

# **Request for Proposal (RFP)**

**for**

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



**FOOD CORPORATION OF INDIA**

### **Disclaimer**

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

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

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

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

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

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

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

The Applicant 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 Applicant and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by an Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

**General Manager (Gujarat)**

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## SECTION 1:

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

**(Tender No . RO GJ/171/2023-Silo-RO GJ dated 16.11.2023)**

FROM:

**The General Manager (Region)**

**Food Corporation of India**

**Regional Office, Gujarat**

**Near Himali Tower, Manekbaug Shyamal Road, Satellite,**

**Ahmedabad - 380015**

**Tel. No. 079 26733012**

**E-mail: gmgu.fci@gov.in**

Dear Sir(s),

For and on behalf of the Food Corporation of India (Authority), online bids in the prescribed Tender Documents under two bid system is invited from interested, experienced eligible entities ("Bidders") to discharge the functions and duties of the Independent Engineer & Auditor for construction, operation & maintenance of the silo storage facilities having ..... MT capacity at the location as detailed below.

Sl. No.	Location	Revenue District	State	Capacity (Metric Tons)
1	Banskantha	Banskantha	Gujarat	62500

\*Additional rows are to be inserted as per the requirement

1. No manual bids shall be accepted. The Contract will be for a period commencing from the **Date of Acceptance Letter issued to the selected bidder until first anniversary of O&M Period, which can be further extended by three years.**
2. FCI has selected a single stage two parts bidding process for selection of the bidder for award of the project. Tender Processing Fee of Rs. 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax is to be provided along with the Bid. Along with the Technical Bid, **EMD of INR 1,07,500/- ( Rupees One Lakh Seven Thousand and Five Hundred only)** in the form of a bank guarantee including Electronic Bank Guarantee (e-Bank Guarantee) (including e-Bank Guarantee) or in form of Insurance Surety Bond/ RTGS/NEFT/Other Electronic transaction shall be provided by the Bidder.

2.1. Micro & Small Enterprises (MSEs) and firms registered with concerned

Ministries/Departments are exempted from submission of Bid security. Further in lieu of Bid security, Ministries/Departments may ask bidders to sign “Bid Security declaration” accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.(Bid Security Declaration attached as Annexure XIX).

Accordingly, MSME parties may submit their valid supporting document of relevant category for exemption of EMD along with Bid securing declaration certificate. Under MSE category only manufacturers for Goods and Service providers for services are eligible for exemption from EMD.

3. The Tender Documents and other detailed terms & conditions including DCA, RFP/RFQ for the project are available in the Authority website [www.fci.gov.in](http://www.fci.gov.in) (for reference only) as well as at Gem Site/Portal <https://gem.gov.in> (for reference and online bidding).

Bidders are advised to follow the guidelines and instructions provided on the GeM Portal i.e <https://gem.gov.in/>

#### **Schedule of Bidding Process:**

Bid Publish Date	16.11.2023
Pre- Bid meeting date	20.11.2023 at 15.00 hrs at FCI RO Ahmedabad or VC
Last date for receiving queries from bidders	21.11.2023
Last date for Response to queries by FCI	24.11.2023
Bid due date (last day for submission of bid.)	27.11.2023
Technical Bid opening date & Time	28.11.2023

VC Link for Pre-bid is as under :

To join the meeting on Google Meet, click this link:

<https://meet.google.com/ijr-tqfn-yek>

Or open Meet and enter this code: ijr-tqfn-yek

4. The last date for submission of the Bids online is as above and Technical Bids will be opened online on date mentioned above, in the presence of the intending bidders/their authorized representatives who may wish to be present.
5. Bids to remain open for acceptance up to and inclusive of 90 (ninety) days from the date of opening of the Bid. The Authority, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.
6. Prospective bidders are advised to refer to the GeM portal for any modification to the Tender Document and the bidders shall ensure that the Bid Documents submitted by them shall

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

7. Authority reserves the right to cancel the tender enquiry at any stage without assigning any reason.
8. A Bidder applying for the Project should submit Price Bid in the BoQ as available on the GeM website as per the directions contained therein.
9. The Bidder, by submitting its Application pursuant to this RFP, shall be deemed to have acknowledged that without prejudice to the Food Corporation of India any other right or remedy hereunder or in law or otherwise, the Applicant shall be suspended from participating in the future projects of the Food Corporation of India for a period of 2 years in the following situations (a) If an Bidder withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Bidder from time to time. (b) In the case of a Selected Bidder, if the Applicant fails to sign the Agreement.

**General Manager (Gujarat)**

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## SECTION 2:

### INSTRUCTIONS TO BIDDERS

#### **1. INTRODUCTION:**

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

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

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

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

#### **2. OBJECTIVE:**

2.1 The Food Corporation of India (“Authority”) has been appointed as a nodal agency by the Government of India for creation of modern storage capacity through Development, design, construction, financing, procurement, engineering, Operation and Maintenance of Silo Complexes without Container Depot (Spoke Silo Complex) and shall include all incidental and auxiliary works and services relating to or in respect of the Project under Design, Build, Finance, Own & Operate (“**DBFOO**”) basis. Where the context so requires, Project shall mean and reference to individual silo projects at the identified locations as per the details provided in Table – 1.

The authority has issued Letter of Award (LOA) to the preferred bidder and the schedule construction period is [540 days (Five Hundred Forty days)] from the “**Commencement Date**” as per the Draft Concession Agreement. The Monitoring and supervision of construction, operation and maintenance of the Silos is proposed to be undertaken through an Independent Engineer & Auditor (a qualified firm), hence to perform the mentioned role during the Construction of the Silos and Silo Storage operations, the Authority would like to appoint an experienced consulting engineering Firm as an



Independent Engineer & Auditor (the “**Independent Engineer & Auditor**”) to perform the role as prescribed in the Agreement with the Concessionaire developing the Project. The appointment shall be for a period commencing from the Date of Acceptance Letter issued to the selected bidder (Independent Engineer & Auditor) until first anniversary of O&M Period, which can be further extended by three years.

Additionally, the selected bidder (Independent Engineer & Auditor) shall be required to verify the status of fulfilment of Conditions Precedents of the Concessionaire as specified in this RFP, for which intermittent inputs from the selected bidder (Independent Engineer & Auditor) may be required. The selected bidder (Independent Engineer & Auditor) shall discharge its’ duty in accordance with the terms of this RFP and the Draft Concession Agreement.

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

**Table 1: List of Locations**

Sl. No.	Location	Revenue District	State	Capacity (Metric Tons)	Estimated Project Cost (Rs. In Crore)
1	Banaskantha	Banskantha	Gujarat	62500	43
Total Estimated Project value (Rs.43 Crore)					

- 2.2 The Project would be implemented in accordance with the terms and conditions stated in the concession agreement to be entered into between the FCI and the Concessionaire (the “**Concession Agreement**”) and the appointed Independent Engineer & Auditor shall be responsible for monitoring of the project for the period as defined under Clause 5.1.
- 2.3 In order to identify and select an entity(ies) “**Independent Engineer & Auditor**” (IE&A), the Authority intends to carry out a two-step, single-stage competitive bidding process (the "Bidding Process"). Only those Bids that meet the technical capacity and financial capacity as set out in this RFP would be qualified and their Price Bid would be opened for identification and selection of the Independent Engineer & Auditor (IE&A).

### 3. **TERMS OF REFERENCE:**

#### **GENERAL**

- 3.1 FCI seeks the services of an experienced consulting engineering Firm to be the Independent Engineer & Auditor (the “**Independent Engineer & Auditor**”) for setting up of silos for storage of wheat on DBFOO basis. The locations for setting up silos is [1] [(one)] in numbers as per details under Clause 2.1 (the “**Project**”) and where the context so requires, Project shall mean silo Project at each of the aforesaid sites.

The Terms of Reference (the “**TOR**”) for the Independent Engineer & Auditor shall

substantially in conformity with relevant Article/Schedule of Draft Concession Agreement.

- 3.2 The Independent Engineer & Auditor (IE&A) shall be guided in its assignment by the Draft Concession Agreement and RFP available at FCI's official website ([www.fci.gov.in](http://www.fci.gov.in)) GeM Portal <https://gem.gov.in>. The interested consulting firms may obtain relevant extracts of the Concession Agreement and additional information related to project status from office of official mentioned in Clause 8.1. The rules of interpretation and terms of the Concession Agreement shall apply, mutatis mutandis to this Terms of Reference.
- 3.3 The scope of services of the Independent Engineer & Auditor (IE&A) are defined in Section 3 of this document. Please refer the Article 13 of the Draft Concession Agreement and Schedules for descriptive terms and conditions for the IE&A and the same shall prevail over this document.

#### **4. INDEPENDENT ENGINEER & AUDITOR / TEAM**

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

##### **(a) Senior Technical Expert-cum-Team Leader**

Minimum Educational Qualifications	Post-Graduate / Graduate in Civil /Structural / Mechanical / Electrical / Agriculture Engineering or equivalent
Essential Experience	Minimum 10 (ten) years post qualification experience in project management in planning, designing, monitoring of construction and testing of logistics/Storage/ Transportation or Infrastructure Projects in the field of Infrastructure sector. He/ She shall have undertaken atleast three Eligible Assignments with at least one Eligible Assignment in the warehousing/storage sector
Job responsibilities	He will lead, coordinate and supervise the multi-disciplinary team. It will be his responsibility to guide the team in arriving at solutions within the constraints specified in the TOR.

##### **(b) Storage/ Logistics Expert**

Minimum Educational Qualifications	Post-Graduate in Post-harvest Agriculture Science or any discipline / Engineering Graduate in any discipline
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Essential Experience	Minimum 5 (five) years post qualification working experience as warehousing/logistics expert in the food/ bulk handling industry. He/ She shall have undertaken at least one Eligible Assignments in the warehousing/storage sector
Job responsibilities	He will be responsible for providing inputs related to the production, storage and consumption related information for food grains. He would provide inputs on quality assurance procedure and Test on completion of construction.

**(c) Financial Expert**

Minimum Educational Qualifications	Post-Graduate in Commerce / Chartered Accountant / Cost Accountant or MBA (Finance) or Post Graduation in Management with specialisation in Finance or any equivalent degree.
Essential Experience	Minimum 5 (five) years post qualification working experience in the field of financial analysis and project costing of Infrastructure projects and their reasonableness. He/ She shall have undertaken financial analysis and assessment of least one Eligible Project
Job responsibilities	He will be responsible for financial analysis and cost of any works or services and their reasonableness.

**(d) Contract Expert**

Minimum Educational Qualifications	Master / Bachelor in Law
Essential Experience	5 (Five) years post qualification working experience in field of drafting/reviewing of contract documents and/or contract management He/ She shall have undertaken at least one Eligible Assignment
Job responsibilities	He will be responsible for provide inputs related to interpretation of contract documents and contract management

**4.2 REPORTING**

4.2.1 The Independent Engineer & Auditor will work closely with the Authority and its' respective Regional Offices. A designated nodal officer of the FCI will be responsible for the overall coordination and project development. He will play a coordinating role in dissemination of the Independent Engineer & Auditor outputs, facilitating discussions, and ensuring required reactions and responses to the Independent Engineer & Auditor.

4.2.2 The Independent Engineer & Auditor will make a presentation on the Inception Report

cum Way Forward for discussion with the Authority / Regional Office at a meeting. This will be a working document. The Independent Engineer & Auditor is required to prepare and submit periodical reports that includes and describes, *inter alia*, general progress to date; data and reports obtained and reviewed, conclusions to date, if any; concerns about availability of, or access to, data, analyses, reports; questions regarding the TOR or any other matters regarding work scope and related issues; and so on. The Independent Engineer & Auditor work on the TOR tasks should continue while the report is under consideration and is being discussed.

4.2.3 Regular communication with the Authority and/or its' Regional Offices is required in addition to all key communications. This may take the form of telephone / teleconferencing, emails, faxes, and occasional meetings.

4.2.4 The Deliverables will be submitted as per schedule provided in this RFP.

## **5. PERIOD OF CONTRACT**

5.1 Unless terminated earlier, the contract shall be for a period commencing from the Date of Acceptance Letter issued to the selected bidder (Independent Engineer & Auditor) until first anniversary of O&M Period. The contract may be further extended by another 3 (three) years at the sole discretion of FCI at the same terms & conditions and at rates stipulated under Clause 26.

## **6. VALIDITY PERIOD OF BID:**

6.1 Bids shall be submitted in English only. Bids shall remain valid for acceptance up to 90 days from the date of opening of Bid. However, the bid validity period can be extended by another 30 days at the discretion of FCI. Such extension shall be binding on the Bidders. The EMD of the Bidder not keeping the offers open for the prescribed period / extended period shall be forfeited without prejudice to any other rights and remedies of FCI against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by FCI on account of such withdrawal and will be debarred from participating in any other Bid Enquiry with FCI for a period of two years.

## **7. CLARIFICATIONS & AMENDMENTS TO BID DOCUMENTS**

7.1 FCI may at any time prior to the due date of the bid and for any reason, whether at its own initiative or in response to any clarification sought by any bidder, modify the Tender document. Any corrigendum / addendum thus issued will be posted on the website of the Authority ([www.fci.gov.in](http://www.fci.gov.in)) as well as GeM Portal <https://gem.gov.in> and such modification will be binding on all. In order to afford the prospective bidders to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for the Bid.

7.2 FCI may, at its discretion, seek from any or all bidders clarification(s) in respect of any particulars furnished in their offer. The request for such clarifications and the response will be in writing to be submitted within the stipulated time.

7.3 FCI at its sole discretion may ignore minor omission in the Technical Bid such as omitting

to give number on a page etc. in the interest of increasing the competition.

7.4 FCI at its sole discretion may require any Bidders to rectify any discrepancies noticed in the Technical Bids submitted by them such as serial numbers, missing seal, Attestation etc. It is further clarified that no new document shall be accepted.

7.5 The Bidders may contact GeM Portal Help Desk with regard to technical issues relating to functioning of e-Procurement platform or any doubts regarding online submission of Bid Document in the under mentioned Contact:

Dedicated helpline: 1-1800-419-3436 / 1-1800-102-3436 (9:00 am - 10:00 pm Mon to Sat)

E- mail: [helpdesk-gem@gov.in](mailto:helpdesk-gem@gov.in)

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

## **8. ADMINISTRATIVE CONTACT & ADDRESS FOR COMMUNICATION:**

8.1 All communications concerning the various issues pertaining to the bid/assignment shall be directed on the address listed below. Unauthorized contact with other FCI officials may result in disqualification. Any oral communications will be considered unofficial and is not binding on FCI.

Nodal Officer	General Manager (Region), Regional Office, Gujarat
Address	Near Himali Tower, Manekbaug Shyamal Road, Satellite, Ahmedabad - 380015
Phone	079 26733012
Email	<a href="mailto:gmgc.fci@gov.in">gmgc.fci@gov.in</a>

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

## **9 MINIMUM ELIGIBILITY CRITERIA:**

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

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

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

9.4 The bidder shall have in its name GST Registration Number in India.

**9.5 Technical Capacity:** The bidder consultant shall have, over the past 5 (five) years immediately preceding the bid due date (FY 2017-18, FY 2018-19, FY 2019-20, FY 2020-

21 and FY 2021-22), undertaken a minimum of 3 (three) Eligible Assignments as specified in Clause 10.

- 9.6 Financial Capacity:** The bidder consultant shall have received a minimum income of Indian Rupees [1.00 (One) crore]\*\* or equivalent US \$ per annum from professional fees during each of the 3 (three) financial years preceding the Bid Due Date (FY 2019-20, FY 2020-21 and FY 2021-22). For the avoidance of doubt, a professional fee hereunder refers to fees received by the consultant for providing advisory or consultancy services to its clients.

\*\* Total Estimated Project value X 1.25% X 30%. The amount is to be rounded off to the next Rupees 10.00 (ten) lakhs.

\*\* Requirement of minimum income shall not be less than Indian Rupees 1.00 (One) Crore.

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

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

Key Personnel	Minimum Educational Qualification	Length of Professional Experience	Experience on Eligible Assignments
Senior Technical Expert – cum - Team Leader	Post-Graduate/ Graduate in Civil/Structural/ Mechanical/ Electrical/ Agriculture Engineering or equivalent	10 years	Minimum 10 (ten) years post qualification experience in project management in planning, designing, monitoring of construction and testing of logistics/Storage/ Transportation or Infrastructure Projects in the field of Infrastructure sector. He/ She shall have undertaken at least three Eligible Assignments with at least one Eligible Assignment in the warehousing/storage sector
Storage Expert	Post-Graduate in Post-harvest Agriculture Science or any discipline / Engineering Graduate in any	5 years	Minimum 5 (five) years post qualification working experience as warehousing/logistics expert in the food/ bulk handling industry. He/ She shall have undertaken

	discipline		at least one Eligible Assignments in the warehousing/storage sector
Financial Expert	Post-Graduate in Commerce/ Chartered Accountant/Cost Accountant or MBA (Finance) or Post Graduation in Management with specialisation in Finance or any equivalent degree.	5 years	Minimum 5 (five) years post qualification working experience in the field of financial analysis and project costing of Infrastructure projects and their reasonableness. He/ She shall have undertaken financial analysis and assessment of least one Eligible Project
Contract Expert	Master / Bachelor in Law	5 years	5 (Five) years post qualification experience in field of drafting/reviewing of contract documents and/or contract management He/ She shall have undertaken at least one Eligible Assignment

In addition to the abovementioned Key Personnels, the Bidder is required to provide the adequate support staff as per the requirement of this RFP.

The bidder should not propose the above Key Personnels for more than 10 silo locations at any given point of time. The Bidder is required to provide an undertaking in this regard.

Failure to comply with the abovementioned requirement of Key Personnel, will lead to summarily rejection of the bid of the Bidder.

**Note:**

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

and

- d) *The Bio-data of all the Key personnel duly signed by them and attested by the Bidder alongwith supporting documents self-attested Certificates relating to Education Qualification and Experience Certificate issued by Client/Employer.*
- e) *The bidders shall also furnish self-attested copies of the Audited Profit & Loss Accounts and Balance Sheet of the immediate preceding three financial years (FY 2019-20, FY 2020-21 and FY 2021-22) and the documentary proof of the PAN & GST Registration.*

## **10. ELIGIBLE ASSIGNMENTS**

10.1 For the purposes of determining Conditions of Eligibility and for evaluating the Bids under this technical bid, supervisory/ consultancy assignments in respect of planning, designing, monitoring of construction and testing of logistics/ storage/transportation or Infrastructure projects report and/or detailed project report including engineering surveys and social and environmental impact assessment, for the following projects shall be deemed as eligible assignments (the “**Eligible Assignments**”):

- (i) Eligible Project in warehousing /storage sector shall include project warehousing / storage, whether modern or otherwise, including cold storage, storage for food processing, grain/ paddy/ millets etc. having an estimated capital cost (excluding land) of at least each project of Rs. 30 (thirty crore) in case of a project in India, and equivalent US \$ for projects elsewhere;

OR

- (ii) Eligible Project in Infrastructure sector shall include projects in 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 (excluding housing and townships) having an estimated capital cost (excluding land) of at least each project of Rs. 50 (fifty crore) in case of a project in India, and equivalent US \$ for projects elsewhere.

10.2 Provided further that where experience is being claimed for Conditions of Eligibility of firm and for evaluating the Technical Capacity, the Eligible Assignment shall have, prior to bid due date, received professional fees of at least Rs.20 (twenty) lakh for such assignment.

10.3 Provided further that where Eligible Assignment is being claimed by a Key Personnel

- a. Ongoing as well as completed Eligible Assignments shall be eligible.



- b. Key Personnel should have provided its' service for at least one year on the Eligible assignment.

## **11. DISQUALIFICATION CONDITIONS:**

- 11.1 Bidder who have been blacklisted or otherwise debarred by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations will be ineligible during the period of such blacklisting.
- 11.2 Any Bidder whose contract with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years, will be ineligible.
- 11.3 Bidder whose Earnest Money Deposit and/or Security Deposit have been forfeited by the FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, during the last five years, for breach of any terms and conditions will be ineligible.
- 11.4 If the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company/any of the Directors or Members of the governing body of the Society have been at any time, convicted by a Court for an offence involving moral turpitude, such Bidder will be ineligible.
- 11.5 While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a proprietor, partner, Member in another firm, or as a director of a company etc.) will render the Bid disqualified.
- 11.6 An unregistered partnership firm or unregistered society shall not be eligible to apply for the bids.

## **12. CONSTITUTION OF BIDDERS**

- 12.1 Bidders shall, in the Bid, indicate their Legal Capacity i.e., whether they are Registered Partnership Firm/ LLP or Private/Public Limited Company/Registered Society etc. and indicate the names of all the partners or Directors or Members of the governing body & directors of the Society, as applicable. The detailed bidder profile be furnished as sought in the Annexure - I of Section 4 of this RFP document.

## **13. SIGNING OF BIDS**

- 13.1 Person(s) signing the bids shall state in what legal capacity he / she is, or they are signing the bids, e.g. as partner of the firm/ LLP or as a Secretary / Manager / Director etc., of a Limited Company or Authorised Member of the society etc.
- 13.2 In case of Partnership firm, the names of all partners should be disclosed and the bids shall be signed by all the partners. The attested copy of the registered partnership deed shall be furnished along with the Bid.

- 13.3 In case of companies/ LLP, the names of all the Partners /Directors shall be mentioned and a self-attested copy of the Resolution passed by the Company/LLP authorizing the person signing the Bid to do so on behalf of the company/LLP shall be attached with the Bid along with self-attested copy of the Memorandum and Articles of Association of the Company and certification of Registration/Incorporation of LLP. Such resolution should in clear and unambiguous terms provide the details & identity of the Authorised person and attest his signature.
- 13.4 In case of a Society, the person signing the bids shall state the competency to sign the bids and enter into a contract in accordance with the Rules & Regulations and Bye laws of the Registered Society and shall produce the self-attested copies of the Rules & Regulations and Bye laws of the Registered Society.
- 13.5 The person signing the Bid or any other documents forming part of the Bid, on behalf of any other person or a Firm shall be responsible to produce a proper Power of Attorney duly executed on a non – judicial stamp paper of appropriate value, duly attested by a Notary Public, in his favour, stating that he has authority to bind such other person(s), or the firm, as the case may be, in all matters, pertaining to the Contract. If at any stage it is found that the person concerned had no such authority. FCI may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm liable for all costs and damages.
- 13.6 The Power of Attorney should be signed by all the partners in the case of a partnership concern, by the proprietor in the case of proprietary concern, the persons who are competent to bind the Society as per Rules & Regulations and Bylaws of a Society and by the person who by his signature can bind the company/ LLP in the case of a limited company/ LLP.
- 13.7 If the person so signing the bids fails to produce necessary documentary proof of his credentials as indicated above, his Bid shall be summarily rejected without prejudice to any other rights of the Authority under the law. In case of company, LLP, Society, the POA should be supported by resolution.
- 13.8 The entire bid document and all its annexures and copies of the supporting documents shall be signed on each page by the authorized signatory and uploaded.
- 13.9 There shall be no re-constitution of the Bidder firm without the prior written consent of the Authority till the satisfactory completion of the Contract and the Memorandum of Association and Rules & Regulations and Bye laws, partnership etc. of the Society, LLP, Company, firm etc. shall not be altered/amended nor any amalgamation, division or reorganization is resorted to without the prior written consent of the Authority till the satisfactory completion of the Contract, failing which the Contract is liable for termination treating it as breach of Contract.
- 13.10 The bidders shall also furnish the declaration as stipulated in the Annexure -XI

**14. EARNEST MONEY DEPOSIT & TENDER PROCESSING FEE**

- 14.1 **Tender Processing Fee:** Bid must be accompanied by Tender Processing Fee (non-refundable) of INR 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax and by way of RTGS / NEFT/ OTHER ELECTRONIC MODE/ to the Food Corporation of India, *Regional Office, Gujarat*, CC Account No. **30003336525**, IFSC CODE No. **SBIN0001948** (State Bank of India, Branch (01948) – Someshwar Complex Branch, Ahmedabad). The scanned copy / soft copy of acknowledgment of RTGS / NEFT/ OTHER ELECTRONIC MODE in favour of FCI must be uploaded along with the Technical Bid.

**Earnest Money Deposit (EMD):** The Bidder shall deposit EMD in the form of a bank guarantee (including e-Bank Guarantee) acceptable to the Authority, as per format at Annexure-XVI or in form of Insurance Surety Bond/ RTGS/NEFT/Other Electronic transaction. The Amount of this EMD shall be INR (Total Estimated Project value)\*1.25%\*2%) FCI shall not pay any interest on the EMD. The scanned copy of the EMD in the form of bank guarantee (including e-Bank Guarantee), Insurance Surety Bond and RTGS/NEFT/Other Electronic transaction confirmation receipt shall be uploaded along with the Technical Bid. An illustration in this regard is as under:-

Total Estimated Project Value:- Rs 40 crore

IE&A Fee cap @ 1.25% of above value:- Rs 50 Lakhs

EMD @ 2%: Rs. 1 Lakh

Bids not accompanied by proof of deposit of **EMD & Tender Processing Fee (as per clause no. 2 of Section 1)** shall be summarily rejected. The Bidders are permitted to bid on the express condition that in case he resiles, or withdraws his offer, or terms & conditions thereof, after submitting his Bid for any reason whatsoever during the Bid process, the Earnest Money Deposited by the bidder shall stand forfeited without prejudice to any other rights and remedies of FCI against the bidder under the contract and law and the Bidder shall be liable for any loss suffered by FCI on account of such withdrawal/modification etc. and the bidder will also be debarred from participating in any other Bid Enquiry with FCI for a period of five years.

- 14.2 The Earnest Money (Without Interest) shall be returned to all unsuccessful bidders within a period of 30 days from the date of issue of the acceptance letter. The EMD deposited by the successful bidder shall be adjusted towards Security Deposit in the event of award of contract.

## 15. SECURITY DEPOSIT

- 15.1 The successful Bidder shall furnish Security Deposit of an amount equivalent to 3% of the **Contract Value (determined from price bid value quoted by L1 firm)** by way of Bank Guarantee (including e-Bank Guarantee) in the prescribed format in the Annexure to this Bid Document, issued by any scheduled bank in India in favour of 'Food Corporation of India', having an initial validity period of 42 months, within **fifteen working days** from the date of issue of Acceptance Letter.

*The BG issuing bank shall send cover for BG issued through Structured Financial Messaging System (SFMS) platform to the FCI banker, i.e. ICICI Bank Ltd. 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 as per the detail below:-*

- 1) *MT760 COV for issuance of bank guarantee.*
- 2) *MT767 COV for amendment of bank guarantee.*
- 3) *Issuing bank shall mention FCI beneficiary office code in field 7037 of MT760COV/MT767COV.*
- 4) *FCI beneficiary code will be ["FCIWB11"]*

The bidder shall submit the copy of SFMS message as sent by the issuing bank branch along with the original Bank Guarantee.

BG submitted without these details shall not accepted.

- 15.2 The Security Deposit by way of Bank Guarantee (including e-Bank Guarantee) will remain with FCI throughout the period of consultancy and six months thereafter.
- 15.3 If the successful Bidder having been called upon by the FCI to furnish Security Deposit fails to do so within the specified period, it shall be lawful for the FCI to cancel the contract and to award the contract at the risk and cost of such Bidder. Further, all rights, privileges, claims and entitlements of the Consultant under or arising out of this Agreement shall be deemed to have been waived by, and to have ceased with the concurrence of the Bidder, and Acceptance shall be deemed to have been withdrawn by mutual agreement of the Parties. Further, unless the failure is on account of force majeure, the successful Bidder shall be debarred for a period of 2 years from participating in the future projects of the Authority.
- 15.4 If the successful Bidder had previously held any contract and furnished security deposit, the same shall not be adjusted against this Bid and a fresh Security Deposit will be required to be furnished.
- 15.5 No claim shall lie against the Authority either in respect of interest or any depreciation in value of any Security.
- 15.6 The bidder hereby expressly authorizes FCI and acknowledges that without prejudice to the Authority's any other right or remedy hereunder or in law or otherwise, if the successful Bidder fails or neglects to observe or perform any of his obligations under the contract or commits breach of the contract or is found to have conflict of interest it shall be lawful for FCI to forfeit either in whole or in part, in its absolute discretion, the Security Deposit furnished by the Independent Engineer & Auditor or to appropriate the Security Deposit furnished by the bidder or any part thereof in or towards the satisfaction of any sum due to be claimed for any damages, losses, charges, expenses or costs etc. that may be suffered or incurred by the Authority. Save as aforesaid if the Independent Engineer & Auditor duly performs and completes the contract in all respects and presents an absolute "NO DEMAND CERTIFICATE", the FCI shall refund the Security Deposit

to the successful Bidder after deducting all costs and other expenses that the Authority may have incurred and all dues and other money including all losses and damages which the Authority is entitled to recover from the successful Bidder. The decision of the Authority in respect of damages, losses, charges, costs or expenses shall be final and binding on the successful Bidder.

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

## **16. SUBMISSION OF BIDS**

- 16.1 The bids shall be submitted online in two parts, viz., Technical bid and Price bid at GeM Portal i.e. <https://gem.gov.in/> as per scheduled date/time.

- 16.2 The documents required to be uploaded as part of **Technical Bid** shall include the following:

- (i) Technical Bid document along with all its Annexures (Part – A) serially numbered, duly signed, on each page by the authorised signatory of the bidder.
- (ii) Scanned / soft copy of acknowledgment of bank guarantee (including e-Bank Guarantee) / Insurance Surety Bond / RTGS / NEFT/ OTHER ELECTRONIC MODE towards Earnest Money Deposit.
- (iii) Scanned / soft copy of acknowledgment of RTGS / NEFT/ OTHER ELECTRONIC MODE towards Tender Processing Fee.
- (iv) Scanned copies of all documents in support of meeting the minimum eligibility criteria and all credentials, documents & copies of certificate/ information called for in the Technical Bid, duly signed by the authorised signatory of the bidder.

- 16.3 Price Bid** shall include the following: -

- (i) Price Bid document along with all its Annexures (Part – B) serially numbered, duly signed on each page by the authorized signatory of the bidder.
- (ii) Scanned copy of Price Bid covering Letter as per Annexure-XVII
- (iii) SCHEDULE OF PRICE BID (ANNEXURE- XVIII)

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

- 16.4 Bids which do not comply with these instructions shall be liable to be rejected.
- 16.5 Price Bid / BoQ format under Annexure –XVIII shall be uploaded only on GeM Portal along with this tender/bid in the websites. The bid document shall be filled in by the bidder without any overwriting/ inter-lineation clearly, neatly and accurately. Any erasures or corrections would render the Bid invalid unless the same is carried out neatly and attested by the authorized signatory with full signature. The Bids shall be submitted

with all pages serially numbered. The Bids shall be submitted with an index giving page wise information of all documents. The price bid shall also be submitted as per the facility provided on GeM portal of Govt of India, strictly in accordance with the instructions contained on the GeM portal. No scanned copy of the Price Bid/BOQ format to be uploaded.

- 16.6 The Bidder will upload the scanned copy of Technical Bid documents and fill the Price Bid/ BOQ & upload on GeM Portal. The bidders shall not incorporate any condition in the bids as conditional Bids and Bids which are not submitted strictly in accordance with the Bid terms are liable to be rejected.
- 16.7 It should be clearly understood by the bidder that no opportunity shall be given to them to withdraw any offer at any stage after submission of the bids.
- 16.8 A bidder can submit only one Bid. If the Bidder submits more than one bid such Bids shall be disqualified.
- 16.9 While preparing the Technical and Price Bid, Bidders are expected to provide correct and relevant information. If at any stage it is found that the information supplied by the Bidder is incorrect FCI reserves the right to initiate appropriate legal proceedings including Termination of the contract & forfeiture of Security Deposit. The Technical & Price Bids and any documents forming part of the Bid must be signed (or digitally signed wherever applicable, while online bidding) on every page.
- 16.10 The Technical Bid shall not include any information sought in the Price Bid. All other Bid documents except Price Bid shall be enclosed with the Technical Bid.
- 16.11 Price Bid shall be submitted quoting the rates as stipulated in the price bid template provided along with this bid online.
- 16.12 Bids are invited online only. If any of the attached documents are found to be forged/fabricated/false, the EMD/Security Deposit, if available, of the Bidder shall be forfeited without prejudice to the right of the Authority to proceed against the bidder legally. Further, the successful Bidder shall be debarred for a period of 2 years from participating in the future projects of the Authority.
- 16.13 Bids along with Annexures/ supporting documents etc. must be serially numbered by the Bidder. The Bidders shall submit the scanned self- attested copies of the original supporting documents along with the Technical Bid document to enable the Authority to verify & evaluate the bids. After evaluation of the online bids those Bidders who are meeting the criteria for technical qualification will be advised by FCI to produce the original documents furnished along with the Technical Bids for verification on the date & time to be stipulated. Bids of Bidders who fail to furnish the Original Documents for verification on the date & time fixed for verification will be summarily rejected. The scanned Bid documents uploaded on the e-procurement website (GeM) shall be considered ORIGINAL and if there is any discrepancy between the ORIGINAL and hard copy submitted at FCI office, the ORIGINAL documents shall be considered for evaluation.

- 16.14 Bidder must examine all terms and instructions included in the Tender Documents. Failure to provide complete and accurate information with supporting documents may result in rejection of Bids.
- 16.15 The costs and expenses incurred by the Bidder in connection with submission of these documents etc. are not reimbursable. The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 16.16 The Bidder shall submit the Price Bid in the price bid template only which is provided along with this Bid (PART-B) online, clearly indicating the cost in both figures and words, in Indian Rupees (INR), and signed/digitally signed by the Applicant's Authorized Representative.
- 16.17 The FCI shall not be liable for any omission, mistake or error on the part of the Bidder while submitting the Bid.
- 16.18 While submitting the bid, wherever the Power of Attorney is to be submitted by the bidder such Power of Attorney shall be duly notarized by a Notary Public.

## **17. OPENING OF BIDS**

- 17.1 The Technical Bids will be opened online at the FCI Regional Office, Ahmedabad (Gujarat) at the fixed time and the date indicated in the Bid document. The bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Technical Bid. They can view the Bid opening online also. Price Bids of only technically qualified bidders will be opened at the time and place for which separate notice will be given. Technically qualified bidders will be at liberty to be present either in person or through an authorized representative at the time of opening of the Price Bids or view online as per GeM terms and conditions.

## **18. BID EVALUATION:**

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

## **19. EVALUATION OF TECHNICAL BIDS**

- 19.1 In the first stage, the Technical Bids will be evaluated on the basis of Independent Engineer & Auditor experience, its understanding of TOR, proposed methodology and Work Plan, and the experience of Key Personnel. Only those Applicants whose Technical Bids get a score of 60 (sixty) marks or more out of 100 (one hundred) shall qualify for

further consideration and shall be ranked from highest to the lowest on the basis of their technical score (ST).

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

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

Item Code	Parameter	Maximum Marks	Criteria
1.	<b>Relevant experience of the Independent Engineer &amp; Auditor</b>	<b>25</b>	
	Turnover	5	<ul style="list-style-type: none"> <li>• <math>\geq</math> [Financial Capacity calculated as per Clause 9.6]<sup>#</sup> 1 – 5 Crore: 2 Marks</li> <li>• <math>&gt;5</math>: 5Marks</li> </ul> <p># Rs. 1 (One) Crore or Financial Capacity calculated as per Clause 9.6, whichever is higher.</p>
	Number of Eligible Assignments	20	<ul style="list-style-type: none"> <li>• <math>\geq 3 - 5</math>: 10 Marks</li> <li>• <math>5 - 8</math>: 15 Marks</li> <li>• <math>&gt;8</math>: 20 Marks</li> </ul>
2.	<b>Proposed Methodology and Work Plan</b>	<b>5</b>	Evaluation will be based on the quality of submissions based on the presentation made to the Technical Evaluation Committee.
3.	<b>Relevant Experience of the Key Personnel</b>	<b>70</b>	The Key Personnel shall, at minimum, meet the eligibility criteria for education qualification and professional experience in order to qualify. Marks shall be allotted for the number of Eligible Assignments undertaken and professional experience
3(a)	Senior Technical Expert - cum - Team Leader	40	<p><b>Professional Experience</b></p> <ul style="list-style-type: none"> <li>• <math>\geq 10 - 15</math> Years: 10 Marks</li> <li>• <math>&gt; 15</math> Years: 15 Marks</li> </ul> <p><b>Eligible Assignments</b></p> <ul style="list-style-type: none"> <li>• <math>1 - 5</math>: 15 Marks</li> <li>• <math>6 - 10</math>: 20 Marks</li> <li>• <math>&gt;10</math>: 25 Marks</li> </ul>
3(b)	Storage Expert	10	<p><b>Professional Experience</b></p> <ul style="list-style-type: none"> <li>• <math>\geq 5 - 10</math> Years: 3 Marks</li> </ul>



Item Code	Parameter	Maximum Marks	Criteria
			<ul style="list-style-type: none"> <li>• &gt; 10 Years: 5 Marks</li> </ul> <b>Eligible Assignments</b> <ul style="list-style-type: none"> <li>• 1 – 5: 3 Marks</li> <li>• &gt; 5: 5 Marks</li> </ul>
3(c)	Financial Analyst	10	<b>Professional Experience</b> <ul style="list-style-type: none"> <li>• &gt;=5 – 10 Years: 3 Marks</li> <li>• &gt; 10 Years: 5 Marks</li> </ul> <b>Eligible Assignments</b> <ul style="list-style-type: none"> <li>• 1 – 5: 3 Marks</li> <li>• &gt; 5: 5 Marks</li> </ul>
3(d)	Contract Expert	10	<b>Professional Experience</b> <ul style="list-style-type: none"> <li>• &gt;=5 – 10 Years: 3 Marks</li> <li>• &gt; 10 Years: 5 Marks</li> </ul> <b>Eligible Assignments</b> <ul style="list-style-type: none"> <li>• 1 – 5: 3 Marks</li> <li>• &gt; 5: 5 Marks</li> </ul>
<b>Grand Total</b>		<b>100</b>	

19.4 Deleted

19.5 The Independent Engineer & Auditor ranked as aforesaid, pre-qualified and short-listed for financial evaluation in the second stage. If the number of such pre-qualified Applicants is less than two, FCI may, in its sole discretion, pre-qualify the Independent Engineer & Auditor whose technical score is less than 60 (sixty) points even if such Independent Engineer & Auditor do(es) not qualify as stipulated in the evaluation criteria, however such Independent Engineer & Auditor should have secured not less than 40 (forty) points.

## **20. Evaluation of Price Bids**

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

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

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

(F = amount of Price Bid)

## **21 COMBINED AND FINAL EVALUATION**

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

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

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

- 21.2 The Selected Independent Engineer & Auditor shall be the first ranked Applicant (having the highest combined score). The second ranked Applicant shall be kept in reserve and may be invited in case the first ranked Applicant withdraws, or fails to comply with the requirements specified.
- 21.3 Selections of Bidders are entirely at the discretion of the FCI and FCI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

## **22. AWARD OF CONTRACT:**

- 22.1 The contract shall be awarded to the successful Bidder by way of issuance of acceptance letter by FCI by post/e-mail/hand delivery under acknowledgment and the bidder shall immediately act upon such acceptance letter. Acceptance conveyed by FCI will constitute the contract between the Independent Engineer & Auditor and FCI and the contract shall be effective from the date of issue of acceptance letter.
- 22.2 FCI reserves the right to accept or reject any or all the Bids without assigning any reason/notice whatsoever and does not bind itself to accept the Lowest Bid or any Bid and reserves the right to scrap the Bid enquiry at any stage without assigning any reasons and Authority will not be liable for any costs and consequences thereof.

## **23. COMMENCEMENT OF SERVICES**

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

## **24. FEES & OTHER CHARGES:**

- 24.1 The selected Bidder shall be paid as per payment schedule all inclusive Consultancy Fee as quoted by him in the Price Bid and accepted by FCI. The consultancy Fee will be inclusive of all staff costs, printing, communications, travel, accommodation, all taxes, fees, levies, cess, etc. under various State/Central enactments, (except GST) and all other costs & expenses incurred by the Independent Engineer & Auditor in carrying out the

study described in Tender document unless provided for to the contrary in the contract. Any increase/ change in the statutory taxes (except GST), will also be borne by the Independent Engineer & Auditor and the Authority will not be responsible for the same.

- 24.2 TDS under Income Tax Act shall be deducted at applicable rate from the bills of the Independent Engineer & Auditor.
- 24.3 Subject to the terms of the contract, Payments will be made in INR to the Bank Account in India of the selected Bidder and according to the payment schedule stated in the Tender document. All payment shall be made after the conditions listed for each such payment have been met, and the Independent Engineer & Auditor have submitted pre receipted invoice in duplicate to the FCI specifying the amount due.
- 24.4 Where the selected Bidder have to incur expenditure on travel and stay at a place away from the normal place of residence, for which they have to make their own arrangements, which is not reimbursable.
- 24.5 The selected Bidder shall bear all costs associated with the preparation and submission of its Bid, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.
- 24.6 The Bidder having valid GST registration number may claim GST from FCI (if applicable) from time to time on the fee payable to him under the contract. However, FCI reserves the right to release the payment of GST amount (if applicable) in the supply invoices only post matching of the invoices in the GSTN system. This shall further be ensured by the tenderer/bidder, registered under GST (if applicable), that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.
- 24.7 The tenderer /bidder, registered under GST (if applicable) shall ensure that the invoice to be raised with FCI is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by FCI.

## **25. PAYMENT:**

- 25.1 All payments to the Independent Engineer & Auditor shall be made in INR in accordance with the provisions of this Tender document. Digitally signed Bill needs to be submitted by uploading in the Bill Tracking Software (BTS) of FCI for which necessary User ID and Password will be provided by FCI. The fee shall be payable in India only by way of RTGS/NEFT/ OTHER ELECTRONIC MODE/ECS for which necessary bank details shall be furnished by the Independent Engineer & Auditor..

## **26. CURRENCY CONVERSION RATE**

- 26.1 For the purposes of technical evaluation of Applicants, **Rs. 83.24 (Rupees Eighty Three and paise Twenty Four only)** per US\$ shall be considered as the applicable currency conversion rate. In case of any other currency, the same shall first be converted to US\$ as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US\$ shall be converted into INR at the aforesaid rate. The conversion rate of such currencies

shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

- 26.2 The Independent Engineer & Auditor shall be paid for its services as per the Payment Schedule in INR only.
- 26.3 Deliverables expected from the Independent Engineer & Auditor are in two stages subject to cap of quoted/accepted bid amount. The payment mechanism details are given below:

The STAGE-I includes fulfilment of Conditions Precedent and Construction Period including construction, testing, issuance of completion certificate. STAGE II includes operation & maintenance of the storage facilities. Thus the timelines and payment schedule for each stage will be as below:-

#### STAGE – I

Key Date No.	Description of Deliverables/ Milestones	Days from the Commencement Date\$	Percentage of accepted bid amount^ (quarterly fee)
KD 0	Fulfilment of Conditions Precedents	---	100%
KD 1	On submission of Quarterly Progress Report covering contractual obligations as per the Concession Agreement.	90	100%
KD 2		180	100%
KD 3		270	100%
KD 4		360	100%
KD 5		450	100%
KD 6	On completion of construction work, successful testing and issue of completion certificate.	540	100%
	Total		700%

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

<sup>^</sup> The bid amount means the quarterly fee quoted by the Bidder as per Part B: Price Bid, Annexure- Note XVIII(B) and accepted by Authority.

#### Note:

1. The IE&A shall not be additionally compensated for any delay in achievement of CPs by the Concessionaire
2. The IE&A shall not be additionally compensated for any delay in achieving the Completion Certificate by the Concessionaire.
3. In case the construction works gets completed before 540 days from the Commencement Date and COD commences, the Independent Engineer & Auditor will get full payment for Stage-I period (Milestones KD 0 to KD 6).

## STAGE – II

Key Date No.	Description of Deliverables/ Milestones	Days from achieving COD	Percentage of accepted bid amount^ (quarterly fee)
KD 1	On submission of Periodic O&M Report (quarterly) covering contractual obligations as per the Concession Agreement	90	50%
KD 2		180	50%
KD 3		270	50%
KD 4	Operation & Maintenance of storage facilities and completion of all the contractual obligations as per the Concession Agreement	365 or end of period of contract as per Clause 5.1.	50%
	Total	100%	200%

Note:- In no case, payment to IE&A shall exceed the limits of 0.5% payment of the Total Project Cost per annum during Construction Period (stage I) and 0.25% of the Total Project Cost per annum during Operations Period (Stage II).

*In case of extension of the contract period as defined under Clause 5.1, the payment to the Independent Engineer & Auditor would be made at the quoted/accepted quarterly amount for Construction Period and half (50%) of the quoted/accepted quarterly amount for O&M Period, adjusted for All India Consumer Price Index. The adjustment for All India Consumer Price Index shall be computed considering 3<sup>rd</sup> year preceding the year of such extension as the base index. For avoidance of doubt, in case the original Contract Period is from March 2023 – December 2026 and the Authority extends the Contract by another 3 years, then the base for computation of CPI shall be December 2023.*

## 27. CORRUPT & FRAUDULENT PRACTICES:

- 27.1 Any bribe, commission, or advantage offered or promised by or on behalf of the bidder to any officer or official of FCI directly or indirectly shall (in addition to any criminal liability which the bidder may incur) debar his Bid from being considered. Canvassing on the part of, or on behalf of the bidder in any manner will also make his bid liable to rejection.
- 27.2 In case of any clear indication of cartelization, the Authority shall reject the Bid(s).
- 27.3 If the information given by the Bidder in the Bid Document is found to be false/ incorrect at any stage, Authority shall have the right to disqualify / summarily terminate the contract, without prejudice to any other rights that the Authority may have under the Contract and Law against the Bidder.

## 28. BOOK EXAMINATION

- 28.1 The Bidder shall, submit the Final Report consisting of detailed recommendations, background data and all supporting documents based on which the recommendations are made. Such reports submitted by the Independent Engineer & Auditor shall be the

exclusive property of FCI for all purposes, whenever required, produce or cause to be produced for examination by the Authority or any other officer authorized by it in this behalf.

**29. NO NEGOTIATION:**

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

29.2 The Bidder shall not use these bid documents or any part thereof for purposes unrelated to this Contract without the prior written approval of the Authority.

**30. SUBLETTING THE ASSIGNMENT:**

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

**31. BIDDERS' PERSONNEL:**

**31.1 Removal and/or Substitution of Personnel**

- (i) If the Authority finds that any of the Personnel has (i) committed serious misconduct or has been charged with having committed a criminal offence, or (ii) the Authority has reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Bidder shall, at the Authority's written request, provide as a substitute a person acceptable to the Authority.
- (ii) The Bidder shall have no claim for additional costs arising out of or incidental to any removal and/or substitution of Personnel.
- (iii) Normally, Key personnel indicated shall not be permitted to be changed during the currency of the consultancy as the eligibility of the Applicant is also based on the evaluation of Key Personnel and any change therein may upset the eligibility.
- (iv) FCI will not consider substitution of Key Personnel except for reasons of any incapacity or due to serious ailments or in rare and exceptional circumstances. Such substitution shall ordinarily be limited to one Key Personnel subject to equally or better qualified and experienced personnel being provided to the satisfaction of the FCI. As a condition to such substitution, a sum equal to 5% (five per cent) of the Fees payable to the Independent Engineer & Auditor under the contract shall be deducted from the payments due to the Independent Engineer & Auditor. In the case of a second substitution hereunder, such deduction shall be 20% (twenty per cent) of the Fees payable to the Independent Engineer & Auditor under the contract. However, such deductions shall not be applicable due to substitutions arising out of death of the original key personnel. The decision of FCI as to what constitutes a rare and exceptional circumstances shall be final.
- (v) The Independent Engineer & Auditor bidder shall have the option to provide key personnel with higher qualifications/experience or higher number of key persons.

However, no additional credit shall be given for the same for evaluation of their bid.

- (vi) If the Key Personnel makes a false averment regarding his qualification, experience or other particulars, such Key Personnel shall be liable to be debarred for any future assignment of the FCI for a period of 5 (five) years. Further, FCI shall have the option to ask for mandatory replacement of such Key Personnel or terminate the contract and debar/blacklist the Bidder for a period of 5 (five) years for any future assignment of FCI.

## **32. LIABILITY FOR PERSONNEL**

- 32.1 The Independent Engineer & Auditor shall be solely responsible for complying with all statutory responsibilities and liabilities in respect of the personnel engaged by him and liable for obtaining all mandatory registrations and deposit of contributions under various enactments. If, on account of default of the Independent Engineer & Auditor FCI is compelled to make any payments/contributions or discharge any responsibility/liability of the Independent Engineer & Auditor, FCI shall be entitled to recover and/or set off such amounts/expenses incurred from the amounts due to the Independent Engineer & Auditor under this or any other contract with FCI without prejudice to the right of FCI to initiate appropriate legal proceedings for recovery of such amounts. The Independent Engineer & Auditor shall indemnify the FCI against all claims whatsoever arising out of his default in respect of the personnel engaged by him under any Statute/Law in force. FCI shall in no way be responsible for any liabilities arising out of the Independent Engineer & Auditor contractual obligation with the Independent Engineer & Auditor personnel, experts, Similarly, the Independent Engineer & Auditor shall in no way be responsible for any liabilities arising out of FCI's personnel.
- 32.2 The contract as entered into between FCI and the Independent Engineer & Auditor shall in no way nullify, reduce, mitigate or absolve the parties of any responsibility, obligation or liability that may devolve upon them under any statutory/mandatory provisions prevailing in India. Liabilities of the Bidder in respect of obligatory laws remain unaffected and Bidder shall remain responsible for settlement of claims, if any, of third parties who may suffer damages either due to the fault of the Bidder or its employees and Associates.
- 32.3 Independent Engineer & Auditor shall be solely responsible for all claims arising out of any accident, death etc. in respect of the personnel engaged by the Independent Engineer & Auditor under the contract.

## **33. OBLIGATIONS OF THE INDEPENDENT ENGINEER & AUDITOR**

- 33.1 The Independent Engineer & Auditor shall perform and carry out their obligations under the contract with all due diligence, efficiency, and economy in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Independent Engineer & Auditor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Authority, and shall at all times

support and safeguard the Authority's legitimate interests in any dealings with the third parties.

**34. CERTIFICATE OF COMPLETION**

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

**35. REPORT & DATA PERTAINING TO THE ASSIGNMENT**

- 35.1 The inception report, final report, survey reports, all the data collected by the Independent Engineer & Auditor for the purpose of the assignment shall be the sole and exclusive property of FCI and FCI shall have the Intellectual property rights over them. The Independent Engineer & Auditor shall submit all supporting data along with the Report to the Authority.

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

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

**37. PROHIBITION OF CONFLICTING ACTIVITIES**

- 37.1 Independent Engineer & Auditor shall not have a conflict of interest that may affect the Selection Process or the Consultancy (the "**Conflict of Interest**"). Any Independent Engineer & Auditor found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Authority shall forfeit and appropriate the EMD if it is discovered before the award of the contract and Security Deposit if discovered after the award of contract as mutually agreed genuine pre-estimated compensation and damages payable to FCI for, *inter alia*, the time, cost and effort of the Authority including consideration of such Independent Engineer & Auditor's Bid, without prejudice to any other right or remedy that may be available to the FCI hereunder or otherwise.
- 37.2 FCI requires that the Independent Engineer & Auditor provides professional, objective, and impartial advice and at all times hold the Authority's interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Independent Engineer & Auditor shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the FCI.
- 37.3 Some guiding principles for identifying and addressing Conflicts of Interest have been illustrated in the Guidance Note at Schedule-3. Without limiting the generality of the



above, an Applicant shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- (a) the Independent Engineer & Auditor, its member (the “**Member**”) or Associate (or any constituent thereof) and any other Independent Engineer & Auditor, its member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of Independent Engineer & Auditor, its Member or Associate (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Independent Engineer & Auditor, Member or Associate, as the case may be) in the other Independent Engineer & Auditor, its member or Associate is less than 5 per cent of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. Indirect shareholding held through one or more intermediate persons shall be computed as follows: (aa) where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “**Subject Person**”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and (bb) subject always to sub-clause (aa) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (bb) if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- (b) a constituent of such Applicant is also a constituent of another Independent Engineer & Auditor; or
- (c) such Independent Engineer & Auditor or its Associate receives or has received any direct or indirect subsidy or grant from any other Applicant or its Associate; or
- (d) such Independent Engineer & Auditor has the same Authorised representative for purposes of this Application as any other Applicant; or
- (e) such Independent Engineer & Auditor has a relationship with another Independent Engineer & Auditor, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other Independent Engineer & Auditor; or
- (f) there is a conflict among this and other consulting assignments of the Independent Engineer & Auditor and any subsidiaries or entities controlled by such Independent Engineer & Auditor or having common controlling shareholders. The duties of the Independent Engineer & Auditor will depend on the circumstances of

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

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

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

37.5 An Independent Engineer & Auditor eventually appointed to provide Consultancy for this Project, and its Associates, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 5 (five) years from the completion of this assignment or to consulting assignments granted by banks/ lenders at any time; provided further that this restriction shall not apply to consultancy/ advisory services performed for the Authority in continuation of this Consultancy or to any subsequent consultancy/ advisory services performed for FCI in accordance with the rules of the Authority. For the avoidance of doubt, an entity affiliated with the Independent Engineer

& Auditor shall include a partner in the Independent Engineer & Auditor's firm or a person who holds more than 5% (five per cent) of the subscribed and paid up share capital of the Independent Engineer & Auditor, as the case may be, and any Associate thereof.

### **38. RELATIONSHIP WITH THIRD PARTIES**

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

### **39. DAMAGES**

- 39.1 The Independent Engineer & Auditor shall be liable to pay damages to FCI for any losses, costs and expenses incurred by the Authority due to breach of any of the terms and conditions of this contract and failure to perform any of the obligations under the contract.

### **40. INDEMNITY**

- 40.1 The Independent Engineer & Auditor shall indemnify defend and hold harmless the FCI during and after the term of this contract from and against all liabilities, damages, loses, expenses, demands, actions, proceedings, costs and claims of any nature whatsoever arising out of the acts, omissions, negligence and breach of this contract.
- 40.2 FCI reserves the right to claim from the tenderer/bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(s) on part of the service provider.

### **41. ADDITIONAL INFORMATION:**

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

### **42. PERFORMANCE STANDARDS:**

- 42.1 The Independent Engineer & Auditor shall perform the Services under the contract with the highest standards of professional and ethical competence, integrity and transparency. He/They shall promptly replace any employees assigned under this Contract that the Authority considers unsatisfactory.

### **43. DELAY IN THE ASSIGNMENT AND LIQUIDATED DAMAGES:**

#### **43.1 Liquidated Damages**

- 43.2 Liquidated Damages for error/variation

In case any error or variation is detected in the reports submitted by the Independent Engineer & Auditor and such error or variation on the part of the Independent Engineer & Auditor, the consequential damages thereof shall be quantified by the Authority in a

reasonable manner and recovered from the Independent Engineer & Auditor by way of liquidated damages, subject to a maximum of 10% (ten per cent) of the contract Value for the project.

43.3 Liquidated Damages for delay

43.4 In case of delay in completion of Services, liquidated damages not exceeding an amount equal to 0.2% (zero point two per cent) of the Contract Value of the project per day, subject to a maximum of 10% (ten per cent) of the contract Value of the project will be imposed and shall be recovered by appropriation from the Security deposit or otherwise. However, in case of delay due to reasons beyond the control of the Independent Engineer & Auditor, suitable extension of time shall be considered at the sole discretion of FCI. For the purpose of computing the total fee/ Contract Value, the accepted bid amount (quarterly fee) shall be multiplied by 9.

43.5 Encashment and appropriation of Security Deposit.

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

**44. ACTION FOR DEFICIENCY IN SERVICES**

44.1 In addition to the liquidated damages not amounting to penalty, as specified in the contract, in the case of significant deficiencies in Services causing adverse effect on the Project or on the reputation of FCI, other penal action including debarring/ blacklisting for a specified period may also be initiated as per policy of FCI from time to time.

44.2 The Independent Engineer & Auditor shall be liable for all costs, damages, compensation, fees, charges, levies, and expenses suffered or incurred by FCI due to their negligence and/or unworkman like performance of any services under this Contract, or breach of any terms of the Contract, or failure to carry out any of the obligations under the Contract. The decision of the FCI regarding such failure of the Independent Engineer & Auditor and their liability for the losses, etc. suffered by FCI, and quantum of such losses, shall be final and binding on the Independent Engineer & Auditor and FCI is entitled to recover all such losses from them.

44.3 If in the opinion of FCI the delay in completion of assignment is delayed unduly it shall be lawful for FCI to terminate the contract at the risk and cost of such Independent Engineer & Auditor and to forfeit the Security Deposit for recovery of all losses, damages, costs and expenses which may be incurred by FCI consequent to such termination.

44.4 If the Independent Engineer & Auditor is unavoidably hindered in carrying out the function on account of delayed decision or inputs by the Authority, which are necessary to carry out further work, he shall be allowed suitable extension of time by **GM (Region), FCI Regional Office, Gujarat** not exceeding the prescribed tenure of the contract, whose decision shall be final and binding on the Independent Engineer & Auditor. No claim of

the bidder shall be entertained against the Authority for the work done during such extended period.

#### **45. TERMINATION OF CONTRACT**

##### **45.1 BY THE AUTHORITY**

- (i) In the event of the Independent Engineer & Auditor having been adjudged as insolvent or going into liquidation or winding up their business or making arrangement with their creditors, the FCI shall be at liberty to terminate the contract forthwith and to realize from the Independent Engineer & Auditor all resultant losses, damages, costs incurred without prejudice to any other rights or remedies under the contract and law at the risk and cost of the Bidders.
- (ii) In the event of breach by the Bidder of any of the terms and conditions of the contract, or failing to observe any of the provisions, obligations governing the contract, the FCI shall also have, without prejudice to other rights and remedies, the right to terminate the contract forthwith at the risk and cost of the Independent Engineer & Auditor and to forfeit the Security Deposit or any part thereof for recovery of all losses, damages, costs and expenses which may be incurred by FCI consequent to such termination and / or in completing the assignment. In case the sum is not sufficient to cover the full amounts recoverable, the Independent Engineer & Auditor shall pay FCI on demand the entire remaining balance due. However, FCI may grant 15 days' time by way of Notice in writing to the Independent Engineer & Auditor to rectify the default before terminating the contract.
- (iii) FCI may at any time without assigning any reason terminate the contract without any liability by giving thirty days' notice to the bidder.
- (iv) In the event of complaint of the service provider/concessionaire, Authority shall initiate action as per Clause 13.3 of Concession Agreement for Termination of Appointment.
- (v) In the event of Termination of Contract due to default of Concessionaire/FCI during construction/O&M period, the contract between FCI and Independent Engineer & Auditor will stand terminated with immediate effect and the termination payment to the IE&A will be regulated as per Clause 47.2.

#### **46. TERMINATION OF CONTRACT BY INDEPENDENT ENGINEER & AUDITOR**

- 46.1 The Independent Engineer & Auditor may terminate this Contract, by not less than thirty (30) days written notice to the Authority, if the Authority fails to pay any undisputed amount due to the Bidder under the Contract, provided that if the authority pays such amount within the notice period such termination notice shall become in fructuous.

#### **47. PAYMENT UPON TERMINATION**

47.1 Without prejudice to the right of FCI to set off any dues recoverable from Bidder against payments outstanding, FCI shall pay remuneration for Services satisfactorily performed prior to the effective date of termination provided such termination is not on account of any breach of contract by the.

47.2 Total Payment to the IE&A upon termination of the Concession Agreement between Authority and Concessionaire would be regulated as under:

Stage I

- a) During fulfillment of CP (KD 0) – 50% of quoted /accepted bid amount (quarterly fee)
- b) During construction period and O&M period: The payments to the IE&A shall be made for the running dates on pro-rata basis, subject to satisfactory services by the IE&A and approved by the Authority

#### **48. FORCE MAJEURE**

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

#### **49 PROCEDURE FOR FORCE MAJEURE**

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

#### **49.2 PROLONGED FORCE MAJEURE**

- (i) In the event Force Majeure continuously impedes or prevents Independent Engineer & Auditor's performance for longer than 60 consecutive days from the date of commencement of such Force Majeure, notwithstanding the suspension of the obligations of the Independent Engineer & Auditor, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.
- (ii) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- (iii) The Independent Engineer & Auditor is entitled to the payments for the portion of the work already completed before the happening of any event constituting force Majeure culminating in termination of contract. Decision of the FCI in this regard will be final.

## **50. NOTICES**

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

## **51. GOVERNING LAWS AND JURISDICTION& DISPUTE SETTLEMENT**

- 51.1 This Contract shall be governed by the Laws of India for the time being in force. The courts at Ahmedabad/Delhi shall have exclusive jurisdiction for settlement of any disputes between the parties arising out of execution of this contract.

## **52. CONFIDENTIALITY & NON-DISCLOSURE**

- 52.1 Any information pertaining to the FCI or any other Governmental Agency involved in the project that comes to the knowledge of the Independent Engineer & Auditor in connection with this contract, unless already available in public domain, shall be deemed to be confidential and the Independent Engineer & Auditor will be fully responsible for the same being kept confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. The Independent Engineer & Auditor shall ensure due secrecy of information and data not intended for circulation in public.

## **53 MEETINGS AND COORDINATION:**

- 53.1 FCI may review with the Independent Engineer & Auditor, during the period of Consultancy, any or all of the documents and advice forming part of the Consultancy, in meetings and conferences which will be held in New Delhi/ Ahmedabad at the FCI's office. The frequency of such meetings would depend on the stage of completion of the work; the expenses for attending shall meetings shall be borne by the Independent Engineer & Auditor.
- 53.2 The Independent Engineer & Auditor will make a presentation on the inception report for discussion at a meeting. This will be a working document. The matter has to be specified.

**54. STANDARDS OF PERFORMANCE:**

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

**55. NO WAIVER OF RIGHTS:**

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

**56. SET-OFF**

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

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## **SECTION 3:**

### **TERMS OF REFERENCE FOR INDEPENDENT ENGINEER & AUDITOR**

#### **1. SCOPE**

- 1.1 These Terms of Reference for the Independent Engineer & Auditor (the “TOR”) are being specified pursuant to the Concession Agreement dated 06.04.2023 (the “Agreement”), which has been entered into between the Authority and (M/s. H.M. Agri Logistic Limited) for the Storage Facility at in Banaskantha district in the Gujarat State on Design, Build, Finance, Own & Operate (DBFOO) basis, and a copy of which is annexed hereto and marked as Annex-I to form part of this TOR.
- 1.2 This TOR shall apply to construction, operation and maintenance of the Storage Facility

#### **2. Definitions and interpretation**

- 2.1 The words and expressions beginning with or in capital letters used in this TOR and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2 References to Articles, Clauses and Schedules in this TOR shall, except where the context otherwise requires, be deemed to be references to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this TOR.
- 2.3 The rules of interpretation stated in Clauses 1.2, 1.3 and 1.4 of the Agreement shall apply, mutatis mutandis, to this TOR

#### **3. Role and functions of the Independent Engineer & Auditor**

- 3.1 The role and functions of the Independent Engineer & Auditor shall include the following:

- (i) Support Authority relating to Conditions Precedent including
  - a. Verify the status of Conditions Precedent upon submission of documents by the Concessionaire. This shall include verification of land documents, site suitability, status of applicable permits, financial closure documents etc. as stated as a part of Concessionaire’s Conditions Precedent;
  - b. Report to the Authority on the status of Conditions Precedent;
  - c. Advice the Authority to matters related to fulfilment of Conditions Precedent and on provisions of the Concession Agreement, as and when solicited

- (ii) review of the Drawings and Documents as set forth in Paragraph 4;
- (iii) review, inspection and monitoring of Construction Works as set forth in Paragraph 4;
- (iv) review, inspection and testing of Storage Facility as set forth in Paragraph 4;
- (v) conducting Tests on completion of construction and issuing Completion/ Provisional Certificate as set forth in Paragraph 4;
- (vi) review, inspection and monitoring of O&M as set forth in Paragraph 5;
- (vii) review, inspection and monitoring of Divestment Requirements as set forth in Paragraph 6;
- (viii) determining, as required under the Agreement, the costs of any works or services and/or their reasonableness;
- (ix) determining, as required under the Agreement, the period or any extension thereof, for performing any duty or obligation;
- (x) assisting the Parties in resolution of Disputes as set forth in Paragraph 8; and
- (xi) undertaking all other duties and functions in accordance with the Agreement.

3.2 The Independent Engineer & Auditor shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.

#### **4. Construction Period**

- 4.1 The Independent Engineer & Auditor shall undertake a detailed review of the Drawings to be furnished by the Concessionaire along with supporting data, including the geo-technical and hydrological investigations, topographical surveys and other surveys conducted as part of the Feasibility Report and any further revision thereof. The Independent Engineer & Auditor shall complete such review and send its comments/observations to the Authority and the Concessionaire within 15 (fifteen) days of receipt of such Drawings. In particular, such comments shall specify the conformity or otherwise of such Drawings with the Scope of the Project and Specifications and Standards.
- 4.2 The Independent Engineer & Auditor shall review any Drawings or modified Drawings or supporting Documents sent to it by the Concessionaire and furnish its comments within 7 (seven) days of receiving such Drawings or Documents.
- 4.3 The Independent Engineer & Auditor shall review the detailed design, construction methodology, quality assurance procedures and the procurement, engineering and

construction time schedule sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.

- 4.4 The Independent Engineer & Auditor shall review the detailed design and the manufacturing, installation, testing and commissioning plans for the Storage Facility sent to it by the Concessionaire and furnish its comments within 15 (fifteen) days of receipt thereof.
- 4.5 Upon reference by the Authority, the Independent Engineer & Auditor shall review and comment on the EPC Contract or any other contract for construction, operation and maintenance of the Storage Facility, and furnish its comments within 7 (seven) days from receipt of such reference from the Authority.
- 4.6 The Independent Engineer & Auditor shall review the monthly progress report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 4.7 The Independent Engineer & Auditor shall inspect the Construction Works and equipment (if any) once every month, preferably after receipt of the monthly progress report from the Concessionaire, but before the 20th (twentieth) day of each month in any case, and make out a report of such inspection (the “Inspection Report”) setting forth an overview of the status, progress, quality and safety of construction, including the work methodology adopted, the materials used and their sources, and conformity of Construction Works and equipment with the Scope of the Project and the Specifications and Standards. In a separate section of the Inspection Report, the Independent Engineer & Auditor shall describe in reasonable detail the lapses, defects or deficiencies observed by it in the construction of the Storage Facility or in the equipment. The Inspection Report shall also contain a review of the maintenance of the existing roads in conformity with the provisions of the Agreement. The Independent Engineer & Auditor shall send a copy of its Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 4.8 The Independent Engineer & Auditor may inspect the Storage Facility more than once in a month if any lapses, defects or deficiencies require such inspections.
- 4.9 For determining that the Construction Works conform to Specifications and Standards, the Independent Engineer & Auditor shall require the Concessionaire to carry out, or cause to be carried out, tests on a sample basis, to be specified by the Independent Engineer & Auditor in accordance with Good Industry Practice for quality assurance. For purposes of this Paragraph 4.9, the tests prescribed in the relevant Manuals specified by the Government in relation to structures, buildings, lines, equipment and electrical systems (the “Quality Control Manuals”) or any modification/substitution thereof shall be deemed to be tests conforming to Good Industry Practice for quality assurance. The Independent Engineer & Auditor shall issue necessary directions to the Concessionaire for ensuring that the tests are conducted in a fair and efficient manner, and shall monitor and review the results thereof.

- 4.10 The sample size of the tests, to be specified by the Independent Engineer & Auditor under Paragraph 4.9, shall comprise 10% (ten per cent) of the quantity or number of tests prescribed for each category or type of tests in the Quality Control Manuals; provided that the Independent Engineer & Auditor may, for reasons to be recorded in writing, increase the aforesaid sample size by up to 10% (ten per cent) for certain categories or types of tests.
- 4.11 The timing of tests referred to in Paragraph 4.9, and the criteria for acceptance/ rejection of their results shall be determined by the Independent Engineer & Auditor in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Concessionaire for its own quality assurance in accordance with Good Industry Practice.
- 4.12 In the event that the Concessionaire carries out any remedial works for removal or rectification of any defects or deficiencies, the Independent Engineer & Auditor shall require the Concessionaire to carry out, or cause to be carried out, tests to determine that such remedial works have brought the Construction Works into conformity with the Specifications and Standards, and the provisions of this Paragraph 4 shall apply to such tests.
- 4.13 In the event that the Concessionaire fails to achieve any of the Project Milestones, the Independent Engineer & Auditor shall undertake a review of the progress of construction and identify potential delays, if any. If the Independent Engineer & Auditor shall determine that completion of the Storage Facility is not feasible within the time specified in the Agreement, it shall require the Concessionaire to indicate within 15 (fifteen) days the steps proposed to be taken to expedite progress, and the period within which COD shall be achieved. Upon receipt of a report from the Concessionaire, the Independent Engineer & Auditor shall review the same and send its comments to the Authority and the Concessionaire forthwith.
- 4.14 If at any time during the Construction Period, the Independent Engineer & Auditor determines that the Concessionaire has not made adequate arrangements for the safety of workers or any other persons in the zone of construction, or that any work is being carried out in a manner that threatens the safety of the workers or any other persons in the zone of construction, it shall make a recommendation to the Authority forthwith, identifying the whole or part of the Construction Works that should be suspended for ensuring safety in respect thereof.
- 4.15 In the event that the Concessionaire carries out any remedial measures to secure the safety of suspended works and other persons in the zone of construction, it may, by notice in writing, require the Independent Engineer & Auditor to inspect such works, and within 3 (three) days of receiving such notice, the Independent Engineer & Auditor shall inspect the suspended works and make a report to the Authority forthwith, recommending whether or not such suspension may be revoked by the Authority.
- 4.16 If suspension of Construction Works is for reasons not attributable to the Concessionaire, the Independent Engineer & Auditor shall determine the extension of dates set forth in the

Project Completion Schedule, to which the Concessionaire is reasonably entitled, and shall notify the Authority and the Concessionaire of the same.

- 4.17 The Independent Engineer & Auditor shall carry out, or cause to be carried out, all the Tests specified in Schedule-I and issue a Completion Certificate or Provisional Certificate, as the case may be. For carrying out its functions under this Paragraph 4.17 and all matters incidental thereto, the Independent Engineer & Auditor shall act under and in accordance with the provisions of Article 14 and Schedule-I.
- 4.18 Upon reference from the Authority, the Independent Engineer & Auditor shall make a fair and reasonable assessment of the costs of providing information, works and services as set forth in Article 16 and certify the reasonableness of such costs for payment by the Authority to the Concessionaire.
- 4.19 The Independent Engineer & Auditor shall aid and advise the Concessionaire in preparing the Maintenance Manual.
- 4.20 Review “as-built” drawings for design parameters and performance of the works prepared by the Concessionaire;
- 4.21 Issue the Completion Certificate in accordance with the provisions of the Concession Agreement;
- 4.22 If required mediate and assist in resolving disputes between both the Parties to the Concession Agreement.

## **5. Operation Period**

- 5.1 In respect of the Drawings and Documents received by the Independent Engineer & Auditor for its review and comments during the Operation Period, the provisions of Paragraph 4 shall apply, mutatis mutandis.
- 5.2 The Independent Engineer & Auditor shall review the annual Maintenance Programme furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 15 (fifteen) days of receipt of the Maintenance Programme.
- 5.3 The Independent Engineer & Auditor shall review the monthly status report furnished by the Concessionaire and send its comments thereon to the Authority and the Concessionaire within 7 (seven) days of receipt of such report.
- 5.4 The Independent Engineer & Auditor shall scrutinise and verify the Intake Reports and the Dispatch Reports and shall also conduct audits to determine the Availability, Reliability and Shortfall in accordance with the terms of the Concession Agreement.
- 5.5 The Independent Engineer & Auditor shall ensure periodic calibration of Weighment and Testing Equipment as well as periodic check of all scientific testing equipment.
- 5.6 The Independent Engineer & Auditor shall assess the amount of Incentives and Damages, if any, payable or recoverable, as the case may be, under Clause 27.11 and notify the

Concessionaire and the Authority of such amounts, in accordance with the terms of the Concession Agreement.

- 5.7 The Independent Engineer & Auditor shall inspect the Storage Facility, at least once every quarter, preferably after receipt of the last monthly status report in the relevant quarter from the Concessionaire, but before the 20th (twentieth) day after the close of each quarter in any case, and make out an O&M Inspection Report setting forth an overview of the status, quality and safety of O&M including its conformity with the Key Performance Indicators, Maintenance Programme, Maintenance Requirements and Safety Requirements. In a separate section of the O&M Inspection Report, the Independent Engineer & Auditor shall describe in reasonable detail the lapses, defects or deficiencies observed by it in O&M of the Storage Facility. The Independent Engineer & Auditor shall send a copy of its O&M Inspection Report to the Authority and the Concessionaire within 7 (seven) days of the inspection.
- 5.8 The Independent Engineer & Auditor may inspect the Storage Facility more than once in a quarter, if any lapses, defects or deficiencies require such inspections.
- 5.9 The Independent Engineer & Auditor shall in its O&M Inspection Report specify the tests, if any, that the Concessionaire shall carry out, or cause to be carried out, for the purpose of determining that the Storage Facility is in conformity with the Maintenance Requirements. It shall monitor and review the results of such tests and the remedial measures, if any, taken by the Concessionaire in this behalf.
- 5.10 In respect of any defect or deficiency referred to in Paragraph 3 of Schedule-K, the Independent Engineer & Auditor shall, in conformity with Good Industry Practice, specify the permissible limit of deviation or deterioration with reference to the Specifications and Standards and shall also specify the time limit for repair or rectification of any deviation or deterioration beyond the permissible limit.
- 5.11 The Independent Engineer & Auditor shall determine if any delay has occurred in completion of repair or remedial works in accordance with the Agreement, and shall also determine the Damages, if any, payable by the Concessionaire to the Authority for such delay.
- 5.12 The Independent Engineer & Auditor shall examine the request of the Concessionaire for closure of any section of the Storage Facility for undertaking maintenance/repair thereof, keeping in view the need to minimise disruption in Storage Facilities and the time required for completing such maintenance/repair in accordance with Good Industry Practice. It shall grant permission with such modifications, as it may deem necessary, within 3 (three) days of receiving a request from the Concessionaire. Upon expiry of the permitted period of closure, the Independent Engineer & Auditor shall monitor the re-opening of such section, and in case of delay, determine the Damages payable by the Concessionaire to the Authority under Clause 17.8.
- 5.13 The Independent Engineer & Auditor shall monitor and review the curing of defects and deficiencies by the Concessionaire as set forth in Clause 18.5.

- 5.14 In the event that the Concessionaire notifies the Independent Engineer & Auditor of any modifications that it proposes to make to the Storage Facility, the Independent Engineer & Auditor shall review the same and send its comments to the Authority and the Concessionaire within 15 (fifteen) days of receiving the proposal.
- 5.15 The Independent Engineer & Auditor shall assess and certify the amount of revenue as mentioned in Clause 30.2 and notify the Concessionaire and the Authority of such amounts in accordance with the terms and conditions of the Concession Agreement.
- 5.16 Carry out quarterly and annual audits at the Silo Complex in respect of operational performance parameters as stipulated in the Concession Agreement;
- 5.17 Carry out annual audits to verify that term and conditions of the Concession Agreement are complied with by both the Parties;
- 5.18 If required mediate and assist in resolving disputes between both the Parties to the Concession Agreement.

## **6. Termination**

- 6.1 At any time, not earlier than 90 (ninety) days prior to Termination but not later than 15 (fifteen) days prior to such Termination, the Independent Engineer & Auditor shall, in the presence of a representative of the Concessionaire, inspect the Storage Facility for determining compliance by the Concessionaire with the Divestment Requirements set forth in Clause 39.1 and, if required, cause tests to be carried out at the Concessionaire's cost for determining such compliance. If the Independent Engineer & Auditor determines that the status of the Storage Facility is such that its repair and rectification would require a larger amount than the sum set forth in Clause 40.2, it shall recommend retention of the required amount in the Escrow Account and the period of retention thereof.
- 6.2 The Independent Engineer & Auditor shall inspect the Storage Facility once in every 15 (fifteen) days during a period of 90 (ninety) days after Termination for determining the liability of the Concessionaire under Article 40, in respect of the defects or deficiencies specified therein. If any such defect or deficiency is found by the Independent Engineer & Auditor, it shall make a report in reasonable detail and send it forthwith to the Authority and the Concessionaire.

## **7. Determination of costs and time**

- 7.1 The Independent Engineer & Auditor shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.
- 7.2 The Independent Engineer & Auditor shall determine the period, or any extension thereof, that is required to be determined by it under the Agreement.

## **8. Assistance in Dispute resolution**

- 8.1 When called upon by either Party in the event of any Dispute, the Independent Engineer & Auditor shall mediate and assist the Parties in arriving at an amicable settlement.
- 8.2 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Independent Engineer & Auditor shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.
- 9. Other duties and functions**  
‘The Independent Engineer & Auditor shall perform all other duties and functions specified in the Agreement.
- 10. Miscellaneous**
- 10.1 The Independent Engineer & Auditor shall notify its programme of inspection to the Authority and to the Concessionaire, who may, in their discretion, depute their respective representatives to be present during the inspection.
- 10.2 A copy of all communications, comments, instructions, Drawings or Documents sent by the Independent Engineer & Auditor to the Concessionaire pursuant to this TOR, and a copy of all the test results with comments of the Independent Engineer & Auditor thereon shall be furnished by the Independent Engineer & Auditor to the Authority forthwith.
- 10.3 The Independent Engineer & Auditor shall obtain, and the Concessionaire shall furnish in 2 (two) copies thereof, all communications and reports required to be submitted, under this Agreement, by the Concessionaire to the Independent Engineer & Auditor, whereupon the Independent Engineer & Auditor shall send 1 (one) of the copies to the Authority along with its comments thereon.
- 10.4 The Independent Engineer & Auditor shall retain at least one copy each of all Drawings and Documents received by it, including ‘as-built’ Drawings, and keep them in its safe custody.
- 10.5 Upon completion of its assignment hereunder, the Independent Engineer & Auditor shall duly classify and list all Drawings, Documents, results of tests and other relevant records, and hand them over to the Authority or such other person as the Authority may specify, and obtain written receipt thereof. Two copies of the said documents shall also be furnished in their editable digital format or in such other medium or manner as may be acceptable to the Authority.
- 10.6 Wherever no period has been specified for delivery of services by the Independent Engineer & Auditor, the Independent Engineer & Auditor shall act with the efficiency and urgency necessary for discharging its functions in accordance with Good Industry Practice.



**PART A**  
**TECHNICAL BID**

**SECTION 4:**  
**FORMAT FOR SUBMISSION OF TECHNICAL BID**

**APPENDIX -I**

**FORWARDING LETTER**

From

(Full Name of the bidder Firm) -----

Address -----

-----

-----

-----

Phone No. \_\_\_\_\_

Fax \_\_\_\_\_

Email id \_\_\_\_\_

Website \_\_\_\_\_

To

The General Manager, (Region)

Food Corporation of India

Regional Office, Gujarat,

Near Himali Tower, Manekbaug Shyamal Road, Satellite,

Ahmedabad-380015

Dear Sir,

1. With reference to your Tender No. \_\_\_\_\_ dated \_\_\_\_\_ I/we submit the Online Bids under two-bid system for selection of an Independent Engineer & Auditor for setting up of silos on Design, Build, Finance, Own & Operate (the "DBFOO") basis for the following locations.

S. No.	Location of the Project
1.	..... in ..... District

2. I/We have thoroughly examined and understood all the terms & conditions as contained in the complete set of Tender document and expressly agree to abide by them.

3. The bid submitted is unconditional and unqualified.
4. All information provided in the Bid and in its annexures and supporting documents are true and correct and all documents accompanying such Bid are true copies of their respective originals.
5. This statement is made for the express purpose of appointment as the Independent Engineer & Auditor for the aforesaid Project.
6. I/We shall make available to FCI any additional information it may deem necessary or require for supplementing or authenticating the Bid.
7. I/We acknowledge the right of FCI to reject our application without assigning any reason or otherwise and I/We do not have any Conflict of Interest.
8. I/We agree to keep the offer open for acceptance up to and inclusive of 90 days from the date of opening of the Price Bid and to the extension of the said date by another 30 days in case it is so decided by FCI. I/We shall be bound by communication of acceptance of the offer dispatched by FCI within the time. I/we also agree that if the date up to which the offer would remain open is declared a holiday for FCI, the offer will remain open for acceptance till the next working day.
9. I/We hereby upload alongwith the Technical Bid the scanned copy / soft copy of RTGS / NEFT/ OTHER ELECTRONIC MODE acknowledgment of depositing INR 5900/- (Rupees Five Thousand and Nine Hundred Only) inclusive of Goods and Service Tax towards Tender Processing Fee in the stipulated FCI account. I, further hereby upload alongwith the Technical Bid the scanned copy of the bank guarantee (including e-Bank Guarantee) / Insurance Surety Bond / soft copy of RTGS / NEFT/ OTHER ELECTRONIC MODE acknowledgment of depositing Rs. ..../- (Rupees..... Only) towards Earnest Money in the stipulated FCI account.
10. In the event of my/our Bid being accepted, I/We agree to furnish within fifteen working days from the date of issue of acceptance letter of the Bid, Security Deposit as stipulated in the Bid.
11. I/We do hereby declare that the entries made in the bid document are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.
12. I/We do hereby declare that the bidder Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking for any failure to comply with the terms and conditions of any contract, as on the due date of bid (\*)

OR

I/We hereby declare that the bidder Firm was blacklisted/ debarred by \_\_\_\_\_ (here give the name of the Authority/Department/Agency) for a period of \_\_\_\_\_, which period has expired on \_\_\_\_\_. (Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(\*)

(\*) *(Strike out whatever is not applicable)*

13. I/We hereby declare that the contract entered into by the bidder Firm with any Govt. Department/Public sector undertaking has not been terminated before the expiry of the contract period at any point of time during the last five years for breach of any terms and conditions.
14. I/We hereby declare that the Earnest Money Deposit and/or Security Deposit of the bidder Firm / Organization/ Institute have not been forfeited or adjusted by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions.
15. I/We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors has not been, at any time, convicted by any court for any offence and sentenced to imprisonment for a period of three years or more.
16. I/We hereby declare that the Bidder Firm, its proprietor / any of the partners / any of the Directors do not attract any of the disqualification conditions stipulated in this Bid documents.
17. I/We certify that all information furnished by the bidder Firm is true & correct and in the event that the information is found to be incorrect/untrue, the FCI shall have the right to disqualify the Firm without giving any notice or reason therefore or summarily terminate the contract, without prejudice to any other rights that the FCI may have under the Contract and Law.
18. I/We hereby confirm that the bidder satisfy the terms and conditions laid down in the Bid document.
19. I/We have declare that ..... (insert individual's name) will act as our Authorised Representative on our behalf and has been duly authorized to submit our Bid. Further, the authorised signatory is vested with requisite powers to furnish such bid and all other documents, information or communication and authenticate the same.

**(Signature of Bidder)**

**(Authorized Signatory)**

**(Seal of Bidder Firm)**

**BIDDER PROFILE**

<b>Sl. No</b>	<b>Particulars</b>	
1.	Name of the Bidder Firm with full address, Corporate Office/Head Office etc. Website, E-mail ID, Telephone etc.	
2.	Provide a brief description of the background of the Bidder firm/entity. The brief description should include constitution of the firm, its objectives, some of the main clients of the firm etc.	
3.*	Name, designation & address, Tel. No. of the authorized signatory & nature of authorization( ie, POA/Resolution etc.)	
4.	Nature Government /PSU/ Private/others	
5.*	Composition of Bidder: State whether the Bidder is a registered partnership firm, LLP or a company, OR a Registered Society etc. The name of all Partners, LLP or all the Directors of the company, as applicable, shall be furnished.	
6.*	(i) PAN Number	
	(ii) GST Registration Number of the Firm.	
7.	Furnish details of Sister concerns with the name of Proprietor/Director/Partner thereof with the nature of business	
8.	Date & Year of Establishment / incorporation of firm.	
9.*	Number of years of experience in Consultancy Services	
10.	Core Competency	
11.	Any other important information about the firm.	

12.	Whether Bidder have been blacklisted or otherwise debarred by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations (Y/N)	
13.	Whether the Bidder's contract with FCI or central/state Govt. or any central/ State PSU /Statutory Corporations, has been terminated before the expiry of the contract period for breach of any terms and conditions at any point of time during the last five years. (Y/N)	
14.	Whether the Bidder's Earnest Money Deposit and/or Security Deposit have been forfeited by FCI or central/state Govt. or any central/ State PSU /Statutory Corporations during the last five years, for breach of any terms and conditions. (Y/N)	
15.	Whether the proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company have been at any time, convicted by a Court for an offence involving moral turpitude. (Y/N)	
16.	Whether the bidder firm / its proprietor/any of the partners of the Bidder firm/any of the Directors of the Bidder company has any conflict of interest as defined in this contract. (Y/N)	

\*Vendor master data as per **Annexure –XV to this document** shall be provided by the vendor.

## Financial Capacity of the Bidder

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

**Certificate from the Statutory Auditor<sup>\$</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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

**Abstract of Eligible Assignments of the Bidder**

S.No	Name of Project	Name of Client	Estimated capital cost of Project (in Rs. crore/ US\$ million), including sector <sup>1</sup>	Payment of professional fees received by the bidder (in Rs. crore)
(1) <sup>£</sup>	(2)	(3)	(4)	(5)
1				
2				
3				
4				

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

**Certificate from the Statutory Auditor<sup>\$</sup>**

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

Name of the audit firm:

Seal of the audit firm

Date:

(Signature, name and designation of the authorised signatory)

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

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

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<sup>1</sup> As per definition of Eligible Assignment

**Eligible Assignments of Bidder**

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

**Notes:**

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

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<sup>2</sup> As per definition of Eligible Assignment



**PARTICULARS OF KEY PERSONNEL**

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

Name of the Key Personnel

Signature

Attested by

(Bidder)

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

**Abstract of Eligible Assignments of Key Personnel<sup>\$</sup>**

Name of Key Personnel:

Designation:

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

<sup>\$</sup> Use separate Form for each Key Personnel.

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

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<sup>3</sup> As per definition of Eligible Assignment

**Eligible Assignments of Key Personnel**

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

**Notes:**

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

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<sup>4</sup> As per definition of Eligible Assignment

**Curriculum Vitae (CV) of Key Personnel**

1. Proposed Position:

2. Name of Personnel:

3. Date of Birth:

4. Nationality:

5. Educational Qualifications:

6. Employment Record:

(Starting with present position, list in reverse order every employment held.)

7. List of projects on which the Personnel has worked

Name of project

Description of responsibilities

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

Certification:

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

(Signature and name of the Key Personnel)

Place.....

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

**Notes:**

1. Use separate form for each Key Personnel
2. Each page of the CV shall be signed in ink and dated by both the Personnel concerned and by the Authorised Representative of the Bidder firm along with the seal of the firm.
3. Self-attested copies of documents in support of Education Qualification and Experience shall be uploaded.

**Proposed Methodology and Work Plan**

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

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

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

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

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

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

**Power of Attorney**

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

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

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

For .....

(Signature, name, designation and address)

Witnesses:

- 1.
- 2.

Notarised

Accepted

.....

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

Notes:

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

**DECLARATION**

(To be given on Company Letter Head)

To,

The General Manager (Region)

Food Corporation of India,

Regional Office, Gujarat

Near Himali Tower, Manekbaug Shyamal Road, Satellite

Ahmedabad – 380015

I \_\_\_\_\_ Son/Daughter/Wife of \_\_\_\_\_ is the authorized representative of the bidder firm and I am competent to sign this declaration and execute this Bid document.

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

Signature of authorized

Representative:

Full Name :

Designation:

Name & Address of

Organisation:

Seal:

Date:

Place:



**DECLARATION OF ACCEPTANCE OF TERMS & CONDITIONS OF TENDER**

(To be given on Company Letter Head)

Date:

To,

The General Manager (Region)

Food Corporation of India,

Regional Office, Gujarat

Near Himali Tower, Manekbaug Shyamal Road, Satellite

Ahmedabad - 380015

Sub: Acceptance of Terms & Conditions of Tender.

Bid Reference No: \_\_\_\_\_

Name of Bid / Work:

Dear Sir,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely: \_\_\_\_\_ as per your advertisement, given in the above mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by FCI too have also been taken into consideration, while submitting this Bid.
4. I / We hereby unconditionally accept the Bid conditions of above-mentioned Bid document(s) / corrigendum(s) in its totality / entirety.
5. In case any provisions of this tender are found violated, then FCI shall without prejudice to any other right or remedy be at liberty to reject this bid including the forfeiture of the full said Earnest Money Deposit/ Security Deposit, as the case may be, absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

**Proforma of Bank Guarantee of Security Deposit**

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

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

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

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

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

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

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

writing on or before **(date)** (36 months to be indicated) \_\_\_\_ we shall be discharged from all liability under this guarantee thereafter.

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

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

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

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

"Cover message for this BG has been sent to FCI bankers i.e. **ICICI Bank Ltd. 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS.**"

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

For .....

Name of Bank:

Seal of the Bank:

Dated, the .....day of ....., 20.....

(Signature, name and designation of the authorised signatory)

NOTES:

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

**INSTRUCTIONS TO BIDDERS FOR ONLINE BID SUBMISSION**

1. Tender documents may be downloaded from GeM Portal <https://gem.gov.in>. Aspiring bidders/suppliers, who have not enrolled/registered on GeM portal, should enroll/register before participating through the website <https://gem.gov.in>. Bidders are advised to go through instructions provided at Annexure-A regarding “Instruction For Online Bid Submissions”
2. Tenderers can access tender documents on the website, fill them all relevant information and submit the completed tender documents into electronic tender on the website <https://gem.gov.in>
3. Tenders and supporting documents should be uploaded through GeM Portal. Hard copy of tender documents will not be accepted.
4. Corrigendum/ Addendum related to the Tender Notice, if any, shall be issued/available online only. Prospective Bidders are requested to view the website i.e. GeM portal regularly. No separate advertisement shall be published in newspapers.
5. The bidders are required to submit soft copies of their bids electronically on the GEM Portal, using valid login credentials. Instructions given below are meant to assist the bidders in registering on the GEM Portal, prepare their bids in accordance with the requirement and submitting their bids online on the GEM Portal. Corrigendum if any will be published at GeM Portal only. More information useful for submitting online bids on the GEM Portal may be obtained at <https://gem.gov.in>
6. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the GEM Portal Helpdesk. The contact number for the helpdesk can be viewed on website i.e. <https://gem.gov.in>.
7. Any query relating to the tender document and the terms and conditions contained therein should be addressed to \_\_\_\_\_(Email id of General Manger RO-\_\_\_\_\_).

**PREPARATION OF BIDS**

- i. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- ii. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- iii. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.

- iv. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **SUBMISSION OF BIDS**

- i. Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- ii. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- iii. Bidder has to select the payment option as “offline” to pay the tender fee as applicable and enter details of the instrument.
- iv. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission or as specified in the tender document. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- v. If the price bid has been given as a standard BoQ format with the tender document, then the same is downloaded and to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their Price Bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the while coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- vi. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- vii. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- viii. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

- ix. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- x. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

- i. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting FCI for a tender or the relevant contact person indicated in the tender.
- ii. Any queries relating to the process of online bid submission or queries relating to GeM Portal in general may be directed to the 24x7 GeM Portal Helpdesk. The contact number for the helpdesk viewed on website i.e <https://gem.gov.in>

**VENDOR DETAILS**

Vendor details	
Particular	Details
1. Name of the Vendor	
2. Constitution of the Vendor (Proprietor, HUF, Partnership Firm, LLP, Private/Public Company, Society/Club/Trust/AOP, Foreign Company, Govt. Dept., Others)	
3. PAN of the Business (along with copy of PAN Card)	
4. Software used by your organization for accounting purpose	
5. Details of Goods (along with HSN Code/Excise classification) being/to be supplied to our organization	
6. Details of Services (along with HSN Code) being/to be supplied to our organization	
7. Following details for <b>each supplying State (from which material/services is being or proposed to be supplied to us)</b> [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.

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



**ANNEXURE – XVI**  
**Bank Guarantee for EMD**

(Refer Clauses 14.1)

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

1. In consideration of you, Food Corporation of India, having its head office at 16-20, Barakhamba 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 **“SELECTION OF INDEPENDENT ENGINEER & AUDITOR (IE&A) TO OVERSEE/SUPERVISE SETTING UP OF SILOS ON DESIGN, BUILD, FINANCE, OWN & OPERATE (“DBFOO”) BASIS FOR STORAGE OF FOOD GRAIN** “(hereinafter referred to as **“the Project”**) pursuant to the RFP Document dated ..... issued in respect of the Project (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 14.1 read with Clause 14.2 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 fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in breach or default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or 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 fulfil 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. \*\*\*\*\* (Rupees \*\*\*\*\*only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 120 (One hundred and twenty) days from the Bid Due Date inclusive of a claim period of 30 (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.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in breach or default of due and faithful fulfilment 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 breach or 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.
6. 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.
7. 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 fulfilment 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 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.
8. 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.
9. 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.

10. 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.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein and that the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
13. 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 120 days after the Bid Due Date)].
14. "Cover message for this bank guarantee has been sent to Authority's bankers i.e. **ICICI Bank Ltd. 9 Phelps building, C.P., New Delhi. IFSC code ICIC0000007 through SFMS.**"

Signed and Delivered by ..... Bank

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

(Signature of the Authorised Signatory)

(Official Seal)

**PART – B**

**PRICE BID**

**SECTION 5:  
FORMAT FOR SUBMISSION OF PRICE BID**

**PRICE BID**

**Covering Letter**  
(On Applicant's letter head)

From: (Full name and address of the Bidder)\_\_\_\_\_

\_\_\_\_\_

To,

The General Manager (Region)

Food Corporation of India,

Regional Office, Gujarat

Near Himali Tower, Manekbaug Shyamal Road, Satellite

Ahmedabad-380015

Dear Sir/Madam,

1. I/We submit the Price Bid for appointment as an Independent Engineer & Auditor to undertake Monitoring and supervision of construction, operation and maintenance of the Silos as envisaged in the Bid document.
2. I/ We have thoroughly examined and understood all the terms and conditions as contained in the Bid document and agree to abide by them.
3. I/ We offer to work at the rates as indicated in the schedule of Price Bid, **Annexure-XVIII** inclusive of all applicable taxes except GST.
4. I/We agree that this offer shall remain valid for a period of 90 (ninety) days from the date of opening of the Bid and that Authority, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders.

Yours Faithfully,

Signature of authorized Representative:

Full Name:

Designation:

Name & Address of Bidder Firm

Seal:

Date:

Place:

**SCHEDULE OF PRICE BID**

I/ We hereby submit the Price Bid for undertaking the aforesaid Projects in accordance with the RFP Document as per the Price Bid format available on GeM web portal.

(To be uploaded only on GeM Portal)

S. No.	Location of the project	Amount in words  <b>Quarterly Fee</b> (Considering all stages of the project) – for original period of contract as defined under Clause 5.1	Amount in figures
1.	Banaskantha		

**Note:**

1. Financial Quote for the Project applied by the Applicant to be filled in one BOQ and uploaded on GeM Portal only and not to be submitted in physical form.
2. The financial cost shall be based on the above Price Bid.
3. The rates shall be quoted in Indian Rupee only.
4. The rates will be inclusive of all taxes (except GST), fees, levies, etc. and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder. The GST would be borne by FCI as applicable from time to time.
5. In case of any discrepancy/difference in the amounts indicated in figures and words the amount in words will prevail and will be considered.
6. The quoted amount would be multiplied to arrive at the total fee (quoted fee multiplied by 9), which will have a cap of 0.5% payment of the Total Project Cost per annum during Construction Period and 0.25% of the Total Project Cost per annum during Operations Period. For the purpose of computing the total fee/ Contract Value, the accepted bid amount (quarterly fee) shall be multiplied by 9. Total fee/ Contract value = Accepted bid amount × (multiplied by) 9.
7. The quoted rates shall remain firm throughout the tenure of the contract and no revision is permissible for any reason.
8. The Authority shall ensure that payment to the Independent Engineer & Auditor (IE&A) on account of fees and expenses does not exceed 1.25% of the Total Project Cost during the contract period as defined under Clause 5.1 (expected construction period of 540 days or the end of the construction period whichever is later @ 0.5% payment of the Total

Project Cost per annum and Operation period of 365 days @0.25% per annum) as per the concession agreement with the Concessionaire.

9. In case of extension of the contract period as defined under Clause 5.1, the payment to the Independent Engineer & Auditor would be made at the quoted/accepted quarterly amount for Construction Period and half (50%) of the quoted/accepted quarterly amount for O&M Period, adjusted for All India Consumer Price Index. The adjustment for All India Consumer Price Index shall be computed considering 3<sup>rd</sup> year preceding the year of such extension as the base index. For avoidance of doubt, in case the original Contract Period is from March 2023 – December 2026 and the Authority extends the Contract by another 3 years, then the base for computation of CPI shall be December 2023.

**METHODOLOGY FOR OFFERING /QUOTING OF PRICE IN PRICE BID IN GeM  
PORTAL FOR APPONTMENT OF INDEPENDENT ENGINEER & AUDITOR IN  
RESPECT OF BANASKANTHA SILO.**

As per Annexure 'XVIII' of RFP, Bidders are supposed to quote rates for 3 years in price bid. However, in the GeM portal, a lump sum amount in rupees in totality has to be quoted. Hence, prospective bidders are required to submit price bid as per the following mentioned methodology.

Illustration (To be treated only as example):

Prospective bidder shall quote one single rate in absolute terms for service for 3 years (This should be inclusive of all the services as per the terms of agreement to be entered. The rates are inclusive of all statutory taxes, duties, cess etc.) excluding GST if applicable.

For deriving L1 (Lowest bidder), bidders are requested to quote their rate in the below given manner:-

- A. if a bidder/renderer quotes Rs.1,00,000/- in absolute term, then its rate will be assumed as Rs. 1,00,000 multiplied by 9 (it includes all its services) excluding GST if applicable.
- B. Total Fee (excluding GST) will have a cap of 1.25% of the Total Project Cost (expected construction period of 540 days or the end of the construction period whichever is later @ 0.5% payment of the Total Project Cost per annum and Operation period of 365 days @0.25% per annum)

The bidders are requested to quote the rate in absolute terms.

\*\*\*

I have read and understood the methodology mentioned above for quoting the rates and accordingly rates are quoted by me/us.

(Signature of the Bidder, with official seal)



**Bid-Securing Declaration**

(In lieu of EMD)

Date: *[insert date (as day, month and year)]*

Bid No.: *[insert number of bidding process]*

Alternative No.: *[insert identification No if this is a Bid for an alternative]*

To: *[insert complete name of Public Body]*

I/We\*, the undersigned, declare that:

I/We\* understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration in lieu of Earnest Money Deposit.

I/We understand that if I/We withdraw or modify our Bids during the period of validity, or if I/We are awarded the contract and I/We fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, I/We will be suspended for the period of one year from being eligible to submit Bids for all future contracts.

I/We\* understand this Bid Securing Declaration shall cease to be valid if I am/we are\* not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our\* Bid.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of  
*[insert legal capacity of person signing the Bid Securing Declaration]*

Name: *[insert complete name of person signing the Bid Securing Declaration]*

Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

Corporate Seal (where appropriate)

*[Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]*

***\*Please delete as appropriate***

### NON-COLLUSIVE TENDERING CERTIFICATE

(To be signed by an authorized person on the Tenderer's behalf)

To,

.....  
.....  
.....

Dear Sir/ Madam,

Non-Collusive Tendering Certificate

- 1.0 We, \_\_\_\_\_ (name(s) of the tenderer(s)) of \_\_\_\_\_  
\_\_\_\_\_ (address (es) of the tenderer(s)) refer to the bid/ offer against  
supply of "....."
- 2.0 Non-collusion: We represent and warrant that in relation to the Tender:
- a.] Our bid was developed genuinely, independently and made with the intention to accept the Contract it awarded;
- b.] Our bid was not prepared with any agreement, arrangement, communication, understanding, promise of undertaking with any person (including any other tenderer or competitor) regarding:
- Prices;
  - Methods, factors or formulas used to calculate prices
  - An intention or decision to submit a bid;
  - An intention or decision to withdraw a bid;
  - The submission of bid that does not conform with the requirements of the tender;
  - The quality, quantity, specifications or delivery particulars of the products or services to which this tender relates; and
  - The terms of the bid, and we undertake that we will not, prior to the award of the Contract, enter into or engage in any of the foregoing.
- 3.0 **Disclosure of in case of Job/ Project Contracts:** We understand that we are required to disclose all intended sub-contracting arrangements relating to the Tender to FCI, including those which are entered into after the Contract is awarded. We warrant that we have duly disclosed and will continue to disclose such arrangements to the FCI.
- 4.0 **Consequences of breach or non-compliance:** We understand that in the event of any breach or non-compliance with any warranties or undertakings in this certificate, the FCI may, at its discretion, invalidate our bid, exclude us in future tenders, pursue damages or other forms of redress from us (including but not limited to damages for delay, costs and expenses of re-tendering and other costs incurred), and /or (in the event that we are awarded the Contract) terminate the Contract.

Signed for and on behalf of the (tenderer)

Signature:

Name:

Position:

---

**FORMAT FOR UNDERTAKING TO BE SUBMITTED/ UPLOADED BY BIDDER ALONG WITH THE  
TENDER DOCUMENTS**

I..... (Name and Designation) appointed as the attorney/ authorized signatory of the bidder (including its constituents) M/s..... (Herein after called the bidder) for the purpose of the Tender Documents for..... as per the tender No..... of ..... (FCI), do hereby solemnly affirm and state on the behalf of the bidder including its constituents as under:

- 1.] I/We the bidder(s) am/are signing this document after carefully reading the contents of the above mentioned tender.
- 2.] I/We declare and certify that I/we have not made any misleading or false representation anywhere in the tender submitted including the annexures thereto.
- 3.] I/We also understand that my/ our offer will be evaluated based on the documents/ credentials submitted along with the offer and same shall be binding upon me/us.
- 4.] I/We declare that the information and documents submitted along with the tender documents by me/us are complete and correct and I/we are fully responsible for the authenticity and correctness of the information and documents, submitted by us.
- 5.] I/We understand that at any time during process for evaluation of tenders, if any information/ document submitted by me/us are found to be suppressing facts/forged/false/fabricated/fudged or incorrect, it shall lead to forfeiture of the EMD, if submitted, besides banning under the extant Guidelines for Banning of Business Dealings of FCI and initiating any legal action as deemed fit by FCI. Further, I/we..... (Name of the Bidder) and all my/ our constituents understand that my/ our offer shall be summarily rejected.
- 6.] I/We also understand that at any time after award of contract, if the certificate(s) submitted by me/us are found to be suppressing facts/false/forged/ fabricated/fudged or incorrect, it may lead to termination of the contract, along with forfeiture of EMD/SD and Performance Guarantee if submitted, besides any other action provided in the contract including banning under the extant Guidelines for Banning of Business Dealings of FCI and initiating any legal action as deemed fit by FCI.

Seal & Signature of the Bidder

Place :

Date :