Request for proposal for Appointment of Consultant

From:-

The General Manager (IT)
Food Corporation of India
Headquarters, Khadya Sadan,
16-20 Barakhamba Lane.
New Delhi-110001

On behalf of the Food Corporation of India (hereinafter referred to as Corporation), Request for proposal is invited for appointment of a consultant for conducting a study to assess the existing processes and to suggest an improved system design for revamping the supply-chain management in the corporation. Consultants who fulfill the criteria/requirements may submit their Technical and Price Bid in the prescribed format. The schedule is as follows:-

Date of Pre Bid meeting: 07.12.2011 at 1130 Hours
Last date for submission of the Technical bids: 19.12.2011 at 1500 Hours
Date of opening of the Technical bids: 22.12.2011 at 1530 Hours
1. **INTRODUCTION**

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

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

FCI primarily deals with procurement of food grains, specially wheat, paddy, raw rice and boiled rice for the Central Pool independently or in association with the State Governments and their agencies. Procurement of wheat and paddy is made under Price Support Scheme whereas rice is procured under levy as per levy orders issued by the State Governments. Depending on the deficit or surpluses in the stocks held and requirements, import/export of food grains is also undertaken from time to time by FCI. In addition to this, FCI undertakes movement of levy sugar to Jammu & Kashmir, North-Eastern states, Lakshadweep and Andaman & Nicobar Islands. However, this is a very minor quantity vis-a-vis the movement of food grains.

The food grains thus procured or imported/exported (about 250 lakh MTs wheat and 300 lakh MTs rice in a year) is moved by rail and road throughout the country and kept in about 2000 warehouses for onward issue to State Governments for Public Distribution and Poverty Alleviation/ Employment Generation/Developmental Schemes and Central Government departments like Army and Paramilitary organizations for their needs. Most of the movement of food grains is by rail.
2. **FCI ORGANIZATION STRUCTURE**

FCI organization hierarchy is as follows. There are 5 Zonal offices, 24 Regional Offices and approximately 170 District Offices and about 2000 Depots across the country.

3. **FUNCTIONS**

FCI undertakes the following four major functions.

a) **Procurement of Food Grains**

- Procurement of Food Grains is mainly done in states such as Punjab, Haryana, Andhra Pradesh, MP, UP & Chhattisgarh. Punjab, Haryana and MP are the major wheat surplus states and Punjab, Andhra Pradesh, Chhattisgarh and Haryana are the major rice surplus states.
- Procurement is done in two ways:
  - From Farmers directly
  - Through Agents (Arhtias) in the mandies.
- Foodgrains are procured at the minimum support price (MSP) declared by the Government of India at the start of each of Marketing season.

b) **Storage of Foodgrain**
There are three types of storage forms:
- Covered godowns
- Silos
- Covered And Plinth (CAP)-Stocks kept on plinth and covered with polythene covers.

Rice is always stored in a covered godown, whereas wheat is stored in any of the three storage forms.

c) Movement of Foodgrains

Food Grains are moved from the surplus regions viz Punjab, Haryana, Andhra Pradesh, MP, Chhattisgarh etc to the consuming/deficit regions by rail or by trucks.

FCI depends heavily on the railways for movement of foodgrains. The Movement Division at FCI, with the help of railways, works out a detailed monthly movement plan so as to help the railways in allotting the required number of rakes and its availability schedule for the smooth movement of the food grains.

As the movement involved, especially by rail, is more there is a substantial scope to reduce the cost by using techniques like Linear Programming, Goal Programming etc. As of now FCI is managing the entire exercise of movement by a manual process with the vast practical knowledge acquired by the planners over the years. Linear Programming is also in limited use.

It may be noted that not all the loading rail heads and recipient rail heads are fully equipped with necessary facilities to handle full rakes. At times, the demands of nearby rail heads are combined so that a full rake is operated thus reducing the operational cost and time. Similarly, whenever the demand of a railhead is less than a full rake, then also demands of nearby railheads are combined so that instead of operating two half rakes, as far as possible, a full rake is operated. On certain occasions, the FCI also operates some dedicated movement to meet the demand of army or any other emergency needs. In that case, it may get a preferential treatment over others.

d) Distribution of Foodgrains

Based on the monthly allocation made by the Deptt. of F&PD in favour of the state Govts. and further sub-allocated by the later, the foodgrains are issued to the State Govt. or its authorized representative from the base depots of FCI, under various Schemes. Joint sampling of stocks are done before issue and retained for verification purpose.

4. PURPOSE OF THE STUDY
The purpose of this study is to assess the existing process and to suggest an improved design to revamp FCI’s supply-chain. The improvements/solution recommended must be demonstrated to be both economically viable operationally feasible.

5. **SCOPE OF THE STUDY**

5.1 To document the pattern of foodgrains flows of the FCI in 2010-11 including:

   a) Origins and destinations as well as quantities (actual).

   b) What was the gap between planned and actual movement? (specifically with reference to – (i) Punjab, A.P., Chhattisgarh as surplus states and (ii) NE, West Bengal, Bihar, Jharkhand, Karnataka as receiving states).

   c) Storage capacity at various locations, and end of the month stock variations.

   d) Mode of transportation, whether rail or road and quantities moved.

   e) Railway infrastructure available at loading and unloading points to undertake movement.

5.2 Performance of the Railway in movement of foodgrains covering the following areas:

   a) Why were Railways not able to provide rakes to FCI as per plan?

   b) Why did Railways not honour monthly plans? What impact did it have on utilization of storage capacity in godown, handling of foodgrains, and cost of handling?

   c) What were the reasons for bunching of rakes at receiving godowns? Was it possible to prevent bunching? How could this have been prevented?

   d) Is there any linkage between Railways providing rakes and speed of unloading at railhead?

   e) Is it possible for Railways to take responsibility for Transit Loss through 100% weighment at loading and unloading stations?

   f) Study cases in which rakes had to be rebooked and high demurrage incurred. What were the reasons for this?
g) What is impact of fertilizer & cement movement on movement of foodgrains; particularly with respect to Ex. A.P and ex Chhattisgarh.

h) Study impact of agitations on Railways, for example, the Gujjar agitation, in 2010-11.

i) What are half rake placement stations? What was utilization of godowns at half rake points in 2010-11? What plan was given by FCI for these stations? What was the offtake at these godowns and how did FCI meet the demand?

j) How can the rake availability be increased at the dispatching regions of Punjab, Haryana, Andhra Pradesh and Chattisgarh.

k) Is free time allowed by railways of 9 hours sufficient in the manual system of loading/unloading?

l) Is there a need of synchronization between Railways working hours and FCI’s working hours?

m) How can the bunching/detention/rebooking be avoided at the destination ends.

n) How have poor infrastructural facilities at the goods shed affected loading/unloading operations?

o) Can Railways stop the placement of rakes on Sunday/Holidays. If not, then how FCI can save demurrage on this account.

p) Is there a scope to introduce mechanization in the operations of loading/unloading, so as to ensure early release of rakes?

q) Railways easily provide rakes on those routes on which it can get backward traffic (to Maharashtra, Gujarat from North). How can Railways be persuaded to supply rakes at FCI designated receiving ends only? (particularly NE)

r) Why Railways fail to honour the weekly priorities given by FCI for loading of the rakes? What is the impact on the non-observance of weekly priorities by the Railways?

5.3 FCI’s own material handling, weighment, sampling, and testing infrastructure.

5.4 Systems of Foodgrain Movement Planning and Monitoring employed by FCI, and its effectiveness, covering specifically:
a) While preparing the estimated movement plan, do the Regional Offices of FCI prepare depot-wise inflow/outflow statements? The inflow/outflow statements of some depots in states mentioned in para 5.1 (b) may be studied carefully and variations in the same may be studied.

b) What is the pattern of offtake from FCI’s godowns (study pattern in some selected godowns)? Is the offtake equal in every week?

c) Study the correctness of IRRS and offtake data in some depots. How can the IRRS stock and offtake data be used for planning of grain flow?

d) Study godowns inflow/outflow and whether the estimate of procurement/offtake has come true. What can be done to improve these estimates?

e) Time taken to load and unload rakes at godowns having contract labour/DPS/Departmental labour/CWC godowns. What is the reason for long time taken?

f) Study trend of detention at railheads/siding godowns with Departmental/DPS/Contract labour.

5.5 To project the flows of foodgrains over a 15 year horizon, taking into account likely changes in production and procurement patterns, deficits in foodgrain requirements in various areas of the country, storage capacities existing and planned at various locations, requirements of the PDS under the Food Security Act, etc.

5.6 While dealing with the points at 5.1 and 5.2 above, to make specific and detailed studies in respect of the special requirements of the North Eastern Region.

5.7 To examine the scope for the introduction of modern technologies into FCI’s material handling, covering both intermediate bulk handling as well as full-fledged bulk handling.

5.8 To examine the characteristics of a desirable logistics model for FCI, including planning for an optimal pattern of flows, a desirable and feasible model mix of transportation, and the creation of infrastructure necessary within the FCI. While examining various transportation modes, the feasibility of using coastal shipping should also be studied.

5.9 To arrive at an indicative requirement for railway infrastructure to support the foodgrains movement anticipated.
5.10 To arrive at an indicative list of infrastructure required at specified ports, both to facilitate coastal shipping, as well as likely import and export operations.

5.11 To estimate the capital investment requirement for the proposed logistics regime.

5.12 To examine the scope for engagement of Turn Key Logistics Service Providers by the FCI. If feasible, to specify the scope of activities that can be managed through such agencies, and to design appropriate contracting procedures and documents therefor.

5.13 In the bulk storage and handling projects implemented by Adani the movement to Circuit-I i.e. from Moga Base Depot to Bangalore, Chennai and Coimbatore has been much lower than the movement plan given by FCI. What are the reasons for lower movement on this circuit? Was it due to Railways inability to provide rakes?

5.14 To suggest /recommend improvement in the existing LP Solution used by the corporation. While doing so, the consultant would study the constraints of the railways and the requirements of the FCI and suggest best possible ways to optimize the route plans with a view to achieve efficiency and cost saving on railway freight etc.

5.15 Whether the availability of required variety of foodgrains stocks in the FCI godowns/base depots is as per requirement?

5.16 Whether adequate manpower is available with FCI which affects the receipt and issue of foodgrains?

5.17 Whether non availability of stocks is concentrated in certain pockets of a District/State or is spread all across?

5.18 Whether the non availability of stocks follows a particular pattern i.e. non availability exists during the end of the month or throughout the month or the stocks is non-available during a particular period of a year say during monsoon or during peak seasons of Railways?

5.19 Whether there is alternate mechanism to ensure the availability of foodgrains during natural calamities/force majeure conditions?

5.20 What is the pattern of lifting by the State Govt. during the weeks of a month or during a year and its impact on the supply chain?

5.21 What are the reasons for the particular pattern of lifting during a week/month/year and whether they are justifiable?
5.22 Whether the infrastructure available with the State Govt. is insufficient on which FCI has no control but affects the pattern of lifting?

5.23 Whether the ability of State Govts. to make financial arrangements in time which affects the pattern of lifting?

5.24 Whether the available weighment facilities are adequate for speedy receipt and issue of foodgrains?

5.25 Whether the Information Technology is available at the depots and is being fully utilized for monitoring the receipt and supply of foodgrains and is being utilized for addressing the bottlenecks arising thereof?

5.26 On the implantation of the food security act the requirement of foodgrains across the country will increase and whether the available infrastructure/manpower is adequate to manage the supply chain.

6. **DISQUALIFICATION CONDITIONS:-**

6.1 Tenderer who have been blacklisted or otherwise debarred by FCI or any department of Central or State Government or any other Public Sector Undertaking will be ineligible during the period of such blacklisting or for a period of 5 years, whichever is earlier.

6.2 Any Tenderer whose contract with Food Corporation of India, or any department of the Central or the State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during the last five years, will be ineligible.

6.3 Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by the Food Corporation of India, or any department of the Central or the State Government or any other Public Sector Undertaking, during the last five years, will be ineligible. This clause would be applicable only in the case of tenders.

6.4 If the proprietor/any of the partners of the Tenderer firm/any of the Directors of the Tenderer company have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.

6.5 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 in another firm, or as a director of a company etc.) will render the Tender disqualified.

6.6 A Hindu Undivided Family (either as a proprietor or partner of a Firm) shall not be entitled to apply for Tender. Any tender submitted in the capacity of the Hindu
Undivided Family (either as a proprietor or partner of a Firm) shall be summarily rejected.

7. **MINIMUM ELIGIBILITY CRITERIA**

Tenderer should be a consulting company meeting the following criteria:

7.1 The Tenderer must have a Service Tax Registration number and PAN, if applicable, and copies of the same shall be **uploaded with the tender**.

7.2 The interested Tenderer must have at-least 07 years of experience in doing various consultancy assignments. A copy of the certificate of incorporation or the earliest work order for consultancy assignment **must be uploaded** as proof of the number of years of experience.

7.3 The interested Tenderer must have completed at least three consultancy job on ‘Supply Chain Management’, in the last five financial years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11, where the value of consultancy is equal or more than 50 Lakhs each and the applicant firm/company is the lead consultant. Documentary proof of such consultancy assignments by way of work orders or agreement with the client clearly indicating the value of the work executed **must be uploaded**. The financial component of these supply chain assignments undertaken must be proved and if treated to be confidential then a Certificate from the client is required to be uploaded to the effect that the value of the executed Consultancy is more than 50 lakhs.

Interested Consulting Firm/company/Organization may indicate their eligibility as above and upload necessary documentation **on the Electronic Tender Submission Platform**, **failing which the Tender shall be rejected**. Consortiums are not eligible to apply for appointment as a consultant for SCM.

8. **SUBMISSION OF TENDER**

Tenderer shall submit the Tender electronically before the notified last date and time of submission of Tender. FCI may extend the deadline for submission of Tender by issuing an amendment in which case all rights and obligations of FCI and the Tenderer previously subject to the original deadline will then be subject to the new deadline.

The onus of ensuring fulfillment of the eligibility condition would be on the Tenderer and the Tender of anyone subsequently found ineligible would be summarily rejected. **Bids uploaded online without all annexures in the format given, duly filled in and signed may be ignored.**
If any of the uploaded documents are found to be forged/fabricated/not in order at any stage, the Corporation would terminate the contract without prejudice to any other right of the Corporation under the Contract and law.

Tender(s) received incomplete, conditional or without EMD & TPF, shall not be considered.

9. **TECHNICAL BID- OPENING AND EVALUATION:**

A. OPENING OF TENDERS

FCI will open the Technical Bid of all Tenderers received through e-procurement portal on the specified date and time. The tenderers can view other Bidders in the e-Procurement platform after opening of the Tender. However, they are at liberty to be present personally or through authorized representative at FCI Hqrs at the time of opening of the Tender. In the event of the specified date of Tender opening being declared a holiday for FCI, the Tenders will be opened on the next working day but there will be no change in the time for opening as indicated in the Tender.

B. PRELIMINARY EXAMINATION

a) Prior to the detailed evaluation of Tenders, it will be determined whether each Tender; (a) has been digitally signed; (b) paid requisite amount of TPF/EMD and; (c) is responsive to the requirements of the Tender documents.

b) A Tender determined as not responsive will be rejected by the FCI and may not subsequently be made responsive by correction or withdrawal of the nonconforming deviation or reservation.

C. SUPPORTING DOCUMENTS:

The eligible Tenderers would be required to show/submit supporting documents, in original or self-attested by authorised signatory, on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

A list of Tenderers who qualify the Technical Bid will be available to qualified Bidders in the e-procurement portal.

10. **TENDER EVALUATION CRITERIA**

10.1 **Technical Bid Evaluation**

The Technical Bids of the Tenderer who secures the minimum prescribed marks will only be considered. The Technical Bid Evaluation would be made as follows:
<table>
<thead>
<tr>
<th>Criteria</th>
<th>Supporting Document</th>
<th>Marks Breakup</th>
<th>Maximum Marks</th>
</tr>
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<tbody>
<tr>
<td>No of years experience in consultancy jobs</td>
<td>Certificate of incorporation or the earliest work order for consultancy assignment as proof of the number of years of experience.</td>
<td>20</td>
<td>20</td>
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<td>15 years’ experience in executing various consultancy jobs.</td>
<td>20</td>
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<td>10 years’ experience in executing various consultancy jobs.</td>
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<td>07 years’ experience in executing various consultancy jobs.</td>
<td>5</td>
<td></td>
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<tr>
<td>Experience in Government/PSU projects</td>
<td>Work Orders or Agreement signed with the client</td>
<td>20</td>
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<tr>
<td></td>
<td>Four consultancy job in any Government or Public Sector Undertaking in the last 5 Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11</td>
<td>20</td>
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<td>Two consultancy job in any Government or Public Sector Undertaking in the last five Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11</td>
<td>10</td>
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<td>One consultancy job in any Government or Public Sector Undertaking in the last five Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11</td>
<td>5</td>
<td></td>
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<tr>
<td>Experience in executing similar projects</td>
<td>Work Orders or Agreement with the client clearly indicating the value of the work must be uploaded. The financial component of these supply chain assignments undertaken must be proved and if treated to be confidential then a Certificate from the client is required to be uploaded to the effect that the value of the executed Consultancy is more than 50 lakhs</td>
<td>30</td>
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<td>5 (five) consultancy work in Supply Chain Management, where the value of consultancy is equal or more than 50 Lakhs each in the last five Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11.</td>
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<td>4 (four) consultancy work in Supply Chain Management, where the value of consultancy is equal or more than 50 Lakhs each in the last five Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11.</td>
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<td>3 (three) consultancy work in Supply Chain Management, where the value of consultancy is equal or more than 50 Lakhs each in the last five Financial Years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11.</td>
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<tr>
<td>Locations covered while executing similar projects</td>
<td>No. of geographical locations of the client organization for whom the consultancy assignment executed to be mentioned in the relevant column of annexure IV</td>
<td>15</td>
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</tr>
<tr>
<td>Geographical coverage of the client organization for which consultancy job on Supply Chain Management done (in the last five financial years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11) is more than 200 locations.</td>
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<tr>
<td>Geographical coverage of the client organization for which consultancy job on Supply Chain Management done (in the last five financial years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11) is less than 200 but more than 100 locations.</td>
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<tr>
<td>Geographical coverage of the client organization for which consultancy job on Supply Chain Management done (in the last five financial years viz 2006-07, 2007-08, 2008-09, 2009-10, 2010-11) is less than 100 locations.</td>
<td>5</td>
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<td>Qualification and experience of Key staff Proposed</td>
<td>CVs, with the past experience, of three personnel who would be associated with the management of this project,</td>
<td>15</td>
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<tr>
<td>Total Marks</td>
<td></td>
<td>100</td>
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The Agencies/Firms/Organizations who technically qualify with a percentage above 70% will be shortlisted for opening of Price bids. **Technical Bid to be submitted as per Annexure I to V, which should be uploaded together with all documents as indicated in the Tender document.**

The Consultant shall bear all costs associated with the preparation and submission of its Tender, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

11. **TECHNICAL AND ADMINISTRATIVE CONTACT:**

All communications concerning the technical issues of this RFP should be directed to the RFP Coordinator listed below. Unauthorized contact regarding this RFP with other FCI officials may result in disqualification. Any oral communications will be considered unofficial and non-binding on FCI. Consultants should rely only on written statements issued by the RFP Coordinator.

**For Technical Query**

<table>
<thead>
<tr>
<th>Name</th>
<th>K.K. Barua, Deputy General Manager (Movement)</th>
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</thead>
<tbody>
<tr>
<td>Address</td>
<td>16-20, Barakhamba Lane, New Delhi – 110 001</td>
</tr>
<tr>
<td>Phone</td>
<td>011-43527493, 43527383</td>
</tr>
<tr>
<td>FAX</td>
<td>011-23413814</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:gmmovt.fci@nic.in">gmmovt.fci@nic.in</a></td>
</tr>
</tbody>
</table>

**For Administrative Query**
12. **PRE BID MEETING:**

The pre bid meeting will be held on 07.12.2011 at 11.30 AM at FCI Headquarters.

13. **AMENDMENT TO TENDER:**

At any time before the deadline for submission of Tender FCI may, for any reason, whether on its own or in response to a clarification requested by a prospective Tenderer, modify the Tender document by amendment(s). All prospective Tenderer shall be notified of the amendment through FCI’s website www.fciweb.nic.in or through corrigendum/addendum on the https://eproc.karnataka.gov.in website and all such amendments shall be binding on them. In order to allow the Tenderer to act on those amendments, the FCI reserves the rights to extend the deadline for submission of Tender.

14. **AVAILABILITY OF TENDER DOCUMENTS:**

Tender documents may be downloaded in electronic form ‘Free of Cost’ from e-Procurement website https://eproc.karnataka.gov.in under ‘List of Tenders’ Section of Home Page.
The Tenders can be downloaded from the portal as per prescribed date and time published in the portal. The detailed Tender document can also be viewed at official website of FCI i.e. www.fciweb.nic.in.

15. INFORMATION TO TENDERERS:

The Tenderers can contact CeG on the telephone numbers given on the aforementioned e-proc portal with regard to technical issues relating to functioning of their e-Procurement platform. It may be noted that for users of the Windows XP operating system, the service pack 3 and for users of Windows Vista the service pack 2, is to be used for accessing the e-procurement portal. FCI may at any time prior to the due date of the proposal and for any reason, whether at its own initiative or in response to any on-line query sought by a Tenderer, modify the Tender document by way of an Addendum to the original Tender and such Addendum will be binding on all Tenderers. The Addendum would be uploaded on the https://eproc.karnatak.gov.in and www.fciweb.nic.in. In order to afford the prospective Tenderer to take into account the Addendum or for any other reasons, FCI may, at its discretion extend the due date for submitting the Tender.

16. REGISTRATION OF TENDERERS:

The Tenderers will have to register themselves in e-Procurement platform for which they have to deposit fee and complete necessary formalities. Presently, Centre for e-Governance charges Rs. 500/- for registration, which is valid for 1 year. Subsequently, the Tenderer can renew every year upon payment of Rs. 100/-. FCI is not liable for any change in fee or any other issues related to registration with Centre for e-Governance.

17. SIGNING/SUBMISSION OF TENDER:

A) Person or persons signing /submitting the Tender shall state in what capacity he is or they are signing/submitting the tender, e.g. as sole proprietor of a firm or as a Secretary / Manager / Director etc. of a Limited Company or the authorized officer of an Institute.

B) In the case of a registered partnership firms, the Tender shall be signed by all the partners or their duly constituted attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copy of the registered Partnership Deed along with Power of Attorney should be uploaded.

C) In case of a company, it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. Scanned copies of the Resolution of BOD authorizing the signatory to sign the Tender shall be uploaded.

D) A Hindu undivided family (HUF) (either as a proprietor or partner of a Firm ) is not entitled to apply for Tender. Any Tender submitted in the capacity of HUF(either as a proprietor or partner of a Firm ) shall be summarily rejected.
E) The persons competent to sign/submit the Tender Form or any document forming part of the Tender on behalf of another or on behalf of a Firm shall be responsible to produce a proper Power of Attorney duly executed in his favour, stating that he has authority to bind such other person or the Firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said Power of Attorney his Tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the Contract and Law. The “Power of Attorney” should be signed by all the partners in the case of registered partnership concern, by the proprietor in the case of the proprietary concern, and by the person who by his signature can bind the company in the cases of a limited concern. In the case of an academic institute by an authorised officer of the Institute.

18. **TENDER PROCESSING FEE:**

Each Tenderer must pay the Tender processing fee of Rs 500/- (Five Hundred only) in the form of e-payments (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), Over the Counter (OTC). Tenders not accompanied by tender processing fee shall be summarily rejected.

19. **EARNEST MONEY DEPOSIT:**

The Tender must be accompanied by an EMD of Rs. 50,000/- (Rupees Fifty Thousand only). The EMD shall be paid by tenderers through any of the 4 modes of e-Payment as mentioned below. No interest will be payable by the Corporation on the amount of the EMD. The Tender not accompanied by the requisite EMD shall be summarily rejected.

**E-PAYMENT MODES FOR TENDER PROCESSING FEE and the EARNEST MONEY DEPOSIT:**

The Tenderer should pay the Tender Processing Fee (TPF) and the EMD amount in the e-Procurement portal using any of the following payment modes:

1. Credit Card
2. Direct Debit
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC)

**A. CREDIT CARD PAYMENT METHOD:**

To pay the registration fee through your credit card, click on the “Credit Card (Online Payment)” option. If you choose to pay the fees later click on “Close” button. Click Pay after verifying details on the screen that appears.

1. Click on “Pay” button to proceed with payment process.
2. Click “Back” if you wish to choose a different payment method.
3. Click on “OK” button on the payment method.
4. Confirmation window that is displayed.
5. You will choose your card type (VISA, master Card).
6. You enter your credit card details.
7. Card Details completely filled.

Click on “PAY NOW” button to effect the payment. Your card details are verified by the payment gateway service and you will receive confirmation of payment debited to your card account if the card is valid. If the card is not valid you will receive alert about it and system will wait for you to correct any errors in the card details provided by you. A successful transaction message is displayed.

B. DIRECT DEBIT METHOD:

1. Click on “Direct Debit Using Internet Banking (Online Payment) option to pay from your Axis Bank account.
2. Click on “Pay” to proceed or “Back” to change the payment method on the Payment details screen.
3. Click on “OK” on the confirmation window to effect the payment.
4. Enter Internet banking details for payment.

You will be informed on your screen about successful completion of payment process.

C. OTC PAYMENT PROCEDURE:

If a Tenderer chooses to make payment Over The Counter (OTC) in any of the designated Axis Bank branches listed in the e-Procurement web-site (https://www.eproc.karnataka.gov.in) the Tenderer will need to log into e-Procurement system, access the Tender for which Bid is being submitted, select the OTC option under the payment section and print the Challan shown in that section. The printed Challan will have the Unique Bid Reference Number and the amount to be remitted. Along with the Challan, Tenderer can choose to make the payment either in the form of cash or in the form of Demand Draft. Cheque payments will not be accepted. The Tenderer is requested to specifically inform the bank officer to input the Unique Bid Reference Number printed in the Challan in the banking software. Upon successful receipt of the payment, the Bank will provide a 16-digit reference number acknowledging the receipt of payment. This 16-digit reference number has to be entered by Tenderer against the specific payment prior to Bid submission, which is a pre-requisite for Bid submission.

D. NEFT PAYMENT PROCEDURE:

If a Tenderer chooses to make payment using Reserve Bank of India's (RBI) National Electronic Fund Transfer (NEFT) system / Real Time Gross Settlement (RTGS) system, the Tenderer will need to log into e-Procurement system, access the Tender for which Bid is being submitted, select NEFT option under the payment section and print the Challan shown in that section. The printed Challan will have the Unique Bid Reference
Number, dynamic Bank Account No. beneficiary name, IFSC code and the amount to be remitted. The tenderer has to submit the printed Challan to their Bank-branch (NEFT / RTGS enabled) and request for an account-to-account transfer, wherein the money will get transferred from the Tenderer's Bank account to Government of Karnataka’s Bank account. The Tenderer should ensure that NEFT transfer instructions are executed and the funds are wired to the Government of Karnataka's principal account before the last date for Bid submission and preferably 24 hours before the last date for Bid submission. If the Tenderer's Bank transfers/wires the money after the last date for Bid submission, the Tenderer's Bid will be liable for rejection. Upon executing the transfer, the Tenderer's Bank will provide a reference number generated by NEFT / RTGS software as confirmation of transfer, which has to be entered by Tenderer against the specific payment prior to Bid submission, which is a pre-requisite for Bid submission.. The Tenderer's Bid will be evaluated only on confirmation of receipt of the payment in the Government of Karnataka central pooling a/c held at Axis Bank. For details on e-Payment services refer to e-procurement portal for more details on the process.

**IMPORTANT NOTE**

In the case of payments made through NEFT / RTGS or OTC, the Tenderer needs to print a challan from the e-Procurement platform prior to actual payment. On obtaining the bank transaction number, the same need to be updated in the e-Procurement platform along with the date of payment. A ‘green tick’ icon appears against the payment in the e-Procurement platform, though the status of the payment shows ‘verification pending’. The payment is reconciled subsequently on upload of payment scroll in the e-Procurement system and the status ‘verification pending’ will subsequently be changed to ‘verification successful’. With regard to payment through NEFT / RTGS, the bidder is advised to initiate payment well in advance to avoid the risks as mentioned below.

(i) Payments credited after the due date and time of submission as prescribed in the Tender notification

(ii) Payments returning back to the bidders account due to incorrect entry of beneficiary account no. and / or beneficiary account name by the sending bank at the time of transfer.

(iii) Please ensure that the payments are credited within the last date and time of receipt of tenders. **Tenderers crediting payments after the due date and time of submission as prescribed in the Tender Notification will not be eligible to participate in the Tender.**

(iv) Please instruct the sending Bank to enter the correct Bank Account, IFSC code and beneficiary name, as mentioned in the NEFT / RTGS challan generated from the e-Procurement platform, while transferring amount through NEFT / RTGS. **Any mistake in the entry of above information will result in amount returning back to sender and subsequent ineligibility of the Tenderer to participate in the Tender.**
v) EMD payment shall be made as one single transaction and payment made in part are liable for rejection.

vi) TPF shall be made as one single transaction and payment made in part are liable for rejection.

Supports Timings: (9.00 am to 9.00 pm)
Help Desk: 080-25501216/25501227
Or
E-mail: hphelpdesk.blr@intarvo.com for details on e-Payment services refer to e-procurement portal for more details on the process.

Any Tender not secured in accordance with Terms and Conditions above will be rejected by FCI as non-responsive.

a. The Tenders not accompanied by the prescribed TPF and the EMD and not in the prescribed Form shall be rejected summarily. TPF is not refundable.

b. The Tenderer is free to modify his offer before the last date and time fixed for submitting the Tender but if he does not resubmit his offer before the said date and time thereby completely withdrawing the offer his EMD is liable to be forfeited.
c. Neither FCI nor Centre for e-Governance shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Bidders end.

20. **DURATION OF THE STUDY:**

All the activities as per the Scope of Study should be completed within 09 months from the date of award of the consultancy job and all documents prepared by the consultant would be submitted to the Food Corporation of India. The time taken by FCI to submit their comments on the draft report as submitted by the consultant in Stage 3 (payment schedule-para 23 of this tender), will not be counted in the total period of nine months for submission of the final report.

21. **SAMPLE SIZE OF THE STUDY:**

The no. of depots/railheads required to be visited to understand the problem areas shall be 10% sample selection of the existing depots/railheads with special emphasis on Punjab, Haryana, MP, AP, and Chhattisgarh as surplus regions and NE, West Bengal, Bihar, Maharashtra, UP, Karnataka, Tamil Nadu, Kerala, Delhi and J&K as recipient regions. This sample should consist of road fed depots, rail fed depots having both FCI sidings and Railway sidings, railhead/non railhead depots, depots having DPS, Departmental and Contract Labours etc.

The nodal officer assigned to the project will co-ordinated from FCI’s side to facilitate all such meetings.

22. **FEES & OTHER CHARGES:**

a) No other payments, apart from the consolidated consultancy fee and the applicable taxes will be paid.

b) Where the Consultants have to incur expenditure on travel and stay at a place away from the normal place of residence, the consultant has to make his own arrangements.

23. **PAYMENT SCHEDULE:**

Payment shall be released by FCI as per the following schedule on submission of bills in duplicate along with the relevant and required documents.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Percentage of payment to be released after each stage</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Stage I:</strong> Collection of basic data and documentation of data/process of study.</td>
<td>10%</td>
</tr>
</tbody>
</table>
24. **VALIDITY PERIOD OF TENDER:**

Tender shall remain valid for acceptance up to 120 days from the date of closing of submission of Tender. Thereafter, this period may be further extended by the parties on mutual consent basis. Any Tenderer not keeping the offers open for the prescribed period shall be summarily rejected.

The Consultant shall bear all costs associated with the preparation and submission of its tender, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.

25. **FORFEITURE OF EARNEST MONEY DEPOSIT:**

EMD shall be liable to forfeiture if the Tenderer resiles from his offer or modifies his offer and /or the Terms and Conditions thereof in any manner, after the last date and time fixed for submitting the Tender, if being understood that the Tender documents have been made available to him and he is being permitted to Tender in a consideration of his agreement to this stipulation. The Tenderer is free to modify his offer before the last date and time fixed for submitting the Tender but if he does not re-submit his offer before the said date and time thereby completely withdrawing the offer, his EMD is liable to be forfeited.

The Earnest Money is also liable to be forfeited in the event of the Tenderers failure after the acceptance of his Tender to furnish the requisite Security Deposit by the due date, including extension period, as per terms of the Tender, without prejudice to any other rights or remedy available to the corporation under the contract and law.

The Earnest Money will be returned to all unsuccessful tenderers within a period of 15 days from the date of disqualification in the case of all Tenderers whose Technical Bids are disqualified, and within a period of 30 days from the date of issue of the acceptance letter in the case of all other Tenderers and to a successful Tenderer, after he has furnished the Security Deposit, if he does not desire the same to be adjusted towards the Security Deposit. No interest shall be payable on Earnest Money, in any case.

| Stage II: Conducting field visits, meetings with Railway Hqrs, collecting supplementary data, views/recommendations and documentation of the same. | 30% |
| Stage III: Meetings/discussions with senior FCI officers and presentation of draft report. | 30% |
| Stage IV : Final Report | 30% |
26. **LATE TENDERS:**

In online e-procurement system, Tenderer shall not be able to submit the Tender after the Tender submission time and date as the icon or the task in the e-procurement portal will not be available.

27. **CORRUPT PRACTICES:**

Any bribe, commission or advantage offered or promised by or on behalf of the tenderer to any officer or official of the Corporation shall (in addition to any criminal liability which the Tenderer might incur) debar his tender from being considered. Canvassing on the part of, on behalf of, the Tenderer will also make his Tender liable to rejection.

In case of any clear indication of cartelization, the Corporation shall reject the tender(s).

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

28. **PRICE BID:**

The Price Bid is to be submitted in the format as specified at annexure VI. The price bid shall be encrypted and uploaded by Tenderers in the Financial Bid section of the tender.

FCI will open the Price Bid of all technically qualified Tenderers received through e-procurement portal on the specified date and time. The Tenderers can view the Price bids of other Tenderer in the e-Procurement portal after opening of Price bids. However, the Tenderers are at liberty to be present personally or through authorized representative at FCI Hqrs at the time of opening of the Tender.

29. **CONDITIONAL TENDERS:**

Conditional Tenders or Tenders which are not submitted strictly in accordance with the Tender terms are liable to be rejected.

30. **AWARD OF CONTRACT:**

The contract will be awarded to the successful Tenderer electronically. The corporation may, however, issue an Acceptance Letter by post/fax/e-mail subsequently for the purpose of record.

The Corporation reserves the right to accept or reject the whole or any part of the Tender without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Tender or any Tender and reserves the right to scrap the tender.
enquiry at any stage without assigning any reasons and corporation will not be liable for any costs and consequences incurred by the intending tenderer.

31. **SECURITY DEPOSIT:**

(i) The successful Tenderer shall furnish a Security Deposit of 5% of the total consultancy cost offered, within fifteen working days from the date of issue of Acceptance Letter in the form of Demand Draft issued by any Scheduled Bank or Electronic Clearing System (ECS) / other electronic means in favour of Food Corporation of India payable at a New Delhi. Corporation will not pay any interest on Security Deposit in any case.

(ii) In case of failure of tenderer to submit the Security Deposit within 15 working days from the date of issue of acceptance letter, further extension of seven working days can be given by FCI subject to levy of penalty at 1% of Security Deposit.

(iii) In the event of the Tenderer’s failure, after the communication of acceptance of the tender by the Corporation, to furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated besides forfeiture of the Earnest Money and the Corporation shall proceed for appointment of another consultant. Any losses or damages arising out of and incurred by the Corporation by such conduct of the Tenderer will be recovered from the Tenderer, without prejudice to any other rights and remedies of the Corporation under the Contract and Law. The Tenderer will also be debarred from participating in any further tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the Tenderer may be allowed to participate in the future tenders of FCI provided all the recoveries/dues have been effected by the Corporation and there is no dispute pending with the Tenderer.

(iv) If the successful Tenderer had previously held any contract and furnished Security Deposit, the same shall not be adjusted against this Tender and a fresh Security Deposit will be required to be furnished.

(v) No claim shall lie against the Corporation either in respect of interest or any depreciation in value of any Security.

(vi) If the consultant fails or neglects to observe or perform any of his obligations under the contract, it shall be lawful for the Corporation to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the consultant or to appropriate the Security Deposit furnished by the consultant or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs that may be suffered or incurred by the Corporation.
as aforesaid if the consultant duly performs and completes the contract in all respects and presents an absolute “NO DEMAND CERTIFICATE”, the Corporation shall refund the Security Deposit to the consultant 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 consultant.

(vii) The decision of the Corporation in respect of damages, losses, charges, costs or expenses shall be final and binding on the Consultant.

32. **DELAY IN SUBMISSION OF THE STUDY:**

All the activities mentioned in the Scope of Study/TOR relating to study of the present systems, system analysis, recommendations and submission of project report (SRS) should be completed as per the time prescribed. If the work remains un-commenced/or incomplete at any stage with reference to time prescribed, and reason for delay cannot be satisfactorily substantiated, without prejudice to the other remedies available to the Corporation under this contract and in Law, a compensation at the rate of 2% of the consultancy fee per week of delay will be computed subject to a maximum of 5 weeks and the same levied on the consultant, which the parties to this contract represent and agree to be the reasonable and genuine pre estimate of damages. Any delay beyond this, FCI shall be free to terminate the contract and get the work done from an alternate source at the risk and cost of the consultant, besides forfeiting SD. The decision of Genl. Manager (Movement) as to the period of delay on the part of the consultant and the quantum of compensation for such delay shall be final and binding on the consultant.

If the consultant is unavoidably hindered in carrying out the study on account of delayed decision or the approval by the Corporation/Departments, which are necessary to carry out further work, he shall be allowed suitable extension of time by concerned authority of the Project, whose decision shall be final and binding on the consultant. No claim of the consultant shall be entertained against the Corporation for such delayed approvals/decisions by the Corporation, excepting suitable extension of time.

33. **CONFIDENTIALITY:**

Any information pertaining to the Government or any other agency involved in business with FCI which comes to the knowledge of the consulting firm/organization in connection with this assignment will be deemed to be confidential and the consulting firm/organization will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The consulting firm/organization shall ensure due secrecy of information and data as same is not intended for public distribution.
34. **ADDITIONAL INFORMATION:**

The selected consultant can only execute the awarded work as mentioned in the scope of the Study/TOR/tender and submit the recommendations in a bound volume within the stipulated time.

The submitted recommendations will be studied in detail and assessed by a duly constituted expert group with members from the relevant units/divisions of FCI. If necessary, an external expert may also be a part of the committee. In case if the committee feels the recommendations need to be redefined or requires any additional clarification, the consultant should be in a position to adhere to the advice of the committee. For such corrections/ refinements no additional payments shall be made by FCI.

35. **SUBLETTING AND ASSIGNMENT:**

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

36. **FAILURE AND TERMINATION:**

If the consultant breaches to execute the contract or any part thereof within the period fixed for such execution or at any time repudiates the contract before the expiry of such period, the Corporation may without prejudice to the right to recover damages for breach of the contract terminate the contract or a portion thereof and if so desired award the contract at the risk and cost of the consultant firm/organization.

37. **INSOLVENCY AND BREACH OF CONTRACT:**

The Corporation may at any time, by notice in writing summarily determine the contract without Compensation to the Consultant in any of the following events, that is to say:-

(1) If the Consultant being an individual or if a registered firm, any partner thereof, shall at anytime, be adjudged insolvent or shall have a receiving order or order for administration of his estate made against him or shall take any proceeding for composition under any insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any arrangement or composition with his Creditors or suspend payment or if the registered firm be dissolved under the Partnership Act: or

(2) If the Consultant being a company is wound up voluntarily or by the order of a court or a receiver, liquidator or Manager on behalf of the Debenture holders is appointed or circumstances shall have arisen which entitle the Court or Debenture holders to appoint a Receiver, Liquidator or Manager; or

(3) If the Consultant commits any breach of the contract not herein specifically provided for.
Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the FCI and provided also the Consultant shall be liable to pay to the FCI for any extra expenditure he is thereby put to and the Consultant shall under no circumstances be entitled to any gain.

38. **NO NEGOTIATION:**

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

39. **LAWS GOVERNING THE CONTRACT:**

The contract will be governed by the laws in India for the time being in force. In case of any disputes arising out of this contract will be dealt in the Court of competent jurisdiction.
### Company Profile

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<tbody>
<tr>
<td>1</td>
<td>Name of the Applicant Firm/company/Organization</td>
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<td>2</td>
<td>Ownership</td>
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<td>Government /PSU/ Private</td>
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<td>3</td>
<td>Type of Organization</td>
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<td>Public Limited Company/ Private Limited Company/ Others (please specify)</td>
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<td>4</td>
<td>(i) PAN Number</td>
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<td></td>
<td>(ii) Service Tax Registration Number, if applicable</td>
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<td>5</td>
<td>Name and Designation of Key Management Person(s)</td>
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<tr>
<td>6</td>
<td>Date &amp; Year of Establishment of firm/company/ organization</td>
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<td>7</td>
<td>Number of years of experience in Consultancy Services</td>
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<td>8</td>
<td>Core Competency</td>
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<tr>
<td>9</td>
<td>Any other important information about the firm/company/ organization</td>
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</table>

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Technical Bid
Annexure I

27
Summary of at least three personnel who would be associated with the management of FCI’s project

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name and Designation</th>
<th>Experience in completed Years</th>
<th>Educational/Professional Qualifications</th>
<th>Number of Years with the Present Employer</th>
<th>Areas of specialization</th>
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</table>

*Should be consistent with the S.No. given in the Annexure IV for detailed particulars of the assignment.

<table>
<thead>
<tr>
<th>S. No.*</th>
<th>Title of Study/Assignment</th>
<th>Client Organization</th>
<th>Period of Assignment (start date-completion date)</th>
<th>Consultancy Fee Charged (In Rs Lakh)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
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</table>
**Technical Bid**
Annexure IV

Detailed Particulars of Assignments completed/ in progress in the last 5 financial years

<table>
<thead>
<tr>
<th>S. No. of Assignment (should be consistent with the Summary List of Assignments)</th>
<th></th>
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<tbody>
<tr>
<td>2. Title of the Assignment:</td>
<td>3. Name of the Client Organization:</td>
</tr>
<tr>
<td>4. Geographical Coverage of the client organization:</td>
<td></td>
</tr>
<tr>
<td>5. Name of senior professionals associated with the Assignment:</td>
<td></td>
</tr>
<tr>
<td>6. Brief Description of Survey/ Study/ Assignment-be specific for supply chain assignments:</td>
<td></td>
</tr>
<tr>
<td>7. Exact Nature of services provided by your firm/ company/organization- be specific for supply chain assignments:</td>
<td></td>
</tr>
</tbody>
</table>
DECLARATION

1. I ____________________ Son/Daughter/Wife of ________________ Authorized officer of the Company/organization/Firm/Institute and am competent to sign this declaration and execute this Tender document.

2. I have carefully read and understood all the terms and conditions of the Tender and undertake to abide by them.

3. The information/documents furnished along with the Tender 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 Tender at any stage without prejudice to any other rights that the Corporation may have under the Contract and Law.

4. I certify that .....(name of the company/firm/partnership) having its registered office at .....(address) has not been blacklisted or otherwise debarred by FCI or any department of the Centre or the State Government or any other Public Sector Undertaking. Further, this is to certify that we are not under a declaration of ineligibility for corrupt and fraudulent practices.

5. I further undertake that the person(s)/team deployed for consultancy services/study will complete the study and they will not be removed from the assigned work till the completion of the study/contract.

Signature of authorized person

Full Name: ____________

Seal     _______________

Date: ________________

Place: ________________
From: (Full name and address of the Tenderer)______________________________
____________________________________________________________________
____________________________________________________________________

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

Dear Sir,

I submit the PRICE BID of the tender for appointment of a Consultant for conducting a study to assess the existing processes and to suggest an improved system design for revamping the supply-chain management in the corporation.

2. I have thoroughly examined and understood all the terms and conditions as contained in the tender document, and agree to abide by them.

3. I offer to work at the following rates exclusive of all applicable taxes.

(In figures)____________________________________________________________
(In words)________________________________________________________________

Yours Faithfully,

Authorized Signatory
(Signature and seal of the Tenderer)