ensure that the construction, procurement and installation and commissioning work is carried out in accordance with the Standards and Specifications and Good Industry Practice;
- xii. Identify delays in completion and recommend to the Concessionaire the remedial measures to expedite the progress;
- xiii. Review “as-built” drawings for design parameters and performance of the works prepared by the Concessionaire;
- xiv. Supervise and monitor various tests as required for the works
- xv. Issue the Completion Certificate in accordance with the provisions of the Concession Agreement;
- xvi. Review and suggest improvements on the O&M Plan
- xvii. Design a Management Information System (MIS) for monitoring of the Project by the Authority
- xviii. If required mediate and assist in resolving disputes between both the Parties to the Concession Agreement

C. During the Operation Period

- i. Carry out audits at the Silo Complex to establish quantity and quality parameters in accordance with the Standards and Specifications and if required, assess the magnitude of damages to be paid by the Concessionaire to the Authority;
- ii. Ensure calibration of weighment equipments at periodic intervals as per requirements;
- iii. Carry out quarterly and annual audits at the Silo Complex in respect of operational performance parameters as stipulated in the Concession Agreement;
- iv. Carry out annual audits to verify that term and conditions of the Concession Agreement are complied with by both the Parties;
- v. Carry out all duties specified in the Concession Agreement; and

- vi. If required mediate and assist in resolving disputes between both the Parties to the Concession Agreement

D. Interaction with the Authority

The Independent Engineer & Auditor shall

- i. Interact with the Authority on a regular basis;
- ii. Monitor the progress with respect to the implementation schedule and report to the Authority on regular basis

E. Period of Services

The period of Services shall be for a period of 3 (three) years from the date of appointment, unless the Concession Agreement is terminated earlier.

Note :- Clauses referred in Annexure –A pertains to Concession Agreement with the Service provider.

BIDDER PROFILE

Sl. No	Particulars	
1.	Name of the Bidder Firm with full address, Corporate Office/Head Office etc. Website, E-mail ID, Telephone etc.	
2.	Provide a brief description of the background of the Bidder firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.	
3.*	Name, designation & address, Tel. No. of the authorized signatory & nature of authorization (ie, POA/Resolution etc.)	
4.	Nature Government /PSU/ Private/others	
5.*	Composition of Bidder: State whether the Bidder is a registered partnership firm, LLP or a company, OR a Registered Society etc. The name of all Partners, LLP or all the Directors of the company, as applicable, shall be furnished.	
6.*	(i) PAN Number	
	(ii) Service Tax Registration Number of the Firm.	
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 Bidder have been blacklisted or otherwise debarred by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations (Y/N)	
13.	Whether the Bidder's contract with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, 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. (Y/N)	
14.	Whether the Bidder's Earnest Money Deposit and/or Security Deposit have been forfeited by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions. (Y/N)	
15.	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. (Y/N)	
16.	Whether the bidder firm / its proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company has any conflict of interest as defined in this contract. (Y/N)	

Financial Capacity of the Bidder

S. No.	Financial Year	Annual Revenue (Rs./US \$ in million)
1.		
2.		
3.		

Certificate from the Statutory Auditor^{\$}

This is to certify that (name of the bidder) has received the payments shown above against the respective years on account of professional fees.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

^{\$} In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: Please do not attach any printed Annual Financial Statement.

ANNEXURE - III

Abstract of Eligible Assignments of the Bidder

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million)	Payment of professional fees received by the bidder (in Rs. crore)
(1) [‡]	(2)	(3)	(4)	(5)
1				
2				
3				
4				

Note. The bidder should provide details of only those projects that have been undertaken by it under its own name. Exchange rate for conversion of US \$ shall be as per Clause provided in the Bid document.

Certificate from the Statutory Auditor[§]

This is to certify that the information contained in Column 5 above is correct as per the accounts of the Applicant and/ or the clients.

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

[§] In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.

Note: The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.

ANNEXURE – IV

Eligible Assignments of Bidder

1.	Name of Applicant:	
2.	Name of the Project:	
3.	Description of services performed by the Applicant Firm:	
4.	Name of client and Address: (indicate whether public or private)	
5.	Name and telephone no. of client's representative:	
6.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
7.	Payment received by the Applicant (in Rs. crore):	
8.	Start date of the services (month/ year):	
9.	Finish date of the services (month/ year):	
10.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature, name and designation of the authorised signatory)		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Applicant may attach separate sheets to provide brief particulars of other relevant experience of the Applicant.
3. Exchange rate for conversion of US \$ shall be as per Clause in bid document.

ANNEXURE –V

PARTICULARS OF KEY PERSONNEL

Sl. No.	Designation of key personnel	Name	Educational qualification	Length of professional experience	Present employment		No. of eligible assignments
					Name of firm	Employed since	
1	Senior Technical expert cum Team Leader						
2	Storage/ Logistics Expert Engineer						
3	Financial Expert						

Name of the Key Personnel

Signature

Attested by

(Bidder)

Note: *In support of above, Self-attested copies of certificates of professional educational qualifications and declaration in proof of all other information sought should be signed by the respective Key Personnel and 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.*

ANNEXURE - VI

Abstract of Eligible Assignments of Key Personnel[§]

Name of Key Personnel:

Designation:

S.No	Name of Project	Name of Client	Estimated capital cost of project (in Rs. cr./ US\$ million)	Name of firm for which the Key Personnel worked	Designation of the Key Personnel on the assignment	Date of completion of the assignment	Man days spent
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

[§] Use separate Form for each Key Personnel.

Note: The bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.

ANNEXURE - VII

Eligible Assignments of Key Personnel

1.	Name of Key Personnel:	
2.	Designation of Key Personnel:	
3.	Name of the Project:	
4.	Name of Consulting Firm where employed:	
5.	Description of services performed by the Key Personnel (including designation):	
6.	Name of client and Address: (indicate whether public or private)	
7.	Name and telephone no. of client's representative:	
8.	Estimated capital cost of the Project (in Rs crore or US\$ million):	
9.	Start date of the services (month/ year):	
10.	Finish date of the services (month/ year):	
11.	Brief description of the Project:	
It is certified that the aforesaid information is true and correct to the best of my knowledge and belief.		
(Signature and name of Key Personnel)		

Notes:

1. Use separate sheet for each Eligible Project.
2. The Bidder may attach separate sheets to provide brief particulars of other relevant experience of the Key Personnel.
3. Exchange rate for conversion of US \$ shall be as per Clause in Bid document.

Curriculum Vitae (CV) of Key Personnel

1. Proposed Position:
2. Name of Personnel:
3. Date of Birth:
4. Nationality:
5. Educational Qualifications:
6. Employment Record:
(Starting with present position, list in reverse order every employment held.)
7. List of projects on which the Personnel has worked

Name of project	Description of responsibilities
-----------------	---------------------------------

8. Details of the current assignment and the time duration for which services are required for the current assignment.

Certification:

- 1 I am willing to work on the Project and I will be available for entire duration of the Project assignment as required.
- 2 I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes me, my qualifications and my experience.

(Signature and name of the Key Personnel)

Place.....

(Signature and name of the authorised signatory of the Applicant)

Notes:

1. Use separate form for each Key Personnel

2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.

3. Self-attested copies of documents in support of Education Qualification and Experience shall be uploaded.

Proposed Methodology and Work Plan

The proposed methodology and work plan shall be described as follows:

1. Understanding of TOR (not more than two pages)

The bidder shall clearly state its understanding of the TOR and also highlight its important aspects. The bidder may supplement various requirements of the TOR and also make precise suggestions if it considers this would bring more clarity and assist in achieving the Objectives laid down in the TOR.

2. Methodology and Work Plan (not more than three pages)

The bidder will submit its methodology for carrying out this assignment, outlining its approach toward achieving the Objectives laid down in the TOR. The bidder will submit a brief write up on its proposed team and organisation of personnel explaining how different areas of expertise needed for this assignment have been fully covered by its proposal. The bidder should specify the sequence and locations of important activities, and provide a quality assurance plan for carrying out the Consultancy Services.

Note: Marks will be deducted for writing lengthy and out of context responses.

Power of Attorney

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorise Mr / Ms..... son/daughter/wife and presently residing at, who is presently employed with us and holding the position of as our true and lawful attorney (hereinafter referred to as the “**Authorised Representative**”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Proposal for and selection as the Independent Engineer & Auditor for Monitoring and supervision of construction, operation and maintenance of the Silos for the Project, proposed to be developed by FCI including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-bid and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with FCI in all matters in connection with or relating to or arising out of our Bid for the said Project and/or upon award .

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

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

For

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

(Signature, name, designation and address of the Attorney)

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper (of applicable value in accordance with the local stamp act) and duly notarised by a notary public.*
- *Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, Applicants from countries that have signed the Hague Legislation Convention 1961 need not get their Power of Attorney legalised by the Indian Embassy if it carries a conforming Apostils certificate.*

DECLARATION

(To be given on Company Letter Head)

To,
The General Manager (Silos)
Food Corporation of India,
FCI Headquarters, New Delhi

1. I _____ Son/Daughter/Wife of _____ is the authorized representative of the bidder firm 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
Organisation:

Seal:

Date:

Place:

ANNEXURE XII

DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF TENDER

(To be given on Company Letter Head)

Date:

To,
The General Manager (Silos)
Food Corporation of India,
FCI Headquarters, New Delhi

Sub: Acceptance of Terms & Conditions of Tender.

Bid Reference No: _____

Name of Bid / Work:

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by FCI too have also been taken into consideration, while submitting this Bid.
4. I / We hereby unconditionally accept the Bid conditions of above mentioned Bid document(s) / corrigendum(s) in its totality / entirety.

5. In case any provisions of this tender are found violated, then FCI shall without prejudice to any other right or remedy be at liberty to reject this bid including the forfeiture of the full said earnest money deposit/ security deposit, as the case may be, absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

ANNEXURE - XIII

Pro forma of Bank Guarantee of Security Deposit

(TO BE EXECUTED ON NON-JUDICIAL STAMP PAPER OF APPROPRIATE VALUE)

In consideration of the Food Corporation of India, Headquarters at 16-20 Barakhamba lane, New Delhi -110001 (hereinafter called FCI) having stipulated furnishing the security deposit in the form of Bank Guarantee under the terms and conditions of the contract No. _____, dated _____ made between the FCI and the Consultant M/s to undertake Monitoring and supervision of construction, operation and maintenance of the Silos (hereinafter called the 'contract') for the due performance and fulfilment by the said Independent Engineer & Auditor of the terms and conditions and obligations contained in the said contract, we (**NAME OF BANK**), (hereinafter referred to as 'the Bank') at the request of M/s(BIDDER/S) do hereby undertake to pay on demand by FCI an amount not exceeding Rs _____ (Rupees _____ only).

We (**NAME OF BANK**) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the FCI. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee.

However, the Bank's liability under this guarantee shall be restricted to an amount not exceeding Rs _____ (Rupees _____ only).

We undertake to pay to the FCI any money so demanded notwithstanding any dispute or disputes raised by the Bidder(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the Bidder shall have no claim against us for making such payment.

We, (***NAME OF THE BANK***) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and for a period of 36 months from the date of issue of this Guarantee and that it shall continue to be enforceable till all the dues of the FCI under or by virtue of the said contract have been fully paid & its claims satisfied or discharged or till the FCI certifies that the terms and conditions

of the said contract have been fully and properly carried out by said Bidder(s) and accordingly, discharges this guarantee. Unless, a demand or claim under this guarantee is made on us in writing on or before (**date**) (36 months to be indicated) ___ we shall be discharged from all liability under this guarantee thereafter.

We, (***NAME OF THE BANK***) further agree with the FCI that the FCI shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder, to vary any of the terms and conditions of the said contract or to extend time of performance by the said Bidder(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by FCI against the said Independent Engineer & Auditor and to forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Bidder(s)/ Independent Engineer & Auditor or for any forbearance, act or commission on the part of the FCI or any indulgence by the FCI to the said Bidder(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

This guarantee will not be discharged due to the change in the Constitution of the Bank or the Bidder(s).

The guarantor hereby declare that it has power to execute this guarantee and the executant has full power to do so on its behalf under the proper authority granted to him/them by the guarantor.

We, (***NAME OF THE BANK***) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the FCI in writing.

Dated the day of for (*NAME OF THE BANK***)**

For

Name of Bank:

Seal of the Bank:

Dated, theday of, 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Guarantee.
- (ii) The address, telephone no. and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

ANNEXURE - XIV

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.

PART – B

PRICE BID

FINANCIAL PROPOSAL

Covering Letter
(On Applicant's letter head)

From: (Full name and address of the Bidder) _____

To,
The General Manager (Silos)
Food Corporation of India,
FCI Headquarters, New Delhi

Dear Sir/Madam,

I/We submit the Price Bid for appointment as a Independent Engineer & Auditor to undertake Monitoring and supervision of construction, operation and maintenance of the Silos as envisaged in the Bid document.

2. I/ We have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.
3. I/ We offer to work at the rates as indicated in the schedule of price Bid, **Annexure XV** inclusive of all applicable taxes except Service Tax.
4. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the date of opening of the Bid and that Food Corporation of India, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders.

Yours
Faithfully,

Signature of
authorized
Representative:

Full Name :

Designation:

Name & Address
of Bidder Firm

Seal:

Date:

Place:

ANNEXURE XV

SCHEDULE OF PRICE BID

I/ We hereby submit the financial Bid for undertaking the aforesaid Projects in accordance with the RFP Document as per the financial bid format available on Gol's CPP web portal.

(To be uploaded only on CPP Portal)

S. No.	Location of the project	Amount in words (Total Cost for Stage I – i.e. till completion of construction work successfully)	Amount in figures
1.	Bhagalpur		
2.	Bettiah		
3.	Ahmedabad		
4.	Between Palanpur (Banaskantha) & Siddhpur(Patan)		
5.	Bhattu		
6.	Jind		
7.	Panipat		
8.	Palwal		
9.	Rohtak		
10.	Sonepat		
11.	Barnala		
12.	Chhehreatta		
13.	Patiala		

14.	Jalalabad		
15.	Sangrur		
16.	Batala		
17.	Varanasi		
18.	Kannauj		
19.	Faizabad		
20.	Fatehpur		
21.	Basti		
22.	Deoria		
23.	Rangapani		
24.	Malda		
25.	Dankuni		
26.	Mecheda		

Note:

1. Financial Quote for all the projects for the location applied by the Applicant to be filled in one BOQ and uploaded on CPP Portal only and not to be submitted in physical form.
2. The financial cost shall be based on the above Financial Proposal.
3. The rates shall be quoted in Indian Rupee only.
4. The rates will be inclusive of all taxes (except Service Tax), fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder. The Service Tax would be borne by FCI as applicable from time to time.
5. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.

6. The quoted rates for respective locations shall be payable for complete Stage – I i.e. till completion of construction work and payment towards Operation Period will be made @ 25% of the quoted rate per annum till completion of contract period of 3 years.

7. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.

8. The Authority shall ensure that payment to the Independent Engineer & Auditor (IE&A) on account of fees and expenses does not exceed 0.5% per annum of the Total Project Cost during the construction period and does not exceed 0.25% per annum, adjusted for All India Consumer Price Index (CPI), of the Total Project Cost during Operation Period. As per the concession agreement, the construction period is two years, hence the cap of 0.5% payment of the Total Project Cost per annum shall prevail during construction period and 0.25% per annum adjusted for All India Consumer Price Index (CPI), of the Total Project Cost during Operation Period.

For example:

Case 1: Completion of construction in less than two or within two years: payment to the IE&A on account of fees and expenses shall not exceed 0.5% of the Total Project Cost per annum during construction period and shall not exceed 0.25% per annum, adjusted for All India Consumer Price Index (CPI) of the Total Project Cost during Operation Period.

Case 2: Completion of construction in 27 months: payment to the IE&A on account of fees and expenses shall not exceed 1.0% of the Total Project Cost for first 27 months and IE&A will receive fees for remaining 9 months of Operation Period @ 0.25% per annum on pro-rata basis

Case 3: After completion of construction, if for certain reasons COD is not commenced, no payment shall be made to the IE&A for the intervening period i.e. from completion of construction till commencement of operation.
