

**OFFICE OF THE ADMINISTRATOR, LAKHESWAR SITAL BHANDAR AND
BANIJYA SAMABAYA SAMITI Ltd.**

REGD . NO - 1763 /CU/DATED - 13.01.1982

AT- Raipur, PO- Barang, DIST- Cuttack

**INVITATION FOR EXPRESSION OF INTEREST (EOI)
FOR REVIVAL OF CO-OPERATIVE COLD STORAGE ON PPP MODE.**

Expression of Interest is invited from prospective and financially sound entrepreneurs/firms to work on public private partnership basis to undertake commercial operation of the defunct cooperative cold storage with 3.420 acres of land and godown of 2500 M.T. on "as is where is" basis with necessary modification and upgradation of technology for multi commodities cold storage / Integrated Pack House operation etc. located **AT- Raipur, PO- Barang, DIST- Cuttack** under Baranga Block of Cuttack District.

A demand draft of Rs. 11,800/- (inclusive of 18% GST) drawn in favour of the Secretary, Lakheswar Sital Bhandar And Banijya Samabaya Samiti Ltd. shall be deposited towards bid documentation fees along with EOI. The EOI should be submitted in a sealed cover, super scribed as EOI for Coop Cold Storage Operation on PPP latest by 10.03.2023 (at 4.30 P.M.) in the sealed box kept at Office of the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack, At- Kathagadasahi, Po-Buxibazar, Dist.-Cuttack, PIN-753001. The EOI will be opened on 15.03.2023 at 3.30 P.M. in the O/o the DRCS, Cuttack Division, Cuttack in presence of the applicants/authorized representative of applicants. Details may be down loaded from the website <https://rcsodisha.nic.in> and <https://coop.odisha.gov.in> . The Administrator, Lakheswar Sital Bhandar And Banijya Samabaya Samiti Ltd. reserves the right to accept/reject any or all EOI without assigning any reason thereof.

**Sd/- Administrator,
Lakheswar Sital Bhandar and
Banijya Samabaya Samiti Ltd.**

**ADMINISTRATOR, LAKHESWAR SITAL BHANDAR AND BANIJYA SAMABAYA
SAMITI Ltd.**

Invites

EXPRESSION OF INTEREST

For

“REVIVAL OF COOPERATIVE COLD STORAGE ON PPP MODE”

**OFFICE OF THE ADMINISTRATOR, LAKHESWAR SITAL BHANDAR AND
BANIJYA SAMABAYA SAMITI Ltd.**

REGD .NO -1763 /CU/DATED-13.01.1982

AT - RAIPUR, PO- BARANG, DIST- CUTTACK

TABLE OF CONTENTS

CHAPTERS	CONTENTS	Page No.
i.	Disclaimer and Introduction	3-4
ii.	Scope of work/Service	5-7
iii.	Eligibility criteria	8-11
iv.	Selection Schedule	12
v.	Clarification	12-13
vi.	Amendment of EOI	13-14
vii.	Stages of Selection	14-22
viii.	Rights of Authority	22-23
ix.	Settlement of Disputes	23
x.	Miscellaneous	23-24
x.	Annexure	25-39

CHAPTER - I

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 4:30 PM of Dt.10.03.2023 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.

ADMINISTRATOR , LAKHESWAR SITAL BHANDAR AND BANIJYA SAMABAYA SAMITI
Cum- ASST.REGISTRAR OF COOPERATIVE SOCEITIES, CUTTACK CIRCLE, CUTTACK

Neither Administrator Lakheswar Sital Bhandar and Banijya Samabaya Samiti nor their employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this EOI 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 Administrator Lakheswar Sital Bhandar and Banijya Samabaya Samiti 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. Administrator Lakheswar Sital Bhandar and Banijya Samabaya Samiti 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 Administrator Lakheswar Sital Bhandar and Banijya Samabaya Samiti nor their employees will have any liability in case of non- receipt of any correspondence from them to the applicants due to the delay in submission.
5. The applicable laws for the purpose are the laws of India. Courts of Cuttack 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.- 01	:	Dated-06.02. 2023
1	Title of the work	:"Revival of Cooperative cold store on PPP mode"
2	Period of availability of EOI document	: Dt.08/02/2023 to Dt.10/03/2023 (Downloadable from Website: (https://coop.odisha.gov.in) https://rcsodisha.nic.in)
3	Site visit	: From Dt.15.02.2023 to Dt.17.02.2023 Contact person – Tapan Kumar Das, Contact No - 9437268131
4	Submission of queries by	: Dt.21/02/2023, 5.00 P.M asst.registrarctc@gmail.com
5	Pre bid meeting	: 03:30 P.M. on dt.01.03.2023 at Office Chamber of DRCS, Cuttack.
6.	Reply on pre bid meeting (Queries)	: Dt.03.03.2023 Through mail
7	Last date of receipt of EOI	: Dt.10/03/2023 by 4.30 PM
8	Place of submission of EOI	: Office of the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack , At- Kathagadasahi, Po- Buxibazar ,Dist.-Cuttack, PIN-753001.
9	Date, Time and Place of opening of EOI	: Dt.15/03/2023 – 03:30 PM Office of the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack, At- Kathagadasahi, Po- Buxibazar, Dist-Cuttack PIN-753001.
10	For further information of Nodal Officer.	: To: Sri Laxmidhar Subudhi Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack, At- Kathagadasahi, Po- Buxibazar, Dist.-Cuttack PIN-753001 Mail Id : drcs.ctc1@gmail.com Ph. No. – 0671-2416709, Mob. - 9937812015

CHAPTER-II

Scope of Work /Service

2.1.1 General Scope of Work

The Lakheswar Sital Bhandar and Banijya Samabaya Samiti Ltd. situated At - Raipur, Po- Baranga, Dist.- Cuttack, a Central Cooperative Society, registered under Odisha Cooperative Act 1962 has been established in the year 1982 having capacity of 2500MT cold storage on the possession of Govt. land measuring A3.420 decimals to safeguard the interest of the of the local vegetable growing farmers for their future requirements and earn some additional income during the crucial time. The cold storage has been closed for all practical purposes since 1999.

At present due to demand of the local farmers, it has been decided for revival of cold storage in lease out the **A2.000** decimals land for establishment of multi commodity Cold Storage / Integrated Pack house on PPP mode.

If Multi Commodity Cold Storage / Integrated Pack house will be put in place by the eligible Entrepreneur/Parties by utilising the land of the Lakheswar Sital Bhandar and Banijya Samabaya Samiti, it will benefit the local farmers for production of vegetable, potato and other crops and also help the leasee to increase the business turnover by providing storage facilities and facilitating the value chain process benefiting all the stake holders. The present site is proximate to Phulnakhara having an enabling environment with well connected transportation and communication facilities for feasible and viable storage and marketing business. The entrepreneurs may avail 50% electrical tariff subsidy as permissible under state potato mission. They may seek to avail the benefits of Govt. Schemes from the competent authority of the related schemes from time to time. Farmer clusters will be promoted in adjacent locality for cultivation of potato, vegetables and other commodity to boost the local economy as well as business of the cold storage.

Now Administrator intends for Selection of Agencies for Revival of the Cooperative Cold Storage on PPP Mode. Administrator reserves the right to extend the selection on the same or mutually agreed terms & conditions subject to satisfactory performance.

Agencies for construction of the Cooperative Cold Storage/ Integrated Pack house on PPP Mode. (hence forth “Applicant”) with experience in this area are invited to submit their applications for the same.

2.1.2 Period of Lease: -

It is decided to give on lease rental basis of the Cold Storage for a Period of 15 Years. The lease rental period can be extended for a period of another 10 years. The entrepreneur shall have the right of refusal for further period of extension of 10 years. The lease rental amount will have to be fixed @ 3% of the financial offer cost accepted with annual escalation of 3% every year through out the lease period.

2.2 Broad Description of the work

Development of Infrastructure:

- 2.2.1 The Applicant shall submit an architectural plan for the establishment of Multi Commodity Cold Storage / Integrated pack house at the site taking into account the available land and building of the defunct Cold Storage, wherein the Applicant is required to evolve the best suitable model.
- 2.2.2 The Applicant may conduct site visits to acquaint themselves with the requirements of farm level model and to envisage the structure. It may be noted that Applicants have to plan, design, manufacture & supply, erect and commission the complete Multi Commodity Cold Storage / Integrated pack house.
- 2.2.3 The architectural plan shall be in accordance to the functional requirements at farm level.
- 2.2.4 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 as informed by the Authority.
- 2.2.5 The Applicants are required to prepare and submit the followings:
 - i. Architectural plan/ layout of Multi Commodity Cold Storage / Integrated pack house.
 - ii. Specification of each component (goods to be handled, Receiving Area, Machinery Details – Washing, Sorting and Grading etc. with drawing/layout of line, cold room, etc.)
 - iii. Any other suggestion by the Applicant will also be taken into account, if any they may put forward their views.

2.3 Manpower Requirement:

- 2.3.1 The Applicant shall allocate all required manpower, equipment etc. for handling of products at Multi Commodity Cold Storage / Integrated pack house, including but not limited to all such activities that are essential for the proper flow of process of goods management and storage. The number of personnel required for the management and any other prescribed work may vary and the Applicant shall ensure requisite manpower is fulfilled at all times.
- 2.3.2 Applicant shall be responsible for storing of goods in the Multi Commodity Cold Storage / Integrated pack house in a good, safe, orderly and efficient manner.

2.3.3 The Applicant shall be responsible for loading and unloading of goods at Multi Commodity Cold Storage / Integrated pack house by providing required labour assistance.

2.3.4 The Applicant shall have requisite organization and designate & appoint suitably qualified technical/professional and skilled manpower as per industry and labour norms at its own cost and responsibility to implement the contract of operation, maintenance and management of the Multi Commodity Cold Storage / Integrated pack house and to deal with the Authority or its representative and to be responsible for all necessary exchange of information required pursuant to this arrangement and in doing so abide by all the Applicable Laws including Labour Laws.

2.3.5 The Applicant shall be solely responsible for the maintenance and proper functioning of the Multi Commodity Cold Storage / Integrated pack house.

2.3.6 The Authority may appoint its representatives, time to time, to inspect and check the management, inventory and other relevant records of these proposed centres.

2.4 Management and Running of Multi Commodity Cold Storage / Integrated pack house :

The Applicant has to carry out all the works with respect to receipt, grading and storage of goods received at the Multi Commodity Cold Storage / Integrated pack house.

2.5 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 dt.15.02.2023 to dt.17.02.2023 for the prospective bidders. The details of the Authorized person, who is to be contacted, provide guidance for facilitating for this purpose are given below: Name & Designation: Tapan Kumar Das, SARCS, O/O The ARCS Cuttack Circle, Cuttack, Contact No: 9437268131, E-mail Id: asst.registrarctc@gmail.com

2.6 Pre-bidding Meeting

The pre bidding meeting will be held on dt.01.03.2023 at 03.30 PM in the Office Chamber of DRCS, Cuttack. For this purpose, Bidders may contact the DRCS, Cuttack Division Cuttack, Mob.- 9937812015. Bidders may also confirm their participation in the pre-bid meeting by sending their queries in respect of the EOI document as per the prescribed format to the e-mail at asst.registrarctc@gmail.com by the deadline as specified in the EOI Document. The reply of the queries as discussed in the pre bid meeting will be sent through the mail ID of the applicant bidders.

Note: 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).

CHAPTER-III

ELIGIBILITY CRITERIA

3.1 ELIGIBILITY CRITERIA:

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 FPO Federation or Cooperative Society or Company or Partnership Firm or Registered License Contractor. Start ups in this sector may also participate in EOI.	Certificate of incorporation under different Act such as partnership Act/Society Act/ Companies Act etc. / Contractor license (Special Class and above) etc. In case of Start ups, it may provide its profile along with the details of technical personnel and work experience.
2	The bidder should have at least 3 years experience in working of IPH / Cold storage / cold room or similar type of work from the date of incorporation on the last submission of the proposal with one Crore project cost. This can be exempted for start ups.	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/IPH/Cold Store/Cold Room/ similar type of work.	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 blacklisted by any Govt. Organization or Government Institution or Government PSUs etc.	Self-declaration in shape of Affidavit from a Notary in Annexure - 9
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 - 6 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 documents.
Financial Criteria		
8	The Bidder should have a minimum average annual turnover of Rs.1 .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.3.00 crore in the last three financial years which as per the audited statement. Annual turnover not mandatory for Start ups.	Copy of last three years audited balance sheet and profit and loss account. Certificate from the Statutory Auditor or chartered accountant certifying the same.
9	The Bidder should not have less than a net worth of Rs.1.00 Cr. in the case of FPO/ FPC/ FPO Federation/ Society and Rs.3.00 cr. in the case of Companies / Registered License Contractor/ 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.

3.2 Conflict of Interest

- 3.2.1. An Applicant shall not have a conflict of interest that affects the bidding Process. Any Applicant found to have a Conflict of Interest shall be disqualified.

3.3 Fraud and Corrupt Practices

- 3.3.1. Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Selection Process. Notwithstanding 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 Selection Process.
- 3.3.2. 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 Selection 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.
- 3.3.3. For the purposes of this Clause, the following terms will have the meaning given to them below:

3.3.3.1 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 Selection 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 Selection 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 Selection Process); or

appointing or engaging in any manner whatsoever, without Authority's prior approval, whether during or after the Selection 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 Selection 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.

- 3.3.3.2** 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;
- 3.3.3.3** 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;
- 3.3.3.4** 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 Selection Process; or (B) having a Conflict of Interest(as set out in above Clause); and
- 3.3.3.5** 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 Selection Process.

CHAPTER-IV SELECTION SCHEDULE

Authority shall endeavor to adhere to the following schedule:

Event / Description	Time / Date
Period of availability of EOI	Dt.08/02/2023 to dt.10/03/2023
Site visit	From dt.15.02.2023 to dt. 17.02.2023, Contact person – Tapan Kumar Das, Contact No – 9437268131
Last Date of Submission of Queries	5.00 PM, dt.21/02/2023
Pre bid meeting	03:30 P.M. on dt.01.03.2023 at Office Chamber of DRCS, Cuttack.
Reply of the pre bidding meeting (Queries)	Through the mail ID of the applicant bidders
Last date of receipt of EOI	4.30 PM, dt.10/03/2023
Date and time of EOI opening	03:30 PM, dt.15/03/2023
Place for Opening Applications	Office of the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack , At- Kathagadasahi, Po- Buxibazar, Dist.-Cuttack PIN-753001.

CHAPTER-V CLARIFICATIONS

- 5.1 **Any Applicant seeking a clarification with regard to the EOI may writing to Authority, at asst.registrarctc@gmail.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 Selection Schedule.**
- 5.2 Authority shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Selection 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.

- 5.3 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.
- 5.4 Queries in writing should be sent to Authority by the date and time specified in Selection schedule. The queries shall also be mailed to asst.registrarctc@gmail.com (Email-ID).
- 5.5 Authority may conduct further road shows and pre-application meetings, if it deems necessary.
- 5.6 The clarifications will be uploaded on Website(s) and shall form part of the EOI.

CHAPTER-VI

AMENDMENT OF EOI

- 6.1 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 / corrigendum before the Application Due Date.
- 6.2 Any modification to the EOI following will be made by Authority only by issuing an Addendum/Corrigendum.
- 6.3 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> / <https://rcsodisha.nic.in>.
- 6.4 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.
- 6.5 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.
- 6.6 Any oral statements made by Authority or its advisors regarding the Selection 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.

6.7 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 Selection 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.

6.8 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.

CHAPTER-VII STAGES OF SELECTION

7.1 Authority has adopted the selection process through the technical committee for award of the Project.

7.2 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	Under taking on non conviction
Annexure A7	Anti Collusion certificate
Annexure A8	Curriculum Vitae of Key professional
Annexure A9	Declaration of not being blacklisted
Annexure A10	Format of Bank Guarantee
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.

7.2.1 VALIDITY OF THE APPLICATION:

7.2.1.1 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 selection process is over. Non-adherence to this requirement may be a ground for declaring an Application as non- responsive.

7.2.2 PREPARATION OF APPLICATION

7.2.2.1 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.

7.2.2.2 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.

7.2.2.3 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.

7.2.2.4 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.

7.2.2.5 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.

7.2.2.6 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.

7.2.3 SUBMISSION OF APPLICATION

7.2.3.1 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 EOI for Cooperative Cold Storage Operation on PPP
(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.

7.2.3.2 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.

7.2.3.3 Each Applicant shall submit as part of its Application:

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.

7.2.3.4 Each Applicant shall be permitted to submit only 1 (one) Application for Selection. An Applicant who submits or participates in more than one Application(s) for Selection shall cause all the Applications with the Applicant's participation to be disqualified.

Applicants shall submit their Applications in the sealed box kept at the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack, At- Kathagadasahi, Po-Buxibazar, Dist.-Cuttack, PIN-753001 on or before Application Due Date & time. 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.

7.2.3.5 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 & Time shall not be opened or evaluated and shall be deemed to be rejected for all purposes.

7.2.3.6 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 Selection Process.

7.3 ACKNOWLEDGEMENT BY THE APPLICANT:

7.3.1 It shall be deemed that by submitting the Application, the Applicant has:

- (a) made a complete and careful examination of the information provided in the EOI;
- (b) received all relevant information requested from Authority;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Authority;
- (d) 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;
- (e) 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
- (f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

7.3.2 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 Selection Process, including any error or mistake therein or in any information or data given by Authority.

7.3.3 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 Selection 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.

7.4 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 through mail 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 through mail. 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.

7.5 OPENING AND EVALUATION OF APPLICATIONS

7.5.1 OPENING OF APPLICATIONS

7.5.1.1 Authority shall open only those Applications that are submitted on or before the specified time on the Application Due Date/ Time.

7.5.1.2 Authority shall open the Applications at the time and on the date specified in Selection Schedule at the following address:

**Office of the Deputy Registrar of Cooperative Societies, Cuttack Division, Cuttack ,
At- Kathagadasahi, Po- Buxibazar, Dist.-Cuttack PIN-753001.**

The Applications shall be opened in the presence of the Applicants / Authorized representatives.

7.5.1.3 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.

7.5.1.4 The envelopes of the Applications will be opened on the date mentioned in the Selection 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.

7.5.1.5 Once all the Applications have been opened, they will be evaluated and to determine whether the Applicants are qualified to undertake the Project.

7.5.2 General Conditions of Evaluation:

7.5.2.1 To assist in the verification and evaluation of applications, a Technical Committee to be formed by the Bidding Authority.

7.5.2.2 The technical committee reserves 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.

7.5.2.3 Information relating to the verification, clarification, evaluation and comparison of Applications and recommendations for the selection shall not be disclosed to Applicants or any other persons not officially concerned with such process. 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.

7.5.3 EVALUATION OF PROPOSAL

7.5.3.1 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 selection:

Technical Evaluation

The eligible bidders would be evaluated for selection based on the following technical score weightage.

S. No	Criteria	Weightage	
	Sub-Criteria	Sub-Criteria	Criteria Total
	Past Experience of the Bidder	30	
1.1	Experience of Bidder in Agro industries or fruit and vegetable preservation, processing and marketing (in number of years on the EOI 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 of 1.00 Cr. from managing IPH or Cold Storage or cooling chamber or warehouse / similar type of work at least once in last three financial years ending March 2022.	(Maximum 20 Marks)	
		i. Bidders having prescribed annual turnover from IPH/Cold storage/ cooling chamber/warehouse / similar type of work = 10 marks ii. For each additional 5 lakh annual turnover = 1 marks (maximum 10 points)	20
	Financial Strength of the Bidder	25	
2.1	Average Annual turnover during the last three financial years as on 31.03.2022.	(Maximum 15 Marks)	
		i. Bidders having prescribed turnover as per the EOI = 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	(Maximum 10 Marks)	

	EOI issue date	i. Bidders having prescribed Minimum Net Worth as per EOI=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 Operation & Management of cold storage.		10
4	Registrations of the bidder		10
4.1	Copy of valid Registration Certificate from APEDA or MPEDA or FSSAI or similar authority or FPO registration		4
4.2	Registration under labour law		2
4.3	Registration with Employee's Provident fund Organisation		2
4.4	Employee State Insurance Registration		2
5	Bidder's Proposal: Understanding of TOR, Business plan, Operation Strategy, Expertise		10
6	Technical Presentation. Covering: about the organisation, proposed Investment, Business Plan, procurement plan, Operation & Management Strategy for management of cold storage etc.		15
	Total		100

Bidders who scores more than 60% marks in Technical evaluation shall be considered.

7.5.3.2 SELECTION OF FIRMS

After completing the above technical evaluation the empanelment of firms will be made as per top scores in the descending order. Then RFP to be invited from empanelled firms offering their cost which will again be evaluated by the finance committee to prepare the final list.

7.5.4 FEE & SECURITY

7.5.4.1 Cost of EOI Document:

- (a) The Applicants are required to submit **INR 11,800/- (10,000/- + 1800/-) (non-refundable)** to be payable in the form of Demand Draft / Pay Order / Banker's Cheque in favour of "**Secretary, Lakheswar Sital Bhandar and Banijya Samabaya**

Samiti Ltd.” payable at “ **Cuttack”** 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.

7.5.4.2 PERFORMANCE SECURITY

At the time of agreement selected Bidder must submit Performance Security in shape of Bank Guarantee @ 5 % of the project cost of the reconstruction plan with any scheduled Commercial Bank operating in Odisha valid upto 3 months of every agreed period. The Bank guarantee will be revalidated accordingly.

CHAPTER-VIII

7.5.5 RIGHTS OF BIDDING AUTHORITY

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

- (a) suspend the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter of assignment to the selected bidder.;
- (b) consult with any Applicant in order to receive clarification or further information;
- (c) retain any information, documents and/or evidence submitted to Authority by and/or on behalf of any Applicant;
- (d) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, 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;
- (e) reject an Application, if:
 - (i) at any time, a material misrepresentation is made or uncovered; or
 - (ii) the Applicant in question does not provide, within the time specified by Authority, the supplemental information sought by Authority for evaluation of the Application.
- (f) Accept or reject an Application, annul the Selection 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 Selection Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications from for selection.

CHAPTER-IX

7.5.6 Settlement of Disputes :

7.5.6.1 The parties shall seek to resolve any dispute amicably.

7.5.6.2 If either party objects to any action or inaction of the other party, the objection party may file a written notice of dispute to the other party providing the detail of the dispute. The party receiving the notice of the dispute will consider it and to respond in writing within 14 days, if the party fails to respond within 14 days, or the dispute can not be amicably settled within 14 days the matter may be referred to adjudication/ arbitration.

7.5.6.3 Any dispute between the parties arising under or related to the contract agreement that can not be settled amicably may be referred to by either party to the adjudication / arbitration in accordance with the provision of law.

CHAPTER-X

7.5.7 MISCELLANEOUS

7.5.7.1 The Selection Process, the EOI and the Applications shall be governed by, and construed in accordance with, the laws of India.

7.5.7.2 The competent courts at Cuttack shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Selection Process and the EOI.

7.5.7.3 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.

7.5.7.4 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 Selection 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 Selection Process or is a retained professional advisor advising Authority or the Applicants on matters arising out of or concerning the Selection

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 or
- e. in connection with any legal process.

7.5.7.5 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

The Administrator
Lakheswar Sital Bhandar and Banijya Samabaya Samiti Ltd.,
At - Raipur, Po- Baranga, Dist.- Cuttack

Dear Sir:

Ref: **Expression of Interest for Revival of Cooperative Cold Storage on PPP Mode.**

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 to be provided in the EOI document to the Authority in respect of the captioned subject, the undersigned hereby submits the Application in response to the above bidding process.
2. I/We have studied the EOI for selection 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 bidding process including the selection.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid selection process.
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 selection 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 selection 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 selection Process and also after being selected; 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 bidding 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 bidding of Agencies, or in connection with the 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 bidding 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 EOI Document.

13. I/We submit bid declaration in accordance with the EOI 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

ANNEXURE-2: FORM - 2

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

ANNEXURE-3: FORM -3

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 “Revival of Cooperative Cold Storage on PPP Mode. (“Project”), the company/partnership/ proprietary firm is submitting its Application for the Project issued by the Administrator 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 & designation of the person] and countersigned by [name & designation of the person] of the company/partnership/ proprietary 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 of state & period of closure	Total Contract Value	Remarks
1					
2					
3					
4					
5					

Note:

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, 2023.

<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.
 - 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.....2023
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.]

<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.>>

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, 2023.

<Name of the Bidder>

<Signature of the Authorized person>

<Name of the Authorized Person>

Notarised

ANNEXURE-10

FORMAT FOR PERFORMANCE SECURITY IN THE FORM OF BANK GUARANTEE

To

The Administrator

**Lakheswar Sital Bhandar and Banijya Samabaya
Samiti Ltd.,
At - Raipur, Po- Baranga,
Dist.- Cuttack**

WHEREAS _____ [name and address of Agency]

(Hereinafter called "the Agency") has undertaken, in pursuance of to the EOI/Agreement No. _____ dated _____ to Operate, run, maintain and manage the Multi commodity Cold Storage / Integrated pack house At - Raipur, Po- Barang, Dist.- Cuttack.

AND WHEREAS it has been stipulated by Administrator in the said Contract that the Agency shall furnish Administrator with a Bank Guarantee by a scheduled commercial bank 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 the project cost of the reconstruction plan amount 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 the project cost of the reconstruction plan amount 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