



**ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED
C/2, Nayapalli, Bhubaneswar - 751012**

NOTICE OF REQUEST FOR PROPOSALS

ODISHA STATE PRIVATE ENTREPRENEUR GUARANTEE SCHEME, 2013

No. 1136 / MD

Dated: 13 .07.2016

The Odisha State Civil Supplies Corporation Limited (OSCSC) invites Bids from experienced and capable Bidders to undertake the development of agri-storage facilities in the State of Odisha (**Phase –II Project**). The Phase – II Project involves development of agri-storage facilities with an aggregate storage capacity of 57,500 MT with an individual capacity of 2500 MT spread across 23 project locations in 16 districts of Odisha to be received on or before **11 A.M. on Dt.12.08.2016**. The sealed Qualification Proposals shall be opened on the same day i.e. on **12.08.2016 at 11.30 A.M.**

The detailed terms and conditions for submission of bids and selection of bidders are provided in the request for proposal (**RFP**), which is available at the OSCSC website (www.oscsc.in) Prospective bidders can download the RFP documents free of cost from the OSCSC website.

OSCSC reserves the right to defer the scheduled dates and reject any or all the Bids without assigning any reason thereof.

Managing Director



**ODISHA STATE CIVIL SUPPLIES
CORPORATION LIMITED**

Request For Proposals

For

**DEVELOPMENT OF AGRI - STORAGE
FACILITIES ON PPP BASIS**

(PHASE II)

IN

ODISHA

JULY,2016

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DISCLAIMER

The information contained in the Bid Documents or any other information provided to the Bidders, whether verbally or in writing or in any other form, by or on behalf of OSCSC and its employees or advisors is provided to Bidders on the terms and conditions set out in the RFP and such other terms and conditions, subject to which such information is provided.

The RFP is not an agreement and further it is neither an offer nor an invitation by OSCSC to the Bidders or any other Person. The purpose of the Bid Documents is to provide the Bidders with information that may be useful to them in the preparation and submission of their Bids.

The Bid Documents include statements which reflect various assumptions and assessments arrived at by OSCSC and its advisors for the Phase II Project. Such assumptions, assessments and statements do not purport to contain all the information that the Bidders may require. The information contained in the Bid Documents may not be appropriate for all Persons and it is not possible for OSCSC, its employees or advisors to consider the investment objectives, financial situation and particular needs of each Person who reads the Bid Documents. The assumptions, assessments, statements and information contained in the Bid Documents may not be complete, accurate, adequate or correct. Each Bidder should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in the Bid Documents.

The information provided in the Bid Documents to the Bidders is on a wide range of matters, some of which may depend upon interpretation of the 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 the law. OSCSC and their employees and advisors accept no responsibility for the accuracy or otherwise for any interpretation or opinion on laws expressed in the Bid Documents.

OSCSC and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Bidder, under any law, statute, rules or regulations or tort or otherwise for any loss, damage, cost or expense which may arise from or that may be incurred or suffered on account of anything contained in the Bid Documents or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the Bid Documents and any assessment, assumption, statement or information contained in the Bid Documents or deemed to form part of the Bid Documents or arising in any way.

OSCSC and its employees and advisors also accept no liability of any nature, whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the content of the Bid Documents.

It will be deemed that by submitting a Bid, each Bidder agrees and releases OSCSC and its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for any 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 under the Bid Documents and/or in connection with the Phase II Bid Process, to the fullest extent permitted by applicable law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

OSCSC may, in its absolute discretion but without being under any obligation to do so, update, amend or supplement the information, assessment, statement or assumptions contained in the Bid Documents.

The issue of the Bid Documents does not imply that OSCSC is bound to qualify any Bidder or to award the Storage Agreement for any Phase II Project Location to any Bidder. OSCSC reserves the right to reject all or any of the Bids for any Phase II Project Location, without assigning any reasons whatsoever.

The Bidders shall bear their own costs associated with or relating to the preparation and submission of their Bids, including copying, postage, delivery charges and expenses associated with any demonstrations or presentations which may be required by OSCSC or any other costs incurred in connection with or relating to their Bids. All such costs and expenses will be borne by Bidders and OSCSC and its employees and advisors will not be liable in any manner whatsoever for such costs and expenses, regardless of the conduct or outcome of the Phase II Bid Process.

GLOSSARY

In this RFP, unless the context otherwise requires, capitalized terms shall have the meaning given to them in the table below. Capitalized terms not defined below shall have the meaning given to them in the Storage Agreement.

Addendum or Addenda	means an addendum or addenda to the Bid Documents.
Agri-Storage Facility	means a scientific storage facility for the storage of rice and other essential commodities proposed to be developed at each Phase II Project Location and Agri-Storage Facilities shall be construed accordingly.
Associate	means, in relation to a Bidder, a Person who Controls, or is Controlled by, or is under the common Control of such Bidder.
Bid	means, for each Phase II Project Location, a bid consisting of the Qualification Proposal and the Financial Proposal submitted by a Bidder for qualification and award of the Storage Agreement for that Phase II Project Location, and Bids mean collectively, all the bids submitted by the Bidders for a Phase II Project Location.
Bid Documents	means this RFP, the draft Storage Agreement, along with all schedules and annexures to this RFP and the draft Storage Agreement, any Addenda or clarifications issued to the Bidders in accordance with this RFP and other documents provided by OSCSC pursuant to this RFP.
Bid Due Date	means the last date for submission of Bids, being the date specified in the Bid Schedule.
Bid Schedule	means the schedule of the Phase II Bid Process as set out in Clause 2.10 and as may be amended from time to time.
Bid Security	has the meaning given to it in Clause 15.1.
Bidder	means, for each Phase II Project Location, an interested Person who submits a Bid to OSCSC in accordance with the provisions of the RFP.
Capital	means, in respect of the Special Purpose Vehicle that is incorporated by the Selected Bidder to act as the Developer, the total equity capital of such Special Purpose Vehicle that will be raised by the issuance of equity shares, preference shares, convertible instruments or through subordinated shareholder loans.

Capital Subsidy	means the subsidy to be provided by the GOO to a Bidder for the development of an Agri-Storage Facility at a Phase II Project Location.
Clause	means a clause of this RFP.
Companies Act	means the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013, to the extent applicable.
Completion Certificate	means, for each Agri-Storage Facility, the certificate issued or deemed to be issued by OSCSC to the Developer to certify completion of construction of the Agri-Storage Facility and satisfaction of all other conditions required to be fulfilled by the Developer prior to commencement of operations, in accordance with the Storage Agreement.
Completion Date	means, for each Agri-Storage Facility, the date on which the Completion Certificate for such Agri-Storage Facility is issued or deemed to be issued by OSCSC to the Developer in accordance with the Storage Agreement.
Conflict of Interest	has the meaning ascribed to it in Clause 4.2.
Control	with respect to a Person, means: (a) the ownership, directly or indirectly, of more than 50% of voting shares of such Person; or (b) the power, directly or indirectly, to direct or influence the management and policies of such Person by operation of law, contract or otherwise.
Custom Miller	means the owner or other person in charge of a rice mill and includes a person or authority which has the ultimate control over the affairs of such mill and when the said affairs are entrusted to a manager or managing director or managing agent, such manager, managing director or managing agent, as the case may be.
Dealer	means any person, firm, association of persons, company, panchayati raj institution, urban local body, co-operative society, women selfhelp group, forest protection committee, self help group or any other institution carrying on business on wholesale or retail basis in the purchase, storage, sale and/or distribution of essential commodities and includes a wholesaler, H&T Contractor or retailer.
Developer	means, for each Phase II Project Location, the Bidder declared as the Selected Bidder or the Special Purpose Vehicle incorporated by the Selected Bidder, who executes the Storage Agreement for such Phase II Project Location.

Financial Capacity	has the meaning ascribed to it in Clause 5.1.
Financial Proposal	means, for each Phase II Project Location, the financial proposal submitted by a Bidder for the development of an Agri-Storage Facility at that Phase II Project Location and for making the Agri-Storage Facility available to OSCSC for storage of rice grain and/or other essential commodities.
Financial Year	Means each 12 month period commencing on 1 April of one calendar year and ending on 31 March of the next calendar year.
GOO	means the Government of Odisha.
Guaranteed Tonnage	means, in relation to each Agri-Storage Facility, a minimum storage capacity that is equal to 2500 MT.
H&T Contractor	means a contractor engaged by OSCSC for transportation of rice grain to and from the Agri-Storage Facility.
LOA	means, for each Phase II Project Location, the letter of award that will be issued by OSCSC to the Selected Bidder for that Phase II Project Location in accordance with Clause 32.
MT	means metric ton.
Net Worth	<p>in case of:</p> <p>(a) individual means the sum of the value of all unencumbered assets owned by the individual minus the sum of the value of all liabilities of the individual as certified by a chartered accountant in the form set out in Annexure F;</p> <p>(b) company incorporated under the Companies Act or a foreign company incorporated under the relevant statute of its jurisdiction means the amount determined as follows: subscribed and paid up equity ADD reserves DEDUCT revaluation reserves DEDUCT miscellaneous expenditure not written off; and DEDUCT reserves not available for distribution to equity share holders;</p> <p>(c) trust or society means the sum of available corpus and reserves;</p>

	<p>(d) partnership firm means the sum of the partners' capital account and undistributed profits;</p> <p>(e) limited liability partnership means the sum of partners' capital account and undistributed profits as per the 'Statement of Account' prepared as per Limited Liability Partnership Rules, 2009;</p> <p>(f) hindu undivided family means the value of all assets minus liabilities of the hindu undivided family, but does not include the assets and liabilities of the individuals constituting such hindu undivided family; and liabilities of the proprietorship, but does not include the personal assets or liabilities of the sole proprietor.</p>
Operations Date	means, in respect of each Phase II Project Location, the actual date of commencement of commercial operations of the Agri-Storage Facility at such Phase II Project Location, achieved in accordance with the relevant Storage Agreement.
OSCSC	means the Odisha State Civil Supplies Corporation Limited, a company incorporated by GOO under the Companies Act.
OSPEG	means the Odisha State Private Entrepreneur Guarantee Scheme, 2013, as amended from time to time.
PACs	means primary agricultural co-operative societies.
Performance Security	means, for each Phase II Project Location, a bank guarantee to be submitted by the Developer in accordance with the terms of the Storage Agreement.
Person	means any individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, self-help group, farmer co-operative, Dealer, Custom Miller, PACs unincorporated organization or any other entity (whether or not a legal person).
Phase I Bid Process	has the meaning ascribed to it in Clause 1.2.
Phase I Project	means the development, operation and maintenance of Agri-Storage facilities, with an aggregate storage capacity of [●] MT, at the Phase I Project Locations.
Phase I Project Locations	has the meaning ascribed to it in Clause 1.2.

Phase II Bid Process	means the single-stage bidding process being followed by OSCSC to award the Storage Agreement(s) to the Selected Bidder(s) for the Phase II Project Locations, the terms of which are set out in this RFP.
Phase II Project	has the meaning ascribed to it in Clause 1.2.
Phase II Project Locations	means the Project Locations for which Bids are being invited by OSCSC in accordance with this RFP and as described in greater detail in Schedule I. Phase II Project Location shall mean any one of the Phase II Project Locations.
PPP	means public-private partnership.
Pre-Bid Meeting	has the meaning ascribed to it in Clause 9.2.
Preferred Bidder	has the meaning ascribed to it in Clause 2.6.
Project Development Fee	has the meaning ascribed to it Clause 16.1.
Project Locations	means, the 60 locations identified by OSCSC for setting up of Agri-Storage Facilities, spread across 20 districts of Odisha. Project Location shall mean any one of the Project Locations.
Qualification Criteria	means the qualification criteria as set out in Clause 5, that a Bidder is required to satisfy to be qualified as an eligible Bidder for each Phase II Project Location that it submits a Bid for.
Qualification Proposal	means the proposal to be submitted by each Bidder to demonstrate that it meets the Qualification Criteria and its eligibility, qualifying it for award of the Storage Agreement for a Phase II Project Location.
RFP	means this request for proposals dated [●] 2016 along with its Schedules, Annexures and includes an Addenda, if issued.
Rupee or Rs.	means Indian Rupees, the lawful currency of India.
Second Preferred Bidder	in respect of each Phase II Project Location, means the eligible Bidder who quotes the second lowest Storage Rental.
Section	means a section of this RFP.
Selected Bidder	means, in respect of each Phase II Project Location, the eligible Bidder selected by OSCSC for award of the Storage Agreement for that Phase II Project Location, following the completion of the Phase II Bid Process.

Special Purpose Vehicle	means a company incorporated under the Companies Act by a Selected Bidder to execute the Storage Agreement and to carry out the obligations of the Developer under the Storage Agreement.
Storage Agreement	means the storage agreement to be executed between OSCSC and the Selected Bidder for each Phase II Project Location. A draft of the Storage Agreement is set out in the Bid Documents.
Storage Rental	means, in relation to each Phase II Project Location, the charges to be paid by OSCSC to the Developer for making available the Agri-Storage Facility to OSCSC for storage and preservation of rice grain and/or other essential commodities and performing activities incidental thereto.
Supplementary Bid Security	has the meaning ascribed to it in Clause 15.4.
Target Access Date	means, in respect of each Agri-Storage Facility, the scheduled date by which the Developer is required to grant exclusive, unhindered and uninterrupted access to and possession of the Agri-Storage Facility to OSCSC, to be specified in the Storage Agreement for such Agri-Storage Facility.
Target Operations Date	means, in respect of each Agri-Storage Facility, the scheduled date of commencement of operations of such Agri-Storage Facility, to be specified in the Storage Agreement for such Agri-Storage Facility.
Total Proposed Capacity	in relation to each Bidder, means the sum of the Guaranteed Tonnages for all the Project Locations for which the Bidder has: (a) submitted a Bid pursuant to this RFP; and (b) if applicable, been pre-qualified to bid pursuant to the Phase I Bid Process.
Website	means the web portal of OSCSC available at the url: www.oscsc.in

SECTION I INTRODUCTION

1. BACKGROUND

1.1 The Odisha State Civil Supplies Corporation (OSCSC) is a government agency responsible for the procurement, storage, handling and distribution of rice and other essential commodities in Odisha.

1.2 The existing total storage capacity available in Odisha for storage of rice and other essential commodities is inadequate to support the expansion in GOO's procurement targets. To address the problems of inadequate and unscientific methods of storage resulting in grain losses, the GOO has issued the OSPEG. Through the OSPEG, the GOO aims to harness private sector investment for the development of scientific storage facilities for rice grain and other essential commodities in Odisha. OSCSC is the nodal executing agency under the OSPEG.

OSCSC commenced a competitive bidding process, by issuing a Request for Qualification dated 26 February 2014, to select developers for the development, operation and maintenance of the Agri-Storage Facilities at the Project Locations and provision of warehousing and other ancillary services (**the Phase I Bid Process**). Pursuant to the Phase- I Bid Process, applications for pre-qualification were received and applicants pre-qualified to submit a bid only for 15 Project Locations (**the Phase I Project Locations**).

In view of the acute shortage of scientific storage facilities for rice grain and other essential commodities in Odisha, OSCSC has decided to undertake the Phase II Bid Process to select Developers to develop the Agri-Storage Facilities and make available the Agri-Storage Facilities to OSCSC for the storage and preservation of rice grain and/or other essential commodities at the Phase II Project Locations (**the Phase II Project**), which did not receive any applications for pre-qualifications or for which no applicant was pre-qualified to submit a bid pursuant to the Phase I Bid Process. The capacity of the Agri-Storage Facility to be built at each Phase II Project Location is set out at **Schedule 1**.

1.3 The objectives that OSCSC wishes to achieve through the Phase-II Project are to:

- (a) increase scientific storage capacity in Odisha, improve storage practices and consequently reduce storage losses due to pilferage, contamination, etc.;
- (b) to allow increased paddy procurement by the GOO, thus preventing farmers from being forced to sell their surplus paddy at prices below the minimum support price;
- (c) optimize transportation costs and time for distribution of rice and other essential commodities in Odisha;
- (d) to demonstrate large scale private sector participation and mobilization of private sector investment in the agri-business sector in Odisha; and
- (e) encourage local entrepreneurs to invest in Odisha by entering into long-term partnerships with the GOO.

1.4 The main features of the Phase II Project are set out below:

- (a) The Selected Bidder for each Phase II Project Location will be required to procure the land required for developing the Agri-Storage Facility at such Phase II Project Location for which it is awarded the Storage Agreement pursuant to the Phase II Bid Process, at its own cost and risk. The land procured for the Agri-Storage Facility at a Phase II Project Location must meet the specifications set out at **Schedule 2**. If the Selected Bidder for a Phase II Project Location does not have ownership or leasehold rights to the land meeting the specifications set out at **Schedule 2** at the time of submission of the Bid, then the Selected Bidder shall acquire land meeting the specifications set out at **Schedule 2** within 90 days from the date that the LOA for that Phase II Project Location is issued to the Selected Bidder and prior to signing of the Storage Agreement for that Phase II Project Location.

If the land procured or proposed to be procured by the Selected Bidder for a Phase II Project Location is not accessible by road or is accessible by a road, which does not meet the specifications set out at **Schedule 2**, then the Selected Bidder shall ensure that a new access road to such Phase II Project Location is constructed or the existing access road is expanded, such that the Phase II Project Location becomes accessible by a road that meets the specifications set out at **Schedule 2**, prior to the Completion Date. Provided, further that, in case the land procured or proposed to be procured by the Selected Bidder for a Phase II Project Location is not accessible by road, which meets the specifications set out at **Schedule 2**, then the Selected Bidder shall acquire all necessary permits, approvals, no-objection certificates from relevant local authorities, rights of way and, if applicable, ownership or leasehold rights to land required for construction or expansion of the access road, within 90 days from the date that the LOA for that Phase II Project Location is issued to the Selected Bidder and prior to signing of the Storage Agreement for that Phase II Project Location.

- (b) The Developer for each Phase II Project Location will be required to design, construct and make available to OSCSC, the Agri-Storage Facility at such Phase II Project Location, at its own cost and risk. OSCSC will not be required to bear any design and construction risk for the Project.
- (c) For each Phase II Project Location, the Developer shall achieve Completion Date of the Agri-Storage Facility within 6 (six) months from the date of signing of the Storage Agreement. Such Agri-Storage Facility will have a minimum storage capacity that is equal to the Guaranteed Tonnage.
- (d) The Storage Agreement shall become effective on the date of execution of the Storage Agreement. The Term of the Storage Agreement will continue until the expiry of 10 years from the Operations Date, subject to any adjustments in the term, in accordance with the Storage Agreement.
- (e) The Developer shall own the Agri-Storage Facility at the Phase II Project Location for which it is awarded the Storage Agreement at all times during the term of the Storage Agreement. Upon expiry or termination of the Storage Agreement, the

Developer will have no obligation to transfer ownership of the Agri-Storage Facility to OSCSC.

- (f) The Developer for each Phase II Project Location will be required to make the Agri-Storage Facility for such Phase II Project Location available exclusively for OSCSC at all times from the Target Access Date until the expiry or termination of the Storage Agreement for such Phase II Project Location.
- (g) The Developer for each Phase II Project Location will earn, on and from the Operations Date, the Storage Rental quoted by the Developer in its Financial Proposal for making the Agri-Storage Facility available to OSCSC.

On 1 April of every year following the Operations Date, the Storage Rental will be escalated by 7.5%.

For each Phase II Project Location, in addition to the Storage Rental, the Developer will also be entitled to receive Capital Subsidy of Rs. 2,250 per MT for the development of the Agri-Storage Facility at the Phase II Project Locations.

- (h) For each Phase II Project Location, the Developer will be required to make the Agri-Storage Facility available to OSCSC for storage and preservation of rice grain and/or other essential commodities, as set out in the Storage Agreement for such Phase II Project Location.
- (i) For each Phase II Project Location, OSCSC will pay the Developer the Storage Rental on a monthly basis in accordance with the Storage Agreement.

1.5 Each Bidder may submit a Bid(s) for any one or more of the Phase II Project Locations. Details of the Phase II Project Locations and the storage capacity required at each Phase II Project Location are set out at **Schedule 1**.

1.6 For each Phase II Project Location, the Selected Bidder will be required to execute the Storage Agreement with OSCSC in the format provided by OSCSC in accordance with Clause 33. The Selected Bidder has the right, but not the obligation, to incorporate a Special Purpose Vehicle to develop the Agri-Storage Facility at a Phase II Project Location. If the Selected Bidder exercises such right, then such Special Purpose Vehicle will be required to execute the Storage Agreement with OSCSC and the Selected Bidder shall hold not less than 51% (fifty one percent) of the total Capital and voting rights of the Special Purpose Vehicle from the date of signing of the Storage Agreement until the Completion Date.

1.7 The Capital Subsidy for each Phase II Project Location shall be transferred by the GOO (acting through the Planning and Coordination Department) to OSCSC within 3 months of signing of the Storage Agreement for such Phase II Project Location. OSCSC shall release the Capital Subsidy for a Phase II Project Location to the Developer in two instalments. The first instalment of 90% of the Capital Subsidy will be disbursed within 30 days from the Completion Date of the Agri-Storage Facility at such Phase II Project Location. The second instalment of 10% of the Capital Subsidy will be disbursed within 30 days from the 2nd anniversary of the Operations Date of the Agri-Storage Facility at such Phase II Project Location.

The GOO will issue a letter of comfort to the Developer to secure the proper and timely performance by OSCSC of its payment obligations under the Storage Agreement. The Developer for a Phase II Project Location may invoke the letter of comfort if OSCSC has failed to pay the Storage Rental within 60 days from the due date of such payment.

- 1.8 The statements and explanations contained in the Bid Documents are intended to provide the Bidders with an understanding of the subject matter of the Bid Documents and the Phase II Project. Such statements and explanations should not be construed or interpreted as limiting in any way or manner:
- (a) the scope of the rights and obligations of the Developer, as set out in the Storage Agreement; or
 - (b) OSCSC's right to alter, amend, change, supplement or clarify the rights and obligations of the Developer or the terms of the Storage Agreement.

Consequently, any omissions, conflicts or contradictions in the Bid Documents are to be noted, interpreted and applied appropriately to give effect to this intent. OSCSC will not entertain any claims on account of such omissions, conflicts or contradictions.

2. BRIEF DESCRIPTION OF PHASE II BID PROCESS

- 2.1 OSCSC has adopted a single-stage Phase II Bid Process for selection of the Selected Bidders for award of the Storage Agreements for the Phase II Project Locations. The Bidders are required to submit a single Bid, which will consist of 2 parts: (i) the Qualification Proposal and (ii) the Financial Proposal.
- 2.2 Each Bidder is permitted to submit a Bid for one or more of the Phase II Project Locations set out at **Schedule 1**. If a Bidder chooses to submit a Bid for more than one Phase II Project Location, then it will be required to submit:
- (a) a single Qualification Proposal for all such Phase II Project Locations in accordance with Clause 22. In such Qualification Proposal, the Bidder should: (a) indicate, in order of preference, the Phase II Project Locations that it wishes to submit a Bid for; (b) demonstrate that it meets the Qualification Criteria to submit a Bid for all the Phase II Project Locations that it wishes to submit a Bid for; and (c) provide all the land related and other documents, set out in Clause 22.1, for each Phase II Project Location that it wishes to submit a Bid for; and
 - (b) a separate Financial Proposal for each such Phase II Project Location.
- 2.3 For each Phase II Project Location, the evaluation of the Bids will be carried out in two sub-stages:
- (a) The first sub-stage will involve qualification of Bidders based on the evaluation of their Qualification Proposals to determine compliance with the Qualification Criteria and the eligibility criteria in accordance with Clauses 4 and 5 on the date that the Bids are submitted. Only those Bidders that are qualified will be eligible for evaluation of their Financial Proposals.

- (b) In the second and final sub-stage, the Financial Proposals of the eligible Bidders for each Phase II Project Location will be evaluated and compared for identifying the Selected Bidder for that Project Location.
- 2.4 As part of its evaluation of the Qualification Proposals for each Phase II Project Location, OSCSC, its agents or consultants may conduct an official site visit of the land identified by the Bidders that have submitted Bids for such Phase II Project Location. Subject to Clause 5.2(f), if in the reasonable opinion of OSCSC, its agents or consultants, the land procured or, as the case may be, identified by a Bidder for development of the Agri-Storage Facility at a Phase II Project Location does not meet the specifications set out at **Schedule 2** or is otherwise not suitable or viable for development of the Agri-Storage Facility, then such Bidder shall not be qualified for evaluation of its Financial Proposal and award of the Storage Agreement for that Phase II Project Location.
- OSCSC shall provide 7 days' prior written notice to a Bidder of its intention to conduct an official site visit of the land identified by the Bidder at a Phase II Project Location and the Bidder may accompany the official of OSCSC or its agents or consultants on such site visit. If the Bidder fails to accompany the official of OSCSC or its agents or consultants during the official site visit, it shall not impact or give the Bidder the right to challenge the findings of OSCSC, its agents or consultants in relation to the suitability of the land identified by the Bidder for developing the Agri-Storage Facility at that Phase II Project Location.
- 2.5 In respect of each Phase II Project Location for which a Bidder submits a Bid, the Bidder is required to submit the Bid Security and if applicable, the Supplementary Bid Security along with its Bid. The Bidders shall provide the Bid Security and the Supplementary Bid Security, if applicable, in the form of a bank guarantee issued by a scheduled bank in India and payable at Bhubaneswar in favour of "**OSCSC Ltd.**". The Bid for a Phase II Project Location shall be summarily rejected if it is not accompanied by the Bid Security and if applicable, the Supplementary Bid Security.
- 2.6 The Bidder is required to quote in its Financial Proposal for each Phase II Project Location, the Storage Rental for the Guaranteed Tonnage for the first Financial Year for that Phase II Project Location, provided that the Storage Rental quoted by the Bidder shall not exceed Rs. 5.20 per quintal per month.

The term **Preferred Bidder** in respect of a Phase II Project Location, shall mean the Bidder who: (a) meets the eligibility criteria and Qualification Criteria in accordance with Clause 4 and Clause 5; and (b) quotes the lowest Storage Rental in respect of such Phase II Project Location.

Generally, the Preferred Bidder for a Phase II Project Location shall be the Selected Bidder for such Phase II Project Location. If the Preferred Bidder withdraws its Bid or is not selected for any reason, then OSCSC may, in its discretion, choose any of the options specified in Clause 8.2.

- 2.7 OSCSC will receive Bids pursuant to the Bid Documents and all Bids are required to be prepared and submitted in accordance with the terms of the Bid Documents on or before the Bid Due Date.

2.8 It will be assumed that Bidders will have accounted for all relevant factors, including technical data, site conditions, climate, weather conditions, availability of power, water and other utilities for construction, access to site and storage of materials and applicable laws and regulations while submitting their Bids. Bidders will be deemed to have full knowledge of the Phase II Project during the term of the Storage Agreement.

2.9 Any queries or requests for additional information concerning the Bid Documents should be submitted in writing or by fax or e-mail to the officers designated below. The envelopes or communications must clearly bear the following subject line– **"Odisha Agri-Storage Facilities Phase II PPP Project: Questions or Request for Additional Information"**.

*Attention: Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli ,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
with a copy to: gmtech.oscsc@gmail.com
Tel: (0674) 2395391/2394956/ 2390310
Fax: (0674) 2395291/2390199*

2.10 OSCSC shall endeavor to adhere to the following schedule for the Phase II Bid Process:

Sl. No.	Event	Date
1.	Issue / Downloading of Bid Documents	July 14, 2016
2.	Last date for receiving queries from Bidders	July 20, 2016 11.00 AM
3.	Pre-Bid Meeting	July 20, 2016 11:30 AM
4.	OSCSC Response to queries / revised Bid documents to be uploaded in OSCSC Website	July 28, 2016
5.	Bid Due Date	August 12, 2016 at 11:00 AM
6.	Opening of Qualification Proposals	August 12, 2016 at 11:30 AM
7.	Opening of Financial Proposals	Upon evaluation of Qualification Proposals (to be notified)
8.	Issuance of LOA(s)	To be notified
9.	Signing of Storage Agreement(s)	Within 90 days from issuance of LOA, subject to fulfilment of all conditions precedent specified in LOA

SECTION II
ELIGIBILITY AND QUALIFICATION CRITERIA

3. FRAUD AND CORRUPT PRACTICES

- 3.1 Bidders and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Phase II Bid Process and to the extent applicable, the Phase I Bid Process. Notwithstanding anything to the contrary contained in this RFP, OSCSC may reject a Bid without being liable in any manner whatsoever to the Bidder, if it determines that a Bidder has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Phase IIBid Process and/or, if applicable, the Phase I Bid Process.
- 3.2 Without prejudice to the rights of OSCSC under Clause 3.1 above, if a Bidder is found by OSCSC to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Phase IIBid Process and/or, the Phase I Bid Process, such Bidder will not be eligible to participate in any tender or request for proposal issued by the GOO or any of its ministries, state operated enterprises or undertakings, either indefinitely or for a period of time specified by the GOO, from the date such Bidder is found by OSCSC to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
- 3.3 For the purposes of this Clause 3, the following terms will have the meanings given to them below:
- (a) **corrupt practice** means:
- (i) offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any Person connected with the Phase II Bid Process and/or the Phase I Bid Process (for avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of the GOO or OSCSC who is or has been associated in any manner, directly or indirectly, with the Phase II Bid Process and/or the Phase I Bid Process or has dealt with matters concerning the Phase II Bid Process and/or the Phase I Bid Process or arising from it, before or after its execution, at any time prior to the expiry of 1 year from the date that such official resigns or retires from or otherwise ceases to be in the service of the GOO or OSCSC, will be deemed to constitute influencing the actions of a Person connected with the Phase II Bid Process and/or the Phase I Bid Process, as the case may be); or
- (ii) appointing or engaging in any manner whatsoever, whether during or after the Phase II Bid Process, the Phase I Bid Process or after the execution of the Storage Agreement, as the case may be, any Person in respect of any matter relating to the Phase II Project, the Phase I Project, the Phase II Bid Process, the Phase I Bid Process or the Storage Agreement, who at any time has been or is a legal, financial or technical advisor of the GOO or OSCSC on any matter concerning the Phase II Project or the Phase I Project.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Bidder or any of its Associates in the past but its assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of this RFP. Nor will this restriction apply where such adviser is engaged after a period of 2 years from the Operations Date of the Agri-Storage Facility;

- (b) **fraudulent practice** means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a Person to obtain a financial or any other benefit or to avoid an obligation;
- (c) **coercive practice** means impairing or harming, or threatening to impair or harm, directly or indirectly, any Person or the property of the Person to influence improperly the actions of a Person;
- (d) **undesirable practice** means: (i) establishing contact with any Person connected or employed or engaged by OSCSC with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Phase II Bid Process or the Phase I Bid Process; or (ii) having a Conflict of Interest (as defined in Clause 4.2 below); and
- (e) **restrictive practice** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating full and fair competition in the Phase II Bid Process or the Phase I Bid Process.

4. ELIGIBILITY AND QUALIFICATION OF BIDDERS

4.1 Nature of Bidding Entity

- (a) Subject to Clause 4.2, any Person meeting the Qualification Criteria individually shall be eligible to bid. It is clarified that a Bidder may be an individual, company, corporation, partnership, joint venture, trust, society, sole proprietor, limited liability partnership, co-operative society, government company, self-help group, farmer co-operative, Dealer, PACS, Custom Miller, unincorporated organization or any other legal entity(including family members or Associates).
- (b) If a Person does not meet the Qualification Criteria or the eligibility criteria individually, then such Person shall not be entitled to form a consortium. If any Person forms a consortium with another Person for any one or more Phase II Project Locations, then the Bid submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.
- (c) Subject to compliance with the eligibility criteria set out in Clauses 4.2 and 4.3 and the Qualification Criteria specified in Clause 5, any Person who has submitted an application for pre-qualification pursuant to the Phase I Bid Process, shall also be eligible to bid for one or more of the Phase II Project Locations, irrespective of whether such Person has or has not been pre-qualified to bid for any Phase I Project Location. Provided that, if any Person has been disqualified from submitting a bid for any Phase I Project Location on any of the grounds specified in Clause 3 or Clause 4.3, then such Person shall not be eligible to bid for any Phase II Project Location.

4.2 Conflict of Interest

A Bidder shall not have a conflict of interest (**Conflict of Interest**) that affects the Phase II Bid Process. Any Bidder found to have a Conflict of Interest will be disqualified.

In relation to a Phase II Project Location, a Bidder may be considered to have a Conflict of Interest if the Bidder:

- (a) Controls, is Controlled by or is under common Control with any of the other Bidders for that Phase II Project Location; or
- (b) receives or has received any direct or indirect subsidy, grant, loan, subordinated debt or other funded or non-funded financial assistance from any of the other Bidders for that Phase II Project Location; or
- (c) is also a member/ shareholder/ trustee/ manager/ employee/ family member of any other Bidder for that Phase II Project Location; or
- (d) has hired or appointed the same legal, financial or technical advisor as those hired by any of the other Bidders for that Phase II Project Location; or
- (e) has a relationship with any of the other Bidders for that Phase II Project Location, directly or through common third parties, that puts them in a position to have access to information that may have an influence on the Bid of one or more of such Bidders, or influence the decisions of OSCSC regarding the Phase II Bid Process; or
- (f) submits more than one Bid for that Phase II Project Location either individually or through an Associate. This will result in the disqualification of all such Bids submitted by the Bidder and/or its Associates; or
- (g) has participated directly or through an Associate as a consultant or advisor in the preparation of the design of or technical specifications for the Phase II Project or the Phase I Project.

4.3 Other Eligibility Criteria

- (a) A Bidder that has been determined to be ineligible by the World Bank in relation to the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants will not be eligible to submit a Bid.
- (b) If any Person has or its Associates have been barred by any government or government instrumentality in India or in any other jurisdiction to which such entity or its Associates belong or in which they conduct their business, from participating in any PPP project and the bar subsists on the Bid Due Date, such Person will not be eligible to submit a Bid.
- (c) If any Person or its Associates has, in the 3 years immediately preceding the Bid Due Date:

- (i) failed to perform any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or arbitration award or a judicial pronouncement against such Person or its Associates; or
- (ii) been expelled from any project or contract by any government or government instrumentality; or
- (iii) had any contract terminated by any government or government instrumentality for breach by such Bidder or its Associates, as the case may be,

then such Person will not be eligible to submit a Bid.

5. QUALIFICATION CRITERIA

5.1 Financial Capacity

For demonstrating its financial capacity (**Financial Capacity**), the Bidder shall be required to meet each of the criteria specified below:

- (a) In the Financial Year ending 31 March 2016 or, if the audited annual accounts for the Financial Year ending 31 March 2016 are not available, then in the Financial Year ending 31 March 2015, the Bidder shall at a minimum have a Net Worth that shall be an amount calculated as follows:

Rs. 1,500/MT x Total Proposed Capacity.

The calculation of Net Worth must be based on the audited annual accounts of the Bidder for the Financial Year ending 31 March 2016 or, if the audited annual accounts for the Financial Year ending 31 March 2016 are not available, then the audited annual accounts of the Bidder for the Financial Year ending 31 March 2015.

- (b) The Bidder is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3 years immediately preceding the Bid Due Date:
 - (i) the Bidder being subject to proceedings for declaration of or being declared bankrupt, being wound up, or having its affairs administered or conducted by any court, administrator, receiver;
 - (ii) the Bidder having been declared by a court or other competent authority as being unable to pay its debts, or having made any composition or arrangements with creditors or having had the repayment of its debts suspended; or
 - (iii) the Bidder being convicted or otherwise being found responsible (or having any of its directors, partners, trustees, officers or managers convicted or being found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:

- (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
- (B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

5.2 Land Requirements

In respect of each Phase II Project Location for which the Bidder submits a Bid:

- (a) The land proposed by the Bidder for developing the Agri-Storage Facility at such Phase II Project Location shall meet the land requirements set out in **Schedule 2**. The Bidder shall submit, as a part of its Qualification Proposal, the details of the land procured or proposed to be procured by the Bidder if it emerges as the Selected Bidder for that Phase II Project Location, as specified in Clause 22.1(g) and Clause 22.1 (h).
- (b) The Bidder is required to either own the land for the Agri-Storage Facility or have leasehold rights under a registered lease deed, provided that in case of the leased land the term of the registered lease shall be for a period not less than 13 years from the Bid Due Date.
- (c) The ownership or leasehold rights to the proposed land for the Agri-Storage Facility at that Phase II Project Location shall be held by the Bidder in its own name and not in the name of its directors, promoters, partners, trustees, employees, office-bearers, etc.
- (d) The Bidder shall submit documentary evidence of the Bidder's ownership or leasehold rights to and possession of the proposed land at that Phase II Project Location and in relation to access to such Phase II Project Location, free from all encumbrances and encroachments, as specified in Clause 22.1(g) and Clause 22.1(h).
- (e) If the Bidder does not hold ownership or leasehold rights to the proposed land at that Phase II Project Location on the Bid Due Date, the Bidder shall furnish an agreement to sell or, as the case may be, an agreement to lease executed with the owner of the land in accordance with Clause 22.1(g)(iv). Additionally, the Bidder will be required to furnish a Supplementary Bid Security in accordance with Clause 15.4. If the Bidder is declared the Selected Bidder for that Phase II Project Location, the Bidder shall be required to acquire ownership or leasehold rights to the proposed land at that Phase II Project Location in the name of the Selected Bidder, free from all encumbrances and encroachments, within 90 days from the date that the LOA for that Phase II Project Location is issued to the Selected Bidder and prior to signing of the Storage Agreement for that Phase II Project Location.
- (f) If the land procured or identified by a Bidder for developing the Agri-Storage Facility is not accessible by a road, which meets the specifications set out at **Schedule 2**, then the Bidder may nonetheless be deemed to satisfy the Qualification Criteria, provided

that:

- (i) the Bidder has submitted a Supplementary Bid Security in accordance with Clause 15.4;
- (ii) the land procured or identified by the Bidder meets all the other land requirements specified in **Schedule 2**;
- (iii) the Bidder meets the other Qualification Criteria specified in this Clause 5;
- (iv) the Bidder submits the documents and agreements specified in Clause 22.1(g)(v) in relation to the access road for the Agri-Storage Facility; and
- (v) if the Bidder is declared the Selected Bidder for that Phase II Project Location, it/he shall:
 - (A) acquire all necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if applicable, ownership or leasehold rights to land required for construction or expansion of the access road, within 90 days from the date that the LOA for that Phase II Project Location is issued to the Selected Bidder and prior to signing of the Storage Agreement for that Phase II Project Location;
 - (B) ensure that a new access road to that Phase II Project Location is constructed or the existing access road is expanded, such that the Phase II Project Location becomes accessible by a road that meets the specifications set out at **Schedule 2**, prior to the Completion Date.

**SECTION III
INSTRUCTIONS TO BIDDERS**

PART A. GENERAL

6. BID DOCUMENTS

- 6.1 OSCSC is issuing the Bid Documents for the implementation of the Phase II Project on a PPP basis in accordance with the terms of the Bid Documents.
- 6.2 The Bid Documents must be read as a whole. If any Bidder finds any ambiguity or lack of clarity in the Bid Documents, the Bidder must inform OSCSC at the earliest. OSCSC will then direct the Bidders regarding the interpretation of the Bid Documents. If any discrepancy, ambiguity or contradiction arises between the terms of the RFP and the draft Storage Agreement in relation to:
- (a) the Phase II Bid Process, the provisions of the RFP shall prevail; and
 - (b) the terms or conditions of the Storage Agreement, including technical specifications, the provisions of the draft Storage Agreement shall prevail.
- 6.3 The Bidders may download the Bid Documents free of cost from the Website. OSCSC is not responsible for the completeness of the Bid Documents, if they are not downloaded directly from the Website.
- 6.4 This RFP is not transferable.

7. ACKNOWLEDGEMENT BY BIDDER

- 7.1 It shall be deemed that by submitting a Bid(s), the Bidder has:
- (a) made a complete and careful examination of the Bid Documents (including all instructions, forms, terms and specifications) and any other information provided by OSCSC in the Bid Documents or pursuant to this RFP and that the Bidder acknowledged that its submission of a Bid(s) that is/are not substantially responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid(s);
 - (b) received all relevant information requested from OSCSC;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the Bid Documents or furnished by or on behalf of OSCSC;
 - (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Bid(s) and development of the Agri-Storage Facility(ies) in accordance with the Bid Documents and performance of its obligations there under;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bid Documents or ignorance of any matter in relation to the Phase II Project shall not be a basis for any claim for compensation, damages,

extension of time for performance of its obligations or loss of profits or revenue from OSCSC, or a ground for termination of the Storage Agreement(s); and

- (f) agreed to be bound by the documents provided by it under and in terms of this RFP and the Storage Agreement(s).

8. RIGHTS OF OSCSC

8.1 OSCSC, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:

- (a) suspend the Phase II Bid Process and/or amend and/or supplement the Phase II Bid Process or modify the dates or other terms and conditions relating thereto in respect of a Phase II Project Location prior to issuance of the LOA to the Selected Bidder for that Phase II Project Location;
- (b) consult with any Bidder in order to receive clarification or further information,;
- (c) retain any information, documents and/or evidence submitted to OSCSC by and/or on behalf of any Bidder;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Bidder;
- (e) reject a Bid, if:
 - (i) at any time, a material misrepresentation or incorrect or false information is made or uncovered; or
 - (ii) the Bidder in question does not provide, within the time specified by OSCSC, the supplemental information sought by OSCSC for evaluation of the Bid;
- (f) accept or reject a Bid, annul the Phase II Bid Process and reject all Bids for a Phase II Project Location, prior to issuance of the LOA to the Selected Bidder for that Phase II Project Location, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including Bidders. If OSCSC annuls the Phase II Bid Process and rejects all Bids, it may, in its sole discretion, invite fresh Bids from all the qualified Bidders.

8.2 If OSCSC exercises its right under the Bid Documents to reject a Bid and consequently, the Preferred Bidder for a Phase II Project Location gets disqualified or rejected, then OSCSC reserves the right to:

- (a) select the Second Preferred Bidder as the Selected Bidder for such Phase II Project Location; or
- (b) take any such measure as may be deemed fit in the sole discretion of OSCSC, including inviting fresh Bids from qualified Bidders or annulling the Phase II Bid Process.

8.3 If it is discovered during the Phase II Bid Process, at any time before signing the Storage Agreement for a Phase II Project Location or after its execution and while it is in force that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by a Bidder or a Bidder has made misrepresentation or has given any incorrect or false information, then:

- (a) the Bidder shall be disqualified forthwith, if not declared as the Selected Bidder by the issuance of the LOA; or
- (b) the LOA shall be liable to be cancelled if the Bidder has been declared the Selected Bidder and if the Storage Agreement has been executed with the Selected Bidder, then the Storage Agreement shall be liable to be terminated forthwith. OSCSC shall not be liable in any manner whatsoever to the Bidder for such cancellation or termination.

Upon such cancellation or termination, OSCSC will have the right to forfeit and appropriate the Bid Security, or the Performance Security, as the case may be, as a mutually agreed genuine pre-estimate of the loss suffered by OSCSC for, amongst others, OSCSC's time, cost and efforts in conducting the Phase II Bid Process. In case of disqualification of the Bidder or cancellation of the LOA issued to the Selected Bidder, due to the Bidder's or, as the case may be, Selected Bidder's failure to meet the Qualification Criteria specified in Clause 5.2, in relation to the land required for developing the Agri-Storage Facility at that Phase II Project Location and/or land required for providing access road meeting the specifications set out at **Schedule 2**, then, in addition to the Bid Security, OSCSC will also have the right to forfeit and appropriate the Supplementary Bid Security, if any, provided by the Bidder or Selected Bidder, as the case may be. Such forfeiture will be without prejudice to any other right or remedy that OSCSC may have under the Bid Documents or applicable law.

9. CLARIFICATIONS ON BID DOCUMENTS AND PRE-BID MEETING

9.1 Clarifications and Queries

- (a) If a Bidder requires any clarification on or has any query in relation to the Bid Documents, it should submit such query or request for clarification to OSCSC in writing by e-mail to oscsc.pppstorage@gmail.com or raise its queries during the Pre-Bid Meeting referred to in Clause 9.2 below. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: **"ODISHA AGRI- STORAGE FACILITIES PHASE II PPP PROJECT: Request for Clarifications"**. All queries or clarification requests should be received on or before the date mentioned in the Bid Schedule.
- (b) OSCSC shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Bid Schedule. However, OSCSC reserves the right not to respond to any query or provide any clarification, in its sole discretion and nothing in this Clause 9 shall be taken to be or read as compelling or requiring OSCSC to respond to any query or to provide any clarification. OSCSC's responses (including an explanation of the query but not identification of its source) will be made available to all the Bidders and shall be uploaded on the Website.

- (c) OSCSC may of its own initiative, if deemed necessary, issue clarifications to all the Bidders.
- (d) It shall be the responsibility of the Bidders to check the Website for responses to the queries or requests for clarifications. OSCSC may, but shall not be obliged to communicate with the Bidders by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- (e) Verbal clarifications and information given by OSCSC or any other Person for or on its behalf shall not in any way or manner be binding on OSCSC.

9.2 Pre-Bid Meeting

- (a) All Bidders are invited to attend the Pre-Bid Meeting on the date mentioned in the Bid Schedule at the time and place to be notified by OSCSC. The purpose of the Pre-Bid Meeting will be to clarify issues and answer questions on any matter relating to the Bid Documents, the Phase IIBid Process and the Phase IIProject.
- (b) All Bidders may nominate up to 2 authorized representatives to participate in the Pre-Bid Meeting, by confirming their participation at least 3 days prior to the Pre-Bid Meeting. Such confirmation shall be sent by e-mail to oscsc.pppstorage@gmail.com.
- (c) All Bidders are requested to submit any queries in writing to reach OSCSC on or before the last date for receiving queries from Bidders, as specified in the Bid Schedule.
- (d) Notwithstanding Clause 9.2(c) above, during the course of the Pre-Bid Meeting all Bidders will be free to seek clarifications and make suggestions to OSCSC.
- (e) Minutes of the Pre-Bid Meeting, including the text of the questions raised (without identifying the source) and the responses given, together with any responses prepared after the Pre-Bid Meeting, will be made available on the Website.
- (f) Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of anyBidder from participating in the Phase IIBid Process.

10. AMENDMENT OF BID DOCUMENTS

10.1 Issuance of Addenda

- (a) Up until the date that is mentioned in the Bid Schedule, OSCSC may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by a Bidder in writing or at the Pre-Bid Meeting, amend the Bid Documents by issuing an Addendum.
- (b) All Addenda will be issued on the Website.
- (c) The Bidders are required to read the Bid Documents with any Addenda that may be issued in accordance with this Clause 10.

- (d) Each Addendum shall be binding on the Bidders, whether or not the Bidders convey their acceptance of the Addendum.
- (e) Any oral statements made by OSCSC or its advisors regarding the Phase IIBid Process, the Bid Documents or on any other matter, including oral clarifications or information provided by or on behalf of OSCSC at the Pre-Bid Meeting or the minutes of the Pre-Bid Meeting shall not be considered as amending the Bid Documents.

10.2 Issuance of Revised Bid Documents

- (a) OSCSC shall use reasonable endeavours to issue the revised Bid Documents reflecting all the amendments and changes agreed to by OSCSC on or before the date that is mentioned in the Bid Schedule. The revised Bid Documents issued by OSCSC shall be definitive and binding.
- (b) OSCSC will assume that the information contained in or provisions of the revised Bid Documents will have been taken into account by the Bidder in its Bid. OSCSC assumes no responsibility for the failure of a Bidder to submit the Bid in accordance with the terms of the revised Bid Documents or for any consequent losses suffered by the Bidder.

11. AVAILABILITY OF INFORMATION

- 11.1 The information relating to or in connection with the Phase IIProject, the Phase IIBid Process and the Bid Documents, including: all notices issued by OSCSC to all Bidders in accordance with this RFP; queries and responses or clarifications; and the Addenda shall be uploaded on the Website.
- 11.2 All such information shall be made available for examination and review by the Bidders until the Bid Due Date.
- 11.3 If, at any time prior to the Bid Due Date, a Bidder faces any technical issue or technical error in accessing the Website, the Bidder may seek assistance from OSCSC by sending a e-mail request to General Manager(Tech.)(email: gmtech.oscsc@gmail.com).
- 11.4 OSCSC will use its best endeavours to respond to a written e-mail request and resolve the technical issue or error or provide an alternative solution to the Bidder within 7 days of receipt of such request.

12. CORRESPONDENCE WITH BIDDERS

Save as expressly provided in these Bid Documents, OSCSC will not entertain any correspondence with the Bidders, whether in connection with the acceptance or rejection of their Bids or otherwise.

13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

13.1 Proprietary Data

All documents and other information provided by OSCSC or submitted by a Bidder to OSCSC will remain or become the property of OSCSC, as the case may be. Bidders are required to treat all information provided by OSCSC in the RFP and other Bid Documents as strictly confidential and not to use them for any purpose other than for preparation and submission of their Bids.

13.2 Confidentiality Obligations of OSCSC

OSCSC will treat all information, submitted as part of a Bid in confidence and will require all those who have access to such material to treat it in confidence. OSCSC may not divulge any such information or any information relating to the evaluation of the Bids or the Phase IIBid Process, unless:

- (a) such publication is contemplated under these Bid Documents; or
- (b) such publication or disclosure is made to any Person who is officially concerned with the Phase IIBid Process or is a retained professional advisor advising OSCSC or the Bidder on matters arising out of or concerning the Phase IIBid Process; or
- (c) it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
- (d) such publication is to enforce or assert any right or privilege of the statutory authority and/or OSCSC or as may be required by law (including under the Right to Information Act, 2005); or
- (e) in connection with any legal process.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing Law

The Phase IIBid Process, the Bid Documents and the Bids shall be governed by, and construed in accordance with, the laws of India.

14.2 Exclusive Jurisdiction

The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Phase IIBid Process and the RFP.

PART B. BID SECURITY, SUPPLEMENTARY BID SECURITY AND PROJECT DEVELOPMENT FEE

15. BID SECURITY AND SUPPLEMENTARY BID SECURITY

- 15.1 The Bidder shall furnish as part of its Bid a bid security for each Phase II Project Location for which the Bidder submits a Bid (the **Bid Security**). The Bid Security for each Phase II Project Location for which the Bidder submits a Bid shall be for an amount equivalent to Rs. 50 per MT of the Guaranteed Tonnage.
- 15.2 The Bid Security shall remain valid and be retained by OSCSC for the Bid validity period as specified in Clause 21.
- 15.3 The Bidder shall provide the Bid Security in the form of a bank guarantee issued by a scheduled bank in India. The Bid Security shall be issued in favour of "**OSCSC Ltd.**", confirmed for payment at Bhubaneswar and in the format set out in **Annexure B**.
- 15.4 If the Bidder does not hold ownership or leasehold rights to the proposed land for any Phase II Project Location for which it submits a Bid or if the land procured or proposed to be procured by the Selected Bidder for a Phase II Project Location is not accessible by road or is accessible by a road, which does not meet the specifications set out at **Schedule 2**, then, in addition to the Bid Security for that Phase II Project Location, the Bidder shall submit an additional bank guarantee for an amount equivalent to Rs. 100 per MT of the Guaranteed Tonnage (the **Supplementary Bid Security**).

The Bidder shall provide the Supplementary Bid Security in the form of a bank guarantee issued by a scheduled bank in India. The Supplementary Bid Security shall be issued in favour of "**OSCSC Ltd.**", confirmed for payment at Bhubaneswar and in the format set out in **Annexure C**.

- 15.5 If any Bid is not accompanied by a Bid Security for each Phase II Project Location for which the Bidder submits a Bid, then such Bid shall be rejected by OSCSC as non-responsive. Similarly, if any Bid is not accompanied by a Supplementary Bid Security for each Phase II Project Location for which (a) the Bidder submits a Bid but does not hold ownership or leasehold rights to land identified at such Phase II Project Location; or (b) the land procured or proposed to be procured by the Selected Bidder at such Phase II Project Location is not accessible by road or is accessible by a road, which does not meet the specifications set out at **Schedule 2**, then the Bid shall be rejected by OSCSC as being non-responsive. Unless forfeited in accordance with Clause 15.6 below, the Bid Security and the Supplementary Bid Security, if applicable, of the unsuccessful Bidders will be returned by OSCSC no later than 180 days from the Bid Due Date.

If the Bidder is declared as the Selected Bidder for any Phase II Project Location, then the validity of the Bid Security of such Selected Bidder for that Phase II Project Location shall be extended until the date on which the Selected Bidder has satisfied all the conditions precedent to signing of the Storage Agreement for that Phase II Project Location required to be satisfied by the Selected Bidder. The Bid Security of the Selected Bidder for a Phase II Project Location will be returned upon the Selected Bidder satisfying all the conditions precedent to signing of the Storage Agreement required to be satisfied by it.

If applicable, the validity of the Supplementary Bid Security of the Selected Bidder for a Phase II Project Location shall be extended until the date on which the Selected Bidder has acquired ownership or leasehold rights to and unencumbered possession of the land at such Phase II Project Location and, if applicable, the necessary permits, approvals, no-objection

certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured by the Selected Bidder at such Phase II Project Location, in accordance with the Bid Documents. The Supplementary Bid Security of the Selected Bidder for a Phase II Project Location will be returned upon the Selected Bidder acquiring ownership or leasehold rights to and unencumbered possession of land at thatPhase II Project Location, which meets the specifications set out at **Schedule 2**, and providing documentary evidence of its ownership or leasehold rights to such land to OSCSCand, if applicable, the necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured by the Selected Bidder at such Phase II Project Location.

- 15.6 The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that OSCSC will suffer loss and damage on account of withdrawal of its Bid or for any default by the Bidder during the Bid validity period as set out in the Bid Schedule.

The Bid Security shall be forfeited and appropriated by OSCSC as mutually agreed genuine pre-estimated compensation and damages payable to OSCSC for, *inter alia*, time, cost and effort of OSCSC without prejudice to any other right or remedy that may be available to OSCSC hereunder or otherwise, under the following conditions:

- (a) if a Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3 of this RFP;
- (b) if a Bidder is disqualified in accordance with Clauses 4.1, 4.2, 8.3 or 17.2 of this RFP;
- (c) if, after the Bid Due Date, a Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
- (d) if a Bidder is selected as the Selected Bidder for a Phase II Project Location and it fails within the specified time limit to:
 - (i) sign and return, as acknowledgement, the duplicate copy of the LOA for such Phase II Project Location;
 - (ii) pay the Project Development Fee in accordance with Clause 16 prior to execution of Storage Agreement for each Phase II Project Location;
 - (iii) if applicable, procure ownership or leasehold rights to land at suchPhase II Project Location for setting up of the Agri-Storage Facility and provide documentary evidence thereof;
 - (iv) if applicable, obtain necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured for the Agri-Storage Facility at suchPhase II Project Location;
 - (v) fulfill any other condition precedent to signing of the Storage Agreement; or

- (vi) execute the Storage Agreement for such Phase II Project Location.

It is clarified that if a Bidder chooses to submit a Bid for more than one Phase II Project Location, then on the occurrence of any of the events set out in:

- (a) Clauses 15.6(a), 15.6(b) or 15.6(c) above, each Bid Security submitted by the Bidder for each of the Phase II Project Locations that it submits a Bid for shall be forfeited;
- (b) Clause 15.6(d) above, the Bid Security submitted by the Bidder for the Phase II Project Location in respect of which the default occurs shall be forfeited.

15.7 For each Phase II Project Location, the Supplementary Bid Security, if any submitted by a Bidder, shall be forfeited and appropriated by OSCSC as mutually agreed genuine pre-estimated compensation and damages payable to OSCSC for, *inter alia*, time, cost and effort of OSCSC without prejudice to any other right or remedy that may be available to OSCSC hereunder or otherwise, under the following conditions:

- (a) If such Bidder is disqualified in accordance with Clause 8.3; or
- (b) If such Bidder is declared as the Selected Bidder for that Phase II Project Location and it fails within the specified time limit to:
 - (i) procure ownership or leasehold rights to the land identified at that Phase II Project Location for setting up of the Agri-Storage Facility and provide documentary evidence thereof; or
 - (ii) if applicable, obtain necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured by the Selected Bidder at that Phase II Project Location.

16. PROJECT DEVELOPMENT FEE

16.1 For each Phase II Project Location, the Selected Bidder shall pay the International Finance Corporation a fee (the **Project Development Fee**) that is equal to INR 80/MT of the Guaranteed Tonnage, on or before the date set out in the LOA and in any event, prior to the execution of the Storage Agreement.

16.2 The payment of the Project Development Fee to the IFC shall be made in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings (all of which shall be borne by the Selected Bidder) by way of a demand draft payable at par in the name of 'International Finance Corporation' or into the bank account having the following details:

Account Name: International Finance Corporation
Bank Name: Bank of America, N.A.
Address – 748, Anna Salai, Chennai – 600001, (India)
Account Number – 18163021

For Credit: IBRD
IFSC Code: BOFA0CN6215

or at such other bank in such place as the IFC may designate. It is clarified that the payment of the Project Development Fee will be exempted from any taxes, duties, charges or other withholdings under the International Finance Corporation (Status, Immunities and Privileges) Act, 1958.

PART C. PREPARATION AND SUBMISSION OF BIDS

17. NUMBER OF BIDS

- 17.1 Each Bidder is permitted to submit a Bid for setting up Agri-Storage Facilities at any one or more of the Phase II Project Locations specified in **Schedule 1**. The Bidder must clearly identify the Phase II Project Locations for which it is submitting a Bid in its Qualification Proposal and Financial Proposal.
- 17.2 No Bidder shall submit more than one Bid for any one of the Phase II Project Locations, either individually or with others. A Bidder who submits or participates in more than one Bid for a Phase II Project Location shall cause all the Bids with the Bidder's participation to be disqualified.

18. COST OF BIDDING

The Bidders shall be responsible for all of the costs associated with the preparation of their Bid and their participation in the Phase II Bid Process. OSCSC and its employees and advisors will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Phase II Bid Process.

19. LANGUAGE OF BID AND CORRESPONDENCE

- 19.1 The Bid prepared by the Bidder and all correspondence and documents related to the Bid exchanged by the Bidder and OSCSC shall be in English.
- 19.2 Any printed literature furnished by the Bidder may be written in another language, as long as such literature is accompanied by a translation of its pertinent passages in English in which case, for purposes of interpretation of the Bid, the English translation shall govern. The translated literature shall be self-certified. Supporting materials which are not translated into English may not be considered by OSCSC.

20. BID DUE DATE

- 20.1 The Bid shall be submitted on or before the date and time specified in the Bid Schedule and at the place to be notified by OSCSC. If any Bid is received after the specified time on the Bid Due Date, it shall be rejected and shall be returned unopened to the Bidder.
- 20.2 OSCSC may, at its discretion and for any reason, including to afford Bidders a reasonable time for taking an Addendum into account in preparing the Bid, or to compensate for time taken by OSCSC in addressing any technical issues or errors in accessing the Website, extend

the Bid Due Date for all Bidders by issuing an Addendum in accordance with Clause 10.1, in which case all rights and obligations of OSCSC and the Bidders will thereafter be subject to the Bid Due Date as extended.

21. VALIDITY OF BIDS

- 21.1 Each Bid shall be valid for a period not less than 120 days from the Bid Due Date. A Bid valid for a shorter period shall be rejected as being non-responsive.
- 21.2 In exceptional circumstances, prior to the expiration of the Bid validity period, OSCSC may request Bidders to extend the Bid validity period. The request and the responses will be made in writing. Bidders who agree to extend the Bid validity period shall also extend the validity of the Bid Security and the Supplementary Bid Security, if applicable, for an equivalent period. A Bidder may refuse to extend the Bid validity period without forfeiture of its Bid Security or its Supplementary Bid Security, if applicable. An extension of the Bid validity period will not entitle a Bidder to modify its Bid.

22. QUALIFICATION PROPOSALS

- 22.1 The Qualification Proposal submitted by a Bidder shall comprise the following:
- (a) Letter of bid in the form set out in **Annexure A**;
 - (b) an authority letter in the form set out in **Annexure D**. If the Bidder is a sole proprietor or an individual then it shall not be required to provide the authority letter;
 - (c) Bid Security in the form set out in **Annexure B** and in accordance with Clause 15
 - (d) the statement of Financial Capacity of the Bidder in the form set out in **Annexure E**;
 - (e) a certificate issued by the statutory auditor/a practicing chartered accountant of the Bidder, in the form set out in **Annexure F**, certifying the Net Worth and solvency of the Bidder;
 - (f) duly certified copy of the certificate of incorporation and the memorandum and the articles of association of the Bidder, if they are bodies corporate, or the duly certified copy of the relevant charter documents/bye-laws, partnership deed, trust deed, memorandum of association or any other document giving the Bidder the status of a legal entity in case the Bidder is not a body corporate, individual or sole proprietor;
 - (g) in relation to the Phase II Project Location for which the Bidder is submitting a Bid, the Bidder shall submit as part of the Qualification Proposal the following documents:
 - (i) if the Bidder is the owner of the land identified by the Bidder at the Phase II Project Location for developing the Agri-Storage Facility:
 - (A) details of the identified land including site layout map, size of the land parcel, location, connectivity and proximity of the land parcel to the administrative building in the block headquarter/*gram panchayat*;

- (B) encumbrance certificate for the identified land for 13 years;
 - (C) record of rights of the identified land; and
 - (D) registered sale deed and any other documentary evidence of the Bidder's ownership rights to and possession of the identified land free from all encumbrances and encroachments.
- (ii) if the Bidder is the joint owner of the land identified by the Bidder at the Phase II Project Location for developing the Agri-Storage Facility, then in addition to the documents and information set out at Clause 22.1(g)(i) above, the Bidder shall also submit an undertaking from all co-owners of the land substantially in the format set out at **Annexure I**. Such undertaking must at a minimum state that the co-owners:
- (A) have no objection to the construction of the Agri-Storage Facility on the identified land;
 - (B) shall not prevent access or allow encroachment on the identified land;
 - (C) shall not exercise any lien or other statutory rights or make claims against the rice grain and/or any other essential commodity stored by OSCSC at the Agri-Storage Facility; and
 - (D) shall be bound by the same obligations and subject to the same restrictions as the Selected Bidder under the Storage Agreement with regard to disposal of the Phase II Project assets.
- (iii) if the Bidder is the lessee of the land identified by the Bidder at the Phase II Project Location for developing the Agri-Storage Facility:
- (A) details of the identified land, including site layout map, size of the land parcel, location, connectivity and proximity of the land parcel to the administrative building in the block headquarter/*gram panchayat*;
 - (B) encumbrance certificate for the identified land for 13 years;
 - (C) record of rights of the identified land;
 - (D) registered lease deed and any other documentary evidence of the Bidder's leasehold rights over and possession of the identified land free from all encumbrances and encroachments; and
 - (E) an undertaking from the owner/lessor of the land substantially in the format set out at **Annexure G**. Such undertaking must at a minimum state that the owner/lessor:
 - (aa) has valid title to the identified land;
 - (bb) has no objection to the construction of the Agri-Storage

Facility on the identified land;

- (cc) shall not suspend or terminate the lease without prior consultation with OSCSC;
 - (dd) shall not prevent access or allow encroachment on the identified land; and
 - (ee) shall not exercise any lien or other statutory rights or make claims against the rice grain and/or any other essential commodity stored by OSCSC at the Agri-Storage Facility.
- (iv) if the Bidder does not hold ownership or leasehold rights to the land identified by the Bidder at the Phase II Project Location for developing the Agri-Storage Facility:
- (A) details of the identified land, including site layout map, size of the land parcel, location, connectivity and proximity of the land parcel to the administrative building in the block headquarter/*gram panchayat*;
 - (B) encumbrance certificate for the identified land for 13 years;
 - (C) record of rights of the identified land; and
 - (D) an agreement to sell, or as the case may be, an agreement to lease executed with the owner of the identified land substantially in the relevant format set out at **Annexure H**.

For any Phase II Project Location, if the Bidder executes an agreement to sell with the owner of the land, such agreement to sell must at a minimum include the following:

- (A) obligation of the owner to sell and of the Bidder to purchase the identified land, free from all encumbrances, if the Bidder is declared the Selected Bidder for that Phase II Project Location;
- (B) sale consideration for the identified land;
- (C) obligation of both parties to execute and register the sale deed if the Bidder is declared the Selected Bidder for that Phase II Project Location;
- (D) obligation of the owner to hand over vacant and peaceful possession of the identified land to the Bidder in a time bound manner if the Bidder is declared the Selected Bidder for that Phase II Project Location; and
- (E) representations and warranties from the owner of the land that: (1) [he/she/it/they] [has/have] a clear and marketable title to the identified land; (2) no third party has any rights or claims to the identified land; (3) there are no threatened or actual disputes or

litigation in relation to the identified land; and (4) all claims and dues due to any government authority in relation to the identified land have been satisfied in full.

For any Phase II Project Location, if the Bidder executes an agreement to lease with the owner of the land, such agreement to lease must at a minimum include the following:

- (A) obligation of the owner to lease the identified land to the Bidder, free from all encumbrances, if the Bidder is declared the Selected Bidder for that Phase II Project Location;
 - (B) lease rental for the identified land;
 - (C) duration of the lease, which in no event shall be less than 13 years;
 - (D) obligation of both parties to execute and register the lease deed if the Bidder is declared the Selected Bidder for that Phase II Project Location;
 - (E) obligation of the owner to hand over vacant and peaceful possession of the identified land to the Bidder in a time bound manner if the Bidder is declared the Selected Bidder for that Phase II Project Location; and
 - (F) representations and warranties from the owner of the land that: (1) [he/she/it/they] [has/have] a clear and marketable title to the identified land; (2) no third party has any rights or claims to the identified land; (3) there are no threatened or actual disputes or litigation in relation to the identified land; (4) all claims and dues due to any government authority in relation to the identified land have been satisfied in full; (5) [he/she/it/they] shall not obstruct the Bidder in carrying out the construction of the Agri-Storage Facility and prevent OSCSC from operating the Agri-Storage Facility at that Phase II Project Location; and (6) [he/she/it/they] shall have no lien over or rights to the rice and/or other essential commodities stored at the Agri-Storage Facility by OSCSC, even if the Bidder fails to pay the lease rentals.
- (h) in relation to the Phase II Project Location for which the Bidder is submitting a Bid, if the land identified by the Bidder at the Phase II Project Location is not accessible by a road, which meets the specifications set out at **Schedule 2**, the Bidder shall submit as part of the Qualification Proposal:
- (i) details of the land required for construction or, as the case may be, expansion of the access road, including, location, proximity of the land to the land parcel identified for developing the Agri-Storage Facility and any approvals, permits, no-objection certificates or letters or rights of way obtained by the Bidder in relation to construction of the access road over such land;

- (ii) if applicable, registered sale deed and any other documentary evidence of the Bidder's ownership rights to and possession of the land required for construction of the access road, in the event that the Bidder has ownership rights to such land;
 - (iii) if applicable, registered lease deed and any other documentary evidence of the Bidder's leasehold rights over and possession of the land required for construction of the access road, in the event that the Bidder has leasehold rights over such land; and
 - (iv) if applicable, an agreement to sell, or as the case may be, an agreement to lease executed with the owner of the land required for construction of the access land, substantially in the relevant format set out at **Annexure F**, in the event that the Bidder does not have ownership or leasehold rights to such land.
- (i) if the Bidder does not have ownership or leasehold rights to the land required for the Agri-Storage Facility at a Phase II Project Location and/or if the land procured or proposed to be procured by the Bidder for a Phase II Project Location is not accessible by road, which meets the specifications set out at **Schedule 2**, as on the Bid Due Date, the Bidder shall submit a Supplementary Bid Security in accordance with Clause 15.4 and in the format set out in **Annexure C**; and
 - (j) an undertaking by the Bidder to pay the Project Development Fee in the format set out in **Annexure J**, if it is declared as the Selected Bidder.

A checklist of documents required to be submitted by each Bidder along with its Bids is set out at **Annexure L**.

The Qualification Proposals are un-priced proposals and will contain no references to the Financial Proposals of Bidders or method for developing the Agri-Storage Facility. Qualification Proposals containing such financial or other technical or commercial information will be rejected as non-responsive.

22.2 If a Bidder chooses to submit a Bid for more than one Phase II Project Location, then the Bidder shall submit a single Qualification Proposal, provided that the Qualification Proposal should:

- (a) clearly indicate, in order of preference, the Phase II Project Locations that it wishes to submit a Bid for;
- (b) demonstrate the Financial Capacity of the Bidder to develop the Agri-Storage Facilities at each of the Project Locations that it:(i) submits a Bid for in accordance with this RFP; and (ii) if applicable, has been declared the Selected Bidder for pursuant to the Phase I Bid Process; and
- (c) contain the land details and related documents for each of the Phase II Project Locations that it submits a Bid for.

23. FINANCIAL PROPOSALS

The Bidder shall submit its Financial Proposals in the format set out in **Annexure K**. The format must be completed as instructed in the Bid Documents. It is clarified that if a Bidder chooses to submit a Bid for more than one Phase II Project Location, then the Bidder must submit a separate Financial Proposal for each Phase II Project Location that it chooses to submit a Bid for.

24. CURRENCIES OF BID

All amounts in the Bid should be stated in Rupees.

25. SIGNING OF BID

25.1 Each Bid must be typed or written in indelible ink and should be physically signed by the Bidder or its authorized signatory. The name and position held by the Person signing the Bid must be typed or printed below the signature.

25.2 All pages of the Bid must be physically initialed by the Bidder or its authorized signatory. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.

26. MARKING, SEALING AND SUBMISSION OF BID

26.1 Each Bidder shall submit as part of its Bid:

- (a) the original Qualification Proposal, and one copy of the Qualification Proposal. The originals shall be labelled "ORIGINAL" and the copy shall be labelled "COPY"; and
- (b) the original Financial Proposal for each Phase II Project Location.

In the event of any discrepancy between the original and the copy, the original will prevail.

26.2 The Bid shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Bidder or its authorized signatory. Any interlineations, erasures, or overwriting will be valid only if they are signed by the Bidder or its authorized signatory.

26.3 The Qualification Proposal (including all of the documents listed at Clause 22.1 above) shall be duly sealed in the first envelope, which shall be super-scribed as follows:

**"ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT
QUALIFICATION PROPOSAL DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE
DATE"**

26.4 The Financial Proposal for each Phase II Project Location will be placed in a duly sealed separate envelope, which shall be super-scribed as follows:

**"ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT
FINANCIAL PROPOSAL
FOR AGRI-STORAGE FACILITY AT [INSERT LOCATION]
DO NOT OPEN BEFORE COMPLETION OF EVALUATION
OF QUALIFICATION PROPOSALS"**

- 26.5 The sealed envelopes containing the Qualification Proposal and the Financial Proposal for each Phase II Project Location shall be placed in a sealed outer envelope that shall be super-scribed as follows:

**"ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT
BID
DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"**

- 26.6 Each of the sealed envelopes (i.e., the envelope containing the Qualification Proposal, the envelope containing the Financial Proposal and the outer envelope) shall clearly indicate the name, address and contact details of the Bidder.
- 26.7 If the envelopes are not sealed, marked and submitted as instructed above, OSCSC assumes no responsibility for the misplacement or premature opening of the contents of the Bid and consequent losses, if any, suffered by the Bidder.
- 26.8 The Bid (containing the Qualification Proposal and the Financial Proposals in separate sealed envelopes) shall either be hand delivered or sent by registered post or speed post or courier to the address below:

*Attention: Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2, Nayapalli,
Bhubaneswar,
Odisha - 751012,
E-mail: mdoscsc@gmail.com
With copy to: gmtech.oscsc@gmail.com
Tel: (0674) 2395391/2390310
Fax: (0674) 2395291*

Please note that a Bid submitted by a Bidder to any address other than the above mentioned address will not be considered for evaluation.

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

- 26.9 OSCSC shall not be responsible for any delays, loss or non-receipt of Bids.

27. SUBSTITUTION/ WITHDRAWAL OF BIDS

- 27.1 The Bidder may substitute or withdraw its Bid after submission, provided that written notice of the substitution or withdrawal is received by OSCSC prior to the specified time on the Bid Due Date. No Bid shall be substituted or withdrawn by the Bidder on or after the specified time on the Bid Due Date.

- 27.2 The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 26, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 27.3 Any alteration/modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by OSCSC, shall be disregarded.
- 27.4 If OSCSC receives a substitution notice from a Bidder before the specified time on the Bid Due Date, then the Bidder will be allowed to substitute its original Bid, which shall be returned unopened.
- 27.5 If OSCSC receives a withdrawal notice before the specified time on the Bid Due Date, then OSCSC shall return the Bid to such Bidder unopened.

PART D. OPENING AND EVALUATION OF BIDS

28. OPENING OF BIDS

- 28.1 OSCSC shall open only those Bids that are submitted on or before the specified time on the Bid Due Date.
- 28.2 OSCSC shall open the Bids for each Phase II Project Location at the time and on the date specified in Bid Schedule at the following address:

*Odisha State Civil Supplies Corporation Limited,
C/2, Nayapalli,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha*

The Bids shall be opened in the presence of the Bidders whose designated representatives choose to be present.

- 28.3 The names of all Bidders who have submitted Bids for each Phase II Project Location will be read out, and such other details that OSCSC, in its sole discretion, may consider appropriate, will be announced at the opening of Bids.
- 28.4 The outer envelopes of the Bid and the Qualification Proposals will be opened on the date mentioned in the Bid Schedule and at the time and place to be notified by OSCSC. OSCSC will prepare a record of the opening of each part of the Bids for each Phase II Project Location that will include, as a minimum, the names of the Bidders whose Bids have been received. The Bidders' representatives who are present will be requested to sign the record. The omission of a Bidder's representative's signature on the record will not invalidate the contents and effect of the record.
- 28.5 Once all the Qualification Proposals have been opened, they will be evaluated for responsiveness and to determine whether the Bidders are qualified to undertake the Phase II Project. The procedure for evaluation of the Qualification Proposals is set out at Clause 29.

- 28.6 For each Phase II Project Location, the qualified Bidders will be informed of a date, time and place for opening of their Financial Proposals.
- 28.7 For each Phase II Project Location, the Financial Proposals of only the qualified Bidders for such Phase II Project Location will be considered for evaluation on the date intimated by OSCSC. The Financial Proposals will be opened in the presence of the representatives of the eligible Bidders that choose to be present. The procedure for evaluation of the Financial Proposals is set out at Clause 30.
- 28.8 Bidders are advised that the qualification of Bidders and evaluation of the Financial Proposals will be entirely at the discretion of OSCSC. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Phase II Bid Process or selection will be given.
- 28.9 Any information contained in a Bid will not in any manner be construed as binding on OSCSC, its agents, successors or assigns; but will be binding on the Bidder, in the event that the Storage Agreement is subsequently awarded to it on the basis of such information.

29. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF QUALIFICATION PROPOSALS

- 29.1 The Qualification Proposals will first be evaluated to determine responsiveness to the RFP. A Qualification Proposal shall be considered responsive only if:
- (a) the Qualification Proposal and all documents specified in Clause 22.1 are received in the prescribed format;
 - (b) the Bid is received by the Bid Due Date, including any extension thereof;
 - (c) it is signed, sealed and marked as stipulated in Clauses 25 and 26;
 - (d) it contains all the information and documents (complete in all respects) as requested in this RFP;
 - (e) it does not contain any condition or qualification.
- 29.2 OSCSC shall evaluate and determine whether the Bidders who have submitted responsive Qualification Proposals satisfy the Qualification Criteria set out at Clause 5.
- 29.3 In order to determine whether the Bidder satisfies the Qualification Criteria, OSCSC will examine the documentary evidence submitted by the Bidder, as a part of its Qualification Proposal and any additional information which OSCSC receives from the Bidder upon request by OSCSC.
- 29.4 For each Phase II Project Location, if any Bidder is found to be disqualified in accordance with the terms of the RFP or the Qualification Proposal is found to be non-responsive or, subject to Clause 5.2(f), the Bidder does not meet the Qualification Criteria and the eligibility criteria, then the Bid submitted by such Bidder for that Phase II Project Location will be rejected.

For the avoidance of doubt, it is clarified that if a Bidder submits a Bid for more than one

Phase II Project Location, but meets the Qualification Criteria and eligibility criteria for one or more but not all of the Phase II Project Locations that it submits a Bid for, then the Financial Proposals submitted by such Bidder for the Phase II Project Locations in respect of which it meets the Qualification Criteria and the eligibility criteria shall be considered for evaluation. The Financial Proposals for the Phase II Project Locations in respect of which the Bidder does not meet the Qualification Criteria and eligibility criteria will not be considered for evaluation.

- 29.5 Upon completion of evaluation of the Qualification Proposals, for each Phase II Project Location, OSCSC will notify the Bidders whether they are qualified for evaluation of their Financial Proposals for that Phase II Project Location and the date on which the Financial Proposals of the qualified Bidders shall be opened for evaluation. The Financial Proposals of those Bidders who do not qualify will not be opened and such Bidders may collect their unopened Financial Bids from OSCSC after the completion of the Phase IIBid Process.

30. FINANCIAL PROPOSAL EVALUATION

- 30.1 For each Phase II Project Location, OSCSC shall open the Financial Proposals of only the qualified Bidders and evaluate the Financial Proposals for responsiveness. If any Financial Proposal is found:

- (a) not to be complete in all respects; or
- (b) not duly signed by the authorized signatory of the Bidder; or
- (c) not to be in the prescribed format; or
- (d) to contain alterations, conditions, deviations or omissions,

then such Financial Proposal shall be deemed to be substantially non-responsive.

- 30.2 OSCSC will only evaluate those Financial Proposals that are found to be substantially responsive to select the Successful Bidder for each Phase II Project Location. A substantially non-responsive Financial Proposal shall be liable to be rejected, unless OSCSC elects to seek clarifications from the Bidder or to construe information submitted by the Bidder in accordance with Clause 31.

- 30.3 Once the Financial Proposals of the qualified Bidders have been opened and evaluated for substantial responsiveness:

- (a) For each Phase II Project Location, OSCSC shall notify a qualified Bidder whose Financial Proposal is found to be substantially responsive, of the date, time and place for the ranking of the Financial Proposals and selection of the Selected Bidder and invite such qualified Bidder to be present at the selection meeting.
- (b) For each Phase II Project Location, OSCSC shall notify a qualified Bidder whose Financial Proposal is found to be substantially non-responsive, that such qualified Bidder's Financial Proposal shall not be evaluated further.

- 30.4 For each Phase II Project Location, in the presence of representatives of the qualified Bidders that choose to be present at the selection meeting for such Phase II Project Location, OSCSC

shall follow the procedure set out below for selecting the Selected Bidder:

- (a) OSCSC shall first tabulate the Storage Rental per quintal per month quoted by each qualified Bidder that has submitted a substantially responsive Financial Proposal.
- (b) In the course of tabulation, OSCSC shall check for arithmetical errors in each Financial Proposal being evaluated. If there is a discrepancy between words and figures quoted for the Storage Rental, then the amount in words shall prevail.
- (c) Once the Storage Rental per quintal per month quoted by each qualified Bidder in a substantially responsive Financial Proposal has been tabulated, OSCSC shall rank the qualified Bidders based on the Storage Rental. The qualified Bidder who has quoted the lowest Storage Rental, will be the Preferred Bidder; the qualified Bidder that has quoted the second lowest Storage Rental will be the Second Preferred Bidder.
- (e) The Preferred Bidder shall ordinarily be the Selected Bidder.
- (f) If 2 or more qualified Bidders quote the same Storage Rental, then the Bidder whose Net Worth, as calculated in accordance with the RFP, is higher shall be the Preferred Bidder. If the Net Worth of 2 or more Bidders quoting the same Storage Rental, is the same, then OSCSC may take any such measure as it may deem fit in its sole discretion, including inviting fresh Bids for that Phase II Project Location.

30.5 If the Preferred Bidder is disqualified or rejected for any reason whatsoever, then the procedure set out in Clause 8.2 shall follow.

31. CLARIFICATION ON BIDS

31.1 To facilitate evaluation of the Bids, OSCSC may, in its sole discretion, seek clarifications from any Bidder regarding its Bid. Such clarification(s) shall be provided within the time specified by OSCSC for this purpose. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by a Bidder that is not in response to a request by OSCSC will not be considered. No change in the quoted Storage Rental may be sought, offered, or permitted.

31.2 If a Bidder does not provide clarifications sought under Clause 31.1 above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, OSCSC may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of OSCSC.

PART E. AWARD OF PROJECT

32. LETTER OF AWARD (LOA)

32.1 After declaration of the Selected Bidder for each Phase II Project Location, OSCSC will issue the LOA to the Selected Bidder in duplicate:

- (a) declaring it as the Successful Bidder for that Phase II Project Location;
- (b) accepting its Financial Proposal;

- (c) requesting it to fulfil the condition specified in Clause 32.2;
- (d) requesting it to pay the Project Development Fee in accordance with Clause 16;
- (e) if applicable, requesting it to fulfil the condition specified in Clause 32.3; and
- (f) subject to fulfilment of the conditions specified in Clauses 16, 32.2 and 32.3 and any other conditions specified in the LOA, requesting it to execute the Storage Agreement in accordance with Clause 33 and in the format prescribed in the Bid Documents.

32.2 Within 15 days of receipt of the LOA for a Phase II Project Location, the Bidder declared as the Selected Bidder shall sign and return, as acknowledgement, the duplicate copy of the LOA.

32.3 Within 90 days of receipt of the LOA for a Phase II Project Location, if the Bidder declared as the Selected Bidder does not hold ownership or leasehold rights to the proposed land at that Phase II Project Location, then the Selected Bidder shall acquire ownership or leasehold rights to and possession of the proposed land at that Phase II Project Location in the name of the Selected Bidder, free from all encumbrances and encroachments for setting up of the Agri-Storage Facility and provide documentary evidence thereof. For any Phase II Project Location, if the land procured or proposed to be procured by the Selected Bidder is designated as agricultural land, then the Selected Bidder shall obtain conversion of land use, if required, for setting up of the Agri-Storage Facility within 90 days of receipt of the LOA for that Phase II Project Location.

If the land procured by the Selected Bidder for a Phase II Project Location (by way of sale or on leasehold basis) is not accessible by a road, which meets the specifications set out at **Schedule 2**, then the Selected Bidder shall acquire all necessary permits, approvals, no-objection letters or certificates from relevant local authorities, rights of way and, if applicable, ownership or leasehold rights to land, required for construction or expansion of the access road and provide documentary evidence thereof, within 90 days of receipt of the LOA for that Phase II Project Location and prior to signing of the Storage Agreement for that Phase II Project Location.

33. EXECUTION OF STORAGE AGREEMENT

33.1 For each Phase II Project Location, the Selected Bidder shall execute the Storage Agreement in the revised draft form published by OSCSC under Clause 10.2, with minimal changes or amendments being made to reflect facts or to correct minor errors. After the acceptance of the LOA by the Selected Bidder and upon a request made by the Selected Bidder, OSCSC shall provide the final execution draft of the Storage Agreement to the Selected Bidder.

33.2 OSCSC shall not entertain any request from the Selected Bidder for negotiations of or deviations to the final execution draft of the Storage Agreement provided by OSCSC under Clause 33.1.

33.3 If the Selected Bidder seeks to negotiate or seeks any deviations from the final execution draft of the Storage Agreement, OSCSC may elect to disqualify the Selected Bidder and revoke the LOA issued to the Selected Bidder. If OSCSC elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.

33.4 For each Phase II Project Location, the Selected Bidder shall execute the Storage Agreement upon satisfying the following conditions:

- (a) the conditions set out in Clauses 32.2 and 32.3 above and any other conditions specified in the LOA; and
- (b) pay the Project Development Fee in accordance with Clause 16.

33.5 If the Selected Bidder for any Phase II Project Location fails to satisfy the conditions specified in Clause 33.4 above or fails to execute the Storage Agreement on or before the date stipulated in the LOA for that Phase II Project Location, OSCSC may, unless it consents to an extension, without prejudice to any of its rights under the Bid Documents or law, disqualify the Selected Bidder, revoke the LOA and forfeit the Bid Security and, if applicable, the Supplementary Bid Security for that Phase II Project Location. If OSCSC elects to disqualify such Bidder and revoke the LOA, then the procedure set out in Clause 8.2 shall follow.

SCHEDULE 1
PHASE II PROJECT LOCATIONS

Sl. No. of District	Phase- II Project Location			Guaranteed Tonnage (MT)
	District	Sl.No. of Location	Location in Blocks	
1	Angul	1	Pallahara	2,500
		2	Talcher	2,500
2	Balasore	3	Soro	2,500
3	Baragarh	4	Padampur	2,500
4	Bhadrak	5	Chandbali	2,500
		6	Bhandaripokhari	2,500
5	Boudh	7	Kantamal	2,500
6	Cuttack	8	Badamba	2,500
7	Dhenkanal	9	Hindol	2,500
		10	Kamakhyanagar	2,500
8	Gajapati	11	Mohana	2,500
9	Ganjam	12	Rangeilunda	2,500
		13	Bhanjanagar	2,500
		14	Jaganathprasad	2,500
10	Jajpur	15	Jajpur	2,500
11	Jharsuguda	16	Lakhanpur	2,500
		17	Laikera	2,500
12	Kandhamal	18	Daringibadi	2,500
		19	Tikabali	2,500
13	Kendrapara	20	Aul	2,500
14	Keonjhar	21	Champua	2,500
15	Koraput	22	Laxmipur	2,500
16	Sundargarh	23	Lathikata	2,500
Total				57,500

SCHEDULE 2
LANDREQUIREMENTS

1. For every 2500 MT storage capacity that a Bidder submits a Bid for, the size of the land parcel identified by the Bidder should be at least 1.5 acre.
2. The land parcel identified for the development of the Agri-Storage Facility at a Phase- II Project Location shall be:
 - (a) free from all encumbrances, disputes, and encroachments.
 - (b) accessible by an all-weather road with a minimum width of 7.0 m.
 - (c) situated within 8 KMs of the administrative building in the block headquarter/*gram panchayat* as stated in column B of the table in Schedule 1.

**SECTION IV
FORMATS**

**ANNEXURE A
FORMAT OF LETTER OF BID**

To,

Dated:

*Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
with copy to: gmtech.oscsc@gmail.com
Tel: (0674) 2395391/2394956/ 2390310
Fax: (0674) 2395291/2390199*

**Sub: BID FOR ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT
Location: [●]**

Dear Sir,

With reference to your Bid Documents dated¹, we, having examined the Bid Documents and understood its contents, hereby submit our Bid. The Bid is unconditional and unqualified.

1. I/We acknowledge that OSCSC will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Bidders for the Phase II Project, and we certify that all information provided in the Bid and in Annexes is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
2. This statement is made for the express purpose of qualifying as a Bidder for the development of an Agri-Storage Facility at the Phase II Project Locations listed below in order of my/our preference:

Serial Number (in descending order of preference)	Phase II Project Location

¹All blank spaces shall be suitably filled up by the Applicant to reflect particulars relating to such Applicant.

3. I/We shall make available to OSCSC any additional information it may find necessary or require to supplement or authenticate the Bid.
4. I/We acknowledge the right of OSCSC to reject our Bid without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
5. I/We acknowledge the right of OSCSC not to award the Storage Agreement for a Phase II Project Location without assigning any reason or otherwise and we hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/We acknowledge the right of OSCSC to seek information and evidence from me/us regarding my/our continued eligibility and compliance with the Qualification Criteria at any time during the Phase II Bid Process and I/we undertake to provide all such information and evidence sought by OSCSC.
7. I/ We represent, warrant and undertake that:
 - (a) I/We have examined and have no reservations to the Bid Documents and do not seek any deviations to the Bid Documents, including any Addendum issued by OSCSC.
 - (b) I/We have not directly or indirectly or through an agent or any Person acting for us or on our behalf has not engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 3.3 of the RFP, in respect of any tender or request for proposal issued by or any agreement entered into with OSCSC or any other public sector enterprise or any government, Central or State.
 - (c) I/We am/are submitting this Bid individually and not as part of a consortium.
 - (d) I/We do not have any Conflict of Interest, as defined in Clause 4.2 of the RFP that affects the Phase II Bid Process.
 - (e) I/We have not been determined to be ineligible by the World Bank under the Bank Guidelines on Preventing and Combating Fraud and Corruption in Projects Financed by IBRD Loans and IDA Credits and Grants.
 - (f) I/We and our Associates have not been barred by any government or government instrumentality in India or in any other jurisdiction to which I/we or my/our Associates belong or in which I/we or they conduct business, from participating in any project or being awarded any contract.
 - (g) In the last 3 years, I/we or my/our Associates have not 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; been expelled from any project or contract by any government or government instrumentality; or have had any contract terminated by any government or government instrumentality for breach on our part.

- (h) The RFP, the Addenda and all other information provided by OSCSC to us are and shall remain the property of OSCSC and are provided to me/us solely for the purpose of preparation and the submission of this Bid in accordance with the RFP. I/We undertake that I/we shall treat all information received from or on behalf of OSCSC as strictly confidential and I/we shall not use such information for any purpose other than for preparation and submission of this Bid.
8. I/We understand that OSCSC may cancel the Phase II Bid Process or exercise any of its other rights under Clause 8 of the RFP at any time, without incurring any liability to the Bidders. In no case, I/we shall have any claim or right against OSCSC if my/our Bid is not opened or I/we are not pre-qualified to bid for the award of Storage Agreement.
 9. I/We believe that we satisfy the Qualification Criteria and the eligibility criteria meet all the requirements as specified in the RFP and are qualified to submit a Bid.
 10. I/We declare that we or our Associates are not submitting a Bid for the same Phase II Project Location.
 11. I/We undertake that in case due to any change in facts or circumstances during the Phase II Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFP, we shall intimate OSCSC of the same immediately.
 12. I/We am/are submitting with this Bid and all the documents that are required to be submitted in accordance with the RFP.
 13. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever arising to challenge the criteria for evaluation or question any decision taken by OSCSC in connection with evaluation of Bids, declaration of the Selected Bidder(s), or in connection with the Phase II Bid Process itself, in respect of the Phase II Project and the terms and implementation thereof, to the fullest extent permitted by applicable law and waive any and all rights and/or claims I/we may have in this respect, whether actual or contingent, whether present or in future.
 14. In the event of my/us being declared as the Selected Bidder for a Phase II Project Location, I/we agree to enter into a Storage Agreement in the draft form set out in the Bid Documents. We agree not to seek any changes in or deviations from the aforesaid draft and agree to abide by the same.
 15. I/We agree and undertake to abide by all the terms and conditions of the Bid Documents.
 16. I/We have studied all the Bid Documents and all the information carefully. We understand that except to the extent as expressly set forth in the Storage Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by OSCSC or in respect of any matter arising out of or concerning or relating to the Phase II Bid Process including the award of the Storage Agreement.
 17. The Storage Rental for the Facility has been quoted by us after taking into consideration all the terms and conditions stated in the RFP, the draft Storage Agreement(s), our own estimates of costs and after a careful assessment of all the conditions that may affect the Bid.

18. I/We offer a Bid Security of Rs. [●] [and a Supplementary Bid Security of Rs. [●]] to OSCSC in accordance with the RFP.
19. I/We certify that I/We have clear and marketable title/leasehold rights to and possession of land admeasuring [●] acres, free from all encumbrances and encroachments, at the Phase II Project Location for developing the Agri-Storage Facility and such land meets the specifications set out in the RFP.

OR

I/We certify that in the event of my/us being declared the Selected Bidder for the Phase II Project Location, I/we shall acquire clear and marketable title/leasehold rights to and possession of, land admeasuring [●] acres, free from all encumbrances and encroachments and meeting the specifications set out in the RFP and if applicable, all necessary permits, approvals, no-objection letters or certificates from relevant local authorities, rights of way, third party consents and, if required, ownership or leasehold rights to land, required for construction or expansion of the access road to the land procured for developing the Agri-Storage Facility at the Phase II Project Location within 90 days from the date that the LOA for the Phase II Project Location is issued me/us.

20. I/We agree and understand that the Bid is subject to the provisions of the Bid Documents. In no case, I/we shall have any claim or right against OSCSC if the Storage Agreement is not awarded to me/us or our Bid is not opened.
21. We are enclosing herewith 1 original and 1 copy of our Qualification Proposal (Envelope I) and our original Financial Proposal (Envelope II) in duly signed formats in accordance with the instructions to Bidders contained in the RFP.
22. The Phase II Bid Process and the Bid shall be governed by and construed in all respects according to the laws for the time being in force in India. The competent courts at Bhubaneswar will have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Phase II Bid Process.
23. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the Bid Documents.

Yours faithfully,

Dated this [insert date] day of [insert month] 2016

Name and seal of the Bidder

(Signature, name and designation of the Authorised Signatory)

Date:
Place:

**ANNEX 1
DETAILS OF BIDDER**

1.
 - (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/or commencement of business:
2. Brief description of the Bidder including details of its main lines of business:
3. Details of individual(s) who will serve as the point of contact/communication for OSCSC:
 - (a) Name:
 - (b) [Designation]:
 - (c) Address:
 - (d) Telephone Number:
 - (e) e-mail Address:
 - (f) Fax Number:
4. Particulars of the Authorised Signatory of the Bidder:
 - (a) Name:
 - (b) [Designation]:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

ANNEXURE B
FORMAT OF BID SECURITY
(To be executed on stamp paper of appropriate value)

B.G. No. []

Dated:

1. In consideration of you, Odisha State Civil Supplies Corporation (referred to as **OSCSC**, which expression will unless it is repugnant to the subject or context thereof include its successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered/principal office at [*Insert Address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development of Agri-Storage Facilities at [*Insert name of Phase II Project Location*] in Odisha (referred to as the **Phase II Project**) pursuant to the Request for Proposal dated [] (referred to as the **RFP**) issued in respect of the Phase II Project and other related documents including without limitation the draft Storage Agreement (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [] and one of its branches at [] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 15 of the RFP, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bid Documents (including the RFP) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to OSCSC an amount of Rs. [125,000] (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder will fail to fulfil or comply with all or any of the terms and conditions contained in the said Bid Documents.
2. Any such written demand made by OSCSC stating that the Bidder is in default of due and faithful compliance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of OSCSC is disputed by the Bidder or not, merely on the first demand from OSCSC stating that the amount claimed is due to OSCSC by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bid Documents, including but not limited to the following events:
 - (a) if the Bidder engages in corrupt, fraudulent, coercive or undesirable practice or restrictive practice as specified in Clause 3 of this RFP;
 - (b) if the Bidder is disqualified in accordance with Clauses 4.1, 4.2, 8.3 or 17.2 of this RFP;
 - (c) if, after the Bid Due Date, the Bidder withdraws its Bid during the Bid validity period, as extended from time to time;
 - (d) if the Bidder is selected as the Selected Bidder for a Phase II Project Location and it

fails within the specified time limit to:

- (i) sign and return, as acknowledgement, the duplicate copy of the LOA for such Phase II Project Location;
- (ii) pay the Project Development Fee in accordance with Clause 16 prior to execution of Storage Agreement for suchPhase II Project Location;
- (iii) if applicable, procure ownership or leasehold rights to and possession of identified land at suchPhase II Project Location for setting up of the Agri-Storage Facility and provide documentary evidence thereof;
- (iv) if applicable, obtain necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured for the Agri-Storage Facility at suchPhase II Project Location;
- (v) fulfil any other condition precedent to the execution of the Storage Agreement; and
- (vi) execute the Storage Agreement for such Phase II Project Location.

Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee.

4. This Guarantee shall be irrevocable and remain in full force for a period of 210 days from the Bid Due Date inclusive of a claim period of 30 days or for such extended period as may be mutually agreed between OSCSC and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that OSCSC will be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bid Documents including, those events listed at Clause 3 above. The decision of OSCSC that the Bidder is in default as aforesaid will be final and binding on us, notwithstanding any differences between OSCSC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, OSCSC will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission,

matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or OSCSC):

- (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or OSCSC under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and
 - (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than performance of any of the obligations of the Bidder under the Bid Documents).
10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
11. We undertake to make the payment on receipt of your notice of claim on us addressed to [***name of Bank along with branch address***] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
12. It shall not be necessary for OSCSC to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which OSCSC may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of OSCSC in writing.
14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. 125,000. The Bank will be liable to pay the amount or any part of the Guarantee only if OSCSC serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before (indicate date falling 210 days after the Bid Due Date).

16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE C
FORMAT OF SUPPLEMENTARY BID SECURITY
(To be executed on stamp paper of appropriate value)

B.G. No. []

Dated:

1. In consideration of you, Odisha State Civil Supplies Corporation (referred to as **OSCSC**, which expression will unless it is repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of [*insert name of Bidder*] with its registered/principal office at [*insert address*] (referred to as the **Bidder** which expression will unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the development of Agri-Storage Facilities at [*Insert Phase II Project Location*] (referred to as the **Phase II Project**) pursuant to the Request for Proposal dated [] (referred to as the **RFP**) issued in respect of the Phase II Project and other related documents including without limitation the draft Storage Agreement (collectively referred to as **Bid Documents**), we (Name of the Bank) having our registered office at [] and one of its branches at [] (referred to as the **Bank**), at the request of the Bidder, do hereby in terms of Clause 15.4 of the RFP, irrevocably, unconditionally and without reservation guarantee that the Bidder shall acquire ownership/leasehold rights to land admeasuring [●] acres at the Project Location for developing the Agri-Storage Facility and, if applicable, obtain necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold rights to the land required for construction or expansion of the access road to the land procured for the Agri-Storage Facility at the Project Location, within the time prescribed in the Bid Documents and unconditionally and irrevocably undertake to pay forthwith to OSCSC an amount of Rs. 250,000 (referred to as the **Guarantee**) as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder fails to acquire ownership/leasehold rights to land admeasuring [●] acres at [*insert Phase II Project Location*] identified by the Bidder and approved by OSCSC for developing the Agri-Storage Facility within the time prescribed in the Bid Documents.
2. Any such written demand made by OSCSC stating that the Bidder has failed to acquire ownership/leasehold rights to the land required for developing the Agri-Storage Facility in accordance with the terms and conditions contained in the Bid Documents will be final, conclusive and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of OSCSC is disputed by the Bidder or not, merely on the first demand from OSCSC stating that the amount claimed is due to OSCSC by reason of the following events:
 - (a) If the Bidder is disqualified in accordance with Clause 8.3 of the RFP;
 - (b) If the Bidder is declared as the Selected Bidder for a Phase II Project Location and it fails within the specified time limit to:
 - (i) procure ownership or leasehold rights to the land identified at such Phase II Project Location for setting up of the Agri-Storage Facility and provide

documentary evidence thereof; or

- (ii) if applicable, obtain necessary permits, approvals, no-objection certificates or letters from relevant local authorities, rights of way and, if required, ownership or leasehold right to the land required for construction or expansion of the access road to the land procured for the Agri-Storage Facility at suchPhase II Project Location.
4. This Guarantee shall be irrevocable and remain in full force for a period of 210 days from the Bid Due Date inclusive of a claim period of 30 days or for such extended period as may be mutually agreed between OSCSC and the Bidder, and agreed to by the Bank, and will continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that OSCSC will be the sole judge to decide as to whether any of the events set out in Clause 3 of this Guarantee has occurred and its decision will be final and binding on us, notwithstanding any differences between OSCSC and the Bidder or any dispute pending before any court, tribunal, arbitrator or any other authority.
6. The Guarantee will not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, OSCSC will be entitled to treat the Bank as the principal debtor.
8. The obligations of the Bank under this Guarantee are absolute and unconditional, irrespective of the value, genuineness, validity, regularity or enforceability of the Bid Documents or the Bid submitted by the Bidder.
9. The obligations of the Bank under this Guarantee shall not be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice the Bank from or prejudice or diminish its liability under this Guarantee, including (whether or not known to it, or OSCSC):
 - (a) any time or waiver granted to, or composition with, the Bidder or any other person;
 - (b) any incapacity or lack of powers, authority or legal personality of or dissolutions; or change in the Bidder, as the case may be;
 - (c) any variation of the Bid Documents, so that references to the Bid Documents in this Guarantee shall include each such variation;
 - (d) any unenforceability, illegality or invalidity of any obligation of the Bidder or OSCSC under the Bid Documents or any unenforceability, illegality or invalidity of the obligations of the Bank under this Guarantee or the unenforceability, illegality or invalidity of the obligations of any Person under any other document or guarantee or security, to the extent that each obligation under this Guarantee shall remain in full force as a separate, continuing and primary obligation, and its obligations be construed accordingly, as if there were no unenforceability, illegality or invalidity; and

- (e) any extension, waiver, or amendment whatsoever which may release a guarantor or surety (other than acquisition of ownership or leasehold rights to land for the Agri-Storage Facility under the Bid Documents to the satisfaction of OSCSC).
- 10. Any notice by way of request, demand or otherwise will be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- 11. We undertake to make the payment on receipt of your notice of claim on us addressed to [*name of Bank along with branch address*] and delivered at our above branch which will be deemed to have been duly authorised to receive the notice of claim.
- 12. It shall not be necessary for OSCSC to proceed against the Bidder before proceeding against the Bank and the Guarantee will be enforceable against the Bank, notwithstanding any other security which OSCSC may have obtained from the Bidder or any other person and which will, at the time when proceedings are taken against the Bank, be outstanding or unrealised.
- 13. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of OSCSC in writing.
- 14. The Bank represents and warrants that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- 15. For the avoidance of doubt, the Bank's liability under this Guarantee will be restricted to Rs. 250,000. The Bank will be liable to pay the amount or any part of the Guarantee only if OSCSC serves a written claim on the Bank in accordance with Clause 11 of this Guarantee, on or before (indicate date falling 210 days after the Bid Due Date).
- 16. Capitalized terms used but not defined herein shall have the meanings given to them in the RFP.

Signed and Delivered by.....Bank

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

(Signature of the Authorised Signatory)
(Official Seal)

ANNEXURE D
FORMAT OF AUTHORITY LETTER
(On the letter head of the Bidder)

From

[Name of GM/Chairman/MD of Bidder]

[insert designation]

[Name of Bidder]

[Address of Bidder]

Date: [insert date] 2016

To

*Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli ,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
with copy to: gmtech.oscsc@gmail.com
Tel: (0674) 2395391/2394956 / 2390310
Fax: (0674) 2395291/2390199*

Dear Sir,

Sub: Authority Letter in favour of [insert name] for submitting Bid on behalf of [insert name of Bidder] for development of Agri-Storage Facilities in Odisha

[insertname of the Bidder and registered office address] wishes to submit a bid in response to the Bid Documents dated [●] 2016 issued by the Odisha State Civil Supplies Corporation (OSCSC) for the development of Agri-Storage Facilities in Odisha.

I, acting on behalf of [insert name of Bidder], do hereby appoint and authorise Mr/Ms. [insert name], who is presently employed with us and holding the position of [insert designation], to submit a Bid in accordance with the Bid Documents on behalf of [insert name of Bidder] as the authorized signatory of [insert name of Bidder].

Mr./Ms. [insert name] is hereby authorized to act on behalf of [insert name of Bidder] and do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for the award of the Storage Agreement(s) by OSCSC for the development of the Agri-Storage Facility(ies), including but not limited to: signing and submission of our Bid and other documents and writings, participate in the Pre-Bid Meeting, and providing information or responses to queries received from OSCSC, representing us in all matters before OSCSC, signing and execution of all contracts, documents and undertakings consequent to acceptance of our Bid, and generally dealing with OSCSC in all matters in connection with or relating to or arising out of our Bid for the award of the Storage Agreement(s) and until the execution of the Storage Agreement(s) with OSCSC, if we are the Selected Bidder.

I, acting on behalf of [insert name of Bidder], agree to ratify and confirm all acts, deeds and things

done or caused to be done by Mr./Ms. *[insert name of authorized signatory]* pursuant to and in exercise of the powers conferred by this Authority Letter and that all acts, deeds and things done by him/her in exercise of the powers hereby conferred shall and shall always be deemed to have been done on behalf of *[insert name of Bidder]*.

Yours' sincerely,

For and on behalf of *[insert name of Bidder]*

.....
[Signature, name, designation and address of CMD/GM/Chairman of Bidder]

Accepted by

.....
[Signature of the Authorized Signatory]

[Name, Title and Address of the Authorized Signatory]

Instructions to Bidders:

- (1) *If the Bidder is a sole proprietor or an individual then it shall not be required to provide the authority letter.*
- (2) *The Bidder should submit with the Bid and for verification, the true certified copy of the relevant extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney that authorizes the CMD/GM to make decisions on behalf of the Bidder.*

ANNEXURE E
FINANCIAL CAPACITY OF THE BIDDER

(In. Rs. Crores)

Name of Bidder	Net Worth (In Rs. Crores)	Financial Year
(1)	(2)	(3)

Instructions to Bidders:

- 1. The Bidder shall attach a copy of its Permanent Account Number (PAN) and, if applicable its Tax Deduction Account Number (TAN), issued by the Income Tax Department, Government of India.*
- 2. For the purpose of this Statement of Financial Capacity, the Bidder is required to state its Net Worth based on the methodology specified in the definition of "Net Worth" in the RFP.*

ANNEXURE F
CERTIFICATE FROM THE STATUTORY AUDITOR/PRACTICING CHARTERED
ACCOUNTANT REGARDING FINANCIAL CAPACITY

(On the letter head of the statutory auditor/practicing chartered accountant)

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

- (a) as on *(insert date)*, the Bidder's Net Worth is Rs..... (Rupees). The Net Worth of has been calculated in accordance with the terms set out in the request for proposal (**RFP**) issued by OSCSC on [*insert date*];
- (b) the Bidder is not and in the Financial Year immediately preceding the Bid Due Date has not:
- (i) been or being subject to proceedings for declaration of or been declared bankrupt, wound up, or had or having its affairs administered or conducted by any court, administrator, receiver;
 - (ii) been declared by a court or other competent authority as being unable to pay its debts, or made any composition or arrangements with creditors or had the repayment of its debts suspended;
 - (iii) been convicted or otherwise found responsible (or any of its directors, partners, trustees, officers or managers been convicted or found responsible) by any court, tribunal, regulatory, public or other competent authority for a breach of any laws or regulations which:
 - (A) related to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Bidder or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Bidder to provide any service or carry on any type of business or operations.

Name of the audit firm:

Seal of the audit firm:

Signature:

Name:

Membership Number:

Designation:

Date:

ANNEXURE G
INDICATIVE FORMAT OF UNDERTAKING TO BE PROVIDED BY LESSOR OF LAND
(To be executed on stamp paper of appropriate value)
(Refer to Clause 22.1(g)(iii) of the RFP)

Date: [insert date], 2016

To

Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli ,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
Tel: (0674) 2395391/2394956
Fax: (0674) 2395291/2390199

Dear Sir,

Sub: Undertaking Regarding Land for Agri-Storage Facility at [insert Phase II Project Location]

I/we, [insert name] am/are the owner(s) of land admeasuring [●] acres (the **Site**) situated at [insert location] in [insert name of district] district of Odisha (the **Project Location**). The Site has been leased to [insert name of Bidder], a [company/individual/partnership/joint venture/trust/society/sole proprietor/government company/limited liability partnership/co-operative society/self-help group/unincorporated organization], with its [registered/principal] office at [insert address] (the **Bidder**) as leasehold property by way of a lease deed dated [insert date] for a period of [●] years from [insert date] (the **Lease Deed**).

I/we understand that the Bidder intends to submit a Bid for developing an agri-storage facility on the Site at the Project Location in response to the Request for Proposal dated [insert date] (the **RFP**) issued by the Odisha State Civil Supplies Corporation Limited (**OSCSC**) for selection of private developers to develop agri-storage facilities in the state of Odisha.

I/we hereby confirm and undertake that:

- (a) I/we have a clear, valid and marketable title to the Site, free from any encumbrances, and have the power to grant leasehold rights in respect thereof to the Bidder;
- (b) no third party has any rights or claims to the Site and no charge, mortgage or any other encumbrance exists on the Site, which may affect the ability of the Bidder to develop the agri-storage facility at the Site and/or the ability of OSCSC to operate the agri-storage facility;
- (c) there are no threatened or actual disputes or litigation in relation to the Site;
- (d) there are no restrictions under applicable laws on usage of the Site for the development and operation of the Agri-Storage Facility;

- (e) no administrative or governmental action is required to be taken, including grant of any consent, approval or no-objection certificate or letter from any government authority, for the usage of the Site for the development and operation of the Agri-Storage Facility;
- (f) all claims and dues due to any government authority in relation to the Site have been satisfied in full and there are no such claims or dues in existence;
- (g) if the Bidder is declared as the Selected Bidder for the Project Location:
 - (i) I/we have no objections and there are no restrictions under the Lease Deed to the Site being utilised by the Bidder and OSCSC for the development and operation of the Agri-Storage Facility;
 - (ii) I/we shall not suspend or terminate the Lease Deed during the subsistence of the Storage Agreement, to be entered into between the Bidder and OSCSC for the development of the Agri-Storage Facility, without giving prior notice to and consultation with OSCSC;
 - (iii) I/we shall not prevent access of the Bidder, OSCSC and its agents and consultants to the Site;
 - (iv) I/we shall not allow any encroachment on the Site;
 - (v) I/we shall not exercise any lien or other statutory rights or make any claims against the commodities stored by OSCSC at the Agri-Storage Facility.

I/we agree and acknowledge that this undertaking shall be construed and interpreted in accordance with the laws of India and the Courts at Bhubaneswar shall have exclusive jurisdiction over any disputes arising in connection with this Undertaking.

Capitalized terms used but not defined in this Undertaking shall have the meanings given to them in the RFP.

Dated this [●] day of [●], 2016

[Insert name of Lessor]

[Signature]

ANNEXURE H

PART A

INDICATIVE FORMAT OF THE AGREEMENT TO LEASE

(To be executed on stamp paper)

(Refer to Clause 22.1(g)(iv)/Clause 22.1(g)(v) of the RFP)

THIS AGREEMENT TO LEASE (Agreement) is entered into on [●] at [●]

BETWEEN

- (1) *[Insert name of the Lessor(s)]*, an [individual]/*[insert name of the legal entity]* [incorporated/registered] under the *[insert name of the relevant statute under which the Bidder has been incorporated or registered, as the case may be]*, [residing at [●]/with its [registered/principal] office at [●]] (hereinafter referred to as the **Lessor**, which shall include its successors and permitted assignees)²

AND

- (2) *[Insert name of the Bidder]*, an [individual]/*[insert name of the legal entity]* [incorporated/registered] under the *[insert name of the relevant statute under which the Bidder has been incorporated or registered, as the case may be]*, [residing at [●]/with its [registered/principal] office at [●]] (hereinafter referred to as the **Bidder**, which shall include its successors and permitted assignees).

BACKGROUND

- A. The Lessor(s) [is/are] the owner(s) of land admeasuring [●] acres (the **Site**), situated at *[insert location]* in *[insertname of district]* Odisha.
- B. The Bidder intends to submit a Bid to develop an agri-storage facility [on/adjacent to] the Site in response to the Request for Proposal dated *[insert date]* (the **RFP**) issued by the Odisha State Civil Supplies Corporation Limited (**OSCSC**).
- C. The Lessor(s) has/have agreed to transfer leasehold rights over and possession of the Site to the Bidder if the Bidder wins the relevant bid and the parties have agreed to execute this Agreement to record the terms on which such leasehold rights and possession shall be transferred.

NOW, THEREFORE, the parties, with the intent to be legally bound, hereby agree as follows:

1. The parties agree and undertake that if the Bidder wins the relevant bid:

²If the identified land is owned by more than one person, then each of the joint owners of the land is required to execute this Agreement to Lease.

- (a) then the Lessor(s) shall lease the Site to the Bidder, free from all encumbrances, [to develop the agri-storage facility at the Site/ construct an access road to the agri-storage facility to be developed by the Bidder], subject to the payment of the rent pursuant to the lease deed;
 - (b) the parties shall execute, sign and register the lease deed(s) and other relevant documents and do all other things necessary to lease the Site and hand over vacant and peaceful possession of the Site to the Bidder or its nominee within 90days from the date that the Letter of Award (**LOA**) is issued to the Bidder by OSCSC;
 - (c) the lease period shall be for an initial term of [13] years. The parties may mutually agree to extend the term for up to [●] years on the same terms and conditions as contained in the lease deed(s);
 - (d) the [annual/monthly] rent payable shall be Rs. [●] (Rupees [●] only). The rent shall be paid [monthly/annually] in advance by the 7th day of each calendar [month/year];
 - (e) any taxes payable, including applicable stamp duty, registration fee etc., for the execution and registration of the lease deed(s) shall be borne by [●]; and
 - (f) the Bidder shall use the Site only for the purposes of construction operation and maintenance of the [agri-storage facility/access road].
2. Each party agrees that the execution and delivery of this Agreement by such party shall constitute valid and binding obligation of such party, enforceable against such party and each party waives its rights, if any, under law to challenge the binding nature of this Agreement on any grounds whatsoever.
3. The Lessor(s) represents and undertakes that:
- (a) [he/she/it/they] [has/have] a clear, valid and marketable title to the Site, free from any encumbrances, charge or mortgage, and [has/have] the right to grant leasehold rights over the Site to the Bidder;
 - (b) there are no threatened or actual disputes or litigation in relation to the Site;
 - (c) all claims and dues due to any government authority in relation to the Site have been satisfied in full and there are no such claims or dues in existence;
 - (d) [he/she/it/they] shall not prevent or obstruct the Bidder in constructing the [agri-storage facility/access road] at the Site [and shall not prevent or obstruct OSCSC in operating the agri-storage facility]³; and
 - (e) [[he/she/it/they] shall have no rights to the rice and/or other essential commodities stored at the agri-storage facility, even if the Bidder fails to pay the rent in accordance with the lease deed(s) or for any other reason whatsoever.]⁴

³ The portion in square brackets may be deleted if this agreement to lease is for the land over which the access road is proposed to be constructed.

4. This Agreement shall be effective from the date that it is signed by both parties and shall remain in force and effect until the execution of the lease deed(s) for the Site by the parties, unless terminated earlier by mutual agreement between the parties.

Notwithstanding anything contained in this Agreement, the parties agree that this Agreement shall automatically terminate if the Bidder does not win the relevant bid.

5. The parties agree that if the Bidder wins the relevant bid and the Lessor does not execute the lease deed, damages shall not be an adequate remedy for breach of the Lessor(s) obligations under this Agreement and the Bidder shall be entitled to enforce specific performance of the Lessor's(s)' obligations under this Agreement.
6. This Agreement shall be governed by the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its authorized representatives as of the date first written above.

For Lessor(s)

By.
Name: []
Designation: []

For Bidder

By.
Name: []
Designation: []

⁴ The portion in square brackets may be deleted if this agreement to lease is for the land over which the access road is proposed to be constructed.

PART B

INDICATIVE FORMAT OF THE AGREEMENT TO SELL

(To be executed on stamp paper)

(Refer to Clause 22.1(g)(iv)/Clause 22.1(g)(v) of the RFP)

THIS AGREEMENT TO SELL (Agreement) is entered into on [●] at [●].

BETWEEN

- (1) *[Insert name of the owner(s)]*, an [individual]/*[insert name of the legal entity]* [incorporated/registered] under the *[insert name of the relevant statute under which the Bidder has been incorporated or registered, as the case may be]*, [residing at [●]/with its [registered/principal] office at [●]] (hereinafter referred to as the **Owner(s)**, which shall include its successors and permitted assignees)⁵

AND

- (2) *[Insert name of the Bidder]*, an [individual]/*[insert name of the legal entity]* [aged [●], residing at [●]]/[incorporated/registered] under the *[insert name of the relevant statute under which the bidder has been incorporated or registered, as the case may be]*, with its [registered/principal] office at [●]] (hereinafter referred to as the **Buyer**, which shall include its successors and permitted assignees).

BACKGROUND

- A. The Owner(s) [is/are] the owner(s) of land admeasuring [●] acres (the **Site**), situated at *[insert location]* in *[insertname of district]* Odisha.
- B. The Buyer intends to submit a bid to develop an agri-storage facility on the Site in response to the Request for Proposal dated *[insert date]* (the **RFP**) issued by the Odisha State Civil Supplies Corporation Limited (**OSCSC**).
- C. The Owner(s) has/have agreed to transfer title to and possession of the Site to the Buyer if the Buyer wins the relevant bid and the parties have agreed to execute this Agreement to record the terms on which such title and possession shall be transferred.

NOW THEREFORE, the parties, with the intent to be legally bound, hereby agree as follows:

1. The parties agree and undertake that if the Buyer wins the relevant bid:
- (a) the Owner(s) shall sell and the Buyer shall purchase the Site, free from all encumbrances, for the sale consideration specified in Clause 2 below;

⁵If the identified land is owned by more than one person, then each of the joint owners of the land is required to execute this Agreement to Sell.

- (b) the parties shall execute, sign and register the sale deed(s) and other relevant documents to transfer the ownership of the Site to the Buyer or its nominee within 90 days from the date that the Letter of Award (LOA) is issued to the Buyer by OSCSC; and
 - (c) the Owner(s) shall hand over all documents of title relating to the Site and deliver vacant and peaceful possession to the Buyer simultaneously with the execution of the sale deed(s) for the Site.
2. The Bidder shall pay Rs. [●] as full and final consideration for the purchase of the Site from the Owner(s). This sale consideration shall not include any taxes payable by the parties, including applicable stamp duty, registration fee etc., payable for the execution and registration of the sale deed(s), which shall be borne by [●].
 3. Each party agrees that the execution and delivery of this Agreement by such party shall constitute valid and binding obligations of such party, enforceable against such party and each party waives its rights, if any, under law to challenge the binding nature of this Agreement on any grounds whatsoever.
 4. The Owner(s) represents and warrants that:
 - (a) [he/she/it/they] [has/have] a clear, valid and marketable title to the Site, free from any encumbrances, charge or mortgage, and has the right to transfer ownership and possession of the Site to the Buyer;
 - (b) there are no threatened or actual disputes or litigation in relation to the Site; and
 - (c) all claims and dues due to any government authority in relation to the Site have been satisfied in full and there are no such claims or dues in existence.
 5. This Agreement shall be effective from the date that it is signed by both parties and shall remain in force and effect until the execution of the sale deed(s) for the Site by the parties, unless terminated earlier by mutual agreement between the parties.

Notwithstanding anything contained in this Agreement, the parties agree that this Agreement shall automatically terminate if the Buyer is not declared the selected bidder by OSCSC for the Phase II Project Location.

6. The parties agree that if the Buyer is declared wins the relevant bid and the Owner does not execute the sale deed, damages shall not be an adequate remedy and the Buyer shall be entitled to enforce specific performance of the Owner's obligations under this Agreement.
7. This Agreement shall be governed by the laws of India and the courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising out of or in connection with this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by its authorized representatives as of the date first written above.

For Owner(s)

By.

Name: []

Designation: []

For Buyer

By.

Name: []

Designation: []

ANNEXURE I
INDICATIVE FORMAT OF UNDERTAKING TO BE PROVIDED BY JOINT OWNERS OF
LAND*

(To be executed on stamp paper of appropriate value)
(Refer to Clause 22.1(g)(ii) of the RFP)

Date: [insert date], 2016

To

Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli ,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
with copy to: gmtech.oscsc@gmail.com
Tel: (0674) 2395391/2394956 / 2390310
Fax: (0674) 2395291/2390199

Dear Sir,

Sub: Undertaking Regarding Land for Agri-Storage Facility at [insert Project Location]

I [insert name] and [insert name of Bidder](the **Bidder**) are the joint owners of land admeasuring [●] acres (the **Site**) situated at [insert location] in [insert name of district] district of Odisha (the **Project Location**).

I understand that the Bidder intends to submit a Bid for developing an Agri-Storage Facility on the Site at the Project Location in response to the Request for Proposal dated [insert date] (the **RFP**) issued by the Odisha State Civil Supplies Corporation Limited (**OSCSC**) for selection of private developers to develop Agri-Storage Facilities in the state of Odisha.

I hereby confirm and undertake that if the Bidder is declared as the Selected Bidder for the Project Location:

- (a) I have no objections to the Site being utilised by the Bidder and OSCSC for the development and operation of the Agri-Storage Facility;
- (b) I shall not obstruct, hinder or otherwise prevent access of the Bidder, OSCSC and its agents and consultants to the Site;
- (c) I shall not allow any encroachment on the Site;
- (d) I shall not exercise any lien or other statutory rights or make any claims against the

*Note: To be executed by each of the joint owners of the identified Project Site.

commodities stored by OSCSC at the Agri-Storage Facility; and

- (e) I shall be bound by the same obligations subject to the same restrictions as the Bidder under the Storage Agreement, to be entered into between the Bidder and OSCSC for the development of the Agri-Storage Facility at the Project Location, with respect to the disposal of the Site and assets constructed thereon.

I agree and acknowledge that this undertaking shall be construed and interpreted in accordance with the laws of India and the Courts at Bhubaneswar shall have exclusive jurisdiction over any disputes arising in connection with this Undertaking.

Capitalized terms used but not defined in this Undertaking shall have the meanings given to them in the RFP.

Dated this [●] day of [●], 2016

[Insert name of Joint Owner]

[Signature]

ANNEXURE J
PROJECT DEVELOPMENT FEE UNDERTAKING
(On the letter head of the Bidder)

From

[insert name of Bidder]
[insert address of Bidder]

Date: *[insert date]*, 2016

To

International Finance Corporation
3rd Floor, Maruti Suzuki Building
Nelson Mandela Road
Vasant Kunj
New Delhi - 110070

Dear Sir,

Sub: Undertaking to Pay the Project Development Fee

We undertake that if we are chosen as the Successful Bidder for the award of the Storage Agreement(s) for the development of Agri-Storage Facilitie(s) pursuant to the Phase IIBid Process held *vide* Bid Documents dated *[insert date]*, we will pay to the International Finance Corporation a fee (the **Project Development Fee**) that is equal to [INR *[insert amount]*].

We shall pay the Project Development Fee to the International Finance Corporation in immediately available funds, without any deductions whatsoever for taxes, duties, charges or other withholdings (all of which shall be borne by us), into the bank account having the following details:

[insert bank details]

or at such other bank in such place as the IFC may designate.

The Project Development Fee shall be payable by us within 30 days of the date of receipt of the LOA and prior to the signing of the Storage Agreement(s). We acknowledge and agree that if we do not pay the Project Development Fee to the IFC within such time, OSCSC may, at its sole discretion:

- (1) grant us an extension of time for the payment of the Project Development Fee, which extension shall not extend beyond the date falling 30 days from the date of receipt of the LOA; or
- (2) disqualify us; or
- (3) require us to execute the Storage Agreement(s) immediately, in which case OSCSC shall pay the Project Development Fee to the IFC on our behalf within 7 days of the signing of the Storage Agreement(s). Upon making such payment, OSCSC shall be entitled to deduct the amount of the Project Development Fee from any amounts payable to us or recover such amount as a debt due to it.

Yours faithfully,

[Name and seal of the Bidder]

[Signature, name and designation of the Authorised Signatory]

Date:

Place:

ANNEXURE K
FORMAT OF FINANCIAL PROPOSAL
(On the letter head of the Bidder)

To,

*Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli ,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha
e-mail: oscsc.pppstorage@gmail.com
with copy to: gmttech.oscsc@gmail.com
Tel: (0674) 2395391/2394956 / 2390310
Fax: (0674) 2395291/2390199*

**Sub: FINANCIAL PROPOSAL FOR ODISHA RICE STORAGE FACILITIES PHASE II
PPP PROJECT
Location(s): [●]**

Dear Sir,

Please find below our Financial Proposal in respect of development of an Agri-Storage Facility of [●] 2500 MT eachat [*insert Phase II Project Locations*] (**Phase II Project Location**), in response to the request for proposal (**RFP**) issued by Odisha State Civil Supplies Corporation (**OSCSC**) on [●].

Phase II Project Location (A)	Storage Rental (Rs. per quintal per month) (B)

For and on behalf of
Signature:

(Authorised Signatory)
Name of the Person:
Designation:
Date:
Place:

Instruction to Bidders:

- *The Financial Proposal is to be signed by the authorised person of the Bidder.*

- *Bidder should quote the Storage Rental per quintal per month up to two decimal places.*
- *Bidder should specify the Storage Rental amount in both figures and words in Indian Rupees. In the event of any difference between figures and words, the amount indicated in words shall prevail.*
- *The Storage Rental for the first Financial Year for any Phase II Project Location shall not exceed Rs. 5.20 per quintal per month.*

ANNEXURE L
CHECKLIST OF DOCUMENTS

1. List of Documents

Serial No.	Document	Section/Clause Reference
QUALIFICATION PROPOSAL		
1.	Letter of bid in the form set out at Annexure A	22.1
2.	<p>Authority letter in the form set out at Annexure D. If the Bidder is a sole proprietor or an individual, then it shall not be required to provide the authority letter</p> <ul style="list-style-type: none"> • If the Bidder is a sole proprietor or an individual then it need not provide the authority letter • The Bidder should submit certified true copy of the relevant extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney that authorizes the CMD/GM to make decisions on behalf of the Bidder 	22.1
3.	Bid security in the form set out at Annexure B	15, 22.1
4.	Statement of Financial Capacity of the Bidder in the form set out in Annexure E	22.1
5.	Certificate issued by the statutory auditor/a practicing chartered accountant of the Bidder, in the form set out in Annexure F , certifying the Net Worth and solvency of the Bidder	22.1
6.	Duly certified copy of the certificate of incorporation and the memorandum and the articles of association of the Bidder, if they are bodies corporate, or the duly certified copy of the relevant charter documents/bye-laws, partnership deed, trust deed, memorandum of association or any other document giving the Bidder the status of a legal entity in case the Bidder is not a body corporate, individual or sole proprietor.	22.1
7.	<p>If Bidder is owner of land parcel(s) identified for the Agri-Storage Facility:</p> <p>Site layout map demonstrating size of the land parcel, location, connectivity and proximity of the land parcel(s) to the administrative building in the block headquarter/gram panchayat</p> <p>Encumbrance certificate for the identified land parcel(s) for 13 years</p> <p>Record of rights of the identified land parcel(s)</p> <p>Registered sale deed and any other documentary evidence of the Bidder's ownership rights to and possession of the identified land parcel(s)</p>	22.1
8.	If Bidder is joint owner of land parcel(s) identified for the Agri-Storage Facility:	22.1
	Site layout map demonstrating size of the land parcel, location, connectivity and proximity of the land parcel(s) to the administrative building in the block headquarter/gram panchayat	

Serial No.	Document	Section/Clause Reference
	<p>Encumbrance certificate for the identified land parcel(s) for 13 years</p> <p>Record of rights of the identified land parcel(s)</p> <p>Registered sale deed and any other documentary evidence of the Bidder's ownership rights to and possession of the identified land parcel(s)</p> <p>Undertaking from all co-owners of the land parcel(s) substantially in the format set out at Annexure I</p>	
9.	<p>If Bidder is the lessee of land parcel(s) identified for the Agri-Storage Facility:</p> <p>Site layout map demonstrating size of the land parcel, location, connectivity and proximity of the land parcel(s) to the administrative building in the block headquarter/gram panchayat</p> <p>Encumbrance certificate for the identified land parcel(s) for 13 years</p> <p>Record of rights of the identified land parcel(s)</p> <p>Registered lease deed and any other documentary evidence of the Bidder's leasehold rights over and possession of the identified land parcel(s)</p> <p>Undertaking from the owner/lessor of the land substantially in the format set out at Annexure G</p>	22.1
10.	<p>If the Bidder does not hold ownership or leasehold rights to the land parcel(s) identified for the Agri-Storage Facility:</p> <p>Site layout map demonstrating size of the land parcel, location, connectivity and proximity of the land parcel(s) to the administrative building in the block headquarter/gram panchayat</p> <p>Encumbrance certificate for the identified land parcel(s) for 13 years</p> <p>Record of rights of the identified land parcel(s)</p> <p>Agreement to sell, or as the case may be, an agreement to lease executed with the owner of the identified land substantially in the relevant format set out at Annexure H</p> <p>Supplementary Bid Security in the format set out at Annexure C</p>	22.1
11.	<p>If the land parcel(s) identified by the Bidder is not accessible by road, which meets the specifications set out at Schedule 2:</p> <p>Following details of the land required for construction or expansion of the access road:</p> <ul style="list-style-type: none"> • location; • proximity of the land to the land parcel(s) identified for developing the Agri-Storage Facility; • approvals, permits, no-objection certificates or letters or rights of way obtained by the Bidder for construction of the access road over such land <p>Registered sale deed and any other documentary evidence of the Bidder's</p>	22.1

Serial No.	Document	Section/Clause Reference
	ownership rights to and possession of the land required for construction of the access road OR Registered lease deed and any other documentary evidence of the Bidder's leasehold rights over and possession of the land required for construction of the access road	
	Agreement to sell or agreement to lease executed with the owner of the land required for construction of the access land, substantially in the relevant format set out at Annexure F	
	Supplementary Bid Security in the format set out at Annexure C	
12.	Undertaking to pay the Project Development Fee in the format set out in Annexure J , if the Bidder is declared as the Selected Bidder	16, 22.1
FINANCIAL PROPOSAL		
1.	Financial Proposal in the format set out at Annexure K	23

2. Manner of Bid Submission

Serial No.	Requirement	Section/Clause Reference
1.	1 original Qualification Proposal and 1 copy of Qualification Proposal to be submitted. Original must be labelled "ORIGINAL" and the copy must be labelled "COPY"	26.1(a)
2.	1 original Financial Proposal to be submitted	26.1(b)
3.	Qualification Proposal must be sealed in an envelope, which should be labelled as follows: "ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT QUALIFICATION PROPOSAL DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"	26.3
4.	Financial Proposal must be sealed in a separate envelope (i.e., not the same envelope as the Qualification Proposal), which should be labelled as follows: "ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT FINANCIAL PROPOSAL FOR AGRI-STORAGE FACILITY AT [INSERT LOCATION] DO NOT OPEN BEFORE COMPLETION OF EVALUATION OF QUALIFICATION PROPOSALS"	26.4
5.	Envelope containing Qualification Proposal and Financial Proposal must be sealed together in a third envelope, which should be labelled as follows: "ODISHA RICE STORAGE FACILITIES PHASE II PPP PROJECT BID DO NOT OPEN BEFORE SPECIFIED TIME ON BID DUE DATE"	26.5
6.	Each sealed envelope (the envelope containing the Qualification Proposal, the envelope containing the Financial Proposal and the outer envelope) must	26.6

Serial No.	Requirement	Section/Clause Reference
	indicate name, address, and contact details of Bidder	
7.	Bid must be typed or written in indelible ink	25.1
8.	Bid must be physically signed by the Bidder or its authorised signatory. Each page of the Bid must be physically initialled by the Bidder or its authorised signatory	25.1, 25.2
9.	Name and position held by the person signing the Bid must be typed or printed below the signature	25.1
10.	All documents submitted by the Bidder must be in English or, alternatively, translated, self-certified versions should be provided	19

