

Andhra Pradesh State Civil Supplies Corporation Ltd.

Government of Andhra Pradesh



Request for Proposal

For

Selection of developer for construction of Integrated Paddy Silo Storage Facility along with Rice Mill in the state of Andhra Pradesh under Design, Build, Finance, Own and Operate (DBFOO) basis

DISCLAIMER

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

This RFP is not an agreement and is neither an offer by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing and submitting their proposal ("Bids") pursuant to the bidding documents including this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete. Each Bidder should therefore, conduct its own investigations and analysis of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

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

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

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

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

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority or

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

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1 BACKGROUND

1.1 General Information

The Andhra Pradesh State Civil Supplies (the “**Authority**”) was incorporated in the year 1974 as a limited company under the Companies Act 1956. The Share capital of the Company was fully contributed by the Government of Andhra Pradesh.

The Corporation functions with the main objective to engage in promote, improve, develop counsel and finance production, purchase, storage, processing movement transport distribution and sale of food grains, foodstuffs and any other essential commodities and to establish laboratories for the purpose of ensuring quality control.

It is the responsibility of the Corporation to undertake transportation, storage and delivery of the stocks under PDS at the door steps of the Fair Price Shop Dealers.

The transportation of stocks from FCI/Factories to MLS Points is called Stage-I transportation, which is being undertaken through the District-wise Transport Contractors appointed separately for food-grains and Levy Sugar.

The transportation from MLS Point to the door step of the F.P. Shop Dealer is called Stage-II transportation, which is being undertaken through Corporation Vehicles and Stage-II contractors appointed by the Collectors (CS) on approval of the rates by Head Office.

1.2 Objective

The objective behind the issuance of this RFP is to invite bids from reputed private entities to procure the land, designing, engineering, financing, procurement, installation, construction, operation and maintenance of paddy silo storage facility integrated with rice mill to finally deliver the custom milled rice to APSCSC as per the FAQ’s norms as stated in RFP document.

1.3 Configurations of Integrated silo storage complex and rice mill

The Silo Complex with broad parameters are summarized in the table below:

Parameters	Reference
Silo Storage Capacity	50,000 MT
Intake – By Road	In Bulk & Bags
Offtake – By Road	In Bags
Rice Mill	Not less than 20MT Per Hour

1.4 Locations

The Authority proposes to construct integrated silo storage with rice mill project at any of the locations mentioned in the table below:

S. No	Location	District	State	Storage Capacity
1	Within 15 KM Radius of Kakinada	East Godavari	Andhra Pradesh	50,000 MT
2	Within 10 KM of Pamarru (Preferebly between Pamarru & Guddivada)	Krishna	Andhra Pradesh	50,000 MT
3	Within 10 KM of Vishakhapatnam (towards Vizianagaram)	Vishakhapatnam	Andhra Pradesh	50,000 MT

1.5 Project cost

The indicative capital costs ("Estimated Capital Cost") for the Project, including land are about Rs 78 crores for Integrated Paddy Silo Storage Complex with 50,000 MT capacity along with Rice Mill having milling capacity of 20 MT Per Hour. The Authority has estimated the indicative capital costs on certain assumptions and does not assume any responsibility for the accuracy / correctness of the indicative capital costs mentioned herein. The assessment of actual costs, however, will have to be made by the Bidders.

2 SCOPE OF WORK

2.1 Bidder role:

The scope of work for the assignment shall be:

- I. The selected bidder shall be responsible for procuring the land parcel for the project. The land parcel should be as per location mentioned in clause 1.4 in that particular revenue district.
- II. The Selected Bidder shall identify the land parcel for the project after the issue of LOA and procure the same within 90 (Ninety) days from the date of signing of the Concession Agreement.
- III. The land requirement for integrated silo complex along with rice mill is minimum 11 acre. However, the bidder is free to assess the land requirement suitable to implement the said project.
- IV. The land should have good connectivity with the National Highway or Scheduled State Highways or a major district road or any other roads belonging to Government through a paved road with a width of not less than 7 meters.
- V. The land on which the integrated Silo Storage Complex along with rice mil is proposed to be constructed, should be under registered ownership or under registered long term lease of minimum tenure of 13 (thirteen) years from the date of the Concession Agreement.
- VI. The scope of work will broadly include development of integrated Silo storage facility for storage of foodgrain mainly paddy and along with rice mill to process the procured paddy to deliver CMR (Custom Milled Rice). The integrated silo storage facility along with rice mill shall comprise of sheet metal steel silos along with material handling equipment's comprising of conveying systems, cleaning, weighing, quality testing facilities, truck unloading/loading system, online dryer, boiler, sortex, grader, whitener, bagging silos with bagging machines, all civil work including foundation work, electrical, instrumentation and control and related facilities.
- VII. The bidder shall be responsible for project management, designing, detailed engineering, financing, procurement, fabrication, inspection, transportation of all the equipment/ materials to work site, storage, assembly, erection, construction and testing of all above mentioned facilities, to achieve mechanical completion, pre-commissioning, commissioning and operations.
- VIII. The basic requirement of the components for the integrated silo storage complex along with rice mill shall be as per Appendix – VI.
- IX. The bidder shall provide storage, preservation, handling & custom milling services on an exclusive basis to the Andhra Pradesh State Civil Supplies Corporation Limited for the Concession Period which shall be 10 (Ten) years.

- X. The bidder is not permitted to utilize the integrated silo storage facility along with rice mill for any other commercial activities for his own purpose.
- XI. The bidder shall complete the construction work for Integrated Silo Storage facility along with Rice Mill within 1 year from the date of signing of agreement.
- XII. On completion of the concession period of 10 years, the authority may further extend the concession period for another 5 years at his own discretion.
- XIII. The bidder shall also provide services towards the milling of paddy stored into silos to APSCSCL to deliver CMR as per the specification laid down by Government of India from time to time.
- XIV. Apart from milling the paddy stored in silos, APSCSCL shall also arrange the paddy at integrated silo storage complex along with rice mill to process the same in the rice mill as and when need arises.
- XV. The bidder shall be responsible for safe custody of the food grain in the integrated silo storage complex along with rice mill. The bidder has to take stock and assets insurance at his own cost.
- XVI. The bidder shall be responsible for maintaining the integrated silo storage facility and timely overhauling of the silo storage facility along with rice mill.
- XVII. The period maintenance of the integrated silo storage facility along with rice mill shall be in the scope of bidder.
- XVIII. The bidder shall keep all the records towards quantity & quality and same may be produced as and when requested by the authority.
- XIX. Under the bidding stage, the bidder shall quote the Fixed Storage Charges per ton per annum towards the handling & storage charges of paddy of 50,000MT into Silos.
- XX. At the time of receiving of Paddy, the bidder has to comply with all quality parameters laid down by Government of India from time to time viz. moisture, damaged, foreign matters etc.
- XXI. The integrated silo storage along with rice mill may also act as virtual Paddy Procurement Centre and Virtual Mandal Level Stock point. There should be an arrangement for sitting of authority personnel or its representative in the facility.
- XXII. The bidder has to take care for unloading, debuggng & loading etc. activities along with labour cost while receiving the paddy.
- XXIII. The bidder may reject the intake of paddy if not satisfied with the parameters as specified in the Appendix – VII A.
- XXIV. The bidder shall be responsible for maintaining the quality & quantity of paddy provided by the Andhra Pradesh State Civil Supplies Corporation Limited.
- XXV. The bidder may have to store the paddy in long term silos for max period of 6 to 8 months from the date of receipt.
- XXVI. At the time of delivery of Custom Milled Rice, all parameters should be in line with quality parameters laid down by government from time to time viz moisture, broken, damaged etc. as specified in the Appendix VII B.
- XXVII. The bidder has to arrange the labour for bagging, stacking, loading of bags onto trucks at the time of delivering of CMR.
- XXVIII. The bidder should be able to dispatch the CMR in bagged form in the size of 5Kg, 10Kg,

25Kg, 50Kg bags or any other size/dimension requested by the authority.

- XXIX. The bidder can retain the by-products of milled paddy and further utilize the same as per the requirement. All applicable taxes on all by-products shall be in the scope of bidder only.
- XXX. The bidder has to procure all applicable permits/licenses under the applicable law to start the construction and operation work.
- XXXI. The bidder has to employ such qualified & experienced personnel at the site to carry out the services and take care of operational obligations.
- XXXII. The bidder shall provide access to the authority or its representative to the integrated silo storage complex along with rice mill to inspect the facility during constructions period as well as concession period to check quality & quantity of food grain stored in the silos.
- XXXIII. The selected bidder shall raise the invoice on monthly basis towards fixed storage charges & variable charges including all taxes if any.
- XXXIV. The selected bidder shall also raise invoice towards custom milling charges for processing the paddy in the rice mill and delivery the Custom Milled Rice to the APSCSCL for further distribution.
- XXXV. The bidder is not permitted to amend or include any other terms & conditions by his own. The prior approval from authority is to be taken before incorporating any other terms & conditions.

2.2 Role of Andhra Pradesh State Civil Supplies Corporation Limited:

The APSCSC shall facilitate the following:

- I. The authority shall be responsible for availability of food grain mainly paddy at the integrated silo storage complex along with rice mill.
- II. The authority shall also be responsible for taking the delivery of CMR (Custom Milled Rice) from integrated silo storage complex along with rice mill.
- III. Transportation of paddy to the integrated silo storage complex and delivery of custom milled rice from integrated silo complex to further destination shall be in the scope of Andhra Pradesh State Civil Supplies Corporation Limited.
- IV. The authority shall pay the fixed storage charges Per Ton Per Annum quoted by bidder as services charges towards storage & handling of paddy in steel silos.
- V. The calculation of fixed storage charges shall be as follow:

$$\text{Total Storage Charges Payable for a month in rupees} = \text{Unit Rate for Storage Charges in Rs per ton per year} \times (\text{Capacity in Tons}) \times (1/12) \times (\text{Normative availability})$$
- VI. Normative Availability means the availability should not less than 98% (ninety eight per cent) of the Storage Capacity during any Accounting Year of the Concession Period. Provided further that the Availability shall be 100% during the Harvest Season.
- VII. The authority shall utilize the silos for paddy storage and provide 98% revenue guarantee of the silo storage capacity.
- VIII. The authority shall also pay variable charges INR 6.16 per ton per month for the foodgrain actually stored in the storage facility for any month. Quantity of food grains in the month is to be determined by computing the daily average of actual quantity stored in Silo Complex over the month.

IX. The calculation of variable storage charges shall be as follow:

Total Variable Charges Payable for a month in rupees = Unit Rate of Variable Charge in Rs per ton) X (quantity of Food Grain actually stored in the month in ton)

X. The authority shall also pay the custom milling charges fixed by government from time to time for milling the paddy. The existing custom milling charges for the year 2018-19 are as follow:

Raw Rice: INR 10 Per Quintal and no driage charges shall be paid separately.

XI. The fixed storage charge & variable charges shall be revised annually with effect from April 1 every year to reflect the variation in Price Index occurring between the Reference Index Date for January of the year in which Commercial Operation Date occurs and the Reference Index Date for the month of January preceding the Accounting Year for which such revision is undertaken.

XII. The custom milling charges shall be revised by government from time to time and same shall be passed on to the bidder towards milling charges.

XIII. "Price Index" shall comprise: 70% (seventy per cent) of WPI; and 30% (thirty per cent) of CPI (IW).

XIV. The quality parameters for receiving the paddy and delivering of CMR Rice from integrated silo complex shall be fixed by Government of India from time to time. The current FAQ norms towards the same shall be stated in the Appendix VII A and VII B respectively.

XV. The authority shall provide the empty gunny bags at his own cost or in case, bidder has to procure the empty gunny bags then the charges towards the same shall be reimbursed by the authority.

XVI. Incase of gunny bags procured by the bidder, the specification towards the same shall be specified by the authority only.

3 BRIEF DESCRIPTION OF BIDDING PROCESS

a) The Authority has adopted a single stage two parts process (referred to as the "Bidding Process") for selection of the Bidder for award of the Project. The Authority invites the Bidders to participate in the Bid Stage (the "Bid stage"). The Bid in response to the RFP shall be submitted in two parts, viz.:

PART 1: Qualification Proposal

PART 2: Financial Proposal

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

PART 1: Opening and evaluation of Qualification Proposal: Qualification Proposal shall consist of all Appendix, Annexures and other supporting documents ("Qualification Proposal") as stated under this RFP that the Bidder is required to submit as part of the Bid. The Bidders shall be required to meet the Technical Capacity and Financial Capacity for undertaking the Project based on the criteria mentioned in the RFP. Financial Proposal of only those Bidders shall be opened, whose Bid is responsive to technical & financial criteria, as set out in this RFP.

PART 2: Opening and evaluation of Financial Proposal: Financial Proposal shall be the Financial Quote in form of Fixed Storage Charges in Rupees per ton per year as per Appendix V, required by the Bidder for implementing the Project ("Financial Proposal").

The Bidder offering the lowest Fixed Storage Charges shall be the Lowest Bidder. On the basis of this evaluation process, Authority will issue a Letter of Award to the Selected Bidder.

4 SELECTION CRITERION FOR BIDDERS

4.1 General requirement:

- I. This invitation for bid is open for all the private entities.
- II. The bidder shall be a single entity or a group of entities (the "**Consortium**"), coming together to implement the Project.
- III. The Bidder should submit a Power of Attorney as per the format at Appendix II authorising the signatory of the Bid to commit the Bidder
- IV. Members of the Consortium shall nominate one member as the lead member (the "Lead Member"). The nomination(s) shall be supported by a Power of Attorney, as per the format at Appendix III, signed by all the other members of the Consortium.
- V. The lead member should be the single point of contact on behalf of all other consortium members.
- VI. In case of consortium, members of the consortium shall enter into a binding Joint Bidding Agreement, substantially in the form specified at Appendix IV (the "Joint Bidding Agreement"), for the purpose of submitting this Bid.
- VII. The Bidder should include a brief description of the roles and responsibilities of individual members, particularly with reference to financial, technical and O&M obligations.
- VIII. In case of consortium, the number of members should not exceed 4 (four).
- IX. An individual Bidder cannot at the same time be member of a Consortium applying for qualification. Further, a member of a particular Consortium cannot be member of any other Consortium.

4.2 Bidder not to be ineligible:

- I. Bidders shall not be under a declaration of ineligibility for any reason whatsoever as issued by Government of India or any state government or any public sector undertaking of the Government of India or any state government.

5 QUALIFICATION CRITERIA FOR BIDDERS:

5.1 Technical Capacity:

For demonstrating technical capacity and experience (the "Technical Capacity"), the Bidder shall, over the past 5 (five) financial years preceding the Bid Due Date have:

- paid for development of Eligible Project(s) as specified in Clause 9.5.2 or stated below;
(For a project experience to qualify as Construction experience in warehousing/storage sector, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However,

payments/receipts of less than Rs.4.60 crore (Indian Rupees Four crore Sixty lakh only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.)

and/ or

- Collected and Appropriated revenues from Eligible Project(s) as specified in Clause 9.5.3 or as stated below;

(For a project experience to qualify as O&M experience in warehousing/storage sector, the Applicant should have paid for operation and maintenance or received payments from its client(s) for warehousing/Storage sector, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs.4.60 crore (Indian Rupees Four crore Sixty lakh only) shall not be reckoned as payments/receipts for Eligible Projects. For avoidance of doubt, in order to qualify for bidding for project the bidder should have payments/receipts of over Rs. 4.60 Crore (Indian Rupees Four crore Sixty lakh only) over the last 5 years.)

Such that the sum total of the above is minimum 50% (Fifty Percent) of the estimated capital cost (the "Threshold Technical Capacity"). For technical qualification, the bidder shall fulfil the minimum threshold technical capacity criteria.

5.2 Financial Capacity:

The bidder/consortium shall have a minimum Net Worth (the "Financial Capacity") of 25% (Twenty five percent) of the indicative cost of project (refer clause 1.5) at the close of the preceding financial year.

6 TENDER DOCUMENTS

6.1 Contents of the tender document:

- I. The Bidder shall provide with its Bid, to be submitted as per the format at Appendix I to VII complete with its Annexures.
- II. Certificate(s) from its statutory auditors stating the payments made/ received or works commissioned, as the case may be, during the past 5 (five) years in respect of the projects submitted for evaluation of Technical Capacity as per Clause 5.1 ; In case a particular job/ contract has been jointly executed by the Bidder (as part of a consortium), it should further support its claim for the share in work done for that particular job/ contract by producing a certificate from its statutory auditor and from the client ; and
- III. Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as per the Specified requirement, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 5.2. For the purposes of this RFP, net worth (the "Net Worth") shall mean the sum of subscribed and paid up equity and reserves from which shall be deducted the sum of revaluation reserves, miscellaneous expenditure not written off and reserves not available for distribution to equity shareholders. For entities other than companies, the Net Worth shall mean assets net of liabilities and calculated as per applicable accounting standards

- IV. In case the Bidder is a Consortium, it shall, comply with the following additional requirements:
 - (a) Number of members in a consortium shall not exceed 4 (four);
 - (b) Subject to this provision above, the Bid should contain the information required for each member of the Consortium;

6.2 Clarification regarding tender documents:

- I. Bidders requiring any clarification regarding tender document may notify with APSCSC in writing through e-mail at the e-mail address indicated in this document before the bid due date. The APSCSC will respond to all such clarification requests through email to all Bidders.

6.3 Amendments to tender documents:

- I. At any time prior to the deadline for submission of tenders, the APSCSC may, for any reason, whether at its own initiative or in response to a clarification requested by a Bidder or as a result of the outcome of the pre bid meeting, modify this tender document through an amendment/corrigendum.
- II. All amendments to the tender document shall be uploaded to website and shall be binding on the Bidders.

7 SUBMISSION OF PROPOSAL

7.1 Language of the tender:

- I. The tender prepared and submitted by the bidder shall be in English.
- II. Any correspondence relating to the tender between the Bidder and with APSCSC shall be in English language.
- III. Supporting documents and printed literature furnished by the Bidder may be in another language provided that they are accompanied by a certified translation of the relevant passages in English language in which case, for the purposes of interpretation of the tender, the translation shall govern. However, documents in Telugu need not be translated.

7.2 Bid documents:

- I. The bid shall comprise of Technical Bid and Financial Bid and all its supporting documents and attachments.
- II. The bids complete in all respect including all attachments, and supporting documents as prescribed in this RFP Document shall be submitted by the bidder in hard copy with bid processing fees and bid security in two separate envelopes.
- III. Without prejudice to the generality of the above, the following shall form a part of the Technical & Financial Bid document to be submitted by the Bidder.
 - Letter of comprising the bid in a format as in **Appendix I**;
 - Bidders details in a format as in **Annexure-I**;
 - Particulars about fulfilling the technical capacity of the bidder, along with necessary enclosures, in a format as in **Annexure-II**;
 - Particulars about fulfilling the financial capacity of the bidder, along with

necessary enclosures, in a format as in **Annexure-III**;

- Particulars about fulfilling the details of eligible projects undertaken by the bidder, along with necessary enclosures, in a format as in **Annexure-IV**;
- Power of Attorney for signing the bid and lead member as per format in **Appendix -II & III**; and
- Joint bidding agreement between all members of a consortium as per format in **Appendix IV**
- Supporting enclosures and any other document that the Bidder desires to submit.
- The Financial Bid to be submitted by the Bidder should in as per the format specified in **Annexure-V**.
- Confirmation towards basic requirements of the components for the integrated silo storage complex along with Rice Mill as per **Appendix VI**
- Confirmation towards following the FAQ's norms for paddy and custom milled rice as specified in **Appendix VII A and VII B**

8 PROCEDURE FOR BIDDING SUBMISSION

The bidder shall submit their eligibility and qualification details, Technical bid, Financial bid etc., in the standard formats provided in the RFP document. The bidder shall sign on the statements, documents, certificates, submitted by him, owning responsibility for their correctness/authenticity. The bidder shall attach all the required documents for the specific tender during the bid submission as per the tender notice and bid document.

8.1 Submission of Hard copies:

- I. All bids have to be submitted in hard copy for all the documents as part of Technical Bid and Financial Bid, along with bid processing fee and bid security deposit shall be submitted invariably in two separate envelopes, at address mentioned in clause 8.1 (III) on or before bid due date 05.03.2019 latest by 3:00 PM.
- II. The bid shall be submitted in two parts:

Part 1: The qualification proposal shall consist of all appendixes and annexures in one envelope marked as qualification proposal

Part 2: the financial proposal as per Appendix V in separate envelope marked as financial proposal
- III. The qualification proposal envelope & financial proposal shall be placed in another envelope marked as Bid for Construction of Integrated Silo Storage Complex along with Rice Mill under DBFOO mode and shall be addressed to:

ATTN. OF:	The Vice Chairman & Managing Director
ADDRESS:	Andhra Pradesh State Civil Supplies Corporation Limited Sri Sai Towers, Ashok Nagar, Beside Siris Company, Kanuru, Bandar Road, Vijayawada-520007
Phone number	0866-2551915
Email id	md@apscsc.gov.in & cfo@apscsc.gov.in

- IV. The department shall not take any responsibility for any delay or non-receipt. If any of the documents furnished by the bidder is found to be false/fabricated/bogus, the bidder is liable for forfeiture of the EMD, cancellation of work and criminal prosecution and black listing.
- V. The bidder is requested to get a confirmed acknowledgement from the Tender Inviting Authority as a proof of Hardcopies submission to avoid any discrepancy. The bidder has to attach all the required documents as required by Tender Inviting Authority in its tender conditions.

8.2 Period of validity of tenders

- I. Unless declared to the contrary, tender shall remain valid for a period of 60 days after the last date for submission of tender. Any tender valid for a shorter period shall be treated as non-responsive and rejected.
- II. Under exceptional circumstances, The APSCSC may solicit the consent of the Bidder for an extension of the period of validity. The request and the responses thereto shall be made in writing.-.
- III. Bidder may, by a communication through writing or email accept the request for extension of period of validity. In such a case, the bid security deposit provided shall also be suitably extended.
- IV. Bidder accepting the request for extension of period of validity would not be permitted to modify its tender.
- V. Bidder may decline to extend the validity of the tender and in such case; its tender would not be considered for acceptance.
- VI. The bid security deposit furnished as by the bidder declining to extend the validity of the tender would not be liable for forfeiture.

8.3 Bid Security deposit:

- I. In terms of the RFP, a Bidder will be required to deposit, along with its Bid, a bid security equivalent to INR 50 Lakhs (Fifty Lakhs) as the "Bid Security", refundable no later than 60 (sixty) days from the Bid Due Date, except in the case of the selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under concession agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft in the name of **Andhra Pradesh State Civil Supplies Corporation Limited Payable at Vijayawada** or shall deposit the bid security amount in the authority's bank account. Details of the bank account of APSCSCL. **Name of the Account: VC & Managing Director, APSCSCL, Vijayawada, Bank Name: State Bank of India, Branch: M.G Road, Vijayawada, Account No. 37270582042, IFSC Code: SBIN0016857.** The Bid shall be summarily rejected if the Demand draft or copy of the RTGS/NEFT transaction confirmation receipt issued by the transferring bank not submitted along with other Bid documents as evidence of Bid Security.

8.4 Performance Security:

- I. Within 15 (Fifteen) days from the date of signing of the concession agreement by the Authority, the successful bidder shall deposit the Performance Security for an amount equal to 5% (Five Percent) of the Project Cost in the authority's Bank account. Details of bank account of APSCSCL. **Name of the Account: VC & Managing Director, APSCSCL, Vijayawada, Bank Name: State Bank of India, Branch: M.G Road, Vijayawada, Account No. 37270582042, IFSC Code: SBIN0016857.**

8.5 Signing of the tender:

- I. Tenders received without the signature of the person authorised to sign the tender shall be rejected.
- II. All pages of the tender shall be initialled by the person or persons signing the tender and the seal of the Bidder affixed thereon before submission.

8.6 Deadline for submission of tenders

- I. Tenders shall be submitted on or before the time and date specified in this document. In the event that the specified date for the submission of tenders is declared as a public holiday, tenders will be received up to the appointed time on the next working day.
- II. The APSCSC may, at its discretion, extend the deadline for submission of tenders by amending the tender document, in which case all rights and obligations of This Office and Bidders before the extension of the deadline will remain the same in the extended period.

8.7 Withdrawal of tenders

- I. No tender shall be withdrawn in the interval between the deadline for submission of tenders and the expiration of the period of validity of the tender specified by the Bidder in its tender. Withdrawal of a tender during this interval shall result in the forfeiture of the bid security deposit of the Bidder.

8.8 Right to accept any tender or to reject any or all tenders

- I. The APSCSC reserve the right to accept or reject any tender or tenders or to annul the tendering process at any stage.

9 EVALUATION PROCEDURE

9.1 Opening of tenders by the APSCSC

- I. In the event that the date specified for opening of tenders is declared a public holiday, tenders shall be opened at the appointed time and location on the next working day.
- II. Representatives of Bidders may be present at the time of opening of tenders. They shall sign a register evidencing their attendance.

9.2 Substantially responsive tenders

- I. A tender shall be deemed to be substantially responsive if the Technical Bid has been submitted as per the clauses of RFP.
- II. The APSCSC shall have absolute discretion to either consider any tender that is not substantially responsive or reject the same.

9.3 Seeking clarification on received bids

- I. The APSCSC may, at its discretion, seek any clarification from the bidders with regard to their bids submitted. The request for clarification and the response shall be in writing and no change in rates or substance of the tender shall be sought, offered or permitted.

9.4 Evaluation of Eligibility

The technical bid is liable for rejection, at the discretion of the APSCSC, if-

- I. The bid security deposit has not been submitted or if submitted is inadequate or if the demand draft is prima facie defective; or

- II. Any of the documents as required in RFP have not been submitted or if submitted is defective for any reason whatsoever; or
- III. The period of validity of the proposal is not as specified in this tender document; or
- IV. The Bidder does not satisfy any of the qualification conditions prescribed in this tender; or
- V. The APSCSC is of opinion that the Technical Bid is not capable of consideration for any other reason whatsoever.

9.5 Evaluation criteria for Technical and Financial Bid

- 9.5.1 Subject to the provisions of Clause 5.2, the following experience would qualify as Technical Capacity and eligible experience (the "Eligible Experience") in relation to eligible projects as stipulated in Clauses 9.5.2 and 9.5.3 (the "Eligible Projects"):

Construction experience on Eligible Projects in warehousing/storage sector that qualify under Clause 9.5.2 and or,

Operations and Maintenance experience on Eligible Projects in warehousing/storage that qualify under Clause 9.5.3

For the purpose of this RFP:

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

- 9.5.2 For a project experience to qualify as Construction experience in warehousing/storage sector, the Applicant should have paid for execution of its construction works or received payments from its client(s) for construction works executed, fully or partially, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs.4.60 crore (Indian Rupees Four crore Sixty lakh only) shall not be reckoned as payments/receipts for Eligible Projects. For the avoidance of doubt, construction works shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. Further, the cost of land shall not be included hereunder.
- 9.5.3 For a project experience to qualify as O&M experience in warehousing/storage sector, the Applicant should have paid for operation and maintenance or received payments from its client(s) for warehousing/Storage sector, during the 5 (five) financial years immediately preceding the Bid Due Date, and only the payments (gross) actually made or received, as the case may be, during such 5 (five) financial years shall qualify for purposes of computing the Experience Score. However, payments/receipts of less than Rs.4.60 crore (Indian Rupees Four crore Sixty lakh only) shall not be reckoned as payments/receipts for Eligible Projects. For avoidance of doubt, in order to qualify for bidding for project the bidder should have payments/receipts of over Rs. 4.60 Crore (Indian Rupees Four crore Sixty lakh only) over the last 5 years.
- 9.5.4 The Bidder shall quote experience in respect of a particular Eligible Project only, even though the Bidder (either individually or along with a member of the Consortium) may have played multiple roles in the cited project. Double counting for a particular Eligible Project shall not be permitted in any form.
- 9.5.5 All the Bidder fulfilling the Technical threshold Capacity subject to fulfilment of Financial Capacity shall be eligible for opening of their Financial Proposal.

- 9.5.6 The Bid must be accompanied by the Audited Annual Reports of the Bidder (and of each Member in case of a Consortium) for the last 5 (five) financial years, preceding the year in which the application is made.
- 9.5.7 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make it available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 5 (five) years preceding the year for which the Audited Annual Report is not being provided.
- 9.5.8 The Bidder must establish the minimum Net Worth specified in Clause 5.2 and provide details as per format at Annexure III of Appendix I.

For the purpose of this RFP, Associate means, in relation to the Bidder/Consortium Member, a person who controls, is controlled by, or is under the common control with such Bidder/ Consortium Member ("the Associate"). As used in this definition, the expression "control" means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to the person which is not a company or corporation, the power to direct the management and policies of such person by operation of law

9.6 Evaluation criteria for financial bid

- 9.6.1 Under the financial proposal, the bidders are required to provide the financial quote in the form of Fixed Storage Charges, in rupees Per Ton Per Annum, required by bidder for implementing the project. The Fixed Storage Charge, in Rupees per ton per year, to be quoted by the Bidder, will be applicable for the first financial year of operation ("Base Year")
- 9.6.2 The Project shall be awarded to the Bidder quoting the Lowest Fixed Storage Charge. In this RFP, the term "Lowest Bidder" shall mean the Bidder who has quoted the lowest Fixed Storage Charge.
- 9.6.3 Generally, the Lowest Bidder shall be the Selected Bidder. The remaining Bidders shall be kept in reserve and may be invited to match the Financial Quote submitted by the Lowest Bidder in case such Lowest Bidder withdraws or is not selected for any reason. In the event that none of the other Bidders match the Financial Quote of the Lowest Bidder, the Authority may, in its discretion annul the Bidding Process.
- 9.6.4 A Bidder applying for more than one project, should submit Financial Proposal for all the Projects under one financial quote template as available in RFP. The financial proposal shall be submitted on location wise priority as per Appendix-V.
- 9.6.5 Authority shall award maximum two project to one bidder. Incase, a bidder submits lowest financial quote for all the locations then only two project will be awarded to him at sole discretion of the authority.

10 AWARDING OF THE CONTRACT

10.1 Notification of award

Prior to the expiration of the period of validity of tenders, The APSCSC will notify the Lowest Bidder in writing by letter or by e- mail to be confirmed in writing, that it's tender has been accepted.

10.2 Letter of Award

APSCSCL will issue a letter of award to the selected bidder and the same should be signed

& accepted by the selected bidder within 7 days of receipt of the Letter of Award

11 PERFORMANCE SECURITY

- I. The Selected Bidder shall furnish performance security as mentioned in clause 8.4 of this RFP.
- II. Any request for extension of time for providing the performance security would be at the sole discretion of the APSCSCL.
- III. Failure of the Selected Bidder to furnish performance security to the satisfaction of the APSCSC shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security deposit.
- IV. In the event of annulment of the award, the APSCSC may Notify the next Lowest Bidder; (Or) Invite new tenders.

12 SIGNING OF THE CONTRACT

- I. The Selected Bidder shall sign the Contract with the APSCSCL, as per the time provided by the APSCSCL.
- II. Failure of the Selected Bidder to sign the Contract with in the stated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security deposit.
- III. In the event of annulment of the award, the APSCSC may Notify the next Lowest Bidder; **(Or)** Invite new tenders.

13 CORRUPT OR FRAUDULENT PRACTICES

- I. The APSCSC requires that Bidders observe the highest standard of ethics at the time of bidding and while providing services to the APSCSC. In pursuance of this policy, for the purposes of this clause,
- II. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution; and
- III. "Fraudulent practice" means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of APSCSC, and includes collusive practice among Bidders (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive the APSCSC of the benefits of free and open competition.
- IV. The APSCSC may reject the tender of the Lowest Bidder/any other Tender, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- V. The APSCSC may withdraw the notification of award if it determines that the Selected Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- VI. The APSCSC may declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract, if it at any time it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.

14 SCHEDULE OF BIDDING PROCESS

Issue of RFP	13 th Feb 2019
Last date for receiving queries	20 th Feb 2019
Authority's response to queries/ Pre-bid Meeting	25 th Feb 2019
Last date for submission of proposal (Bid Due Date)	05 th Mar 2019
Date for opening of qualification proposal	05 th Mar 2019
Date of opening of financial proposal	Within 7 days from opening of qualification proposal
Issue of letter of award	Within 7 days from opening of financial proposal
Signing of the Concession Agreement	Within 21 days from the date of issue of LOA

15 ARBITRATION

- I. Any dispute which is not resolved amicably, the same shall be referred to arbitration by a board of arbitrators appointed by in accordance with Clause 15 point no II. The arbitration shall be held in accordance with the Rules of Arbitration of the International Centre for Alternative Dispute Resolution, New Delhi (the "Rules"), or such other rules as may be mutually agreed by the Parties, and shall be subject to the provisions of the Arbitration and Conciliation Act, 1996 (No. 26 of 1996). The venue of such arbitration shall be Vijayawada, and the language of arbitration proceedings shall be English.
- II. There shall be a Board of three arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Rules.

16 INDEMNITY

- I. The bidder shall indemnify, defend, save and hold harmless the Authority and its officers, servants, agents, Government Instrumentalities and Government owned and/or controlled entities/enterprises, (the "Authority Indemnified Persons") or any and all suits, proceedings, actions, demands and claims from third parties for any loss, damage, cost and expense of whatever kind and nature, whether arising out of any breach by the bidder of any of its obligations under this RFP or any related document or on account of any defect or deficiency in the provision of services by the bidder or from any negligence of the bidder under contract or tort or on any other ground whatsoever, except to the extent that any such suits, proceedings, actions, demands

and claims have arisen due to any negligent act or omission, or breach or default of this Agreement on the part of the Authority Indemnified Persons.

- II. Without limiting the generality of Clause 16 point no. I, the bidder shall fully indemnify, hold harmless and defend the authority and the authority Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:
 - a. failure of the bidder to comply with Applicable Laws and Applicable Permits;
 - b. payment of taxes, levies, fees and any other statutory dues required to be made by the bidder in respect of the income or other taxes of the bidder's contractors, suppliers and representatives; or
 - c. non-payment of amounts due as a result of materials or services furnished to the bidder or any of its contractors which are payable by the bidder or any of its contractors.

17 MISCELLANEOUS

- I. The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at Vijayawada shall have exclusive jurisdiction over all disputes arising under, pursuant to and / or in connection with the Bidding Process.
 - i. The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
 - I. suspend and / or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto;
 - II. consult with any Bidder in order to receive clarification or further information;
 - III. retain any information and / or evidence submitted to the Authority by, on behalf of, and / or in relation to any Bidder; and / or
 - IV. Independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
 - ii. It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/ or performance of any obligations hereunder, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and / or claims it may have in this respect, whether actual or contingent, whether present or in future.

Appendices

APPENDIX I

Letter Comprising the Bid for Qualification

(Instruction - On the letter head of the Bidder/ Lead Member of the Consortium)

To,

The Vice Chairman & Managing Director
Andhra Pradesh State Civil Supplies & Corporation Limited
IVth & Vth Floor, Corp.Office H.No.10-152/1, Sri Sai Towers,
Ashok Nagar, Beside Siris Company, Kanuru, Bandar Road,
Vijayawada-520007

Sub: Selection of developer for construction of Integrated Paddy Silo Storage Facility along with Rice Mill in the state of Andhra Pradesh under Design, Build, Finance, Own and Operate (DBFOO) basis

Dear Sir/Madam,

1. I/we, having examined the RFP document and understood its contents, hereby submit my/our unconditional and unqualified Bid for the project for location as given below.

S. No	Location of Project	State
1.		
2.		
3.		

2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for qualification of the Bidders for the aforesaid project, and we certify that all information provided in the Bid documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of qualifying as a Bidder for the financing, development, construction, operation, and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or required to supplement or authenticate the Qualification statement.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we/ any of the Consortium Members or our/ their Associates {or Technical Associate} have neither been blacklisted/barred by the GST authorities/Central/State Government or any Public Sector Undertaking/Corporation nor have failed to perform on any contract, as evidenced by imposition of a penalty by an

arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the RFP document, including any Addendum/corrigendum issued by the Authority;
 - b. I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 13 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - c. I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Clause 13 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders.
9. I/ We believe that we/ our Consortium/ proposed Consortium satisfy(s) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document and are/ is qualified to submit a Bid.
10. I/We commit to develop the Project involving Silo Storage Complex along with rice mill at the location mentioned in point no 1 of Appendix I of this RFP. I/We understand that in the event we fail in acquiring the land within 60 days plus extension period of maximum 30 days, if issued by the authority from the date of the Concession Agreement as per the terms of the Concession Agreement, the Bid Security shall be liable to be forfeited by the Authority.
11. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a Member of a/ any other Consortium applying for qualification.
12. I/ We certify that we/ any Member of the Consortium or any of our/ their Associates have not been convicted by a Court of Law and sentenced to imprisonment for a period of 3 years or more.
13. I/ We further certify that no investigation by a regulatory authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/managers/employees.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding

Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.

15. The power of attorney for signing of application {and the power of attorney for Lead Member of consortium}, as per format provided at Appendix II {and III respectively} of the RFP, are also enclosed.
16. I/ We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of Bidders, or in connection with the selection/ Bidding Process itself, in respect of the above mentioned Project and the terms and implementation thereof.
17. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
18. I/ We certify that in terms of the RFP, my/our Net worth is Rs.____(Rs.____in words) and we meet the Threshold Technical Capacity and Financial Capacity prescribed in Clauses [5.1](#) and [5.2](#) of the RFP document for the projects listed.
19. I/We confirm that I/we have read the entire RFP document including appendix, annexures, Instructions, corrigendum and other documents as issued by the Authority in connection with this RFP document and I/we shall abide hereby the terms / conditions / clauses contained herein.
20. I/we confirm that the bid shall remain valid for a period of 60 (sixty) days from the Bid Due Date extendable by another 30 (thirty) days at the sole discretion of the Authority.

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

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory)

Place:

(Name and seal of the Bidder/ Lead Member)

Note: Copy of Government issued identification proof of Authorized signatory to scanned & uploaded as well as physically submitted

ANNEXURE I

Details of Bidder

(Instruction: Original physical copy submitted in sealed envelope)

1. Details of the Bidder / member of Consortium
 - a. Name:
 - b. Country of incorporation:
 - c. Type of entity : Individual / Sole Proprietorship / Company / Partnership Firm / Limited Liability partnership
 - d. Registered address :
 - e. Address of the corporate headquarters and its branch office(s), if any, in India:
 - f. Date of incorporation and commencement of business:
 - g. Incorporation / Registration Number¹ :
2. Brief description of the Bidder including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
 - a. Name:
 - b. Designation:
 - c. Company:
 - d. Address:
 - e. Telephone Number/Mobile No:
 - f. E-Mail Address:
 - g. Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
 - a. Name:
 - b. Designation:
 - c. Company :
 - d. Address:
 - e. Telephone Number/Mobile No:
 - f. Fax Number:

¹ Where not applicable, PAN Number to be provided

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

SI No:	Name of Member	Role of each member	Percentage of Equity in the consortium

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

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

Name of Bidder / member of Consortium:

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

Signature of Authorized Signatory
Stamp of Bidder / Lead Member

Note

Strike out parts not applicable. Do not delete

In case of a Consortium:

- a. *The information above (1-4) should be provided for all the Members of the Consortium.*
- b. *The Power of Attorney & Joint Bidding Agreement as per Appendix III and IV to be attached to with the Bid document.*

ANNEXURE II

Technical Capacity of the Bidder@

(Instruction: Original physical copy submitted in sealed envelope)

Bidder type#	Member Code ¥	Project code ¥	Experience£ (Equivalent	
			Payments made/ received for construction of Eligible Projects as per clause 9.5.2	Revenues appropriated from Eligible Projects as per clause 9.5.3
(1)	(2)	(3)		
Single entity Bidder		a		
		b		
		c		
		d		
Consortium Member 1		1a		
		1b		
		1c		
Consortium Member 2		2a		
		2b		
		2		

INSTRUCTIONS:

@Provide details of only those projects which qualify as Eligible Experience that have been undertaken by the Bidder under its own name and/ or by an Associate and/ or by a project company. In case of Categories 1 and 2, include only those projects which have an estimated capital cost exceeding the amount specified in Clause 9.5.2 and for Categories 3 include only those projects where the payments made/received exceed the amount specified in Clause 9.5.3.

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

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

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

\$ Refer Clause 9.5

£\$\$ For conversion of US Dollars to Rupees, the rate of conversion shall be Rupees 71.10 (Rupees seventy One & Ten Paise only) to a US Dollar. In case of any other currency, the same shall first be converted to US Dollars as on the date 30 (sixty) days prior to the Application Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.

ANNEXURE III
Financial Capacity of the Bidder

(Instruction: Original physical copy submitted in sealed envelope)

(In Rs. crore^{\$})

Table 1:

Bidder Type ^{\$\$}	Member Code [£]	Net Cash Accruals					Net Worth ^{££}
		Year 1	Year 2 (4)	Year 3	Year 4 (6)	Year 5	Year 1 (8)
(1)	(2)						
Single Entity							
Consortium Member 1							
Consortium Member 2							
Consortium Member 3							
TOTAL							

Name & address of Bidder's Bankers:

^{\$}For conversion of other currencies into rupees, see notes below Annexure-II of Appendix-I

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

[£]For Member Code, see instruction 4 at Annexure-IV of this Appendix-I.

^{££}The Applicant should provide details of its own Financial Capacity or of an Associate.

Appendix I

Annexure-III

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Application Due Date. The financial statements shall:
 - a. reflect the financial situation of the Bidder or Consortium Members and its/ their

Associates where the Applicant is relying on its Associate's financials;

- b. be audited by a statutory auditor;*
 - c. be complete, including all notes to the financial statements; and*
 - d. Correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).*
- 2. Net Cash Accruals shall mean Profit after Tax + Depreciation.*
 - 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).*
 - 4. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.*
 - 5. In the case of a Consortium, a copy of the Jt. Bidding Agreement shall be submitted in accordance with Clause 4.1 (v) of the RFP document.*
 - 6. The Bidder shall also provide the name and address of the bankers to the Applicant.*
 - 7. The Bidder shall provide an Auditor's Certificate specifying the Net Worth of the Applicant and also specifying the methodology adopted for calculating such Net Worth in accordance with Clause 5.2 of the RFP document.*

ANNEXURE IV

Details of Eligible Projects

(Instruction: Refer to Clause 5.1 and 9.5 of the RFP-)

Project code:

Member Code:

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

Instructions:

- Bidders are expected to provide information in respect of each Eligible Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 9.5 of the RFP, as the case may be. Information provided in this Clause is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.

2. For a single entity Applicant, the Project Codes would be a, b, c, d etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on.
3. A separate sheet should be filled for each Eligible Project.
4. Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Applicant or its Member, write "Associate" along with Member Code.
5. The total payments received/ made and/or revenues appropriated for each Eligible Project are to be stated in Annexure-II of this Appendix-I. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Application Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. For Categories 1 and 2, expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in Clause 9.5. In case of Categories 3, 4 and 5, payments made/ received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in Clause 9.5.3. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
6. In case of projects as per clause 9.5.2, particulars such as name, address and contact details of owner/ Authority/ Agency (i.e. concession grantor, counter party to PPA, etc.) may be provided. In case of projects as per clause 9.5.3, similar particulars of the client need to be provided.
7. Provide the estimated capital cost of the Eligible Project. Refer to Clauses 9.5.2 & 9.5.3
8. For eligible projects as per clause 9.5.3, the date of commissioning of the project, upon completion, should be indicated. In case of Categories 3, 4 and 5, date of completion of construction should be indicated. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
9. For eligible projects as per clause 9.5.2, the equity shareholding of the Applicant, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given (Refer Clause 9.5).
10. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a consortium in respect of the same experience shall be permitted in any manner whatsoever.
11. Certificate from the Bidder's statutory auditor\$ or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/ Member/Associate may provide the requisite certification.

12. If the Bidder is claiming experience eligible projects as per clause 9.5.2, clause 9.5.3, clause 9.5.4 it should provide a certificate from the statutory auditor of the Applicant, or its Associate, in the format below:

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

Based on its books of accounts and other published information authenticated by it, this is to certify that _____ (name of the Bidder /Member/Associate) {is / was an {equity shareholder /stakeholder} in _____ (title of the project company) and holds / held Rs. _____ cr. (In words Rupees _____ crore) of equity (which constitutes _____ % of the total paid up and subscribed equity capital) of the project company from _____ (date) to _____ (date). *the project was commissioned on _____ (date of commissioning of the project).}

OR

{Owns and operates _____ (title of the project). The project was commissioned on _____ (Date of commissioning of the project).} ² We further certify that the total estimated capital cost, excluding land, of the project is Rs. _____ cr. (Rupees _____ crore). OR {O&M Experience _____ (title of the project). The project was commissioned on _____ (Date of commissioning of the project).}

We further certify that the total estimated capital cost, excluding land, of the project is Rs. _____ cr. (Rupees _____ crore) and received/paid for operation and maintenance of the Rs. _____ cr. (Rupees _____ crore)

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

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

Name of the audit firm:

Seal of the audit firm:

Date:

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

² Select as appropriate

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

Based on the authenticated record of the Company, this is to certify that more than 50% (fifty per cent) of the subscribed and paid up voting equity of _____ (name of the Bidder / Consortium Member/ Associate) is held, directly or indirectly, by _____ (name of Associate/ Bidder / Consortium Member).

By virtue of the aforesaid shareholding, the latter exercises control over the former, who is an Associate as defined in the RFP.

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

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

Signature, name and designation of the authorized signatory)

Name of the audit

firm: Seal of the audit

firm: Date:

15. # In the case of indirect share-holding, the intervening companies in the chain of ownership should also be Associates i.e., the share-holding in each such company should be more than 50% in order to establish that the chain of "control" is not broken.

Note: It may be noted that in the absence of any detail in the above certificates, the information would be considered inadequate and could lead to exclusion of the relevant project in computation of Eligibility.

APPENDIX-II

Power of Attorney for signing of Bid

Know all men by these presents, we, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (Name), son/daughter/wife of and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney(hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** Project proposed or being developed by the Andhra Pradesh State Civil Supplies Corporation Limited (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Concession Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Concession Agreement with the Authority.

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

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

For.....
(Signature, name, designation and address)

Witnesses: 1.

2.

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

Notarized

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX-III

Power of Attorney for Lead Member of Consortium

Whereas the **Andhra Pradesh State Civil Supplies Corporation Limited** (the "Authority") has invited bids from qualified parties for the ***** Project (the "Project"). Whereas,,, and (collectively the "Consortium") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal and other connected documents in respect of the Project, and

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

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS

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

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

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

For (Signature, Name & Title)

For(Signature, Name & Title)

For (Signature, Name & Title)

(Executants)

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

Witnesses:

Notarized

1.

2.

Notes:

- *The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a board or shareholders resolution/ power of attorney in favor 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 legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV
Joint Bidding Agreement

(Instruction - Original physical copy submitted in sealed envelope; (To be executed on non-judicial stamp paper of the appropriate value in accordance with relevant stamp act. Qualified, the stamp paper to be in the name of one of the Members of Consortium)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of __20__

AMONGST

1. _____, {a company incorporated under the Companies Act, 2013 a partnership firm under the Indian Partnership Act 1932 or Limited Liability Partnership Act 2008/ individual }³ and having its registered office at _____(hereinafter referred to as the "First Part or Lead Member" which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

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

AND

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

The above mentioned parties of the FIRST, SECOND and THIRD ⁴PART are collectively referred to as the "Parties" and severally referred to as a "Party"

AND

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

³Parts in curly bracket ({} need to be modified as required

⁴Strike out parts not applicable

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

WHEREAS,

- A) The Andhra Pradesh State Civil Supplies Corporation Limited (hereinafter referred to as the "Authority" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the Bids") by its Request for Proposal No.....dated.....(the "RFP") for qualification and short-listing of bidders for construction of Integrated Silo Storage Complex along with Rice Mill at location in the state of Andhra Pradesh on DBFOO basis ("Projects").
- B) The Parties are interested in jointly bidding for the Project at ***** *{mention location of interest}* as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

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

2. Consortium

- a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the Bidding Process for the Project.
- b) The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

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

4. Role of the Parties

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

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

- b) Party of the Second Part shall be the _____ Member / Member of the Consortium;
- c) Party of the Third Part shall be the _____ Member / Member of the Consortium;
- d) Party of the Fourth Part shall be the _____ Member/ Other Member of the Consortium.⁵

5. Joint and Several Liability

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

6. Shareholding in the SPV

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

Second Party:

Third Party:

Fourth Party :

- b) The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the SPV shall, at all times till the second anniversary of the date of commercial operation of the Project, be held by the Parties of the First, Second and Third Part whose experience and net worth have been reckoned for the purposes of qualification and short-listing of Bids for the Project in terms of the RFP.
- c) The Parties undertake that each of the Parties specified in Clause 6(b) above shall collectively, at all times between the commencement date of the Project and the second anniversary thereof, hold all the subscribed and paid up equity share capital of SPV.
- d) The Parties undertake that they shall collectively hold at least 51% (fifty one cent) of the subscribed and paid up equity share capital of the SPV at all times after the second anniversary of the commercial operation date of the Project throughout the concession period.
- e) The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Agreement.

7. Representation of the Parties

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

- a) Such Party is duly organized, validly existing and in good standing under the laws of its incorporation and has all requisite power and authority to enter into this Agreement;
- b) The execution, delivery and performance by such Party of this Agreement has been authorized by all necessary and appropriate corporate or governmental action and a _____

⁵ Strike out parts not applicable

copy of the extract of the charter documents and board resolution/ power of attorney in favor of the person executing this Agreement for the delegation of power and authority

to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:

- i. require any consent or approval not already obtained;
 - ii. violate any Applicable Law presently in effect and having applicability to it;
 - iii. violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - iv. violate any clearance, permit, concession, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - v. create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

8. Termination

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

9. Miscellaneous

- a) This Joint Bidding Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

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

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

Four and on behalf

of THIRD PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

SECOND PART by:

(Signature)

(Name)

(Designation)

(Address)

SIGNED, SEALED AND DELIVERED

For and on behalf of

FOURTH PART by:

(Signature)

(Name)

(Designation)

(Address)

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.
4. Where the Party is not a technical member or finance member as the case may be, strike out and retain as member.

APPENDIX - V
FINANCIAL QUOTE TEMPLATE

Tender Inviting Authority: Vice Chairman & Managing Director

Name of Work: Selection of developer for construction of Integrated Paddy Silo Storage Facility along with Rice Mill in the state of Andhra Pradesh under Design, Build, Finance, Own and Operate (DBFOO) basis

Bidder Name		XXXXXX	
Price Schedule			
I/ We hereby submit the following Bid for undertaking the aforesaid Project at Base Unit Rates for Fixed Storage Charges per ton per year in accordance with the Bidding Documents and the Concession Agreement:			
S. No	Location	Base Unit Rate for Fixed Storage Charges Per Ton Per Year (inclusive of all taxes)	Base Unit Rate for Fixed Storage Charges Per Ton Per Year (inclusive of all taxes) In Words

Note:

1. The base rate is applicable for the first Financial Year of the Operation Period.
2. The rate shall be quoted in Indian Rupee only.
3. The rates will be inclusive of all taxes (except GST). The GST would be borne by the APSCSCL if applicable.
4. In case of any discrepancy/difference in the rate indicated in figures and words the rate in words will prevail and will be considered.
5. APSCSCL reserves the right to release the payment of GST mentioned in the supply invoices only post matching of the invoices in the GSTN System.
6. This shall be ensured by the bidder that the invoice raised by him during a month is appropriately reported in the GST Returns of the said month.
7. APSCSCL reserves the right to claim from the bidder any amount of tax, interest, penalty and litigation cost, if any, that may be incurred in future due to GST reporting/compliance mistake(S) on part of the bidder.
8. The bidder shall confirm that the invoice to be raised with APSCSCL is compliant with the provisions of the GST Law and contains the requisite details in an accurate manner for claiming of tax credits by APSCSCL.
9. APSCSCL reserves the right to forthwith cancel any supplies under this quote if the bidder is blacklisted by the GST authorities.

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

APPENDIX VI

Basic requirement of the components for the integrated silo storage complex along with Rice Mill

1. Introduction

This appendix lays down the basic requirement of the components for the integrated silo storage complex for bulk storage of paddy and Rice Mill for processing the paddy into CMR (Custom Milled Rice). The integrated silo storage complex should be designed and built with the following objectives:

- Ensure safe long term storage with minimum loss in quality of paddy
- Efficient handling of paddy with minimum losses
- Integration with present collection and distribution systems of APSCSCL
- Optimize capital investment
- Ensure efficient processing of paddy in the Rice Mill
- Optimizing the costing in terms of transit losses while eliminating transportation
- Enable efficient operation and maintenance and adhere to the utmost safety and security

2. The integrated Silo Storage Complex along with Rice Mill should have the following components:

Sr no	Component	Requirement
1	Land	Minimum 11 acres for 50,000 MT capacity for storage of paddy in silos & rice mill for processing the paddy. Additional land may be required depending upon the site and the design proposed by the bidder.
2	Boundary wall with separate entry and exit	Sufficient size of boundary wall to cover the project facility and separate entry and exit gates for smoothen the internal movement of vehicles
3	Electronic Weigh Bridges for gross & tare weight	Minimum 2 no's of lorry weighbridge of sufficient capacity and size to weigh the inwards and outward consignment at the same time
4	Parking Area	Project facility should have designated parking areas for trucks, two-wheeler & four-wheelers.
5	Administration Office	Suitably designed office block to accommodate the requisite staff for ease of working
6	Bagged Warehouse	Warehouse of covered storage capacity of atleast 2100 MT of foodgrain mainly CMR is required. All kinds of ventilations system should be installed.
7	Laboratory for Lab testing	A suitably designed lab to test samples and also should have a requisite working space

8	Unloading station for receiving paddy (In bags or Bulk)	A suitably designed unloading station/ dumping area where paddy can be unloaded from trucks and dumped into the pits for conveying to the process tower. Provision of one hydraulic tippler should be there within the same area of dumping. The conveying capacity should be sufficient to receive maximum 2000MT of paddy at any given day.
10	Online Dryer	A suitable capacity online dryer should be installed to bring down the moisture at a certain level which would be suitable for storing the paddy into silos for long duration
11	Process tower	A suitably designed structure is required to accommodate cleaner, drum sieves and online weigher to weigh the paddy before putting into the long terms silos. The structure should adhere to the site notification on wind pressure and seismic zone.
12	Long Term Storage Silos	Sufficient numbers of flat/hopper bottom galvanized corrugated bolted sheet metal silos having hot dip galvanizing of not less the 350gm/meter sq and should built as per standards and specifications totaling to a Capacity of 50,000 Metric Ton (MT). The Long Term Storage Silos are to be top loading and bottom discharge. The intake & offtake capacity of the conveying system attached to each of the Long Term Storage Silo should be suitably designed to fulfill the daily requirement. The long terms silos should have all necessary components like aeration fans, temperature monitoring system, stationary vents, mechanized ventilators, paddy shifting arrangement, sweep auger etc.
13	Fumigation System	A close loop system either having an external fan or with silos aeration fan or phosphine generator is required for the fumigation
14	Pre cleaner	A suitable designed pre-cleaning system should be installed to refine the paddy before processing into mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.
15	De-stoner	A suitable designed de-stoner should be installed for processing the paddy into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.
16	De-husking	A suitable designed de-husking system should be installed before for processing the paddy into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any
17	Paddy separator system	A suitable designed paddy separator should be installed before for processing the paddy into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.

18	Whitening & Polishing system	A suitable designed whitening & polishing machines should be installed into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.
19	Grading system	A suitable designed grading system to segregate the long & short grain should be installed into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.
20	Sorting system	A suitable designed sorter machines should be installed into rice mill. The rice milling capacity should be designed in a way to deliver atleast 400 MT of CMR in any given day.
21	Blending & packaging	A suitably designed semi-automatic weighing & bagging system should be installed with a stitching machine and reasonable mechanical system to stack & load the bagged Custom Milled Rice for loading into trucks. The maximum offtake of CMR would be approx. 400 MT in any given day. The bagging machine should have the provision to fill 5Kg, 10Kg, 25Kg, 50Kg or any other size requested by the authority.
22	Gunny Bags Storage space	Covered storage space for storing the empty gunny bags is required which should be fire proof and rodent proof.
23	Electrical sub station	A substation having of requisite capacity is required which would have free access to the entry of the State Electricity Board officials.
24	Fire Fighting System	A suitably designed firefighting system is required as per the norms of the local Fire Fighting department which has hydrants, portable fire extinguishers like CO2, dry powder type etc.
25	Rain Water Harvesting	A suitably designed rain water harvesting system as per State Government specification is required which works as a storm water drainage as well.
26	Power Back up	Suitable power back up system is required which can be sufficient to run the whole plant on secondary power.

- The bidder shall, at its own expense and in accordance with Good Industry Practice, provide and maintain all lighting, boundary wall, watch and ward arrangements for the safety and security of the Storage Facility.
3. The Project is on DBFOO basis. The developer is free to design the project as per requirement to achieve desired capacity keeping the output parameters and service level indicator intact.
 4. The requirement mentioned under Appendix VI are some of the basic components. However, the bidder is free to upgrade or include any further components which are required for smooth operation of the integrated silo storage along with rice mill project.

APPENDIX VII -A

Uniform Specifications of All Varieties of Paddy

Paddy shall be in sound merchantable conditions dry, clean, wholesome of good food value, uniform in color and size of grains and free from moulds, weevils, obnoxious smell, aagemone maxicana, lathyrus sativus (Khesari) and admixture of deleterious substances.

Paddy will be classified into Grade 'A' and Common groups.

Schedule of specifications

S. No	Refractions	Maximum Limits (%)
1	Foreign Matters a) Inorganic b) Organic	1.0 1.0
2	Damaged, discoloured, sprouted and weevilled grains	4.0
3	Immature , Shrunken and Shrivelled grains	3.0
4	Admixture of lower class	6.0
5	Moisture Content	17.0

Note:

1. The definitions of the above refractions and method of analysis are to be followed as per BIS Method of analysis for food grains terminology for food grains IS: 281-1995, as amended from time to time.
2. The method of sampling is to be followed as per BIS method for sampling of cereals and pulses and pulses IS: 14818-2000 as amended from time to time.
3. Within the overall limit of 1.0% for organic foreign matter, poisonous seeds shall not exceed 0.5% of which dhatura and akra seeds (vicia species) not to exceed 0.025% and 0.2% respectively.

APPENDIX VII -B

Uniform Specifications for Grade-A & Common Rice

Rice shall be in sound merchantable condition, sweet, dry, clean, wholesome, of good food value, uniform in color and size of grains and free from moulds, weevils, obnoxious smell, admixture of unwholesome poisonous substances, argemone maxicana and lathyrus sativus (Kesari) in any form or coloring agents and all impurities except to the extent in the schedule below. It shall also conform to the PFA standards.

S. No	Refractions	Maximum Limits (%)	
		Grade A	Common
1	Brokens* a) Raw	25.0	25.0
2	Foreign Matters** a) Raw	0.5	0.5
3	Damaged# /Slightly Damaged Grains a) Raw	3.0	3.0
4	Discoloured Grains a) Raw	3.0	3.0
5	Chalky Grains a) Raw	5.0	5.0
6	Red Grains a) Raw	3.0	3.0
7	Admixture of lower class a) Raw	6.0	--
8	De-husked Grains a) Raw	12.0	12.0
9	Moisture Content @ a) Raw	14.0	14.0

* Include 1% small brokens

** Not more than 0.25% by weight shall be mineral matter and not more than 0.10% by weight shall be impurities of animal origin

including pin point damaged grains

@ Rice (both raw and parboiled/single parboiled) can be procured with moisture content up to a maximum limit 15% with value cut. There will be no value cut up to 14%. Between 14% & 15% moisture, value cut will be applicable at the rate of full value.