



**BID DOCUMENT FOR APPOINTMENT OF GOODS AND SERVICES
TAX (GST) CONSULTANT**

Tender No. FCI HQ FIN.011(13)/4/2022-FINANCE

**FOOD CORPORATION OF INDIA
FINANCE DIVISION**

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

PART-A
TECHNICAL BID

DISCLAIMER:-

The information contained in this Bid document or subsequently provided to Bidder, whether verbally or in documentary or any other form by or on behalf of the FCI or any of its employees or advisers, is provided to Bidder on the terms and conditions set out in this Bid document and such other terms and conditions subject to which such information is provided. This information is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The FCI accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on the law expressed herein.

This Bid document is not an agreement. The purpose of this Bid document is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this Bid document. This Bid document includes statements, which reflect various assumptions and assessments arrived at by the FCI in relation to the assignment, such assumptions, assessments and statements do not purport to contain all the Information that each Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for the FCI, its employees or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in this Bid document, 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 and information contained in this Bid document and obtain independent advice from appropriate sources.

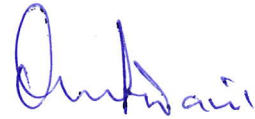
The FCI, its employees and advisers make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise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

FCI also accepts no liability of any nature whether resulting from negligence or otherwise, however caused arising from reliance of any Bidder upon the statements contained in this Bid document.

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

The issue of this Bid document does not imply that the FCI is bound to select any Bidder or to appoint the Selected Bidder, as the case may be, for the assignment and the FCI reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

The Bidder shall bear all its cost associated with or relating to preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the FCI, formation of consortium or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the Bidder and the FCI shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by any Bidder in preparation or submission of the Proposal, regardless of the conduct or outcome of the Selection Process.



Chief General Manager (Fin)
Finance Division
FCI Hqrs.



NOTICE INVITING ONLINE BIDS FOR APPOINTMENT OF GST CONSULTANT BY FOOD CORPORATION OF INDIA, HEAD QUARTER:-

FROM:

The Chief General Manager (Fin)
Finance Division, FCI HQRS
FOOD CORPORATION OF INDIA
New Delhi- 110001
16-20, Barakhamba Lane,
Tel. No. 011- 43527443/011- 43527563/011- 43527606/011-43527305
E-mail: cgmfin.fci@gov.in

Dear Sir(s),

For and on behalf of the Food Corporation of India online bids in the prescribed Tender Document under two bid systems is invited from interested, eligible bidders for engagement as GST Consultant. Food Corporation of India will not accept any manual bids/ hard copy of bids. The assignment will be for a period of Three Years.

2. The Tender Document and other detailed terms & conditions are available in the Food Corporation of India website www.fci.gov.in (for reference only) as well as at <https://eprocure.gov.in/eprocure/app> (for reference and online bidding).
3. Aspiring bidders are advised to go through and follow the instructions provided at Appendix -I regarding 'Instructions for Online Bid Submission'. Tenders and supporting documents should be uploaded through e-procurement Portal as mentioned in Appendix-II.
4. CRITICAL DATES SECTION:

Tender publish Date:	Notice inviting E-Tender (E-NIT) for appointment of GST consultant of Food Corporation of India for 3 years from 01.01.2024 to 31.12.2026
Document Download Start Date/Time	07.11.2023, 03.00 P.M.
Start Date /Time of bid submission	07.11.2023, 03.00 P.M.
Pre-bid meeting/ queries	16.11.2023, 11.00 A.M.
Last Date /Time for bid submission	28.11.2023, 03.00 P.M.
Bid opening date/Time :	28.11.2023, 03.30 P.M.
Venue of E-Tender opening	FCI, Head Quarter, 16-20 Barakhamba Lane. New Delhi -110001

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Contact office for correspondence and clarifications	FINANCE DIVISION (6TH FLOOR) ,FCI,Head Quarter, 16-20 Barakhamba Lane. New Delhi -110001
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5. The last date for submission of the Bids online is 28.11.2023, 03.00 P.M. of and Technical Bids will be opened online at 28.11.2023, 03.30 P.M. on the same day in the presence of the intending bidders/their authorized representatives who may wish to be present.
 6. Bids to remain open for acceptance up to and inclusive of ninety days from the date of opening of the Technical Bid. The Food Corporation of India, may, at its discretion, extend this date by 30 days and such extension shall be binding on the Bidders. If the date up to which the Bid is open for acceptance is declared to be a closed holiday/Sunday, the Bid shall be deemed to remain open for acceptance till next following working day. The Bid of any bidder who does not keep the offers open for the prescribed period shall be summarily rejected. The Bidder shall bear all costs associated with the preparation and submission of its tender, and the FCI will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tendering process.
 7. The prospective bidders are advised to refer to the CPPP website for any modification to the Tender Document and the bidders shall ensure that the Bid Documents submitted by them shall contain such modifications, failing which the bids shall be liable to be rejected.
 8. The bidders shall deposit along with the Technical Bid through NEFT/RTGS/other electronic means an amount of INR 590/- (Rupees Five Hundred Ninety only including GST) towards Tender Processing Fee and Earnest Money Deposit (EMD) of Rs.17,000/- (Rupees Seventeen Thousand Only) in the form of NEFT/RTGS/ other electronic means in the:

Account Name: FOOD CORPORATION OF INDIA (HQ),
CC Account No.10220632672,
Bank Name: STATE BANK OF INDIA,
Branch Name: K.G. Marg, New Delhi)
IFSC Code SBIN0050191
- The scanned copy of RTGS / NEFT/ other electronic mode acknowledgment of such deposit shall be uploaded along with the Technical Bid.
9. Food Corporation of India reserves the right to reject any or all tenders and to cancel the tender enquiry at any stage without assigning any reason.
 10. The offers submitted by the Bidders would be governed by all the terms & conditions laid down in the Notice Inviting Bids, prescribed Bid Document and its annexures, appendices, schedules etc.

11. Neither FCI nor NIC shall be responsible for non-accessibility of e-Procurement portal due to technical glitches or internet connectivity issues at Bidder's end.

12. In case of any clear indication of cartelization or express or implied anti-competitive agreements between the Bidder's at the time of finalization of Tender or thereafter, which at any time i.e. before or after award of the Contract comes to the notice of the FCI, the Tendering Authority may reject the relevant Bids, forfeiture of EMD (if any), recover the losses as assessed by the Authority arising out of such anti-competitive practices of the Bid(s) and also recommend the case to the ICAI/NFRA/Ministry of Finance/Registrars of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but not restricted to, cancellation of license/certificate.

13. FCI will not enter into negotiation with any Bidders including the lowest Bidder.

14. Detailed Terms & conditions and Instructions governing the Bid can be seen in the Bid Documents.



Chief General Manager (Fin)
Finance Division
FCI Hqrs.

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TENDER INFORMATION

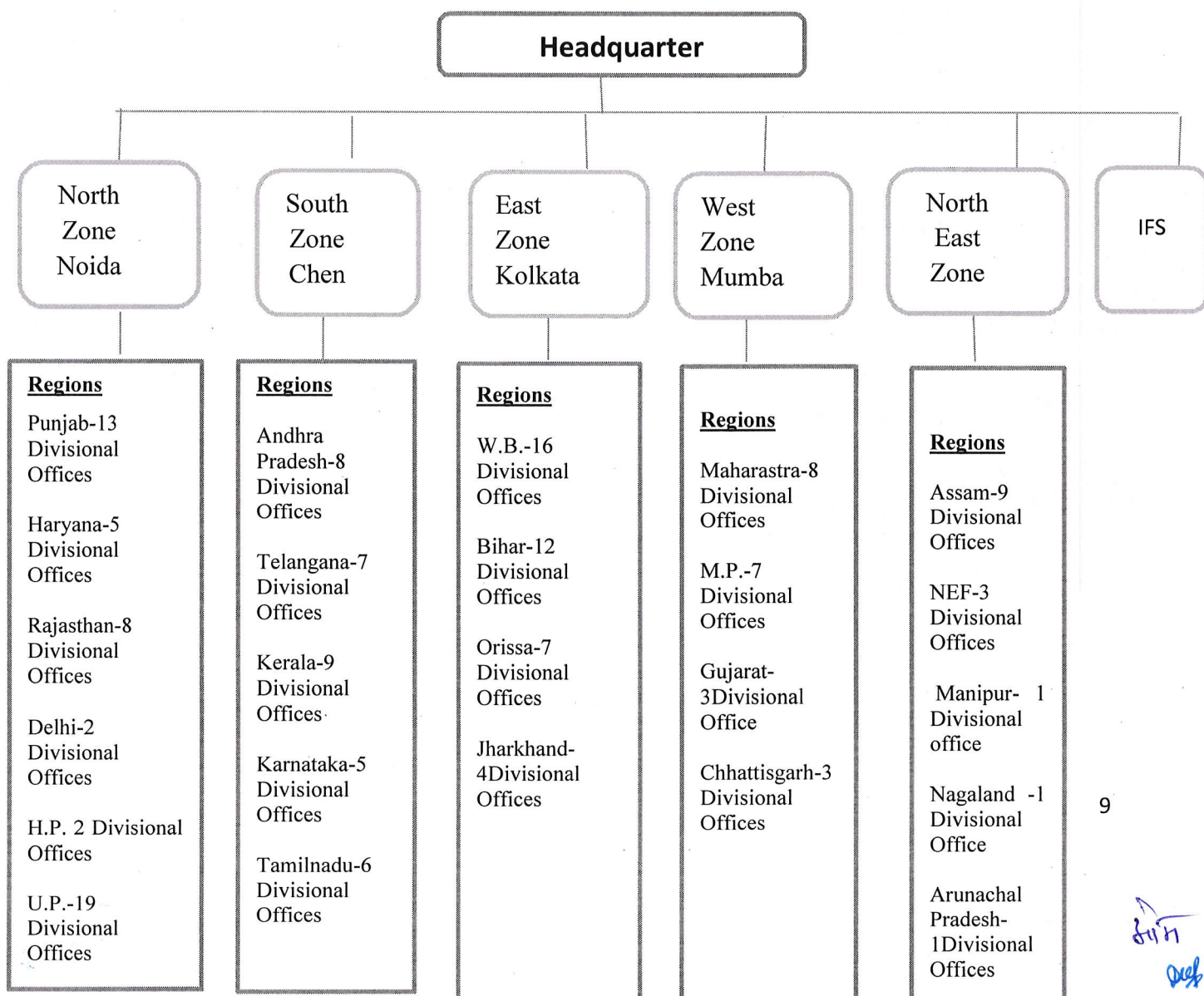
1. INTRODUCTION:-

Food Corporation of India (FCI), one of the largest public sector enterprises was setup under the Food Corporations Act 1964, in order to fulfill the following objectives of the Food Policy of Govt of India:

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

Since its inception, FCI has played a significant role in India's success in transforming the crisis management oriented food security into a stable security system.

ORGANISATIONAL STRUCTURE



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2. SCOPE OF WORK:-

For GST Consultant:

- I. On Call advisory services (Expert opinion on issues of GST including vetting of GST circulars as required by the Corporation from time to time).
- II. Setting up periodical physical/virtual meetings to discuss any GST related issue as may be required.
- III. Providing regular updates related to GST law in terms of their applicability on FCI.
- IV. FCI enters into contracts where differential amount may become payable if additional burden is proved by the concessionaire due to change in law like Change from Sales Act/ State VAT Acts etc. to GST Act.
To examine & analyse such claims of the concessionaire as per relevant terms & conditions of the various concession agreements that whether introduction of GST post signing of Concession Agreement led to incurring of additional expenditure and whether Authority i.e FCI is mandated to reimburse the additional expenditure incurred by the concessionaire due to Change in Law.
- V. Training/workshop services to FCI employees as and when required.

3. GENERAL TERMS & CONDITIONS:-

1. Interested bidders which meet the eligibility criteria as mentioned in the tender under clause “Minimum Eligibility Criteria for Technical Bid” , shall submit their requisite details in the Application Format given in Annexure B along with copy of all the necessary certificates, documents, declaration etc.
2. Queries, if any, in this regard may be asked on 011- 43527443/011- 43527563/011- 43527606/011-43527305 (Mon – Fri, 11:00 AM to 4:00 PM)
3. Any amendment / corrigendum / clarification to the Tender will be posted on <https://eprocure.gov.in/eprocure/app> or the website of FCI, i.e. <https://fci.gov.in/tender.php>.
4. The FCI shall not be liable for non-receipt/late receipt of any of the Bids.
5. The FCI reserves the right to reject any of the bids without assigning

6. The decision of the FCI shall be final as regards to the criteria to finalize the firm out of the bids so received and selection of the Consultant.
7. Incomplete and conditional bids shall be summarily rejected.
8. The bidder shall not sublet, transfer or assign the Contract, any part thereof. In case of subletting, the Contract shall be summarily terminated at the risk & cost of the bidder, without prejudice to any rights or remedies the Corporation may have under the Contract and Law.
9. I.) In respect of advices sought on routine matters as per scope of work, **the retainership fees shall be payable on quarterly basis. However the bidder shall quote the retainership fees (S.No 1.01 of BOQ) on per annum basis and other fees shall be paid after successful completion of a particular assignment like training and evaluation of claims of concessionaire as per relevant terms and conditions.**

II.) No advance payment will be made to the Consultant.

III) A digitally signed bill need to be submitted by uploading in BTS of FCI for which necessary user ID & password will be provided by FCI.

IV) The payment shall be made against the submission of properly raised pre-receipted tax-invoices after ensuring satisfactory completion of assignment.

V) The admissible fees will be paid to the Bank account of the bidder maintained in any bank located in India in Indian Rupees only.

VI.) There shall be no escalation in fees.
10. The consultant shall maintain professional integrity and confidentiality of information obtained during the course of consulting services.
11. The firm hired by FCI shall in no case represent or give opinion or advice to other stake holder in any matter which is adverse to the interest of FCI. This would constitute a material breach of contract.
12. Any report or other material prepared by the firm for the corporation under the contract shall belong to and remain the property of the corporation.
13. FCI at its discretion, terminate the contract in the event of the bidder failing to meet any of the contractual obligations or any other material breach of contract

by giving due notice to that effect.

- 14.** Fees quoted should be exclusive of all taxes and should be in terms of Indian Rupees only. If any bidder quotes Nil or Zero rate in the financial bid, the bid will be summarily rejected

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

- a) All rates will be treated as fixed price for the period of the contract. No escalation whatsoever shall either be claimed or considered except TA/DA and lodging as per clause 19 in case of any visit required for consultancy/training purposes other than Delhi/NCR location.
- b) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. The Price Bid has been given as a standard BOQ format with the tender document. The same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the green colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected. Price bid format is provided in .xls format along with this tender document. Bidders are advised to download and quote rates and upload it in the site at the respective locations.

- 15.** Person(s) signing the Bids shall state in what legal capacity he/she is, or they are signing the Bids, e.g. Proprietor/ partner of the firm / LLP.

- 16.** The person signing the Bid or any other documents forming part of the Bid as a Power of Attorney holder of the Firm/LLP shall be responsible to produce a proper Power of Attorney duly executed on a non-judicial stamp paper of appropriate value, duly attested by a Notary Public in his/her favour, stating that he/she has authority to bind the Firm/LLP in all matters, pertaining to the Contract. If at any stage it is found that the person concerned had no such authority FCI may, without prejudice to other civil/criminal remedies, terminate the Contract and hold the signatory & the Firm/LLP liable for all costs and consequences.

- 17.** Tender Application as per Annexure-A shall be submitted on letter head of bidder.

18. The bidders while submitting bids shall be required to submit the requisite details in Annexure "B" & Annexure "C". Any incorrect information furnished by the bidder shall lead to rejection of his/her bid.
19. In case of any visit required in any FCI Office other than FCI offices in Delhi/NCR location. a) to and fro T.A for each Team Member and lodging / D.A during the stay exclusively for the visit shall be reimbursed treating the eligibility of any non-qualified CA/CMA at par with that of Managers of FCI. b) of qualified CA/ CMA at par with Assistant General Manager of FCI and Partner at par with Deputy General Manager of FCI. Such visit should be done with prior approval of the ED(Finance), FCI.
20. The bidder should not have been debarred or blacklisted by any Govt or Quasi Govt Agency as on the last date of submission of bids (A self-declaration that the Bidder is not under orders of debarment or blacklisted should be uploaded – Refer Para 9 of Annexure A).
21. The bidder should not have been found guilty of moral turpitude or convicted of any economic offence or violation of any financial sector laws during the last 5 years period [A self-declaration that the partners and/ or any other personnel of the entity have not been found guilty of moral turpitude or convicted of any economic offence or violation of any financial sector laws should be uploaded.- Refer Para 10 of Annexure A]
22. The bidder should have its Registered Office/any branch office at New Delhi or NCR. (attach any relevant address proof of Delhi/NCR office).
23. The bids are being invited as per the provisions of Public Procurement (Preference to Make in India), order 2017 dated 15.06.2017 read with subsequent amendments and updates issued from time to time and same is to be abided by the bidders, to the extent applicable, failing which, the bid will become void.
24. The bidder should ensure that Provisions of Rule 144 (xi) of the General Financial Rule (GFR), 2017 with subsequent amendments and updates are followed to the extent applicable and in case of any failure on this account, bid will become void.

4. MINIMUM ELIGIBILITY CRITERIA FOR TECHNICAL BID:

The technical Bid should contain the following Information supported by required documents Bidders must ensure the documentary proofs to substantiate the minimum eligibility criteria mentioned below in their technical bid, otherwise the bid shall not be considered for evaluation;

Sr. No.	Minimum Eligibility Criteria
1.	The bidder should have minimum 10 years of experience in providing Indirect Taxes consultancy Services in any organization out of which experience of minimum 3 years in providing GST Consultancy Services in any one of these organization (Central PSU/State PSU/ Govt. Authority/ Autonomous body) is mandatory .
2	The bidder should have minimum turnover of Rs. 2 Crore per annum and above during each of the last three completed financial years i.e. 2020-21, 2021-22 & 2022-23.
3.	The Bidder should be Proprietor/ Partnership/LLP registered in India.
4.	The designated official in position for providing GST consultancy to FCI should be a CA/ CMA and should possess 3 years of experience in providing GST Consultancy Services
5.	The bidder should have its registered/any branch office in Delhi/NCR, so that the it may be available for meetings of corporation at Short notice.

5. TERMS FOR MICRO & SMALL ENTERPRISES:

- I. Tender document cost will not be charged from Micro & Small enterprises.
- II. MSEs registered with the agencies for the item/s tendered will be exempted from payment of Earnest Money Deposit (EMD).
- III. MSME who are interested in availing themselves of these benefits and preferential treatment, will enclose with their offer, the proof of their being registered for goods produced and services rendered with any of the agent mentioned in the notification of Ministry of MSME indicated below along with their bid:
 - a. District Industries Centers
 - b. Khadi and village industries commission
 - c. Khadi and village industries Board
 - d. Coir Board
 - e. National small industries Corporation
 - f. Directorate of Handicraft Handloom
 - g. Any other body specified by Ministry of MSME

- IV. The MSME must also indicate the date of their registration which should be valid as on last date of submission of tender. MSES seeking exemption and benefits should enclose an attested/ self-certified copy of valid registration certificate giving details such as validity, stores/services etc. failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSES.
- V. The benefits as stated above to MSME, shall be available for services provided by MSEs for which they are registered.
- VI. In case the MSME does not fulfill the criteria at 5 No.III, IV & V above, such offers will not be considered for benefits detailed in MSME notification of Government of India dated 23.03.12 and any other notification issued thereafter.
- a) Bidder must upload scanned copies of above referred documents in support of their eligibility of bid. In the event of any document found fabricated/ forged/ tempered/ altered/ manipulated during verification, the tenderer will be liable for the losses as assessed by the Authority arising out of such anti-competitive practices of the Bid(s) and also recommend the case to the ICAI/NFRA/Ministry of Finance/Registrars of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but non restricted to, cancellation of license/certificate.
- b) The tenders are to be submitted in two parts, part-I containing Technical qualification and part-II containing financial offer. (Part-I & Part-II) i.e. Technical bid and Price bid through e- tender process only.
- VII. If after the award of contract, MSEs refuse to accept the offer then corporation, along with taking other actions allowed under different clauses, will take up with MSE authorities for cancellation of their License and also recommend the case to the ICAI/NFRA/Ministry of Finance/Registrars of Companies/NSIC/Competition Commission of India or any other department having appropriate jurisdiction or Authority, for initiating necessary action including, but non restricted to, cancellation of license/certificate.

6. EARNEST MONEY DEPOSIT & TENDER PROCESSING FEE: -

The Bidders shall furnish Earnest Money Deposit (EMD) of Rs.17,000/- (Rupees Seventeen thousand Only) and Tender Processing Fee of Rs. 590/- (Five Hundred Ninety Only) (including GST) which must be submitted electronically through NEFT/RTGS/other electronic means to:

Account Name: FOOD CORPORATION OF INDIA (HQ),
CC Account No.10220632672,

Bank Name: STATE BANK OF INDIA,
Branch Name: K.G. Marg, New Delhi)
IFSC Code SBIN0050191

- The Bidder has to indicate (transaction no./UTR No.) of such payments in the Tender and scan and upload the copy of the same with the Technical Bid.
- Non-submission of EMD & Tender Processing Fee will lead to rejection of the Tender. The EMD of unsuccessful Bidders shall be returned to them at the earliest after expiry of final bid validity and latest on or before the 30th day after the award of the contract.'
- However, in case of two packet or two stage bidding, Bid securities of unsuccessful bidders during first stage i.e. technical evaluation etc should be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc. Refund of EMD shall carry no interest.
- EMD in case of successful Bidder shall be refunded within 30 days after acceptance of appointment letter . In case the Bidder resile, or modifies their offer after submitting the Tender, for any reason whatsoever during the Tender process, or any of the information furnished by them is found to be incorrect or false, the Earnest Money deposited by them is liable to be forfeited, without prejudice to any other rights and remedies of FCI under the Contract and Law and the Bidder will also be debarred from participating in any other Tender Enquiry with FCI for a period of five years.

7. CLARIFICATION & AMENDMENTS TO BID DOCUMENTS :-

- i. Corporation may, at its discretion, seek from any or all bidders, clarification(s) in respect of any particulars furnished in their offer. The request of such clarifications and the response will be in writing to be submitted within the stipulated time.
- ii. Corporation at its sole discretion may ignore minor omission in the submission of TechnicalBid such as omitting to give number on a page etc. or may require any Bidders to rectify any such discrepancies noticed in the Technical Bids submitted by them in the interest of increasing the competition. It is further clarified that no new document shall be accepted.

8. OPENING OF BIDS:-

FCI will open the Technical Bid of all Bidders received through e-procurement portal on the specified date and time. The Bidders can view other Bidders in the e-Procurement platform after opening of the Tender. However, they are at liberty to be present personally or through their authorized representative at FCI office at the time of opening of the Tender along with the bid acknowledgement receipt generated by the system after successful bid submission. In the event of the specified date of Tender opening being declared a holiday for FCI, the Tenders will be opened on the next working day but there will be no change in the time for opening as indicated in the Tender.

9. BID EVALUATION :-

- i) A list of Bidders who qualify the Technical Bid will be available in the e-procurement portal.
- ii) FCI will open the Price Bid of all technically qualified Bidders received through e- procurement portal on the specified date and time which will be intimated to the Bidders. The Bidders can view the Price Bids of other Bidders in the e-Procurement portal after opening of Price Bids.

10. BID EVALUATION CRITERIA AND AWARD OF CONTRACT :-

- i) The evaluation committee after determining whether the Price Bids are complete and without errors shall determine the lowest Price Bid (L-1) for award of contract. Selections of Bidders are entirely at the sole discretion of FCI and FCI shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.
- ii) Bidders are required to quote for all items of scope of works. In case bidder does not quote for any item his bid will be summarily rejected.
- iii) Lowest Price Bid (L-1) shall be calculated on the basis of Total Amount arrived after assigning weights as per below table:

S No.	Item No.	Weightage (%)
1	All GST consultancy work of GST [(Ref Point no I to III of clause 2 of above stated scope of work) (Retainership fees in Rs. for a F.Y.)]	70
2	FCI enters into contracts where differential amount may become payable if additional burden is proved by the concessionaire due to change in law like Change from Sales Act/ State VAT Acts etc. to GST Act. To examine & analyse such claims of the concessionaire as per relevant terms & conditions of the various concession agreements that whether introduction of GST post signing of Concession Agreement led to incurring of additional expenditure and whether Authority i.e FCI is mandated to reimburse the additional expenditure incurred by the concessionaire due to Change in Law. (Ref Point no IV of clause 2 of above stated	20

	scope of work) Note- Rates to be quoted on per case basis for the purpose of calculation of L1.	
3	Training/workshop services to FCI employees (Point V of Clause 2 of above stated scope of work) Note - Rates to be quoted on per day* training basis for the purpose of calculation of L1. (* Per day = At least 6 hours)	10
	Total	100

- iv) Work will be awarded to lowest bidder (L-1) on consolidated basis (i.e grand total as per BOQ) for all items included in price bid, not item-wise,
- v) The work will be awarded to the successful L-1 Bidder through issue of an Appointment Letter by post / fax / e-mail.

11. FORCE MAJEURE:-

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

- i. Drought, lightning, earthquake, landslides, tempest, cyclone, hurricane, whirlwind, storm, flood, and other unusual or extreme adverse weather or environment conditions, transporter's agitation, merchant agitation, riots, civil disturbances of any kind including civil commotion or other events of natural disaster of rare severity.
- ii. Epidemic or strikes.
- iii. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, unexpected call up of armed forces, revolution, religious strife, bombs, sabotage, terrorism or threat of such acts or other similar events of political or social nature.
- iv. Expropriation, confiscation, or nationalization of the Facilities/Project by Govt. or a competent Authority;
- v. The imposition of any blockade, embargo, import restrictions, rationing or allocation by Govt.
- vi. Any decision or order of a court or tribunal which has the effect of restraining all or any part of the activities concerning the provision of Services.

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

11.1 PROCEDURE FOR FORCE MAJEURE :

If a party claims relief on account of a Force Majeure, then the Party claiming to be affected by the such event shall, as soon as reasonably practicable and in any event within seven days of becoming aware of the Force Majeure, give notice of and describe in reasonable detail the effect of such Force Majeure to the other Party in writing including the dates of commencement and estimated cessation of such Force Majeure and its effects on the parties obligation under the Agreements. Upon cessation of the situation which led to a Party claiming Force Majeure under this section the relevant Party shall within seven days thereof notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this Agreement but without prejudice to the excuse of performance of all obligations during the continuance of the Force Majeure.

11.2 REVISED TIMETABLE:-

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

11.3 CONSULTATION AND DUTY TO MITIGATE:-

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

11.4 PROLONGED FORCE MAJEURE: -

In the event Force Majeure continuously impedes or prevents a Party's performance for longer than 60 consecutive days from date of commencement of such force majeure, notwithstanding this suspension of the obligations of the Parties, they shall decide by mutual consent through consultation either the terms upon which to continue the performance of this Agreement or to terminate this Agreement.

Following conditions shall not be treated as force majeure;

- i) Resignation/Termination/Death/Absence of any of employee/s or Key personnel/s
- ii) Any change in statutory requirement.

12. LAW GOVERNING THE CONTRACT AND DISPUTE RESOLUTION: -

The Contract will be governed by the Laws of India for the time being in force. Any dispute arising out of this Contract will be settled in the Court of law of competent jurisdiction. The Courts in Delhi shall have exclusive jurisdiction to adjudicate the disputes arising under the Contract. The successful bidder shall take all required actions for compliance of all applicable laws of India such as EPF/ESI/Minimum wages etc.

13. PENALTY CLAUSE:-

- a. The penalty of 10% of professional fees of related assignment shall be levied in case of delay in completion of any assignment within stipulated time.
- b. The bidders shall be responsible for all the penalties and interest imposed by Government Authorities on FCI due to delay on part of bidder's reply.

14. LIABILITY OF PERSONNEL: -

All persons employed by the bidder shall be engaged by him as his own employees/workers in all respect and all rights and liabilities under any Act in respect of such personnel shall be liability of the service provider exclusively.

INSTRUCTIONS FOR ONLINE BID SUBMISSION: -

- i) The offer should be submitted under two Bid System.
(I) Part A-Technical Bid (II) Part B-Price Bid.
- ii) FCI is using services of Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>, for appointment of the consultant.
- iii) The detailed Tender document along with instructions to the Bidders for the e-submission of the bids can be viewed and downloaded from e-Procurement: website <https://eprocure.gov.in/eprocure/app> or FCI website: www.fci.gov.in.
- iv) Tender must be electronically submitted (on-line at <https://eprocure.gov.in/eprocure/app>) within the prescribed date and time as mentioned in the e-Procurement portal/ as mentioned in the Critical date Sheet. Hard copy of the Tender documents will not be accepted at this stage.
- v) Possession of valid Digital Signature Certificate (DSC) and registration of the Bidders on the e-procurement/e-tender portal is a prerequisite for e-tendering. The details are available at <https://eprocure.gov.in/eprocure/app>
- vi) Bidder should do the registration in the e-Procurement site using the "Click here to Enroll" option available on the home page. Portal enrollment is generally free of charge. During enrollment/registration, the Bidders should provide the correct/true Information including valid email-id. All the correspondence shall be made directly with the Bidders through email-id provided.
- vii) Bidder need to login to the site through their user ID/ password chosen during registration.
- viii) Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY/TCS/nCode/eMudra or any Certifying Authority recognized by CCA India on eToken/Smart Card, should be registered.
- ix) The DSC that is registered only should be used by the Bidder and should ensure safety of the same.
- x) Bidder may go through the tenders published on the site and download the required tender documents/schedules for the tenders he/she is interested.
- xi) After downloading / getting the tender document/schedules, the Bidder should go through it carefully and then submit the documents as stipulated, otherwise bid will be rejected.

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

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

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

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

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

xvii) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/xls/rar/jpg/dwf formats. If there is more than one document, they can be clubbed and can be provided in the requested format. Each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than it can be reduced through zip/rar and the same can be uploaded, if permitted. Bidders Bid documents may be scanned with minimum 100 dpi with black and white option. However, if the file size is less than 1 MB the transaction uploading time will be very fast.

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

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

xx) The Bidder has to digitally sign and upload the required bid documents one by one indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall deemed be confirmation that they have read and accepted all sections and pages the bid document including General terms & conditions of contract without any exception and have understood the entire document and are clear about the requirements specified in the tender document.

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xxi) Bidder upload the stipulated documents indicated the MTF, failing which the bid will be summarily rejected.

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

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

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

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

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

xxvii) Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

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

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

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

xxxi) The Technical Bids will be opened at prescribed time and date as mentioned in the critical date sheet.

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

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

LIST OF DOCUMENTS TO BE UPLOADED IN TECHNICAL BID FOLDER/COVER:

- i. The scanned copy of RTGS/NEFT/Electronic mode acknowledgement of such deposit (in PDF Format) of proof of payment of tender processing fees & EMD.
- ii. Scanned copy (in PDF format) of Tender Application' in the prescribed format Annexure-A of the MTF, duly signed & stamped.
- iii. Scanned copy of "Format for requisite information /Particulars of Bidder" in the prescribed format **Annexure-B** of the MTF along with the supporting , duly signed & stamped.
- iv. Scanned copy of " Format for submitting the requisite details of the bidder for satisfying minimum eligibility/technical criteria " in the prescribed format **Annexure-C** of the MTF along with the supporting , duly signed & stamped.
- v. Self- attested Scanned copy (in PDF format) of Registered Deed of partnership of the firm, Registered Partnership Agreement of LLP along with Certificate of Incorporation, Memorandum & Articles of Association etc as applicable and UDYAM Registration certificate for item tendered /consultancy service(if applicable).
- vi. Self- attested scanned copy (in PDF format) of Power of Attorney in respect of Authorized signatory for signing the bids.
- vii. Scanned copy (in PDF format) of PAN card of the firm
- viii. Scanned copy (in PDF format) of GST registration of the firm
- ix. Self-attested Scanned copy of documents in support of the Minimum eligibility & other criteria stipulated in the Bid Document (in PDF format).
- x. Self- attested Scanned copy (in PDF format) of ITR & duly audited P&L account and Balance sheet of last 3 Financial Years i.e **2020-21, 2021-22 & 2022-23.**
- xi. A self-declaration that the Bidder is not under orders of debarment or blacklisted. (Refer Para 9 of Annexure A)
- xii. A self-declaration that the partners and/ or any other personnel of the entity have not been found guilty of moral turpitude or convicted of any economic offence or violation of any financial sector laws. (Refer Para 10 of Annexure A)
- xiii. A copy of cancelled cheque or bank passbook duly indicating the bank details of bidder via. Bank Account number and IFSC Code.




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

i. Price Bid (BOQ.xls as per MTF).

Note: All documents as required to be submitted needs to be digitally signed/self-attested by authorized signatory. The above list of documents are only indicative, the bidders are advised to refer to the respective Bid document clause in respect of various documents to be submitted. If the bidders fails to upload any of the document, the bid shall be summarily reject.



This annexure should be printed on the letter head of the bidder

TENDER APPLICATION

From (Full name & address of the bidder)

To,
The Chief General Manager (Fin),
Food Corporation of India,
Finance Division,
New Delhi- 110001
16-20, Barakhamba Lane,
Tel. No. 011- 43527443/011- 43527563/011- 43527606/011-43527305
E-mail: cgmfin.fci@gov.in

Dear Sir,

With reference to your e-Tender Enquiry No.....I/We submit the e-Tender under two bid system for appointment of GST consultant by Food Corporation of India , Headquarter.

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

3. I/We agree to keep the offer open for acceptance upto and inclusive of 90 days from the date of opening of Technical Bid and to the extension of the said date by 30 days in case it is so decided by FCI.

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

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

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

7. I/We hereby enclose Electronic Clearing System/RTGS/NEFT Ref No dated for Rs /-(Rupees..... only) towards Tender processing Fee.

8. I/We hereby enclose Electronic Clearing System/RTGS/NEFT Ref No dated for Rs /-(Rupees..... only) towards EMD.

[Handwritten signature]

9. I/We hereby declare that my/our firm has not been blacklisted or otherwise debarred during the last five years by the Food Corporation of India, or any other Public Sector Undertaking or any Government, or any other client.(*).

I/We hereby declare that my/our Firm was blacklisted/debarred by_____ (here give name of the client) for a period of_____, which period has expired on_____.

(Full details of the reasons for blacklisting/debarring, and the communication in this regard, should be given)(*)

(*) (strike out whatever is not applicable)

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

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

12. I/We hereby declare that the Bidder Firm, its any of the partners/ any of the Directors have not been, at any time, convicted by any court for any offence involving moral turpitude or sentenced to imprisonment for a period of three years or more.

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

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

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

Signature of authorized person

Full Name :.....

Seal:

Date:

Place:

Handwritten signature and initials in blue ink.

Annexure – B

FORMAT FOR SUBMITTING THE REQUISITE DETAILS OF THE BIDDER FOR APPOINTMENT AS GST CONSULTANT

S.No.	Particulars	Documents/Certificates to be attached
1.	Name of the Firm	<i>Entity Registration Certificate specifically mentioning registered address.</i>
2.	Address of Registered/Head office	
3.	Telephone Numbers	
4.	Email Address	
5.	Bank Details: Bank account number Bank Name & Branch IFSC Code	Copy of cancelled cheque /Passbook.
6.	PAN No.	<i>Copy of PAN</i>
7.	GST No.	<i>Copy of GST registration certificate</i>
8.	Firm Registration No.	<i>Firm Registration Certificate of proprietorship/ partnership/ LLP and Partnership deed /LLP agreement (in case of partnership/LLP).</i>
9.	Date of Constitution of Firm	
10.	No. of Partners	<i>Self-declaration on letter head with details of partners</i>
12.	No. of Branches	
13.	Address of Branch offices	Provide relevant proof of such address
14.	Receipts of the Firm /LLP (as per previous year's audited accounts)	<i>ITR & duly audited balance sheet & P&L of following F.Y. F.Y.2022-23 F.Y.2021-22 F.Y. 2020-21</i>
15.	Whether Firm has experience of providing GST Consultancy Services of minimum 3 years in any of these organization (Central PSU/State PSU/ Govt. Authority/ Autonomous body)? If yes, please specify name of clients & years. [As per S.No 1 of Ann "C"]	Provide details on letterhead along with Experience certificate from clients.

Signature of authorized person

Date
Place:

Full Name:.....
Seal:

Handwritten signature and initials

Annexure :C

FORMAT FOR SUBMITTING THE REQUISITE DETAILS OF THE BIDDER FOR SATISFYING MINIMUM ELIGIBILITY/TECHNICAL CRITERIA:

S.No.	Particulars	Documents/Certificates to be attached			
1.	<p>Minimum 10 years of experience in providing Indirect Taxes consultancy Services in any organization is mandatory out of which experience of minimum 3 years in providing GST Consultancy Services in any one of these organization (Central PSU/State PSU/ Govt. Authority/ Autonomous body) is mandatory.</p> <p>(Relevant certificate must be attached for consideration of experience.)</p>	1 Experience certificate from the respective client confirming the period and nature of assignment i.e. Indirect Taxes consultancy handled.	2 List of Entities (clients) along with period of experience as per following format :-		
		Name of entity	Central PSU/State PSU/ Govt. Authority/ Autonomous body/other	Tenure of work from dd/mm/yy to dd/mm/yy	Years
2.		<p>Whether Entity has experience of providing GST consultancy services for minimum three years in any of these organization (Central PSU/State PSU/ Govt. Authority/ Autonomous body)? If yes, please specify name. of clients & years. [As per S.No 1 of Ann "C"]</p> <p>1. Experience certificate from the respective client confirming the period and nature of assignment i.e. GST consultancy handled.</p> <p>2. List of Entities (clients) along with period of experience as per following format :-</p>			
		Name of entity	Central PSU/State PSU/ Govt. Authority/ Autonomous body	Tenure of work from dd/mm/yy to dd/mm/yy	Years

3.	The bidder should have minimum turnover of Rs. 2 Crore per annum and above during each of the last three completed financial years i.e. 2020-21, 2021-22 & 2022-23.	<ol style="list-style-type: none"> 1. ITR & Audited financial statements of the firm (Balance Sheet, Profit and Loss Account along with schedules) for last 3 (Three) completed financial years i.e. 2020-21, 2021-22 & 2022-23 2. Details of Turnover in the following <table border="1" data-bbox="1013 448 1460 795"> <thead> <tr> <th>F.Y.</th> <th>Turnover</th> </tr> </thead> <tbody> <tr> <td>2020-21</td> <td></td> </tr> <tr> <td>2021-22</td> <td></td> </tr> <tr> <td>2022-23</td> <td></td> </tr> <tr> <td>Average (Sum of Turnover of FY 2020-21, FY 2021-22, FY 2022-23)/ 3.</td> <td></td> </tr> </tbody> </table>	F.Y.	Turnover	2020-21		2021-22		2022-23		Average (Sum of Turnover of FY 2020-21, FY 2021-22, FY 2022-23)/ 3.	
F.Y.	Turnover											
2020-21												
2021-22												
2022-23												
Average (Sum of Turnover of FY 2020-21, FY 2021-22, FY 2022-23)/ 3.												
4.	The Bidder should be Proprietorship / Partnership Firm /LLP.	<ol style="list-style-type: none"> 1. Constitution Certificate issued by The Institute of Chartered Accountants of India/ The Institute of Cost Accountants of India, and 2. Certified copy of registration certificate issued by Registrar in case of LLP & copy of partnership deed in case of partnership 										
5	The designated official in position for providing consultancy to FCI should be a Chartered Accountant/ CMA and should possess 3 years of experience in providing GST Consultancy Services	A self-declaration regarding desired qualification & Experience should be provided.										
6.	The bidder should have its registered/any branch office in Delhi/NCR,	<ol style="list-style-type: none"> 1. Address proof of registered office/any other branch office of the firm in Delhi/NCR. 2. Name of full time partner heading office in Delhi/NCR. 										

Signature of authorized person

Date
Place:

Full Name:.....
Seal:

Handwritten signature and initials

PART-B

PRICE BID

(Should be uploaded in BOQ Format (excel file) only)

3/1/15
see