



FOOD CORPORATION OF INDIA
16-20, Barakhamba Lane,
New Delhi – 110001

PART – A
TECHNICAL BID

Name of the Company/ Firm	FOOD CORPORATION OF INDIA
Address for the Correspondence	Dy. General Manager (A/cs), Food Corporation of India, 16-20, Barakhamba Lane, New Delhi -110 001
Telephone Number	011-43527608
Fax Number	01143527604
Web site of FCI	fciweb@nic.in
E-mail ID of NODAL Officer	afaacct.fci@nic.in
Price of Tender Document (Rs.)	Rs 500/-



Tender No. I.12(23)/2014-15/CAG/ICS/Audit-Committee Dated:21.01.15

**FOOD CORPORATION OF INDIA,
HEADQUARTERS NEW DELHI**

**NOTICE INVITING ONLINE BID FOR APPOINTMENT OF A
CONSULTANCY ORGANIZATION TO ASSESS THE EXISTING
INTERNAL CONTROL SYSTEMS AND SUGGEST/EVOLVE IMPROVED
SYSTEMS FOR PROVIDING REASONABLE ASSURANCE ABOUT
ACHIEVEMENT OF RELIABILITY OF FINANCIAL REPORTING,
EFFECTIVENESS AND EFFICIENCY OF OPERATIONS,
SAFEGUARDING OF ASSETS AND COMPLIANCE WITH APPLICABLE
LAWS AND REGULATIONS**

FROM:

The Deputy General Manager (Accounts)
Food Corporation of India
16-20, Barakhamba Lane,
New Delhi – 110001
Tel. No. 011-43527608 FAX No. 011-43527604
E-mail: afaacct.fci@nic.in

Dear Sir(s),

For and on behalf of the Food Corporation of India online bids in the prescribed Tender Document under two bid system is invited from interested, eligible bidders to undertake study to assess the existing internal control systems and suggest/ evolve improved system for providing reasonable assurance about achievement of reliability of Financial reporting, effectiveness and efficiency of operations, safeguarding of assets and compliance with applicable laws and regulations. No manual bids shall be accepted. The assignment will be for a period of 180 days from the date of commencement of service mutually extendable by another 30 days on the same terms and conditions.

The Tender Document and other detailed terms & conditions are available in the Food Corporation of India website www.fciweb.nic.in (for reference only) as well as at <https://eprocure.gov.in/eprocure/app> (for reference and online bidding).

IMPORTANT NOTE:

1) Tender documents may be downloaded from Central Public Procurement Portal <https://eprocure.gov.in/eprocure/app>. Aspiring bidders/ suppliers who have not enrolled/ registered in e-procurement

should enrol/ register before participating through the website <https://eprocure.gov.in/eprocure/app>. The portal enrolment is free of cost. Bidders are advised to go through instructions provided at **Annexure-A** regarding **‘Instruction for Online Bid Submission’**.

2) Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender documents into electronic tender on the website <https://eprocure.gov.in/eprocure/app>.

3) Tenders and supporting documents should be uploaded through e-procurement Portal. Hard copy of tender document will not be accepted.

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

CRITICAL DATES SECTION:

Bid Publish Date	23.01.2015
Tender Document Download Start Date & Time (IST)	23.01.2015 at 10.00 AM
Pre-bid meeting date and time	04.02.2015 at 11.00 AM
Tender Document Download End Date& Time (IST)	12.02.2015 at 3.00 PM
Bid Submission Start Date & Time (IST).	23.01.2015 at 10.00 AM
Bid Submission End Date & Time (IST).	12.02.2015 at 3.00 PM
Bid Opening Date& Time (IST). (Technical)	12.02.2015 at 3.30 PM

4. The last date for submission of the Bids online is 3.00 PM of 12.02.2015 and Technical Bids will be opened online at 3:30 P.M. on the same day 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 sixty days from the date of opening of the Financial Bid. The Food Corporation of India, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day.

6. The prospective bidders are advised to refer to the CPPP website for any modification to the Tender Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.
7. The bidders shall deposit along with the Technical Bid through RTGS / NEFT/ELECTRONIC MODE an amount of INR Rs.100000/- (Rupees One Lakh only) towards Earnest Money and INR 500/- (Rupees Five Hundred only) towards tender Fee in the Food Corporation of India, HQ, New Delhi CC Account No.10220632672, NEFT/ELECTRONIC MODE/RTGS No. SBIN 0005943 (SBI, K.G. Marg, New Delhi) and the scanned copy / soft copy of RTGS / NEFT/ ELECTRONIC MODE acknowledgment of such deposit shall be uploaded along with the Technical Bid. Food Corporation of India reserves the right to cancel the tender enquiry at any stage without assigning any reason.
8. The DGM (A/cs), FCI, Hqrs., New Delhi for and on behalf of Food Corporation of India reserves the right to reject any or all tenders without assigning any reason.
9. The offers submitted would be governed by all the terms & conditions laid down in the prescribed Tender form and terms & conditions indicated herein.
10. Neither FCI nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Tenderers end.
11. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but non restricted to, cancellation of license.
12. FCI will not enter into negotiation with any tenderer including the lowest tenderer.
13. Other details can be seen in the Tender Documents. The offers submitted would be governed by all the terms & conditions laid down in the prescribed Tender Document including Terms & Conditions, Annexures, Appendices etc.

Deputy General Manager (Accounts)

1. INTRODUCTION

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

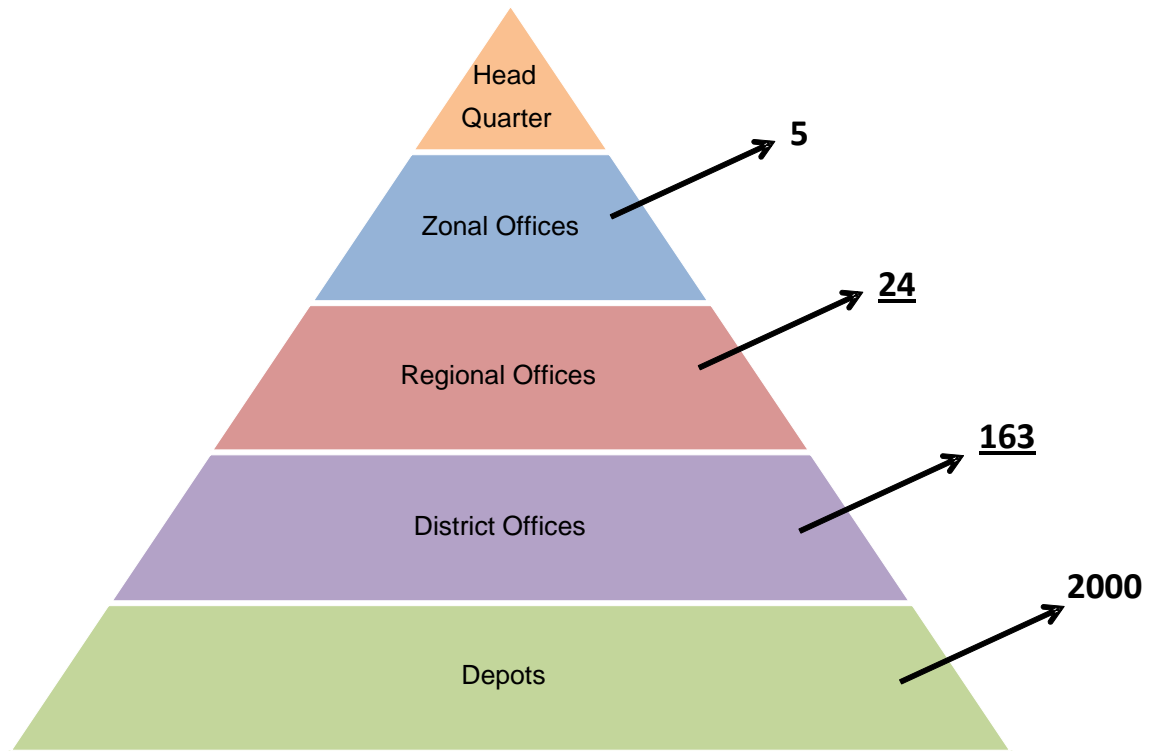
- Effective price support operations for safeguarding the interests of the farmers.
- Movement and Distribution of food grains throughout the country for public distribution system; and
- Maintaining a satisfactory level of operational and buffer stocks of food grains to ensure National Food Security.

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

The food grains procured or imported/exported (about 300 lakh MTs wheat and 270 lakh MTs rice in a year) is moved by rail and road throughout the country and kept in about 2000 warehouses for onward issue to State Governments for Public Distribution and Poverty Alleviation/Welfare schemes/Employment Generation/Developmental Scheme and Central Government departments like Army and Paramilitary organizations for their needs. Most of the movement of food grains involves rail movement.

2. FCI ORGANIZATION STRUCTURE

FCI organization hierarchy is as follows. There are 5 Zonal offices, 23 Regional offices and 163 district offices and 2000 Depots across the country.



3. PROCESS DESCRIPTION

3.1 Procurement is one of the three major functions in FCI.

- Procurement of Food Grains is mainly done in states such as Punjab, Haryana, Andhra Pradesh, MP, UP & Chhattisgarh. Punjab, Haryana and MP are the major wheat surplus states and Punjab, Andhra Pradesh, Chhattisgarh and Haryana are the major rice surplus states.
- Procurement is done in three ways:
 - ✓ Through Farmers
 - ✓ Through Agents (*Artias*) in the mandies.
 - ✓ Through takeover of wheat and acceptance of Custom Milled Rice from State Agencies and acceptance of Levy rice from millers.
- Foodgrains are procured at the minimum support price (MSP) declared by the Government of India at the start of each of Marketing season.

3.2 PROCESS OF STORAGE OF FOODGRAIN

There are three types of storage forms:

- Covered godowns
- Silos

- Open plinth

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

3.3 MOVEMENT OF FOODGRAINS

The Food Grains are moved from the surplus states to the consuming/deficit states and in case of exports, to port sites.

FCI depends heavily on the railways for bulk movement.

4. PURPOSE AND SCOPE OF STUDY OF INTERNAL CONTROL SYSTEM

The purpose of this study is to assess the existing Internal Control Systems/ Processes and suggest an improved system for providing reliable financial reporting, improve efficiency and effectiveness of operations, safeguarding assets and compliance with applicable Laws and Regulations, adherence to internal policies, prevention and detection of fraud and error, the accuracy and completeness of the accounting records.

The Consultant should study and review the existing 'Finance & Account Manuals' and 'Internal Audit Manuals' of FCI. Keeping in view organizational set up/ requirement, Revised Manuals are to be prepared incorporating the following:

- Corporate Accounting objectives and Policies
- Key Accounting, Budgetary & Administrative controls in compliance with Delegation of Power
- Statutory and Management Reporting requirements and its formats
- Detailed procedures with internal checks & controls
- Documents and records to be maintained and its formats

Special emphasis is to be given for development of internal control system in respect of following areas:-

- 4.1 Reconciliation of transit/ storage losses as per the records of Operating Divisions with those of the Accounts Divisions.
- 4.2 Strengthening the system of generation of subsidiary records, schedules and statements as per the requirements of the Accounts Manual.

- 4.3 Reconciliation of Railway Claims between the Records of Operating Divisions and Accounts Divisions.
- 4.4 Reconciliation of the quantity of different categories of stock held between Storage/Quality Control Records and Accounts Records.
- 4.5 Strengthening the system of accounting, recovery, adjustment, reconciliation and follow up of claims receivables, loans and advances, deposits and other receivables and book debts.
- 4.6 Reconciliation of inter office transactions.
- 4.7 Strengthening the system of quantitative reconciliation at periodical intervals and confirmation of balances as at year end of gunnies loaned to/held by other parties.
- 4.8 Strengthening the system of clearance of items of Bank Reconciliation Statements of Inter Office Remittances due to missing credits, excess credits, missing debits and excess debits.
- 4.9 Strengthening the system of review and write- off of doubtful recovery cases.
- 4.10 Strengthening the system of review and write-back of old current liabilities and contingent liabilities.
- 4.11 Reconciliation of records of movement division and accounts division in respect of insurance claims for transit shortages and demurrage/wharfage and punitive charges.
- 4.12 Strengthening the system of settlement of Internal Audit Paras.
- 4.13 Reconciliation of claims on railways both by accounts section and movement section which has not been done in compliance of Circular 962/Accts as issued by FCI Headquarters.
- 4.14 Strengthening the system of remittance of taxes and duties to relevant authorities after recovery.
- 4.15 Reconciliation of balance of closing stock as per IISFM Rapid Reporting Service (RRS) statement and Stock Ledger Summary.
- 4.16 Reconciliation of missing and unconnected wagons in respect of both foodgrains and other commodities (stores and spares, gunnies etc.) should be shown separately.
- 4.17 Reconciliation of Output tax collection based on sales/VAT collected by Engineering branch and Accounts.
- 4.18 Strengthening the system of recoveries of penalty amount/advances from employees.

NOTE: THE ABOVE SCOPE OF WORK IS ILLUSTRATIVE ONLY AND NOT EXHAUSTIVE.

The Consultant has to also provide training to about 50 FCI officers after submission and acceptance of the Final Report. Venue and other logistic arrangement would be provided by FCI.

5. DEFINITIONS

(i) The term 'Contract' shall mean and include the Invitation to Tender incorporating also the instructions to Tenderer, the Tender, its Annexures, Appendices, Acceptance of Tender and such general and special conditions as may be added to it.

(ii) The term 'Contractor/Consultant' shall mean and include the person(s), Registered Firm or Company with whom the contract has been placed including their Heirs, Executors, Administrators and Successors and the permitted Assignees as the case may be.

(iii) The term 'Corporation' wherever occur, shall mean the Food Corporation of India established under the Food Corporations Act, 1964, and will include its Managing Director/Secretary, and its successor(s).

(v) The term 'Deputy General Manager (A/Cs) shall mean 'Deputy General Manager (A/Cs) of Food Corporation of India, Hqrs., New Delhi.

(vi) The term 'Office' shall mean the Food Corporation of India, Hqrs., 16-20, Barakhamba Lane, New Delhi-110 001 belonging to or in occupation of the Corporation at any time.

6. TERMS OF REFERENCE FOR STUDY

To document the various operations in the corporation and update Operating/Accounting Manuals with current requirement and create new Manuals where originals are not available with the aim to achieve the objective as stated in para 4 above.

7. MINIMUM ELIGIBILITY CRITERIA

Bidder should be a consulting firm/organization meeting the following criteria:

7.1The Bidder must have a Service Tax Registration number,

7.2The Bidder must have an EPFO Registration number.

7.3The Bidder must have a PAN number.

7.4The bidder may have completed at least 6 (six) consultancy jobs in the field of Development of Internal Control Systems during the Financial Year 2011-12, 2012-13, 2013-14. The consultancy jobs should have been done for Central Government/State Government/Government bodies /Public Sector Undertaking (both Central and States)/Autonomous body of Central/State Government. Out of the 6 consultancy job, one of the Consultancy jobs would be value Rs.32 lakhs.

7.5 The bidder should have an Average Gross Annual Revenue of at least Rs. 10 crores or equivalent as per audited balance sheet/Statement of Account of the past 3 years i.e. year 2011-12, 2012-13 and 2013-14.

8 DISQUALIFICATION CONDITIONS:

- i) Tenderer, who have been blacklisted or otherwise debarred by FCI or any Department of Central or State Government or any other Public Sector Undertaking, will be ineligible during the period of such blacklisting or for a period of 5 years from the date of blacklist or debarment whichever is later.
- ii) Any Tenderer whose contract with Food Corporation of India, or any Department of the Central or the State Government or any other Public Sector Undertaking has been terminated before the expiry of the contract period at any point of time during the last five years, will be ineligible.
- iii) Tenderer whose Earnest Money Deposit and/or Security Deposit has been forfeited by Food Corporation of India or any Department of Central or State Government or any other Public Sector Undertaking, during the last five years, will be ineligible.
- iv) If any of the partners of the Tenderer Partnership/LLP firm have been, at any time, convicted by a Court of an offence and sentenced to imprisonment for a period of three years or more, such Tenderer will be ineligible.
- v) While considering ineligibility arising out of any of the above clauses, incurring of any such disqualification in any capacity whatsoever (even as a Proprietor, Partner in another firm, or as a Director of a Company etc.) will render the Tenderer disqualified.
- vi) A Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall not be entitled to apply any tender submitted in the capacity of the Hindu Undivided Family (either as a Proprietor or Partner of a Firm) shall be summarily rejected.

9. RESOURCE REQUIREMENTS

- i) The selected Consultant would be required to deploy an appropriate team consisting of Members/Consultants as specified in Tender Document.
- ii) The team should consist of Resources with prior experience in such work.

- iii) Each member of the team must be full time employee of the Bidder and at least 50% of the team should have been working with the Agency for a period of at least One Year.
- iv) The Bidder will undertake not to sub-contract any part of this work to third parties.
- v) The minimum qualification of team leader must be FCA and he must have 5 years' experience on such Assignment.

10. CONSTITUTION OF THE BIDDER

- (i) Bidder shall in the tender, indicate whether he/ they is/are a Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India. The composition of the partnership, or names of Directors of Company, as applicable, shall be indicated. The successful Bidder shall also nominate a person for the active management and control of the work relating to the Contract during the tenure of the Contract. The person so nominated shall be deemed to have full authority from the Bidder in respect of the Contract and his acts shall be binding on the Consultant.
- (ii) If the Tenderer is a Partnership Firm, there shall not be any re-constitution of the partnership without the prior written consent of the Corporation till the satisfactory completion of the Contract, failing which the Contract shall forthwith be liable for termination treating it as breach of Contract by the Bidder with consequences flowing there from, without prejudice to any other rights or remedy Corporation may have under the Contract and Law.
- (iii) The Consultant shall notify to the Corporation the death/resignation of any of their Partners/Directors immediately on the occurrence of such an event. On receipt of such Notice, the Corporation shall have the right to terminate the Contract.

11. PARTIES TO THE CONTRACT

- (i) The parties to the Contract are Contractor and the Food Corporation of India represented by the 'Deputy General Manager (A/Cs) and/or any other person authorized and acting on his behalf.
- (ii) The person signing the Tender or any other documents forming part of the Tender, on behalf of any other person or a Registered Firm, shall be deemed to warrant that he has the authority to bind such other person or the Registered 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 the Food Corporation of India may, without prejudice to other civil/criminal

remedies, terminate the Contract and hold the signatory liable for all costs and damages.

12. NOTICE

Notice or any other action to be taken on behalf of the Food Corporation of India may be given/taken by the Dy. General Manager (A/Cs) or any Officer so authorized and acting on his behalf.

13. SUBLETTING

The Contractor shall not sublet, transfer, or assign the Contract, or any part thereof. In case of subletting, the Contract shall be summarily rejected and Security Deposit shall be forfeited, without prejudice to any rights or remedies the Corporation may have under the Contract and Law.

14. RELATIONSHIP WITH THIRD PARTIES

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

15. SIGNING/SUBMISSION OF TENDER

(i) Person or persons signing /submitting the Tender shall state in what capacity he is or they are signing/submitting the Tender, e.g. as Sole Proprietor of a Firm or as a Secretary / Manager / Director etc. of a Limited Company.

(ii) In the case of Registered Partnership Firms, the names of all the Partners should be disclosed and the Tender shall be signed by all partners or their duly Constituted Attorney, having authority to bind all the partners in all matters pertaining to the contract. The scanned copy of the Registered Partnership Deed along with duly executed Power of Attorney on a non-judicial stamp paper of appropriate value attested by a Notary should be uploaded.

(iii) In case of a limited Company, the names and addresses of all the Directors, Bankers, Auditors shall be mentioned and it shall be certified that the person signing the Tender is empowered to do so on behalf of the company. Scanned copies of the Memorandum and Articles of Association of the Company, Certificate of Incorporation, Profit & Loss Account and Balance Sheet for previous 03 years, Resolution of BOD authorizing the signatory to sign the Tender shall be uploaded.

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

(v) The persons competent to sign/submit the Tender Form or any document forming part of the Tender on behalf of another shall be responsible to produce a proper Power of Attorney on the non-judicial stamp paper of appropriate value duly executed and attested by a notary in his favour, stating that he has Authority to bind such other person or the firm as the case may be, in all matters pertaining to the contract. If the person so signing the Tender fails to produce the said Power of Attorney his Tender shall be liable to summary rejection without prejudice to any other right of the Corporation under the Contract and Law. The "Power of Attorney" should be signed by all the Partners in the case of Registered Partnership Concern, by the Proprietor in the case of the Proprietary Concern, and by the person who by his signature can bind the company in the cases of a Limited Concern.

16. PROCEDURE FOR ONLINE TENDER:

- i) The offer should be submitted under two Bid System
(I) A-Technical Bid (II) B-Price Bid
- ii) FCI is using services of Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>, for appointment of firm of Chartered Accountants.
- iii) The detailed Tender document along with Instructions to the Consultants/Tenderers for the e-submission of the bids can be viewed and downloaded from e-Procurement website <https://eprocure.gov.in/eprocure/app> or FCI website: www.fciweb.nic.in.
- iv) Tender must be electronically submitted (on-line at <https://eprocure.gov.in/eprocure/app>) within the prescribed date and time as mentioned in the e-Procurement portal/ as mentioned in the Critical date Sheet. Hard copy of the Tender documents will not be accepted at this stage.
- v) Possession of valid Digital Signature Certificate (DSC) and registration of the consultants/Tenderers on the e-procurement/e-

tender portal is a prerequisite for e-tendering. The details are available at <https://eprocure.gov.in/eprocure/app>

vi) Tenderer should do the registration in the e-Procurement site using the “Click here to Enroll” option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Tenderers should provide the correct/true information including valid email-id. All the correspondence shall be made directly with the consultants/Tenderers through email-id provided.

vii) Tenderer need to login to the site through their user ID/ password chosen during registration.

viii) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.

ix) The DSC that is registered only should be used by the Tenderer and should ensure safety of the same.

x) Tenderer may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.

xi) After downloading / getting the tender document/schedules, the Tenderer should go through it carefully and then submit the documents as stipulated, otherwise bid will be rejected.

xii) If there are any clarifications, this may be obtained online through the tender site, or through the contact details. Tenderer should take into account the corrigendum published before submitting the bids online.

xiii) Tenderer then logs in to the site through the secured login by giving the user id/ password chosen during registration and then by giving the password of the eToken/Smart Card to access DSC.

xiv) Tenderer selects the tender which he/she is interested in by using the search option & then moves it to the ‘my tenders’ folder.

xv) From my tender folder, he selects the tender to view all the details indicated.

xvi) It is construed that the Tenderer has read, understood and accepted all the terms and conditions before submitting their offer. Tenderer should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.

xvii) Tenderer, 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/jpg/dwf formats. If there is more than one document, they can be clubbed together and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip/rar and the same can be uploaded, if permitted. Tenderers Bid documents may be scanned with minimum 100 dpi with black and white option. However if the file size is less than 1 MB the transaction uploading time will be very fast.

xviii) If there are any clarifications, this may be obtained through the site or during the pre-bid meeting, if any up to four days before the date of opening of the bid. Tenderer should take into account any corrigendum/addendum published from time to time and such modifications will be binding on the tenderer notwithstanding whether the Tenderer has uploaded his bid document or not.

xix) The Tenderers can upload well in advance, the documents such as certificates; experience certificate etc., under My Space/Other Important Documents option and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

xx) Bidder should submit the Tender Fee/ EMD as specified in the tender in the form of RTGS/NEFT/Fund Transfer in FCI Account No. 10220632672, IFSC Code: SBIN 0005943 Bank Name & Branch. Scanned copy of the proof of payment i.e. UTR number/Fund transfer challan should be uploaded as part of the Proof of Payment along with the Technical Bid. While submitting the bids online, the Tenderer should read the terms & conditions and accepts the same to proceed further to submit the bid packets.

xxi) The Tenderer has to digitally sign and upload the required bid documents one by one as indicated. Tenderers to note that the very act of using DSC for downloading the bids and uploading

their offers shall be deemed to be a confirmation that they have read and accepted all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements as specified in the tender document.

xxii) The Tenderer has to upload the stipulated documents as indicated in the MTF, failing which the bid will be summarily rejected.

xxiii) The price bid format is provided in a spread sheet file like Bill of Quantity (BOQ.xls), the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template shall not be modified/replaced by the Tenderer; else the bid submitted is liable to be rejected for this tender.

xxiv) The Tenderers are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Tenderers at the eleventh hour.

xxv) After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number, given by the system should be printed by the Tenderer and kept as a record of evidence for online submission of bid for the particular tender and will also act as an entry pass to participate in the bid opening date.

xxvi) The time settings fixed in the server & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The Tenderers should follow this time during bid submission.

xxvii) All the data being entered by the Tenderers would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening.

xxviii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender

documents become readable only after the tender opening by the authorized bid openers.

xxix) The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

xxx) The Tenderer should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.

xxxi) For any queries regarding e-tendering process, the Tenderers are requested to communicate before opening of the Tender using the contact details as provided in the tender document. Simultaneously, for any further queries related to technical issues, the Tenderers are asked to contact over phone: 1800-3070-2232 or send a mail over to – cPPP-nic@nic.in. Non receipt of response/clarification shall not be a ground for extension of time of bid submission or cancelling the bid process.

xxxii) The TECHNICAL BIDS will be opened at prescribed time and date as mentioned in the critical date sheet.

xxxiii) FCI may at any time prior to the opening of the Tender and for any reason, whether at its own initiative or in response to any on-line query sought by a Tenderer modify the Tender document by way of an addendum/corrigendum to the original Tender and such modification will be binding on all Tenderers.

xxxiv) The addendum/corrigendum would be uploaded on <https://eprocure.gov.in/eprocure/app> and www.fcweb.nic.in. In order to afford the prospective Tenderer to take into account the modification or for any other reasons, FCI may, at its discretion extend the due date for submitting the Tender.

17. SUBMISSION OF BID

Bidder/Tenderer shall submit the bids electronically, before the last date & time, as notified in critical date sheet. FCI may extend the deadline for submission of Tenders by issuing an amendment in which case all rights and obligations of FCI and the Tenderers previously subject to the original deadline will then be subject to the new deadline.

The onus of ensuring fulfillment of the eligibility condition would be on the tenderer and the Tender of anyone, if subsequently found ineligible would be summarily rejected.

If any of the documents are found to be forged / fabricated at any stage or any concealment on the part of the Tenderer is found at any stage, the FCI shall have the right to take action for banning the bidder from participation in any tenders of FCI apart from initiating legal action under the applicable law for causing any loss/damage and to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the Corporation may have under the Contract and Law.

18. DOCUMENTS COMPRISING THE TENDER

The tender shall comprise of **Part –A Technical Bid** and **Part-B Price Bid (BOQ)** and all its **Appendices** and all **supporting documents** and **attachments**. The Bids complete in all respect including all attachments, and supporting documents as prescribed in this Tender Document shall be uploaded by the Authorized Signatory as stipulated in the Tender. Hard copy of the Tender Documents will not be accepted repeat will not be accepted at this stage.

The filled and signed Attachments including Annexures, Appendices, Supporting Documents etc. are to be scanned and uploaded at the space/packet provided in the CPP portal. The original/attested copies of the Attachments from the successful tenderer will be collected on the date to be notified to enable the Corporation to physically verify the authenticity of the documents scanned and uploaded in the e-Procurement portal, which is pre-qualification for technical evaluation.

Price Bid as submitted by the Bidder in BOQ format of only those bidders who qualify in the Technical bid would be opened.

A consolidated fee for rendering the Services shall be quoted by the bidder in the BOQ as given in the tender.

Important Note: - While quoting rates in the Price Bid, bidders are expected to take into consideration following factors:-

- i)** All rates will be treated as firm price for the period of the contract. No escalation whatsoever shall either be claimed or considered.
- ii)** No claim towards reimbursement/payment of any nature of expense would be entertained if the Consultant is required to visit Regional Office/District Office/Depots irrespective of any number of times for completion of any unfinished assignment or to collect any missing information or revisit any office of FCI in the event of

submission of an unsatisfactory report. All expenses towards such revisit irrespective of numbers shall have to be borne by the Consultant.

iii) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Price Bid has been given as a standard BOQ format with the tender document. The same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the green colored (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. Price bid format is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations.

19. TENDER EVALUATION CRITERIA

(i) TECHNICAL BID EVALUATION

The Bidders who are fulfilling the minimum eligibility criteria as laid down in paragraph above should only apply. The Bid in respect of the Bidders who does not fulfill the minimum eligibility criteria are liable to be summarily rejected. The Technical Bids of the Bidders who fulfill the minimum eligibility criteria will only be considered.

(ii) PRICE BID EVALUATION

The Price Bids of the Bidders who are qualified in the Technical Bid shall be opened.

20(a). SAMPLE UNIT OFFICES

The sample Unit Offices to be visited by the Consultancy firm are Headquarters, IFS, Zonal Office (North), Regional Office, Punjab, Rajasthan and Assam.

20(b). DURATION OF THE STUDY

All the above activities should be completed within 6 months from the date of award of the consultancy job and all documents prepared by the Consultant would be submitted to the Food Corporation of India.

21. FEES & OTHER CHARGES

(i) No other payments, apart from the consolidated fee (as quoted & accepted by the Corporation) will be paid.

- (ii) Where the Consultants have to incur expenditure on travel and stay at a place away from the normal place of residence, the consultant has to make his own arrangements.
- (iii) No separate fee would be payable by FCI for training to be imparted to about 50 employees as it is supposed to be included in the consolidated rate quoted by the bidder. However venue and other logistic arrangement would be provided by FCI.

22. PAYMENT SCHEDULE

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

Activity	Percentage of payment to be released	Expected time
Stage I: Collection of data and documentation of data/process of study.	10%	One month
Stage II: Conducting field visits, meetings with selected R.Os/D.Os, collecting data, views/recommendations and documentation of the same.	20%	Next one month
Stage III: Meetings/discussions with senior FCI officers and presentation of draft report.	30%	Next one and a half month
Stage IV : Submission of Final Report & its acceptance by FCI.	30%	Next one and a half month
Stag V : Training to FCI Officers	10%	Next one month

23. COST OF TENDER AND VALIDITY PERIOD OF BID:

The Tender document is available for sale online against payment of Rs. 500/- (Rupees Five Hundred only) by RTGS/NEFT/ECS in FCI Bank Account, particulars of which are as under:-

Name of the Account : Food Corporation of India
 Account Number : 10220632672

Bank Branch Name : SBI K G Marg, New Delhi
IFSC : SBIN 0005943

The bidders can also obtain the tender document from the DGM(A/Cs)/AGM(A/C), Accounts Division, 5th floor, “16-20, Barakhamba Lane, FCI, New Delhi” on payment of cash for Rs. 500/-.

The Tender Document is available for downloading on the official Web Site of FCI, <http://fciweb.nic.in> . Where the forms have been downloaded from the website, bidder shall enclose along with the bid, a scanned copy of proof of electronic payment for Rs.500/- towards the cost of tender documents in addition to the EMD amount. The last date and time for the sale of tender document is DD/MM/YYYY up to 15.00 hrs.

The Tender Document is not transferable to any other bidder. Tender shall remain valid for acceptance up to 120 days from the date of closing of submission of Tender. Thereafter this period may further be extended 30 days by at the sole discretion of the FCI which shall be binding on the Tenderers. The Bid of any bidder who does not keep the offers open for the prescribed period shall be summarily rejected and his EMD shall be forfeited.

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

24. EARNEST MONEY DEPOSIT:

The bid must be accompanied by an EMD of Rs. 1,00,000/- (Rupees One Lakh only). The EMD shall be denominated in Indian Rupees, and shall be in the form of electronic mode only viz RTGS/NEFT/ECS in FCI Bank Account, particulars of which are given below:-

Name of the Account : Food Corporation of India
Account Number : 10220632672
Bank Branch Name : SBI K G Marg, New Delhi
IFSC : SBIN 0005943

No Cheque/Bank Draft / Pay Order will be accepted. No interest will be payable by the Corporation on the amount of the EMD. The bids not accompanied by the requisite EMD shall be summarily rejected. Earnest money will be refunded to the all unsuccessful bidder(s) after decision on the tender.

25. FORFEITURE OF EARNEST MONEY DEPOSIT:

The bid must remain valid and open for acceptance for a period of 120 days counting from the date of opening of the Technical proposal. The bidders will not be permitted to withdraw, vary, alter or amend their Proposals once submitted. Any Proposal giving a lesser period of validity other than 120 days is liable to be rejected. The EMD submitted by the bidder is liable to be forfeited by the Corporation, if a bidder resiles, alters or withdraws his bid in any manner during the period of bid validity specified above. In case the last date for acceptance of the tender is declared as a holiday or holiday for FCI offices, the tender shall remain open for acceptance till next working day following the holiday.

26. CONDITIONAL TENDER

Conditional Tenders will not be entertained in any circumstances and the same shall be rejected summarily.

27. SECURITY DEPOSIT:

The successful Tenderer shall furnish a sum, within fifteen working days of acceptance of Tender, as a Security Deposit equivalent to 5% of the Bid value for the due performance of its obligations under the Contract. Security Deposit will be accepted through Electronic Clearing System (ECS)/RTGS/NEFT in the Food Corporation of India bank Account, particulars of which are given below:-

Name of the Account : Food Corporation of India
Account Number :10220632672
Bank Branch Name : SBI K G Marg, New Delhi
IFSC : SBIN 0005943

On the specific request of the successful Bidder the EMD amount may be adjusted against Security Deposit.

(i) In case of failure of Tenderer to deposit the Security Deposit within 15 working days of acceptance of the Tender further one time extension of 07 working days can be given by CGM (A/c) subject to levy of penalty @ 1% of Security Deposit.

(ii) The Security Deposit furnished by the Tenderer will be subject to the terms and conditions given in the Tender and the Corporation will not be liable for payment of any interest on the Security Deposit.

(iii) In the event of the Tenderer's failure, after the communication of acceptance of the Tender by the Corporation, to

furnish the requisite Security Deposit by the due date including extension period, his Contract shall be summarily terminated. Besides, the Earnest Money furnished by the bidder shall be forfeited and the Corporation shall proceed for appointment of another consultant at the Risk and Cost of the Tenderer. Any losses or damages arising out of and incurred by the Corporation by such conduct of the consultant will be recovered from the Consultant, without prejudice to any other rights and remedies available to the Corporation under the Contract and Law. The Consultant will also be debarred from participating in any future Tenders of the Corporation for a period of five years. After the completion of prescribed period of five years, the party may be allowed to participate in the future Tenders of FCI provided all the recoveries/ dues have been effected by the Corporation and there is no dispute pending with the Consultant/Party.

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

The Security Deposit will remain with FCI throughout the period of contract and three months thereafter and shall carry no interest.

28. TECHNICAL AND ADMINISTRATIVE CONTACT:

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

Name	O.P.Dani, Chief General Manager (Accounts)
Address	16-20, Barakhamba Lane, New Delhi – 110 001
Phone	011 43527310
FAX	011-23414786
Email	afaacctts.fci@nic.in

29. AMENDMENT TO TENDER:

At any time before the deadline for submission of bids FCI may, for any reason, whether on its own or in response to a clarification requested by a prospective bidder, modify the tender document by amendment(s). All prospective bidders shall be notified of the amendment through FCI's website or through e-mails or press notification and all such amendments shall be binding on them. In order to allow the bidders to act on those amendments, the FCI reserves the rights to extend the deadline for submission of bids.

30. PAYMENT TERMS

No advance will be paid to the Consultant. The payment at various stages shall be made against the submission of the invoices after the milestone listed at para 22 is achieved.

31. ADDITIONAL TERMS AND CONDITIONS

(i) PRE-BID MEETING/CLARIFICATION AND AMENDMENTS OF TENDER DOCUMENTS:

The bidders may request for any clarification on tender document within 10 days of the floating of the tender document. Any request for a clarification shall be submitted in writing by paper, mail or facsimile or e-mail at the address given in paragraph 28. FCI may at any time prior to the due date of the proposal and for any reason, whether at its own initiative or in response to any clarification sought by a bidder, modify the tender document by way of an addendum. Any addendum thus issued will be sent in writing by paper mail or facsimile or e-mail to all the Bidders who have received and acknowledged the tender document. In addition such addendum will also be posted on the website of the corporation (www.fciweb.nic.in) and such addenda will be binding on all Bidders. In order to afford the prospective bidders to take into account the addendum or for any other reasons, FCI may, at its discretion extend the deadline for submission of bids.

(ii) OTHER CONDITIONS:

a) FCI will NOT be responsible for any delay on the part of the vendor in obtaining the terms and conditions of the tender notice or submission of the tender bids.

b) The offers submitted by telegram/ fax/ E-mail etc. shall NOT be considered. No correspondence will be entertained on this matter.

c) Printed conditions mentioned in the tender bids submitted by vendors will not be binding on FCI. All the terms and

conditions for the supply, implementation, testing, deployment, payment terms, penalty etc. will be as those mentioned herein and no change in the terms and conditions by the vendors will be acceptable. Alterations, if any, in the tender bids should be attested properly by the vendor, failing which, the tender will be rejected.

d) No deviations from tender terms and conditions (Be it for Bid submission, price schedule or other conditions) will be accepted. Any violation thereof will lead to the rejection of the bid.

e) The selected consultant can only execute the awarded work as mentioned in the scope of the project section and submit the recommendations in a bound volume within the stipulated time.

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

32. FCI RESERVES THE RIGHT TO ACCEPT/REJECT ANY OR ALL OFFERS:

FCI reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of contract, without thereby incurring any liability towards the affected Consultant(s) or any obligation to inform the affected Consultant(s) of the grounds for the said action.

33. CORRUPT OR FRAUDULENT PRACTICES:

(i) FCI requires that the Consultant under this tender observe the highest standards of ethics during the execution of this contract. In pursuance of this policy, the terms set forth are defined as follows:- “Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or a execution of a contract to the detriment of the Purchaser, and include FCI collusive practice among Consultant (prior to or after bid submission). FCI will not accept bid prices at artificial non-competitive levels and will not deprive it of the benefits of the free and open competition; FCI will reject a proposal for award if it determines that the Consultant

recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question. FCI will declare a Consultant ineligible, either indefinitely or for a stated period of time, to be awarded a contract if, at any time, it determines that the Consultant has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

- (ii) In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Tenderers at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority may reject the relevant Tenders, forfeit their EMD/Security Deposit, recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Tenderer(s) and also recommend the case to the Ministry of Finance/Registrar of Companies/NSIC/Competition Commission of India or any other Department having appropriate jurisdiction or authority, for initiating necessary action.
- (iii) If any of the documents are found to be forged / fabricated at any stage or any concealment on the part of the Tenderer is found at any stage, the FCI shall have the right to take action for banning the bidder from participation in any tenders of FCI apart from initiating legal action under the applicable law for causing any loss/damage and to disqualify/summarily terminate the Contract without prejudice to any other rights or remedies that the Corporation may have under the Contract and Law.

34. SIGNING OF CONTRACT BY THE CONSULTANT:

Within 15 days from the date of award of the Contract, the successful Consultant shall sign the Contract and return it to FCI.

35. PENALTY:

All the activities mentioned in the Scope of Work relating to study of the present systems, system analysis, recommendations and submission of Report should be completed as per the time schedule given in para 19. Per week delay will attract penalty @ 2% of the total Bid value per week for a maximum of 5 weeks. For any delay beyond this, FCI shall be free to terminate the contract and get the work done from an alternate source at the risk and cost of the consultant, besides forfeiting Security Deposit.

36. FIXED PRICE CONTRACT:

The Commercial Offer shall be on a fixed price basis, inclusive of all taxes (except Service Tax). Price quotation accompanied by vague and conditional expressions such as "subject to immediate

acceptance", "subject to confirmation", etc. will be treated as being at variance and shall be liable for rejection.

37. RECOVERY OF LOSSES SUFFERED BY THE CORPORATION

(i) The Corporation shall be at liberty to reimburse themselves for any damages losses, charges, costs or expenses suffered or incurred by him due to Contractor's negligence and un-workmanlike performance of service under the Contract or breach of any terms thereof. The total sum claimed shall be deducted from any sum then due or which at any time thereafter may become due, to the Contractor under this or any other Contract with the Corporation. In the event of the sum which may be due from the Contractor as aforesaid being insufficient, the balance of the total sum claimed and recoverable from the Contractor as aforesaid shall be deducted from the Security Deposit, furnished by the Contractor. Should this sum also be not sufficient to cover the full amount claimed by the Corporation, the Contractor shall pay to the Corporation on demand the remaining balance of the aforesaid sum claimed.

(ii) In the event of termination of this Contract, or in the event of any breach of any of the terms and conditions of this Contract by the contractor, the Deputy General Manager(A/Cs) shall have the rights to forfeit the entire or part of the amount of Security Deposit of the contractor or to appropriate the Security Deposit or any part thereof in or towards the satisfaction of any sum due to be claimed for and damages, losses, charges, expenses or cost that may be suffered or incurred by the Corporation including to get the work done from an alternate source at the risk and cost of the consultant, without prejudice to any other rights or remedies the Corporation may have under the Contract and Law.. The decision of the DGM (A/Cs) in respect of such damages, losses, charges, expenses or cost shall be final and binding on the Contractor(s).

38. SET-OFF

Any sum of money due and payable to the Contractor (including Security Deposit refundable to the Contractor) under this Contract may be appropriated by the Corporation and set off against any claim of the Corporation under this Contract or any other Contract made by the Contractor with the Corporation.

39. NEGOTIATION

FCI will not conduct any negotiation on the price quoted by any of the tenderer at any stage who participates in this tender.

40. CONFIDENTIALITY

Any information pertaining to the Govt. or any other agency involved in the project, matter concerning Govt. or with the agency that comes to the knowledge of the vendor in connection with this contract will be deemed to be confidential and the consultant 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 vendor shall ensure due secrecy of information and data not intended for public distribution.

41. TERMINATION TERMINATION FOR DEFAULT

The FCI may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 15 (fifteen) days, written notice of default to the contractor, terminate the contract in whole or in part.

- If the Contractor breaches any of the terms and conditions of the contract.
- If the contractor fails to tender any or all the services within the time period (s) specified in the contract or any extension thereof granted by FCI in writing.
- If the Contractor, in either of the above circumstances, does not remedy its failure within a period of 15 (fifteen) days after receipt of the default notice from FCI
- If the Contractor in the judgment of FCI has engaged in corrupt or fraudulent practices in competing or in executing the contract.

In the event, FCI terminate the Contract in whole or in part, FCI may get such services done, upon such terms and in such manner as it deems appropriate at the risk & cost of the contractor, However, the contractor shall continue performance of the Contract to the extent not terminated. In addition, such action by FCI as aforesaid shall not relieve the contractor of his liability to pay liquidated damages for his failure in supply with in the stipulated time as defined in the contract.

42. FORCE MAJEURE

A Force Majeure means any event or circumstance or a combination of events and such as:

1. Drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, flood, and other unusual or extreme adverse weather or environment conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind

including civil commotion or other events of natural disaster of rare severity.

2. Epidemic or strikes.
3. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of political or social nature.
4. Expropriation , confiscation, or nationalization of the Facilities/Project by Govt. or a competent Authority;
5. The imposition of any blockade, embargo, import restrictions, rationing or allocation by Govt.
6. Any decision or order of a court or tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services.

7. Any event or circumstances of a nature analogous to the foregoing.

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 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.

(i) PROCEDURE FOR FORCE MAJEURE

If a party claims relief on account of a Force Majeure, then the Party 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 other Party in writing, including the dates of commencement and estimated cessation of such Force Majeure and its effects on the parties obligation under the Agreements. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties 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.

(ii) REVISED TIMETABLE

Provided that the party claiming to be affected by the Force Majeure has complied with the notice procedure, any time period specified in this Agreement for the performance of an obligation, including the term of this Agreement, shall be appropriately extended for a period equal to that during which the effect of the Force Majeure applies to the obligation.

(iii) CONSULTATION AND DUTY TO MITIGATE

The Party claiming relief under Force Majeure shall, at its own cost, take all steps reasonably required to remedy and mitigate the effects of the Force Majeure and restore its ability to perform its obligations under this Agreement as soon as reasonably practical. The Parties shall consult with each other to determine the reasonable measures to be implemented to minimize the losses to each Party resulting from the Force Majeure.

(iv) PROLONGED FORCE MAJEURE

In the event Force Majeure continuously impedes or prevents a Party'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 Parties, 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.

(v) EXCEPTIONS APPLICABLE TO PARTIES

The Parties shall not have the right to consider any of the following circumstance to be a Force Majeure that would suspend the performance or excuse the non-performance of their obligations under this Agreement:

- (a) Unreasonable delay in performance or any damages attributed to the Management and Operations Staff, agents , Affiliates or Contractors;
- (b) Non-performance by the Party or its Management and Operations Staff, agents Affiliations or Contractors that is caused by or connected with its/their (i) negligent or intentional acts, efforts, omissions or Fraud; (ii) failure to comply with the Law or conditions of clearances; or (iii) Breach under this Agreement.
- (c) Any event which a diligent Party could reasonably have been expected to take into account at the time of the execution of this

Agreement or avoided or overcome in the carrying out of its obligations hereunder.

- (d) An insufficiency of funds or failure to make any payment required hereunder.
- (e) Sabotages, closure/disruption of operations due to industrial unrest within the seller organization, closure/disruption of the operations directly initiated by the party,
- (f) Changes in any of the tax or Duty structure and any variations in exchange rate.

43. INDEMNITY:

The selected vendor shall indemnify the FCI/user department against all third party claims of infringement of patent, trademark/copyright or industrial design rights arising from the use of the supplied software/ hardware etc. and related services or any part thereof. FCI/user department stand indemnified from any claims that the hired manpower may opt to have by virtue of working on the project for whatever period. FCI/user department also stand indemnified from any compensation arising out of accidental loss of life or injury sustained by the hired manpower while working on the project

44. TERMINATION FOR INSOLVENCY:

FCI may at any time terminate the contract by giving written notice of 30 days to the awardee, without any compensation, if the awardee becomes bankrupt or otherwise insolvent.

45. DISCLAIMER

The Corporation is under no obligation to enter into any contract with anyone by issuing the Tender.

The Corporation reserves the right to accept or reject any or all response, to request additional submissions or clarifications from one or more bidder, or to cancel the process entirely without assigning any reason.

The Corporation makes no representation or warranty, express or implied, as to the accuracy, correctness and completeness of the information contained in the bidding documents.

46. NO WAIVER OF RIGHTS

Neither the inspection by FCI or any of their agents, nor any order by FCI for payment of money of any payment for or acceptance of, the whole or any part of the Works by FCI, nor any possession taken by FCI shall operate as a waiver of any provision of the Contract, or of any power reserved to FCI, or any right to damages here in provided, nor shall any waiver of any breach in

the Contract be held to be a waiver of any other or subsequent breach.

47. The inception Report, final report, survey reports, all the data collected by the Consultants 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 consultant shall submit all supporting data alongwith the Report to the Corporation.

48. LAWS GOVERNING THE CONTRACT AND DISPUTE RESOLUTION

The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract.

TENDER APPLICATION

From (Full name & address of the tenderer)

To,

The Deputy General Manager (Accounts)
Food Corporation of India
16-20, Barakhamba Lane,
New Delhi – 110001
Tel. No. 011-43527608 FAX No.011-43527604
E-mail: afaacct.fci@nic.in

Dear Sir/Madam,

With reference to your e-Tender Enquiry No..... I submit the e-Tender under two bid system for appointment of Consultant to assess the existing internal control systems and suggest/ evolve improved system for providing reasonable assurance about achievement of reliability of Financial reporting, effectiveness and efficiency of operations, safeguarding of assets and compliance with applicable laws and regulations.

I have thoroughly examined and understood all the terms & conditions as contained in the Tender document, invitation to tender, General Information to Tenderer and its annexure & appendices and agree to abide by them.

I agree to keep the offer open for acceptance upto and inclusive of _____ and to the extension of the said date by 60 days in case it is so decided by FCI.

I/We shall be bound by communication of acceptance of the offer dispatched within the time.

I/we also agree that if the date upto which the offer would remain open is declared a holiday for the Corporation the offer will remain open for acceptance till the next working day.

I do hereby declare that the entries made in the tender and Appendices/Annexures attached therein are true and also that I/We shall be bound by the act of my/our duly constituted Attorney.

I/We hereby enclose Electronic Clearing System/RTGS/NEFT Ref No _____ dated _____ for Rs...../-(Rupees only) towards Earnest Money and Tender processing Fee. In the event of my/our tender being accepted I/We agree to furnish Security Deposit as stipulated in the tender and put in place the necessary services within fifteen working days of acceptance of the Tender.

I/We do hereby declare that the entries made in the Tender are true and also that I/We shall be bound by the acts of my/our duly constituted Attorney.

I/We hereby declare that my/our firm has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any other Public Sector Undertaking or any Government, or any other client, for any failure to comply with the terms and conditions of any contract, or for violation of any Statute, Rule, or Administrative Instructions.(*)

OR

I/We hereby declare that my/our Firm was blacklisted/debarred by _____ (here give the name of the client) 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)

I/We hereby declare that no contract entered into by me/ my Firm with the Food Corporation of India, or any other Public Sector Undertaking or any government, or any other client, has been terminated before the expiry of the contract period at any point of time during the last five years.

I hereby declare that the Earnest Money Deposit and/or Security Deposit has not been forfeited or adjusted against any compensation payable, in the case of any Contract entered into by me/us with the Food Corporation of India, or any other Public Sector Undertaking, or any government during the last five years.

I hereby declare that I have not been convicted at any time by a Court of Law of an offence and sentenced to imprisonment for a period of three years or more.

I/We certify that all information furnished by me/us is correct and true and in the event that the information is found to be incorrect/untrue, the Food Corporation of India shall have the right to disqualify me/us without giving any notice or reason therefor or summarily terminate the contract, without prejudice to any other rights that the Corporation may have under the Contract and Law.

I/We shall not share the data/information and analysis relating to FCI, obtained during course of their audit and physical verification with any other person and entity.

I/We undertake that any information pertaining to the Central and State Government or any other agencies involved in business with FCI which comes to the knowledge of the firm/organisation in connection with this assignment will be deemed to be confidential and held in trust, as also for all consequences of its concerned personnel failing to do so. I also agree that I shall ensure due secrecy of information and data as same is not intended for public distribution.

Signature of authorized
person
Full Name:

Seal _____ :

Date: _____

Place: _____

APPENDIX II

Particulars of Tenderer

1.	Name of the Tenderer			
2.	a) Office Address b) Telephone Number c) Fax No. d) Mobile Number e) Email Id			
3.	Nature of the Firm ie, whether Sole Proprietary Concern, or Registered Partnership Firm, or a Private Limited Company, or a Public Limited Company incorporated in India.			
4.	Names & Addresses of all Partners/Directors of the tenderer on the date of submission of Bid.			
5.	Name of the Contact Persons authorized to sign tender documents with Tel, Mob. Nos. email ids.			
6.	PAN No. of Tenderer <i>(enclose a scanned copy of PAN of the firm)</i>			
7.	Service Tax Registration No. <i>(enclose a scanned copy of service tax registration number of the firm)</i>			
8.	EPFO registration number <i>(enclose a scanned copy of EPFO registration number of the firm)</i>			
9.	Details of Tenderers Bank Account	Account Name		
		Bank Name & Branch		
		Account Number		
		IFSC		
10.	Gross Annual revenue during the immediate preceding 3years. (Enclose scanned copies of profit & Loss account & Balance Sheet for preceding Three years.)	2010-11		
		2011-12		
		2012-13		
		Average of 3 years		
11.	Experience Details:-			
	Financial Year	Name of the organization to which consultancy service provided	Income from consultancy service	Remarks, if any
	2010-11	1. 2. 3. 4. 5.		

	2011-12	1. 2. 3. 4. 5.		
	2012-13	1. 2. 3. 4. 5.		
	2013-14	1. 2. 3. 4. 5.		
	2014-15 (half year)	1. 2. 3. 4. 5.		

(Authorized Signatory)

NOTE : For detailed Terms & Conditions, MTF applicable may be referred.

List of Documents to be uploaded in Technical bid folder/cover:

- (i) Scanned copy (in pdf format) of proof of payment of fee for cost of Tender Form
- (ii) Scanned copy (in pdf format) of proof of payment of EMD.
- (iii) Scanned copy (in PDF format) of **‘Tender Application’** in the prescribed format **Appendix I** of the MTF, duly signed.
- (iv) Scanned copy of **“Particulars of Tenderer”** as prescribed in **Appendix II**.
- (v) Scanned copy (in PDF format) of attested copy of Deed of partnership of the firm/Certificate of Registration etc. as applicable.
- (vi) Scanned copy (in PDF format) of self-attested Power of Attorney duly signed by all the partners if Appendix I is not signed by all the partners.
- (vii) Scanned copy (in PDF format) of Power Of Attorney of person of DSC key holder.
- (viii) Scanned copy (in PDF format) of PAN card of the firm.
- (ix) Scanned copy (in PDF format) of Service Tax registration number of the firm.
- (x) Scanned copy (in PDF format) of EPFO registration number of the firm.
- (xi) Scanned copy (in PDF format) of Certificate of experience from concerned PSUs/clients of the bidder or appointment letter from the concerned PSUs/clients indicating proof of income from consultancy services.
- (xii) Scanned copy (in PDF format) of duly audited P&L account and Balance sheet of last 3 financial years.

1. List of document(s) to be uploaded in Financial bid folder/cover:

BOQ.xls as per **MTF**

Note: All documents as required to be submitted needs to be digitally signed/self-attested by authorized signatory.