FOOD CORPORATION OF INDIA

Headquarters,16-20, Barakhamba Lane, New Delhi – 110001

REQUEST FOR PROPOSAL (Single stage two parts )

for

Selection of developer for construction of Food Grain Silos at various locations in West Bengal under Design, Build, Finance, Own and Operate (DBFOO) basis

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# DISCLAIMER

The information contained in this Request for Proposal document (the “RFP”) or subsequently provided to Bidder(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 Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not a agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their proposal (“Bids”) pursuant to the bidding documents including this RFP. This RFP 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 Bidder may require. This RFP 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 RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete. Each Bidder should therefore, conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(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 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 RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in this Bid Stage.

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

The Authority may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

The issue of this RFP does not imply that the Authority is bound to select a Bidder 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 Bidders or Bids without assigning any reasons whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid 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 Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

## GLOSSARY

|  |  |
| --- | --- |
| Authority | As referred to in Clause [1.1.1](#_bookmark5) |
| Associate | As referred to in Clause [2.2.1](#_bookmark25) |
| Base Year Bid (s) | As referred to in Clause [1.2.9](#_bookmark14) As referred to in Disclaimer |
| Bid Due Date | As referred to in Clause [1.1.10](#_bookmark8) |
| Bid Security | As referred to in Clause [1.2.6](#_bookmark13) |
| Bid Stage | As referred to in Clause [1.2.1](#_bookmark10) |
| Bidders | As referred to in Clause [1.2.2](#_bookmark11) |
| Bidding Document | As referred to in Clause [1.1.10](#_bookmark8) |
| Bidding Process | As referred to in Clause [1.2.1](#_bookmark10) |
| Concession | As referred to in Clause [1.1.3](#_bookmark6) |
| Concession Agreement | As referred to in Clause [1.1.3](#_bookmark6) |
| Concessionaire | As referred to in Clause [1.1.3](#_bookmark6) |
| Conflict of Interest | As referred to in Clause [2.2.1](#_bookmark25) |
| Damages | As referred to in Clause [2.2.1](#_bookmark25) |
| DBFOO | As referred to in Clause [1.1.1](#_bookmark5) |
| Estimated Project Cost | As referred to in Clause [1.1.7](#_bookmark7) |
| Financial Capacity Financial Proposal Financial Quote  Government | As referred to in Clause [2.2.3](#_bookmark29) (II) As referred to in Clause [1.2.1](#_bookmark10) As referred to in Clause [1.2.9](#_bookmark14)  Government of India |
| Joint Bidding Agreement | As referred to in Clause [2.2.9](#_bookmark33) (g) |

|  |  |
| --- | --- |
| Lead Member  LOA | As referred to in Clause [2.2.9](#_bookmark33)  As referred to in Clause 3.6.6 |
| Lowest Bidder | As referred to in Clause [1.2.9](#_bookmark14) |
| Member | Member of a Consortium |
| Networth  PPP | As referred to in Clause [2.2.7](#_bookmark32) (b)  Public Private Partnership |
| Project | As referred to in Clause [1.1.1](#_bookmark5) |
| Qualification Proposal  RFP or Request for Proposal | As referred to in Clause [1.2.1](#_bookmark10) As referred to in the Disclaimer |
| Rs or Re or INR | Indian Rupee |
| Selected Bidder | As referred to in Clause [3.6.2](#_bookmark70) |
| Subject Person | As referred to in Clause [2.2.1](#_bookmark25) |
| Threshold Technical Capacity | As referred to in Clause [2.2.3](#_bookmark29) (I) |
| Tie Bidders | As referred to in Clause [3.6.3](#_bookmark71) |

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. The words and expressions beginning with capital letters and not defined herein, but defined in the Concession Agreement, shall, unless repugnant to the context, have the meaning ascribed thereto therein.

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# Invitation for Proposal

## INTRODUCTION

* 1. Background
     1. The Food Corporation of India (“Authority”) has been appointed as a nodal agency by the Government of India for creation of modern storage capacity through construction of food grain silos of 4.5 lakh MT capacity at 9 locations (each a “Project”) under Design, Build, Finance, Own, and Operate (“DBFOO”) basis.
     2. The Authority has decided to carry out the bidding process for selection of private entities as the Bidders to whom the Projects may be awarded. The Authority invites Bidder to submit their bid(s) in accordance with the terms specified herein. The Bidder shall be selected based on the procedure mentioned herein. A Bidder can bid for more than one Project subject to the terms specified herein.
     3. The Selected Bidder, who undertakes to incorporate a SPV registered as a company incorporated under the Companies Act 2013 for execution of the agreement (the "Concessionaire") shall be responsible for procuring land for the Project and designing, engineering, financing, procurement, installation, construction, operation and maintenance of the Project and provision of services exclusively to the Authority under and in accordance with the provisions of a long-term concession agreement (the "Concession 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. The Concession Agreement sets forth the detailed terms and conditions for grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “Concession”), the mutual rights and obligations etc. The Concession Agreement forms part of the RFP.
     4. The Project, being the construction, operation and maintenance of the Silo Complex, shall comprise of sheet metal silos along with handling facilities comprising of bagging/bulking, conveying systems, cleaning, weighing, quality testing facilities, rail siding and related facilities as specified in the Standards and Specifications under Appendix VIII. The Concessionaire shall provide storage, preservation and handling services in the Silo Complex, on an exclusive basis to the Authority for the Concession Period which shall be 32 (thirty two) years including 2 (two) years for construction and 30 (thirty) years of operation. For the services provided by the Concessionaire, the Authority shall pay Fixed Storage Charges, Variable Storage Charges and Handling Charges to the Concessionaire as per the terms of the Concession Agreement. Under the Bid stage, the Authority invites Bidders to bid for the Fixed Storage Charges. The Variable Charges shall be a pre- fixed Charges as specified in the Concession Agreement. The Handling Charges will be a predetermined rate as specified by the Authority in the Concession

Agreement. The terms of the Concession Agreement shall be provided at this Bid Stage.

* + 1. Two configurations for the Silo Complex have been finalized by the Authority and have been specified for each location. The broad parameters of the two configuration options is summarized in the table below :

|  |  |  |  |
| --- | --- | --- | --- |
| Parameters |  | Option 1 | Option 2 |
| Long Term Silo Storage Capacity (Rated capacity) | | 50,000 MT | 50,000 MT |
| Intake | By Rail | - | In Bulk & Bag |
| By Road | In Bulk & Bag | In Bags |
| Offtake / Issue | By Rail | In Bulk & Bag | - |
| By Road | In Bulk & Bag | In Bulk & Bag |

* + 1. The Authority proposes to construct silos, as per specified silo option at the locations mentioned in the table below.

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Sr.  No. | Location | Revenue District | State | Capacity  (Metric Tons) |  | Required silo complex configurat ion |  | Reference Area |
| 1. | Durgapur | Paschim | West Bengal | 50,000 | Option 2 | | |  |
|  |  | Bardhaman |  |  |  | | |  |
| 2. | Murshidabad | Murshidabad | West Bengal | 50,000 | Option 2 | | |  |
| 3. | Birbhum | Birbhum | West Bengal | 50,000 | Option 2 | | |  |
|  |  |  |  |  |  | | | Within the |
| 4. | Balurghat | Dakshin Dinajpur | West Bengal | 50,000 | Option 2 | | |
|  |  |  |  |  |  | | | same revenue |
|  |  |  |  |  |  | | |
| 5. | West Midnapore | West Midnapore | West Bengal | 50,000 | Option 2 | | | district of the |
|  |  |  |  |  |  | | | location |
| 6. | Alipurduar | Alipurduar | West Bengal | 50,000 | Option 2 | | |
| 7. | Rangapani | Darjeeling | West Bengal | 50,000 | Option 2 | | |  |
| 8. | Dankuni | Hoogly | West Bengal | 50,000 | Option 2 | | |  |
| 9. | Mecheda | East Midnapore | West Bengal | 50,000 | Option 2 | | |  |

* + 1. The indicative capital costs (“Estimated Capital Cost”) for the Project, including land, financing cost and pre-operative expenses are about Rs 48 crores and 46 crores for Silo Complex with 50,000 MT capacity for configuration option 1 & 2 respectively. The Authority has estimated the indicative capital costs on certain assumptions and does not assume any responsibility for the accuracy / correctness of the indicative capital costs mentioned herein. The assessment of actual costs, however, will have to be made by the Bidders.
    2. The Selected Bidder shall identify the land parcel for the Project after the issue of LOA and procure the same within 150 (one hundred and fifty) days from the date of signing of the Concession Agreement with the provision to grant extension by further 30 days, on the written request of the selected bidder received within stipulated period of 150 days. The Selected Bidder shall provide details of the identified land parcel as per the format given in Appendix V of RFP, to be submitted after the signing of the Concession Agreement as part of Condition Precedent for verification only by the Authority. The land requirement for the Silo Complex including rail siding is minimum 11 acres for 50,000 MT Silo Complex for options 1 & 2. Additional land may be required for Project including rail and road connectivity of the silo complex which will also needs to be arranged by the Selected Bidder. The land parcel should meet the specifications laid down in the Concession Agreement. The land requirements for rail siding should be finalised in consultation with Indian Railways. The land parcel for the Silo Complex should meet the specification laid down in the Standards and Specifications which is part of the schedules of the Concession Agreement. The land on which the Silo Complex is proposed to be constructed, should be under registered ownership or under registered long term lease of minimum tenure of 35 (thirty five) years from the date of the Concession Agreement. The Concessionaire may need to procure land for Broad Gauge rail connectivity to the Silo Complex from government agencies, such as Ministry of Railways. In case the government agency offering such land provides the land for a period less than 35 (thirty five) years, the same shall not be considered as a default on behalf of the Concessionaire. The Concessionaire shall regularly renew the land lease/ license to ensure that the facility has rail connectivity till the end of the Concession Period.

Non-renewal of lease because of whatsoever reason shall be considered as the event of default by the developer and no payments shall be made thereafter.

* + 1. The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Concessionaire set forth in the Concession Agreement or the Authority’s rights to amend, alter, change, supplement or clarify

the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

* + 1. The Authority shall receive Bids online at <http://eprocure.gov.in/eprocure/app> pursuant to this RFP in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the “Bidding Documents”), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 for submission of Bids (the “Bid Due Date”).
  1. Brief description of Bidding Process
     1. The Authority has adopted an online single -stage two parts process accessible at <http://eprocure.gov.in/eprocure/app> (referred to as the “Bidding Process”) for selection of the Bidder for award of the Project. The Authority invites the Bidders to participate in the Bid Stage (the “Bid stage”). The Bid in response to the RFP shall be submitted in two parts, viz.:

PART 1: Qualification Proposal PART 2: Financial Proposal

The evaluation of the Bids shall be carried out in two parts:

* + - * PART 1: Opening and evaluation of Qualification Proposal: Qualification Proposal shall consist of all Appendix, Annexes and other supporting documents (“Qualification Proposal”) as stated under clause 2.11 that the Bidder is required to submit as part of the Bid. The Bidders shall be required to meet the Technical Capacity and Financial Capacity for undertaking the Project based on the criteria mentioned in the RFP. Financial Proposal of only those Bidders shall be opened, whose Bid is responsive as per Clause [3.2](#_bookmark64) and whose Qualification Proposal meets the criteria, as set out in this RFP.
      * PART 2: Opening and evaluation of Financial Proposal: Financial Proposal shall be the Financial Quote in form of Fixed Storage Charges in Rupees per ton per year, required by the Bidder for implementing the Project (“Financial Proposal”). The Bidder offering the lowest Fixed Storage Charges shall be the Lowest Bidder. On the basis of this evaluation process, Authority will issue a Letter of Award to the Selected Bidder.
    1. As part of the Bidding Process, the Bidders are being called upon to submit their Bids online at <https://eprocure.gov.in/eprocure/app> in accordance with the terms specified in the Bidding Documents (the “Bidders”). Bidders are requested to submit their Financial Quote online at <https://eprocure.gov.in/eprocure/app>in provided BOQ format. The Bid shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.
    2. The RFP can be downloaded from Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) by the Bidders. To download the RFP, the Bidders have to enroll on the website. The Bidders can download the RFP and then upload the Bid along with scanned copy of original signed documents as required under this RFP on or before the stipulated time on the Bid Due Date. The Financial Proposal will be accepted online only; the Qualification Proposal and other supporting documents shall be submitted online on or before the Bid Due Date and submitted physically in original as specified in this RFP within 3 working days from the Bid Due Date.
    3. The Bidding Documents include the Concession Agreement with its schedules which are annexed with this document and any Corrigendum/addenda issued subsequent to this RFP Document, shall be deemed to form part of the Bidding Documents.
    4. Along with the Bid, the Bidder shall pay to the Authority a processing fees of Rs. 11,800/- (Rupees Eleven Thousand and Eight Hundred Only) inclusive of Goods and Service Tax through RTGS/NEFT Other Electronic Mode in Authority’s bank account. Details of bank account of Food Corporation of India, HQ is CC A/c no. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi). The scanned copy of the RTGS/NEFT Other Electronic transaction confirmation receipt issued by the transferring bank should be uploaded along with online submission of the Bids at [https://eprocure.gov.in/eprocure/app.](https://eprocure.gov.in/eprocure/app)
    5. A Bidder along with its Bid is required to submit a bid security of Rs 58 (Fifty Eight) lakhs per Project of 50,000 MT (the “Bid Security”), refundable no later than 360 (three hundred and sixty) 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 Bid Security shall be in the form of a bank guarantee acceptable to the Authority in the format given in Appendix II and in such event, the validity period of the bank guarantee, shall not be less than 360 (three hundred and sixty) 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/Other Electronic Mode. Details of bank account of Food Corporation of India, HQ is CC A/c no. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi). The Bidder

has to submit the original bank guarantee to FCI within 3 working days from the Bid Due Date and also upload scanned copy of the bank guarantee/ RTGS/NEFT/Other Electronic transaction confirmation receipt on <http://eprocure.gov.in/eprocure/app> on or before the Bid Due Date. No interest shall be payable by the Authority on the Bid Security. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.

* + 1. Bidders are invited to examine the Project in 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.
    2. Under the Qualification Proposal, the Bidders would be required to furnish all the information to fulfill the Technical Capacity and Financial Capacity specified in this RFP. Only those Bidders that are qualified in conformance with clause [3.2](#_bookmark64), [3.3](#_bookmark66), 3.4,

[3.5](#_bookmark68) and 3.6 shall have their Financial Proposals opened for the location they have qualified for. The Financial Proposals of all the Bidders not satisfying the Technical Capacity and Financial Capacity shall not be opened.

* + 1. Under the Financial Proposal, Bidders are required to provide the Financial Quote in form of Fixed Storage Charge, in Rupees per ton per year, required by the Bidder for implementing the Project (“Financial Quote”). The Fixed Storage Charge, in Rupees per ton per year, to be quoted by the Bidder, will be applicable for the first financial year of operation (“Base Year”). The Fixed Storage Charge is payable by the Authority as per the terms of Concession Agreement. The Project shall be awarded to the Bidder quoting the Lowest Fixed Storage Charge. In this RFP, the term “Lowest Bidder” shall mean the Bidder who has quoted the lowest Fixed Storage Charge. In addition to the Fixed Storage Charges, the Authority shall pay Variable Storage Charges and Handling Charges to the Concessionaire as per the terms of the Concession Agreement. The Fixed Storage Charge, Variable Storage Charge and Handling Charges shall be revised annually with effect from April 1 every year, as per the terms of the Concession Agreement.
    2. Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may, in accordance with the process specified in Clause

[3.6.4](#_bookmark72) of this RFP, be invited to match the Financial Quote submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Quote of the Lowest Bidder, the Authority may, in its discretion annul the Bidding Process.

* + 1. A Bidder applying for one or more than one Projects should submit Financial Proposal for all the Projects under one BoQ as available on the portal as per the directions contained therein. The financial proposal shall be submitted on location wise priority as per Appendix-I.
    2. The Concessionaire shall, in consideration of its investment and services, be entitled to receive Fixed Charges, Variable Charges and Service Charges from the Authority for handling and storage of Food Grains
    3. Further and other details of the process to be followed at the Bid Stage and the terms thereof are spelt out in this RFP.
    4. Any queries or request for additional information concerning this RFP shall be submitted in writing or by fax and e-mail to the officer designated in Clause [2.11.3](#_bookmark49) below. The communication shall clearly bear the following identification/ title:

“Queries/Request for Additional Information: RFP for Selection of developer for construction of silo complex on DBFOO mode”.

* 1. Schedule of Bidding Process

The schedule for the bidding process is as follows:

|  |  |  |
| --- | --- | --- |
| Sl. No | Milestone | Date |
|  | Issue of RFP | *[September 17th, 2018]* |
|  |  |  |
|  | Pre-bid conference | *[September 24st, 2018, 15:00 Hrs]* |
|  |  |  |
|  | Last Date for Receiving queries | *[September 27th, 2018]* |
|  |  |  |
|  | Authority’s response to pre-bid queries | *[October 4th, 2018]* |
|  |  |  |
|  | Last Date for Submission of Proposals (Bid Due Date) | *[November 15th, 2018 15:30 Hrs.]* |
|  |  |  |
|  | Date for opening of Qualification Proposal | *[November 16th, 2018, 15:30 Hrs.]* |
|  |  |  |
|  | Date of opening of Financial Proposal | *90 calendar days from Issue of RFP(tentative)* |
|  | Issue of Letter of Award | *120 calendar days from Issue of RFP(tentative)* |
|  | Signing of Concession Agreement | *150 calendar days from Issue of RFP(tentative)* |

The Authority reserves the right to modify the above schedule at its discretion which will be binding on the Bidder.

VENUE :

Committee Room, 3rd Floor, Food Corporation of India – HQ 16-20 BARAKHAMBA LANE,

NEW DELHI 110001

## INSTRUCTION TO BIDDERS

1. GENERAL
   1. General terms of Bidding
      1. No Bidder shall submit more than one Bid per Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid for the same Project either individually or as a member of any Consortium, as the case may be. In the event, the Bidder is applying for more than one Project under this Bidding Process, the Bidder shall submit only one Qualification Proposal and submit Financial Proposal for all the Projects under one BoQ as available on the portal as per the directions contained therein.
      2. Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.
      3. Bidders are required to submit their Financial Quote online at <http://eprocure.gov.in/eprocure/app>in the provided format
      4. The Financial Quote shall be the Fixed Storage Charge, in Rupees per ton per year, required by the Bidder for implementing the Project and payable by the Authority as per the terms and conditions of this RFP and provisions of the Concession Agreement. Bidders applying for more than one location shall submit Financial Proposal for all the Projects under one BoQ as available on the portal as per the directions contained therein.
      5. The Bidder shall deposit a Bid Security of Rs 58 (Fifty Eight) lakhs per Project of 50,000 MT in accordance with the provision of this RFP. The Bidder shall provide the Bid Security in the form of a bank guarantee acceptable to the Authority, as per format at Appendix II or in form of RTGS/NEFT/Other Electronic transaction. The scanned copy of the bank guarantee and RTGS/NEFT/Other Electronic transaction confirmation receipt shall be uploaded along with the online Bid submission and the original bank guarantee should be physically submitted within 3 working days from the Bid Due Date at the address specified in Clause [2.11.3](#_bookmark49).
      6. The validity of the bank guarantee shall not be less than 360 (three hundred and sixty) 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. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid

Security shall be refundable no later than 360 (three hundred and sixty) 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.

* + 1. The Bidder should submit a Power of Attorney as per the format at Appendix III authorising the signatory of the Bid to commit the Bidder. The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self-attested photo copies of Power of Attorney should be physically submitted within 3 working days from the Bid Due Date at the address specified in Clause [2.11.3.](#_bookmark49)
    2. In case the Bidder is a Consortium, the Members thereof should furnish an additional Power of Attorney in favour of the Lead Member in the format at Appendix IV .The signed and scanned copy of the Power of Attorney shall be uploaded along with the online Bid submission and the original together with self-attested photo copies of Power of Attorney should be physically submitted within 3 working days from the Bid Due Date at the address specified in Clause [2.11.3](#_bookmark49).
    3. The bidder shall not incorporate any condition in the bid as any condition or qualification contained in the Bid shall render the Bid liable to rejection as a non- responsive Bid.
    4. The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
    5. The documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the properties of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause [2.1.11](#_bookmark23) shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
  1. Eligibility of the Bidder
     1. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have any Conflict of Interest shall be disqualified and in the event of disqualification, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated loss and damage likely to be suffered and incurred by the Authority and not by way of penalty for, inter alia, the

time, cost and effort of the Authority, including consideration of such Bidder’s proposal (the “Damages”), without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or the Concession Agreement or otherwise. Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

* + - 1. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any 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 a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5 (five) per cent of the subscribed and paid up and share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, 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 Section 2 sub section 72 of Companies Act, 2013. For the purposes of this Clause [2.2.1](#_bookmark25), 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.)](#_bookmark26) 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.)](#_bookmark27) 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

* + - 1. a constituent of such Bidder, is also a constituent of another Bidder; or
      2. such Bidder, or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or
      3. such Bidder is the same authorized signatory for purposes of this Bid as any other Bidder; or
      4. such Bidder, or any Associate thereof has a relationship with another Bidder, 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 Bid of either or each other; or
      5. such Bidder, 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.

*Explanation:* In case a Bidder is a Consortium, then the term Bidder as used in the Clause

[1.2.2](#_bookmark11) shall include each Member of such Consortium.

For the purpose of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ 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 the person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

* + 1. A Bidder shall be liable for disqualification if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Concession Agreement. In the event any such adviser is engaged by the Selected Bidder or the Concessionaire, as the case may be, after issue of the LOA or execution of the Concession Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Concession Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture

and appropriation of the Bid Security or Performance Security as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Concession Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire for the same . For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder, 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 RFP. 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.

* + 1. As part of the Qualification Proposal, the Bidders have to fulfil the following conditions:

1. Technical Capacity: For demonstrating technical capacity and experience (the “Technical Capacity”), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date have:
   1. paid for, or received payments for, construction of Eligible Project(s) as specified in Clause 3.3.3; and/ or
   2. paid for development of Eligible Project(s) as specified in Clause 3.3.2; and/ or
   3. collected and appropriated revenues from Eligible Project(s as specified in Clause 3.3.4,

such that the sum total of the above is more than Rs.46 crore ( Indian Rupees Forty Six Crore only) for project with capacity of 50000 MT (the “Threshold Technical Capacity”).

In the event the Bidder qualifies on any of the categories stipulated in Clause 2.2.3, the Bidder shall be eligible to bid for one or more Projects, subject to qualifying on Financial criteria. In clause 2.2.3 II

1. Financial Capacity: The Bidder shall have a minimum Net Worth (the “Financial Capacity”) of 25% (Twenty five percent) of the indicative cost of each project (refer clause 1.1.7) at the close of the preceding financial year. A Bidder which is applying for more than one Project shall have to qualify on the Financial Capacity for each Project individually.

In case of a Consortium, the combined technical capacity and Net Worth of those Members, who shall 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 2 (two) 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 of the SPV; and (ii) 5% (five per cent) of the Total Project Cost specified in the Concession Agreement.

* + 1. O&M Experience: In the event that the Bidder 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. In case of a Consortium, the combined Technical Capacity and Net Worth of those Members, who undertake 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 2 (two) years from the commercial operation date of the Project, hold equity share capital not less than 26% (twenty six per cent) of the subscribed and paid up equity of the SPV.
    3. The land shall be identified by the Selected Bidder after the issue of LOA and procured as part of the Condition Precedent. The Selected Bidder shall procure an adequate and contiguous parcel of land, free from encumbrances, as per the specifications laid down herein for the construction of the Project for each of the location being applied for.

1. The land requirement for the Silo Complex with capacity of 50,000 MT (option 1 & 2) is minimum 11 acres. This requirement would include minimum 4 acres for rail siding along the silo facility in all cases. Further, land / right of way may be required for Broad Gauge rail connectivity of the Project to the network of the Indian Railways, which would be in addition to the land requirement of 11 Acres. The land parcel should be sufficient for the Project to meet the specifications laid down in the Standards and Specifications as per the Concession Agreement. In event the right of way or lease in respect of land for rail connectivity is being provided, such right of way or lease should be for tenure not less than 35 (thirty five) years from date of Concession Agreement. The Concessionaire may need to procure land for rail connectivity to the Silo Complex, from government agencies such as Ministry of Railways, they shall make arrangements to procure such land from Railway Authority as

well as arrange rail connectivity before COD(Commercial Operation Date) of the Project. In case the government agency offering such land provides the land for a period of less than 35 (thirty five) years, the same shall not be considered as a default on behalf of the Concessionaire. However the Concessionaire shall ensure that the land lease/ license is regularly renewed to ensure that the facility has rail connectivity till the end of the concession period.

1. The land on which the Silo Complex is proposed to be constructed, should be under registered ownership or under registered long term lease of minimum tenure of 35 (thirty five) years from the date of the Concession Agreement. The Selected Bidder should have relevant permissions to allow for construction of Silo Complex, including rail siding and to carry out related activities
2. The land should be within the reference area of the location indicated in the Clause 1.1.6 being applied for by the Bidder.
3. The land should have good connectivity with the National Highway or Scheduled State Highways or a major district road or any other roads belonging to Government through a paved road with a width of not less than 7 meters. However, all such Government roads must be two-way pliable for heavy vehicles. In case the land parcel doesn’t have above mentioned requisite connectivity by way of paved road, the Selected Bidder shall make arrangements to construct paved road before COD (Commercial Operation Date) of the Project (For avoidance of doubt, the land parcel for the Silo complex should include land for rail siding and approach road also. However, if the procured land parcel is not connected through paved road, the same can be constructed before COD).
4. It is the express term of this RFP that any litigation, stay/injunction order from any Court, non-performance on the part of the owner / seller of the land, third party interests created or any other reason will not absolve the Selected Bidder from his obligation to acquire the specified land and submit the documents within the stipulated 150(one hundred and fifty) days from date of Concession Agreement.
5. The land shall remain in the ownership or in possession in case of lease, of the selected developer during the entire Concession period.
   * 1. The Bidder shall provide with its Bid, to be submitted as per the format at Appendix I, complete with its Annexes, the following:
6. certificate(s) from its statutory auditors1 as well as certificate (s) from its 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 submitted for evaluation of Technical Capacity as per Clause [2.2.3](#_bookmark29) (I) ; In case a particular job/ contract has been jointly executed by the Bidder (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 and from the client ; and
7. certificate(s) from its statutory auditors specifying the net worth of the Bidder, as per the Specified requirement , and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause

2.2.7 (b). For the purposes of this RFP, 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 share holders. For entities other than companies, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards.

The Bidder shall upload online scanned copies of the certificates as specified above along with the Bid while the original physical document shall be submitted within 3 working days from the Bid Due Date, failing which the Bidder shall be summarily rejected.

* + 1. Where the Bidder 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 Agreement and implement the Project. One SPV can implement one Project only.
    2. In case the Bidder is a Consortium, it shall, in addition to forming an SPV registered under the Companies Act, 2013, comply with the following additional requirements:

1. Number of members in a consortium shall not exceed 5 (five);
2. Subject to this provision above, the Bid should contain the information required for each member of the Consortium;

1 In jurisdictions that do not have statutory auditors, the firm of auditors (Chartered Accountant) which audits the annual accounts of the Bidder may provide the certificates required under this RFP.

1. 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 and IV, signed by all the other members of the Consortium;
2. the Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations;
3. an individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be member of any other Consortium;
4. the members of a Consortium shall form an appropriate SPV to execute the Agreement and implement the Project, if awarded to the Consortium; One SPV can implement one Project only. The other shareholders in the SPV should not have been disqualified under the criteria mentioned herein.
5. members of the Consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix VI (the "Joint Bidding Agreement"), for the purpose of submitting this Bid. The Joint Bidding Agreement, to be submitted along with the Bid, shall, inter alia:
   1. convey the intent to form an SPV with shareholding/ ownership equity commitment(s) in accordance with this RFP, 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;
   2. clearly outline the proposed roles and responsibilities, if any, of each member;
   3. commit the minimum equity stake to be held by each member;
   4. commit that each of the members, whose experience will be evaluated for the purposes of this RFP, 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 2 (two) 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;
   5. commit that the Lead Member shall, upon constitution of the SPV, subscribe to 26% (twenty six per cent) or more of the subscribed and paid up equity of the SPV at all times during the concession in the Project;
   6. members of the Consortium undertake that they shall collectively hold 100% (hundred 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; and
   7. 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 issue of Letter of Commencement for the Project upon satisfaction of all conditions precedent to commencement of concession is achieved in accordance with the Agreement; and
6. Except as provided under this RFP and the Bidding Documents, there shall not be any amendment to the Joint Bidding Agreement without the prior written consent of the Authority.
7. The Bidder, in case it is a Consortium, shall submit online scanned copy of the original Power of Attorney and Joint Bidding Agreement along with the Bid while the self-attested photo copies of document shall be submitted within 3 working days from the Bid Due Date, failing which the Bid shall be summarily rejected.
   * 1. Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (PPP or otherwise), and the bar subsists as on the date of Bid or blacklisted by the GST authorities, would not be eligible to submit a Bid, either individually or as member of a Consortium.
     2. A Bidder including any Consortium Member or Associate should, in the last 3 (three) years, have neither failed to perform on any contract, as evidenced by judicial pronouncement or arbitral award against the Bidder, 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 of contract by such Bidder, Consortium Member or Associate.
     3. In computing the eligibility under Clauses [2.2.3](#_bookmark29), (I) and (II), [2.2.5](#_bookmark30) and [2.2.6](#_bookmark31) of the Bidder/ Consortium Members, the Technical Capacity, Financial Capacity of their respective Associates would also be eligible hereunder.

For purposes of this RFP, Associate means, in relation to the Bidder/ Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member. 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.

* + 1. The following conditions shall be adhered to while submitting a Bid:

1. Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Appendix and Annexes is insufficient.;
2. information supplied by a Bidder(or other constituent Member if the Bidder is a Consortium) must apply to the Bidder, Member or Associate named in the Bid and not, unless specifically requested, to other associated companies or firms;
3. in responding to the qualification submissions, Bidders should demonstrate their capabilities in accordance with Clause [3.1](#_bookmark63) below; and
4. in case the Bidder is a Consortium, each Member should substantially satisfy the pre-qualification requirements to the extent specified herein
   * 1. While qualification is open to persons from any country, the following provisions shall apply:
5. Where, on the date of the Bid, 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital in a Bidder or its Member is held by persons resident outside India or where a Bidder or its Member is controlled by persons resident outside India; or
6. if at any subsequent stage after the date of the Bid, there is an acquisition of 25% (twenty five per cent) of the aggregate issued, subscribed and paid up equity share capital or control, by persons resident outside India, in or of the Bid or its Member;

then the Qualification of such Bidder or in the event described in sub clause

[(b)](#_bookmark35) above, the continued qualification of the Bidder 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 Bidder.

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, 1997, or any substitute thereof, as in force on the date of such acquisition.

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

* + 1. Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within 3 (three) months of the closing of the latest financial year of an Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 5 (five) years for technical capacity or 3 (three) years for financial capacity, as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder, mean the accounting year followed by the Bidder in the course of its normal business.
    2. The Bidder shall continue to be responsible for all claims and declarations made under its Bid for the entire Bidding Process and if selected under the Bid Process as Selected Bidder, throughout the Concession Period.
    3. This RFP is not transferable.
    4. Any award of Concession pursuant to this RFP shall be subject to the terms of Bidding Documents.
    5. Eligible Bidders are invited to submit Bids for the Projects. Bidders if applying for more than one Project shall submit one Qualification Proposal and separate Financial Proposal for each Project.
  1. Change in Ownership
     1. By submitting the Bid, the Bidder acknowledges that it is qualified and short-listed on the basis of Technical Capacity and Financial Capacity of those of its Consortium Members who shall, until the 2nd ( Second) anniversary of the date of commercial operation of the Project, hold equity share capital representing not less than: 26% (twenty six percent) of the subscribed and paid-up equity of the Concessionaire;. The Bidder further acknowledges and agrees that the aforesaid obligations as may be contained in the Concession Agreement, and a breach hereof shall, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement and dealt with as such

thereunder. For the avoidance of doubt, the provisions of this Clause [2.3.1](#_bookmark37) shall apply only when the Bidder is a Consortium.

* + 1. By submitting the Bid, the Bidder shall also be deemed to have acknowledged and agreed that in the event of a change in control of a Consortium Member or an Associate whose Technical Capacity and / or Financial Capacity was taken into consideration for the purposes of qualification under and in accordance with the RFP, the Bidder shall be deemed to have knowledge of the same and shall be required to inform the Authority forthwith along with all relevant particulars about the same and the Authority may, in its sole discretion, disqualify the Bidder or withdraw the LOA from the Selected Bidder, as the case may be. In the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed to be a breach of the Concession Agreement, and the same shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Concessionaire. In such an event, notwithstanding anything to the contrary contained in the Concession Agreement, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Contract and/ or the Concession Agreement or otherwise.
  1. Cost of Bidding
     1. The Bidders be responsible for all of the costs associated with the preparation of their Bids and their participation in the Bidding 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. Location / site visit, due diligence and verification of information
     1. Bidders are once again encouraged to submit their respective Bids after visiting the Project location, carrying out due diligence including on the site that would be proposed by the Bidder, ascertaining for themselves the site conditions, traffic, location, surroundings, feasibility of rail siding, climate, availability of power, water and other utilities for construction, access to site, handling and storage of materials, weather data, seismic data, applicable laws and regulations, and any other matter considered relevant by them.
     2. It shall be deemed that by submitting a Bid, the Bidder has:
        1. made a complete and careful examination of the Bidding Documents and the RFP;
        2. received all relevant information requested from the Authority;
        3. accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause [2.5.1](#_bookmark40) above;
        4. satisfied itself about all matters, things and information including matters referred to in Clause [2.5.1](#_bookmark40) hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder;
        5. carried out proper due diligence
        6. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause [2.5.1](#_bookmark40) hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Concession Agreement by the Concessionaire
        7. acknowledged that it does not have a Conflict of Interest; and
        8. agreed to be bound by the undertakings provided by it under and in terms hereof.
     3. 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 RFP, the Bidding Documents or the Bidding Process, including any error or mistake therein or in any information or data given by the Authority
  3. Verification and Disqualification
     1. Verification and Disqualification - The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP or the Bidding Documents and the Bidder shall, when so required by the Authority, make available all such information, evidence and documents as may be necessary for such verification. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority thereunder.
     2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

1. at any time, a material misrepresentation is discovered or established, or
2. does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the Bid, or
3. been blacklisted / barred by the GST authorities Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any Project or
4. bidder has failed to perform on any contract as evidenced by judicial pronouncement or arbitral award against the Bidder, Consortium Member or Associate as the case may be, or has been expelled from any project or contract by any public entity or any contract awarded to the Bidder/ constituent of the Consortium has been terminated on account of breach of contract by the Bidder

/ constituent of the Consortium, in the last three years.

1. Any member of the consortium or any of their associates have been convicted by a court of law and sentenced to imprisonment for period of three years or more.

Such misrepresentation / improper response shall lead to the disqualification of the Bidder. If the 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 Lowest Bidder gets disqualified/ rejected, then the Authority reserves the right to:

1. invite the remaining Bidders to submit their Bids in accordance with Clause

[3.6.4](#_bookmark72) and [3.6.5](#_bookmark73); or

1. take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Bidding Process.
   * 1. 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 qualification conditions have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder 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 Select Bidder has already been issued the LOA or SPV has entered into the Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the Selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages , without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Concession Agreement, or otherwise.
2. DOCUMENTS
   1. Contents of the RFP
      1. This RFP comprises the Disclaimer setforth hereinabove, the contents as listed below and will additionally include any Addenda issued in accordance with Clause [2.9](#_bookmark44).

Invitation for Bids Clause 1. Introduction

Clause 2. Instruction to Bidders Clause 3. Evaluation of Bids

Clause 4. Fraud and Corrupt Practices Clause 5. Pre-Bid Conference

Clause 6. Miscellaneous Appendices

1. Letter comprising the Bid, including Annexes.
2. Bank Guarantee for Bid Security
3. Power of Attorney for signing of Bid
4. Power of Attorney for Lead Member of Consortium
5. Details of Site/Land parcel
6. Joint Bidding Agreement for Consortium
7. Financial Quote
8. Standards & Specifications
9. Instruction for Online Bid Submission
   * 1. The Concession Agreement provided by the Authority as part of the Bid Documents shall be deemed to be part of this RFP.
   1. Clarifications
      1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause [1.2.14](#_bookmark15). They should send in their queries on or before the date mentioned in the Schedule of Bidding Process specified in Clause 1.3. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by fax or email. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.
      2. The Authority shall endeavour to respond to the questions raised or clarifications sought online by the Bidders. 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.

* + 1. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders by publishing it on its website [www.fci.gov.in](http://www.fci.gov.in/) as well as Central Procurement Portal (CPP) <https://eprocure.gov.in/eprocure/app> All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives shall not in any way or manner be binding on the Authority.
  1. Amendment of RFP
     1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
     2. Any Addendum thus issued will be published on <https://eprocure.gov.in/eprocure/app>
     3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, in its sole discretion, extend the Bid Due Date.

1. Preparation and Submission of Bids
   1. Format and Signing of Bid
   2. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects.
      1. The Financial Quote shall be filled online at <https://eprocure.gov.in/eprocure/app>in the prescribed format. A copy of all the other documents shall be scanned and uploaded and the original documents shall be physically submitted as specified in Clause [2.11.2](#_bookmark48) at the address specified in Clause [2.11.3](#_bookmark49).
      2. In the event the Bidder is submitting Bids for more than one project, the Bidder shall submit financial proposal as per financial quote template provided in Appendix VII.
   3. Submission of Bids,
      1. The Bid shall be submitted in two parts:
         1. Part 1: The Qualification Proposal shall consist of
            1. Appendix-I and Annexes : Original signed document to be submitted in physical form within 3 working days from the Bid Due Date and signed & scanned copy to be uploaded on or before the stipulated time on Bid Due Date;
            2. Bid processing fees in form of a RTGS/NEFT/Other Electronic transaction: scanned copy of the RTGS/NEFT/Other Electronic transaction confirmation receipt to be uploaded on or before the stipulated time on Bid Due Date
            3. Bid Security in form of a RTGS/NEFT/Other Electronic transaction or a Bank Guarantee as per APPENDIX-II: Original document to be submitted in physical form within 3 working days from the Bid Due Date and scanned copy to be uploaded on or before the stipulated time on Bid Due Date
            4. Power of Attorney for signing of Bid in the format at Appendix-III : Original document to be submitted in physical form within 3 working days from the Bid Due Date and scanned copy to be uploaded with Board Resolution if applicable, on or before the stipulated time on Bid Due Date;
            5. If applicable, the Power of Attorney for Lead Member of Consortium in the format at Appendix-IV additionally: Original signed document to be submitted in physical form within 3 working days from the Bid Due Date and scanned copy to be uploaded with Board Resolution if applicable, on or before the stipulated time on Bid Due Date;
            6. if applicable, Joint Bidding Agreement in the format at Appendix VI: Original signed document to be submitted in physical form within 3 working days from the Bid Due Date and scanned copy to be uploaded on or before the stipulated time on Bid Due Date
            7. Copy of the RFP document duly signed by the authorized signatory: To be submitted online on or before the Bid due Date and to be submitted in physical form within 3 working days from the Bid Due Date
            8. all other supporting documents mentioned in the RFP duly signed by the authorized signatory: To be submitted online on or before the Bid due Date and to be submitted in physical form within 3 working days the Bid Due Date
         2. Part 2: The Financial Proposal shall be submitted online only in the prescribed format on or before the stipulated time on Bid Due Date
      2. The original documents as required for physical submissions under Part 1 under

[2.11.1.a)](#_bookmark47) shall be placed in an envelope, which shall be sealed. The envelope shall clearly bear the following identification : “Bid for Construction of Silo under DBFOO mode – Qualification Proposal”

* + 1. The envelope under Clause [2.11.2](#_bookmark48) shall be addressed to

|  |  |
| --- | --- |
| ATTN. OF: | Mr. Rajat Sharma, General Manager (Silos). |
| ADDRESS: | Food Corporation of India, Headquarters, 2nd Floor, 16- 20, Barakhamba Lane New Delhi-110001 |
| Phone number | 011- 43527348 |
| Email id | [gmsilos.fci@gov.in](mailto:gmsilos.fci@gov.in) |

Additionally clarifications can also be sought from the following:

Mr. R.N. BHARGAVA - ADVISER (SILOS)

FOOD CORPORATION OF INDIA, HEADQUARTERS, NEW DELHI

Phone no: 011-43527353

* + 1. If the envelope is not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder.
    2. Bids in physical form (other than as specified above) submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.
  1. Bid Due Date
     1. Bid should be submitted on the CPP Portal with the specified physical submission at address provided in Clause [2.11.3](#_bookmark49) before specified time in the manner and form as detailed in this RFP. If the Bidder fails to submit all required documents in physical form on or before the stipulated time, the Bid shall be summarily rejected.
     2. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause [2.9](#_bookmark44) uniformly for all Bidders
  2. Late and Delayed Bids
     1. Bids received by the Authority after the specified time in the RFP shall not be eligible for consideration and shall be summarily rejected.
  3. Contents of the Bid
     1. The Bid shall be furnished in the format online and shall consist of Qualification Proposal comprising of all Appendix, Annexes and all supporting documents as mentioned in the RFP and Financial Proposal comprising of Financial Quote in form of Fixed Storage Charge to be quoted by the Bidder. The Bidder shall specify in Indian Rupees the Fixed Storage Charge for the Base Year to undertake the Project in accordance with this RFP and the provisions of the Concession Agreement. The Bid shall be accompanied with documents as specified in this RFP.
     2. Generally, the Project will be awarded to the Lowest Bidder.
     3. The opening of Bids and acceptance thereof shall be substantially in accordance with this RFP.
     4. The proposed Concession Agreement shall be deemed to be part of this RFP.
  4. Modifications/ Substitution/ Withdrawal of Bids
     1. The Bidder may modify, substitute or withdraw its Bid after submission, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date as per the CPP Portal Policy.
     2. Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought by the Authority, shall be disregarded.
  5. Rejection of Bids
     1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons therefor.
     2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.
  6. Validity of Bids
     1. The Bid shall remain valid for a period of 120 (one hundred twenty) days from Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.
     2. “In exceptional circumstances without prejudice to Clause - 5.2, prior to the expiry of the Bid Validity Period of 180 (One Hundred and Eighty) days, the Authority may request that the Bidders extend the period of validity for a specified additional period. A bidder may refuse such request without forfeiting its Bid Security. A bidder agreeing to the request will not be allowed to modify its Proposal, but would be required to extend the validity of its Bid Security for the period of extension and comply with the terms of this document in all respect.”
  7. Confidentiality
     1. Information relating to the examination, clarification, evaluation and recommendation for the Bidders 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 the Bid, 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 as required under the e-tendering process or 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.
  8. Correspondence with the Bidder
     1. Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

D.BID SECURITY

* 1. Bid Security
     1. The Bidder shall furnish as part of its bid, a Bid Security referred to in Clause

[2.1.5](#_bookmark19) and [2.1.6](#_bookmark20) of Rs. 58,00,000 (Rupees Fifty Eight Lakhs only) for each Silo Project of 50,000 MT capacity in accordance with the provisions of this RFP. The Bid Security shall be in the form of a bank guarantee issued by a Nationalised Bank, or a Scheduled Commercial Bank in India in favour of the Authority in the format at APPENDIX-II and having a validity period of not less than 360 (three hundred and sixty) 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 a bank guarantee, the same shall be deposited in the account

of the Authority through RTGS/NEFT/Other Electronic transaction. Details of bank account of Food Corporation of India, HQ is CC A/c no. 10220632672, IFSC Code No. SBIN0005943 (SBI, K.G. Marg, New Delhi). In case the bank guarantee is issued by a foreign bank outside India, confirmation of the same by any Nationalised bank in India is required. For the avoidance of doubt, Scheduled Bank shall mean a bank as defined under Section 2(e) of the Reserve Bank of India Act, 1934. The original document shall be submitted in physical form and a scanned copy shall be uploaded at the CPP portal.

* + 1. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
    2. Save and except as provided in Clauses [1.2.6](#_bookmark13), [2.1.5](#_bookmark19) and [2.1.6](#_bookmark20) the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding Process is cancelled by the Authority, and in any case within 360 (three hundred and sixty) days from the Bid Due Date.
    3. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Selected Bidder signing the Concession Agreement and furnishing the Performance Security in accordance with the provisions thereof.
    4. The Bid Security shall be forfeited and appropriated by the Authority as Damages *inter alia* in any of the events specified in Clause [2.20.6](#_bookmark61) herein below. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.
    5. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Concession Agreement, or otherwise under the following conditions :
       1. If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause [4](#_bookmark75) of the RFP;
       2. If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority;
       3. In the case of Selected Bidder, if it fails within the specified time limit –

1. to sign and return the duplicate copy of LOA unless Authority consents to extension of time for submission thereof;
2. to sign the Concession Agreement; or
3. to furnish the Performance Security as per Article 9 of the Concession Agreement; or
4. In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

## EVALUATION OF BIDS

* 1. Opening and Evaluation of Bids
     1. Only those Bidders who meet the eligibility criteria specified in Clause [2.2](#_bookmark24) above shall qualify for evaluation under this Clause [3](#_bookmark62). Bidders that do not meet these criteria shall be rejected.
     2. The Bidder’s competence and capability is proposed to be established by the following parameters:
        + Technical Capacity; and
        + Financial Capacity ;
     3. A Bidder’s eligibility shall be measured in terms of meeting the Technical Capacity and Financial Capacity. The Bidder needs to satisfy the requirements on all the two criteria. Only those Bidders who fulfill the Technical Capacity and Financial Capacity shall be eligible for evaluation of Financial Proposal.
     4. The Authority shall open the Bids at stipulated time on the Bid Due Date and at the place specified in Clause [2.11.3](#_bookmark49) and in the presence of the Bidders who choose to attend.
     5. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Clause [3](#_bookmark62).
     6. To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid.
  2. Tests of responsiveness
     1. Prior to evaluation of Bids, the Authority shall determine whether each Bid is responsive to the requirements of this RFP. A bid which is not responsive is non- responsive. A Bid shall be considered responsive only if:

1. It is received online as per terms of this RFP
2. it is received as per the prescribed format in physical and scanned forms as stipulated in this RFP;
3. it is received by the Bid Due Date including any extension thereof pursuant to Clause [2.12.2](#_bookmark51);
4. physical submission is signed and sealed and marked as stipulated in Clauses

[2.10](#_bookmark45) and [2.11](#_bookmark46);

1. it is accompanied by the processing fees as specified in Clause [1.2.5](#_bookmark12) submitted in the form as stipulated in this RFP;
2. it is accompanied by the Bid Security as specified in Clause [2.1.5](#_bookmark19) submitted in physical and scanned form as stipulated in this RFP ;
3. it is accompanied by the Power(s) of Attorney as specified in Clauses [2.1.7](#_bookmark21) and

[2.1.8](#_bookmark22) in physical and scanned forms as stipulated in this RFP ;

1. it contains all the information (complete in all respects) as requested in this RFP and / or Bidding Documents (in formats same as those specified);
2. it does not contain any condition or qualification; and
3. it is not non-responsive in terms hereof.
   * 1. The Authority reserves the right to reject any Bid which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid. Provided, however, that the Authority may, in its discretion, allow the Bidder to rectify any infirmities or omissions in form of clarification only against the information submitted, if the same do not constitute a material modification of the Bid.
   1. Technical Capacity for purposes of evaluation
      1. Subject to the provisions of Clause 2.2, the following experience would qualify as Technical Capacity and eligible experience (the “Eligible Experience”) in relation to eligible projects as stipulated in Clauses 3.3.2, 3.3.3 and 3.3.4 (the “Eligible Projects”):

PPP/Infrastructure Project experience on Eligible Projects in warehousing/storage sector or core sector that qualify under Clause 3.3.2 and or,

Construction experience on Eligible Projects in warehousing/storage sector or core sector that qualify under Clause 3.3.3 and or,

Operations and Maintenance experience on Eligible Projects in warehousing/storage or core sector that qualify under Clause 3.3.4

For the purpose of this RFP:

1. 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
2. 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.$
   * 1. For a project experience to qualify as PPP project experience in warehousing/storage sector or core sector:

$ 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.

1. It should have been undertaken as a PPP/Infrastructure 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 category even if it is not based on a long-term agreement with a public entity;
2. the entity claiming experience should have held, in the company owning the Eligible Project, a minimum of 26% (twenty six per cent) equity during the entire year for which Eligible Experience is being claimed;
3. the capital cost of the project should be more than Rs.4.60 crore (Indian Rupees Four crore Sixty lakh only) for project with capacity of 50000 MT ; and
4. the entity claiming experience shall, during the last 5 (five) financial years preceding the Bid 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.
   * 1. For a project experience to qualify as Construction experience in warehousing/storage sector or core sector, 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 Bid 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.4.60 crore (Indian Rupees Four crore Sixty lakh only) for project with capacity of 50000 MT 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 turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
     2. For a project experience to qualify as O&M experience in warehousing/storage sector or core sector, the Applicant should have paid for operation and maintenance or received payments from its client(s) for warehousing/Storage sector or core sector, during the 5 (five) financial years immediately preceding the Bid 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.4.60 crore (Indian Rupees Four crore Sixty lakh only) for project with capacity of 50000 MT shall not be reckoned as payments/receipts for Eligible Projects. For avoidance of doubt, in order to qualify for bidding for projects having capacity of 50000 MT the bidder should have payments/receipts of over Rs. 4.60 Crore (Indian Rupees Four crore Sixty lakh only) over the last 5 years.

3.3.4.1 The Bidder shall quote experience in respect of a particular Eligible Project only, even though the Bidder (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.

* + 1. All the Bidder fulfilling the Technical threshold Capacity subject to fulfillment of Financial Capacity shall be eligible for opening of their Financial Proposal.
  1. 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 Details of Experience

1. The Bidder should furnish the details of Eligible Experience for the last 5 (five) financial years immediately preceding the Bid Due Date.
2. The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-I. The Bidder should furnish the required Project specific information and documents in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-I.
   1. Financial information for purposes of evaluation
3. The Bid must be accompanied by the Audited Annual Reports of the Bidder (and of each Member in case of a Consortium) for the last 3 (three) financial years, preceding the year in which the application is made.
4. In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.
5. The Bidder must establish the minimum Net Worth specified in Clause [2.2.3](#_bookmark29) (II) and provide details as per format at Annex III of Appendix I.
6. In case of a consortium, the combined net worth (sum of net worth) of only those members, who have and shall continue to have at least 26% (twenty six percent) each in the SPV, shall be considered.
7. In the event the Bidder is applying for more than one project, the Net Worth of the Bidder shall be evaluated against sum of the minimum Net Worth criteria as specified in Clause [2.2.3](#_bookmark29) (II) as applicable for the Projects being applied for. In order to qualify for multiple projects, the Net Worth of the Bidder should be at least equal to the sum of the minimum Net Worth requirement for each of the project applied for as specified in Clause [2.2.3](#_bookmark29) (II). The Bidder shall qualify for the Projects in the order it is listed in the Bid as per format at Appendix-I.
   1. Selection of Bidder
      1. Subject to the provisions of Clause [2.16](#_bookmark55), the Bidder whose Bid is adjudged as responsive in terms of Clause [3.2.1,](#_bookmark65) would be evaluated to assess their Technical Capacity and Financial Capacity. Bidders qualifying on Technical Capacity and Financial Capacity shall be the Technically Qualified Bidders, subject to their Bids being responsive as per the Clause [3.2](#_bookmark64).
      2. Of the Technically Qualified Bidders, the Bidders who quotes the lowest Fixed Storage Charge shall be declared as the Selected Bidder (the “Selected Bidder”).
      3. In the event that two or more Technically Qualified Bidders quote the same Fixed Storage Charge (the “Tie Bidders”), all such Technically Qualified Bidders being the Lowest Bidder, the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
      4. In the event that the Lowest Bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the Authority may invite all the remaining Technically Qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Financial Quote of the aforesaid Lowest Bidder (the “second round of bidding”). If in the second round of bidding, only one Technically Qualified Bidder matches the Lowest Bidder, it shall be the Selected Bidder. If two or more Technically Qualified Bidders match the said Lowest Bidder in the second round of bidding, then the Technically Qualified Bidder whose Financial Quote was lower as compared to the other Bidder(s) in the first round of bidding shall be the Selected Bidder. For example, if the third and fifth Lowest Qualified Bidders in the first round of bidding offer to match the said Lowest Bidder in the second round of bidding, the said third Lowest Qualified Bidder shall be the Selected Bidder.
      5. In the event that no Technically Qualified Bidder offers to match the Lowest Bidder in the second round of bidding as specified in Clause [3.6.4](#_bookmark72), the Authority may, in its discretion annul the Bidding Process.
      6. After selection, a Letter of Award (the “LOA”) shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of Technically Qualified Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA, and the next eligible Technically Qualified Bidder may be considered as per Clause [3.6.4](#_bookmark72)
      7. After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within a period of 30 (thirty) days. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement. After issue of the LOA and signing of Concession Agreement, the Selected Bidder shall identify the land parcel and provide details of the land parcel to the Authority in the format specified in Appendix V with tentative layout of land parcel with proposed road connectivity for verification by the Authority.
   2. Contacts during Bid Evaluation
      1. Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award / rejection to the Bidders. While the Bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees / representatives on matters related to the Bids under consideration.

## FRAUD AND CORRUPT PRACTICES

4.1 The Bidders 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 a Bid without being liable in any manner whatsoever to the Bidder if it determines that the Bidder 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

* 1. Without prejudice to the rights of the Authority under Clause 4.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Concession Agreement, or otherwise if a Bidder or Concessionaire, as the case may be, 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, or after the issue of the LOA or the execution of the Concession Agreement as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Bidder, without the Authority being liable in any manner whatsoever to the selected Bidder or Concessionaire. In such an event, the Authority shall be entitled to forfeit the Bid Security or performance security, as the case may be as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or Concession Agreement, or otherwise.
  2. For the purposes of this Clause [4](#_bookmark75), the following terms shall have the meaning hereinafter respectively assigned to them:
     1. "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 [2.2.2](#_bookmark28), 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;

* + 1. "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;
    2. "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;
    3. "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
    4. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

## MISCELLANEOUS

* 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.
  2. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to;
     1. 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;
     2. consult with any Bidder in order to receive clarification or further information;
     3. retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or
     4. independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
  3. It shall be deemed that by submitting the Bid, the Bidder 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, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

# Appendices

# APPENDIX I

Letter Comprising the Bid for Qualification

*(Instruction - On the letter head of the Bidder/ Lead Member of the Consortium ; Signed copy to be scanned & uploaded on CPP Portal & original physical document submitted in sealed envelope)*

To,

The General Manager (Silos), Food Corporation of India

16-20, Barakhamba Lane, New Delhi – 110001

Sub: Selection of developer for construction of Food Grain Silos at various locations under Design, Build, Finance, Own and Operate (DBFOO) basis

Dear Sir,

1. With reference to your RFP document no dated , I/we, having examined the RFP document and understood its contents, hereby submit my/our unconditional and unqualified Bid for the project (s) in the order of priority for locations as given below and in case of getting qualified for less number of locations than applied for, Price Bid/Bids for qualified number of locations will be opened in respect of the priority given.

|  |  |  |
| --- | --- | --- |
| S.No2 | Location of Project | State in which project is located |
| 1. |  |  |
| 2. |  |  |
| 3. |  |  |
| 4. |  |  |
| 5. |  |  |
| 6. |  |  |
| 7. |  |  |

2 Rows may be added / deleted based on number of projects applied for. Project to be listed in order of preference/priority.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid and in Annexes I to V is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. 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.
3. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Qualification statement.
4. I/ We acknowledge the right of the Authority to reject our Bid 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.
5. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates

{or Technical Associate3} have neither been blacklisted/barred by the GST authorities/Central/State Government or any Public Sector Undertaking/Corporation nor have 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.

1. I/ We declare that:
   1. I/ We have examined and have no reservations to the RFP document, including any Addendum/corrigendum issued by the Authority;
   2. I/ We do not have any conflict of interest in accordance with Clause [2.2.1](#_bookmark25) of the RFP document;
   3. 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 [4.3](#_bookmark76) of the RFP 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
   4. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause [4](#_bookmark75) of the RFP 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.
2. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause [2.16.1](#_bookmark56) of the RFP document.

3Strike parts in curly parenthesis if not applicable.

1. 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 RFP document and are/ is qualified to submit a Bid.
2. I/We commit to develop the Project involving Silo Complex with rail siding at the location/locations mentioned in point no of Appendix I of this RFP. I/We understand that in the event we fail in acquiring the land within 150 days plus extension period of maximum 30 days, if issued by the authority from the date of the Concession Agreement as per the terms of the Concession Agreement, the Bid Security shall be liable to be forfeited by the Authority.
3. 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 qualification.
4. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law and sentenced to imprisonment for a period of 3 years or more..
5. 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.
6. 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 RFP, we shall intimate the Authority of the same immediately.
7. The Statement of Legal Capacity as per format provided at Annex V in Appendix I of the RFP 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 RFP, are also enclosed.
8. I/ We understand that the selected Bidder shall incorporate a Special Purpose Vehicle under the Companies Act, 2013, prior to execution of the Agreement.
9. 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 Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
10. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
11. I/ We hereby confirm that we shall comply with the O&M requirements specified in Clause 2.2.4
12. I/ We certify that in terms of the RFP, my/our Networth is Rs. (Rs. *in words*) and we meet the Threshold Technical Capacity and Financial Capacity prescribed in Clauses

[2.2.3](#_bookmark29) (I) and [2.2.3](#_bookmark29) (II) of the RFP document for the projects listed.

1. I / We herewith submit a Bid Security of Rs. (Rupees only) to the Authority in accordance with the RFP Document through
   1. Bank Guarantee No4. Date issued by for location \*\*\*\*\*
   2. Bank Guarantee No. Date issued by for location \*\*\*\*\*.
   3. Bank Guarantee No. Date\_ issued by for location \*\*\*\*\*
   4. Bank Guarantee No. Date issued by for location \*\*\*\*\*
   5. Bank Guarantee No. Date issued by for location \*\*\*\*\*
   6. Bank Guarantee No. Date issued by for location \*\*\*\*\*
2. 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.
3. I/We have downloaded the RFP for the captioned Projects from the website <https://eprocure.gov.in/eprocure/app>and are submitting our Bids as per prescribed format without any modifications.
4. I/We confirm that I/we have read the entire RFP document including appendix, annexes. Instructions, corrigendum and other documents as issued by the Authority on its website & CPP Portal in connection with this RFP document and I/we shall abide hereby the terms / conditions / clauses contained herein.
5. I/we confirm that the bid shall remain valid for a period of 120 (one hundred and twenty) days from the Bid Due Date extendable by another 60 (sixty) days at the sole discretion of the Authority.

In witness thereof, I/ we submit this Bid under and in accordance with the terms of the RFP document. The list of documents being submitted along with the Bid is listed below.

Yours faithfully,

Date:

(Signature, name and designation of the Authorised Signatory5)

Place:

(Name and seal of the Bidder/ Lead Member)

4 Add rows as per the no of locations selected for

5 Deleted.

The following supporting documents are being submitted along with the Bid:

|  |  |  |
| --- | --- | --- |
| Name of Document | Scanned copy submitted ( Yes/No) | Physical copy submitted ( Yes /No)  If original, please specify |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

*Note :Please add rows as required. Submissions as per specified formats should also be mentioned in the above table*

Signature of Authorised Signatory

Stamp of Bidder / Lead Member *Note : Copy of Government issued identification proof of Authorised signatory to scanned & uploaded as well as physically submitted*

# ANNEX I

Details of Bidder

*(Instruction: Signed copy to be scanned & uploaded on CPP Portal & original physical copy submitted in sealed envelope as per Clause* [*2.11*](#_bookmark46)*)*

1. Details of the Bidder / member of Consortium
   1. Name:
   2. Country of incorporation:
   3. Type of entity : Individual / Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
   4. Registered address :
   5. Address of the corporate headquarters and its branch office(s), if any, in India:
   6. Date of incorporation and commencement of business:
   7. Incorporation / Registration Number6 :
   8. Additional information/document to be submitted : Vendor master data as per ANNEX - VI shall be provided by the service provider along with the copy of GST registration certificate
2. Brief description of the Bidder 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:
   1. Name:
   2. Designation:
   3. Company:
   4. Address:
   5. Telephone Number/Mobile No:
   6. E-Mail Address:
   7. Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:

6 Where not applicable, PAN Number to be provided

* 1. Name:
  2. Designation:
  3. Company :
  4. Address:
  5. Telephone Number/Mobile No:
  6. Fax Number:

1. *(in case of Consortium)* Information regarding the role of each Member should be provided as per table below:

|  |  |  |  |
| --- | --- | --- | --- |
| Sl No: | Name of Member | Role\*  {Refer to clause [2.2.9](#_bookmark33)}7 | Percentage of Equity in the consortium  {Refer clause [2.2.9](#_bookmark33)} |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |

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

* 1. The following information shall also be provided for each Member of the Consortium: Name of Bidder / member of Consortium:

|  |  |  |  |
| --- | --- | --- | --- |
| Sno. | Criteria | YES | NO |
| 1 | Has the Bidder/ constituent of the Consortium been blacklisted / barred by the Central/ State Government, or any Public Sector Undertaking / Corporation, from participating in any contract)? |  |  |
| 2 | If the answer to 1 is yes, does the bar subsist as on the date of Bid? Provide details thereon |  |  |
| 3 | Has any contract awarded to the Bidder/ constituent of the Consortium has been terminated on account of breach of contract by the Bidder / constituent of the Consortium, in the last three years? |  |  |

7 All provisions contained in curly parenthesis i.e.{} shall be suitably modified by the Bidder to reflect the particulars relating to such Bidder

1. A statement by the Bidder 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):

Signature of Authorised Signatory

Stamp of Bidder / Lead Member

*Note*

*Strike out parts not applicable. Do not Delete In case of a Consortium:*

*a.*

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

*b.*

*The Joint Bidding Agreement & Power of Attorney as per Appendix III and IV , as envisaged in clause*

[*2.2.9*](#_bookmark33) *to be attached to the Bid..*

# ANNEX II

Technical Capacity of the Bidder@

*(Instruction: Refer to Clauses*[*2.2.3*](#_bookmark29) *(I) and* [*3.3*](#_bookmark66) *of the RFP - Signed copy to be scanned & uploaded on CPP Portal & original physical copy submitted in sealed envelope as per Clause* [*2.11*](#_bookmark46)*)*

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Bidder type#  (1) | Member Code **¥**  (2) | Project code**¥¥**  (3) | Experience£  (Equivalent Rs. crore)$$ | | |
| Payments made/ received for construction of Eligible Projects as per clause 3.3.3 | Payments made for development of Eligible Projects as per clause 3.3.2 | Revenues appropriated from Eligible Projects as per clause 3.3.4 |
| Single entity Bidder |  | a |  |  |  |
| b |  |  |  |
| c |  |  |  |
| d |  |  |  |
| Consortium Member 1 |  | 1a |  |  |  |
| 1b |  |  |  |
| 1c |  |  |  |
| Consortium Member 2 |  | 2a |  |  |  |
| 2b |  |  |  |
| 2 |  |  |  |
| Consortium |  | 3a |  |  |  |

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Member 3 |  | 3b |  |  |  |
| 3c |  |  |  |

Appendix I

Annex-II

*INSTRUCTIONS:*

*@Provide details of only those projects which qualify as Eligible Experience that have been undertaken by the Bidder under its own name and/ or by an Associate specified in Clause* [*2.2.12*.](#_bookmark34) *and/ or by a project company eligible under Clause 3.3. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 3.3.3and for Categories 3 include only those projects where the payments made/received exceed the amount specified in Clause 3.3.4. In case the Application Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.15.*

*# A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause* [*2.2.12,*](#_bookmark34) *shall be provided.*

*¥Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. 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*

*$ Refer Clause 3.3*

*£$$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 67.50 (Rupees sixty seven &*

*paisa fifty only) 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.*

# ANNEX III

Financial Capacity of the Bidder

*(Instruction: Refer to Clauses* [*2.2.3*](#_bookmark29) *(II)* and [3.5](#_bookmark68) *of the RFP ; Signed copy to be scanned & uploaded on CPP Portal & original physical copy submitted in sealed envelope as per Clause*[*2.11*](#_bookmark46)*)*

*(In Rs. crore***$***)*

Table 1:

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Bidder Type**$$** | Member  Code£ | Net Cash Accruals | | | | | Net Worth££ |
| (1) | (2) | Year 1  (3) | Year 2  (4) | Year 3  (5) | Year 4  (6) | Year 5  (7) | Year 1 (8) |
| Single Entity |  |  |  |  |  |  |  |
| Consortium Member 1 |  |  |  |  |  |  |  |
| Consortium Member 2 |  |  |  |  |  |  |  |
| Consortium Member 3 |  |  |  |  |  |  |  |
| TOTAL |  |  |  |  |  |  |  |

Name & address of Bidder’s Bankers:

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

**$$***An Bidder 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-IV of this Appendix-I.*

**££**

*The Applicant should provide details of its own Financial Capacity or of an Associate specified in Clause 2.2.15.*

*Appendix I Annex-III*

*Instructions:*

1. *The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:*
2. *reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Applicant is relying on its Associate’s financials;*
3. *be audited by a statutory auditor;*
4. *be complete, including all notes to the financial statements; and*
5. *correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).*
6. *Net Cash Accruals shall mean Profit After Tax + Depreciation.*
7. *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).*
8. *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 Bid Due Date falls within 3 (three) months of the close of the latest financial year, refer to Clause 2.2.15.*
9. *In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 2.2.8 (g) of the RFP document.*
10. *The Bidder shall also provide the name and address of the bankers to the Applicant.*
11. *The Bidder shall provide an 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 2.2.7 of the RFP documen**t.*

# ANNEX IV

Details of Eligible Projects

*(Instruction : Refer to Clauses* [*2.2.3*](#_bookmark29) *(I) and* [*3.3*](#_bookmark66) *of the RFP-)*

Project code: Member Code:

|  |  |  |
| --- | --- | --- |
| **Item**  (1) | **Refer Instruction**  (2) | **Particulars of the Project**  (3) |
| Title & nature of the project |  |  |
|  |  |  |
| Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP/Infrastructure projects and/ or (c) revenues appropriated | 6 |  |
| Entity for which the project was constructed/ developed | 7 |  |
| Location |  |  |
| Project cost | 8 |  |
| Date of commencement of project/ contract |  |  |
| Date of completion/ commissioning | 9 |  |
| Equity shareholding  (with period during which equity was held) | 10 |  |
| Whether credit is being taken for the Eligible Experience of an Associate (Yes/ No) | 14 |  |

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 3.3 of the RFP, as the case may be. Information provided in this Clause is intended to serve as a back up for information provided in the Bid. Bidders 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 Bidder 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 Bidder. 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.(deleted)

1. 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 2.2.15). 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 3.3. In case of Categories 3,4 and 5, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 3.3.4. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
2. In case of projects as per clause 3.3.3, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects as per clause 3.3.4, similar particulars of the client need to be provided.
3. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 3.3.3 & 3.3.4
4. For eligible projects as per clause 3.3.3, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3, 4 and 5, 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.
5. For eligible projects as per clause 3.3.3, 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 3.3).
6. 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.
7. Certificate from the Bidder’s statutory auditor$ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.
8. If the Bidder is claiming experience eligible projects as per clause 3.3.2, clause 3.3.3, clause 3.3.4 and 3.3.4.1 it should provide a certificate from the statutory auditor of the Applicant, or its Associate, in the format below:

Certificate from the Statutory Auditor (on letter head of Statutory Auditor)

Based on its books of accounts and other published information authenticated by it, this is to certify that *(name of the Bidder /Member/Associate)*

{is / was an {equity shareholder /stakeholder} in *(title of the project company)* and holds / held Rs. cr. (Inwords Rupees crore) of equity (which constitutes % of thetotal paidupand subscribed equity capital) of theprojectcompany from

*(date)* to *(date).\** The project was commissioned on  *(date of commissioning of the project)*. }

OR

{ ownsand operates *(title of the project).* Theprojectwascommissioned on

*(date of commissioning of the project)*. } *8*

We further certify that the total estimated capital cost, excluding land, of the project is Rs.

cr. (Rupees crore). OR

{ O/Mexperience *(title of the project).* The projectwascommissioned on

*(date of commissioning of the project)*. }

We further certify that the total estimated capital cost, excluding land, of the project is Rs.

cr. (Rupees crore) andreceived/paidfor operationandmaintenance of the Rs.

cr. (Rupees crore)

We further certify that the requisite details furnished in Annex-IV relating to the project are correct based on the published information.

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

Name of the audit firm: Seal of the audit firm: Date:

1. In the event that credit is being taken for the Eligible Experience of an Associate, as defined in Clause 2.2.12, the Applicant should also provide a certificate in the format below:

8 Select as appropriate

Certificate from Statutory Auditor/ Company Secretary regarding Associate$ (on letter head of Statutory Auditor/ Company Secretary)

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 Bidder / Consortium Member/ Associate)* is held, directly or indirectly, by *(name of Associate/ Bidder / Consortium Member)*.

By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate in terms of Clause [2.2.12](#_bookmark34) of the RFP.

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

*{Describe the share-holding of the Bidder / Consortium Member and the Associate. In the event the Associate is under common control with the Bidder / Consortium Member, the relationship may be suitably described and similarly certified herein }*

(Signature, name and designation of the authorised signatory)

Name of the audit firm: Seal of the audit firm: Date:

1. 15.

# 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.

Note: 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.

# ANNEX -V

Statement of Legal Capacity

*(Instruction : To be forwarded on the letterhead of the Bidder / Each Member of Consortium Signed copy to be scanned & uploaded on CPP Portal & original physical copy submitted in sealed envelope as per Clause* [*2.11)*](#_bookmark46)

Date:

To,

\*\*\*\*\*\*\*\*\*\*\*

\*\*\*\*\*\*\*\*\*\*\*

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the eligibility criteria and agree to abide by the terms and conditions laid out in the RFP 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 RFP. 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*

# ANNEX -VI

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

Comments:

1. The information at Sl. No. 8 to 16 needs to be provided for each of the supplying State separately to us.

## APPENDIX-II

Bank Guarantee for Bid Security per location9

*(Refer Clauses* [*2.20*](#_bookmark60)*)*

B.G. No. \*\*\*\*\*\*\*\*\*\*Dated:

* 1. In consideration of you, Food Corporation of India, having its head office at 16-20, Bharakhamba Lane, New Delhi 110001, India (hereinafter referred to as the “Authority”, which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of

…………………… (a company / partnership registered under ) and having its registered office at ………………………

(and acting on behalf of its Consortium) (hereinafter referred to as the “Bidder” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the ““Construction of Silo Complex Project at \*\*\*\*\*\*\*\*\*\* {*specify location*} under Design, Build, Finance, Own and Operate (DBFOO) basis” (hereinafter referred to as “the Project”) pursuant to the RFP Document dated issued in respect of the

Project and other related documents including without limitation the concession agreement (hereinafter collectively referred to as “Bidding Documents”), we

\*\*\*\*\*\*\*\*\*\* (Name of the Bank) having our registered office at ………………………

and one of its branches at (hereinafter referred to as the “Bank”), at

the request of the Bidder, do hereby in terms of Clause [2.1.5](#_bookmark19) read with Clause [2.1.6](#_bookmark20)

of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. \*\*\*\*\*\*\*\*\*\*\_ (Rupees *in words* only) (hereinafter referred to as the “Guarantee”) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfill or comply with all or any of the terms and conditions contained in the said Bidding Documents.

* 1. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
  2. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or

9 The Bidder should submit separate bank guarantee for each location

protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfill and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. \*\*\*\*\*\*\*10 (Rupees \*\*\*\*\*\*\*only11).

* 1. This Guarantee shall be irrevocable and remain in full force for a period of 360 (three hundred and sixty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as directed by the Authority from time to time, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
  2. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfillment and compliance with the terms and conditions contained in the Bidding Documents including, *inter alia*, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
  3. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
  4. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfillment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and

10 Amount in figure to be filled in

11 Amount in words. Should be same as the amount in figure

conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

* 1. Any notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
  2. We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
  3. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
  4. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
  5. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
  6. For the avoidance of doubt, the Bank’s liability under this Guarantee shall be restricted to Rs. \*\*\*\*\*\*\*\*\*\* (Rupees \*\*\*\*\*\*\*\*\*\*only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before [\*\*\* *(indicate date falling 360 days after the Bid Due Date*)].

Signed and Delivered by Bank

By the hand of Mr./Ms. …………………….., its and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)

APPENDIX-III

Power of Attorney for signing of Bid

*(Refer Clause* [*2.1.7*](#_bookmark21)*)*

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 bid for the \*\*\*\*\* Project proposed or being developed by the \*\*\*\*\* (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders’ 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 Concession 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 …………………….., 20.…..

For……………………………..

(Signature, name, designation and address)

Witnesses:

1.

2.

Accepted Notarised

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

*Notes:*

* *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and 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 Bidder 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 Bidder.*
* *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders 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 Appostille certificate.*

## APPENDIX-IV

Power of Attorney for Lead Member of Consortium

*(Refer Clause* [*2.1.8*](#_bookmark22)*)*

Whereas the \*\*\*\*\* (the “Authority”) has invited bids from qualified parties for the \*\*\*\*\* Project (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 Proposal 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 …………………, and M/s. …………………, having our registered office at , (hereinafter

collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorise 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”) and hereby irrevocably authorise 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 or any of such acts, deeds or things as are necessary or required or incidental to the submission of its bid for the Project, including but not limited to signing and submission of all applications, bids and other documents and writings, accept the Letter of Award, 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 Concession Agreement is entered into with the Authority.

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 ………….., 20.…

For ……………………...

(Signature, Name & Title) For …………...................

(Signature, Name & Title) For ………………………

(Signature, Name & Title)

(Executants)

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

Witnesses: Notarised

1.

2.

*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 Bidder 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 Bidder.*
* *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders 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 Appostille certificate.*

## APPENDIX – V

Details of Site/ Land parcel12

|  |  |
| --- | --- |
| Project Location |  |
| Name of the village/town / city where the land (site) is located |  |
| Survey numbers of the land parcel (site) detailing survey number wise area |  |
| Total area for creation of Silo facility |  |
| Total area for Broad Gauge Railway siding |  |
| Railway loading stations/block station and distance from of the Site from the same |  |
| Nearest National / State Highway and distance of the site from the same |  |
| Nature of possession of the land  - already owned / procured |  |
| Note – The selected bidder shall submit layout of land parcel super imposed over the survey map with details of survey number showing contiguity of land parcel and proposed rail & road connectivity. | |

Signature of Authorised Signatory Stamp of Bidder / Lead Member

12 To be submitted after signing of Concession Agreement by the selected bidder. Details to be provided for each location selected for.

# APPENDIX VI

Joint Bidding Agreement

*( (Instruction - Signed copy to be scanned & uploaded on CPP Portal & original physical copy submitted in sealed envelope; (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 one of the Members of Consortium)*

THIS JOINT BIDDING AGREEMENT is entered into on this the day of 20\_

AMONGST

1. ,{a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual }13 and having its registered

office at (hereinafter referred to as the "First Part or Lead Member" which expression shall, unless

repugnant to the context include its successors and permitted assigns)

AND

1. ,{a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at (hereinafter referred to as the "Second Part / Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

1. ,{a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at (hereinafter referred to as the "Third Part Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the FIRST, SECOND and THIRD 14PART are collectively referred to as the "Parties" and severally referred to as a "Party"

AND

1. ,{a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at (hereinafter referred to as the "Fourth Part / Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

13Parts in curly bracket ({}) need to be modified as required

1. ,{a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual } and having its registered office at (hereinafter referred to as the "Fifth Part / Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above mentioned parties of the {FIRST, SECOND,THIRD, FOURTH AND FIFTH)15PART are collectively referred to as the "Parties" and severally referred to as a "Party"

WHEREAS,

* 1. The Food Corporation of India (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 Bids (the Bids") by its Request for Proposal No. dated (the "RFP") for qualification and short-listing of bidders for construction of Silo Complex at different locations across the country on DBFOO basis (“Projects").
  2. The Parties are interested in jointly bidding for the Project (s) at \*\*\*\*\*\*\*\*\*\* *{mention location (s) of interest}* as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
  3. It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

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 RFP.

1. Consortium
   1. The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
   2. 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.
2. 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, 2013 for entering into an Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Agreement for the Project.

1. Role of the Parties

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

* 1. 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;
  2. Party of the Second Part shall be the Member / Member of the Consortium;
  3. Party of the Third Part shall be the Member / Member of the Consortium;
  4. Party of the Fourth Part shall be the Member/ Other Member of the Consortium; and
  5. Party of the Fourth Part shall be the Member/ Other Member of the Consortium.16

1. 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 RFP and the Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Agreement.

1. Shareholding in the SPV
   1. 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 :

Fifth Party :

* 1. 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 Bids for the Project in terms of the RFP.
  2. The Parties undertake that each of the Parties specified in Clause 6(b) above shall collectively, at all times between the commencement date of the Project and the second anniversary thereof, hold all the subscribed and paid up equity share capital of SPV.
  3. The Parties undertake that they shall collectively hold at least 51% (fifty one 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 throughout the concession period.

16 Strike out non-applicable part

* 1. The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

1. Representation of the Parties

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

* 1. 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;
  2. 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:
     1. require any consent or approval not already obtained;
     2. violate any Applicable Law presently in effect and having applicability to it;
     3. violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
     4. 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
     5. 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;
  3. this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
  4. 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.

1. 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 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 Bidder is not pre- qualified or upon return of the Bid Security by the Authority to the Bidder, as the case may be.

1. Miscellaneous
   1. This Joint Bidding Agreement shall be governed by laws of India.
   2. 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.

SIGNED, SEALED AND DELIVERED

For and on behalf of LEAD MEMBER by:

(Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

Four and on behalf of THIRD PART by:

(Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of SECOND PART by:

(Signature) (Name) (Designation) (Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of FOURTH PART by:

(Signature) (Name) (Designation) (Address)

*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 - VII

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

**Print HeIltpem Wise BoQ**



**Validate**



**Tender Inviting Authority: GM(Silo)**

**Name of Work:Selection of developer for construction of Food Grain Silos at various locations in West Bengal under Design, Build, Finance, Own and Operate (DBFOO) basis Contract No: Silos/315/WB Silos/2018**

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Bidder Name**  **:** |  | | | | | | |
| **PRICE SCHEDULE**  **(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only ) I/ We hereby submit the following Bid/Bids for undertaking the aforesaid Project at Base Unit Rates for Fixed Storage Charges per ton per year as mentioned against each locations in accordance with the Bidding Documents and the Concession Agreement:**  **$ Bidder shall fill up the amount only against the location applied for and should leave the columns against rest of the locations totally blank without putting '0' or ' -' .**  **$$ Bidder shall fill up the sequence of locations applied for piriority wise in Appendix I as in case of Bidder getting qualified for less number of locations than applied for , price bid/ bids of bidder for qualified number of locations will be opened in respect of the piriority given by the bidder in the RFP under Appendix-I at the time of submission of the bid and no request for change in the priority of locations will be entertained by the Authority. Note - Under Appendix -VII of RFP document may also be referred** | | | | | | | |
| **NUMBER #** | **TEXT #** | **TEXT #** | **NUMBER #** | **NUMBER #** | **NUMBER #** | **NUMBER #** | **TEXT #** |
| **Sl.**  **No.** | **Item Description** | **Item Code / Make** | **Quantity** | **Base Unit Rates for Fixed Storage Charges per ton per year BASIC RATE In Figures To be entered by the Bidder (inclusive of all taxes except GST)**  **Rs. P** | **TOTAL AMOUNT**  **Without Taxes** | **TOTAL AMOUNT**  **With Taxes** | **TOTAL AMOUNT**  **In Words** |
| **1** | **2** | **3** | **4** | **13** | **53** | **54** | **55** |
| 1 | **Locations** |  |  |  |  |  |  |
| 1.01 | Durgapur, West Bengal | item1 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.02 | Murshidabad, West Bengal | item2 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.03 | Birbhum, West Bengal | item3 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.04 | Balurghat, West Bengal | item4 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.05 | West Midnapore, West Bengal | item5 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.06 | Alipurduar, West Bengal | item6 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.07 | Rangapani, West Bengal | item7 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.08 | Dankuni, West Bengal | item8 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| 1.09 | Mecheda, West Bengal | item9 | 1.00 |  | **0.00** | **0.00** | INR Zero Only |
| **Total in Figures** | |  | | | **0.00** | **0.00** |  |
| **Quoted Rate in Words** | | **INR Zero Only** | | | | | |

*Note***:**

1. The base rate is applicable for the first Financial Year of the Operation Period.
2. The rate shall be quoted in Indian Rupee only.
3. The rates will be inclusive of all taxes (except GST). The GST would be borne by the FCI if applicable.
4. The rates quoted by the bidder in column bearing number 13 will only be taken into consideration for evaluation of Financial Quote. Column bearing no. 53 & 54 with heading ‘Total Amount without Taxes’ and ‘Total Amount with Taxes’ would not be relevant for the purpose of evaluation.
5. In case of any discrepancy/difference in the rate indicated in figures and words the rate in words will prevail and will be considered.
6. FCI reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN System.
7. This shall be ensured by the bidder that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.
8. FCI reserves the right to claim from the bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(S) on part of the bidder.
9. The bidder shall confirm that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI.
10. FCI reserves the right to forthwith cancel any supplies under this quote if the bidder is blacklisted by the GST authorities.

(Signature of Authorised Signatory) Stamp of Bidder/Lead Member

# APPENDIX VIII

*Standards & Specifications*

1. Project Background - Conceptual Plan and Silo Layout

Introduction

This Clause lays down the conceptual plan, components and layout for the silo complex for bulk storage. The silo complex, including silo storage, handling facility along with rail siding, should be designed and built with the following objectives :

* + Ensure safe long term storage with minimum loss in quality of Food Grain
  + Efficient handling of Food Grain with minimum losses
  + Integration with present collection and distribution systems of FCI
  + Optimize capital investment
  + Enable efficient operation and maintenance
  + Ensure safety and security

Options for Configuration of Silo Storage Complex

While the silo complex will provide facility for safe long term storage for Food Grain in all facilities, the handling requirement will vary depending upon the location of the silo. The silo facilities will be located in

1. wheat producing and b) wheat consuming areas. The handling facility will vary with the location of the silo in either of the areas Keeping these factors in consideration, two options for silo configuration are recommended.

The Option 1 for silo complex facility, to be located in Food Grain producing areas, will have facility for receiving Food Grain in bulk and bagged form by road and off take / issue in bulk and bagged form and by rail and road. The Options 2, to be located in wheat consuming areas, will have facility for receiving Food Grain in bulk and bagged form by rail and road and off take / issue in bulk and bagged form by road.

The Option 1 for silo complex facility to be located in Food Grain producing areas and Option 2 for silo complex facility, to be located in wheat consuming areas, will have long term silo storage of 50,000 MT.

The salient differentiating features of the abovementioned options for silo configuration is presented in the table below. The conceptual layout plans with major components of each option are discussed in detail in the following sections.

The applicable Standard & Specification will be as applicable to the Silo Complex Configuration stated in Schedule B in the Concession Agreement.

Table 1 : Option for Silo Storage Configuration

|  |  |  |  |
| --- | --- | --- | --- |
| Parameters |  | Option 1 | Option 2 |
| Long Term Silo Storage Capacity | | 50,000 MT | 50,000 MT |
| Intake | By Rail | No | In Bulk & Bag |
| By Road | In Bulk & Bag | In Bags ( at the railway siding intake) |
| Off take / Issue | By Rail | In Bulk & Bag | No |
| By Road | In Bulk & Bag | In Bulk & Bag |

Silo Complex Layout: Option 1

The Silo Complex will have the following components :

* 1. Separate Entry and exit for the vehicles
  2. Electronic Weigh bridges for gross and tare weight at the middle of the entry and exit
  3. Truck parking for about 20nos., 3-axle trucks, 4 cars and 24 two-wheelers
  4. Administration office at a suitable location
  5. Laboratory for quality testing
  6. Unloading station for receiving the bags for bulking or bulk trolleys
  7. Pre Storage silos and its material handling equipments
  8. Process tower
  9. Long term storage silos
  10. Fumigation system
  11. Bulk Truck loading system
  12. Bagging facility and bags storage warehouse
  13. Railways siding (Broad Gauge)
  14. Rake loading system for bulk rake having pre shipping silos.
  15. Electrical Sub station
  16. Pump house and work shop
  17. Fire fighting system
  18. Rain water harvesting
  19. Provision of power backup to run the plant and equipment
  20. Approach Road from NH/SH/Distt. Road.

Figure 1 : Plan & Elevation for Option 1 (Indicative)

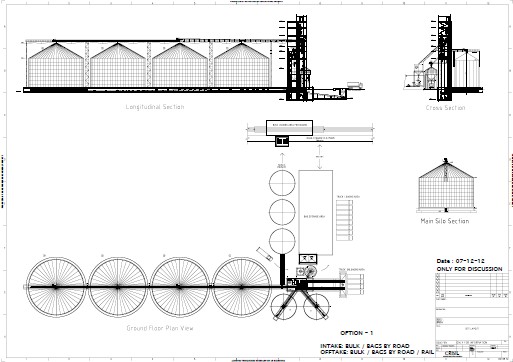
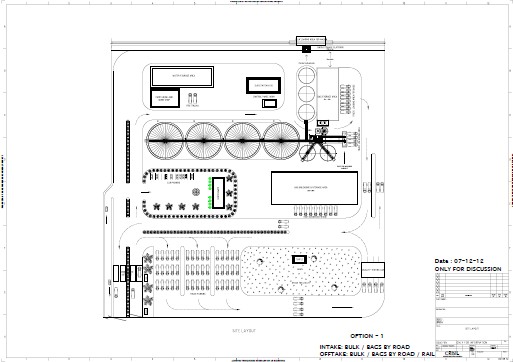


Figure 2 : Facility Layout for Option 1 (Indicative)



Silo Complex Layout: Option 2

The Silo Complex will have the following components:

1. Separate Entry and exit for the vehicles
2. Electronic Weigh bridges for gross and tare weight at the middle of the entry and exit
3. Truck parking for about 20nos. 3-axle trucks, 4 cars and 24 two-wheelers
4. Administration office at a suitable location
5. Laboratory for quality testing
6. Unloading station for bulk rake or bagged rake bulking and truck unloading from road transport.
7. Receiving silos and its material handling equipments
8. Process tower
9. Long term storage silos
10. Fumigation system
11. Weighing and Bagging system
12. Bags storage warehouse
13. Bulk Truck loading system
14. Railways siding (Broad Gauge)
15. Bagged cargo loading system
16. Electrical Sub station
17. Pump house and work shop
18. Fire fighting system
19. Rain water harvesting
20. Provision of power backup to run the plant and equipment
21. Approach Road from NH/SH/Distt. Road.

Figure 3 : Plan & Elevation for Option 2 (Indicative)

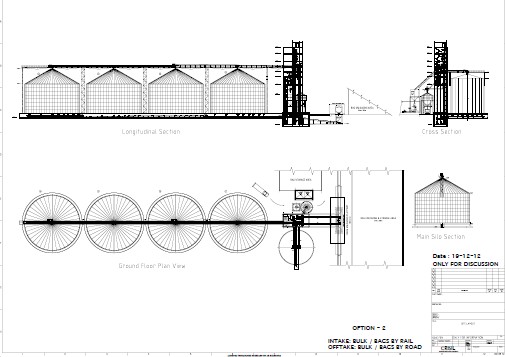
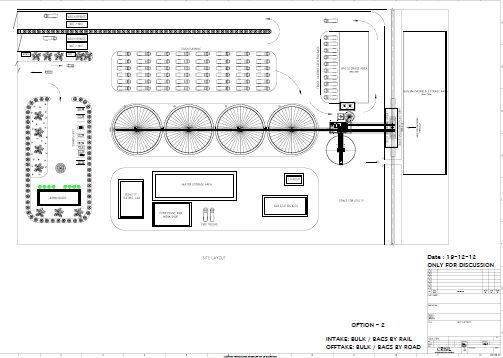


Figure 4 : Facility layout for Option 2



1. General Silo Storage requirement and Specifications

Introduction

The silo facility options recommended in Clause 2 will use combination of four types of silos - Long Term Storage Silos, Pre Storage silos, Pre Shipment silos and Receiving silos.

All long term storage silo will have capacity of 12,500 MT each. In case of a 50,000 MT silo facility capacity under Option 1, two pre storage silos of 250 MT each, four long term storage silos of 12,500 MT each and one Pre Shipping silos of 4000 MT is recommended. In case of a 50,000 MT under Option 2, one receiving silo of 4000 MT and four long term storage silos of 12,500 MT each is recommended.

|  |  |  |
| --- | --- | --- |
|  | Option 1 | Option 2 |
| Long Term Storage Silos | 4 silos of 12,500 MT for  50,000 MT capacity | 4 silos of 12,500 MT for  50,000 MT capacity |
| Pre-storage silos | 2 silos of 250 MT each | - |
| Pre-shipment silos | 1 silo of 4000 MT | - |
| Receiving silos | - | 1 silos of 4000 MT |

All the silos are required to be galvanized corrugated bolted sheet metal structures or made of any other equivalent sheet metal to achieve the output parameters. The silos should have flat bottom with sweep augur except for 250 MT capacity pre-storage silos which should be hopper bottom, with its loading system from the top and discharge or reclaim from the bottom by gravity. The silo facility should be constructed in a manner that protects the silos & other equipment from water accumulation or flooding.

The silo facility discussed herein is to be used for storage of wheat grain. The wheat is granular free flowing free from larger impurities is supposed to be stored. The bulk density for Indian wheat is about 750 Kg per cubic meter having compaction factor of about 5%. The volume of the 12500 MTs silo will be about 16666 meter cube. The diameter, eave height and overall height could be decided by the operator around these parameters keeping the hydrostatic pressure on the wheat at a optimum levels.

Components of Silo

|  |  |
| --- | --- |
| Essential Components of Silos Storage | Requirements |
| Galvanized corrugated Bolted Sheet metal silos having hot dip galvanizing of not less than 350gm/meter sq. or made of any other equivalent sheet metal to achieve the output parameters capable of lasting for atleast 30 years | Water Tight and relatively air tight |
| Aeration fans and aeration floor | Double F or Double H or 100% aeration floor, aeration fans having capacity between 4.5 to 6 meter cube per hour per ton |
| Temperature monitoring system | 12500 MTs silos should have 13 to 15 temperature cables having 9 to 11 temperature sensors |
| Stationary vents and mechanical ventilators | Sufficient stationary vents for perpetual ventilation  and mechanical ventilators to safeguard the |

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| --- | --- |
|  | condensation at the head space of the silos |
| Provision for Fumigation | A close loop fumigation system either from the aeration fans or a separate phosphine generator |
| Wheat shifting system | Material handling system enabling shifting of wheat from one silo to another incase it is required to cool the wheat to atmospheric temperature |
| Internal Process Quality Control (IPQC) | Material Handling system should have provision to re circulate the wheat for drawing the samples for lab analysis required for IPQC |

Capacity requirements at Silo Complex

The Concessionaire shall make available the following facilities available as part of the Project from the COD :

|  |  |
| --- | --- |
| Silo Complex Configuration | [ Option 1 / Option 217 |
| Long Term Storage Silos | 418 numbers of flat bottom sheet metal silos, each of 12,500 Metric Ton built as per Standards and Specifications totaling to a Capacity of 50,00019Metric Ton (MT)  Each of the Long Term Storage Silo shall be fitted with stationary vents and mechanical ventilators, aeration fans and aeration floors and temperature monitoring system  The Long Term Storage Silos are to be top loading and bottom discharge. The intake capacity of the conveying system attached to each of the Long Term Storage Silo should be minimum 150 Tons Per Hour (TPH) and discharges of the silos including the discharge by sweep augur at minimum 60 Tons Per Hour (TPH). |
| Truck parking area | Of area sufficient to allow for parking of 20nos., 3-axle trucks, 4 cars and 24 two- wheelers |
| Lorry Weighbridge | [2]20 numbers of weighbridge with minimum weighing capacity of 60 MT |

17Configuration Option as per the Bid Documents

18 4 silos in case of Option 1 &2

19 50,000 MT in case of Option 1 & 2

20 2 nos in Configuration Option 1 & 2

|  |  |
| --- | --- |
| Laboratory for quality testing | Laboratory equipped to test at least 40 samples per hour as per the FAQs (Fair Average Quality) parameters  Testing facilities including, but not limited to, moisture meter, Dockage testing, Sample divider, sensitive lab scale, sieve sets, a foot long sample probes, four feet long sample probes and oven for moisture calibration |
| Grain intake system # | Grain intake system comprising of unloading station with dump pits arrangement comprising of four hopper bins covered with MS grating suitably connected through a conveyor to Pre-Storage Silos.  The unloading station should be at ground level and have minimum dimension of 16 meters by 3 meters. The Food Grains in bags are to be opened at the unloading station and unloaded into the dump pit while the Food Grain in bulk at to directly unloaded into the dump pit.  The unloading area should have at least one hydraulic tippler of dimension 3 meters by 9 meters.  The conveying system should comprise of two chain or belt conveyors & should have combined capacity of at least 150 Tons per hour (TPH).  The hopper discharge should have regulator valve gate to regulate the discharge of Food Grain.  A suitable shed to protect the unloading station from rain to be provided.  Dust suppression system to prevent dust from dumping operations to get air borne. |
| Pre-storage silos  # | 2 hopper bottom silos of 250 Metric Tons (MTs) each equipped with stationary vents, aeration fans along with a provision of fumigation.  The intake capacity of silos should be minimum 150 Tons Per Hour (TPH) and discharge should be at minimum at 150 Tons Per Hour (TPH).  Top chain conveyors to have access from ground by ladder and be equipped with catwalk for facilitating inspection. |
| Process Tower | Comprising of Cleaner and online weigher of minimum 150 Tons Per Hour (TPH) capacity to be sequenced vertically in a tower along with the provision of bag filter in one of the floor and separate dust collection bins on the ground floor |
| Bulk Truck Loading System | One silo of minimum 50MTs to be provided beside the Process Tower having the flow from the online weigher with discharge for loading trucks in bulk |

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| Bagging system @ | Semiautomatic weigher and bagger mechanism is required which can be two stations of 30 Tons Per Hour (TPH), with individual surge bins of 50 MTs each |
| Rake Bulk Loading system # | 1 (one) flat bottom sheet metal silo of 4000 MT capacity (“Pre-shipping Silos”) having aeration floor, aeration fans, temperature monitoring system, and provision of fumigation connected through two material handling system in a combination comprising of chain conveyors and bucket elevators, each with handling capacity 350 Tons Per Hour (TPH), online weigher of matching capacity and rake loading system of 1400 Tons Per Hour (TPH). |
| Bulk Rake Unloading System @ | Unloading system shall comprise of a dump pit having two hopper of about 50 MT each connected through a chain conveyor & bucket elevator to the Receiving Silo.  Each conveying system shall be of capacity 350 Tons Per Hour (TPH) adding up to total capacity of 700 Tons Per Hour (TPH).  The Receiving Silo to be a flat bottom sheet metal silo of 4000 MT having aeration floor, aeration fans and provision of fumigation.  *The dump pit of the Bulk Rate Unloading System to be also used in case Food Grain received in bagged form by rake .* |
| Bag Storage Warehouse | Warehouse of covered storage capacity of atleast 200 MT and a CAP storage capacity of 500 MT of foodgrain is required. The Warehouses should comply with warehouse related norms of Food Corporation of India / Central Warehousing Corporation.  The Warehouse should have good cross ventilation and have the requisite plinth level and should be rodent and fire proof. |
| Rail Siding | The terminal with the Broad Gauge railway track shall be as per the Private Freight Terminal Policy of Indian Railway as the concessionaire would be allowed to handle goods other than that of FCI. The track inside the terminal shall be built as per the specifications of Indian Railways. As far as possible, the unloading dump pit should be at the entrance of the siding to accommodate the full rake length inside the terminal. |
| Road Connectivity | The Silo complex should have good connectivity with the National Highway or Scheduled State Highway or a major District Road or any other roads belonging to Government through a paved road with a width of not less than 7 meters.  However, all such Government roads must be two-way pliable for heavy vehicles. |
| Fumigation system | A closed loop fumigation system, either from the Silos’ aeration fans or separate centrifugal fan or a separate phosphine generator |

*# - In silos in procuring regions ( Silo Configuration Option 1)*

*@ - In silos in consuming regions (Silo Configuration Option 2)*

1. Design basis & Specifications for all disciplines

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| --- | --- | --- | --- |
| Sr no | Component | Requirement & Specifications | BIS/International Standard |
| 1 | Land Requirement | For option 1 & 2 for silos complex minimum 7 acres for 50,000 MT capacity for Broad Gauge railway siding minimum 4 acres. Additional land may be required depending upon the site and the design proposed by the Concessionaire. The plot should have good connectivity from State or National highways or major District Road. |  |
| 2 | Boundary wall with separate entry and exit | 1.8 meter high boundary wall made of bricks/stone and mortar having  0.75 meter concertina wire coils protected from outside intrusion | The guideline for construction should be taken from BIS Hand Book on Masonry Design and Construction section 5.5.2.1 or other relevant section |
| 3 | Electronic Weigh Bridges for gross & tare weight | Pit less or pit type having steel platform with minimum 8 load cells. It should be at least 16 meter long and capable of weighing minimum 60 MT load. For option 1 & 2 two weigh bridges. | Indian standard IS-1436(1991): weigh bridges specifications and IS - 9281 Part 1 of 4 (1979) for electronic weighing system including load cells. Weighbridges shall conform to Standard of Weight and Measures Act, 1976 and the Standards of Weights and Measures (Packaged Commodities) Rules, 1977 of India |
| 4 | Truck Parking | For parking 20nos. 3-axle trucks, 4 cars and 24 two-wheelers | The construction should be based  on standards like IS:15658:2006 on "Precast Concrete Blocks for Paving |

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|  |  |  | – Specification," Bureau of Indian Standards.IRC SP: 63-2004 "Guidelines for Use of Interlocking Concrete Block Pavement" Indian Roads Congress |
| 5 | Administration Office | Suitably designed office block to accommodate the requisite staff for ease of working |  |
| 6 | Bagged Warehouse | Warehouse of covered storage capacity of atleast 200 MT and a CAP storage capacity of 500 MT of foodgrain is required. This warehouse needs to be adjacent to the railway siding and the ware house volume which houses the bagging machines could be arranged in such a way that there is an ease of loading the rakes. The plinth level of the warehouse should be level to the railways wagon door entry step. All kinds of ventilations system should be installed as per FCI warehouse design requirements. | Construction as per FCI/CWC norms |
| 7 | Laboratory for Lab testing | A suitably designed lab to test 40 samples per hour should have a requisite working space |  |
| 8 | Unloading station for receiving the bags for bulking or bulk trolleys | A dumping station (for option1 only) which should have minimum 16X3 meter area with a capability of unloading of 8 vehicles of all type back to back. It should have four dumpits of the size of 2.7X2.7 meter and 5 meter deep covered by MS grating. The unloading capability should be minimum 125 Tons Per Hour (TPH). Provision of one hydraulic tippling of 9X3 meter  should be there within the same | For civil construction “BIS hand book on Masonry Design and Construction” and for wielding IS:1024 -1979 (1st Rev) should be referred to |

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|  |  | area of dumping. |  |
| 9 | Pre storage silos & its Material Handling | For option 1 two hopper bottom pre storage silos of 250 MTs required having intake and out take at minimum 150 TPH. | The design of the silo should be based on Singapore Standard SS EN 1993-4- 1:2011 which is an adaption of the European Standard code EN 1993-4-1: 2007, IDT. This standard has all the references of the individual components of silo. The concrete foundations should be per EN 1992 and EN 1997. All the steel structure and civil foundations with retaining walls should be based on prevailing seismic zone and wind velocity of the particular site.IS: 5503 (Part – I & Part – II) -1969 and IS: 9178 (Part – II) -1979 could also be referred. |
| 10 | Process tower | A suitably designed structure is required to accommodate cleaner and online weigher in a gravity flow at minimum 150 TPH flow. The structure should adhere to the site notification on wind pressure and seismic zone. This valid for options 1 & 2. | The reference codes for the structure designs are IS: 800-1984 Code for practice for general construction in steel, SP6 (1) Handbook for structural steel sections, IS: 875-1987 (2nd rev) part 1 to 5 Code of practice for design loads for buildings and structures. |
| 11 | Long Term Storage Silos | The flat bottom silos should have components as been explained in chapter 2 “General Silos Storage  requirements and Specifications”. The silos sheets should be hot dip galvanized having galvanization thickness of minimum 350 gm per square meter or made of any other equivalent sheet metal to achieve the output parameters. The intake material handling capacity should be minimum 150 TPH and the reclaim capacity minimum 60 TPH. Its conveyors, elevators, catwalk, internal & external ladder should be hot dip galvanized or made of any other equivalent material to achieve the output parameters. The tunnel should have appropriate ventilation. The  volume of silo should be minimum | The design of the silo should be based on Singapore Standard SS EN 1993-4- 1:2011 which is an adaption of the European Standard code EN 1993-4-1: 2007, IDT. This standard has all the references of the individual components of silo. The concrete foundations are as per EN 1992 and EN 1997. As the steel structure and civil foundations with retaining walls are based on prevailing seismic zone and wind velocity as per norms of the particular site. Seismic design RC columns and wall section IS: 5503 (Part   * I & Part – II) -1969 and IS: 9178 (Part * II) -1979 could also be referred |

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|  |  | 16666 meter cube. |  |
| 12 | Fumigation system | A close loop system either having an external fan of 5000 meter cube or with silos aeration fan or phosphine generator is required for the fumigation | The phosphine formulation should be as per BIS 1980. Irrespective of formulation used, be it aluminum phosphide or phosphine granules, a system needs to be designed for 1.5 g/meter cube phosphine gas. |
| 13 | Weighing and Bagging System | Load cell based a semi automatic weighing & bagging system along with a stitching machine having single or two machines having combined capacity of 60 TPH and reasonable mechanical system to stack & load bagged wheat for loading into the trucks or railway wagons. The accuracy of the weigher should be minimum 0.01%. | The electronic weighing system shall conform to IS-1436 (1991) |
| 14 | Bags Storage warehouse | warehouse of covered storage capacity of atleast 200 MT and a CAP storage capacity of 500 MT of foodgrain is required which should be fire proof and rodent proof. Plinth level and aeration should be as per FCI/CWC specification | As per CWC/FCI specifications |
| 15 | Bulk truck Loading system | A 60 MTs hopper bottom silos having discharge height of 4.5 meter above ground level. It should be installed adjacent to the process tower to pre  weigh wheat from the online weigher. |  |
| 16 | Railway Siding | The terminal with the Broad Gauge railway track shall be as per the Private Freight Terminal Policy of Indian Railway as the concessionaire would be allowed to handle goods other than that of FCI. The track inside the terminal shall be built as per the specifications of Indian Railways. As far as possible, the unloading dump pit should be at the entrance of the siding to accommodate the full rake length inside the terminal. | The design and specifications of the siding would be as per the laid down specification of Indian Railways |
| 17 | Rake Loading system for bulk rake having | For option 1, a pre shipping flat  bottom silo of 4000 MTs having intake capacity of 60 TPH and | Silos design as per Long term silos  specifications, the online weigher as per the electronic weigh bridges |

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|  | pre shipping silo | discharge at two conveying system of 350 MTs minimum to the bulk rake loading system which has inbuilt online weigher and rake loading capacity of 1400 Tons Per Hour (TPH) minimum. The rake loading system to be installed just above the railway siding. It should have temperature monitoring system having temperature cables of 8 or more having 9 to 11 temperature sensors ,other components are sweep augur, stationary vents, mechanical ventilators, aeration floor aeration fans etc. | specifications. |
| 18 | Electrical sub station | A substation having of requisite capacity is required which would have free access to the entry of the State Electricity Board officials.(For all Silo Configuration Option 1&2 ) | As per the State Electrical Inspectorate specifications |
| 19 | Fire Fighting System | A suitably designed firefighting system is required as per the norms of the local Fire Fighting department which has hydrants, portable fire extinguishers like CO2, dry powder type etc. | As per State Fire department specifications |
| 20 | Rain Water Harvesting | A suitably designed rain water harvesting system as per State Government specification is required which works as a storm water drainage as well. | As per local authority norms. |
| 21 | Power Back up | 250 KVA power back up is required which can be either two 125 KVA gen set or one 125 KVA with two  62.5 KVA combination. (For all Silo Configuration Option 1&2) | As per State Electrical Inspectorate norms |

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| 22 | Bulk Rake Unloading with receiving silos | For option 2 bulk unloading of the wagons is done at 700 Tons Per Hour (TPH) having two conveying system (chain conveyor & elevator) of 350 Tons Per Hour (TPH) each from the two discharge hoppers of 50 MTs.  The wheat is conveyed to a 4000 MTs silos having aeration floor, aeration system, sweep augur and temperature monitoring system like silos of bulk rake loading silo. The reclaim from silos is at 150 Tons Per Hour (TPH). | Receiving silos as per the Long term silos specifications |

* + The Concessionaire shall, at its own expense and in accordance with Good Industry Practice, provide and maintain all lighting, boundary wall, watch and ward arrangements for the safety and security of the Storage Facility.

1. The Project is on DBFOO basis. All the Silo complex Layout Plan, design, size of silos bins and general specification of various components provided in the bid document are indicative. The developer may be allowed to design and alter the silo bins size to achieve desired capacity keeping the output parameters and service level indicator intact.
2. Performance Standards –

The Project Facilities and Operation and Maintenance of the Silo Complex are required to meet the following specifications:

|  |  |  |
| --- | --- | --- |
| Sr no | Requirements | Performance Standard |
| 1. | Truck Parking | For minimum 20nos., 3-axle trucks, 4 cars and 24 two-wheelers |
| 2. | Bagged Warehouse | Warehouse of covered storage capacity of atleast 200 MT and a CAP storage capacity of 500 MT of foodgrain is required. |
| 3. | Service speed at unloading point for configuration option 1 | Minimum 40 vehicle of payload capacity of  3.25 MT or equivalent be unloaded per hour |

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| 4. | Delivery of bagged wheat | Minimum 1000 MTs per 10 hours during a day’s working |
| 5. | Quality testing parameter for intake or off take of wheat | Intake and off-take as per prevailing FAQ of Government of India., described in Schedule E. |
| 6. | Wheat intake capacity for Option 1 | At minimum 150 Tons per Hour ( TPH) totaling to minimum 2500 MTs per day |
| 7. | Intake & discharge capacity of pre storage silos | Minimum 150 Tons Per Hour (TPH) |
| 8. | Cleaner & Online weigher capacity of the process tower | Minimum 150 Tons Per Hour (TPH) |
| 9. | Intake capacity of Long term storage silos | Minimum 150 Tons Per Hour (TPH) |
| 10. | Discharge capacity of Long term storage silos | Minimum 60 Tons Per Hour (TPH) |
| 11. | Bagging capacity | Capacity of 60 Tons Per Hour (TPH) with output not less than 50 Tons Per Hour (TPH) |
| 12. | Truck loading capacity of bagged wheat | Minimum 100 Tons Per Hour (TPH) |
| 13. | Bulk rake loading capacity | Minimum 3500 MTs per five hours including wagon indexing time |
| 14. | Pre Shipping silos discharge capacity | Minimum 700 Tons Per Hour (TPH) |
| 15. | Free time for loading bags for the rake | 9 hours or as per prevailing railways guidelines, whichever is lower |
| 16. | Stock auditing and quality audit | Once in a month |
| 17. | Dust loss | Maximum 0.05% of the intake quantity if the storage is beyond one year |

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| 18. | Actual Availability | 98% in a Financial Year. Provided further that the Availability shall be 100% during the Harvest Season. |

1. Grain acceptance and dispatch specifications:

The Schedule shows the maximum permissible limits of different Refractions in Fair Average Quality (FAQ) of Wheat as been notified inFY2012. The FAQ norms are notified every year. The FAQ for the applicable year needs to be complied with.

The acceptable limits are

* + Foreign matter: 0.75% maximum
  + Other food grains: 2% maximum
  + Damaged grains: 2% maximum
  + Slightly damaged grains: 6% maximum
  + Shriveled and broken grains: 7% maximum

Other Conditions:-

1. Moisture content not to be in excess of 12%
2. Within the overall limit specified for foreign matter, the poisonous weed seeds shall not exceed 0.4% of which Dhatura and Akra (Vicia species) shall not be more than 0.025% and 0.2% by weight respectively.
3. Kernels with glumes will not be treated as unsound grains. During physical analysis the glumes will be removed and treated as organic foreign matter.
4. Within the overall limit specified for damaged grains, ergot affected grains shall not exceed 0.05%.
5. In case of stocks having living infestation, a cut at the rate of Rupee one per quintal may be charged as fumigation charges.

For weeviled grains determined by count, following price cut will be imposed,

1. from the beginning of the season till end of August the rate of cut will be Rupee one per quintal, for every 1% or part thereof.
2. from 1st September till end of October ,no cut will be imposed up to 1% while for any excess, the cut will be @Rs.1/- per quintal.,for every 1% or part thereof.
3. from 1st November till end of season no cut will be imposed upto 2% while for any excess the cut will be @ Rs.1/- per quintal, for every 1% or part thereof.
4. stocks containing weeviled grains in excess of 3% will be rejected.
5. Other requirements:

|  |  |  |
| --- | --- | --- |
| Sr no | Requirements | Compliances |
| 1 | Sampling, testing and weighment facility requirement | Sampling for quality testing is done at the time of intake by bulk trucks, farmer’s trolleys, bagged trucks, bagged rake or bulk rakes, during long term storage, prior to bagging etc. Proper system for sampling and testing as per prevailing Indian and International norms for accurate results.  Weighment should be as per weights and measures act of India |
| 2 | Storage Specifications | The acceptance of quality of wheat is as per FAQ standards. The storage parameters are required to be same as been received. |
| 3 | Fumigation Requirement | The storage needs to be insect free but still two fumigation cycles are expected once as a preventive fumigation and other as a curative fumigation. Beyond two fumigation a care needs to be taken for phosphine residue as per Prevention of Food Adulteration Act or similar regulations. |
| 4 | Delivery Requirement | For bulk rake and bagged rake three day prior notice, for bulk trucks a day notice, for bagged trucks delivery 1000 MTs per day working of 10 hours. |
| 5 | Maintenance requirement | The silo complex facility should be available at least 95% of the time per year & 100% during Harvest Season and any stoppages or maintenance should be informed to FCI well in advance. |
| 6 | Operational and Management plan & system which is compatible for ISO certification | A well thought system for operational management system conforming all the requirements in a transparent way needs to be planned and written and shared. A PLC/SCADA system is a good enabler for the purpose which serves well for safe operations as well. |
| 7 | Testing and commissioning procedures and acceptance certification | FCI representative will inspect by appointing a third party company to verify the dry run testing of the silos complex equipments and thereafter for on load testing for the final  acceptance certification. The equipments would be tested for |

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| --- | --- | --- |
|  |  | the capacities and dimensions as been required by FCI |
| 8 | Environment Management plan | Pre and post commissioning stages the facility management should conform to the State Environment & Pollution norms. Any deviation would lead to strict action |
| 9 | Safety Management plan | A well laid out safety plan should be adhered to avoid any kind of minor or major accidents. High structures like Process tower, the catwalks of the Silos etc. should be provided with the lightening arrester system |

1. Statutory Permits and Compliances:

The Concessionaire shall comply with all applicable statutory permits and compliances. The applicable permits and compliances are listed below. The list of permits and compliance is indicative and not comprehensive. The operator should do proper due diligence on the requirement and compliances. Among others, the following permits will be required for the Silo Complex :

1. CLU if the site is under notified area
2. Permission of panchayat for the land use change if the site is under non notified area and intimation to the State Town and Country Planning
3. Warehousing license
4. Inspectorate of Factories for site drawings approval and testing of the pressure vessels
5. Inspectorate of Labour prior to commencing the installation and post commissioning
6. Inspectorate of Electrical for electrical installation and DG sets safety
7. State Electricity Board for power connections& shifting of H.T. overhead transmission lines if required over the proposed long term silo facility & process tower
8. State Environment & Pollution Board clearance
9. Weights & measures for stamping the weighing scales
10. Related State Government revenue departments for commercial dealings
11. Clearance from local airport authorities if there is air traffic around the site for height clearance and from the Air Force if the air base is there
12. Local fire department for fire safety plans
13. Divisional railways for the railways siding permission and installation & commissioning and for the railway traffic movements.
14. Moisture –mass equivalence

Gain/loss norm in respect of Food Grain shall be as follows :

* + No loss in weight due to drying shall be allowable
  + In case of gain the following adjustment in weight shall be done :

o a 0.7% gain in weight of food grain shall be reduced for every 1% increase in moisture content.

# APPENDIX - IX

## 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: <https://eprocure.gov.in/eprocure/app>). The Bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their Bids in accordance with the requirements and submitting their Bids online on the CPP Portal.

More information useful for submitting online Bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

1. Bidders are expected to have already 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 Bidders will be required to choose a unique username and assign a password for their accounts.
3. 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 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 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 Bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the Bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
2. Once the 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 Bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The 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 BIDS

1. 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. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
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 Bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for Bid submission process.

SUBMISSION OF BIDS

1. The Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The Bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. The 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 Bidder should prepare the Processing Fee & Bid Security, as applicable, 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 RTGS/NEFT/Other Electronic Mode and Bank Guarantee or 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.

Bidders are requested to note that they should necessarily submit their Bids in the format provided and no other format is acceptable. If the prices bid have been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the Bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) Cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once

the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

1. The server time (which is displayed on the Bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the Bidders, opening of bids etc. The Bidders should follow this time during bid submission.
2. All the documents being submitted by the Bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
3. The uploaded documents become readable only after the tender opening by the authorized bid openers of the Authority.
4. 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.
5. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

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.