



ODISHA STATE CIVIL SUPPLIES CORPORATION LIMITED

NOTICE OF REQUEST FOR QUALIFICATION

ODISHA STATE PRIVATE ENTREPRENEUR GUARANTEE SCHEME, 2013

No: 3859

Dated: 26/02/2014

The Odisha State Civil Supplies Corporation Limited (OSCSC) invites applications for pre-qualification from experienced and capable applicants to undertake the development, operation and maintenance of agri-storage facilities and provision of warehousing and other ancillary services in the State of Odisha on a public-private partnership basis (**Project**). The Project involves development of agri-storage facilities with an aggregate storage capacity of 150,000 MT, spread across 60 project locations in 20 districts of Odisha. Pre-qualified applicants may be subsequently invited to submit bids for developing the agri-storage facilities at the project locations.

The detailed terms and conditions for submission of applications and pre-qualification of applicants are provided in the request for qualification (**RFQ**), which is available at the following link of the OSCSC website www.oscsc.in. Prospective applicants can download the RFQ free of cost from the OSCSC website.

Sd/-
Managing Director



**ODISHA STATE CIVIL SUPPLIES
CORPORATION LIMITED**

**Request for Qualification
for
DEVELOPMENT OF AGRI - STORAGE
FACILITIES ON PPP BASIS
IN
ODISHA**

FEBRUARY 2014

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DISCLAIMER

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

This RFQ is not an agreement and further it is neither an offer nor an invitation by OSCSC to the Applicants or any other Person. The purpose of this RFQ is to provide the Applicants with information that may be useful to them in the preparation and submission of their Applications.

This RFQ include statements which reflect various assumptions and assessments arrived at by OSCSC and its advisors for the Project. Such assumptions, assessments and statements do not purport to contain all the information that the Applicants may require. The information contained in this RFQ 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 this RFQ. The assumptions, assessments, statements and information contained in this RFQ may not be complete, accurate, adequate or correct. Each Applicant should therefore conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFQ.

The information provided in this RFQ to the Applicants 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 this RFQ.

OSCSC and its employees and advisors make no representation or warranty and will have no liability to any Person, including any Applicant, 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 this RFQ or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of this RFQ and any assessment, assumption, statement or information contained in this RFQ or deemed to form part of this RFQ or arising in any way.

It will be deemed that by submitting the Application, an Applicant 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 this RFQ and/or in connection with the 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 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 Applicant upon the content of this RFQ.

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 this RFQ.

The issue of this RFQ does not imply that OSCSC is bound to select and shortlist pre-qualified Applicants for the Bid Stage. OSCSC reserves the right to reject all or any of the Applications for any Project Location, without assigning any reasons whatsoever.

The Applicants shall bear their own costs associated with or relating to the preparation and submission of their Applications, 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 Applications. All such costs and expenses will be borne by the Applicants 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 Bid Process.

GLOSSARY

In this RFQ, unless the context otherwise requires, capitalised terms shall have the meaning given to them in the table below.

Addendum or Addenda	means an addendum or addenda to the RFQ.
Agri-Storage Facility	means a scientific storage facility for the storage of rice and other essential commodities proposed to be developed at each Project Location and Agri-Storage Facilities shall be construed accordingly.
Agri-Storage Facility In-charge	means, in respect of each Agri-Storage Facility, the OSCSC representative appointed by OSCSC for that Agri-Storage Facility in accordance with the Storage Agreement.
Applicant	means an interested Person who submits an Application to OSCSC in accordance with the provisions of this RFQ.
Application	means, for each Project Location, an application submitted by an Applicant pursuant to this RFQ, to demonstrate that it meets the eligibility criteria and the Qualification Criteria to submit a Bid for that Project Location and Applications mean collectively, all the applications submitted by the Applicants.
Application Due Date	means the last date for submission of Applications specified in Qualification Schedule, as may be extended from time to time in accordance with Clause 17.2.
Associate	means, in relation to an Applicant, a Person who Controls, or is Controlled by, or is under the common Control of such Applicant.
Bid	means, for each Project Location, a bid consisting of the Land Qualification Proposal and the Financial Proposal submitted by a Bidder for award of the Storage Agreement for that Project Location pursuant to the RFP, and Bids mean collectively, all the bids submitted by the Bidders.
Bid Process	means the two-stage bidding process undertaken by OSCSC to award the Storage Agreements to the Selected Bidder(s) for the completion, operation and maintenance of the Agri-Storage Facilities at the Project Locations and for the provision of the Services.
Bid Stage	means the second stage of the Bid Process that will commence with the issuance of the RFP to the Bidders and that will end on the date that the Storage Agreement(s) are executed with the Selected Bidder(s).

Bidder	means, for each Project Location, an Applicant that is pre-qualified in accordance with this RFQ and that is issued the RFP as contemplated by this RFQ.
BOO	means build, own and operate.
Clause	means a clause of this RFQ.
Companies Act	means the (Indian) Companies Act, 1956 and the (Indian) Companies Act, 2013, to the extent applicable.
Conflict of Interest	has the meaning ascribed to it in Clause 4.2.
Control	with respect to a Person, means: <ul style="list-style-type: none"> (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 self-help 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.
Financial Proposal	means, for each Project Location, the financial proposal to be submitted by a Bidder for the development, operation and maintenance of an Agri-Storage Facility at that Project Location and for the provision of the Services.
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; and if different for an Applicant, then the 12 month period for which such Applicant files its statutory audited accounts in the normal course of its business.
Fixed Services	means, in relation to each Project Location, the following

services to be provided by the Operator to OSCSC in accordance with the Storage Agreement:

- (a) making available the Guaranteed Tonnage for that Project Location at all times from the Operations Date until the expiry or termination of the Storage Agreement for such Project Location; and
- (b) weighing of grains and/or other essential commodities delivered to or dispatched from the Agri-Storage Facility, safe and scientific storage and preservation of the grain and/or other essential commodities, security, protection and maintenance of the Agri-Storage Facility and the grain and/or other essential commodities stored at the Agri-Storage Facility, maintaining and updating records and reports of the grain and/or other commodities delivered or dispatched and other services provided at the Agri-Storage Facility as per the monitoring system of OSCSC and obtaining and maintaining insurance for the Agri-Storage Facility, the grain and/or other essential commodities stored at the Agri-Storage Facility.

Fixed Service Charges	means, in relation to each Project Location, the service charges to be paid by OSCSC to the Operator for providing the Fixed Services.
GOO	means the Government of Odisha.
Guaranteed Tonnage	has the meaning ascribed to in Clause 1.4(c).
H&T Contractor	means a contractor engaged by OSCSC for transportation of rice grain or other essential commodities to and from an Agri-Storage Facility.
Land Qualification Criteria	means, for each Project Location, the land qualification criteria set out in Schedule 2 that the Bidder will be required to satisfy to be qualified for evaluation of its Financial Proposal for such Project Location.
Land Qualification Proposal	means, for each Project Location, the proposal to be submitted by a Bidder to demonstrate that it meets the Land Qualification Criteria, qualifying it for evaluation of its Financial Proposal for such Project Location.
LOA	means, for each Project Location, the letter of award that will be issued by OSCSC to the Selected Bidder for that Project Location in accordance with the RFP.
MT	means metric ton.

Net Worth

in case of a:

- (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 D**;
- (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;
- (c) **trust or society** means the sum of available corpus and reserves;
- (d) **partnership firm** means the sum of the partners' capital account and undistributed profits;
- (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;
- (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
- (g) **sole proprietorship** means the value of all assets minus liabilities of the proprietorship, but does not include the personal assets or liabilities of the sole proprietor.

Operations Date

means, in respect of each Project Location, the actual date of commencement of commercial operations of the Agri-Storage Facility at such Project Location, achieved in accordance with the relevant Storage Agreement.

Operator

means, for each Project Location, the Bidder declared as the Selected Bidder and who executes the Storage Agreement for the development, operation and maintenance of the Agri-Storage Facility and providing the Services at such Project Location.

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.
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).
PPP	means public-private partnership.
Project	means the development, operation and maintenance of Agri-Storage Facilities with an aggregate storage capacity of 150,000 MT, spread across 60 Project Locations in 20 districts of Odisha.
Project Locations	means the locations identified by OSCSC for setting up the Agri-Storage Facilities details of which have been provided in Schedule 1; and Project Location shall mean any one of the Project Locations.
Qualification Criteria	means the qualification criteria set out in Clause 5, that an Applicant is required to satisfy to be pre-qualified as a Bidder for each Project Location that it proposes to submit a Bid for.
Qualification Schedule	means the schedule of the Qualification Stage as set out in Clause 2.11, as may be amended from time to time.
Qualification Stage	means the first stage of the Bid Process, that will commence with the issuance of this RFQ to Applicants and that will end on the date that the Applicants who are pre-qualified are notified that they have been pre-qualified for the issuance of the RFP.
RFP	means the request for proposals to be issued to the Bidders during the Bid Stage.
RFQ	means this request for qualification dated February 2014 along with its Schedules, Annexures and includes any Addenda, if issued.
Rupee or Rs.	means Indian Rupees, the lawful currency of India.
Section	means a section of this RFQ.
Selected Bidder	means, in respect of each Project Location, the eligible Bidder

	selected by OSCSC for award of the Storage Agreement for that Project Location, following the completion of the Bid Process.
Services	means collectively the Fixed Services and the Variable Services.
Service Charges	means collectively the Fixed Service Charges and the Variable Service Charges.
Storage Agreement	means the storage agreement to be executed between OSCSC and the Selected Bidder for each Project Location. A draft of the Storage Agreement will be provided to the Bidders as a part of the RFP.
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 Applicant, means the sum of the Guaranteed Tonnages for all the Project Locations for which the Applicant has submitted an Application.
Variable Services	means, in relation to each Project Location, the following services to be provided by the Operator to OSCSC in accordance with the Storage Agreement: <ul style="list-style-type: none"> (a) unloading the bags of grain and/or other essential commodities from the delivery trucks and stacking the bags inside the Agri-Storage Facility, as directed by the Agri-Storage Facility In-charge or his representative; and (b) de-stacking the bags of grain and/or other essential commodities inside the Agri-Storage Facility and loading the bags of grain and/or other essential commodities on to the dispatch trucks, as directed by the Agri-Storage Facility In-charge or his representative.
Variable Service Charges	means, in relation to each Project Location, the service charges to be paid by OSCSC to the Operator for providing the Variable Services.
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 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 rice and other essential commodities storage facilities in Odisha. OSCSC is the nodal executing agency under the OSPEG. Accordingly, OSCSC has decided to undertake the Bid Process to select Operators to implement the Project on a BOO basis. The capacity of the Agri-Storage Facility to be built at each Project Location is set out at **Schedule 1**.

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

- (a) increase scientific storage capacity in Odisha, improve storage practices and consequently reduce storage losses due to pilferage, contamination, etc.;
- (b) 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) optimise transportation costs and time for distribution of rice and other essential commodities in Odisha;
- (d) demonstrate large scale private sector participation and mobilisation 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 Project are set out below:

- (a) The Selected Bidder for each Project Location will be required to procure the land required for developing the Agri-Storage Facility at such Project Location for which it is awarded the Storage Agreement pursuant to the Bid Process, at its own cost and risk. The land procured for the Project Location must meet the specifications set out in **Schedule 2**. If a Selected Bidder does not have ownership or leasehold rights to the land meeting the specifications set out in **Schedule 2** at the time of submission of the Bid, then such Selected Bidder shall be required to acquire land meeting the specifications for its Project Location within the period specified in the RFP.
- (b) The Selected Bidder for each Project Location will be required to design,

construct, operate and maintain the Agri-Storage Facility at such Project Location, at its own cost and risk. OSCSC will not be required to bear any design, construction and operation risk for the Project.

- (c) For each Project Location, the Selected Bidder will be required to complete the construction of Agri-Storage Facility and achieve the Operations Date within 9 months from the effective date of the Storage Agreement. Such Agri-Storage Facility will have a minimum storage capacity that is equal to the storage capacity set out in **Schedule 1** for such Project Location (the **Guaranteed Tonnage**).
- (d) The term of the Storage Agreement shall commence on the effective date and continue until the expiration of 10 years, calculated from the Target Operations Date, as specified in the Storage Agreement.
- (e) During the term, the Selected Bidder for each Project Location will be required to make the Guaranteed Tonnage for such Project Location available exclusively for OSCSC at all times from the Operations Date until the expiry or termination of the Storage Agreement for such Project Location.

The Selected Bidder for each Project Location will earn, on and from the Operations Date: (i) the Fixed Service Charges for the Fixed Services provided by the Operator; and (ii) the Variable Service Charges for the Variable Services provided by the Operator. In addition to the Fixed Service Charges and the Variable Service Charges, the GOO is also considering providing a capital subsidy to the Selected Bidder(s) for the development, operation and maintenance of the Agri-Storage Facilities at the Project Locations.

- (f) The Selected Bidder shall own and operate the Agri-Storage Facility at the 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, such Agri-Storage Facility will be owned and operated by the Selected Bidder and it will have no obligation to transfer the Agri-Storage Facility to OSCSC or make the Guaranteed Tonnage available for OSCSC.
- (g) For each Project Location, the Selected Bidder will be required to provide the Services in respect of rice grain and/or any other essential commodities delivered by OSCSC, its nominated Custom Miller, H&T Contractor or Dealer. A detailed description of the Services to be provided by the Operator will be set out in the Storage Agreement.
- (h) For each Project Location, OSCSC will:
 - (i) procure and deliver rice grain and/or other essential commodities in bags either directly or through its nominated H&T Contractor, Custom Miller or Dealer;
 - (ii) lift rice grain and/or other essential commodities either directly or through its nominated H&T Contractor or Dealer; and
 - (iii) pay the Operator for providing the Services, the Service Charges on a

monthly basis in accordance with the Storage Agreement.

- (i) Subject to the restrictions set out in the Storage Agreement, the Selected Bidder will be allowed to develop at the Project Location, with the prior written consent of OSCSC: (i) additional storage capacity (over and above the Guaranteed Tonnage) for storage of agricultural commodities received from a third party; and (ii) other value added agri-business infrastructure/facilities, including cold storage facilities, food processing facilities etc. The Selected Bidder will not be permitted to build additional storage capacity or additional facilities that adversely affect the storage and operations in respect of rice grain and/or any other essential commodities stored by OSCSC under the Storage Agreement. The excess capacity, if any, developed by the Selected Bidder will not be covered by the Guaranteed Tonnage utilisation guarantee provided by OSCSC.

1.5 OSCSC has identified 60 Project Locations. Details of the Project Locations and the storage capacity required at each Project Location are set out at **Schedule 1**.

1.6 For each Project Location, the Selected Bidder will be required to execute the Storage Agreement with OSCSC in the format to be provided by OSCSC along with the RFP.

1.7 The statements and explanations contained in this RFQ are intended to provide the Applicants with an understanding of the subject matter of this RFQ and the 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 Operator or the Services to be provided by the Operator, which will be definitively set out in the Storage Agreement; or
- (b) OSCSC's right to alter, amend, change, supplement or clarify the rights and obligations of the Operator or the scope of the Services or the terms and conditions that will be set out in the Storage Agreement in accordance with the RFP.

Consequently, any omissions, conflicts or contradictions between this RFQ and the RFP and the Storage Agreement to be issued later 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 BID PROCESS

2.1 OSCSC has adopted a two-stage Bid Process for declaration of the Selected Bidder(s) for award of the Storage Agreements for the Project Locations.

2.2 Each Applicant is permitted to submit an Application to be pre-qualified for submitting a Bid for one or more of the Project Locations set out at **Schedule 1**. If an Applicant chooses to submit an Application for more than one Project Location, then it may submit a single Application for all such Project Locations in accordance with Clause 18.2. In such Application, the Applicant should: (a) indicate, in order of preference, the Project Locations that it wishes to submit a Bid for; and (b) demonstrate the financial capacity of the Applicant to develop the Agri-Storage Facilities at all of the Project Locations that it submits an Application for.

- 2.3 At the end of the Qualification Stage, OSCSC expects to announce the list of suitable pre-qualified Applicants who shall be eligible for participation in the Bid Stage of the Bid Process.
- 2.4 In the Bid Stage, the pre-qualified Applicants (the **Bidders**) may be called upon to submit their Bids in accordance with the RFP. For each Project Location, the Bidders are required to submit a single Bid which will consist of 2 parts: (a) the Land Qualification Proposal; and (b) the Financial Proposal.
- 2.5 For each 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 whether they: (i) meet the Land Qualification Criteria for that Project Location; and (ii) continue to meet the eligibility criteria and the Qualification Criteria set out in this RFQ on the date that a Bid is submitted. The Bidders that are qualified will be eligible for evaluation of their Financial Proposals in accordance with the RFP.
 - (b) In the second and final sub-stage, the Financial Proposals of the qualified Bidders will be evaluated and compared for identifying the Selected Bidder for that Project Location.
- 2.6 The Bidder shall furnish as part of its Bid a bid security for an amount to be specified in the RFP for each Project Location for which the Bidder submits a Bid. If the Bidder does not hold ownership or leasehold rights to the proposed land for any Project Location for which it submits a Bid, then in addition to the bid security for that Project Location, the Bidder shall submit an additional bank guarantee for an amount to be specified in the RFP.
- 2.7 The Bidder is required to quote in its Financial Proposal for a Project Location, the Fixed Service Charges for the Guaranteed Tonnage for that Project Location. Generally, in respect of a Project Location, the Bidder who quotes the lowest Fixed Service Charges will be the successful Bidder for that Project Location. The Variable Service Charges will be determined and notified by OSCSC at a subsequent date.
- 2.8 OSCSC will receive Applications pursuant to this RFQ and all Applications are required to be prepared and submitted in accordance with the terms of this RFQ on or before the Application Due Date.
- 2.9 Further details of the process to be followed at the Bid Stage and the terms thereof will be spelt out in the RFP.
- 2.10 Any queries or requests for additional information concerning this RFQ 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 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
Tel: (0674) 2395391/2394956
Fax: (0674) 2395291/2390199

2.11 OSCSC shall endeavour to adhere to the following schedule for the Qualification Stage:

Sl. No.	Event	Date
1.	Issue of RFQ	February 28, 2014
2.	Stakeholder Consultation	April 2, 2014
3.	Last date for receiving queries from Applicants	April 11, 2014
4.	OSCSC response to queries latest by	April 18, 2014
5.	Issue of revised RFQ by OSCSC latest by	April 29, 2014
6.	Application Due Date	May 9, 2014 -1500hrs
7.	Opening of Applications	1530 hrs.

SECTION II
ELIGIBILITY AND QUALIFICATION CRITERIA

3. FRAUD AND CORRUPT PRACTICES

- 3.1 Applicants and their respective officers, employees, agents and advisors are required to observe the highest standards of ethics during the Bid Process. Notwithstanding anything to the contrary contained in this RFQ, OSCSC may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that an Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Bid Process.
- 3.2 Without prejudice to the rights of OSCSC under Clause 3.1 above, in the event that an Applicant 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 Bid Process, such Applicant will not be eligible to participate in any tender or request for qualification 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 Applicant 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 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 Bid Process or has dealt with matters concerning the Project 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 Bid Process); or
 - (ii) appointing or engaging in any manner whatsoever, whether during or after the 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 Project or the Bid Process, who at any time has been or is a legal, financial or technical advisor of the GOO or OSCSC on any matter concerning the Project.

For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but its assignment expired or was terminated at least 18 months prior to the date of issue of this RFQ. 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 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 Applicants with the objective of restricting or manipulating full and fair competition in the Bid Process.

4. ELIGIBILITY OF APPLICANTS

4.1 Nature of Applicant

- (a) An Applicant 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 entity.
- (b) No Person shall be entitled to form a consortium for the purposes of submitting an Application and if qualified, for participating in the Bid Stage. If any Person forms a consortium with another Person, then the Application submitted by such consortium shall be rejected and all the members of the consortium shall be disqualified.

4.2 Conflict of Interest

An Applicant shall not have a conflict of interest (**Conflict of Interest**) that affects the Bid Process. Any Applicant found to have a Conflict of Interest will be disqualified. An Applicant may be considered to have a Conflict of Interest if the Applicant:

- (a) Controls, is Controlled by or is under common Control with any of the other Applicants; 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 Applicants; or
- (c) is also a member, shareholder, trustee, manager, employee or family member of any other Applicant; or
- (d) has hired or appointed the same legal, financial or technical advisor as those hired by

any of the other Applicants; or

- (e) has a relationship with any of the other Applicants, directly or through common third parties, that puts them in a position to have access to information that may have an influence on the Application of one or more of such Applicants, or influence the decisions of OSCSC regarding the Bid Process; or
- (f) submits more than one Application for any Project Location either individually or through an Associate. This will result in the disqualification of all such Applications submitted by the Applicant 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 Project.

4.3 Other Eligibility Criteria

- (a) An Applicant that has been determined to be ineligible by the World Bank under the 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 an Application.
- (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 project or being awarded any contract and the bar subsists on the Application Due Date, such Person will not be eligible to submit an Application.
- (c) If any Person or its Associates has, in the 3 years immediately preceding the Application 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 Applicant or its Associates, as the case may be,then such Person will not be eligible to submit an Application.
- (d) Applicants will provide such evidence of their continued eligibility as OSCSC may request at any time during or after the Bid Process.

5. QUALIFICATION CRITERIA

The Applicant shall be required to meet each of the criteria specified below:

- (a) In the Financial Year ending 31 March 2014 or, if the annual accounts for the Financial Year ending 31 March 2014 are not audited, in the Financial Year ending 31 March 2013, the Applicant shall at a minimum have a Net Worth that shall be an amount calculated as follows:

$$\text{Rs. } 1,500/\text{MT} \times \text{Total Proposed Capacity}$$

The calculation of Net Worth must be based on the audited annual accounts of the Applicant for the Financial Year ending 31 March 2014 or, if the audited annual accounts for the Financial Year ending 31 March 2014 are not available, then on the audited annual accounts for the Financial Year ending 31 March 2013.

- (b) The Applicant is not affected by and has not been affected by any of the following events, conditions or circumstances in the 3years immediately preceding the Application Due Date:
- (i) the Applicant 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 or receiver;
 - (ii) the Applicant 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 Applicant 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) relate to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Applicant to provide any service or carry on any type of business or operations.

**SECTION III
INSTRUCTION TO APPLICANTS**

PART A. GENERAL

6. RFQ

- 6.1 OSCSC wishes to receive Applications for qualification in order to shortlist experienced and capable Applicants for the Bid Stage. Pre-qualified Applicants may be subsequently invited to submit Bids for award of the Storage Agreements for developing the Agri-Storage Facilities at the Project Locations.
- 6.2 If any Applicant finds any ambiguity or lack of clarity in this RFQ, the Applicant must inform OSCSC at the earliest. OSCSC will then direct the Applicants regarding the interpretation of the RFQ.
- 6.3 The Applicants may download the RFQ free of cost from the Website. OSCSC is not responsible for the completeness of the RFQ, if it is not downloaded directly from the Website.
- 6.4 This RFQ is not transferable.

7. ACKNOWLEDGEMENT BY APPLICANT

- 7.1 It shall be deemed that by submitting the Application, the Applicant has:
- (a) made a complete and careful examination of the RFQ (including all instructions, forms, terms and specifications) and any other information provided by OSCSC under this RFQ and the Applicant acknowledges that its submission of an Application that is not substantially responsive to the RFQ in every respect will be at the Applicant's risk and may result in rejection of the Application;
 - (b) received all relevant information requested from OSCSC;
 - (c) accepted the risk of inadequacy, error or mistake in the information provided in the RFQ or furnished by or on behalf of OSCSC;
 - (d) satisfied itself about all things, matters and information, necessary and required for submitting an Application;
 - (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the RFQ or ignorance of any matter in relation to the 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; and
 - (f) agreed to be bound by the undertakings provided by it under and in terms of this RFQ.

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 Bid Process and/or amend and/or supplement the Bid Process or modify the dates or other terms and conditions relating thereto;
- (b) consult with any Applicant in order to receive clarification or further information at any stage of the Bid Process;
- (c) retain any information, documents and/or evidence submitted to OSCSC by and/or on behalf of any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant;
- (e) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by OSCSC, the supplemental information sought by OSCSC for evaluation of the Application.
- (f) accept or reject an Application, annul the Bid Process and reject all Applications, at any time, without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons whatsoever to any Person, including the Applicants.

If OSCSC annuls the Bid Process and rejects all Applications, it may in its sole discretion invite fresh Applications for the Project.

8.2 If it is found during the Bid Process, at any time before signing the Storage Agreement for a 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 an Applicant or Bidder or that the Applicant or Bidder has ceased to meet them, or an Applicant or Bidder has made material misrepresentations or has given any materially incorrect or false information, then such Applicant or Bidder will be disqualified.

If such Bidder has been declared as the Selected Bidder for any Project Location or has already been issued the LOA for such Project Location or has entered into the Storage Agreement for such Project Location, the LOA or the Storage Agreement, as the case may be, shall be liable to be terminated, by a notice in writing from OSCSC to the Selected Bidder.

9. CLARIFICATIONS ON THE RFQ

9.1 If an Applicant requires any clarification on or has any query in relation to the RFQ, 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 stakeholder consultation referred

to in Clause 9.3 below. In case of any e-mail queries or clarifications, the subject of the e-mail must clearly bear the following subject: "**ODISHAAGRI- STORAGE FACILITIES PPP PROJECT: Request for Clarifications**". All queries or clarification requests should be received on or before the date mentioned in the QualificationSchedule.

- 9.2 OSCSC shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Qualification Schedule. However, OSCSC reserves the right not to respond to any query or provide any clarification, in its sole discretion.OSCSC's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on the Website.
- 9.3 All interested Persons are invited to attend the stakeholder consultation to be held by OSCSC on the date(s) and place(s) to be notified by OSCSC on the Website.Thepurpose of the stakeholder consultations will be to clarify issues and to answer questions onany matter that may be raised at that stage. During the course of the stakeholder consultations,the Applicants will be free to seek clarifications and make suggestions for considerationof OSCSC. Non-attendance at the stakeholder consultations will not be a cause fordisqualification of an Applicant.
- 9.4 OSCSC may of its own initiative, if deemed necessary, issue clarifications to all the Applicants.
- 9.5 It shall be the responsibility of the Applicants to check the Website for the response to the queries or requests for clarifications. OSCSC may, but shall not be obliged to communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
- 9.6 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.

10. AMENDMENT OF RFQ

- 10.1 Up until the date that is mentioned in the Qualification Schedule, OSCSC may, for any reason, whether at its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, amend the RFQ by issuing an Addendum.
- 10.2 All Addenda will be issued on the Website.
- 10.3 The Applicants are required to read the RFQ with any Addenda that may be issued in accordance with this Clause 10.
- 10.4 Each Addendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum.
- 10.5 Any oral statements made by OSCSC or its advisors regarding the Bid Process, the RFQ or on any other matter, shall not be considered as amending theRFQ.

11. AVAILABILITY OF INFORMATION

- 11.1 The information relating to or in connection with the Project, the Bid Process and this RFQ,

including: all notices issued by OSCSC to all Applicants in accordance with this RFQ; queries and responses or clarifications; the Addenda shall be uploaded on the Website.

11.2 All such information shall be made available for examination and review by the Applicants until the Application Due Date.

11.3 If, at any time prior to the Application Due Date, an Applicant faces any technical issue or technical error in accessing the Website, the Applicant may seek assistance from OSCSC by sending a written e-mail request to oscsc.pppstorage@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 Applicant within 7 days of receipt of such request.

12. CORRESPONDENCE WITH APPLICANTS

Save as expressly provided in this RFQ, OSCSC will not entertain any correspondence with the Applicants, whether in connection with the acceptance or rejection of their Applications or otherwise.

13. CONFIDENTIAL INFORMATION AND PROPRIETARY DATA

13.1 Proprietary Data

All documents and other information provided by OSCSC or submitted by an Applicant to OSCSC will remain or become the property of OSCSC, as the case may be. Applicants are required to treat all information provided by OSCSC in the RFQ as strictly confidential and not to use them for any purpose other than for preparation and submission of their Applications.

13.2 Confidentiality Obligations of OSCSC

OSCSC will treat all information, submitted as part of an Application 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 evaluation of Applications or the qualification of Applicants unless:

- (a) such publication is contemplated under this RFQ; or
- (b) such publication is made to any Person who is officially concerned with the Bid Process or is a retained professional advisor advising OSCSC or the Applicant on matters arising out of or concerning the Bid 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 Bid Process, this RFQ and the Applications 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 Bid Process, this RFQ and the Applications.

PART B. PREPARATION AND SUBMISSION OF APPLICATIONS

15. NUMBER OF APPLICATIONS

The Applicants must submit a single Application for pre-qualification. The Applicants may choose to submit an Application for pre-qualification to Bid for one or more of the Project Locations specified at **Schedule 1**. The Applicant must clearly identify the Project Location(s) for which it is submitting an Application.

16. LANGUAGE OF APPLICATION AND CORRESPONDENCE

16.1 The Application prepared by the Applicant and all correspondence and documents related to the Application exchanged by the Applicant and OSCSC shall be in English.

16.2 Any printed literature furnished by the Applicant 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 Application, 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.

17. APPLICATION DUE DATE

17.1 The Application shall be submitted on or before the date and time specified in the Qualification Schedule and at the place to be notified by OSCSC.

17.2 OSCSC may, at its discretion and for any reason, including to afford Applicants a reasonable time for taking an Addendum into account in preparing the Application, or to compensate for time taken by OSCSC in addressing any technical issues or errors in accessing the Website, extend the Application Due Date for all Applicants by issuing an Addendum in accordance with Clause 10, in which case all rights and obligations of OSCSC and the Applicants will thereafter be subject to the Application Due Date as extended.

18. PREPARATION AND SUBMISSION OF APPLICATIONS

18.1 The Application submitted by an Applicant shall comprise the following:

- (a) application letter in the form set out in **Annexure A**.
- (b) an authority letter in the form set out in **Annexure B**. If the Applicant is a sole proprietor or an individual then it shall not be required to provide the authority letter.
- (c) the statement of financial capacity of the Applicant in the form set out in **Annexure C**;
- (d) a certificate issued by the statutory auditor/a practicing chartered accountant of the Applicant, in the form set out in **Annexure D**, certifying the Net Worth and solvency of the Applicant;
- (e) duly certified copy of the certificate of incorporation and the memorandum and the articles of association of the Applicant, 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 Applicant the status of a legal entity in case the Applicant is not a body corporate, individual or sole proprietor;
- (f) if applicable, duly certified copy of the Applicant's duly audited balance sheet, annual report and profit and loss account for the Financial Year ending 31 March 2014 or, if the audited annual accounts for the Financial Year ending 31 March 2014 are not available, then duly audited balance sheet, annual report and profit and loss account for the Financial Year ending 31 March 2013; and
- (g) if the Applicant is a sole proprietor or an individual, duly audited copy of the Applicant's balance sheet, profit and loss account, auditor's report and income tax returns for the Financial Year ending 31 March 2014 or, if tax returns have not been filed by the Applicant for the Financial Year ending 31 March 2014, then for the Financial Year ending 31 March 2013.

18.2 If an Applicant chooses to submit an Application to be pre-qualified to submit a Bid for more than one Project Location, then the Applicant may submit a single Application, provided that the Application should: (a) clearly indicate, in order of preference, the Project Locations that it wishes to submit a Bid for; and (b) demonstrate the financial capacity of the Applicant to develop the Agri-Storage Facilities at all the Project Locations that it proposes to submit Bids for.

19. CURRENCIES OF APPLICATION

All amounts in the Applications should be stated in Rupees.

20. SIGNING OF APPLICATION

20.1 Each Application must be typed or written in indelible ink and should be physically signed by the Applicant or its authorised signatory. The name and position held by the Person signing the Application must be typed or printed below the signature.

20.2 All pages of the Application must be physically initialled by the Applicant or its authorized

signatory. If any printed and published documents are being submitted, only the cover and the last page shall be initialled.

21. MARKING, SEALING AND SUBMISSION OF APPLICATION

- 21.1 Each Applicant shall submit one original of the Application and one copy of the Application. The original shall be labelled "ORIGINAL" and the copy shall be labelled "COPY". In the event of any discrepancy between the original and the copy, the original will prevail.
- 21.2 The Application shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the Applicant or its authorized signatory. Any interlineations, erasures, or overwriting will be valid only if they are signed by the Applicant or its authorized signatory.
- 21.3 The Application (including all of the documents listed at Clause 18.1 above) shall be duly sealed in an envelope, which shall be super-scribed as follows:

**"ODISHA STORAGE FACILITIES PPP PROJECT
APPLICATION FOR PRE-QUALIFICATION
DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE"**

- 21.4 The sealed envelope containing the Application shall clearly indicate the name, address and contact details of the Applicant. If the envelope is not sealed, marked and submitted as instructed above, OSCSC assumes no responsibility for the misplacement or premature opening of the contents of the Application and consequent losses, if any, suffered by the Applicant.
- 21.5 The Application shall either be hand delivered or sent by registered post acknowledgement due or speed post or courier to the address below:

*Attention: Managing Director,
Odisha State Civil Supplies Corporation Limited,
C/2 Nayapalli,
Bhubaneswar,
Odisha 751012,
Bhubaneswar, Odisha*

Please note that an Application submitted by an Applicant to any address other than the above mentioned address will not be considered for evaluation.

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

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

22. SUBSTITUTION/ WITHDRAWAL OF APPLICATIONS

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

Applicant on or after the specified time on the Application Due Date.

- 22.2 The substitution or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 21, with the envelopes being additionally marked "SUBSTITUTION" or "WITHDRAWAL", as appropriate.
- 22.3 Any alteration/modification in the Application or additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by OSCSC, shall be disregarded.
- 22.4 If OSCSC receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.
- 22.5 If OSCSC receives a withdrawal notice before the specified time on the Application Due Date, then OSCSC shall return the Application to such Applicant unopened.

PART C. OPENING AND EVALUATION OF APPLICATIONS

23. OPENING OF APPLICATIONS

- 23.1 OSCSC shall open only those Applications that are submitted on or before the specified time on the Application Due Date. If any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.
- 23.2 OSCSC shall open the Applications for each Project Location at the time and on the date specified in Qualification Schedule at the following address:

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

The Applications shall be opened in the presence of the Applicants whose designated representatives choose to be present.

- 23.3 The names of all Applicants who have submitted Applications for each Project Location will be read out, and such other details OSCSC, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.
- 23.4 OSCSC will prepare a record of the opening of the Applications for each Project Location that will include, as a minimum, the names of the Applicants from whom Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.
- 23.5 Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are pre-qualified to participate in the Bid Stage. The procedure for evaluation of the Applications is set out at Clause 24.

23.6 Applicants are advised that the pre-qualification of Applicants will be entirely at the discretion of OSCSC. Applicants will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bid Process or selection will be given.

23.7 Any information contained in an Application will not in any manner be construed as binding on OSCSC, its agents, successors or assigns; but will be binding on the Applicant, if the Applicant is pre-qualified to participate in the Bid Stage on the basis of such information.

24. DETERMINATION OF RESPONSIVENESS AND EVALUATION OF APPLICATIONS

24.1 The Applications will first be evaluated to determine responsiveness to the RFQ. An Application shall be considered responsive only if:

- (a) the Application and all documents specified in Clause 18.1 are received in the prescribed formats;
- (b) the Application is received by the Application Due Date;
- (c) it is signed, sealed and marked as stipulated in Clause 21;
- (d) it contains all the information and documents (complete in all respects) as requested in this RFQ; and
- (e) it does not contain any condition or qualification.

24.2 OSCSC shall then evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria set out at Clause 4 and Clause 5 respectively.

For the avoidance of doubt, it is clarified that if an Applicant submits an Application to be pre-qualified to submit a Bid for more than one Project Location, but meets the Qualification Criteria for one or more but not all of the Project Locations that it submits an Application for, then such Applicant shall only be pre-qualified for the Project Locations in respect of which it meets the Qualification Criteria, which Project Locations shall be determined in accordance with the order of preference indicated by the Applicant in its Application. The Applicant shall not be qualified to submit a Bid for the Project Locations in respect of which the Applicant does not meet the Qualification Criteria.

24.3 In order to determine whether the Applicant satisfies the eligibility criteria and the Qualification Criteria, OSCSC will examine the documentary evidence of the Applicant's eligibility and qualifications submitted by the Applicant and any additional information which OSCSC receives from the Applicant.

25. CLARIFICATION ON APPLICATIONS

25.1 To facilitate evaluation of the Applications, OSCSC may, in its sole discretion, seek clarifications and/or any additional information from any Applicant regarding its Application. 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 an Applicant that is not in response to a request by OSCSC will not be considered.

- 25.2 If an Applicant does not provide clarifications and/or any additional information sought under Clause 25.1 within the prescribed time, its Application may be liable for rejection. If the Application is not rejected, OSCSC may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of OSCSC.

PART D. QUALIFICATION AND BIDDING

26. QUALIFICATION AND NOTIFICATION

After the completion of evaluation of the Applications for each Project Location, OSCSC will notify the pre-qualified Applicants on the date specified in the Qualification Schedule, who will be eligible for participation in the Bid Stage. The Authority will not entertain any query or clarification from Applicants who fail to qualify.

27. Submission of Bids

- 27.1 OSCSC shall issue the RFP to and invite only the pre-qualified Applicants to submit their Bids for award of the Storage Agreements for the Project Locations for which such Applicants are pre-qualified in the form and manner to be set out in the RFP.
- 27.2 OSCSC may provide a comparatively short time span for submission of the Bids for award of the Storage Agreements for the Project Locations. The Applicants are therefore advised to visit the Project Locations for which they are submitting an Application and familiarize themselves with the Project by the time of submission of the Application. No extension of time is likely to be considered for submission of Bids pursuant to invitation that may be issued by OSCSC.

**SCHEDULE 1
PROJECT LOCATIONS**

District (A)	Project Location (Block) (B)	Guaranteed Tonnage (MT) (C)
Angul	Kaniha Block - Within 5 km radius of Karnapal Gram Panchayat	2500
	Pallahara Block - Within 5 km radius of Block Headquarter	2500
Balasore	Soro Block - Within 5 km radius of Block Headquarter	2500
	Baliapal Block - Within 5 km radius of Block Headquarter	2500
	Jaleswar Block - Within 5 km radius of Block Headquarter	2500
Bhadrak	Chandbali Block - Within 5 km radius of Block Headquarter	2500
	Basudevpur Block - Within 5 km radius of Block Headquarter	2500
Cuttack	Narshinghpur Block - Within 5 km radius of Block Headquarter	2500
	Salipur Block - Within 5 km radius of Block Headquarter	2500
	Tigiria Block - Within 5 km radius of Block Headquarter	2500
Dhenkanal	Kamakhyanagar Block - Within 5 km radius of Block Headquarter	2500
	Hindol Block - Within 5 km radius of Block Headquarter	2500
	Parjanga Block - Within 5 km radius of Block Headquarter	2500
	Kankadahad Block - Within 5 km radius of Block Headquarter	2500
Gajapati	Mohana Block - Within 5 km radius of Block Headquarter	2500
	Kasinagar Block - Within 5 km radius of Block Headquarter	2500
	Udayagiri Block - Within 5 km radius of Block Headquarter	2500
	Paralakhemundi Block - Within 5 km radius of Block Headquarter	2500
Ganjam	Bhanjanagar Block - Within 5 km radius of Block Headquarter	2500
	Khalikote Block - Within 5 km radius of Block Headquarter	2500
	Hinjlicut Block - Within 5 km radius of Block Headquarter	2500
	Rangeilunda Block - Within 5 km radius of Block Headquarter	2500
	Patrapur Block - Within 5 km radius of Block Headquarter	2500
	Sorada Block - Within 5 km radius of Block Headquarter	2500
Jagatsinghpur	Balikuda Block - Within 5 km radius of Block Headquarter	2500

District (A)	Project Location (Block) (B)	Guaranteed Tonnage (MT) (C)
Jharsuguda	Lakhanpur Block - Within 5 km radius of Block Headquarter	2500
	Laikera Block - Within 5 km radius of Block Headquarter	2500
Kandhamal	Tumudibandh Block - Within 5 km radius of Block Headquarter	2500
	Daringbadi Block - Within 5 km radius of Block Headquarter	2500
	Tikabali Block - Within 5 km radius of Block Headquarter	2500
Kendrapada	Aul Block - Within 5 km radius of Block Headquarter	2500
Keonjhar	Champua Block - Within 5 km radius of Block Headquarter	2500
	Banspal Block - Within 5 km radius of Kanjipani Gram Panchayat	2500
	Harichandanpur Block - Within 5 km radius of Block Headquarter	2500
Koraput	Laxmipur Block - Within 5 km radius of Block Headquarter	2500
	Baipariguda Block - Within 5 km radius of Block Headquarter	2500
	Narayanapatna Block - Within 5 km radius of Block Headquarter	2500
	Koraput Block - Within 5 km radius of Block Headquarter	2500
	Kotpad Block - Within 5 km radius of Block Headquarter	2500
	Lamptaput Block - Within 5 km radius of Block Headquarter	2500
Malkangiri	Kalimela Block - Within 5 km radius of Block Headquarter	2500
	Khairput Block - Within 5 km radius of Block Headquarter	2500
	Podia Block - Within 5 km radius of Block Headquarter	2500
Mayurbhanj	Betnoti Block - Within 5 km radius of Block Headquarter	2500
	Morada Block - Within 5 km radius of Block Headquarter	2500
	Bangiriposi Block - Within 5 km radius of Block Headquarter	2500
	Bisoi Block - Within 5 km radius of Block Headquarter	2500
	Jashipur Block - Within 5 km radius of Block Headquarter	2500
	Sukruli Block - Within 5 km radius of Block Headquarter	2500
Nawarangapur	Jharigaon Block - Within 5 km radius of Block Headquarter	2500
Puri	Krushnaprasad Block - Within 5 km radius of Block Headquarter	2500

District (A)	Project Location (Block) (B)	Guaranteed Tonnage (MT) (C)
Rayagada	Kasipur Block - Within 5 km radius of Block Headquarter	2500
	Bisam Cuttack Block - Within 5 km radius of Block Headquarter	2500
	Gudari Block - Within 5 km radius of Block Headquarter	2500
Sambalpur	Kuchinda Block - Within 5 km radius of Block Headquarter	2500
	Rairakhol Block - Within 5 km radius of Block Headquarter	2500
Sundargarh	Koira Block - Within 5 km radius of Block Headquarter	2500
	Hemgiri Block - Within 5 km radius of Block Headquarter	2500
	Balishankara Block - Within 5 km radius of Block Headquarter	2500
	Kuarmunda Block - Within 5 km radius of Block Headquarter	2500

SCHEDULE 2

LAND REQUIREMENTS

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 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 5 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 APPLICATION LETTER**

To,

Dated:

*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*

Sub: **APPLICATION FOR QUALIFICATION FOR ODISHA STORAGE FACILITIES
PPP PROJECT
Location(s): [●]¹**

Dear Sir,

With reference to your RFQ document dated February 2014, I/we, [*insert name of Applicant*], having examined the RFQ,[the Addenda issued in accordance with Clause 10]and other information provided by OSCSC and having understood their contents, hereby submit our Application. The Application is unconditional and unqualified.

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

Serial Number (in descending order of preference)	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 Application.
4. I/We acknowledge the right of OSCSC to reject our Application 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 pre-qualify any Applicant 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 represent, warrant and undertake that:
 - (a) I/We have examined and have no reservations to the RFQ and do not seek any deviations to the RFQ, 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 RFQ, in respect of the Bid Process.
 - (c) I/We am/are submitting this Application 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 RFQ that affects the 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 RFQ, 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 Application in accordance with the RFQ. 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 Application.

7. I/We understand that OSCSC may cancel the Bid Process or exercise any of its other rights under Clause 8 of the RFQ at any time, without incurring any liability to the Applicants. In no case, I/we shall have any claim or right against OSCSC if my/our Application is not opened or I/we are not pre-qualified to bid for the award of Storage Agreement.
8. I/We believe that we satisfy the Qualification Criteria and the eligibility criteria and meet all the requirements as specified in the RFQ and are qualified to submit an Application.
9. I/We declare that I/we or my/our Associates are not submitting a separate Application for the same Project Location(s).
10. I/We undertake that in case due to any change in facts or circumstances during the Bid Process, we attract the provisions of disqualification in terms of the provisions of this RFQ, we shall intimate OSCSC of the same immediately.
11. I/We am/are submitting with this Application, the documents that are required to be submitted in accordance with the RFQ.
12. 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 qualification or question any decision taken by OSCSC in connection with the evaluation of Applications, pre-qualification of Applicants, declaration of the Selected Bidder(s), or in connection with the Bid Process itself, in respect of the 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.
13. I/We agree and undertake to abide by all the terms and conditions of the RFQ and the Addenda.
14. I/We have studied the RFQ, the Addenda issued in accordance with Clause 10 of the RFQ and all the information carefully. We understand that except to the extent as expressly set forth in the RFQ, 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 Bid Process including the award of the Storage Agreement.
15. This Bid Process, the RFQ and the Application 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 Bid Process.
16. Capitalized terms which are not defined herein will have the same meaning ascribed to them in the RFQ.

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

Yours faithfully,

Dated this [insert date] day of [insert month] 2014

[signature]

In the capacity of
[position]

Duly authorized to sign this Application for and on behalf of
[insert name of Applicant]

ANNEX 1
DETAILS OF APPLICANT

1. (a) Name:
(b) Country of incorporation (if applicable):
(c) Principal Address:
(d) Date of incorporation and/or commencement of business (if applicable):
2. Brief description of the Applicant including details of its main lines of business:[*Note. Such description shall not exceed 5 type-written pages.*]
3. Details of individual(s) who will serve as the point of contact/communication for OSCSC:
 - (a) Name:
 - (b) Designation (if applicable):
 - (c) Address:
 - (d) Telephone Number:
 - (e) e-mail Address:
 - (f) Fax Number:
4. Particulars of the Authorised Signatory of the Applicant [*Note: These details need to be provided if the Applicant is not an individual or sole proprietor*]:
 - (a) Name:
 - (b) Designation (if applicable):
 - (c) Address:
 - (d) Phone Number:
 - (e) e-mail address:
 - (f) Fax Number:

ANNEXUREB
FORMAT OF AUTHORITY LETTER

[On the letterhead of the Applicant]

From

[Name of GM/Chairman/MD of Applicant]
[insert designation]
[Name of Applicant]
[Address of Applicant]

Date: [insert date] 2014

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

[Insert name of the Applicant and registered office address] wishes to submit an application for pre-qualification in response to the RFQ dated February 2014 issued by the Odisha State Civil Supplies Corporation (OSCSC) for pre-qualification of applicants for the development of Agri-Storage Facilities in Odisha.

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

Mr./Ms. [insert name] is hereby authorized to act on behalf of [insert name of Applicant] and do all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Application for pre-qualification for the development of the Agri-Storage Facility(ies), including but not limited to: signing and submission of our Application and other documents and writings, providing information or responses to queries received from OSCSC, representing us in all matters before OSCSC, signing and submission of our Application and generally dealing with OSCSC in all matters in connection with or relating to or arising out of our Application.

I, acting on behalf of [insert name of Applicant], 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 Applicant*].

Yours' sincerely,

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

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

Accepted by

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

[*Name, Title and Address of the Authorized Signatory*]

Instructions to Applicants:

- (1) *If the Applicant is a sole proprietor or an individual then it shall not be required to provide the authority letter.*

- (2) *The Applicant should submit with the Application 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/MD to make decisions on behalf of the Applicant.*

ANNEXURE C
FINANCIAL CAPACITY OF THE APPLICANT

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

Instructions to Applicants:

- (1) *The Applicant shall attach a duly certified copy of the Applicant's duly audited balance sheet, annual report and profit and loss account for the Financial Year ending on 31 March 2014 or, if the annual accounts for the Financial Year ending 31 March 2014 are not audited, then for the Financial Year ending 31 March 2013. Such financial statement shall:*
 - (a) *reflect the financial situation of the Applicant;*
 - (b) *be audited by its statutory auditor (if the Applicant is required to appoint an auditor under a statute) or a practicing chartered accountant (if the Applicant is not required to appoint a statutory auditor); and*
 - (c) *be complete, including all notes to the financial statements.*
- (2) *If the Applicant is a sole proprietor or an individual, the Applicant shall attach a duly audited copy of the Applicant's balance sheet, profit and loss account, auditor's report and income tax returns for the Financial Year ending 31 March 2014 or, if tax returns have not been filed by the Applicant for the Financial Year ending 31 March 2014, then for the Financial Year ending 31 March 2013.*
- (3) *The Applicant 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.*
- (4) *For the purpose of this Statement of Financial Capacity, the Applicant is required to state its Net Worth based on the methodology specified in the definition of "Net Worth" in the RFQ.*

ANNEXURE D
CERTIFICATE FROM THE STATUTORY AUDITOR OR PRACTICING CHARTERED
ACCOUNTANT

[On the letter head of the statutory auditor/practicing chartered accountant of the Applicant]

From

[Name of Statutory Auditor/Practicing Chartered Accountant]
[insert designation]
[Name of Auditor/CA]
[Address of Auditor/CA]

Date: *[insert date]* 2014

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: Application for Pre-Qualification submitted by *[insert name of Applicant]* for Development, Operation and Maintenance of Agri-Storage Facilities on PPP Basis in Odisha

I/We, *[insert name of statutory auditor/practicing chartered accountant]*, am/are registered as a practicing chartered accountant under the laws of India and am/are licensed to undertake audits of financial statements.

[Insert name of Applicant] (the **Applicant**) has appointed me/us as its statutory auditor/chartered accountant on *[insert date]*.

Based on the books of accounts of the Applicant and other published information, I/we do hereby certify that:

- (a) As on *[insert date]*, the Applicant's Net Worth for the Financial Year ended 31 March 2013 is Rs. *[insert amount]* (Rupees *[insert amount in words]*). The Net Worth of the Applicant has been calculated in accordance with the terms of the RFQ issued by OSCSC on *[insert date]* 2014.
- (b) The Applicant is not and in or prior to the Financial Year ended 31 March 2013, has not:
 - (i) been or is 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 or receiver;

- (ii) been or being declared by a court or other competent authority as being unable to pay its debts, or made or making any composition or arrangements with creditors or had or having the repayment of its debts suspended;
- (iii) been or being 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) relate to any act of fraud or dishonesty for which a fine, penalty, damages, compensation or other payment was levied against the Applicant or any of its directors, partners, trustees, officers or managers; or
 - (B) resulted in the permanent or temporary suspension of the rights of the Applicant to provide any service or carry on any type of business or operations.

Name of the audit/chartered accountancy firm:

Seal of the audit/chartered accountancy firm:

Signature:

Name:

Membership Number:

Designation:

Date: