



ODISHA STATE AGRICULTURAL MARKETING BOARD

Plot No.1800 (P), Baramunda, Post-Khandagiri, Near Indian Oil Petrol Pump Bhubaneswar
Ph. No.0674-2952416, Fax: 0674-2952410, Email: osamboard99@yahoo.com, Website: osamboard.org

EXPRESSION OF INTEREST

No. 02

Dated. 01.10.2022

Expression of Interest (EoI) in sealed covers are invited for "Empanelment Of Agencies For Construction Of Well Ventilated Onion Storage Godown At RMC Level". The detailed terms and conditions can be obtained from <https://coop.odisha.gov.in>. **The cost of the EoI document is Rs. 10, 000.00 + 18 % GST.** The EoI Documents / Tender Papers can be downloaded from the website from 07.10.2022 to 28.10.2022. The applications duly filled in the appropriate format along with the Demand Draft for **Rs.10, 000.00 + 18 % GST** drawn in favour of the **OSAM Board, Bhubaneswar** and payable at any Nationalized Bank in Bhubaneswar should reach the Office of the undersigned on or before **5.00 PM on 28.10.2022**. The EoI Documents / Tender Papers can be submitted by Registered Post / through Courier or in person. Bids received after the due time will be rejected. The cost of the bid documents is non refundable.

The bid documents will be opened on **29.10.2022 at 11:00 AM** in presence of the bidders or their authorized representatives. The undersigned reserves the right to reject any or all the tenders without assigning any reason thereof.


01-X-22

General Manager

OSAM Board, Bhubaneswar

EXPRESSION OF INTEREST

FOR

EMPANELMENT OF AGENCIES FOR CONSTRUCTION OF WELL VENTILATED ONION STORAGE GODOWN AT RMC LEVEL

ODISHA STATE AGRICULTURAL MARKETING BOARD

PLOT NO.-1800(P), NEAR RAMAMANI INDIAN OIL PETROL PUMP,

BARAMUNDA, KHANDAGIRI,

BHUBANESWAR-751030 ODISHA

TABLE OF CONTENTS

S. No.	CONTENTS	Page No.
1	Disclaimer and Introduction	3-4
2	Scope of work/Service	5-10
3	Eligibility criteria	10-14
4	Empanelment Schedule	15
5	Clarification	15-16
6	Amendment of EOI	16-17
7	Stages of Empanelment	17-26
8	Rights of Authority / OSAMB	27-28
9	Miscellaneous	28-29
10	Annexure	30-43

DISCLAIMER

1. Though adequate care has been taken in the preparation of this document, henceforth referred to as the Expression of Interest document or the EOI document, the Applicants should satisfy themselves that the document is complete in all respects. Intimation of discrepancy, if any, should be given to the address mentioned below latest by 5.00 PM of 13.10.2022 in case, no such intimation is received by the said deadline, it shall be deemed that the applicant is satisfied that the document is complete in all respects.

Odisha State Agricultural Marketing Board (OSAMB)

Plot No.-1800(p), Near Ramamani Indian Oil Petrol Pump,
Baramunda, Khandagiri,
Bhubaneswar-751030
Ph. No.: 0674-2952416
Fax.No.: 0674-2952410
E-mail: osamboard99@yahoo.com

- Neither OSAMB nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EI document. Each prospective Applicant should conduct their own investigations and analysis and check the accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate source(s) before submission of their EOI.
2. Neither OSAMB nor their employees will have any liability to any prospective Applicant or any other person under any law for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this EOI document.
 3. OSAMB reserves the right, without any obligation or liability, to accept or reject any or all of the EoIs, and at any stage of the process, to cancel or modify this solicitation process, or any part thereof, or to vary any of the terms and conditions, or to cancel this solicitation process to initiate a new process without assigning any reason whatsoever.
 4. Neither OSAMB nor their employees will have any liability in case of non-receipt of any correspondence from them to the applicants due to the postal delays.
 5. The applicable laws for the purpose are the laws of India. Courts of Bhubaneswar will have jurisdiction concerning or arising out of this EOI document.
 6. The applicants are expected to know the relevant rules and regulations of the respective authorities concerning to this project.

INTRODUCTION

NOTICE FOR EXPRESSION OF INTEREST (EOI)

EOI No. : Dated _____ 2022

1 Title of the work : "Empanelment of Agencies for Construction of Well Ventilated Onion Storage Godown at RMC Level"

07.10.2022 to 28.10.2022

2 Period of availability of EOI document : (Downloadable from Website:

(<https://coop.odisha.gov.in>)

13.10.2022 at 5.00P.M

3 Submission of queries by :

osamboard99@yahoo.com

4 Last date of receipt of EOI : 28.10.2022 by 5.00 PM

M/s. Odisha State Agricultural Marketing Board(OSAMB)

5 Place of submission of EOI :

Plot No.1800 (P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar -751030

6 Date and Time of opening of EOI :

29.10.2022 11.00 AM

**To: Sri Sambit Kumar Sahoo
(Executive Engineer)**

7 For further information of Nodal Officer of Executive Engineer:

Odisha State Agricultural Marketing Board Plot No.1800 (P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar -751030
Ph No.0674-2952416

2. **Scope of Work /Service**

1.

1. **General Scope of Work**

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.

Now OSAMB intends for Empanelment of Agencies for Construction of Well Ventilated Onion Storage Godown at RMC level. The empanelment of firms shall be valid initially for a period of **3 (Three) years**. OSAMB reserves the right to extend the empanelment on the same or mutually agreed terms & conditions subject to satisfactory performance.

Agencies for Construction of Well Ventilated Onion Storage Godown at RMC level (hence forth "Applicant") with experience in this area are invited to submit their applications for the same.

1.

2. **Broad Description of the work**

Development of Infrastructure:

i.

1. The Applicant shall submit an architectural plan for the Construction of Well Ventilated Onion Storage Godown as prescribed by the Authority, wherein the Applicant is required to evolve the best suitable model for Construction of Well Ventilated Onion Storage Godown comprising the facilities like covered shed, area for collection and aggregation of Onion, change room/ washrooms for ladies and gents, small office room, tools room, entry/ exit points along with placement area of generator set, waste management system, water storage tank, along with facilities like water, sanitation, electricity, solar power etc.
2. Architectural plan/ layout is to be submitted by the Applicants for in house facilities like unloading, loading/ packing areas, washrooms for ladies and gents, small office room, administrative office rooms, tools room, entry/ exit points along with placement area of generator set, waste management system, water storage tank (fresh and waste water) and circulatory area for vehicle/ parking.
3. The Applicants may conduct site visits to acquaint themselves with the requirements at the field level
4. The architectural plan shall be in accordance to the functional requirements at farm level.
5. The Applicant shall also keep in mind the flow process while developing the architectural plan wherein areas for loading/unloading, parking and other infrastructural requirements are well defined.
6. The Applicants are required to take up the following work:-
 - ii. Architectural plan / layout of complete Well Ventilated Onion Storage Godown at RMC Level.
 - iii. Steel structural work should be provided in the main godown structure i.e. rolled sections like joists, channels, angles, tees etc as directed including cutting, fabricating, hoisting, erecting, fixing in position making riveted / bolted /welded connections without connecting plates, braces to take all possible DL, LL and external loads i.e. wind loads and any other dynamic loads expected to encounter.
 - iv. The Storage room specifications shall be as per guidelines of National Horticulture Board/ National Horticulture Mission and equipment should be in adherence to any other regulatory and industrial.
 - v. 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.
 - vi. 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 should be fixed 150 cm as above NSL or 90 cm above permanent road level.

- vii. For loading and unloading of Onions, to accommodate regular movement of heavy vehicles, provision for internal road should be provided.
- viii. To sustain the load stacks of Onion the flooring needs to be well compacted. Accordingly, provision of well compacted earth should be 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.
- ix. Self Supporting Roofing with Corrugated galvanized iron sheets of 0.50 mm thick may be proposed as roofing material. 1.5 mtr CGI sheet for side slope sheeting portion should be provided 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 should be also been made.
- x. Provision of approach road of 7mtr width with ramp for entry of vehicles inside the Godown should be kept for all other works like electrical installation etc may be adopted as per prevailing practices adopted by Govt. of Odisha. The detailed design and drawing should be prepared basing on standard practices made by Bureau of Indian standard as per site condition.
- xi. Following ancillary structures may be adopted for godown:
 - i. An office room with provision of small laboratory, sitting arrangements, racks & lavatory.
 - ii. Rain water harvesting structure.
- xi. 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.

Note:

- I. **It is to be noted that before framing the structural design, they have to get the bearing capacity of soil tested, so as to design the structure as per safety norms. Above specification may be changed as per site condition and requirement.**
- II. **The Applicant shall submit a presentation along with proposal in this respect, on the basis of which further scope of work shall be decided by the Authority for the selected Applicant(s).**

3. **ELIGIBILITY CRITERIA:**

1. **ELIGIBILITY CRITERIA:**

Criteria	Description	Required Supporting Document
Technical Criteria		
1	Bidder should be an Individual or Registered Entity in terms of being Farmer Producer Organization or Farmer Producer Company or FPO Federation or Cooperative Society or Company or Partnership Firm or Society or Registered License Contractor. Start ups in this sector may participate in EoI.	Certificate of incorporation under different Act such as partnership Act/Society Act/ Companies Act etc / Contractor license (' A ' Class and above). In case of Start up, it may provide its profile along with the details of technical personnel and work experience.
2	The bidder should have track record of providing of 3 years experience in Construction of IPH / Cold storage / cold room / Godown from the date of incorporation on the last submission of the proposal with Two Crore project cost. This can be exempted for start ups.	<ul style="list-style-type: none"> • Copies of documents 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/IPH/Cold Store/Cold Room	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 applicant agency.

4	Bidder should not have been blacklisted by any Govt. Organization or Government Institution or Government PSUs etc.	Self-declaration in shape of Affidavit from a Notary in Annexure - 8
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 Annexure - 9 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	The Bidder may preferably have Registration under labour law / Registration with Employee's Provident fund Organization / under any appropriate Law as required.	Copy of Registration document. •
Financial Criteria		
8	The Bidder should have a minimum average annual turnover of Rs.2 .00 Cr. in the case of FPO/ FPC/ FPO Federation/ Society. In case of Registered License Contractor / Partnership Firm it should have average annual turnover of Rs.5.00 crore in the last three financial years which as per the audited statement. Annual turnover not mandatory for Start ups.	<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 the same.

9	The Bidder should not have less than a net worth of Rs.2.00 Cr. in the case of FPO/ FPC/ FPO Federation/ Society and Rs.5.00 cr. in the case of Companies / partnership firm to be certified by a Chartered Accountant as on the EoI issue date. Not required for Start up.	Audited Financial Statements duly certified by Chartered Accountant for the last financial year along with net worth certificate signed by the auditor.
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
11	Bidder 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.	Self declaration from the Bidder in the prescribed form.
12	Self Declaration that the Bidder have no relative in this organization.	Self Declaration

Notes:

1. 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.
2. 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.

2. Conflict of Interest

- 3.2.1. An Applicant shall not have a conflict of interest (the "Conflict of Interest") that affects the Empanelment Process. Any Applicant found to have a Conflict of Interest shall be disqualified. An Applicant may be considered to have a Conflict of Interest that affects the Empanelment Process.

3. **Fraud and Corrupt Practices**

1. Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Empanelment Process. Not with standing anything to the contrary contained in the EOI, Authority may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Empanelment Process.
2. Without prejudice to the rights of Authority under Clause above, in the event that an Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Empanelment Process, such Applicant will not be eligible to participate in any tender or request for proposal issued by Authority either indefinitely or for a period of time specified by Authority, from the date such Applicant is found by Authority to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.
3. For the purposes of this Clause, the following terms will have the meaning given to them below:

1. **corrupt practice** means:

Offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Empanelment Process (for the avoidance of doubt, offering of employment to, or employing, or engaging in any manner whatsoever, directly or indirectly, any official of Authority who is or has been associated in any manner, directly or indirectly, with the Empanelment Process or has dealt with matters concerning the agreement or arising from it, before or after its execution, at any time prior to the expiry of 1 (one) year from the date that such official resigns or retires from or otherwise ceases to be in the service of Authority, will be deemed to constitute influencing the actions of a person connected with the Empanelment Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Authority on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior

to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

2. fraudulent practice means any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a person to obtain a financial or any other benefit or to avoid an obligation;
3. coercive practice means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or the property of the person to influence improperly the actions of a person;
4. undesirable practice means: (A) establishing contact with any person connected or employed or engaged by Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Empanelment Process; or (B) having a Conflict of Interest(as set out in above Clause); and
5. restrictive practice means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating full and fair competition in the Empanelment Process.

EMPANELMENT SCHEDULE

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Period of availability of EOI	Till 28/10/2022
Last Date of Submission of Queries	5.00 PM, 13/10/2022
Last date of receipt of EOI	5.00 PM, 28/10/2022
Place for Opening Applications	Conference Room Odisha State Agricultural Marketing Board Plot no.-1800(P), Near Ramamani Indian Oil Petrol Pump, Baramunda, Khandagiri, Bhubaneswar-751030, Odisha
Date and time of EOI opening	11:00 AM, 29/10/2022

5. CLARIFICATIONS:

1.

1. **Any Applicant seeking a clarification with regard to the EOI may writing to Authority, at osamboard99@yahoo.com (email-ID). All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Empanelment Schedule.**
2. Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Empanelment Schedule. Authority's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website. It shall be the responsibility of the Applicants to check Authority's Website for the responses to the queries or requests for clarifications. Authority may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
3. Authority reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Authority to respond to any query or to provide any clarification. Authority may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Authority or any other person for or on its behalf shall not in any way or manner be binding on Authority.
4. Queries in writing should be sent to Authority by the date and time specified in Empanelment schedule at the address given in clause no. 10.3. The queries shall also be mailed to osamboard99@yahoo.com (Email-ID).
5. Authority may conduct further road shows and pre-application meetings, if it deems necessary.
6. The clarifications will be uploaded on Website(s) and shall form part of the EOI.

6. AMENDMENT OF EOI:

1. Authority, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, may choose to modify the EOI by issuing an addendum before the Application Due Date.
2. Any modification to the EOI following will be made by Authority only by issuing an Addendum/Corrigendum.
3. Any Addendum/Corrigendum issued before the Application Due Date shall form part of the EOI and shall be published on <https://coop.odisha.gov.in> .

1. Each Addendum/Corrigendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Authority will assume no responsibility for non-receipt of the Addendum by any Applicant.
2. To give prospective Applicants reasonable time in which to take any Addendum/Corrigendum into account in preparing their Applications, Authority may, at its sole discretion, extend the Application Due Date.
3. Any oral statements made by Authority or its advisors regarding the Empanelment Process, the EOI or on any other matter, including oral clarifications or information provided by or on behalf of Authority at the meeting shall not be considered as amending the EOI.
4. Authority may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Authority on or before the date that is mentioned in the Empanelment Schedule. If issued by Authority, the revised EOI shall be definitive and binding and Authority shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.
5. Authority will assume that the information contained in or provisions of the revised EOI, if issued, will have been taken into account by the Applicant in its Application. Authority assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

7. STAGES OF EMPANELMENT

1. Authority has adopted a Two-stage selection process for award of the Project(s). In the first stage the applicants shall qualifying in evaluation shall be empanelled and in second stage the projects shall be bidded amongst the empanelled agencies for award of projects. In this stage, the applicants are required **to submit a single Application** for empanelment only.
2. The Application submitted by Applicant shall comprise the following:

Annexures	Description
Annexure A1	Covering letter
Annexure A2	Description of the entity / Applicant
Annexure A3	Power of attorney for appointing the signatory
Annexure A4	Summary of Technical Experience
Annexure A5	Summary of Financial Strength
Annexure A6	Formant of Bid Declaration
Annexure A7	Formant of Bank Guaranty (BG)
And other Annexure in the EOI	

It is clarified that all certificates to be issued by the statutory auditor of the Applicant/Member/Associate shall be issued on the letterhead of such statutory auditor.

1. VALIDITY OF THE APPLICATION:

1. Each Applicant shall indicate that it is a firm and irrevocable application, and shall remain valid for a period of not less than **90 (Ninety)** days from the Application Due Date or till empanelment process is over. Non-adherence to this requirement may be a ground for declaring an Application as non- responsive.
2. In exceptional circumstances, prior to the expiry of the Application validity period, Authority may request the Applicants in writing to extend the Application validity period.
- 3.

2. PREPARATION OF APPLICATION

1. Each Application must be typed or written in indelible ink and should be physically signed by the Authorized Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
2. All pages of Application must be physically initialed by an authorized signatory of the Applicant. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.

3. The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant. Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.
4. While submitting the Applications, if the space provided in the prescribed forms in the Annexures is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
5. The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Authority or its nominated agencies/advisors to evaluate the Applications for selection of the Applicant.
6. Each Applicant is advised to carry out necessary technical surveys, site visit, field investigations, market and demand assessment, etc. at its own cost and risk, before submitting its Application.

3. **SUBMISSION OF APPLICATION**

1. The Applicant(s)is/are required to submit the one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows:

“Application for Empanelment of Agencies for Construction of Well Ventilated Onion Storage Godown at RMC level” (One Original + One Copy)

DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE

Submitted By: [Name, Address & Contact Details of the Applicant]

Sealed envelope (i.e., the envelope containing One Original + One Copy of the Application) shall clearly indicate the name, address and contact details of the Applicant.

2. If the envelopes are not sealed, marked and submitted as instructed above, Authority assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.
3. Each Applicant shall submit as part of its Application:

- a. The original Application and 1 (one) copy of the Application. The original shall be labeled "ORIGINAL" and the copy shall be labeled "COPY"; and,

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

4. The Applications shall be submitted to the following address:

To,

The General Manager

Odisha State Agricultural Marketing Board

Plot no.-1800(p), Near Ramamani Indian Oil Petrol
Pump, Baramunda, Khandagiri,

Bhubaneswar-751030

An Application submitted by an Applicant to any address other than the mentioned address will not be considered for evaluation.

5. Each Applicant shall be permitted to submit only 1 (one) Application for Empanelment. An Applicant who submits or participates in more than one Application(s) for Empanelment shall cause all the Applications with the Applicant's participation to be disqualified.
6. The Applications should be received at the above address on or before Application Due Date & time. Applicants shall submit their Applications by hand delivery / registered post/speed post/courier only so as to reach the designated address by the Application Due Date. For submission of Applications, there will be no drop box facility available. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.
7. Authority or any of its agencies/consultants/advisors shall not be responsible for any delay in receipt of the Applications. Any Application, received after the Application Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes.
8. Applicants may be required to periodically update, at any time as may be notified by Authority, the information submitted in their Applications as regards the following:
 - b. evidence of access to project funding and its sources; and

- c. complete balance sheet of the Applicants.
 - d. Technical qualification / experience of the firm, etc.
9. The Applicant shall bear all costs associated with the preparation and submission of its Application, including data collection, analysis, design, etc. Neither Authority nor any of its agencies/consultants/advisors will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

4. **ACKNOWLEDGEMENT BY THE APPLICANT:**

- a. It shall be deemed that by submitting the Application, the Applicant has:
- b. made a complete and careful examination of the information provided in the EOI;
- c. received all relevant information requested from Authority;
- d. accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
- e. satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, development of the Project in accordance with the EOI and performance of its obligations there under;
- f. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the EOI or ignorance of any matter in relation to the Project shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Authority; and
- g. agreed to be bound by the undertakings provided by it under and in terms of the EOI.

4.

- 2. Authority shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Authority.
- 3. It will be deemed that by submitting the Application, an Applicant agrees and releases Authority and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the EOI and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

5. **MODIFICATIONS OR WITHDRAWALS OF APPLICATIONS**

1. Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Authority receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.
2. No Applicant shall be allowed to modify its Application after the Application Due Date.
3. Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Authority, shall be disregarded.
4. The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.
5. If Authority receives a withdrawal notice before the specified time on the Application Due Date, then Authority shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.
6. If Authority receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

6. **MISCELLANEOUS INSTRUCTIONS TO APPLICANTS:**

All Applicants should note the following:

- a. Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.
- b. All communication and information should be provided in writing and in English language.
- c. All financial data shall be in Indian Rupees.
- d. The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
- e. All communication and 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 amount stated in words will be taken as correct.

- f. Authority or any of its agencies/consultants/advisors reserve the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority.
- g. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
- h. If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Authority or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Authority or any of its agencies/consultants/advisors, and if Authority or any of its agencies/consultants/advisors, is adequately satisfied.

7. **OPENING AND EVALUATION OF APPLICATIONS**

1. **OPENING OF APPLICATIONS**

1. Authority shall open only those Applications that are submitted on or before the specified time on the Application Due Date.
2. Authority shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:

Odisha State Agricultural Marketing Board

Plot no.-1800(p), Near Ramamani Indian Oil Petrol Pump,
Baramunda, Khandagiri,
Bhubaneswar-751030

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

3. The names of all Applicants who have submitted Applications will be read out, and such other details that Authority, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.
4. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified. Authority will prepare a record of the opening of each part of the Applications that will

include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.

5. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified to undertake the Project. The procedure for evaluation of the Applications is set out at Clause 18.
6. Any information contained in an Application will not in any manner be construed as binding on Authority, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empanelled on the basis of such information.

2. **General Conditions of Evaluation:**

1. To assist in the examination and evaluation of applications a technical committee to be formed by the, Authority to assist in the examination, evaluation and comparison of Applications.
2. The technical committee reserve the right to verify any information submitted by the Applicants. Authority's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Authority and/or any of its agencies/consultants/ advisors would be under no obligation and/or responsibility to inform any Applicant of the grounds of such decision/rejection.
3. Applicants shall provide evidence of their continued eligibility, in accordance with their applications in a manner that is satisfactory to the technical committee and as technical committee may reasonably request during empanelment period. Specifically, Applicants may be required to update, at technical committee's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Authority at any stage of the Empanelment Process that the Applicant will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.
4. Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empanelled agencies. Any effort by an Applicant to influence Authority or any of its agencies / consultants / advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

3. **Evaluation Stages**

1. The evaluation of the Applications will be carried out in one stage which involve qualification of applicants based on the Qualification

Criteria in accordance with Clauses of eligibility criteria Only those Applicants who are found to meet the eligibility criteria will be eligible for empanelment:

2. OSAMB at its own discretion may curtail the list of empanelled firms based on their experience / turnover / or other criteria as deemed fit keeping the position of selected agencies intact.

4. **EVALUATION OF APPLICATIONS**

Determination of Responsiveness and Evaluation of Applications

1. The Applications will first be evaluated to determine responsiveness to the EOI. An Application shall be considered responsive only if:
 - a. the Application and all documents specified in Clauses of the EOI documents are received in the prescribed format;
 - b. the Application is received by the Application Due Date, including any extension thereof;
 - c. it is signed, sealed and marked in accordance with the provisions of the EOI, including specifically.
 - d. it contains all the information and documents (complete in all respects) as requested in the EOI; and
 - e. it does not contain any condition for qualification.
2. Authority shall evaluate and determine whether the Applicants who have submitted responsive Applications satisfy the eligibility criteria and the Qualification Criteria.
3. If any Applicant is found to be disqualified in accordance with the terms of the EOI or the Application is found to be non-responsive or the Applicant does not meet the eligibility criteria, then the Application submitted by such Applicant will be rejected.
4. The technical committee may ask for additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Authority or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Authority may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Authority. Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Authority will not be considered.
5. In order to determine whether the Applicant satisfies the eligibility criteria, the technical committee will examine the documentary

evidence of the Applicant's eligibility and qualification submitted by the Applicant and any additional information which Authority receives from the Applicant upon request by Authority.

6. Where any information provided by an Applicant is found to be patently false or amounting to a material misrepresentation, Authority reserves the right to reject the Application.

5. **EMPANELMENT AND OTHER MISCELLANEOUS DETAILS**

1. **EMPANELMENT OF FIRMS**

2. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Authority shall issue the Letter to successful Empanelled firms.
3. Award of Projects shall be made by RMC Authorities as per their requirements and prevalent Government guidelines.
4. Details of requirements and scope of work shall be shared with empanelled agency by the Executive Authority as and when required for construction of Well Ventilated Onion Storage Godown at RMC level.
5. The empanelled agencies shall submit their Proposals/ Tender / Bid as per the terms and conditions mentioned by Executing Authority.
6. Agencies selected in the above process shall be awarded the projects / assignments by Executing Authority.

6. **EOI DOCUMENT FEE**

Cost of EOI Document:

- a. The Applicants are required to submit **INR 10,000/- (non-refundable) plus GST @18%** to be payable in the form of Demand Draft / Pay Order / Banker's Cheque in favour of "**Odisha State Agricultural Marketing Board**" payable at "**Bhubaneswar**" along with the Application as non-refundable cost of EOI document.
- b. The cost of EOI Document shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Fees in the acceptable amount and form will be summarily rejected by the Authority as being non-responsive and Applications of such Applicant shall not be evaluated further.

7. **RIGHTS OF AUTHORITY / OSAMB**

- a Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to:
- b suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empanelled Applicant;
- c consult with any Applicant in order to receive clarification or further information
- d retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
- e independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Authority shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Authority;
- f reject an Application, if:
 - ii. at any time, a material misrepresentation is made or uncovered; or
 - iii. the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.

Accept or reject an Application, annul the Empanelment Process and reject all Applications, at any time prior to the issuance of the Letter to the Selected Applicant, without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons whatsoever to any person, including the Applicants and without any obligation to inform the affected Applicants.

In the event that Authority annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for empanelment.

OSAMB reserves the right to drop any Applicant from the empanelled list, add more agency to the empanelled list and/or curtail the empanelled list without assigning any reason whatsoever. OSAMB also reserves the right to modify the terms and conditions of empanelment. All decisions taken by OSAMB regarding empanelment shall be final and binding on all Empanelled Agencies.

OSAMB also reserves the right to empanel / select any other agency or engage any agency outside the list of Empanelled Agencies, if required after carrying out a competitive bid / selection process or through suitable mechanism.

- 2. If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been

met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Authority, then:

- a. the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
- b. the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.

Upon any disqualification, cancellation or termination in accordance with this Clause, Authority will not be liable in any manner whatsoever to the Applicant.

8. **MISCELLANEOUS**

1. The Empanelment Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.
2. The competent courts at Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Empanelment Process and the EOI.
3. All documents and other information provided by Authority or submitted by an Applicant to Authority will remain or become the property of Authority, as the case may be. Applicants are required to treat all information provided by Authority in the EOI as strictly confidential and will not use them for any purpose other than for preparation and submission of their Applications.
4. Authority will treat all information, submitted as part of Application in confidence and will require all those have access to such material to treat it in confidence. Authority may not divulge any such information or any information relating to the evaluation of the Applications or the Empanelment Process unless:
 - a such publication is contemplated under these EOI; or
 - b such publication or disclosure is made to any person who is officially involved or concerned with the Empanelment Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Empanelment Process; or
 - c it is directed to do so by any statutory authority that has the power under law to require its disclosure; or
 - d such publication is to enforce or assert any right or privilege of the statutory authority and/or Authority or as may be required by law (including under the Right to Information Act, 2005); or
 - e in connection with any legal process.
5. Authority shall not be required to return any Application or part thereof or any information provided along with the Application to the Applicants, other than in accordance with provisions of the EOI.

ANNEXURE-1:

FORMAT FOR COVERING LETTER

(On the Letterhead of the Applicant)

To

Odisha State Agricultural Marketing Board,

Plot no.-1800(p), Near Ramamani Indian Oil Petrol
Pump, Baramunda, Khandagiri, Bhubaneswar-751030

Dear Sir:

Ref: **Expression of Interest for Empanelment of Agencies For** Construction
of Well **Ventilated Onion Storage Godown at RMC level**

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as "the Applicant"), and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Authority in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Authority or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Authority any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
6. I/We understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
7. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent

communication issued by the Authority. I/We would be solely responsible for any errors or omissions in our Application.

8. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment Process and also after the empanelment; the Authority reserves the right to take appropriate action accordingly.
9. I/We understand that the Authority reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
10. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
11. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
12. I/We submit cost of EOI document of Rs._____/-(Rupees _____ Only) vide_____[DD no./ BG No., name of bank] to the Authority in accordance with the Empanelment Document.
13. I/We submit bid declaration in accordance with the Empanelment Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, i/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

Applicant profile and status

Sr. No.	Description	Particulars
1.	Name of the Applicant	
2.	Status(Legal entity)	
3.	Address with pin code	
4.	Contact person (Management)	
5.	Contact number	
6.	Fax No.	
7.	Mobile No.	
8.	Email Id.	
9.	Web address	
10.	Year of incorporation (Certificate of Registration to be furnished)	
11.	Details of PAN (Copy of PAN Card to be furnished)	
12.	Details of GST Registration No. (Copy of GST Registration number to be furnished)	
13.	Contact person (Name & Address)	
14.	Contact person Mobile / telephone no.	
15.	Contact person email ID	
16.	Any other relevant information	

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY

(On Requisite Stamp Paper)

KNOW ALL MEN by these presents that we, _____[name of the company/partnership/ proprietary firm], a _____ [Company/partnership/ proprietary firm] incorporated under the _____[Insert relevant act], having its Registered Office at _____ (hereinafter referred to as “company/partnership/ proprietary firm”):

WHEREAS in response to the Invitation for Expression of Interest (EOI) for “EMPANELMENT OF AGENCIES FOR CONSTRUCTION OF WELL VENTILATED ONION STORAGE GODOWN AT RMC LEVEL”.

S”(“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the OSAMB and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. _____daughter/son of _____resident of _____, holding the post of _____as the Attorney of the Company.

NOW KNOW ALL MEN BY THESE PRESENTS, that _____[name of the Company] do hereby nominate, constitute and appoint _____[name & designation of the person] son/daughter/wife of _____as its true and lawful Attorney so long as she/ he is in the employment of the company/partnership/ proprietary firm to do and execute all or any of the following acts, deed and things for the company/partnership/ proprietary firm in its name and on its behalf, that is to say:

- to act as the company/partnership/ proprietary firm official representative for submitting the Application for the Project and other relevant documents in connection with the EOI.
- to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute contracts and undertakings consequent to acceptance of the Application;
- to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the Project documents, as may be necessary;
- to sign and execute contracts relating to the Project, including any variations and modifications thereto;

- to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Authority, Government Authorities, Independent Engineer and any other Project related entity;
- to receive notices, instructions and information for and on behalf of the company/partnership firm;
- to execute all necessary agreements or documents for implementation of the Project, including the Agreement for and on behalf of the company/partnership/ proprietary firm; and
- to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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

<p>The common seal of [name of the company/partnership/ proprietary firm] was here unto affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the ____day of _____,20____in the presence of [name & person] of the company/partnership/ . . . firm of [name of the company/partnership/ proprietary firm]</p>	<p>----- [name & designation of the person] [name & designation of the person]</p>
--	---

Instructions:

- (1) *The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- (2) *Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.*
- (3) *For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-4: FORM - 4

Summary of Technical experience

Completed projects:

Sr. No.	Name of project	Client / Agency	Period	Total Contract Value	Remarks
1					
2					
3					
4					
5					

Note:

1.

1. Supporting document with respect of each work experience to be furnished by the applicants.
2. Supporting documents stating the Applicant has the requisite manpower and list of plant and machinery for undertaking the Project.

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

ANNEXURE-5: FORM - 5

Summary of Financial Strength

Sr. No.	Financial Year	Turnover of firm/ company in INR	Average Annual Turnover – for Last 3 FY.
1	2019-20		
2	2020-21		
3	2021-22		

.....

Signature of the Authorised Person

.....

Name of the Authorised Person

Date

Note:

1. Audited annual statements (Balance Sheet and Profit & Loss account) for last three years to be submitted by the applicants.

ANNEXURE- 6

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.

ANNEXURE- 7

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.
1.
 - 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

ANNEXURE-8

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.]

Name of the Project	
Year	
Location	
Name of the Client	
Project Feature	
Position Held	
Activities Performed	

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.>>

ANNEXURE-9

SELF DECLARATION OF NOT BEING BLACKLISTED/INELIGIBLE

(On the Stamp Paper of appropriate value in the shape of affidavit from the Notary regarding ineligibility of the Bidder and not being blacklisted)

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