



ODISHA STATE AGRICULTURAL MARKETING BOARD

Plot No.1800(P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar
Ph. No.0674-2351311, Fax : 0674-2351310, Email : osamboard99@yahoo.com, Website : osamboard.org

Letter No : 1998/Engr. 68/2022

Dated : 21.7.2022

To

The Director,
Information & Public Relation Department,
Odisha, Bhubaneswar.

Sub: Publication of RFP notice for selection of Agency for setting up well ventilated Onion Storage Godowns at RMC level.

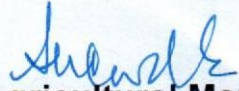
Sir,

Enclosed, please find herewith the material containing RFP notice in English for selection of Agency to set up well ventilated onion storage godowns at Regulated Market Committee in the State of Odisha.

It is requested that, the RFP notice may be published in at least two leading Odia Dailies & in two reputed National English News papers preferably 'The Times of India' & 'Indian Express' (All India Edition) on or before 22.07.2022 for wide circulation of information.

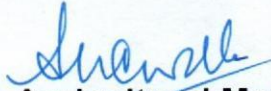
Encl:- Soft copy of the RFP Notice

Yours faithfully,


Director, Agricultural Marketing
cum- Member Secretary
OSAM Board, Bhubaneswar

Memo No. 1999 Dt. 21.7.2022

Copy along with copy of enclosures forwarded to IT Cell of Co-operation Department to upload the RFP notice in the website <https://coop.odisha.gov.in>


Director, Agricultural Marketing
cum- Member Secretary
OSAM Board, Bhubaneswar

**REQUEST FOR PROPOSALS FOR SETTING UP WELL VENTILATED
ONION STORAGE GODOWN AT RMC LEVEL**

**GENERAL MANAGER ,
ODISHA STATE AGRICULTURAL MARKETING BOARD,
BHUBANESWAR**

Phone: (0674) - 2351311 / 2351316

E-mail: osamboard99@yahoo.com

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RFP DOCUMENT FOR CONSTRUCTION OF WELL VENTILATED ONION STORAGE GODOWN AT RMC LEVEL

Disclaimer & Confidentiality

This RFP Document has been prepared by **General Manager, Odisha State Agricultural Marketing Board, herein after called “Authority”** solely for the purpose of providing information to potential bidders.

The information contained in this RFP document (the “**RFP**”) or subsequently provided to Bidder(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of General Manager, Odisha State Agricultural Marketing Board or any of their employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by **Authority** to prospective Bidder/s. The purpose of this RFP is to provide interested bidders with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexure/attachments/ amendments and obtain independent advice from appropriate sources. **Authority** assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Bidders should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas and permits. While the information in this document has been prepared in good faith and with due care, no representations or warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Authority, its advisors, officers, employees, subcontractors and agents shall not be liable to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. “**OSAM Board**”, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment,

assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

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

Authority may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. **Authority** may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

Authority reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that **Authority** is bound to select any Bidder or to appoint the successful bidder as the Operating Agency for operating and managing the IPH on lease basis. Authority reserves the right to reject all or any of the Bidder/s or Bids without assigning any reason whatsoever. The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by **Authority** or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and **Authority** shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

CONFIDENTIALITY

The Bidder must keep strictly all confidential information and will not, without the authority's express written authorization, signed by one of the authorized officer, use or sell, market or disclose, share to any other party for any purpose.

The obligation of the parties to perform the effort identified in this document between the parties in accordance with the term and conditions contained therein.

LETTER OF INVITATION

ODISHA STATE AGRICULTURAL MARKETING BOARD,

At/Po-, Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar
Ph. No.0674-2351311, Fax: 0674-2351316, Email: osamboard99@yahoo.com Ph.No-0674-2391831

RFP No. 2000

Dt. 21. 07 .2022

Name of the Assignment

Selection of Agency for setting up Onion Storage Godown at Regulated Market Committee (RMC) of the State of Odisha level.

- i. Odisha State Agricultural Marketing Board (OSAM Board) invite sealed Proposal from eligible bidders/consortiums for selection of Agency for “ Setting up Well Ventilate Onion Godown at Regulated Market Committee (RMC) of the State of Odisha” more details on the proposed assignment are provided in Terms of Reference (TOR) of this RFP document to fulfil the long demand of farmers to store their Onion products for marketing in order to stoppage wastage and fetch more money.
- ii. An Agency will be selected under **Least Cost Selection (LCS)** procedure as prescribed in the RFP document in accordance with the policies and procedures accompanying the Guidelines of Finance Department, Government of Odisha for engagement of consultant. Circulated vide OM No. 37323 / F Dt. 30.11.2018 of Finance Department, Government of Odisha.
- iii. The Bid / proposal completes in all respect as specified in the RFP Document must accompanied with a non-refundable amount of Rs. 11,800/- (Rupees Eleven thousand eight hundred only) including GST towards Bid Processing Fee in the form of Demand Draft in favour of Odisha State Agricultural Marketing Board, Odisha payable at Bhubaneswar drawn in any scheduled Commercial Bank and a “Bid Security Declaration” towards Bid Security, failing which the bid will be rejected.
- iv. The proposal must be delivered at the specified address as per the Bidder Data Sheet by Speed Post / Registered Post / Courier only. The Authority shall not be other made will be rejected.
- v. The last date and time for submission of Proposal Complete in all respect is **Date 22.08.2022 by 05.00 PM** and the Opening of the Technical Proposal is **Date 23.08.2022 at 11.00 AM** in the presence of the representative of the Bidder at the specified address as mentioned in the Bidder Data Sheet. Representatives of the Bidder may attend the meeting with due authorization letter on behalf of the Bidder.
- vi. The RFP includes following clauses:
 - a. Disclaimer and Confidentiality
 - b. Letter of Invitation
 - c. Bidder Datasheet
 - d. Instruction to Bidder
 - e. Key clauses of Agreement

- f. Project Facility with Site & Layout Plan(Annexure - I & II)
 - g. Specifications & Allied Technical Details of the Project Facility
 - h. Technical Proposal
 - i. Financial Proposal
 - j. Annexure (Bid submission Check List and Performance Bank Guarantee Format and any other relevant assignment related material needs to be provided.
- vii. While all information / data given in the RFP are accurate within the consideration of Scope of the Proposed assignment to the best knowledge of the OSAM Board's knowledge, the OSAM Board holds no responsibility for accuracy of information and it is the responsibility of the bidder to check the validity of information / data included in this document. The OSAM Board reserves the right to accept / reject any / all proposal / terminate the entire selection process at any stage without assigning any reason thereof.

Sd/-

General Manager

Bidder Data Sheet

	Activity	Description
1	Title of the Request of proposal (RFP)	Selection of Agency for Construction of Well Ventilated Onion Godown at RMC level
2	Broad scope of service	Construction of Well Ventilated Onion Godown at RMC level
3	Project facility & site	At selected RMCs as per list enclosed. (Approximately cost 11.00 Crore)
4	Contact details	General Manager, ODISHA STATE AGRICULTURAL MARKETING BOARD. At/Po-, Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar
5	Selection Mode	Least Cost Selection (LCS)
6	Bid/ RFP Document Fee(Non-refundable)	Rs.11,800/- (inclusive of 18% GST) in form of Demand Draft drawn in favor of the Odisha State Agricultural Marketing Board, Odisha payable at Bhubaneswar
7	Submission of Proposal	Bidder shall be required to submit their Proposal through Registered Post or Speed Post as per instructions in the RFP Document on or before the end of date and time for proposal submission i.e. Dt. 22.08.2022 by 5.00 PM to the following address: ODISHA STATE AGRICULTURAL MARKETING BOARD At/Po-, Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar The Authority will not be responsible for any postal delay/any consequences in receiving of the proposal. Any Proposal/Bid received after the deadline of submission, will be out-rightly rejected.
8	Issue of RFP	Dt. 22.07.2022
9	Downloading the RFP Document	Bidders can download the complete RFP Document from : https://coop.odisha.gov.in
10	Site Visit	Bidders are advised to prepare and submit their respective proposals only after visiting the site and validating project information. Prospective bidders may make a visit to the site for necessary assessment for the purpose of Bid preparation. The site visit will be facilitated by Authority from Dt27.07.2022 to Dt. 30.07.2022 for the prospective bidders. The details of the Authorized person, who is to be contacted during office hour to provide guidance for facilitating for this purpose are given below: Name & Designation: Sri Bipin Kumar Mallick (A.E.E.) Contact No: 91-9437156427 E-mail

		Id: osamboard99@yahoo.com
11	Pre-bidding Meeting	Dt. 03.08.2022 at 3.00 PM in the office of Odisha State Agricultural Marketing Board. For this purpose, Bidders may contact the General Manager, Odisha State Agricultural Marketing Board. Bidders may also confirm their participation in the pre-bid meeting by sending their queries in respect of the RFP Document as per the prescribed format to the e-mail at osamboard99@yahoo.com by the deadline as specified in the RFP Document
12	Last Date and time of sending the pre-bid-queries	Dt. 01.08.2022 by 3.00 PM
13	Authority's response to queries	Dt. 06.08.2022 by 5.00 PM Response to all queries shall be uploaded in the e.-mail ID: cooperationodisha@gmail.com to name of the Bidder
14	Last date and time for submission of Bid (Bid due date)	Dt. 22.08.2022 by 05.00 PM Bidders are requested to refer Clause 1.6 for details
15	Date of Opening of Technical Bid	Date: 23.08.2022 Time: 11.00 AM in the office of Odisha State Agricultural Marketing Board. At/Po-, Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar The Technical Bids shall be opened in presence of the authorized representatives of the bidders, who wish to be present at the venue at that time. Bidders are requested to refer Clause 1.8
16	Date of Opening of Financial Bid	Date and Time to be communicated later. Financial Bids of technically qualified bidders will only be opened in presence of the authorized representatives of Bidders. Bidders are requested to refer Clause 1.9.2
17	Letter of Award (LoA) to selected Bidder	Within 10 days from the date of publication of name of selected bidder in the Notice Board of Odisha State Agricultural Marketing Board.
18	Bid Security	Bid submitted shall be accompanied by a "Bid Security declaration". Proposal should necessarily be accompanied by Bid Security Declaration as per FD OM No. 8484, dt.05.04.2022 (Form 3).
19	Performance Security	Selected Bidder must submit Performance Security in shape of Bank Guarantee of 3 % of the contract value from its existing

		Bank Account with any scheduled National Bank operating in Odisha or from a new Bank account opened with any scheduled Nationalized Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and the Performance Security should be valid at least for a period of 6 months following the expiry of the Contract. Bidders are requested to refer Clause No. 1.13 for details.
20	Validity of Proposal	The bids shall be valid for period of 90 (Ninety) Days from the Due Date of Bid Submission. The bid validity period may be extended on mutual consent.
21	Language(S) of the submitted proposal	English
22	Financial Proposal by Bidder	Indian Rupees (INR)
23	Selection Criteria for Qualification Eligibility	<ol style="list-style-type: none"> 1. Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or Society or Registered License Contractor (A Class & above). 2. The bidder should have minimum three years' experience in setting up of Onion storage Godown. 3. Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower. 4. The Bidder should have a minimum average annual turnover of Rs.5.00 Cr. in case of FPO/ FPC/ Society & in case of Registered License Contractor (A class & above) / Company / Partnership Firm the annual turnover should have minimum Rs.30.00 crores in the last three financial years as per the audited statement. 5. The Bidder should not have less than a net worth of Rs.5.00 Cr. in case of FPO/ FPC/ Society & in case of / Partnership Firm / Company it should be Rs.15.00 crores to be certified by a Chartered Accountant as on the RFP issue date. 6. Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company. 7. The Bidder shall be ineligible if: <ol style="list-style-type: none"> i. He/It has been convicted for an offence involving moral turpitude in the last five years; or ii. Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; 9. Further the bidder is required to provide details of

		<p>proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.</p> <p>10. Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.</p> <p>11. Bidder should be an assesses under Income Tax Act</p> <p>12. Bidder should be an assesses under GST Act</p>
24	Bidding Process	<p>The aim of the bidding process is to select the most preferred and best suited Agency in terms of technical and commercial aspects as per the terms herein. The selection process is mentioned below follows:</p> <p>a. Technical Bid: Capability of the Bidder to undertake the contract would be assessed based on Qualification cum Technical criteria mentioned in this RFP document.</p> <p>b. Financial Bid: The Financial bid of the bidders qualifying as per Qualification cum Technical criteria shall be opened for comparison.</p>
25	Taxes & Levies	The financial proposal / bid shall be submitted exclusive of applicable GST, however, applicable GST shall be paid separately.
26	Evaluation Criteria for Technical	Bidder are requested to refer Clauses 1.2.5
27	Signing of Agreement	Agreement shall be signed between concerned RMC and Successful Bidder incorporating terms and conditions of the tender within 15 days.
28	Sub contract	The Agency is not permitted to sublet or subcontract the facility for use of any party other than for itself.

SECTION-1

1. Instruction to the Bidders

1.1 Project Introduction

Onion is one of the most important vegetable and spice crop grown widely in India and consumed all the year round. Onion has many medicinal values and is common in Indian Cooking. India ranks second in area and production of onion next to China but its productivity is very low. One of the main reasons for its low productivity is low skill and knowledge of farmers about appropriate technologies on production and lack of adequate and appropriate storage facility is one the major constraint which enforce distress sale on farmers.

Onion bulb is a bulky commodity which responds strongly to its prevailing environment and thus needs proper storage. It is one of the few versatile vegetable crops that can be kept for a fairly long period and can safely withstand the hazards of rough handling including long distance transport. Onion is one of the major commodities which are affected by the poor post-harvest infrastructure and management. Onion storage is the crucial issue in the supply chain handling activities of onion. Unavailability of the scientific storage structures at the farmers level as well a cluster level disturb the supply side and which has immediate impact on the demand side. Therefore, a value chain intervention in onion through construction of storage structure at production zone through farmer producer companies via 'Public-Private partnership' is the appropriate strategy.

1.2 General Information

1.2.1 Scope of Tender

1. The Odisha State Agricultural Marketing Board hereinafter referred as the Authority invites sealed Bids from eligible bidder to setup Well Ventilated Onion Godown through RMC level (Selected locations as per copy enclosed) as the client. Agreement shall be signed between respective RMC and successful L1 bidder.
2. The bidders are required to familiarize themselves with the site conditions as well as surroundings and take them into account while preparing their proposals.
3. Documents / Formats needs to be submitted along with Technical Proposal

The Bidder /consortiums of bidders/contractor have to furnish the following documents dully signed in along with their Technical Proposal

- a. Filled in Bid Submission Check List in original

- b. Covering Letter (Tech –I) on bidders letter head requesting to participate in the selection process
- c. Bid Processing Fees and Bid security declaration.
- d. Copy of Certificate of incorporation / registration duly self attested
- e. PAN Card copy
- f. Goods and Services Tax Identification Number (GSTIN)
- g. Copy of IT Returns for the last 3 assessment year
- h. General details of the Bidder (Tech -2)
- i. Financial details of the Bidder (Tech -3) along with all supportive documents as applicable duly signed as per instruction
- j. Power of Attorney (Tech-4) in favour of the person to signing the bid on behalf of the bidder/ consortiums.
- k. List of completed assignment of similar nature (Past experience details (Tech-5) along with copies of contracts / work order / completion certificate for previous clients
- l. Undertaking for not having been black listed by any Central / State Government / any other autonomous body / national or international organization in past 3 years
- m. Self declaration regarding conflict of interest and relatives in the authority / client organization (Tech – 6)

Bidder should submit the required supportive document as mentioned above. Bids not containing to the eligibility criteria and non-submission of required documents as listed above will lead to rejection of the bid. Submission of forged document will also result in rejection of bid.

1.2.2 **Authority and Reporting Officer**

For the purpose of this RFP, the Authority shall mean “The Odisha State Agricultural Marketing Board for the proposed service. In this context, the General Manager, OSAM Board is the Reporting Officer.

1.2.3 **Contacting the Authority**

Unless specifically requested by Authority for a clarification, no Bidder shall contact the Authority on any matter relating to its Bid, from the time of the Qualification Bid opening to the time the Contract /Agreement is executed with the Successful Bidder.

Before opening and evaluation of the Technical Proposals each Bidder/ consortiums will be assessed based on the following prequalification criteria. The Bidder/ consortiums of bidders is requested to produce the copies of the required supportive documents / information as part of their Technical Proposal failing which the proposal will be rejected.

1.2.4 **Contract for consultants services:-**

Contract terms & conditions for the agreement on setting up onion storage structures will be circulated at the time of pre-bid meeting.

1.2.5 **Eligibility Criteria (Documentary Proof to be attached)**

Criteria	Description	Required Supporting Document
Technical Criteria		
1	Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or Society or Registered License Contractor.	Certificate of incorporation / partnership deed under appropriate Act/Society Act , Companies Act / Contractor license (A Class and above).
2	The bidder should have track record of providing of 3 years experience in Construction of Onion Godowns from the date of incorporation on the last submission of the proposed with Five Crore project cost..	<ul style="list-style-type: none"> Copies of clearly certifying the years of experience in such type of contract/ document / completion certificate from competent authority.
3	Bidder must have requisite and adequate qualified Technical and Non- Technical Manpower for Construction of Godown	List of such qualified Technical and Non-Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO (or equivalent) of the Institution.
4	Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company	Self-declaration in shape of Affidavit from a Notary in form T5.
5	Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of Affidavit from Notary (Form-T6) should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.
6	The bidder should be an assessee under Income Tax Act and Goods and Services Tax Act	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years

7	<p>The Bidder may preferably have:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Registration under labour law <input type="checkbox"/> Registration with Employee's Provident fund Organization 	<p>Copy of</p> <ul style="list-style-type: none"> • Registration document of labour law • Registration of Employee's Provident fund Organization certificate
Financial Criteria		
8	<p>The Bidder should have a minimum average annual turnover of Rs.5.00 Cr. in the case of FPO/ FPC/ Society / & in case of Registered License Contractor / Partnership Firm it should have Rs.30.00 crore in the last three financial years as per the audited statement.</p>	<ol style="list-style-type: none"> 1. Copy of last three years audited balance sheet and profit and loss account. 2. Certificate from the Statutory Auditor or chartered accountant certifying:
9	<p>The Bidder should not have less than a net worth of Rs.5.00 Cr. in the case of FPO/ FPC/ Society. and Rs.15.00 cr. in the case of Companies / partnership firm to be certified by a Chartered Accountant as on the RFP issue date.</p>	<p>Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.</p>
10	<p>Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.</p>	<p>Certificate(s) from all the Bankers/FIs from where the Bidder has availed any Loan/credit facility</p>
11	<p>Bidder/ consortiums shall furnish an affirmative statement as to the existence of any potential conflict of interest on the part of the bidder due to prior / current or proposed agreement engagement with client.</p>	<p>Self declaration from the Bidder in the prescribed form.</p>
12	<p>In case of consortiums bidders / contractor the members shall submit a power of attorney in favour of the representative.</p>	<p>Copy of power of attorney</p>
13	<p>Self Declaration that the Bidder/ consortiums have no relative in this organization.</p>	<p>Self Declaration</p>

Notes:

1. All the bidders are required to make a presentation before a Committee (to be constituted for this purpose) about their Institution; experience including set up Onion Godown, Pack House, Cold Storage, Cold chamber or warehouse. It may be noted that this presentation will also form a critical basis for Technical Evaluation. In addition, bidders are required to submit both soft copy and minimum three hard copies of the Presentation to the Committee immediately after opening of Technical bids.
2. The Authority reserves the right to verify the claims made by the bidder and to carry out the capacity assessment of the bidder and the Authority's decision shall be final in this regard.
3. The technically qualified bidder whose offer comes lowest would be the preferred bidder for awarding the contract as per scope of work mentioned in this document. However, the decision of the Authority will be final in view of competitiveness and strength of bidders.
4. The Authority reserves the right to reject the financial bids in case of receipt of low bid.
5. The Authority reserves the right to reduce the eligibility criteria or qualification marks for Technical Evaluation in case of receipt of less number of qualified bids and the Authority's decision shall be final in this regard.

1.2.5 Technical Evaluation

The eligible bidders would be further evaluated for short-listing based on the following technical score weightage.

Sl. No	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	Past Experience of the Bidder	30	
1.1	Experience of Bidder in Set up Godown and Pack House (in number of years on the RFP issue date)	(Maximum 10 Mark)	
		i. 3 to 5 years	5
		ii. 5 to 10 years	7
		iii. More than 10 years	10
1.2	Experience of having minimum annual turnover from set up Onion Godown and Pack House at least once in last three financial years ending March 2022.	(Maximum 20 Marks)	
		i. Bidders having prescribed annual turnover from Godown / Warehouse / Pack House = 10 marks ii. For each additional 5 lakh annual turnover = 2 marks (maximum 10 points)	10
	Financial Strength of the Bidder	25	
2.1	Average Annual turnover during the last three financial years as on 31.03.2022 in Set up Godown and Pack House.	(Maximum 15 Marks)	
		i. Bidders having prescribed turnover as per the RFP = 10 Marks ii. For each additional turnover of Rs. 50 lakh = 1 mark (Maximum 5 marks)	15
2.2	Net worth of the bidder as on the RFP issue date	(Maximum 10 Marks)	
		i. Bidders having prescribed Minimum Net Worth as per RFP=5 Marks ii. For each additional Net Worth of Rs. 50 lakh = 1 Mark (Maximum 5 marks)	10

3	Qualified Manpower with the Bidder for Set up Godown and Pack House.		10
4	Registrations of the bidder		10
4.1	Registration under labour law		2
4.2	Registration with Employee's Provident fund Organization		2
4.3	Employee State Insurance Registration		1
5	Bidder's Proposal: Understanding of TOR, Business plan, Operation Strategy, Expertise		5
6	Technical Presentation. Covering: about the organization, for Set up Godown / Onion storage structures and Construction of Ware house/ Pack House.		20
	Total		100

- (i). The total score obtained by the bidder above shall be the technical score (T) of the bidder.
- (ii). Applicants should satisfy basic criteria of experience and other requirements as mentioned in pre-qualification criteria. Applicants should score at least 70 marks for being considered for opening of financial bid. The financial offers of unsuccessful applicants will be returned without opening.
- (iii). Please note that the Technical presentation mentioned in the table above shall be a power-point presentation to be made by the bidders in front of the committee. The date, time and venue for the design is mentioned in the Bid Data Sheet.
 - a) Financial Evaluation (Stage 3):The financial proposals of the bidders qualifying the technical evaluation (2nd Stage) only shall be opened at this stage in the presence of the bidder's representative who wishes to attend the meeting with proper authorization letter. The name of the bidder along with the quoted financial price will be announced during the meeting.

1.1. Evaluation Process

Least Cost Selection process (LCS) method will be followed during the overall process. Minimum qualifying marks to qualify the Technical Proposal will be 70 out of 100.

Financial proposals are then opened for only eligible and responsive offers and are given a cost-score based on relative ranking of prices, with 100 for the lowest and pro-rated lower marks for higher priced offers.

For each Technical Proposal, the total points that can be awarded for each Bidder are 100, and the minimum technical score (T) that a Bidder requires to qualify for evaluation of the Financial Proposal is 70.

The lowest financial proposal shall be marked as the First Ranked Applicant while the next lowest proposal shall be marked as Second Ranked Applicant and so on.

The Selected Applicant shall be the First Ranked Applicant. The Second and third Ranked Applicant shall be kept in reserve and may be invited for negotiations in case the first ranked Applicant withdraws or fails to comply with the requirements specified in the RFP document.

For the purpose of evaluation, the rates quoted by the bidder shall be inclusive of all taxes & duties (except GST which shall be paid extra at prevalent rates by the client).

1.2.6 Proposal Preparation Cost/Cost of Bidding

Bidder shall be responsible for bearing all costs and expenses associated with the preparation of its proposal, submission of its Bid and participating in the bidding process. Authority shall not be responsible or any way be liable for such costs and expenses, regardless of the conduct or outcome of the Bidding Process.

1.2.7 Project Inspection and Site visit

The Bidder at his own risk and responsibility can visit the project site and examine the site conditions, location, surroundings, climate, availability of power, water and other utilities, access to site, handling and storage of materials, weather data, applicable laws and regulations, market conditions and any other matter/obtain all information that may be considered relevant and necessary for preparation and submission of the Bid. Any disputes regarding the above shall not be entertained later. The costs of visiting the site shall be borne by the bidder. The Authority shall not be liable for such costs on this account regardless of the outcome of the bidding process.

1.2.8 Due Diligence

Bidder is expected to examine all instructions, forms, terms and specifications in the tender. The Bid should be precise, complete and in the prescribed format as per the requirement(s) of the RFP. Failure to furnish all information required as per this RFP or submission of a Bid not responsive to the RFP in every respect will be at the Bidder's risk and may result in rejection of the Bid.

1.2.9 Only One Proposal

Each bidder will submit only one proposal. Alternative bid is not allowed.

1.2.10 RFP Document Fee

The cost of the RFP document **Rs.11,800/- (Rupees Eleven Thousand Eight Hundred only)** shall be payable in the form of a Demand Draft drawn in favour of "General Manager, Odisha State Agricultural Marketing Board" payable at Bhubaneswar. This Demand Draft towards cost of Bid/RFP document shall be Non-Refundable and has to be submitted along with the Bid.

1.2.11 Taxes

- (a) The financial proposal /bid shall be exclusive of applicable Goods & Services Tax (GST).
- (b) Operating Agency has to take care of all GST, stamp duty for registration, electricity bill, water supply, waste management, charges and levies for obtaining various certificates and their renewal related to operation of the IPH including statutory compliance for the employees as per prevailing rules & labour laws.

1.3 Bidding Instructions

1.3.1 Brief Description of Bidding Process

The proposal/bid against the RFP would be completed through single stage two envelope systems:

A. Request for Proposal (RFP) –

RFP comprises of following two parts as briefed below:

a. Part 1: Technical Proposal/Bid

- i. The Technical Bid of bidders will be evaluated for compliance with the eligibility criteria and further technical evaluation as defined in the RFP. The bidders fulfilling the eligibility criteria and technical evaluation conditions shall be considered as technically

qualified. These technically qualified bidders would only be considered for Financial Proposal evaluation.

ii. Bidders are requested to refer Clause 1.2.4 & 1.2.5

b. Part 2: Financial Proposal/Bid

i. Financial Proposal of technically qualified bidders (based on technical proposal and technical evaluation as indicated above) will only be opened and evaluated.

ii. Bidders quoting lowest undervalue among the technically qualified bidders shall be selected as successful bidder.

iii. Bidders are requested to refer Clauses 1.3.8 & Section-6.

B. Proposal validity shall be as per duration specified in Clause 1.16

1.3.1.1 During the Bidding Process, the bidder will be requested to submit their Proposals pursuant to this RFP in accordance with the terms set forth in this RFP, all the Volumes, Appendices and Addenda thereof issued by “**Authority**” as part of this Bidding Process (collectively the "Bidding Documents"), as modified, altered, amended and clarified from time to time by Authority. All Proposals shall be prepared and submitted in accordance with such terms. There should not be any overwriting allowed in the Financial Bid.

1.3.1.2 Authority reserves the right to reject the proposal which does not meet the requirement of the selection process. Any further extension of the proposal validity period shall be with the consent of the bidders. Further details of the process to be followed during the Bidding Process and the terms thereof are spelt out in this RFP.

1.3.2 Special Instructions for Preparation of Proposal

i. **Language** :The proposal/Bid prepared by the Bidder, as well as all supporting documents relating to the Bid and all correspondences exchanged by the Bidder and Odisha State Agricultural Marketing Board shall be written in English language only.

ii. **Currency** :Bidders shall express the price of their Financial Proposal in India Rupees (INR) only. In addition, all amounts payable shall be in Indian National Rupees (INR) only.

iii. All Bidders are required to submit their proposal in accordance with the guidelines set forth in this RFP. In order to promote consistency among proposals and minimize potential misunderstandings regarding interpretation of proposals by Authority, the format in which bidders have to specify the fundamental aspects of their Proposal have been outlined in this RFP.

- iv. The technical proposal shall contain no interlineations or overwriting, except as necessary to correct errors made by Bidder. Any such corrections, interlineations or overwriting must be initialed by the Authorised Representative of the bidder. There should not be any overwriting in the financial bid. Authority's decisions in this regard will be final.
- v. In preparing their Proposal, bidders are expected to examine in detail all the documents comprising the RFP. Material deficiencies in providing the information requested may result in rejection of a Proposal. While preparing the Technical Proposal, Bidders must give particular attention to the following:
 - a. The bidder must physically visit the project location to have a clear understanding of the proposed facilities and the nature of services required and its technical and financial implications.
 - b. While making the proposal, the bidder must ensure that they provide all the information as sought for by the Authority, failing which the proposal shall be considered as non-responsive.
 - c. The Bidder shall also submit, along with their Proposal, a copy of this RFP bearing the initials of the Authorized Signatory of the Bidder and stamp of the entity thereof on each page of these documents i.e. RFP. This shall indicate that the Bidder agrees to abide by all terms & conditions as specified in the RFP.
- vi. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - a. made a complete and careful examination of terms and conditions / requirements and other information as set forth in this RFP document;
 - b. received all such relevant information as it has been requested from Authority;
and
 - c. made a complete and careful examination of the various aspects of the Project.
- vii. No change in or supplementary information to a Proposal shall be accepted after the Bid Due Date. However, Authority reserves the right to seek additional information from the Bidders, if found necessary, during the course of evaluation of the Proposal. In case of non- submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority, the Proposal would be evaluated solely on the basis of available information.

- viii. Authority shall not be liable for any mistake or error or neglect by Bidder in respect of the above.
- ix. Authority reserves the right to reject any or all proposals without assigning any reason(s) whatsoever.
- x. Authority also reserves the right to terminate the Bidding Process at its discretion under intimation to the Bidders submitting the Proposals, without assigning any reason(s) for the same.
- xi. Authority reserves the right to verify any or all information furnished by the Bidder.
- xii. Notwithstanding anything stated in this RFP, if any claim made or information provided by the Bidder in the Proposal or any information provided by the Bidder in response to any subsequent query by Authority, is found to be incorrect or is a material misrepresentation of facts, then the Proposal will be liable for rejection.
- xiii. The Bidder shall be responsible for all costs associated with the preparation of the Proposal. Authority shall not be responsible in any way for such costs, regardless of the conduct or outcome of the Bidding Process.

1.3.3 Authentication of Bid

Copy of the Bid shall preferably be printed through computer and shall be signed by a person duly authorized by the Bidder in this behalf by way of a Power of Attorney/ authorization of bidder's signatory duly executed by the Bidder in the format set forth in Form-T4 (if applicable) hereto. The person signing the bid shall initial all pages of the bid. Attested copy of Resolution to participate in the Bid by Board or Management Committee in case of a company or Society/Co-operative Society respectively must be enclosed.

1.3.4 Submission of Queries

Any queries or request for additional information concerning this RFP shall be submitted by email within the timeline as provided in the Bidder Data Sheet, to the designated authority as provided here under:

Contact Person: General Manager, Odisha State Agricultural Marketing Board

Contact Number: Phone No.0674-2351311 / 2351316

Email for communication: osamboard99@yahoo.com

The email subject / communication shall clearly bear the title as "Queries / Request for Clarification: "Set up Well Ventilated Onion Godown".

The Bidder shall mention the name of firm and contact details of their representative on the envelope/email while sending queries:

The queries should necessarily be submitted in the following format:

RFP Document Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Point of Clarification
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Any requests for clarifications after the bid submission date shall not be entertained.

1.3.5 Clarification and Amendment of RFP document

On the basis of the inputs provided by Bidders during Pre-bid meeting and any further discussions with any/all interested parties, which the Authority may hold at its own discretion; Authority may amend the RFP document. The clarifications to the list of queries along with addendums, if any, will be uploaded on the websites as mentioned in the Bidder Data Sheet of this RFP in the form of Pre-Bid Clarification. Each such clarification shall be the part of the RFP document.

At any time prior to the deadline for submission of bid, Authority may, for any reason, whether at its own initiative or in response to clarifications requested by one or more of the interested parties, modify the RFP document by way of issuance of an "Addendum".

1.3.6 Bidder's submission in support of Eligibility

Bidder shall submit the signed checklist for eligibility criteria as per Form-T2 along with requisite documents as indicated in the clause 1.2.4 (Eligibility Criteria)

Procedure for submission of the proposal is described below as "Technical Proposal" for proposed Setting up Well Ventilated Onion Godown at RMC Level of State of Odisha"

1.3.7 Submission for Technical Proposal

Bidders are required to submit Technical Proposal/Bid as per the prescribed format as provided in Section-5 of the RFP Document. Submission of wrong form of technical proposal will result in the rejection of the bid. The Technical Proposal shall provide the information indicated in the following para using the attached Standard Forms as per Section 5.

The following Forms need to be submitted along with the technical proposal:

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Financial Capacity of Bidder with reference to Turnover to be certified by the Statutory Auditor or Chartered Accountant	
Form T4	Power of Attorney	
Form T5	Copy of Self-declaration in shape of Affidavit from Notary for not being black-listed by any Govt. Agency Undertaking in the last 5 years.	
Form T6	Copy of Self-declaration in shape of Affidavit from Notary that: i) He/She/It has not been convicted for an offence involving moral turpitude in the last five years; or ii) Charge filed for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary; Further the bidder is required to provide details of proceedings pending against it as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
Form T7	Anti-Collusion Certificate	
	A detailed write-up by the Bidder ,i.e, Understanding the Scope, Business Plan, Expertise and construction of Godown	
Form T8	Description of approach, methodology and work plan to undertake the assignment	
Form T9	Format of Curriculum Vitae (CV) for Proposed Key Professional	
Form T10	Proposed work plan to carry out the assignment	

NOTE: In addition, the Bidder shall enclose copies of Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

1.3.8 **Submission for Financial Proposal** (Original + 1 copy)

The envelope containing Financial Proposal shall be sealed and superscripted as “Financial Proposal – for Setting up Well Ventilated Onion Godown at RMC’s level of the State of Odisha” (Soft copy in word form in pen drive)

- i. The Financial Proposal shall be prepared using the specified Standard Form-F1 as per (Section 6).
- ii. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- iii. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- iv. The financial proposal shall be in the form of lump-sum amount (in the form of Tender Value quoted in INR to be paid to Odisha State Agricultural Marketing Board.

4. **Preparation and Submission of Bids**

1.4.1 **Preparation of Bids**

- a. Bidders should take into account all clarifications / corrigendum(s) / addendums to the RFP document published before preparation and submission of their proposals.
- b. Bidders should go through the RFP Document carefully to understand the requirements to be submitted as part of the bid. Please note the number of covers/packets in which the bids have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.4.2 **Submission of Bids**

The bids shall be submitted through **SPEED POST / REGISTERED POST** under two cover system i.e., viz., Technical Proposal/Bid (Cover-I) and Financial Proposal/Bid (Cover-II). All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before submission. The proposals submitted through Telegram/Fax/email / any other mode shall not be considered and will be out rightly rejected. No correspondence will be entertained in this matter.

1. Cover - I Technical Bid :

i. RFP Document Fee and Bid Security as applicable.

ii. The documents as specified in clause 1.2.4 of this RFP are to be self-attested (wherever applicable) and furnished by the Bidder (i.e. checklist and Form T1 to T10) and other documents, for which no specific format have been devised.

iii. Signed copy of the RFP.

iv. All required documents

2. Cover – II Financial Bid:

The format-F1 as specified in Section-6 of this RFP has to be furnished by the Bidder.

1.5 Modifications/ Withdrawal of Proposals/Bids

Bids, once submitted can neither be modified nor withdrawn in the interval between the deadline for submission of bid (Bid Due Date) and the expiration of the bid validity period.

1.6 Last Date of Submission of Bid

The Bids must be received at the specified address, latest by the **Bid Due Date** for submission of Bids specified in Bidder Data Sheet. In the event of the specified date which is stipulated as the **Bid Due Date** is declared as a holiday, the Bids will be received up to the appointed time on the next working day.

1.7 Late Bids

Any Bid received after the **Bid Due Date** prescribed by Authority will be summarily rejected and returned unopened to the Bidder. Authority shall not be held responsible for any postal delay or non-receipt / non-delivery of any documents. No further correspondence in this regard shall be entertained by the Authority.

1.8 Opening of Proposal

The Authority reserves the right to reject any Proposal which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal/Bid)

The documents in Cover I submitted by respective bidders will be opened in the office of OSAM Board on the date and time stipulated in the “Bidder Data Sheet”, processed & scrutinized to determine Non- Responsive Proposals. Prior to evaluation of Proposals, Authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- i. is received by the proposal due date pursuant to point 14 of the Bidder Data Sheet,
- ii. is submitted in accordance with Clause 1.4.2,
- iii. is accompanied by the Power of Attorney as specified in Form- T4, as applicable,
- iv. accompanied by Bid Processing Fee and Bid Security as applicable,
- v. contains all the information as requested in the RFP;
- vi. all pages of the Proposal be chronologically numbered irrespective of their contents and be signed by bidder or by the Authorized representative of Bidder,
- vii. contains information in the forms specified in this RFP; and fulfills the conditions of eligibility,
- viii. Proposal validity is as prescribed in the RFP,
- ix. Technical proposal does not contain any financial information.
- x. Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification or withdrawal shall be entertained by the Authority in respect of such Proposals.
- xi. Authority would subsequently examine and evaluate Proposals in accordance with the selection process specified at Point. 21 and 23 of “Bidder Data Sheet and the criteria & bid Evaluation parameters as set out in Clause 1.2.4 and 1.2.5 of this RFP.

Stage 2 : Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of technically qualified Bidder(s) in terms of Clause 1.2.4 and 1.2.5 for opening of their Financial Proposals/Bids. Authority will not entertain any query or clarification from Bidder(s), who fail to qualify at any stage of the Selection Process.

The financial evaluation would be carried out in terms of Clause 1.9.2

1.9 Evaluation of Proposal

1.9.1 Technical Evaluation

The Technical Proposal of bidders will be opened in presence of the authorised representative of the bidders, who choose to remain present and be evaluated for compliance with the qualification criteria as defined in clause 1.2.4 of the RFP. The technically qualified bidders as per clause 1.2.5 would only be considered for evaluation of Financial Proposal/Bids.

1.9.2 **Financial Evaluation and Selection of Bidder**

Financial Proposal of technically qualified bidders (as indicated in clause 1.9.1) will only be opened and evaluated. Bidders quoting Lowest Tender Value (as per Form F1) among technically qualified bidders shall be considered as the “**Selected Bidder**”.

1.9.3 **Further Information**

Authority retains the right to ask for any further information, document or clarification that may be required from the Bidder for and during the evaluation purposes.

1.9.4 **Authority’s Right to acceptance any Proposal and to reject any proposal**

Authority will accept a Proposal/Bid, which will be best suited in terms of technical, commercial and economical aspects. The decision of the Authority shall be final on these aspects. The Authority also reserves following rights without any kind of liability or any obligation to inform the affected Bidder(s) of the ground of action for Authority’s action.

- a. To accept or reject any or part of any RFP or all the tenders without assigning any reason thereof.
- b. Not to accept the lowest tender or assign reasons for not accepting the lowest RFP.
- c. Not to proceed ahead in the RFP or bidding process without assigning any reason thereof at any stage.

1.10 **Letter of Award**

After selection of the bidder, it shall be published in the Notice Board of Odisha State Agricultural Marketing Board within 7 days of selection and a Letter of Award (the “LOA”) shall be issued in duplicate by the Authority to the Selected Bidder within next 10 days and the Selected Bidder shall, within 7 (seven) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof, which may also be extended through email in addition to offline mode of acceptance of communication to avoid delay. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, consequently, the next eligible Bidders in the order of L2 and L3 may be considered for issue of LOA at the discretion of the Authority.

1.11 **Implementation Process and Contract Period**

The date on which the Agreement will be signed between “Authority” and Selected Bidder will be identified as the ‘Commencement Date’;

1.11.1 Mobilization Period

The Agency will be granted a 10 calendar days from the date of signing the Agreement to mobilize the resources as per the requirements stated in this RFP. The date on which the mobilization period gets completed or 10 days from the signing of Lease Agreement, whichever is earlier, will be identified as the 'Effective Date'.

1.11.2 Contract Negotiation:

Contract negotiation, if required will be held at a date, time and address as intimated to the selected bidder/s. The bidder will, as a pre-requisite for attendance at the negotiations, confirm availability of all the proposed staff for the assignment. Representative conducting negotiations on behalf of the bidder must have written authority to negotiate and conclude a contract. Negotiation will be performed covering technical and financial aspects, if any and availability of proposed professionals etc.

1.11.3 Award of Contract:

After completion of the contract negotiation stage, the Client will notify the successful bidder in writing by issuing an offer letter for signing the contract and promptly notifying all other bidders about the result of the selection process. The successful bidders will be asked to sign the contract after fulfilling all formalities within 15 days of issuance of the offer letter. After signing of the contract, no variation or modification of the terms of the contract shall be made except by written amendment signed by both the parties. The contract will be valid for **<Nos.> months** from the date of effectiveness of the contract and will be extended on mutual consent. ***Sub-contracting / outsourcing of any form shall not be allowed for any activities under this RFP.***

1.13 Performance Security

- 1.13.1 Within 7 days of receipt of the Letter of Acceptance, the selected Bidder shall deliver to the Authority, a Performance Security for an amount @ 3% of contract value in favour of "General Manager, Odisha State Agricultural Marketing Board from its existing Bank Account with any scheduled Nationalized Bank operating in Odisha or from a new Bank account opened with any scheduled Nationalized Bank operating in Odisha (in case it does not have an existing Bank Account in Odisha) and the Performance Security should be valid at least for a period of 3 months following the expiry of the Contract Period. Failure of the successful Bidder to comply with the requirements of Sub- clause 1.13 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security.
- 1.13.2 The performance security is intended to secure the performance of entire Contract/ Agreement. Further, the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document/Agreement.

1.13.3 Should the contract period, for whatever reason is extended, the Operating Agency, shall at his own cost, get the validity period of Bank Guarantee in respect of Performance Security furnished by him extended and shall furnish the extended / revised Bank Guarantee to the Authority before the expiry date of the Bank Guarantee originally furnished.

1.13.4 **Appropriation of Performance Security**

Performance Security submitted by the Executing Agency shall be forfeited, if the Executing Agency fails to commence operations as per the requirements of this RFP.

In the event the Executing Agency fails to perform any or all of its obligations under the proposed Lease Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Operating Agency.

Upon occurrence of an “Executing Agency Default” or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such Executing Agency Default or failure to meet any Condition Precedent.

Upon such appropriation from the Performance Security, the Executing Agency shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the Executing Agency shall be entitled to an additional Cure Period of 15 (fifteen) days for remedying the Executing Agency Default or to meet any Condition Precedent, and in the event of the Executing Agency not curing its default or fails to meet such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages and to terminate this Agreement.

Upon default in payment of any yearly lease rent (to be paid in advance for 2nd year and onwards within 7 days before expiry of each year of operation during the entire lease period starting from the “Effective date”) along with applicable taxes and interest thereon beyond three months, the agreement shall stand cancelled and the performance security shall stand forfeited.

1.13.5 **Release of Performance Security**

Performance Security submitted, will be returned to the Agency subject to the Authority's right to receive or recover, appropriate amounts, if any, due without any interest within 90 days after completion of Contract.

1.14 **Bid Security**

1.14.1 Proposal should necessarily be accompanied by Bid Security Declaration. Proposal should necessarily be accompanied by Bid Security Declaration as per FD OM No.8484, dt.05.04.2022 (Form 3).

1.14.2 Tenders without Bid Security declaration are liable to be rejected.

1.14.3 The Bid Security shall be forfeited by Authority in the following events:

- a. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
- b. if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the bidder turns out to be misleading or untrue in any material respect;
- c. If the Proposal is varied or modified in a manner not acceptable to Authority after opening of proposal during the validity period or any extension thereof.
- d. If the bidder tries to influence the Authority during the evaluation process.
- e. In the case of Selected Bidder, fails within the specified time limit -
 - i. to accept the LoA; and
 - ii. to furnish the Performance Security; and
 - iii. to sign and execute the Agreement.
 - iv. in case the Selected Bidder commits any breach prior to furnishing the Performance Security or prior to execution of the Agreement.

1.14 **Power of Attorney**

The Bidder should submit a Power of Attorney in the format specified at Form-T4 of Section 5 authorizing the signatory of the Proposal to commit the Bid.

1.15 **Proposal Validity**

Bids shall remain valid for a period of **90** days from due date of bid submission as mentioned in the Bidder Data Sheet. During this period, bidders shall ensure the availability of Authorized Representative nominated in the Proposal and also the financial proposal shall remain unchanged. The Authority will make its best effort to complete the selection process within this period. Authority reserves the right to reject a Bid as non-responsive, if such Bid is valid for a period, which is less than period specified and Authority shall not be liable to send an intimation of any such rejection to such Bidder. Bidders are requested to refer “Bidder Data Sheet” for applicable duration validity.

1.16 **Extension of Period of Validity**

In exceptional circumstances, Authority may solicit bidder’s consent for an extension of the period of Bid validity. Any such request by Authority and the response thereto shall be made in writing and such extension of Bid validity period by the Bidder should be unconditional. A Bidder may refuse Authority’s request for such extension without forfeiting the Bid Security. A Bidder accepting the request of General Manager, Odisha State Agricultural Marketing Board shall not be permitted to modify its Bid.

1.17 **Conflict of Interest**

Bidders and any of their affiliates shall be considered to have a conflict of interest and shall not be eligible for selection as Operational Agency under any of the circumstances set forth below:

- a. **Conflicting Assignment:** A bidder or any of its affiliates shall not be engaged for any Assignment that, by its nature, may be in conflict with this Assignment of the bidder to be executed for the same Employer. However, this will be limited to affiliates in India.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority’s staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. Supervision of the Contract may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.18 Corrupt or Fraudulent Practices by the Bidder

Anti-corruption Measure:

- a. Any effort by Bidder(s) to influence the Client in the evaluation and ranking of financial proposals, and recommendation for award of contract, will result in the rejection of the proposal.
- b. A recommendation for award of Contract shall be rejected if it is determined that the recommended bidder has directly, or through an agent, engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the contract in question. In such cases, the Client shall blacklist the bidder either indefinitely or for a stated period of time, disqualifying it from participating in any related bidding process for the said period.

1.19 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Bid Security, at Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form- T7 under Section 5 of the RFP document.

1.20 Confidentiality :

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use by any Consultant of confidential information related to the process may result in rejection of its proposal and may be subject to the provisions of the Client's antifraud and corruption policy. During the execution of the assignment except with prior written consent of the Client, the consultant or its personnel shall not at any time communicate to any person or entity any confidential information acquired in the course of the contract

SECTION-2

2.1 **Sub-Contracting**

The Agency shall itself perform its obligations under this arrangement and shall not assign or transfer or sub-contract any of portion of work, its rights and obligations under this agreement to any third party without the prior written permission from competent Authority in case of emergency requirements.

2.2 **Existing Structure and Surroundings of the Facility**

The Agency shall have to ensure that any activity of the Agency in the Project Facility during the contract Period does not cause any damage to existing surrounding structure, assets or people. The cost / compensation for any such damages caused by the Agency directly / indirectly or due to negligence shall have to be borne by the Agency.

2.3. **Termination Clause**

The Authority shall have the right to terminate the contract at any stage without giving any notice, in case competent authority is satisfied that the Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. However, the contract or agreement can be terminated by both Odisha State Agricultural Marketing Board and the Executing Agency by serving 180 days' notice on the other. In case the termination notice is served to the Executing Agency, it has to observe the standard procedure for a proper handover of infrastructure and other assets to Odisha State Agricultural Marketing Board.

2.5.1 **Events of Default and Termination**

2.5.2 **Event of Default**

Event of Default means the “Executing Agency Event of Default” or the “Authority Event of Default” or both as the context may admit or require.

2.5.3 **Executing Agency Event of Default**

Any of the following events shall constitute an event of default by the Executing Agency ("Executing Agency Event of Default") unless such event has occurred as a result of Authority Event of Default or a Force Majeure Event;

1. Executing Agency has obtained the contract by indulging in fraud, cheating and submission of forged, false, fabricated, tampered and falsified documents etc. Any representation made or warranties given by Executing Agency under this contract are found to be false or misleading. (as set out in Clause 2.5 hereto)
2. Executing Agency sub-lets or sub-contracts the Project Facility to any party for use other than for itself.

3. Executing Agency submits to the Authority any statement which is false in material particulars and which has a material effect on Authority's right, obligations or interests.
4. Any petition for winding up of the Executing Agency is admitted by a court of competent jurisdiction or Agency is ordered to be wound up by Court except for the purpose of amalgamation or reconstruction, provided that, as part of such amalgamation or reconstruction, the property, assets and undertaking of the Executing Agency are transferred to the amalgamated or reconstructed entity and that the amalgamated or reconstructed entity has unconditionally assumed the obligations of the Executing Agency under the agreement and provided that:
 - a. the amalgamated or reconstructed entity has the technical capability and executing experience necessary for the performance of its obligations under this contract;
 - b. the amalgamated or reconstructed entity has the financial standing to perform its obligations under this contract and has a credit worthiness at least as good as that of the Executing Agency as at the Effective Date; and
 - c. Each of the Project Agreements remains in full force and effect.
5. Executing Agency suffers an attachment being levied on any of its assets causing a Material Adverse effect on the contract and such attachment continues for a period exceeding **90** days.
6. Executing Agency is otherwise in Material Breach of this contract or commits a default in complying with any other provision of the lease agreement.
7. In case of insolvency of the Executing Agency.
8. Substantial shortcoming is observed in achieving the estimated revenue as shown in Business Plan for continuous three years will be considered as "default" and contract shall be terminated.

2.5.4 **Authority Event of Default**

1. The authorized representative of the Authority instructs the Executing Agency to delay the process of works or to temporarily stop the operation and the instruction is not withdrawn within a continuous period of 60 days.
2. The Authority is closed by any Notification of the State Government other than for a reconstruction or amalgamation.
3. If the Contract is terminated the Executing Agency shall stop work immediately, make the Site secure and hand over all the assets of the Authority under its control and leave the Site as per the provision of the contract.
4. The Executing Agency shall not be liable for any penalty for delay or for failure to continuously perform the contract for reasons of force majeure such as acts of god, acts of the public enemy, acts of Govt., Fires, floods, earth quake, epidemics, Quarantine restrictions, strikes, Freight Embargo and provided that the Operating Agency shall within Ten (10) days from discontinuance of operation on such account notify the

Authority in writing of the cause of delay. The Authority shall verify the facts and grant such extension, if circumstance justify.

5. The Authority does not hand over the physical possession of Project Facility on “as is where is basis” to the Executing Agency free from any encumbrance not later than the Effective Date.
6. The Authority does not provide unhindered access to the Executing Agency and its personnel during the contract period subject to conditions of contract.
7. The Authority does not assist in getting various registrations and approvals from the Government authorities.
8. In the event of Authority creating any Encumbrance over or in respect of Project Facility or any part of it, the Authority shall ensure that the Encumbrance is subject to the rights of the Operating Agency under this tender.

2.5.5 Termination due to Events of Default

2.5.5.1 Termination for contract Event of Default by Executing Agency

Without prejudice to any other right or remedy which Authority may have in respect thereof under this contract, upon the occurrence in the Event of Default on the part of the Executing Agency, Authority shall be entitled to terminate this contract by issuing a Termination Notice of **30** days in writing to the Executing Agency. Further the Authority shall be entitled to forfeit / encash the Performance Guarantee, only in case of default on part of the Operating Agency.

2.5.5.2 Termination for contract Event of Default by Authority

Without prejudice to any other right or remedy which Executing Agency may have in respect thereof under this contract, upon the occurrence in the Event of Default on part of the Authority, the Executing Agency shall be entitled to terminate this contract by issuing a Termination Notice of **30** days in writing to the Authority.

6. Payment upon Termination

- 2.5.6.1 If the Contract is terminated because of a fundamental breach of Contract by the Executing Agency, the Authority or its authorized representative shall issue a certificate for the value of damage made to the assets and equipment(s) or for any amount receivable from the Executing Agency. The same shall be paid by the Executing Agency separately with taxes and levies, as the case may be, or can be appropriated from the Performance Security available with the Authority.
- 2.5.6.2 If the Contract is terminated because of a fundamental breach of Contract by the Authority, the Executing Agency shall issue a certificate for the value assets created on its own to the Facility, as may be necessary for improvement in operation and performance of the Facility as a whole and leaves the same either being not separable without causing any damage or loss to the property of the Authority or the Authority so desires to retain the

same within its Facility at a value at the discretion of the Authority. Any other amount remains payable or reimbursable to the Executing Agency shall be payable by the Authority.

2.6.4 **Others:**

- a. The Executing Agency shall allow farmers training as per the instructions from Authority.
- b. The Executing Agency shall have to take permission from the authority for publication of any advertisement.
- c. The Executing Agency shall handover the premises with all the fixtures, fittings and all the equipment(s) as per inventory at the time of handing over and additions made, if any, as per contract in working condition at the time of cessation of contract/agreement
- d. The Executing Agency shall be entitled either during the term of this contract or on the Transfer Date, to remove and take away the additional facility or equipment(s) installed by it on its own and not forming part of the Project Facility, so handed over & shall also ensure that no damage to the property is made in the process of such removal of additional equipment, else the same may be handed over to the Authority at its discretion that too at the market price less depreciation and cost of repairs, which may be necessary to put it in a workable condition.
- e. The Executing Agency shall hand over the Project Facility with all equipment, fixtures, fittings and other assets forming part of the Facility in working condition commensurate to the life of asset and hours of operation undergone by it at the time of expiry or early termination of the contract. The spares and consumables, if any, shall be replenished to the level found at the time of taking possession of the Project Facility by the Operating Agency.
- f. The Executing Agency shall ensure that Project Facility or any part of them are not used for any unlawful or anti-social activities and are used solely for the purpose of this contract during the contract period
- g. The Executing Agency shall attempt to mitigate any adverse environment, social and health impacts of the Facility on its employees, customers or any other stakeholders.

2.2.11 **Governing Laws and Jurisdiction**

The Contract shall be construed and interpreted in accordance with and governed by the laws of India and the Courts at Bhubaneswar shall have jurisdiction over all matters arising out of or relating to the Contract/Agreement.

SECTION-3

3. Project Facility

The creation of storage facilities through construction of godown is to procure more Onion from farmers. They will not go for distress sale of their produce in godowns paying rents and release the produce to market when the price is reasonable. Meanwhile the farmers can borrow from financial institution in case of need by pledge of godown receipt. This facility will not only enable the farmers to break the vicious cycle by generating money from their own produce to pay back a part of the loan and meet some of their day to day urgent needs but also reduce the subsidy burden on the Govt. procurement of excess produce.

3.1 Objectives for setting up of Well Ventilated Onion Godown.

1. To create post-harvest handling and storage infrastructure for the Onion at production zone.
2. Institutionalisation of the unorganised small and marginal onion producers at marketing front through common facilities at farm gate.
3. Linking producers directly to the markets by eliminating the middlemen in the value chain of onion.
4. To establish the onion storage grid of the onion at FPO level as a national strategy to produce and maintain the buffer stock of the onion for the food security and inflation control.
5. Encourage farmers to grow, main quality produce at village level by improving the awareness level.
6. Scientifically design storage structures reduce the losses and its existence provides confidence to the farmers for raising crops with quality/costly inputs.
7. To break the vicious cycle by generating money from their own produce to pay back a part of the loan and meets some of their day-to-day urgent needs.
8. To generate revenue for group of member farmers in terms of dividend.
9. To provide uninterrupted service of supply chain right from procurement to loading of vehicles.

3.2 Location, Site Map & Layout Plan

The Facility is situated at different places of RMCs in the State of Odisha. (Appendix-A)

The lay out plan & drawing will be circulated at the time of pre-bid meeting.

3.3 Facility Area & Capacity

Godown Capacity	Area required in (Square Meter)
250MT	1350.00
500MT	2000.00
1000MT	3250.00

3.4 Purpose

The creation of storage facilities through construction of godown is to procure more Onion from farmers. They will not go for distress sale of their produce in godowns paying rents and release the produce to market when the price is reasonable. Meanwhile the farmers can borrow from financial institution in case of need by pledge of godown receipt. This facility will not only enable the farmers to break the vicious cycle by generating money from their own produce to pay back a part of the loan and meet some of their day to day urgent needs but also reduce the subsidy burden on the Govt. procurement of excess produce.

5. Scope of Work

Provision has been kept for construction of Godown, Structural steel work for storage of Onions, rain water harvesting, electrical works, Internal Road, Plinth Protection and other ancillary works as per requirement of sites.

SECTION-4

Specification and allied Technical Details.

01. **Site Clearance and levelling of sites:**

The site should be levelled, shrub jungles should be cleared and the ant hills should be levelled.

02. **Design Foundation:**

Design of foundation will be carried out after taking into the SBC (safe bearing capacity of soil). RCC (M20) with reinforcement steel of FE 500 in footing, plinth beam and column as per IS-456-2000 will be considered.

03. **Plinth level:**

Fixing of Plinth level being most important aspect of godown, is considered on the topography of site and the type of road leading to the godown area. Considering all these aspects the plinth level of godown will be fixed 150 cm as above NSL or 90 cm above permanent road level.

04. **Road:**

For loading and unloading of Onions, to accommodate regular movement of heavy vehicles, provision for internal road will be provided.

05. **Flooring:**

To sustain the load stacks of Onion the flooring needs to be well compacted. Accordingly, provision of well compacted earth has been kept in the estimate. For laying sub-base in layers not exceeding 100mm thick watering & compaction to be required density in with PRR in flooring for a smooth and uniform finish. Well consolidated earth is to be selected to avoid possibility of settlement.

06. **Roof:**

Self Supporting Roofing with Corrugated galvanized iron sheets of 0.50 mm thick has been proposed as roofing material. 1.5 mtr CGI sheet for side slope sheeting portion has been proposed to prevent entry of rain water due to extreme weather condition. Further to counter wind pressure provision of fixing of wind ties with proper spacing has also been made.

07. **Approach Roads:**

Provision of approach road of 7mtr width with ramp for entry of vehicles inside the Godown has been proposed.

For all other works like electrical installation etc has been adopted as per prevailing practices adopted by Govt. of Odisha. The detailed design and drawing will be prepared basing on standard practices made by Bureau of Indian standard as per site condition. The abstract of cost of estimate has been prepared basing on existing material and labour rates with prevailing schedule of rates and analysis of rates. The execution of work shall be made as per Odisha standards specification.

08. **Ancillary Structures and other Amenities**

Following ancillary structures have been adopted for godown:

- i. An office room with provision of small laboratory, sitting arrangements, racks & lavatory.
- ii. Rain water harvesting structure.

09. **Anti-Rodent Measures:**

It is suggested to be provided plinth of the building at higher level at 90 cm from the ground level. Emphasis on land development has been given to prevent water accumulation in nearby area.

SECTION-5

Technical Proposal

- i. Bidders need to submit all required information with supporting documents as per Check-list for Eligibility & Check-list of Technical forms as per Form T1 to T10 and as per instructions provided in this RFP.
- ii. If necessary, additional sheets can be added by the Bidder.
- iii. Each page of technical and qualification information shall be duly signed by the Bidder or his authorized representative.
- iv. Cost incurred by Bidder(s) in making this offer, in providing clarifications or attending discussions, conferences, or site visits shall not be reimbursed by the Authority.
- v. Incomplete bids shall be summarily rejected.
- vi. The language for submission of application shall be English.
- vii. The enclosed forms should be filled in completely and all questions should be answered. If any particular query is not relevant, it should be replied as 'not applicable'.
- viii. All Financial data etc. should be given in Indian National (INR) Rupee only.
- ix. If the bid is made by a firm in partnership, it shall be signed by all the partners of the firm along with their full names and current addresses, or by a partner holding the power of attorney for the firm for signing the application. In such a case a certified copy of the power of attorney should accompany the application. A certified copy of the partnership deed, current address of the firm and the full names and current addresses of all the partners of the firm shall also accompany the Bid.
- x. If the bid is made by a company or corporation, it shall be signed by a duly authorized person holding the power of attorney for signing the application, in which case a certified copy of the power of attorney should accompany the application along with duly authenticated Board/Governing Body Resolution authorizing the representative to submit the bid. Further, such company or corporation/institution will be required to furnish satisfactory evidence of its existence before the contract is awarded. The information furnished must be sufficient to show that the bidder is capable in all respects to successfully complete the envisaged work.

FORM-T1 COVERING LETTER

(On Bidder's Letter Head)

Location:

Dated:

To

General Manager
Odisha State Agricultural Marketing Board
Bhubaneswar-751030

Subject: Construction of Well Ventilated Onion Godown at RMCs.

Dear Madam / Sir,

With reference to your Request for Proposal dt. . . .2022, I having examined all relevant documents and understood their contents, hereby submit our Technical and Financial Proposal for Construction of Well Ventilated Onion Godown at RMCs.

1. All information provided in the Proposal and in the Appendices is true and correct and all the documents accompanying such Proposal are true copies of the respective originals. This statement is made for the express purpose of selection and appointment as the Executing Agency for the aforesaid assignment/contract.
2. I shall make available to the Authority any additional information, it may deem necessary or require for supplementing or authenticating the Proposal.
3. I acknowledge the right of the Authority to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
4. I certify that in the last five years, we or any of our associate have neither failed to perform on any contract, nor have had any contract terminated by any public authority for breach on our part.
5. I declare that:
 - a. I have examined and have no reservations to the RFP Documents including any Addendum issued by the Authority.
 - b. I do not have any conflict of interest in accordance with the prescriptions in the RFP Document;

- c. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as defined in the RFP Document, in respect of any tender or request for proposal by or any agreement entered into with the Authority or any public sector enterprise or any Government, Central Government or State; and
- d. I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
6. I agree and understand the proposal is subject to the provisions of the RFP Document. In no case, I/We have any claim or right of whatsoever nature if the Assignment/Contract is not awarded to me/us or our is not opened or rejected.
7. I agree to keep this offer valid for 90 (Ninety Days) days from the Proposal Due Date specified in the RFP Document
8. In the event of my firm being selected as the Executing Agency to execute the construction of Well Ventilated Onion Godowns, I agree to enter into an Agreement in accordance with the form which shall be provided by Authority. We agree not to seek any changes in the aforesaid form and agree to abide by the same.
9. I further undertake that I have not made any changes either directly or indirectly in terms and conditions of the RFP and I have not been given any written or oral promise from the Authority.
10. We are pleased to submit the following documents as a part of our submission.
 - a. Technical Bid
 - b. Financial Bid
11. I agree and undertake to abide by all the terms and conditions of the RFP Document. I have signed and stamped each and every page of this RFP document and all documents submitted herein. In witness thereof I/We submit this Proposal under and in accordance with the terms and conditions of the RFP Document.

Yours Sincerely,

Authorised Signatory

(In full and initials)

Name and Designation of the Signatory:

Name of the Firm with Address:

(Stamp of Bidder along with signature of authorized signatory with date)

FORM T2: INFORMATION ABOUT THE BIDDER

1	General Information about the Bidder	
a	Name of the Bidder:	
b	Type of Bidder: (Proprietorship or Partnership or Company or any other(Pl specify)	
c	Address of the Registered Office:	
d	Address of the Corporate Office	
	Date of Incorporation:	
	Date of Commencement of Business	
	Principal Place of Business:	
e	Telephone Nos.	
f	E-mail Id:	
g	Fax No.	
h	Permanent Account Number(PAN)	
i	GSTIN:	
j	Brief description of the Organisation including main lines of Business of Bidder	
1	Details of experiences in executing any Pack House or Cold Storage or cooling chamber or warehouse in past or at present	
2	Details of the Authorised Representative of the Bidder:	
a	Name:	
b	Designation	
c	Company or firm	
d	Address:	
e	Telephone Nos.	

f	E-Mail Id	
g	Permanent Account Number (PAN) – Self attested copy to be enclosed	
h	Aadhaar Card Number – Self attested copy to be enclosed	
3	Details of the Person or Individual(s) who will serve as the point of contact/communication for Authority	
a	Name(s)	
b	Designation	
c	Address	
d	Telephone Nos.	
e	E-mail Id:	
f	Fax No.	

Note: Please use extra sheets of paper to mention the details, if the space provided is not sufficient.

Following documents should be submitted with Qualification and Technical bid:

- A. Bidder's registration details and certificate of Incorporation , Memorandum of Association (MOA) & Article of Association(AOA) or Deed of Partnership or By-law, if any with a copy of the Registration under appropriate Authority duly authenticated.
- B. List of Directors or Partners or Members in the Governing Body and office bearers in position with technical or professional qualification with experience in case of a company or partnership firm or Society or any other organisation.
- C. Copy of Audited Financial statements for last three financial years
- D. Authorization given to the bidder's representative, who has signed the bid by the Board of Directors or Partners or Authorized body. In case the person who has been authorized by the Board of Directors or Partners or Authorized body has delegated this power to the person who has signed the bid, a valid notarized Power of Attorney on Stamp Paper authorizing this act must be provided for support.
- E. Self-attested certificate that the bidder has not defaulted in payment against any loan or credit facility availed by him or them with details of loan or credit or overdraft facility availed from any Bank or FI with name of the Bank/FI, Branch Name and IFS code in addition to Certificates from Bankers or FIs.

- F. Self-attested copy Permanent Account Number (PAN) of the Bidder.
- G. Self-attested copy GST Registration Certificate of the Bidder.
- I. Self-attested copy Permanent Account Number (PAN) of the Authorised Representative.
- J. Self-attested copy of Aadhaar Card of the Authorised Representative.
- K. Recent Photograph of the Authorised Representative.

1. Checklist of Eligibility

Criteria	Description	Required Supporting Document	Submitted (Yes/No)
Technical Criteria			
1	Bidder should be a Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or Cooperative Society or Company or Partnership Firm or Society or Registered License Contractor.	Copy of applicable document under appropriate Act: Incorporation Certificate/ Partnership Deed/ GSTIN.	
2	The bidder should have minimum three years' experience in Construction of Godowns.	<ul style="list-style-type: none"> • Successful completion Certificate clearing certifying the year of experience in such type of activities from competent authority. 	
3	Bidder must have requisite and adequate qualified Technical and Non-Technical Manpower for Construction of Godowns.	List of such qualified Technical and Non- Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO (or equivalent) of the Institution.	
4	Bidder should not have been blacklisted by any Govt. Organization or Government Entity or Government Company	Self-declaration in shape of Affidavit from a Notary in form T5.	
5	Bidder or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been filed against the bidder or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of Affidavit from Notary (Form-T6) should be enclosed. In addition, the bidder is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.	
6	The bidder should be registered with the Income Tax Act and Goods and Services Tax Act	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years	

7	<p>The Bidder may preferably have:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Registration under labour law <input type="checkbox"/> Registration with Employee's Provident fund Organization 	<p>Copy of</p> <ul style="list-style-type: none"> • Valid Registration Certificate from APEDA or MPEDA or FSSAI or similar authority • Registration document of labour law • Registration of Employee's Provident fund Organization certificate 	
Financial Criteria			
8	<p>The Bidder should have a minimum average annual turnover of Rs.5.00 Cr. in case of FPO/ FPC/ Society & in case of Registered License Contractor (A class & above) / Company / Partnership Firm the annual turnover should have minimum Rs.30.00 crores in the last three financial years as per the audited statement.</p>	<p>3. Copy of last three years audited balance sheet and profit and loss account.</p> <p>4. Certificate from the Statutory Auditor or chartered accountant certifying:</p> <ul style="list-style-type: none"> • Annual turnover of construction of Cold Storage structure, cold chamber, warehouse, storage godown during last three financial years. 	
9	<p>8. The Bidder should not have less than a net worth of Rs.5.00 Cr. in case of FPO/ FPC/ Society & in case of / Partnership Firm/ Company it should be Rs.15.00 crores to be certified by a Chartered Accountant as on the RFP issue date.</p>	<p>Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.</p>	

10	Bidder should not have defaulted in repayment against any loan or credit facility availed from any Bank/Financial Institution in last three years.	Certificate(s) from all the Bankers/FIs from where the Bidder has availed any Loan/credit facility	
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NOTE: In addition, the Bidder shall enclose copies of Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 4 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

Check-list of Technical Forms

Form	Title	Submitted (Yes/No)
Form T1	Covering Letter	
Form T2	Information about Bidder	
Form T3	Financial Capacity of Bidder	
Form T4	Power of Attorney	
Form T5	Self-declaration in shape of Affidavit from Notary for not being black-listed by any Govt. Organization/ Government Entity / Government Company in the last 5 years.	
Form T6	Self-declaration in shape of Affidavit from Notary that the Bidder/authorised representative has not been convicted for an offence involving moral turpitude in the last five years; and no charge has been filed against the bidder or its authorised representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	
Form T7	Anti- Collusion Certificate	
	A detailed write-up by the Bidder, i.e, Understanding the Scope & setting up well ventilated onion storage structure of 250 MT & above	
Form T8	Description of approach methodology and work plan to undertake the assignment	
Form T9	Format of Curriculum Vitae (CV) for Proposed Key Professional	
Form T10	Proposed work plan to carry out the assignment	

NOTE: In addition, the Bidder shall enclose copies of Documents/Statements indicated at “INFORMATION ABOUT THE BIDDER” but not categorically mentioned herein above. Bidders are to specifically mention as to whether they have enclosed or not (Yes/No) as indicated in column 3 of this check-list for enclosures not categorically mentioned above by using extra pages of paper, wherever necessary.

Certificate:

I understand that in case we do not submit the required information in the given formats along with the supporting documents, the Authority may treat our proposal as non-responsive.

Authorised Signature

(In full and initials) _____

Name and Designation of Signatory:

Name of the Bidder:

Form T3 - Financial Capacity of the Bidder

Bidders are required to provide the information about their annual turnover on account of construction of well ventilated onion Godowns, pack house, cold Storage, cooling chamber, warehouse year-wise separately during the last 3 years ending March,2022 as per the following prescribed format:

[To be provided on the Bidder Letter Head]

<Name of Bidder>

FINANCIAL CAPACITY OF BIDDER

Sl No.	Turnover Period (last 3 FYs)	Turnover of construction Godowns, pack house, cold Storage, cooling chamber or warehouse	Average Turnover (during last 3 years)-average of column (c)	Average Turnover (during last 3 years)-average of column (e)
a	b	c	d	e
1	2019-20			
2	2020-21			
3	2021-22			
Certificate from the Statutory Auditor				
This is to certify that (Name of the Bidder with detail address) has the above mentioned total annual turnover including turnover on account of construction Godowns, pack house, cold Storage, cooling chamber or warehouse indicated separately, as against the respective financial years.				
Seal and Signature of the Auditor with Membership Number				

FORM T4-POWER OF ATTORNEY

To

General Manager
Odisha State Agricultural Marketing Board
Bhubaneswar-751030

REF: Your TENDER Ref.: For **construction of well ventilated onion Godowns at different RMCs**

Dear Sir,

<Bidder's name> hereby authorizes **<Designated Representative's name>** to act as a representative of **<Bidder's name>** for the following activities vide its Board Resolution/ Power of Attorney attached herewith. The authorised representative has to attend all meetings conducted by Authority or other entities associated with "Selection of Agency for construction of well ventilated onion Godowns at different RMCs and to discuss, negotiate, finalize and sign any bid or agreement and contract related to for construction of well ventilated onion Godowns at different RMCs.

Yours faithfully,

<Signature of appropriate authority of the Bidder >

Name of appropriate authority of the Bidder:

<Signature and name of the Designated Representative of the Bidder for acceptance of this Power of Attorney>

For

<Name of Bidder >

Encl: Board Authorization

Notarised

FORMAT FOR POWER OF ATTORNEY OF BIDDER APPOINTING DESIGNATED REPRESENTATIVE

(On Stamp paper of relevant value)

(Applicable in case of bid not being signed by the person directly authorized by the firm)

Dated:

FORM OF POWER OF ATTORNEY

Know all men by these presents, we _____ (name of the bidder with address of the registered office) do hereby constitute, appoint and authorise Mr _____ (name and address of residence bearing Aadhaar Card Number) who is presently a Director of our Company/firm/employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for construction of well ventilated onion Godowns at different RMCs.

We hereby agree to ratify all acts, deeds and things lawfully done by the said attorney pursuant to this Power of Attorney and all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executants

Signature of the Attorney

(Name, Title/Designation and address of the Attorney) attested

(to be executed by the sole bidder)

FORM T5-ANTI-BLACKLISTING INFORMATION

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding ineligibility of the Bidder and non-blacklisting)

I/we M/s., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s) have not been debarred/ blacklisted in the last 5 years by Government of Odisha / any Entity/Department/Public Sector Undertakings(PSUs) of Govt. of Odisha /any other State Governments/their entity/Departments/ PSUs or Central Government or its entity/ department /PSUs or their agencies in India or from abroad from participating in Project, either individually or as member of a consortiums as on the _____ (Bid Submission Date).

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this day of, 2022.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

FORM T6

UNDERTAKING WITH REGARD TO NON CONVICTION OF ANY OFFENCE INVOLVING MORAL TURPITUDE IN LAST 5 YEARS OR NON-FILING OF ANY CHARGE FOR AN OFFENCE INVOLVING MORAL TURPITUDE BEFORE ANY COURT OR JUDICIARY

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary)

I/we M/s., (name and address of the registered office) hereby certify, confirm and undertake that our company/firm/enterprise/I or any of our promoter(s) / director(s)/partner(s)/authorised representative have not been convicted for an offence involving moral turpitude in the last 5 years, moreover, no charge have been filed against any of us for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.

In addition, we confirm that there is no proceeding pending against any of us as on the date of submission of Bid with regard to any civil, criminal or tax liability. **(Please refer Note below)**

We further confirm that we are aware that our bid for the captioned tender would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this tender at any stage of the bidding process or thereafter during the agreement period.

Dated this day of, 2022.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

NOTE: Bidders are required to provide details of proceedings against them as on the date of submission of Bid with regard to any civil, criminal or tax liability and this will be taken to account during technical evaluation of the Bids.

FORM-T7: ANTI COLLUSION CERTIFICATE

(on letterhead of Bidder)

1. We certify that this Proposal is made in good faith and that we have not fixed or adjusted the amount of the Proposal by, or under, or in accordance with any agreement or arrangement with any other person. We also certify that we have not and we undertake that we will not, before the award of any contract for the work:
 - i.
 - a. Communicate to any person other than the Authority /or person duly authorized by it in that behalf the amount or approximate amount of the Proposal, or Proposed Proposal.
 - b. Enter into any agreement or arrangement with any person that they shall refrain from bidding, they shall withdraw any Proposal once offered or vary the amount of any Proposal to be submitted.
 - ii. Pay, give or offer to pay or give any sum of money or other valuable Considerations directly or indirectly to any person for doing or having done or having caused to be done in relation to any other Proposal or proposed Proposal for the work, any act or thing of the sort described at (i)
- a. or (i) (b) above.
2. We are not part of any “Anti-competitive practice” such as collusion, bid rigging or anti-competitive arrangement, or any other practice coming under the purview of The Competition Act, 2002 as amended from time to time, between two or more bidders, with or without the knowledge of the Director of Horticulture, the Authority, that may impair the transparency, fairness and the progress of the bidding process or to establish bid prices at artificial, non-competitive levels,
4. In this certificate, the word "person" includes any persons or anybody or association, corporate or unincorporated; "any agreement or arrangement" includes any transaction, formal or informal and whether legally binding or not; in relation to which this Proposal is made.

Dated this..... Days of.....2022
Name of the Bidder
Signature of the Authorized Representative.....
Name of the Authorized Representative.....
Date of receipt of RFP

FORM-T8 :

DESCRIPTION OF APPROACH, METHODOLOGY AND WORKPLAN TO UNDERTAKE THE ASSIGNMENT

[Technical approach, methodology and work plan are key components of the Technical Proposal. In this Section, bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, he should highlight the problems being addressed and their importance, and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections]

A. Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. ***Please do not repeat/copy the ToR here.***

B. Description of Approach and Methodology:

- a. Key guiding principles for the study.
- b. Proposed Framework.
- c. Information matrix
- d. Any other issues

C. Methodology to be adopted:

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- a. Detail research design including sample design and estimation procedure.
- b. Field Process Protocol control
- c. Suggestive tools for data collection.
- d. Analysis of field data and preparation of reports
- e. Any other issues

D. Staffing and Study Management Plan:

The bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Professionals responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<The bidder may be asked to submit the required information within a certain number of pages, with font specified>>

FORM-T9 :

Format of Curriculum Vitae (CV) for Proposed Key Professional

1. Proposed Position :

[For each position of key professional separate form Tech B – will be prepared]

2. Name of Firm :

3. Name of Staff :

4. Date of Birth :

5. Years with Firm :

6. Nationality :

7. Education :

[Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]

8. Membership in Professional Associations :

9. Other Trainings :

10. Countries of Work Experience :

11. Languages :

[For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]

12. Employment Record:

*[Starting with present position, list in reverse order every employment held by staff member since graduation, giving for each employment (see format here below): dates of employment, name of employing organization, positions held. For experience in **last ten years**, also give types of activities performed and Client references, where appropriate as per the prescribed format given below]*

From [Year]	To [Year]
Procuring Entity Name:	
Position Held:	
Details of the Task Assigned [List all tasks to be performed under this Assignment/job]	

13. Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned

[Among the Assignment/jobs in which the staff has been involved, indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks listed under point 12.]

<i>Name of the Project</i>	
<i>Year</i>	
<i>Location</i>	
<i>Name of the Client</i>	
<i>Project Feature</i>	
<i>Position Held</i>	
<i>Activities Performed</i>	

Certification:

I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I will undertake this assignment for the full project duration in terms of roles and responsibilities assigned in the technical proposal or any agreed extension of activities thereof. I understand that any misstatement herein leads to disqualification of CV.

Date:

Signature of Key Professional with Date _____

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

<<NB: CV write up may be restricted to a certain number of pages with quality information relevant to the key professional requirements. This will be easy in evaluating the resumes for short listing. The CVs needs to be jointly signed by the proposed professional and the authorized representative of the Bidder.>>

FORM-T10 :

PROPOSED WORKPLAN TO CARRY OUT THE ASSIGNMENT

<i>Week</i> →	1	2	3	4	5	6
<i>Sequence of Study Activities / Sub Activities</i>						

Indicate all main activities / sub activities of the proposed assignment including delivery of reports (Inception. and Final Reports) and other associate sub-activities

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

SECTION – 6

Financial Proposal

Instructions for submitting the Financial Proposal/Bid:

- a. The Financial Proposal shall be prepared using the attached Standard Forms as per (FORM F1 at Section 6).
- b. The financial proposal shall not include any conditions attached to it and any such conditional financial proposal shall be summarily rejected.
- c. All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the higher amount will be taken as correct, whether the same has been provided in figures or in words.
- d. The financial proposal shall be in the form of lump-sum amount (in the form of Tender Value quoted in INR to be paid to Odisha State Agricultural Marketing Board).

FORM F-1

(Indicative Format of Financial Bid)

[Location, Date]

To

**The General Manager
Odisha State Agricultural Marketing Board
Khandagiri - 751030**

Subject: Set up Well Ventilated Onion Godown at selected RMC level [FINANCIAL PROPOSAL]

Dear Sir,

I / we, the undersigned, am / are pleased to provide our financial proposal / Bid in respect to set up Well Ventilated Onion Godown at selected RMC as provided with your Request of Proposal No. _____ Date _____.

Having gone through RFP and having fully understood the Scope of Work with Term and Conditions for the assignment as set out in the RFP we are pleased to quote the amount against the proposed assignment as per the following table.

OFFER PRICE

Name of the assignment	Total Capacity (In M.T.)	Offer Price (In INR)	
		In figure	In Words
Set up Well Ventilated Onion Godown at selected RMCs level	5500 M.T.	Cost	
		GST	
		Total	

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiration of the validity period of the proposal of <Nos.> days. I have carefully read and understood the terms and conditions of the RFP and do hereby undertake to provide the service accordingly.

I understand that you are not bound to accept any proposal you receive.
I remain,

Yours faithfully,

**Authorized Signatory [In full and initials]
Name and Designation of Signatory with Date and Seal:
Address of the Bidder:**

FORM F2

FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

To

**The General Manager
Odisha State Agricultural Marketing Board
Khandagiri - 751030**

WHEREAS _____ [name and address of Agency]

(Hereinafter called “the Agency”) has undertaken, in pursuance of to the RFP/Agreement No. _____ dated _____ to construct Well Ventilated Onion Godown at RMC _____, District _____, State of Odisha (Hereinafter called “the Contract”);

AND WHEREAS it has been stipulated by Odisha State Agricultural Marketing Board in the said Contract that the Agency shall furnish State Agricultural Marketing Board with a Bank Guarantee by a scheduled Nationalized Bank recognized by State Agricultural Marketing Board for the sum specified therein as security for compliance with his obligations in accordance with the Agreement/Contract;

AND WHEREAS we have agreed to give Agent, namely, _____ such a Bank Guarantee;

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Agency, up to a total of @ 5 % of contract value being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of @ 5 % of contract value as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from Agency before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the date.....<year>.

Signature and of the guarantor:

Name of Bank:

Address:

Date with Stamp

Form - 3
Bid Security Declaration Form
(On Bidder's Letter Head)

Letter No:

Date:

To,

**The General Manager
Odisha State Agricultural Marketing Board
Khandagiri - 751030**

Sir,

I / We the undersigned, declare that:

I / We understand that, according to RFP conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that we may be disqualified from bidding for any contract with GM, OSAM Board for a period of three year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended from the tender, my/our Bid during the period of bid validity specified in the RFP; or

b) having been notified of the acceptance of our Bid by GM, OSAM Board during the period of bid validity

(i) fail or refuse to execute the contract, if required, or

(ii) fail or refuse to furnish the Performance Security, in accordance with the information to the bidder.

(iii) Any other circumstance which holds the interest of the client during the bid process

I/We understand this Bid Securing Declaration shall cease to be valid if I / we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of our Bid.

Name of the Authorized Representative:

Signature of the Authorized Representative with Date and Seal

PERFORMANCE BANK GUARANTEE FORMAT

To,

The _____ to Government (DDO)
<Name of the Department> Department, Govt. of Odisha
<Address>
<Address>
<PIN>

WHEREAS _____ (Name and address of the Consultant) (hereinafter called “the Consultant”) has undertaken, in pursuance of RFP No _____ dated _____ to undertake the service _____ (description of services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by _____ (Name of the Client) in the said contract that the Consultant shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Consultant, up to a total of _____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the consultant to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the consultant before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the consultant shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This performance bank guarantee shall be valid until the ____ day of _____, <Year>

Our branch at Bhubaneswar (Name & Address of the Bank) is liable to pay the guaranteed amount depending on the filing of claim and any part thereof under this Bank Guarantee only and only if you serve upon us at our Bhubaneswar branch a written claim or demand and received by us at our .Bhubaneswar branch on or before Dt. _____ otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

.....(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer
.....
.....

Seal, name & address of the Bank & Branch

<<Any Other assignment related Material may also be included in the Annexure for the bidder>>

BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
TECHNICAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Filled in Bid Submission Check List (ANNEXURE-I)		
2	Covering Letter (TECH -1)		
3	Bid Processing Fee of Rs. _____ /- in form to DD		
4	Rs. _____ /- in shape of Demand Draft		
5	Copy of Certificate of Incorporation / Registration of the Bidder		
6	Copy of PAN		
7	Copy of Goods and Services Tax Identification Number (GSTIN)		
8	Copies of IT Returns for the last <Nos> AYs (to be decided accordingly)		
9	General Details of the Bidder (TECH - 2)		
10	Financial details of the bidder (TECH - 3) along with all the supportive documents such as copies of Profit – Loss Statement and Balance Sheet for the concerned period		
11	Power of Attorney (TECH - 4) in favour of the person signing the bid on behalf of the bidder.		
12	List of completed assignments of similar nature (Past Experience Details) (TECH - 5) along with the copies of work orders for the respective assignments		
13	Self Declaration on Potential Conflict of Interest (TECH - 6)		
14	Undertaking for not have been black-listed by any Central / State Govt./any Autonomous bodies during its business career.		
15	Comments and Suggestions (TECH – 7)		
16	Description of Approach, Methodology & Work Plan (TECH - 8)		
17	CV of Key Professionals (TECH – 9)		
18	Work Plan (TECH – 10)		
19	Consortium agreement duly signed by the authorized signatories, shall designate the roles of each partner		
FINANCIAL PROPOSAL (ORIGINAL + 1 COPY)			
1	Covering Letter (FIN-1)		
2	Summary of Financial Proposal (FIN-2)		

Undertaking:

- i. All the information have been submitted as per the prescribed format and procedure.*
- ii. Each part has been separately bound with no loose sheets and each page of all the two parts are page numbered along with Index Page.*
- iii. All pages of the proposal have been sealed and signed by the authorized representative.*

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS IN LIEU OF EMD

(On Bidders Letter head)

I / We, the authorized signatory of M/s..... ,
participating in the tender for the work “.....” Vide e-
Procurement Notice No.and Bid Identification
No....., do hereby declare :

That in the event we withdraw / modify our bid during the period of validity Or I/we fail to
execute formal contract agreement within the given timeline Or I/we commit any breach of Tender
Conditions / Contract which attracts penal action of forfeiture of EMD and I/we will be suspended
from being eligible for bidding / award of all future contract(s) of Government of Odisha for a
period of three year from the date of committing such breach.

Signature and Seal of Authorized Signatory of bidder

Name of Authorized Signatory.....

Company Name.....

SECTION 7: STANDARD FORM OF CONTRACT

Consultants' Services

Lump-Sum

Contents

- I. Form of Contract
- II. General Conditions of Contract
 1. General Provisions
 2. Commencement, Completion, Modification and Termination of Contract
 3. Obligations of the Consultant
 4. Consultants' Personnel and Sub-Consultants
 5. Obligations of the Employer
 6. Payments to the Consultant
 7. Fairness and Good Faith
 8. Settlement of Disputes
 9. Liquidated Damages
 10. Miscellaneous Provisions
- III. Special Conditions of Contract
- IV. Appendices

Appendix A – Description of Services

Appendix B - Reporting Requirements

Appendix C - Staffing Schedule

Appendix D - Cost Estimates in Foreign Currency

Appendix E - Duties of the Employer

APPENDIX - A

Proposed Well Ventilated Onion Godown at different RMCs

Sl. No.	Name of the District	Name of the RMC	Name of the Block	Capacity of OSS (in MT)
1	Balangir	Kantabanji	Bongamunda	1000
2			Loisinga	250
3			Titlagarh	500
4	Nuapada	Khariar Road	Khariar	250
5			Komna	250
6	Boudh	Boudh	Kantamal	250
7			Harbhanga	250
8	Kalahandi	Bhawanipatna	Bhawanipatna	250
9		Kesinga	Narla	250
10			Kesinga	250
11		Junagarh	Golamunda	250
12			Junagarh	250
13	Angul	Athmallick	Athmallick	250
14			Kishorenagar	250
15	Sonepur	Birmaharajapur	Birmaharajapur	250
16	Nabarangpur	Nabarangpur	Jharigam	250
17			Kosagumuda	250
18	Deogarh	Deogarh	Reamal	250
Total				5500