Public Private Partnership

REQUEST FOR QUALIFICATION

for

Selection of Developer for construction of Food Grain Silos at Kaimur and Buxar through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (DBFOT) basis

Food Corporation of India
## GLOSSARY

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<tr>
<th>Term</th>
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<tr>
<td>Additional Bank Guarantee</td>
<td>As referred to in Clause 1.1.3</td>
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<td>Consortium</td>
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<td>DBFOT</td>
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<td>As referred in Clause 3.2.1</td>
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<td>As referred in Clause 1.1.1</td>
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<td>As referred in Clause 2.2.2</td>
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<td>Jt. Bidding Agreement</td>
<td>As referred in Clause 2.2.7</td>
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<tr>
<td>Lead Member</td>
<td>As referred in Clause 2.2.7</td>
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<td>LOA / Letter of Award</td>
<td>As referred in Clause 1.2.7</td>
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<td>Net Worth</td>
<td>As referred in Clause 2.2.4</td>
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<tr>
<td>PPP Public Private Partnership Project</td>
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## DEA PPP Pilot Initiative – Food Storage Infrastructure

<table>
<thead>
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<th>Term</th>
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<tbody>
<tr>
<td>Project</td>
<td>As referred in Clause 1.1.1</td>
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<td>Proposed Site</td>
<td>As referred in Clause 1.1.3</td>
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<tr>
<td>Qualification</td>
<td>As referred in Clause 1.2.1</td>
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<tr>
<td>Qualification Stage</td>
<td>As referred in Clause 1.2.1</td>
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<tr>
<td>Re. or Rs. or INR</td>
<td>Indian Rupee</td>
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<tr>
<td>RFP or Request for Proposals</td>
<td>As referred in Clause 1.2.1</td>
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<tr>
<td>RFQ</td>
<td>This Document</td>
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<tr>
<td>Silo Complex</td>
<td>As described in Clause 1.1.4</td>
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<td>SPV</td>
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<td>Subject Person</td>
<td>As referred in Clause 2.2.1</td>
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<td>As referred in Clause 2.2.2</td>
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The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.
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DISCLAIMER

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

This RFQ is not an agreement and is neither an offer nor invitation by the Authority to the prospective Applicants or any other person. The purpose of this RFQ is to provide interested parties with information that may be useful to them in the formulation of their application for qualification pursuant to this RFQ (the “Application”). This RFQ includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. This RFQ may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete. Each Applicant should therefore, conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFQ and obtain independent advice from appropriate sources.

Information provided in this RFQ to the Applicant(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be 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 law expressed herein.

The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder, 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 RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFQ and any assessment, assumption, statement or information contained therein or deemed to form part of this RFQ or arising in any way with pre-qualification of Applicants for participation in the Bidding 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 RFQ.

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFQ.
The issue of this RFQ does not imply that the Authority is bound to select and shortlist pre-qualified Applications for Bid Stage or to appoint the selected Bidder or Concessionaire, as the case may be, for the Project and the Authority reserves the right to reject all or any of the Applications or Bids without assigning any reasons whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Application 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 Application. 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 Application, regardless of the conduct or outcome of the Bidding Process.
1. INTRODUCTION

1.1 Background

1.1.1 The Food Corporation of India (the “Authority”) is engaged in the development of modern food storage infrastructure in India and as part of this endeavour, the Authority has decided to undertake development and operation/ maintenance of the food grain silo project (the “Project”) through Public-Private Partnership (the “PPP”) on Design, Build, Finance, Operate and Transfer (the "DBFOT") basis, and has decided to carry out the bidding process for selection of a private entity as the bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

<table>
<thead>
<tr>
<th>S.No.</th>
<th>Location</th>
<th>Revenue District</th>
<th>State</th>
<th>Rated Capacity</th>
<th>Estimated Project Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Kaimur &amp; Buxar</td>
<td>Kaimur &amp; Buxar</td>
<td>Bihar</td>
<td>100,000 MT (50,000 MT each at two locations)</td>
<td>~ Rs 65.28cr</td>
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</tbody>
</table>

The Authority intends to pre-qualify and short-list suitable Applicants (the “Bidders”) who will be eligible for participation in the Bid Stage, for awarding the Project through an open competitive bidding process in accordance with the procedure set out herein.

1.1.2 The selected Bidder, who is either a company incorporated under the Companies Act, 2013 or undertakes to incorporate as such prior to the execution of the concession agreement, (the "Concessionaire") shall be responsible for procuring land parcels for the Project and for designing, engineering, financing, procurement, installation, construction, operation and maintenance of the Project and provision of services to the Authority under and in accordance with the provisions of a long-term concession agreement (the "Concession Agreement" or “Agreement”) to be entered into between the Concessionaire and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto.

1.1.3 The selected Bidder shall be required to identify and procure the land parcels for the Project in the two districts and transfer the same to the Authority within [120 (one hundred and twenty)] days from the date of Concession Agreement. In the event the land parcels are not under the ownership of the Bidder at the time of submission of Bid but the Bidder intends to
acquire the ownership of or procure the land parcels (such land parcels being referred to as “Proposed Sites”) should the Bidder be issued Letter of Award at the end of the Bid Process and is called upon to execute the Concession Agreement, the Bidder can submit the Bid provided that it submits an additional bank guarantee (“Additional Bank Guarantee”) for an amount of Rs 35 lacs (Rs. Thirty Five Lacs) per location. The project site should meet the following criteria:

1. Location: The land parcels should be located within the boundaries of the respective [revenue districts] as specified in Clause 1.1.1.

2. Minimum size of land parcel: The land parcel, at each location, should measure a minimum of 7 acres and maximum of 7.5 acres. The land parcel should be a contiguous piece of land. The dimensions of the land parcel should be adequate to meet the requirements of the silo facility as per the standards and specifications prescribed in the Concession Agreement for pilot projects.

3. Accessibility: The land parcels should be connected to major highway (national highway / state highway / major district road) by a two-lane paved road. The land parcels should also be within [8 Kms] of road distance from the rail head.

4. The land parcels should be free from any encumbrances or encroachments.

5. The land parcels should be suitable and available for construction and operation of the silo facility.

The Concessionaire shall be required to transfer the title of the land to the Authority as per terms specified in the Bidding Documents at the start of concession period. Prior to transfer, the Concessionaire shall be responsible for obtaining necessary approvals, sanctions and licenses with respect of the land parcels for the construction, operation and maintenance of the Project.

**Land Consideration:** The Authority shall make a payment to the Concessionaire as a consideration for the land as per the terms that shall be detailed at the RFP stage.

1.1.4 The Project, being the construction of the Silo Complex at the two locations together as a cluster, shall comprise of sheet metal silos along with handling facilities comprising of conveying systems, cleaning, weighing and quality testing facilities. The Concessionaire shall provide storage, preservation and handling services in the Silo Complex to the Authority for a period of the concession which shall be 31.5 (Thirty One Years and Six Months) in terms of Concession Agreement.

1.1.5 Indicative capital cost of the Project (the “Estimated Project Cost”) is set out in clause 1.1.1. The assessment of actual costs, however, will have to be made by the Bidders.
1.1.6 The Authority shall receive applications (the “Applications”) pursuant to this RFQ in accordance with the terms set forth herein as modified, altered, amended and clarified from time to time by the Authority, and all Applications shall be prepared and submitted by the Applicant in accordance with such terms on or before the date specified in Clause 1.3 for submission of Applications (the "Application Due Date").

1.2 Brief description of the online bidding process

1.2.1 The Authority has adopted an online two-stage process (collectively referred to as the "Bidding Process") for selection of the bidder for award of the Project. The first stage (the "Qualification Stage") of the process involves qualification (the "Qualification") of interested parties/consortia who make an Application in accordance with the provisions of this RFQ (the "Applicant", which expression shall, unless repugnant to the context, include the Members of the Consortium). Prior to making an Application, the Applicant shall pay to the Authority a sum of Rs 5,000 (Rupees five thousand) as the cost of the RFQ process through RTGS/NEFT. At the end of this stage, the Authority expects to announce a short-list of up to 7 (seven) suitable pre-qualified Applicants who shall be eligible for participation in the second stage of the Bidding Process (the "Bid Stage") comprising Request for Proposals (the “Request for Proposals” or “RFP”).

1.2.2 The RFQ can be downloaded from Central Public Procurement Portal (https://eprocure.gov.in/eprocure/app). The Applicants should enroll/register before participating through the website https://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost. The Applicants are advised to go through instructions provided at Appendix VI regarding ‘Instructions for online Bid Submission’. The Applicant shall upload their Application along with scanned copy of supporting documents on the website https://eprocure.gov.in/eprocure/app and submit the required documents in physical form as specified in this RFQ. The Applicant shall ensure that the online and physical submissions are as specified in this RFQ. The Applicants shall ensure that no changes are made in the prescribed formats.

1.2.3 At the time of submission of Application, the Applicant shall pay to the Authority a processing fees of Rs. 5000/- (Rupees Five Thousand Only) as the cost of the RFQ process through RTGS/NEFT in Authority’s bank account. Details of bank account of Food Corporation of India, HQ is CC A/c no. 10220632672, IFSC Code No. SBIN 0005943 (SBI, K.G. Marg, New Delhi). The scanned copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank should be uploaded at the time of online submission of the Application at https://eprocure.gov.in/eprocure/app.

1.2.4 In the Qualification Stage, Applicants would be required to furnish all the information specified in this RFQ. Only those Applicants that are pre-qualified and short-listed by the
Authority at the RFQ stage shall be invited to submit financial Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are, therefore, advised to visit the Project Area, familiarize themselves with the Project.

1.2.5 In the Bid Stage, the Bidders will be called upon to submit their financial offer (the “Bids”) online at https://eprocure.gov.in/eprocure/app in accordance with the RFP and other documents to be provided by the Authority (collectively the “Bidding Documents”). The Bidding Documents for the Project will be provided to every Bidder on payment of Rs. 10,000 (Rs. ten thousand only)] The Bid shall be valid for a period of not less than (120 (one hundred and twenty) days from the date specified in Clause 1.3 for submission of bids (the "Bid Due Date"). The Bid shall also be accompanied by Additional Bank Guarantee, if applicable as per the provision of Clause 1.1.3

1.2.6 In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to Rs 65,00,000 (Rs Sixty Five lakhs only) (the "Bid Security"), to be returned no later than 90 (ninety) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Concession Agreement. The Bidders will have an option to provide Bid Security in the form of a bank guarantee acceptable to the Authority¹ and in such event, the validity period of the bank guarantee, shall not be less than 180 (one hundred and eighty) days from the Bid Due Date, inclusive of a claim period of 60 (sixty) days, and may be extended at the sole discretion of the Authority from time to time. Where the Bid Security is not furnished in the form of bank guarantee, the same shall be deposited in the account of the Authority through RTGS/NEFT. Details of bank account of Food Corporation of India, HQ is CC A/c no. 10220632672, IFSC Code No. SBIN 0005943 (SBI, K.G. Marg, New Delhi).The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The original bank guarantee towards Bid Security shall be required to be submitted in hard copy, with scanned copy of the bank guarantee document or RTGS/NEFT transaction confirmation receipt as applicable shall be uploaded on the website https://eprocure.gov.in/eprocure/app at the time of Bid submission. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

1.2.7 Generally, the Highest Bidder (defined in Clause 1.2.10 shall be the selected Bidder who shall be issued the Letter of Award (“LOA”). The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in the RFP, be invited to match the Bid submitted by the Highest Bidder in case such Highest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Bid of the Highest Bidder,

¹ The format for the bank guarantee to be provided along with RFP
the Authority may, in its discretion, either invite fresh Bids from the remaining Bidders or annul the Bidding Process, as the case may be.

1.2.8 During the Bid Stage, the Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies as may be required for submitting their respective Bids for award of the concession including implementation of the Project.

1.2.9 As part of the Bidding Documents, the Authority will provide a draft concession agreement prepared by the Authority/ its consultants and other information pertaining/ relevant to the Project available with it.

1.2.10 Bids will be invited for the Project on the basis of the lowest financial grant (the "Grant") required by a Bidder for implementing the Project. A Bidder may, instead of seeking a Grant, offer to pay a premium upfront payment, as the case may be, (the "Premium") to the Authority for award of the concession. The concession period shall be pre-determined, and will be indicated in the draft Concession Agreement forming part of the Bidding Documents. The Grant/ Premium amount shall constitute the sole criteria for evaluation of Bids. The Project shall be awarded to the Bidder quoting the Highest Premium, and in the event that no Bidder offers a Premium, then to the Bidder seeking the lowest Grant.

1.3 Schedule of bidding process

1.3.1 The Authority shall endeavour to adhere to the following schedule:

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<tr>
<th>Event Description</th>
<th>Date</th>
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In this RFQ, the term “Highest Bidder” shall mean the Bidder who is offering the highest Premium, and where no Bidder is offering a Premium, the Bidder seeking the lowest Grant shall be the Highest Bidder.

1.2.11 The Concessionaire shall be entitled to levy and charge pre-determined storage and handling charges from the Authority as per the provisions of the Concession Agreement.

1.2.12 Further and other details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the Bidding Documents.

1.2.13 Any queries or request for additional information concerning this RFQ shall be submitted in writing or by fax and e-mail to the officer designated in Clauses 2.13.3 below. The envelope / communications shall clearly bear the following identification / title:

"Queries/ Request for Additional Information: RFQ for Selection of developer for construction of silo complex on DBFOT model at Kaimur & Buxar".
<table>
<thead>
<tr>
<th>RFQ Stage</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue of notice</td>
<td></td>
</tr>
<tr>
<td>Last date for receiving queries</td>
<td>15 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Pre-Application Conference</td>
<td>15 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Authority response to queries latest by</td>
<td>25 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Application Due Date</td>
<td>45 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Announcement of short-list</td>
<td>60 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Bid (RFP) Stage</td>
<td></td>
</tr>
<tr>
<td>Invitation to shortlisted Applicants</td>
<td>60 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Last date for receiving queries</td>
<td>75 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Pre-bid meeting</td>
<td>75 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Authority response to queries latest by</td>
<td>85 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Proposal Submission</td>
<td>105 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Announcement of RFP results</td>
<td>120 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Letter of Award (LOA) to the selected Bidder</td>
<td>130 calendar days from Issue of Notice</td>
</tr>
<tr>
<td>Signing of Agreement</td>
<td>150 calendar days from Issue of Notice</td>
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The Authority reserves the right to modify the above schedule at its discretion which will be binding on the Applicant.
2. INSTRUCTIONS TO BIDDERS

A. General

2.1 Scope of Application

2.1.1 The Authority wishes to receive Applications for Qualification in order to shortlist experienced and capable Applicants for the Bid Stage.

2.1.2 Shortlisted Applicants may be subsequently invited to submit the Bids for the Project

2.2 Eligibility of Applicant

2.2.1 For determining the eligibility of Applicants for their pre-qualification hereunder, the following shall apply:

(a) The Applicant may be a single entity or a group of entities (the "Consortium"）， coming together to implement the Project. However, no applicant applying individually or as a member of a Consortium, as the case may be, can be member of another Applicant. The term Applicant used herein would apply to both a single entity and a Consortium.

(b) An Applicant may be a natural person, private entity, any combination of them with a formal intent to enter into an agreement or under an existing agreement to form a Consortium. A Consortium shall be eligible for consideration subject to the conditions set out in Clause 2.2.7 below.

(c) An Applicant shall not have any conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Applicant found to have any Conflict of Interest shall be disqualified. An Applicant shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

(i) the Applicant, its Member or Associate (or any constituent thereof) and any other Applicant, its Member or Associate thereof (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 of an Applicant, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 per cent of the subscribed and paid up and share capital of such Applicant, Member or Associate, as the case may be) in the other Applicant, 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. For the purposes of this Clause 2.2.1(c), indirect shareholding held through one or more intermediate persons shall be computed as follows:

(a). 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

(b). subject always to sub-clause (a) 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 (b) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or

(ii) a constituent of such Applicant is also a constituent of another Applicant; or

(iii) such Applicant, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Applicant, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Applicant, its Member or any Associate thereof; or

(iv) such Applicant has the same legal representative for purposes of this Application as any other Applicant; or

(v) such Applicant, or any Associate thereof has a relationship with another Applicant, or any Associate thereof, directly or through common third party/parties, that puts either or both of them in a position to have access to each other’s information about, or to influence the Application of either or each other; or

(vi) such Applicant, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design or technical specifications of the Project.

(d) An Applicant shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Applicant, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Applicant, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFQ.
Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of commercial operation of the Project.

Explanation: In case an Applicant is a Consortium, then the term Applicant as used in this Clause 2.2.1 shall include each Member of such Consortium.

2.2.2 To be eligible for pre-qualification and short-listing, an Applicant shall fulfill the following conditions of eligibility:

A) Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Applicant shall, over the past 5 (five) financial years preceding the Application Due Date, have:

(i) paid for, or received payments for, construction of Eligible Project(s); and/or.

(ii) paid for development of Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1 and/or

(iii) collected and appropriated revenues from Eligible Project(s) in Category 1 and/or Category 2 specified in Clause 3.2.1,

such that the sum total of the above is more than 200% of Estimated Project Cost i.e. Rs. 130 crores (the “Threshold Technical Capacity”).

B) Financial Capacity: The Applicant shall have a minimum Net Worth (the "Financial Capacity") of 25% of Estimated Project Cost i.e. Rs. 16 crores at the close of the preceding financial year.

In case of a Consortium, the combined technical capacity, net worth of those Members, who have and shall continue to have an equity share of at least 26% (twenty six per cent) each in the SPV, should satisfy the above conditions of eligibility; provided that each such Member shall, for a period of 3 (three) years from the commercial operation date of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid up equity of the SPV and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

2.2.3 O&M Experience: In the event that the Applicant does not have the requisite O&M experience, it shall either enter into an agreement, for a period of 5 (five) years from COD, with an entity having the aforesaid experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable to termination.
2.2.4 The Applicants shall upload/enclose with its application, to be submitted as per the format at Appendix-I, complete with its Annexes, the following:

(a) certificate(s) from its statutory auditors or concerned client(s) stating the payments made/received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects specified in paragraph as per clause 2.2.2 (A); In case a particular job/contract has been jointly executed by the Applicant (as part of a consortium), it should further support its claim for the share in work done for that particular job/contract by producing a certificate from its statutory auditor or the client; and

(b) certificate(s) from its statutory auditors specifying the net worth of the Applicant, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 2.2.4(b). For the purposes of this RFQ, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders.

The Applicant shall submit online scanned copies of the certificates as specified above along with the Application on or before the Application Due Date, while the original physical document shall be submitted within 72 (seventy two) hours from the Application Due Date, failing which the Application shall be summarily rejected.

2.2.5 The Applicant should submit a Power of Attorney as per the format at Appendix-II, authorising the signatory of the Application to commit the Applicant. In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per format at Appendix-III.

The Applicant shall submit online scanned copy of the original Power(s) of Attorney along with the Application on or before the Application Due Date, while the original physical document shall be submitted within 72 (seventy two) hours from the Application Due Date, failing which the Application shall be summarily rejected.

2.2.6 Where the Applicant is a single entity, it will be required to form an appropriate Special Purpose Vehicle, incorporated under the Companies Act, 2013 (the "SPV"), to execute the Concession Agreement and implement the Project.

2.2.7 In case the Applicant is a Consortium, it shall, in addition to forming an SPV registered under the Companies Act 2013, comply with the following additional requirements:

2 In jurisdictions that do not have statutory auditors, the firm of auditors (Chartered Accountant) which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.
(a) Number of members in a consortium shall not exceed 6 (six), but information sought in the Application will be restricted to 4 (four) members in the order of their equity contribution;

(b) Subject to this provision above, the Application should contain the information required for each member of the Consortium;

(c) members of the Consortium shall nominate one member as the lead member (the "Lead Member"), who shall have an equity share holding of at least 26% (twenty six per cent) of the paid up and subscribed equity of the SPV. The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix-III, signed by all the other members of the Consortium;

(d) the Application should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical, land and O&M obligations;

(e) an individual Applicant cannot at the same time be member of a Consortium applying for pre-qualification. Further, a member of a particular Applicant Consortium cannot be member of any other Applicant Consortium applying for pre-qualification;

(f) the members of a Consortium shall form an appropriate SPV to execute the Project, if awarded to the Consortium;

(g) members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix-IV (the "Joint Bidding Agreement"), for the purpose of making the Application and submitting a Bid in the event of being short-listed. The Joint Bidding Agreement, to be submitted along with the Application, shall, inter alia:

   (i) convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFQ, which would enter into the Agreement and subsequently perform all the obligations of the Concessionaire in terms of the Agreement, in case the concession to undertake the Project is awarded to the Consortium;

   (ii) clearly outline the proposed roles and responsibilities, if any, of each member;

   (iii) commit the minimum equity stake to be held by each member;

   (iv) commit that each of the members, whose experience will be evaluated for the purposes of this RFQ (except for O&M experience as per clause 2.2.3), shall subscribe to 26% (twenty six per cent) or more of the paid up and subscribed equity of the SPV and shall further commit that each such member shall, for a period of 3 (three) years from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the
subscribed and paid up equity share capital of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement;

(v) members of the Consortium undertake that they shall collectively hold at least 51% (fifty one per cent) of the subscribed and paid up equity of the SPV at all times until the third anniversary of the commercial operation date of the Project

(vi) include a statement to the effect that all members of the Consortium shall be liable jointly and severally for all obligations of the Concessionaire in relation to the Project until the Financial Close for the Project and satisfaction of all conditions precedent to commencement of concession is achieved in accordance with the Agreement; and

(h) except as provided under this RFQ and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.

The Applicant, in case it is a Consortium, shall submit online scanned copy of the Power of Attorney and Joint Bidding Agreement along with the Application on or before the Application Due Date, while the original physical document shall be submitted within 72 (seventy two) hours from the Application Due Date failing which the Application shall be summarily rejected.

2.2.8 Any entity which has been barred by the Central Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Application, would not be eligible to submit an Application, either individually or as member of a Consortium.

2.2.9 An Applicant including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, Consortium Member or Associate, as the case may be, nor has been expelled from any project or contract by any public entity nor have had any contract terminated by any public entity for breach by such Applicant, Consortium Member or Associate.

2.2.10 In computing the Technical, Financial and O & M eligibility under Clauses 2.2.2, 2.2.3 and 3.1 of the Applicant/ Consortium Members, which is a company or a corporation, the Technical Capacity, Financial Capacity and O & M capacity of their respective Associates would also be eligible hereunder.
For purposes of this RFQ, Associate means, in relation to the Applicant/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Applicant/ Consortium Member (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.

2.2.11 The following conditions shall be adhered to while submitting an Application:

(a) Applicants should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Applicants may format the prescribed forms making due provision for incorporation of the requested information;

(b) Information supplied by an Applicant (or other constituent Member if the Applicant is a Consortium) must apply to the Applicant, Member or Associate named in the Application and not, unless specifically requested, to other associated companies or firms. Invitation to submit Bids will be issued only to Applicants whose identity and/ or constitution is identical to that at pre-qualification;

(c) in responding to the pre-qualification submissions, Applicants should demonstrate their capabilities in accordance with Clause 3.1 below; and

(d) in case the Applicant is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein.

2.2.12 While Qualification is open to persons from any country, the following provisions shall apply:

(a) Where, on the date of the Application, not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital in an Applicant or its Member is held by persons resident outside India or where an Applicant or its Member is controlled by persons resident outside India; or

(b) if at any subsequent stage after the date of the Application, there is an acquisition of not less than 15% (fifteen per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Applicant or its Member;

then the Qualification of such Applicant or in the event described in sub clause (b) above, the continued Qualification of the Applicant shall be subject to approval of the Authority.
from national security and public interest perspective. The decision of the Authority in this behalf shall be final and conclusive and binding on the Applicant.

The holding or acquisition of equity or control, as above, shall include direct or indirect holding/ acquisition, including by transfer, of the direct or indirect legal or beneficial ownership or control, by persons acting for themselves or in concert and in determining such holding or acquisition, the Authority shall be guided by the principles, precedents and definitions contained in the Securities and Exchange Board of India (Substantial Acquisition of Shares and Takeovers) Regulations, 2011, or any substitute thereof, as in force on the date of such acquisition.

The Applicant shall promptly inform the Authority of any change in the shareholding, as above, and failure to do so shall render the Applicant liable for disqualification from the Bidding Process.

2.2.13 Notwithstanding anything to the contrary contained herein, in the event that the Application Due Date falls within three months of the closing of the latest financial year of an Applicant, it shall ignore such financial year for the purposes of its Application and furnish all its information and certification with reference to the 5 (five) years or 1 (one) years, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of an Application hereunder, mean the accounting year followed by the Applicant in the course of its normal business.

2.3 Change in composition of the Consortium

2.3.1 Change in the composition of a Consortium will not be permitted by the Authority during the Qualification Stage.

2.3.2 Where the Bidder is a Consortium, change in the composition of a Consortium may be permitted by the Authority during the Bid Stage, only where:

(a) the application for such change is made no later than 15 (fifteen) days prior to the Bid Due Date;

(b) the Lead Member continues to be the Lead Member of the Consortium;

(c) the substitute is at least equal, in terms of Technical Capacity, to the Consortium Member who is sought to be substituted and the modified Consortium shall continue to meet the pre-qualification and short-listing criteria for Applicants; and

(d) the new Member(s) expressly adopt(s) the Application already made on behalf of the Consortium as if it were a party to it originally, and is not an Applicant/Member/Associate of any other Consortium bidding for this Project.
2.3.3 Approval for change in the composition of a Consortium shall be at the sole discretion of the Authority and must be approved by the Authority in writing.

2.3.4 The modified / reconstituted Consortium shall submit a revised Jt. Bidding Agreement before the Bid Due Date.

2.3.5 Notwithstanding anything to the contrary contained in sub-clause (c)(i) of Clause 2.2.1, an Applicant may, within 10 (ten) days after the Application Due Date, remove from its Consortium any Member who suffers from a Conflict of Interest, and such removal shall be deemed to cure the Conflict of Interest arising in respect thereof.

2.4 Number of Applications

2.4.1 No Applicant shall submit more than one Application. An applicant applying individually or as a member of a Consortium shall not be entitled to submit another application either individually or as a member of any Consortium, as the case may be.

2.4.2 The Applicants shall be responsible for all of the costs associated with the preparation of their Applications and their participation in the Bid Process. The Authority will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Bidding Process.

2.5 Site visit and verification of information

2.5.1 Applicants are encouraged to submit their respective Applications after visiting the Project locations and ascertaining for themselves the site conditions, traffic, location, surroundings, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.6 Acknowledgement by Applicant

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

(a) made a complete and careful examination of the RFQ;

(b) received all relevant information requested from the Authority;

(c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of the Authority relating to any of the matters referred to in this Clause 2.6 above; and

(d) agreed to be bound by the undertakings provided by it under and in terms hereof; and
2.6.2 The Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the RFQ or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority.

2.7 Right to accept or reject any or all Applications/ Bids

2.7.1 Notwithstanding anything contained in this RFQ, the Authority reserves the right to accept or reject any Application and to annul the Bidding Process and reject all Applications/ Bids, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder.

2.7.2 The Authority reserves the right to reject any Application and/or Bid if:

(a) at any time, a material misrepresentation is discovered or established, or

(b) the Applicant does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Application, or

If the Applicant/Bidder is a Consortium, then the entire Consortium may be disqualified/ rejected. If such disqualification/ rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

(i) invite the remaining Bidders to match the Highest Bidder / submit their Bids in accordance with the RFP; or

(ii) take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.

2.7.3 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, including the concession thereby granted by the Authority, that one or more of the pre-qualification conditions have not been met by the Applicant, or the Applicant has made material misrepresentation or has given any materially incorrect or false information, the Applicant shall be disqualified forthwith if not yet appointed as the Concessionaire either by issue of the LOA or entering into of the Agreement, and if the Applicant/SPV has already been issued the LOA or has entered into the Concession Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFQ, be liable to be terminated, by a communication in writing by the Authority to the Applicant, without the Authority being liable in any manner whatsoever to the Applicant and without prejudice to
any other right or remedy which the Authority may have under this RFQ, the Bidding Documents, the Concession Agreement or under applicable law.

2.7.4 The Authority reserves the right to verify all statements, make enquiries thereof from its own or borrowed sources, information and documents submitted by the Applicant in response to the RFQ. Any such verification or lack of such verification by the Authority shall not relieve the Applicant of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.

B. Documents

2.8 Contents of the RFQ

2.8.1 This RFQ comprises the disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.10.

Invitation for Qualification

Section 1. Introduction
Section 2. Instructions to Applicants
Section 3. Criteria for Evaluation
Section 4. Fraud & Corrupt Practices
Section 5. Pre Application Conference
Section 6. Miscellaneous

Appendices
I. Letter comprising the Application
II. Power of Attorney for signing of Application
III. Power of Attorney for Lead Member of Consortium
IV. Joint Bidding Agreement for Consortium
V. Instruction for Online Bid Submission

2.9 Clarifications

2.9.1 Applicants requiring any clarification on the RFQ may notify the Authority in writing or by fax and e-mail in accordance with this Clause 2.9.1. They should send in their queries before the date specified in the schedule of Bidding Process contained in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 10 (ten) days prior to the Application Due Date. The responses will be posted on the website of the Authority (www.fci.gov.in) and on the website https://eprocure.gov.in/eprocure/app. The Authority will forward all the queries and its responses thereto, to all purchasers of the RFQ without identifying the source of queries.
2.9.2 The Authority shall endeavour to respond to the questions raised or clarifications sought by the Applicants. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.

2.9.3 The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all applicants which shall be posted on the website of the Authority (www.fci.gov.in) and on the website https://eprocure.gov.in/eprocure/app. All clarifications and interpretations issued by the Authority shall be deemed to be part of the RFQ. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.

2.10 Amendment of RFQ

2.10.1 At any time prior to the deadline for submission of Application, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by an Applicant, modify the RFQ by the issuance of Corrigendum.

2.10.2 Any Corrigendum thus issued will be put up on the website of the Authority (www.fci.gov.in) and Central Public Procurement (CPP) portal (https://eprocure.gov.in/eprocure/app)

2.10.3 In order to afford the Applicants a reasonable time for taking a Corrigendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Application Due Date

C. Preparation and Submission of Applications

2.11 Language

2.11.1 The Application and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Applicant with the Application may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Applicant. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Application, the English language translation shall prevail.
2.12 Format and signing of Application

2.12.1 The Applicant shall provide all the information sought under this RFQ. The Authority will evaluate only those Applications that are received in the required formats and complete in all respects. Incomplete and/or conditional Applications shall be liable to rejection.

2.12.2 The Application shall be uploaded/submitted in the following manner, as per instruction in this RFQ:

(a) Online on CPP Portal https://eprocure.gov.in/eprocure/app, and
(b) Physical submission in sealed envelope.

The Applicant shall upload the duly filled in Application on the CPP portal as per prescribed format herein along with scanned copies of all the relevant documents. The original physical copies of certificate(s) from statutory auditor, Power(s) of Attorney, Joint Bidding Agreement, Additional Bank Guarantee(s), copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank for Processing Fee and other relevant documents shall be submitted in a sealed envelope at the address provided in Clause 2.13.3. In case of any discrepancy between the original hard copies and scanned copies submitted online, the Application is liable to be rejected. The online submission shall be signed by the authorized signatory, using the digital signature.

2.12.3 The Application and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Applicant who shall also initial each page in blue ink. In case of printed and published documents, only the cover shall be initialed. All the alterations, omissions, additions or any other amendments made to the Application shall be initialed by the person(s) signing the Application. The Application shall contain page numbers and shall be bound together in hard cover.

2.13 Sealing and marking of Applications

2.13.1 The Applicant shall submit the Application in the format specified at Appendix-I, together with the documents specified in Clause 2.13.2 and upload the Application in PDF format along with scanned copies of all the relevant documents as per instructions at Appendix VI. The original physical copies of certificate(s) from statutory auditor, Power(s) of Attorney, Joint Bidding Agreement, copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank for Processing Fee and other relevant document shall be submitted in a sealed envelope to be marked as as “Application for qualification for selection of developer for construction of food grain silos on PPP - DBFOT basis at Kaimur and Buxar". The Applicant shall seal the Application, together with its respective enclosures.
2.13.2 The application shall contain the following, each copy to be scanned & uploaded on or before Application Due Date and original hard copy to be submitted within 72 (seventy two) hours from the Application Due Date:

(a) Application in the prescribed format (Appendix-I) along with Annexes and supporting documents;

(b) Power of Attorney for signing the Application as per the format at Appendix-II;

(c) if applicable, Power of Attorney for Lead Member of Consortium as per the format at Appendix-III;

(d) if applicable, Joint Bidding Agreement, in case of a Consortium, substantially in the format at Appendix-IV;

(e) copy of Memorandum and Articles of Association, if the Applicant is a body corporate, and if a partnership then a copy of its registered partnership deed (for each Member in case of Consortium)

(f) copies of Applicant's (including of member of Consortiums, if Applicant a Consortium) duly audited balance sheet and profit and loss account for the preceding five years

(g) copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank of Rs 5000/- towards cost of the RFQ process fee.

Each of the envelopes shall clearly bear the following identification:

"Application for qualification for selection of developer for construction of food grain silos on PPP - DBFOT basis at Kaimur and Buxar"

and shall clearly indicate the name and address of the Applicant. In addition, the Application Due Date should be indicated on the right hand corner of each of the envelopes.

2.13.3 Each of the envelopes shall be addressed to:

ATTN. OF: Mr. Aseem Chhabra General Manager (Silos)

ADDRESS: Food Corporation of India, Headquarters,
10th Floor, 16-20, Barakhamba Lane New Delhi-110001

Phone Number: 011-43527348

Email id: gmsilos.fci@gov.in
2.13.4 If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.

2.13.5 Applications submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.14 Application Due Date

2.14.1 Applications should be uploaded online at CPP Portal before 1100 hours IST on the Application Due Date, along with physical submission at the address provided in Clause 2.13.3 in the manner and form as detailed in this RFQ. A receipt thereof should be obtained from the person specified in Clause 2.13.2.

2.14.2 The Authority may, in its sole discretion, extend the Application Due Date by issuing an Addendum in accordance with Clause 2.10 uniformly for all applicants.

2.15 Late Applications

2.15.1 Applications received by the Authority after the specified time on the Application Due Date shall not be eligible for consideration and shall be summarily rejected.

2.16 Modification / substitution/withdrawal of Applications

2.16.1 The Applicant may modify, substitute or withdraw its Application after submission, provided that written notice of the modification, substitution or withdrawal is received by the Authority prior to the Application Due Date. No Application shall be modified, substituted or withdrawn by the Applicant on or after the Application Due Date.

2.16.2 The modification, substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.13, with the envelopes being additionally marked “MODIFICATION”, “SUBSTITUTION” or “WITHDRAWAL”, as appropriate.

2.16.3 Any alteration/ modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

D. Evaluation Process

2.17 Opening and Evaluation of Applications

2.17.1 The Authority shall open the Applications online at 1130 hours IST on the Application Due Date, at the place specified in Clause 2.13.3 and in the presence of the Applicants who choose to attend. The Applicants can also check the application opening status online.
2.17.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.16 shall not be opened.

2.17.3 The Authority will subsequently examine and evaluate Applications in accordance with the provisions set out in Section 3.

2.17.4 Applicants are advised that pre-qualification of Applicants will be strictly in accordance with the RFQ. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.

2.17.5 Any information contained in the Application shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Applicant if the Project is subsequently awarded to it on the basis of such information.

2.17.6 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Application(s) without assigning any reasons.

2.17.7 If any information furnished by the Applicant is found to be incomplete, or contained in formats other than those specified herein, the Authority may, at its sole discretion, exclude the relevant project from computation of the Eligible Experience of the Applicant.

2.17.8 In the event that an Applicant claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Eligible Experience. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Application and/ or Bid in accordance with the provisions of Clause 2.7.

2.18 Confidentiality

2.18.1 Information relating to the examination, clarification, evaluation, and recommendation for the short-listed pre-qualified Applicants shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of Application, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/ or the Authority or as may be required by law or in connection with any legal process.
2.19 Tests of responsiveness

2.19.1 Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the RFQ. An Application shall be considered responsive only if:

(a) it is received online and in physical form, as per format at Appendix-I along with all Annexes and supporting documents;

(b) it is received by the Application Due Date including any extension thereof pursuant to Clause 2.14;

(c) it is signed, sealed, bound together in hard cover, and marked as stipulated in Clause 2.13.2;

(d) it is accompanied by the Power of Attorney as specified in Clause 2.2.5, and in the case of a Consortium, the Power of Attorney as specified in Clause 2.2.7(c);

(e) it contains all the information and documents (complete in all respects) as requested in this RFQ;

(f) it contains information in formats same as those specified in this RFQ;

(g) it contains certificates from its statutory auditors\(^3\) in the formats specified at Appendix-I of the RFQ for each Eligible Project;

(h) it contains copy of RTGS/NEFT transaction confirmation receipt issued by the transferring bank of Rs. 5,000 (Rupees five thousand only) to Authority towards the cost of the RFQ document;

(i) it is accompanied by the Joint Bidding Agreement (for Consortium), specific to the Project, as stipulated in Clause 2.2.7(g);

(j) it contains a duly signed copy of RFQ document;

(k) it does not contain any condition or qualification; and

(l) it is not non-responsive in terms hereof.

2.19.2 The Authority reserves the right to reject any Application which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Application.

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\(^3\) In jurisdictions that do not have statutory auditors, the firm of auditors (Chartered Accountant) which audits the annual accounts of the Applicant may provide the certificates required under this RFQ.
2.20 Clarifications by Authority

2.20.1 To facilitate evaluation of Applications, the Authority may, at its sole discretion, seek clarifications from any Applicant regarding its Application. Such clarification(s) shall be provided within the time specified by the Authority for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing.

2.20.2 If an Applicant does not provide clarifications sought under Clause 2.20.1 above within the prescribed time, its Application shall be liable to be rejected. In case the Application is not rejected, the Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of the Authority.

E. Qualification and Bidding

2.21 Short-listing and notification

2.21.1 After the evaluation of Applications, the Authority would announce a list of short-listed pre-qualified Applicants (Bidders) who will be eligible for participation in the Bid Stage. At the same time, the Authority would notify the other Applicants that they have not been short-listed. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

2.22 Submission of Bids

2.22.1 The Bidders will be requested to submit a Bid in the form and manner to be set out in the Bidding Documents.

2.22.2 Only pre-qualified Applicants shall be invited by the Authority to submit their Bids for the Project. The Authority is likely to provide a comparatively short time span for submission of the Bids for the Project. The Applicants are therefore advised to visit the locations and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by the Authority.

2.23 Proprietary data

2.23.1 All documents and other information supplied by the Authority or submitted by an Applicant to the Authority shall remain or become the property of the Authority. Applicants are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Application. The Authority will not return any Application or any information provided along therewith.
2.24 Correspondence with the Applicant

2.24.1 Save and except as provided in this RFQ, the Authority shall not entertain any correspondence with any Applicant in relation to the acceptance or rejection of any Application.
3. CRITERIA FOR EVALUATION

3.1 Evaluation Parameters

3.1.1 Only those Applicants who meet the eligibility criteria specified in Clause 2.2.2 and 2.2.3 above shall qualify for evaluation under this Section 3. Applications that do not meet these criteria shall be rejected.

3.1.2 The Applicant’s competence and capability is proposed to be established by the following parameters:

(a) Technical Capacity; and

(b) Financial Capacity

3.2 Technical Capacity for purposes of evaluation

3.2.1 Subject to the provisions of Clause 2.2, the following categories of experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 3.2.3 and, 3.2.4 (the "Eligible Projects"): Category 1: Project experience on Eligible Projects in warehousing sector that qualify under Clause 3.2.3 Category 2: Project experience on Eligible Projects in core sector that qualify under Clause 3.2.3 Category 3: Construction experience on Eligible Projects in warehousing sector that qualify under Clause 3.2.4 Category 4: Construction experience on Eligible Projects in Core sector that qualify under Clause 3.2.4

For the purposes of this RFQ

i. warehousing/ storage sector would be deemed to include warehousing/storage, whether modern or otherwise, including cold storage, storage for food processing, grain/ paddy/ millets etc.; and

ii. core sector would be deemed to include roads, highways and bridges, power, telecom, ports, airports, railways, metro rail, industrial parks/ estates, logistic parks, pipelines, irrigation, water supply, sewerage and real estate development.\(^5\)

\(^5\) Real estate development shall not include residential flats unless they form part of a real estate complex or township which has been built by the Applicant.
3.2.2 Eligible Experience in respect of each category shall be measured only for Eligible Projects.

3.2.3 For a project to qualify as an Eligible Project under Category 1 & 2:

3.2.3.1 The capital cost of the project should be more than 20% of Estimated Project Cost i.e. Rs. 13 crore;

3.2.3.2 the entity claiming experience should have held, in the company owing the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;

3.2.3.3 the entity claiming experience shall, during the last 5 (five) financial years preceding the Application Due Date, have (i) paid for development of the project (excluding the cost of land), and/ or (ii) collected and appropriated the revenues from users availing of non-discriminatory access to or use of fixed project assets, such as revenues from highways, airports, ports and railway infrastructure, but shall not include revenues from sale or provision of goods or services such as electricity, gas, petroleum products, telecommunications or fare/freight revenues and other incomes of the company owning the Project.

3.2.3.4 .

3.2.3.5 It should have been undertaken as a PPP project on BOT, BOLT, BOO, BOOT or other similar basis for providing its output or services to a public sector entity or for providing non-discriminatory access to users in pursuance of its charter, concession or contract, as the case may be. For the avoidance of doubt, a project which constitutes a natural monopoly such as an airport or port should normally be included in this category even if it is not based on a long-term agreement with a public entity;

3.2.4 For a project to qualify as an Eligible Project under Category 3 & 4, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Application Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs 13.0 crore shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turnkey construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
3.2.5 The Applicant shall quote experience in respect of a particular Eligible Project under any one category only, even though the Applicant (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.

3.2.6 Subject to the provisions of Clause 3.2.1, an Applicant’s experience shall be measured and stated in terms of a score (the "Experience Score"). The Experience Score for an Eligible Project in a given category would be the eligible payments and/or receipts specified in Clause 2.2.2 (A), divided by one crore and then multiplied by the applicable factor in Table 3.2.6 below. In case the Applicant has experience across different categories, the score for each category would be computed as above and then aggregated to arrive at its Experience Score.

Table 3.2.6: Factors for Experience across categories

<table>
<thead>
<tr>
<th>Categories</th>
<th>Factor</th>
</tr>
</thead>
<tbody>
<tr>
<td>Category I</td>
<td>1.25</td>
</tr>
<tr>
<td>Category II</td>
<td>1.00</td>
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<td>Category III</td>
<td>0.75</td>
</tr>
<tr>
<td>Category IV</td>
<td>0.50</td>
</tr>
</tbody>
</table>

3.2.7 Experience for an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.

3.3 Details of Experience

3.3.1 The Applicant should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Application Due Date.

3.3.2 The Applicants must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I.

3.3.3 The Applicant should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity and O & M Capacity, as per format at Annex-IV of Appendix-I.

3.4 Financial information for purposes of evaluation

3.4.1 The Application must be accompanied by the Audited Annual Reports of the Applicant (and of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the Application is made.
3.4.2 In case the annual accounts for the latest financial year are not audited and therefore the Applicant cannot make it available, the Applicant shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Applicant shall provide the Audited Annual Reports for 5 (five years preceding the year for which the Audited Annual Report is not being provided.

3.4.3 The Applicant must establish the minimum Net Worth specified in Clause 2.2.2(B) and provide details as per format at Annex-III of Appendix-I.

3.5 Shortlisting of bidders

3.5.1 The credentials of eligible Applicants shall be measured in terms of their Experience Score. The sum total of the Experience Scores for all Eligible Projects shall be the ‘Aggregate Experience Score’ of a particular Applicant. In case of a Consortium, the Aggregate Experience Score of each of its Members, who have an equity share of at least 26% in such Consortium, shall be summed up for arriving at the combined Aggregate Experience Score of the Consortium.

3.5.2 The Applicants shall then be ranked on the basis of their respective Aggregate Experience Scores and short-listed for submission of Bids on this basis. The Authority expects to short-list upto 6 (six) pre-qualified Applicants for participation in the Bid Stage. The Authority, however, reserves the right to increase the number of shortlisted pre-qualified Applicants by adding additional Applicant.

3.5.3 The Authority may, in its discretion, maintain a reserve list of pre-qualified Applicants who may be invited to substitute the short-listed Applicants in the event of their withdrawal from the Bid Process or upon their failure to conform to the conditions specified herein; provided that a substituted Applicant shall be given at least 30 (thirty) days to submit its Bid.
4. FRAUD AND CORRUPT PRACTICES

4.1 Fraud and Corrupt Practices

4.1.1 The Applicants and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the Authority may reject an Application without being liable in any manner whatsoever to the Applicant if it determines that the Applicant has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process.

4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove, if an Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, such Applicant shall not be eligible to participate in any tender or RFQ issued by the Authority during a period of 2 (two) years from the date such Applicant is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Agreement or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under sub clause (d) of Clause 2.2.1, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
(b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;

(c) "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;

(d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

(e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.
5. PRE APPLICATION CONFERENCE

5.1 Pre Application Conference

5.1.1 A Pre-Application conference of the interested parties shall be convened at the designated date, time and place. Only those persons who have purchased the RFQ document shall be allowed to participate in the Pre-Application conference. Applicants who have downloaded the RFQ document from the Authority’s website (www.fci.gov.in) should submit a processing fees of Rs. 5,000 (Rupees five thousand only) through RTGS/NEFT transaction towards the cost of document, through their representative attending the conference. A maximum of three representatives of each Applicant shall be allowed to participate on production of authority letter from the Applicant.

5.1.2 During the course of Pre-Application conference, the Applicants will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.
6. MISCELLANEOUS

6.1 Miscellaneous

6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at New Delhi shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

(a) suspend and/or cancel the Bidding Process and/or amend and/or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;

(b) consult with any Applicant in order to receive clarification or further information;

(c) pre-qualify or not to pre-qualify any Applicant and/or to consult with any Applicant in order to receive clarification or further information;

(d) retain any information and/or evidence submitted to the Authority by, on behalf of, and/or in relation to any Applicant; and/or

(e) independently verify, disqualify, reject and/or accept any and all submissions or other information and/or evidence submitted by or on behalf of any Applicant.

6.1.3 It shall be deemed that by submitting the Application, the Applicant agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations hereunder and the Bidding Documents, pursuant hereto, and/or in connection with the Bidding Process, to the fullest extent permitted by applicable law, and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in future.
APPENDIX I

Letter Comprising the Application for Pre-Qualification

(Refer Clause 2.13.2)

(On the letter head of the Applicant / Lead Member of the Consortium)

Dated:

To,

The Secretary,

***********

***********

Sub: Application for pre-qualification for “Selection of Developer for construction of Food Grain Silos at Kaimur and Buxar through Public Private Partnership (PPP) on Design, Build, Finance, Operate and Transfer (DBFOT) basis” Project

Dear Sir,

1. With reference to your RFQ document dated _______4, I/we, having examined the RFQ document and understood its contents, hereby submit my/our Application for Qualification for the aforesaid project. The Application is unconditional and unqualified.

2. I/ We acknowledge that the Authority will be relying on the information provided in the Application and the documents accompanying such Application for pre-qualification of the Applicants for the aforesaid project, and we certify that all information provided in the Application and in Annexes I to IV is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Application are true copies of their respective originals.

3. This statement is made for the express purpose of qualifying as a Bidder for the financing, development, construction, operation, and maintenance of the aforesaid Project.

4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Qualification statement.

5. I/ We acknowledge the right of the Authority to reject our Application without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

4 All blank spaces shall be suitably filled up by the Applicant to reflect the particulars relating to such Applicant.

Signature & Stamp of Applicant
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
   a. I/ We have examined and have no reservations to the RFQ document, including any Addendum issued by the Authority;
   b. I/ We do not have any conflict of interest in accordance with Clause 2.2.1 of the RFQ document;
   c. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFQ document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
   d. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFQ document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Application that you may receive nor to invite the Applicants to Bid for the Project, without incurring any liability to the Applicants, in accordance with Clause 2.7 of the RFQ document.

9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFQ document and are/ is qualified to submit a Bid.

10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for pre-qualification.

11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted or convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.

12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.

14. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July, 2001 which guidelines apply mutatis mutandis to the Bidding Process..

15. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate the Authority of the same immediately.

16. The Statement of Legal Capacity as per format provided at Annex-VI in Appendix-I of the RFQ document, and duly signed, is enclosed. The power of attorney for signing of application and the power of attorney for Lead Member of consortium, as per format provided at Appendix II and III respectively of the RFQ, are also enclosed.

17. I/ We understand that the selected Bidder shall incorporate a Special Purpose Vehicle under the Companies Act, 1956/ Companies Act 2013, prior to execution of the Agreement.

18. I/ We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.3.

19. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Applicants, selection of the Bidder, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.

20. I/ We agree and undertake to abide by all the terms and conditions of the RFQ document.

21. I/ We certify that in terms of the RFQ, my/our Net Worth is Rs. ……………….. (Rupees …………………………….) and the Aggregate Experience Score is ……………….. (in figures) ……………………………….. (in words).

22. I/We agree and undertake to be {jointly and severally liable for all the obligations of the Concessionaire under the Agreement till the conditions precedent are satisfied in accordance with the Concession Agreement.}^6

^5 Insert appropriate option
^6 Omit if the Applicant is not a Consortium
In witness thereof, I/ we submit this application under and in accordance with the terms of the RFQ document.

Yours faithfully,

Date: __________________________ (Signature, name and designation of the Authorised Signatory)

Place: __________________________ (Name and seal of the Applicant/ Lead Member)

Note: Paragraphs in square parenthesis may be omitted, if not applicable, or modified as necessary.
ANNEX I

Details of Applicant

1. Details of the Applicant / member of Consortium
   a. Name:
   b. Country of incorporation:
   c. Type of entity : Individual / Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
   d. Address of the corporate headquarters and its branch office(s), if any, in India:
   e. Date of incorporation and/or commencement of business:
   f. Incorporation / Registration Number\(^7\):

2. Brief description of the Applicant including details of its main lines of business and proposed role and responsibilities in this Project:

3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
   a. Name:
   b. Designation:
   c. Company:
   d. Address:
   e. Telephone Number/Mobile No:
   f. E-Mail Address:
   g. Fax Number:

4. Particulars of the Authorised Signatory of the Applicant:
   a. Name:
   b. Designation:

\(^7\) Where not applicable, PAN Number to be provided
DEA PPP Pilot Initiative – Food Storage Infrastructure

c. Address:

d. Phone Number:

e. Fax Number:

5. In case of Consortium:

a. The information above (1-4) should be provided for all the Members of the Consortium.

b. A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.2.7(g) should be attached to the Application

c. Information regarding the role of each Member should be provided as per table below:

<table>
<thead>
<tr>
<th>Sl No</th>
<th>Name of Member</th>
<th>Role* {Refer to clause 2.2.7 (g)}</th>
<th>Percentage of Equity in the consortium {Refer clause (a), (c) and (g)}</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
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<tr>
<td>5</td>
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</tbody>
</table>

*The role of each Member, as may be determined by the Applicant, should be indicated in accordance with instruction 4 at Annex IV*

d. The following information shall also be provided for each Member of the Consortium:

**Name of Applicant / member of Consortium: _____**

<table>
<thead>
<tr>
<th>Sno.</th>
<th>Criteria</th>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Has the Applicant / constituent of the Consortium been blacklisted / barred by the Central/ State Government, or any entity controlled by it, form participating in any project (BOT or otherwise)?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>If the answer to 1 is yes, does the bar subsist as on the date of</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

8 All provisions contained in curly parenthesis i.e.\{} shall be suitably modified by the Applicant to reflect the particulars relating to such Applicant
<table>
<thead>
<tr>
<th>Application?</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Has the Applicant/ constituent of the Consortium paid liquidity damages of more than 5% of the contract value in a contract due to delay or has been penalised due to any other reason in relation to execution of a contract, in the last three years?</strong></td>
<td></td>
</tr>
</tbody>
</table>

6. A statement by the Applicant and each of the Members of its Consortium (where applicable) or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/arbitration in the recent past is given below (Attach extra sheets, if necessary):

Note

In case of a Consortium:

a. *The information above (1-4) should be provided for all the Members of the Consortium.*

b. *A copy of the Joint Bidding Agreement, as envisaged in clause 2.2.7(g) is attached to the Application.*
## ANNEX II

**Technical Capacity of the Applicant**

*(Refer to Clauses 2.2.2(A) and 3.2 and 3.5 of the RFQ)*

<table>
<thead>
<tr>
<th>Applicant type (1)#</th>
<th>Name of Applicant (2)</th>
<th>Membe r Code (3)*</th>
<th>Project Code (4)**</th>
<th>Experience* ( Equivalent Rs crore)**</th>
<th>Experience Score (8)</th>
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</thead>
<tbody>
<tr>
<td>Single entity Applicant</td>
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<td>b</td>
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</tr>
<tr>
<td>3d</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 4</td>
<td>4a</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4b</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>4c</td>
<td></td>
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<td></td>
</tr>
<tr>
<td>4d</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Aggregate Experience Score =

Provide details of only those projects that have been undertaken by the Applicant under its own name and/ or by an Associate specified in Clause 2.2.10 and/ or by a project company eligible under Clause 3.2.3.2. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.2.3.1 and for Categories 3 and 4, include only those projects where the payments made/received exceed the amount specified in Clause 3.2.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.13.

An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Applicant may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Applicant with such Associate, in terms of Clause 2.2.10, shall be provided.

Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

Refer Annex-IV of this Appendix-I. Add more rows if necessary.

In the case of Eligible Projects in Categories 1 and 2, the figures in columns 6 and 7 may be added for computing the Experience Score of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the Experience Score of an Eligible Project.

For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 50 (fifty) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 60 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees 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.

Divide the amount in the Experience column by one crore and then multiply the result thereof by the applicable factor set out in Table 3.2.6 to arrive at the Experience Score for each Eligible Project.

Strike out parts not applicable. Do not Delete
# ANNEX III

## Financial Capacity of the Applicant

*(Refer to Clauses 2.2.2(B); 2.2.3.2.4(b); and 3.4 of the RFQ)*

*(In Rs. Crore)*

<table>
<thead>
<tr>
<th>Applicant Type</th>
<th>Member Code</th>
<th>Net Cash Accruals</th>
<th>Net Worth</th>
</tr>
</thead>
<tbody>
<tr>
<td>(1)</td>
<td>(2)</td>
<td>Year 1 (3)</td>
<td>Year 2 (4)</td>
</tr>
<tr>
<td>Single entity Applicant</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Consortium Member 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Name & address of Applicant’s Bankers:

Signature of Authorised Signatory
Stamp of Applicant / Lead Member

| | | | | | | | |
| | | | | | | |

$ An Applicant consisting of a single entity should fill in details as per the row titled Single entity Applicant and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Applicant may be ignored.

€ For Member Code, see instruction 4 at Annex-II of this Appendix-I.

€ The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.10.

$ For conversion of other currencies into rupees, see note below Annex-II of Appendix - I

Appendix-I.

Instructions:

1. The Applicant/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Application Due Date. The financial statements shall:
a). reflect the financial situation of the Applicant or Consortium Members and its/ their Associates where the Applicant is relying on its Associate's financials;
b). be audited by a statutory auditor;
c). be complete, including all notes to the financial statements; and
d). correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

2. Net Cash Accruals shall mean Profit After Tax + Depreciation.

3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).

4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.13.

5. In the case of a Consortium, a copy of the Joint Bidding Agreement shall be submitted in accordance with Clause 2.2.7 (g) of the RFQ document.

6. The applicant shall also provide the name and address of the Bankers to the Applicant. In case of consortium, the required detail shall be provided for the consortium members for which details are provided in this Annex.

7. The Applicant shall provide Statutory Auditor’s Certificate specifying the net worth of the Applicant and also specifying the methodology adopted for calculating such net worth in accordance with Clause 2.2.4(b) of the RFQ document. In case of consortium, such Auditor’s Certificate shall be provided for each consortium member mentioned herein.

Strike out parts not applicable. Do not Delete
## ANNEX IV

**Details of Eligible Projects**

*(Refer to Clauses 2.2.2, 2.2.3 and 3.2 of the RFQ)*

<table>
<thead>
<tr>
<th>Project code:</th>
<th>Member Code:</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Item (1)</th>
<th>Refer Instructions (2)</th>
<th>Particulars of the project (3)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Title &amp; nature of the project</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Category</td>
<td>5</td>
<td></td>
</tr>
<tr>
<td>Type of project experience&lt;sup&gt;9&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Year-wise (a) payments received/ made</td>
<td>6</td>
<td></td>
</tr>
<tr>
<td>for warehousing sector projects, (b) payments</td>
<td></td>
<td></td>
</tr>
<tr>
<td>made for infrastructure projects and/ or (c)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>revenues appropriated&lt;sup&gt;10&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Entity for which the project was constructed/</td>
<td>7</td>
<td></td>
</tr>
<tr>
<td>developed, including its address, contact</td>
<td></td>
<td></td>
</tr>
<tr>
<td>person and contact details&lt;sup&gt;10&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Location</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Project cost, excluding land (Rupees Crores)</td>
<td>8</td>
<td></td>
</tr>
<tr>
<td>Date of commencement of project/ contract</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Date of Completion / Commissioning of Project</td>
<td>9</td>
<td></td>
</tr>
<tr>
<td>Equity shareholding (with period during which</td>
<td>10</td>
<td></td>
</tr>
<tr>
<td>equity was held)&lt;sup&gt;11&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whether credit is being taken for the</td>
<td>15</td>
<td></td>
</tr>
<tr>
<td>Eligible Experience of an Associate (Yes/</td>
<td></td>
<td></td>
</tr>
<tr>
<td>No)&lt;sup&gt;10&lt;/sup&gt;</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

<sup>9</sup> Please specify if project experience/construction experience/O& M experience

<sup>10</sup> Not applicable in case of projects for showcasing O & M experience

<sup>11</sup> Not applicable in case of projects for showcasing O & M experience
Instructions:

1. Applicants are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2 of the RFQ, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Annex-II of the Application. Applicants should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Applicant is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.

3. A separate sheet should be filled for each Eligible Project.

4. Member Code shall indicate NA for Not Applicable in case of a single entity Applicant. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.

5. Refer to Clause 3.2.1 of the RFQ for category number.

6. The total payments received/made and/or revenues appropriated for each Eligible Project are to be stated in Annex-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on (Refer Clause 2.2.13). For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 3.2.3.1. In case of Categories 3 and 4, payments made/received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.2.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.

7. In case of projects in Categories 1 and 2, particulars such as name, address and contact details of owner/Authority/Agency (i.e. concession grantor, counterparty to PPA, etc.) may be provided. In case of projects in Categories 3 and 4, similar particulars of the client need to be provided.

8. Provide the estimated capital cost of Eligible Project. Refer to Clauses 3.2.3 and 3.2.4.

9. For Categories 1 and 2, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3 and 4, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.

10. For Categories 1 and 2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 3.2.3).
11. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.

12. Certificate from the Applicant's statutory auditor or its respective clients must be furnished as per specified format below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Applicant/ Member/Associate may provide the requisite certification.

13. If the Applicant is claiming experience under Categories 1 & 2, it should provide a certificate from its statutory auditor in the format below:

```
Certificate from the Statutory Auditor regarding project experience

Based on its books of accounts and other published information authenticated by it, this is to certify that _________________ (name of the Applicant/Member/Associate) is/ was an equity shareholder in _________________ (title of the project company) and holds/ held Rs. ___________ cr. (Rupees ________________ crore) of equity (which constitutes ___________% of the total paid up and subscribed equity capital) of the project company from ________________ (date) to ________________ (date). The project was/is likely to be commissioned on ________________ (date of commissioning of the project).

We further certify that the total estimated capital cost of the project is Rs. ___________ cr. (Rupees ________________ crore), of which Rs. ___________ cr. (Rupees ________________ crore) of capital expenditure was incurred during the past five financial years as per year-wise details noted below:

____________________
____________________

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.2.1 and 3.2.3.3 of the RFQ during the past five financial years were Rs. ___________ cr. as per year-wise details noted below:

____________________
____________________

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

Date:
```

³ In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

⁴ Refer Clause 3.2.1 and 2.2.3 of the RFQ.

⁵ Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary. Statutory auditor means the entity that audits and certifies the annual accounts of the company.

⁶ Refer instruction no. 10 in this Annex-IV.

⁷ In case the project is owned by the Applicant company, this language may be suitably modified to read:

“It is certified that ________________ (name of Applicant) constructed and/ or owned the ________________.
14. If the Applicant is claiming experience under Category 3 & 4*, it should provide a certificate from its statutory auditors or the client in the format below:

**Certificate from the Statutory Auditor/Client regarding construction works**

Based on its books of accounts and other published information authenticated by it, (this is to certify that ……………………… (name of the Applicant/Member/Associate) was engaged by ………………… (title of the project company) to execute ……………….. (name of project) for ……………….. (nature of project)). The construction of the project commenced on ………….. (date) and the project was/ is likely to be commissioned on …………… (date, if any). It is certified that …………… (name of the Applicant/Member/Associate) received/paid Rs. ……….. cr. (Rupees ………………… crore) by way of payment for the aforesaid construction works.

We further certify that the total estimated capital cost of the project is Rs. ………. cr. (Rupees …………………. crore), of which the Applicant/Member/Associate received/paid Rs. ………. cr. (Rupees …………………. crore), in terms of Clauses 3.2.1 and 3.2.4 of the RFQ, during the past five financial years as per year-wise details noted below:

6.1.4 …………………
6.1.5 …………………
6.1.6 {It is further certified that the payments/ receipts indicated above are restricted to the share of the Applicant who undertook these works as a partner or a member of joint venture/ consortium.}
6.1.7 Name of the audit firm:
6.1.8 Seal of the audit firm: (Signature, name and designation of the authorised signatory).
6.1.9 Date:

Refer Clauses 3.2.1 and 3.2.4 of the RFQ.

* Provide Certificate as per this format only. Attach Explanatory Notes to the Certificate, if necessary.

Statutory auditor means the entity that audits and certifies the annual accounts of the company.

* In case the Applicant owned the Eligible Project and engaged a contractor for undertaking the construction works, this language may be modified to read: “this is to certify that ……………… (name of Applicant/Member/Associate) held 26% or more of the paid up and subscribed share capital in the……………. (name of Project company) when it undertook construction of the ………………. (name of Project) through ……………….. (name of the contractor).

€ This certification should only be provided in case of jobs/contracts, which are executed as part of a partnership/joint venture/consortium. The payments indicated in the certificate should be restricted to the share of Applicant in such partnership/joint venture/consortium. This portion may be omitted if the contract did not involve a partnership/joint venture/consortium. In case where work is not executed by partnership/joint venture/consortium, this paragraph may be deleted.

15. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.10, the Applicant should also provide a certificate in the format below:
Certificate from Statutory Auditor/ Company Secretary regarding Associate

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of _______________ (name of the Associate) is held, directly or indirectly, by ______________ (name of Applicant/ Consortium Member). By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause 2.2.10 of the RFQ.

A brief description of the said equity held, directly or indirectly, is given below:

[Describe the share-holding of the Applicant/ Consortium Member and the Associate]

Name of the audit firm:

Seal of the audit firm: (Signature, name and designation of the authorised signatory)

In the event that the Applicant/ Consortium Member exercises control over an Associate by operation of law, this certificate may be suitably modified and copies of the relevant law may be enclosed and referred to.

In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.
16. If the applicant is claiming O & M experience\textsuperscript{12} under Category 1 project, the applicant should provide certificates, for each of the project for which such experience is claimed, from its statutory auditor in the format below:

\begin{center}
\begin{tabular}{|c|}
\hline
\textbf{Certificate from Statutory Auditor/ Company Secretary regarding O & M experience \textsuperscript{\textcircled{\textdagger}}} \\
\hline
Based on its books of accounts and other published information authenticated by it, this is to certify that …………………….. (name of the Applicant/Member/Associate) was engaged by ……………………… (title of the project company) and has over the past 5 (five) financial years collected and appropriated revenues for services for operation and maintenance (O&M) of ………………… (name of project and project location)\textsuperscript{5}, which is a project of the nature of Category 1, as specified in Clause 3.2.1 \\
\hline
\end{tabular}
\end{center}

Name of the audit firm:

\textsuperscript{\textcircled{\textdagger}} Provide Certificate as per this format only

\textsuperscript{5} For each project for which O & M experience is claimed, the applicant should also submit appropriate substantiation with respect to aggregate capital cost of each such project, in order to facilitate evaluation with respect to O & M experience as per clause 2.2.3

17. It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Eligibility Score\textsuperscript{13}.

\textsuperscript{12} As per provisions of section 2.2.3 of this RFQ

\textsuperscript{13} Refer Clause 3.2.6 of the RFQ.
ANNEX -V

Statement of Legal Capacity

(To be forwarded on the letterhead of the Applicant/ Each Member of Consortium)

Ref. Date: __________

To,
***********
***********

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the application) satisfy the terms and conditions laid out in the RFQ document.

We have agreed that ________________ (insert member's name) will act as the Lead Member of our consortium.*

We have agreed that _______________ (insert individual's name) will act as our representative/ will act as the representative of the consortium on its behalf* and has been duly authorized to submit the RFQ. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorised signatory)

For and on behalf of __________________________

*Please strike out whichever is not applicable
APPENDIX II

Power of Attorney for signing of Application
(Refer Clause 2.2.5)

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

Know all men by these presents, We_________________ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr/ Ms (name), ________ son/daughter/wife of ___________ and presently residing at _______., who is presently employed with us/ the Lead Member of our Consortium and holding the position of ___________., as our true and lawful attorney (hereinafter referred to as the "Attorney") 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 application for pre-qualification and submission of our bid for the "Selection of developer for creation of construction of Silo Complex at Kaimur and Buxar through PPP on Design, Build, Finance, Own, Operate and Transfer (DBFOT) basis " (the “Project (s)”) proposed to be developed by the “Food Corporation of India Ltd.” (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Applications and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney 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 ________2___.

For

__________________________
(Signature, name, designation and address)

Witnesses:
1. (Notarised)
2. 
Accepted

________________________
(Signature, Name, Title 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 the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.

- 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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX III

Power of Attorney for Lead Member of Consortium

(Refer Clause 2.2.5)

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

Whereas the “Food Corporation of India Ltd.” ("the Authority") has invited applications from interested parties for the “Selection of developer for creation of construction of Silo Complex at Kaimur and Buxar through PPP on Design, Build, Finance, Own, Operate and Transfer (DBFOT) basis " (the "Project").

Whereas, ________________, ______________, _______________ and _______________ (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Qualification document (RFQ), Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ________________, having our registered office at ________________, M/s. ________________, having our registered office at ________________, M/s. ________________, having our registered office at ________________, and ________________, having our registered office at ________________, (hereinafter collectively referred to as the "Principals") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/S ________________ having its registered office at ________________, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "Attorney"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the concession/contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid for the Project and/or upon award thereof till the Agreement is entered into with the Authority.

Signature & Stamp of Applicant
AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney 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 Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ________ DAY OF ________ 2____

For ______________

(Signature)

_______________

(Name & Title)

For ______________

(Signature)

_______________

(Name & Title)

For ______________

(Signature)

_______________

(Name & Title)

Witnesses:

1. Notarised

2.

(Accepted)

(To be executed by all the Members of the Consortium)

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 the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- Also, wherever required, the Applicant should submit for verification the extract of the charter documents, and documents such as a board resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.
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, the Power of Attorney provided by Applicants from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.
APPENDIX IV

Joint Bidding Agreement

(Refer Clause 2.2.7(g))

(To be executed on Stamp paper of appropriate value)

THIS JOINT BIDDING AGREEMENT is entered into on this the _____ day of ____ 20__

AMONGST

1. {………… Limited, a company incorporated under the Companies Act, 1956/Companies Act 2013} and having its registered office at _______ (hereinafter referred to as the "First Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. {………… Limited, a company incorporated under the Companies Act, 1956/Companies Act 2013} and having its registered office at _______ (hereinafter referred to as the "Second Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. {………… Limited, a company incorporated under the Companies Act, 1956/Companies Act 2013} and having its registered office at _______ (hereinafter referred to as the "Third Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

4. {………… Limited, a company incorporated under the Companies Act, 1956/Companies Act 2013} and having its registered office at __________ (hereinafter referred to as the "Fourth Part" which expression shall, unless repugnant to the context include its successors and permitted assigns)\(^\text{14}\)

The above mentioned parties of the FIRST, SECOND and (THIRD and FOURTH) PART are collectively referred to as the "Parties" and severally referred to as a "Party"

WHEREAS,

A) The ________________, Food Corporation of India Ltd. (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited applications (the Applications) by its Request for Qualification No. ______ dated ______ (the "RFQ") for pre-qualification and short-listing of bidders for construction of Silo Complex at Kaimur and Buxar "(“Projects”) through public private partnership

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\(^{14}\) The number of Parties will be shown here, as applicable, subject however to a maximum of 6 (six).

B) The Parties are interested in jointly bidding for the Project (as members of a Consortium and in accordance with the terms and conditions of the RFQ document and other bid documents in respect of the Project, and

C) It is a necessary condition under the RFQ document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFQ.

2. Consortium

a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.

b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the "SPV") under the Indian Companies Act, 1956/Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Agreement when all the obligations of the SPV shall become effective;

b) Party of the Second Part shall be the {Technical Member / Member of the Consortium};

c) {Party of the Third Part shall be the Financial Member / Member of the Consortium; and}

d) {Party of the Fourth Part shall be the Operation and Maintenance Member/ Other Member of the Consortium.}
5. **Joint and Several Liability**

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFQ, RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. **Shareholding in the SPV**

   a) The Parties agree that the proportion of shareholding among the Parties in the SPV shall be as follows:

   - **First Party:**
   - **Second Party:**
   - **Third Party:**
   - **Fourth Party:**

   b) The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, Second and Third Part whose experience and networth have been reckoned for the purposes of qualification and short-listing of Applicants for the Project in terms of the RFQ.

   c) The Parties undertake that each of the Parties specified in Clause 6(b) above shall, at all times between the commercial operation date of the Project and the second anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.

   d) The Parties undertake that they shall collectively hold at least 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV at all times after the second anniversary of the commercial operation date of the Project.

   e) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

7. **Representation of the Parties**

Each Party represents to the other Parties as of the date of this Agreement that:

   a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;

   b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
i. require any consent or approval not already obtained;
ii. violate any Applicable Law presently in effect and having applicability to it;
iii. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
iv. violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

d) there is no litigation pending or, to the best of such Party’s knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not pre-qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Applicant is not pre-qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

9. Miscellaneous

a) This Joint Bidding Agreement shall be governed by laws of {India}.

b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.
Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.

3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

4. Where the Party is not a technical member or finance member as the case may be, strike out and retain as member.
APPENDIX V

Instructions for Online Bid Submission

As per the directives of Department of Expenditure, Ministry of Finance, Government of India this Bid document has been published on the Central Public Procurement Portal (CPP) (URL: http://eprocure.gov.in). The Applicants / 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 Applications / Bids in accordance with the requirements and submitting their Applications / Bids online on the CPP Portal.

More information useful for submitting online Applications / Bids on the CPP Portal may be obtained at:

https://eprocure.gov.in/eprocure/app.

REGISTRATION

1) Applicants / 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.

2) As part of the enrolment process, the Applicants / Bidders will be required to choose a unique username and assign a password for their accounts.

3) Applicants / 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.

4) Upon enrolment, the Applicants / Bidders will be required to register their valid Digital Signature Certificate (DSC) (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.

5) Only one valid DSC should be registered by a bidder. Please note that the Applicants / Bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

6) 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

1) There are various search options built in the CPP Portal, to facilitate Applicants / 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 Applicants / 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.

2) Once the Applicants / Bidders have selected the tenders they are interested in, they may
download the required documents / bid schedules. These tenders can be moved to the
respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the Applicants /
Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

3) The Applicants / Bidders 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 APPLICATION / BIDS

1) Applicant/ Bidder should take into account any corrigendum published on the tender
document before submitting their bids.

2) 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.

3) Applicant / 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. Application / Bid documents may be scanned with 100 dpi with black and white
option.

4) 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 Applicants / Bidders. Applicants / 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 application / bid submission process.

SUBMISSION OF APPLICATION / BIDS

1) The Applicant / 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. Applicant / Bidder will
be responsible for any delay due to other issues.

2) The Applicant / Bidder has to digitally sign and upload the required bid documents one by one
as indicated in the tender document.

3) The Applicant / Bidder has to select the payment option as “offline” to pay the tender fee /
EMD as applicable and enter details of the instrument.

4) The Applicant /Bidder should arrange the Processing Fee & EMD as per the instructions
specified in the Bid 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 documents. The details of the DEMAND DRAFT/PAY ORDER/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.

Applicants / Bidders are requested to note that they should necessarily submit their Applications / Bids in the format provided and no other format is acceptable.

The server time (which is displayed on the Applicants / Bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Applicants / Bidders, opening of bids etc. The Applicants / Bidders should follow this time during bid submission.

5) All the documents being submitted by the Applicants / 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.

6) The uploaded documents become readable only after the tender opening by the authorized bid openers of the Authority.

7) 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.

8) 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 APPLICANTS / BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Authority for a bid or the relevant contact person indicated in the tender.

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.