

Request for Proposal (RFP)

For

**Selection of Operator for Operating, Maintaining & Managing - Six
State Government Testing Laboratories on Public Private
Partnership (PPP) Mode**



**Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar - 751001
Government Of Odisha**

Date: 02/11/2023

Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar – 751001,
Government of Odisha
NOTICE INVITING TENDER

Bid/ Package no _____

Date: 02/11/2023

RFP for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories on Public Private Partnership (PPP) Mode

As MSMEs cater to various industries, the durability and reliability of the products manufactured by them are very critical. It is important that they adhere to national and international standards. However, as it is difficult for individual units to set up their own full-fledged laboratories for testing their products for conforming to national and international standards, hence MSME department had established Testing Laboratories providing testing and calibration facilities to industries in general and MSE's in a particular for raw materials, semi-finished and finished products, manufactured by them.

It is necessary to regularly modernizing/upgrading the existing Testing Laboratories to cater to the need of industries and MSME players, situated in nearby locality. Therefore, to augment the capacity, upgrade the existing machinery and enhance operational efficiencies of existing six laboratories, MSME Department, Bhubaneswar through Directorate of Export, Promotion and Marketing (the “**Authority**”) have decided to hand-over operation of its these Laboratories to private organisations.

As a part of this endeavour, the Authority has decided to invite participations from eligible entities to undertake the Operation and Maintenance of six State Government Testing Laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack Odisha (the “**Project**”) on Equip, Operate, Maintain and Transfer (the “**EOMT**”) basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Name of the Project	Key Components
Equip, Operate, Maintain and Transfer of a six State Government Testing Laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack Odisha	Provided in Appendix A

The complete Bidding Documents can be viewed / downloaded from <https://msme.odisha.gov.in/> and <https://depmodisha.nic.in/> from **02/11/2023**. Bid must be submitted physically at **Directorate of Export, Promotion & Marketing (DEPM), Raptani Bhawan, Indradhanu Market Rd, IRC Village, Nayapalli, Bhubaneswar, Odisha-751015** on or before **30/11/2023** (up to 1800 hours IST). Bids shall be opened on **01/12/2023** (at 1500 hours

IST).

Please note that the Authority reserves the right to accept or reject all or any of the Bids without assigning any reason whatsoever.

Thanking you,
Yours faithfully,

Principal Secretary,
Micro, Small & Medium Enterprises Department,
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar-751001

Phone No: +91 674 2391384/2393055/2393055

Fax No- (0674) 2394051/2550

DISCLAIMER

1. The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Bidder(s), whether verbally or in documentary or any other form by or on behalf of the Authority or any of its employees or advisors, is provided to Bidder(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.
2. This RFP is not an Agreement and is neither an offer nor invitation by the Authority to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their application for qualification and making their financial offers (Bids) pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Authority in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the Authority, its employees, or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, data and information furnished in this RFP or to be furnished later under the bidding documents, by the Authority are, only indicative and for the sole purpose of making available to interested parties / bidders' information that may be useful to them in the formulation of their Bid. Such assumptions, assessments, statements, and information contained in the Bidding Documents, especially the Project Information Memorandum, may not be complete, accurate, adequate or correct. Each Bidder should, therefore, before placing reliance on aforesaid assumptions, assessments, statements, data and information [furnished in this RFP or referred to herein, by the Authority] conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources. For avoidance of doubt, in case Bidder places reliance on any aforesaid assumptions, assessments, statements, data and information [furnished by the Authority in this RFP or referred to herein], then the same shall not in any manner bind/make liable the Authority, to indemnify the Bidder in respect of any loss/damage/costs whatsoever arising out of or in connection with such reliance placed by the Bidder on the aforesaid assumptions, assessments, statements, data and information.
3. The Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP. The Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.
4. The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Operator, as the case may be, for the Project and the

Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

5. The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Authority or to any other person in a position to influence the decision of the Authority for showing any favour in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Authority may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Bid Security.
6. Laws of the Republic of India are applicable to this RFP.
7. The RFP is solely for the implementation of the Project to be undertaken in accordance with this RFP on the Site, the owner of which is and shall always be Authority and the land shall always be deemed to be in the actual exclusive possession of Authority. The Selected Bidder shall only make use of the land to implement the Project and the land on which the proposed Project is to be undertaken shall in no way be deemed to be transferred by any mode to the Selected Bidder. Any attempt to transfer the land by any mode shall be treated as malfeasance and in that event the Operation and Maintenance Agreement shall be terminated forthwith without any notice and reason and Authority shall resume the land together with all structures and forfeit the Bid Security/ Performance Guarantee without any prejudice to any action taken as per law.

PROJECT INFORMATION MEMORANDUM

S. No	Parameters	Details						
1	Project Title	Operating, Maintaining & Managing of six state government testing laboratories in Odisha on Equip, Operate, Maintain and Transfer (EOMT) basis in PPP mode						
2	Location	6 State Government testing Laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack						
3	Concessioning Authority	MSME Department, Bhubaneswar, Odisha						
4	Project Site Area (Approx.)	Name	Rourkela	Berhampur	Balasore	Angul	Bolangir	Cuttack
		Land (sqft)	68399	15899	15000	19776	11979	42120
		Building (sqft)	11674	5909	5000	3772	5780	19800
5	Mandatory Compliance	Operation and Maintenance of all facilities to ensure adherence to governing norms/rules						
6	Prohibited Facilities /Activities	Prohibited activities includes but not limited to, use of any built-up space for the purposes directly or indirectly, as Residential, Hospital, Warehousing, Industrial Activities, LPG Godowns, Petrol Bunk, any trade, or activity involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process. Any activity which is prohibited by Laws, Regulations, Ordinances, and the likes from the Central & State government						
7	Term of the Agreement	10 (Ten) years from the Appointed Date extendable to 5 (five) years on satisfactory performance. [The Operation and Maintenance Agreement shall include the period for fulfillment of Conditions Precedent, License period (which includes the Operations Period and the License Period, which shall be co-terminus to the License period).]						
8	Appointed Date	Date of execution of the Operation and Maintenance Agreement.						
9	Bid Security	Rs. 1,00,000/- Rupees One Lacs only in the form of an irrevocable, unconditional bank guarantee in favour of Director, Export Promotion and Marketing, Odisha issued by a scheduled bank in India and acceptable to the Government of India, or by way of a demand draft in favour of Director, Export Promotion and Marketing, Odisha and payable at Bhubaneswar and payable in Indian rupees.						
10	Bidding Parameter	Highest Annual License Fees payable on quarterly basis commencing from the calendar month falling immediately after the appointed date till the 31st March of the succeeding calendar year & thereafter during the remaining License period. The Annual License fees will be escalated at the rate of 10% at every third anniversary of appointed date						
11	Pre-Bid Meeting	14/11/2023 at 3:00 PM						
12	Bid Due date	30/11/2023 at 3:00 PM						

SECTION-1-INTRODUCTION

1.1 Background

1.1.1 There are 6 State Government testing Laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack by MSME Department of Government of Odisha through its Directorate of Export, Promotion and Marketing. These Laboratories cater to MSMEs, Government Organisations and Works Contractors by conducting about 10,000 tests in a year pertaining to products such as building materials, ferrous and non-ferrous alloys, engineering products, steel products, paper and paper products, paints, leather products, water purification materials, soaps and detergents, drugs and pharmaceuticals, etc. Out of these 6 Laboratories, one located at Cuttack is NABL accredited while the Laboratories of Rourkela and Angul are under process for NABL accreditation.

It is necessary to regularly modernizing/upgrading the existing Testing Laboratories to cater to the need of industries and MSME players, situated in nearby locality. Therefore, to augment the capacity, upgrade the existing machinery and enhance operational efficiencies of existing six laboratories, the State Government have decided to hand-over operation of its these Laboratories to private organisations.

As a part of this endeavour, the Authority has decided to invite participations from eligible entities to undertake the Operation and Maintenance of existing six laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack, Odisha (the “Project”) on Equip, Operate, Maintain and Transfer (the “EOMT”) basis, and has, therefore, decided to carry out the bidding process for selection of an entity as the Bidder to whom the Project may be awarded. A brief description of the Project may be seen in the Project Information Memorandum Brief particulars of the Project are as follows:

Name of the Project	Key Components
Equip, Operate, Maintain and Transfer of a existing six laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack, Odisha	Provided in Appendix A

1.1.2 The Selected Bidder, who is either a company incorporated in India under the Companies Act, 1956/2013, or a Partnership firm registered in India under Partnership Act 1932 or Limited Liability Partnership Firm registered under Limited Liability Partnership Act, 2008 (the “Operator”), shall be responsible for operation and maintenance of the Project for the Term in accordance with Operation & Maintenance Agreement (the “Operation and Maintenance Agreement” or “Operation and Maintenance Agreement”), to be entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding

Documents pursuant hereto.

1.1.3 The scope of work will broadly include the following:

The Scope of work of the Project shall broadly include operation and maintenance of 6 existing testing laboratories functioning at Rourkela, Berhampur, Balasore, Angul, Bolangir and Cuttack, Odisha as per Government Norms/Guidelines and applicable laws and acts. The nature of the Project facilities and the list of prohibited activities are detailed in the table below:

- a) Arrange and mobilize finances required for the Project within the prescribed time period (as prescribed in the Operation and Maintenance Agreement).
- b) Undertake, at its own cost, risk and expenses, operation, management and maintenance of the Project for the Operation and Maintenance Period, in accordance with various requirements set out under Operation and Maintenance Agreement.
- c) To determine, demand, charge and appropriate the user charges/ testing charges/tariff/ revenue from the users of the Project, in accordance with the provisions of the Operation and Maintenance Agreement.
- d) Deploy the required human resources with adequate skill and number for proper functioning of the facility with required standards.
- e) Upgrade, enhance, and augment (new testing lines, existing testing lines) the facility.
- f) Undertake any further obligation as set out under Operation and Maintenance Agreement.

The nature of the Project facilities and the list of prohibited activities are detailed in the table below:

S. No	Parameters	Details
1	Proposed Project Components	Details provided in Appendix A
2	Mandatory Compliance	Operation and Maintenance of all facilities to ensure adherence to Government Rules/Guidelines
3	Prohibited Facilities /Activities	Prohibited activities includes but not limited to, use of any built-up space for the purposes directly or indirectly, as [to be inserted. for eg Residential, Hospital, Warehousing, Industrial Activities, LPG Godowns, Petrol Bunk, any trade or activity] involving any kind of obnoxious, hazardous, inflammable, non-compatible and polluting substance or process. Any activity which is prohibited by Laws, Regulations, Ordinances and the likes from the Central & State government

1.1.4 The Operation and Maintenance Agreement sets forth the detailed terms and conditions for grant of the license to the Operator, including the scope of the Operator’s services and obligations (the “License”).

1.1.5 The statements and explanations contained in this RFP are intended to provide a better understanding to the Bidders about the subject matter of this RFP and

should not be construed or interpreted as limiting in any way or manner the scope of services and obligations of the Operator set forth in the Operation and Maintenance Agreement or the Authority's rights to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof or herein contained. Consequently, any omissions, conflicts or contradictions in the Bidding Documents including this RFP are to be noted, interpreted and applied appropriately to give effect to this intent, and no claims on that account shall be entertained by the Authority.

- 1.1.6 The Authority shall receive Bids pursuant to and in accordance with the terms set forth in this RFP and other documents to be provided by the Authority pursuant to this RFP, as modified, altered, amended and clarified from time to time by the Authority (collectively the "**Bidding Documents**"), and all Bids shall be prepared and submitted in accordance with such terms on or before the date specified in Clause 1.3 of Section 1 of this RFP for submission of Bids (the "**Bid Due Date**").

1.2 Brief description of Bidding Process

- 1.2.1 The Authority has adopted a one stage two envelop process (referred to as the "**Bidding Process**") for selection of the Bidder for award of the Project. Under this process, the Bid shall be invited under two envelops. The Bidder shall pay to the Director, Export Promotion and Marketing, Odisha a sum of **Rs 1000/- (Rupees One Thousand only)** as the cost of the tender, in the form of a demand draft drawn in favour of **Director, Export Promotion and Marketing, Odisha payable at Bhubaneswar**, and submit the same along with the Technical Bid. Eligibility and qualification of the Bidder (The "**Bidder**", which expression shall, unless repugnant to the context, will be first examined based on the details submitted under First Envelop ("**Technical Bid**") with respect to eligibility and qualifications criteria prescribed in this RFP. The Financial bid under the Second Envelop ("**Financial Bid**") shall be opened of only those Bidders whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. GOI has issued guidelines for qualification of bidders seeking to acquire stakes in any public sector enterprise through the process of disinvestment. These guidelines shall apply mutatis mutandis to this Bidding Process as applicable. The Authority shall be entitled to disqualify any Bidder in accordance with the aforesaid guidelines at any stage of the Bidding Process. Bidders must satisfy themselves that they are qualified to bid, and should give an undertaking to this effect in the form at Appendix-IA
- 1.2.2 Interested bidders (the "**Bidders**") are being called upon to submit their Bid in accordance with the terms specified in this Bidding Document. The Bid shall be valid for a period of 120 days from the bid due date as specified in Clause 1.3 of this section for submission of Bids.

- 1.2.3 The complete Bidding Documents includes the draft Operation and Maintenance Agreement for the Project. Subject to the provisions of Clause 2.1.3 of Section 2 of this RFP, the aforesaid documents and any addenda issued subsequent to this RFP Document, will be deemed to form part of the Bidding Documents.
- 1.2.4 A Bidder is required to deposit, along with its Bid, a interest free Bid Security of Rs1,00,000/-(Rupees One Lac only) (the "**Bid Security**"), refundable not later than 180 (one hundred and eighty) days from the Bid Due Date, except in the case of the Selected Bidder whose Bid Security shall be retained till it has provided a Performance Security under the Operation and Maintenance Agreement. The Bidders will have an option to provide Bid Security in the form of a demand draft or a bank guarantee acceptable to the Authority, and in such event, the validity period of the bank guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time and that the validity of the demand draft shall not be less than 75 (seventy five) days from the Bid Due Date. Upon submission of demand draft, the same shall be encashed by the Authority. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
- 1.2.5 The pre-qualification stage (the "**PQ Stage**") of the Bidding Process involves pre-qualification (the "**PQ**") of prospective bidder(s) in accordance with the provisions of this RFP. At the end of this stage, the Authority shall shortlist pre-qualified Bidders fulfilling the qualification criteria.
- 1.2.6 The Bidders shortlisted after the pre-qualification stage shall be eligible for opening and evaluation of their Price Bids at the Price Bid stage of the Bidding Process (the "**Price Bid Stage**") comprising the opening and evaluation of price Bid (the "Price Bid").
- 1.2.7 During the Bid Stage, Bidders are invited to examine the Project in greater detail, and to carry out, at their cost, such studies and investigations as may be required for submitting their respective Bids for award of the License including implementation of the Project.
- 1.2.8 Bids are invited for the Project on the basis of the highest annual license fees (the "**Bidding Parameter**"). The bidding parameter shall be the highest annual license fees and shall be paid as per the provisions of the Operation and Maintenance Agreement. The License period is predetermined, as indicated in the Operation and Maintenance Agreement. The annual license fees shall constitute the sole criteria for evaluation of Financial Bids. Subject to Clause 2.14 of Section 2 of this RFP, the Project will be awarded to the Bidder quoting the highest annual license fees.

In this RFP, the term "**Highest Bidder**" shall mean the Bidder whose annual license

fees is the highest.

1.2.9 Any condition or qualification or any other stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid. Further other details of the process to be followed under this Bidding Process and the terms thereof are spelt out in this RFP.

1.2.10 Any queries or request for additional information concerning this RFP shall be submitted by e-mail to the officer designated in Clause 2.9.2 of Section 2 of this RFP with identification/ title:

"Queries/Request for Additional Information:

RFP for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories on Public Private Partnership (PPP) Mode. in the State of Odisha".

1.3 Schedule of Bidding Process

The Authority shall endeavor to adhere to the following schedule:

Sl. No.	Event Description	Date
1	Invitation of RFP (NIT)	02/11/2023
2	Last date for receiving queries	08/11/2023 up to 6:00 PM
3	Pre-Bid meeting at venue mentioned at Clause 1.4 of Section 1 of this RFP	14/11/2023 at 3:00 PM
4	Authority to respond to queries raised during the Pre-Bid meeting latest by	20/11/2023
5	Bid Due Date	30/11/2023 up to 6:00 PM
6	Opening date and time of Technical Bid	01/12/2023 at 3:00 PM
7	Opening date and time of Financial Bid	To be intimated
8	Issue of Letter of Award	To be intimated
9	Validity of Bid (" Bid Validity ")	120 days from Bid Due Date
10	Signing of Operation and Maintenance Agreement	Within 45 days of award of LOA

Clarification:

- (1) The above schedule is tentative. The Authority reserves the right to modify the said schedule of Bidding Process at any time during the Bidding Process at its sole discretion without assigning any reason or being liable for the same in any manner whatsoever. Such change, if any, would be uploaded at the website of the Authority

from time to time.

- (2) Further the Authority reserves the right to hold, in its sole and absolute discretion, more than one pre-bid meeting or hold one or more consultation meetings with the interested parties and in such event the above schedule shall stand modified and amended.

1.4 Pre bid Meeting.

A Pre-Bid Conference shall be held to clarify issues and to answer questions on any matter that may be raised at that stage. The date, time and venue of the Pre-Bid Conference shall be:

Date: 14/11/2023

Time: 3:00 PM

Venue: Micro, Small & Medium Enterprises Department, Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar, Bhubaneswar - 751001

SECTION-2- INSTRUCTIONS TO BIDDERS

2.1 General terms of Bidding

2.1.1 The Bidder shall be a single entity agreeing to implement the Project. No Bidder shall submit more than one Bid for the Project. A Bidder may be a natural person, private entity, government owned entity. Participation in bidding process forming consortium is not allowed and any application and bid submitted as a consortium will be summarily rejected.

2.1.2 Certificate regarding Compliance: A certificate shall be required to be submitted by the bidders in the format prescribed at Appendix-IV. It may be noted that in case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.

Validity of Registration: In respect of RFP, registration should be valid at the time of submission of bids and at the time of acceptance of bids. If the Bidder was validly registered at the time of acceptance, registration shall not be a relevant consideration during contract execution.

2.1.3 The Project Information Memorandum & Project Details is being provided only as a preliminary reference by way of assistance to the Bidders who are expected to carry out their own surveys, investigations and other detailed examination of the Project before submitting their Bids. Nothing contained in the Project Information Memorandum & Project Details shall be binding on the Authority nor confer any right on the Bidders, and the Authority shall have no liability whatsoever in relation to or arising out of any or all contents of the Project Information Memorandum & Project Details

2.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the Operation and Maintenance Agreement shall have an overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder Clause 2.1 of this RFP shall continue to have effect in addition to its obligations under the Operation and Maintenance Agreement.

2.1.5 The Bid shall be furnished in the format prescribed in the RFP. The Technical Bid shall be as per Appendix IA and the Financial Bid shall be as per Appendix IB of the RFP. Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in prescribed format of Financial Bid and shall be signed by the Bidder's authorized signatory. In the event of any difference between figures and words, the amount indicated in words shall prevail and be considered.

2.1.6 The Bid shall consist of the annual license fees, as per the terms and conditions of this RFP and the provisions of the Operation and Maintenance Agreement.

2.1.7 The Bidder shall deposit a Bid Security of Rs. 1,00,000/- (Rupees One Lakh only) in

accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either as a Demand Draft or in the form of a Bank Guarantee acceptable to the Authority, as per format at Appendix-II. The Bidders shall also have to pay a tender fee Rs. 1000 (Rupees One Thousand only) in the form of a Demand Draft drawn in favor of Director, Export Promotion and Marketing, Odisha and payable at Bhubaneswar, along with the Technical Bid.

- 2.1.8 The validity period of the Bank Guarantee shall not be less than 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (Sixty) days and may be extended as may be mutually agreed between the Authority and the Bidder. The Bid shall be summarily rejected if it is not accompanied by the Bid Security. The Bid Security shall be refundable no later than 180 (one hundred and eighty) days from the Bid Due Date except in the case of the Selected Bidder, whose Bid Security shall be retained till the Selected Bidder has provided the Performance Security under the Operation and Maintenance Agreement.
- 2.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-III, authorizing the signatory of the Bid to commit the Bidder.
- 2.1.10 The Bidders to specifically take note of what is mentioned under Clause 1.2.7 in section-1 of this RFP. In case any condition or qualification or any other stipulation is contained in the Bid, the same shall render the Bid liable to rejection as a non-responsive Bid.
- 2.1.11 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in English language.
- 2.1.12 The Bidding Documents including this RFP and all attached documents, provided by the Authority are and shall remain or become the property of the Authority and are transmitted to the Bidders solely for the purpose of preparation and the submission of a Bid in accordance herewith. Bidders are to treat all information as strictly confidential and shall not use it for any purpose other than for preparation and submission of their Bid. The provisions of this Clause 2.1.12 shall also apply mutatis mutandis to Bids and all other documents submitted by the Bidders, and the Authority will not return to the Bidders any Bid, document or any information provided along therewith.
- 2.1.13 This RFP is not transferable.
- 2.1.14 Any award of Project pursuant to this RFP shall be subject to the terms of Bidding Documents.
- 2.1.15 Any entity which has been barred by the Central/ State Government, or any entity controlled by it, from participating in any project, and the bar subsists as on the Bid due date, would not be eligible to submit a Bid.
- 2.1.16 A Bidder should, in the last 3 (three) years, 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 against the Bidder nor has been expelled from any project or contract by any public entity nor have had any contract terminated any public entity for breach by such Bidder.

Authority would place sole reliance on the certification provided by the Bidder in this regard in its letter comprising the Technical Bid. Any misrepresentation or concealment of any information in this regard shall render the Bid liable for outright rejection at the sole discretion of the Authority.

2.1.17 In computing the Technical Capacity and Net Worth of the Bidder under Clauses 2.2.2 and 3.4 of this RFP, the Technical Capacity and Net Worth of their respective Associates would not be eligible hereunder Clause 2.1.17 of this RFP.

For the purposes of this RFP, Associate means, in relation to the Bidder, a person who controls, is controlled by, or is under the common control with such Bidder (the “**Associate**”). As used in this definition, the expression “control” means, with respect to a person which is a company or corporation, the ownership, directly or indirectly, of more than 50% (fifty per cent) of the voting shares of such person, and with respect to a person which is not a company or corporation, the power to direct the management and policies of such person by operation of law.

It is clarified that a certificate from a qualified external auditor who audits the book of accounts of the Bidder shall be provided to demonstrate that a detail furnished is of Bidder only and does not include information of any Associate of the Bidder in the format given in Appendix IA.

2.1.18 The following conditions shall be adhered to while submitting a Bid:

- (a) Bidders should attach clearly marked and referenced continuation sheets in the event that the space provided in the prescribed forms in the Annexes is insufficient. Alternatively, Bidders may format the prescribed forms making do provision for incorporation of the requested information.
- (b) information supplied by a Bidder must apply to the Bidder, and not, unless specifically requested, to other associated companies or firms.
- (c) in responding to the RFP submissions, Bidders should demonstrate their capabilities in accordance with Clause 3.1 of Section 3 of this RFP; and

2.1.19 Notwithstanding anything to the contrary contained herein, in the event that the Bid Due Date falls within three (03) months of the closing of the latest financial year of a Bidder, it shall ignore such financial year for the purposes of its Bid and furnish all its information and certification with reference to the 3 (three) years (for Average annual turnover purpose) or 1 (one) year (for Net Worth purpose), as the case may be, preceding its latest financial year. For the avoidance of doubt, financial year shall, for the purposes of a Bid hereunder this RFP, mean the accounting year

followed by the Bidder in the course of its normal business.

2.1.20 Any condition or qualification or any other essential stipulation contained in the Bid shall render the Bid liable to rejection as a non-responsive Bid.

2.2 Eligibility and qualification requirements of Bidder

2.2.1 For determining the eligibility of Bidder to participate in response to this RFP the following shall apply:

(a) The Bidder may be a single entity. No Bidder shall submit more than one bid. In the event of any Bidder is found to have submitted more than one bid, then all the bids submitted by such bidder will be summarily rejected.

(b) Bidder may be a natural person or private entity.

Further, the Orders (Public Procurement No. 1 & 2) of Ministry of Finance issued vide letter no. F. No. 6/18/ 2019- PPD dated 23.07.2020 enclosed as Appendix-B5A shall be applicable to all Bidders. Any Bid without Appendix-B5B shall be treated as non-responsive and shall be liable to be rejected.

(c) A Bidder shall be liable for disqualification and forfeiture of Bid Security, if any legal, financial or technical adviser of the Authority in relation to the Project is engaged by the Bidder, in any manner for matters related to or incidental to such Project during the Bidding Process or subsequent to the (i) issue of the LOA or (ii) execution of the Operation and Maintenance Agreement. In the event any such adviser is engaged by the Selected Bidder or Operator, as the case may be, after issue of the LOA or execution of the Operation and Maintenance Agreement for matters related or incidental to the Project, then notwithstanding anything to the contrary contained herein or in the LOA or the Operation and Maintenance Agreement and without prejudice to any other right or remedy of the Authority, including the forfeiture and appropriation of the Bid Security or Performance Security, as the case may be, which the Authority may have thereunder or otherwise, the LOA or the Operation and Maintenance Agreement, as the case may be, shall be liable to be terminated without the Authority being liable in any manner whatsoever to the Selected Bidder or Operator for the same. For the avoidance of doubt, this disqualification shall not apply where such adviser was engaged by the Bidder in the past, but its assignment expired or was terminated 6 (six) months prior to the date of issue of RFP for the Project. Nor will this disqualification apply where such adviser is engaged after a period of 3 (three) years from the date of **COD** (the "**Commercial Operation Date**") of the Project.

Provided, in case the Authority seeks information / clarification from a Bidders related to occurrence / non-occurrence of Conflict of Interest and the Bidders fails to

provide such information within a reasonable time, the Authority shall disqualify the Bidders. Encash its Bid Security as per provision of Clause 2.21.7 of Section 2 of this RFP (a) and further debar it from participation in any future procurement process of Authority for a minimum period of One (1) year from the Bid Due Date of this work.

2.2.2 In addition to the condition mentioned in clause 2.2.1, a Bidder shall also fulfil conditions in accordance with clause 2.2.2 to be eligible to participate in response to this RFP:

(A). Financial Capacity:

- i. Shall have positive Net Worth at the close of the immediately preceding financial year.
- ii. Shall in the last three financial years [i.e., 2022-23, 2021-22 and 2020-21] have neither been a loss making company nor been in the list of Non Performing Asset (NPA) and / or Corporate Debt Restructuring (CDR) and / or Strategic Debt Restructuring (SDR) and/or should not have any notice from National Company Law Tribunal (NCLT). The Bidder shall provide a certificate as per the format given at Appendix- IA Annexure IA.
- iii. shall have minimum average annual turn-over of Rs.50,00,000 (Rupees Fifty Lakhs). in the last three financial years [i.e., 2022-23, 2021-22 and 2020-21].

(B). Technical Capacity:

- i. Shall have experience of operating and maintaining at least one NABL (or any other competent regulatory authority as applicable) accredited Laboratory in India in the last 7 Financial Years [i.e. 2022-23, 2021-22, 2020-21, 2019-20, 2018-19, 2017-18, 2016-17].
- ii. Shall currently operating and maintaining at least one NABL (or any other competent regulatory authority as applicable) accredited Laboratory in India.

2.2.3 Bids which are found qualified as per the conditions of clause 2.1 and 2.2 shall be eligible for further evaluation in accordance with clause 3 of this RFP. Bid which do not qualify the conditions of clause 2.1 and 2.2 above will be considered nonresponsive and the Bid security will be adjusted as per clause 2.19.7

2.3 Site visit and verification of information

2.3.1. Bidders are encouraged to submit their respective Bids after visiting the Project site and ascertaining for themselves the site conditions, location, surroundings, climate, availability of power, water & other utilities for construction, access to site, handling and storage of materials, weather data, applicable laws and regulations, and any other matter considered relevant by them.

2.3.2. It shall be deemed that by submitting a Bid, the Bidder has:

- (a) Made a complete and careful examination of the Bidding Documents.
- (b) Received all relevant information requested from the Authority.
- (c) Accepted the risk of inadequacy, error or mistake in the information provided in the Bidding Documents or furnished by or on behalf of the Authority relating to any of the matters referred to in Clause 2.3.1 above.
- (d) Satisfied itself about all matters, things and information including matters referred to in Clause 2.3.1 hereinabove necessary and required for submitting an informed Bid, execution of the Project in accordance with the Bidding Documents and performance of all of its obligations thereunder.
- (e) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information provided in the Bidding Documents or ignorance of any of the matters referred to in Clause 2.3.1 hereinabove shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from the Authority, or a ground for termination of the Operation and Maintenance Agreement by the Operator.
- (f) Acknowledged that it does not have a Conflict of Interest; **and**
- (g) Agreed to be bound by the undertakings provided by it under and in terms hereof.

2.3.3. The 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 thing arising out of or concerning or relating to RFP, including any error or mistake therein or in any information or data given by the Authority.

2.4 Verification and Disqualification

2.4.1. The Authority reserves the right to verify all statements, information and documents submitted by the Bidder in response to the RFP and the Bidder shall, when so required by the Authority, make available all such information, evidence and document as may be necessary for such verification. Any such verification, or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder Clause 2.4.1 of this RFP nor will it affect any rights of the Authority thereunder.

2.4.2. The Authority reserves the right to reject any Bid and appropriate the Bid Security if:

- (a) At any time, a material misrepresentation is made or uncovered, or
- (b) The Bidder does not provide, within the time specified by the Authority, the supplemental information sought by the Authority for evaluation of the

Bid.

Such misrepresentation/ improper response shall lead to the disqualification of the Bidder. If such disqualification/rejection occurs after the Bids have been opened and the Highest Bidder gets disqualified/ rejected, then the Authority reserves the right to annul the Bidding Process and invites fresh Bids.

- 2.4.3. In case it is found during the evaluation or at any time before signing of the Operation and Maintenance Agreement or after its execution and during the period of subsistence thereof, including the license thereby granted by the Authority, that one or more of the eligibility and /or qualification requirements have not been met by the Bidder, or the Bidder has made material misrepresentation or has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the Operator either by issue of the LOA or entering into of the Operation and Maintenance Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Operation and Maintenance Agreement, as the case may be, the same shall, notwithstanding anything to the contrary contained therein or in this RFP, be liable to be terminated, by a communication in writing by the Authority to the Selected Bidder or the Operator, as the case may be, without the Authority being liable in any manner whatsoever to the Selected Bidder or the Operator. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under this RFP, the Bidding Documents, the draft Operation and Maintenance Agreement or otherwise.

2.5 Contents of the RFP

- 2.5.1. This RFP comprises the Disclaimer set forth hereinabove, the contents as listed below, and will additionally include any Addenda issued in accordance with Clause 2.7 of Section 2 of this RFP.

Invitation for Bids

- Section 1. Introduction
- Section 2. Instructions to Bidders
- Section 3. Evaluation of Bids
- Section 4. Fraud and Corrupt Practices
- Section 5. Pre-Bid Conference
- Section 6. Miscellaneous

Appendices

A Project Details

- IA Letter comprising the Technical Bid including Annexure I to VI
- IB Letter comprising the Financial Bid
- II. Bank Guarantee for Bid Security
- III. Power of Attorney for signing of Bid
- IV. Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

- 2.5.2. The draft Operation and Maintenance Agreement and Project Information Memorandum provided by the Authority as part of the Bidding Documents shall be deemed to be part of this RFP.

2.6 Clarifications

- 2.6.1. Bidders requiring any clarification on the RFP may notify the Authority in writing or by fax and e-mail in accordance with Clause 1.2.10 of Section 1 of this RFP. They should send in their queries before the date mentioned in the Schedule of Bidding Process as specified in Clause 1.3 of Section 1 of this RFP. The Authority shall endeavour to respond to the queries within the period specified therein, but no later than 15 (fifteen) days prior to the Bid Due Date. The responses will be sent by e-mail. The Authority will forward all the queries and its responses thereto, to all Bidders without identifying the source of queries.

- 2.6.2. The Authority shall endeavour to respond to the questions raised or clarifications sought by the Bidders. However, the Authority reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring the Authority to respond to any question or to provide any clarification.
- 2.6.3. The Authority may also on its own motion, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by the Authority shall be deemed to be part of the Bidding Documents. Verbal clarifications and information given by Authority or its employees or representatives or advisors shall not in any way or manner be binding on the Authority.

2.7 Amendment of RFP

- 2.7.1. At any time prior to the Bid Due Date, the Authority may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the RFP by the issuance of Addenda.
- 2.7.2. Any Addendum issued hereunder Clause 2.7 of this RFP will be in writing and shall be sent to all the Bidders.
- 2.7.3. In order to afford the Bidders a reasonable time for taking an Addendum into account, or for any other reason, the Authority may, at its own discretion, extend the Bid Due Date.

2.8 Format and Signing of Bid

- 2.8.1. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects and Bid Security, tender fee or copy of payment proof of cost of tender fee, as the case may be, Power of Attorney etc. as specified in Clause 2.9.2 of this RFP are received in hard copies.
- 2.8.2. The Bid shall be typed and signed in indelible blue ink by the authorized signatory of the Bidder. All the alterations, omissions, additions or any other amendments made to the Bid shall be initialed by the person(s) signing the Bid.
- 2.8.3. The Bid and all related correspondence and documents in relation to the Bidding Process shall be in English language. Supporting documents and printed literature furnished by the Bidders with the Bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the Bid, the English language translation shall prevail.
- 2.8.4. The Bidder shall provide all the information sought under this RFP. The Authority will evaluate only those Bids that are received in the required formats and complete in all respects. Incomplete and /or conditional Bids shall be liable to rejection.
- 2.8.5. The Bidder shall prepare one original of the documents comprising the Bid and clearly marked "ORIGINAL". In addition, the Bidder shall make one copy of the Bid, clearly marked "COPY". In the event of any discrepancy between the original and the copy, the original shall prevail.

2.9 Documents comprising Technical and Financial Bid

- 2.9.1. The Bidder shall submit the Technical Bid and Financial Bid in form and manner as stipulated in the clause 2.9.1 of the RFP.

Technical Bid (Envelope A)

The technical bids marked as “**Technical Bid – Envelope A**” (original and copy) shall contain:

- (a) Appendix-IA (Letter comprising the Technical Bid) including Annexure I to V and supporting certificates / documents.
- (b) Power of Attorney for signing the Bid as per the format at Appendix-III.
- (c) Copy of Memorandum and Articles of Association, if the Bidder is a body corporate, and if a partnership then a copy of its partnership deed.

- (d) Copies of Bidder's duly audited balance sheet and profit and loss statement for preceding 3 years from the Bid Due Date.'
- (e) An undertaking from the person having Power of Attorney referred to in Subclause-(b) above that they agree and abide by the Bidding Documents uploaded by [Authority.] and amendments uploaded, if any and Original Statement of Legal Capacity as per format at Annexure V
- (f) Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs) as per format given in Appendix-IV shall be submitted by the Bidder with the RFP Bid duly signed by Authorized signatory and shall be part of the Operation and Maintenance Agreement.
- (g) Copy of Registration from the Competent Authority as defined in Public Procurement Order No. F. No. 6/18/2019-PPD dated 23rd July 2020, if applicable (to be submitted by the "Bidder from a country which shares a land border with India").
- (h) Original of Experience certificates, if any.
- (i) Signed copy of the RFP and draft O & M agreement

RFP Process Cost (Envelope C) (original ©)

- (a) The Bidder shall submit the RFP Process cost of Rs. **1000/- (Rupees One Thousand only)** in form of DD in favor of **Director, Export Promotion and Marketing, Odisha payable at Bhubaneswar**
- (b) Bid Security of **Rs. 1,00,000/- (Rupees One Lac only)** in the form of Bank Guarantee in the format at Appendix-II from a Scheduled Bank or in the form of Demand Draft

Financial Bid (Envelope B)

- (a) Appendix-IB (Letter comprising the Financial Bid) (*Appendix – IB shall be uploaded in a separate folder along with the financial quotation.*)

2.9.2. The Bidder shall submit the Technical Bid (Envelope A) & Financial Bid (Envelope B), along with the RFP process cost or proof of RFP process cost, as the case may be, (Envelope C), put together in one envelope and be sealed properly. The Bidder shall seal the original and copy duly marking the envelopes as "ORIGINAL" and "COPY" the envelopes shall then be sealed in an outer envelope superscribing ***Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories on Public Private Partnership (PPP) Mode*** and also the name of the Bidder. In addition, the Bid Due Date should be indicated on the right-hand top corner of the envelope.

2.9.3. The envelope shall be addressed to the following and shall be submitted at the respective address:

Addressed to: The Director, Directorate of Export, Promotion & Marketing (DEPM)

Address: Directorate of Export, Promotion & Marketing (DEPM), Raptani Bhawan, Indradhanu Market Rd, IRC Village, Nayapalli, Bhubaneswar, Odisha-751015

Phone No: 0674-2552675

Fax No- 0674-255268

Email: depmodisha@gmail.com, ipemsme@gmail.com

- 2.9.4. If the envelopes are not sealed and marked as instructed above, the Authority assumes no responsibility for the misplacement or premature opening of the contents of the Bid submitted and consequent losses, if any, suffered by the Bidder. Bidder.
- 2.9.5. Bids submitted by fax, telex, telegram or e-mail shall not be entertained and shall be rejected.

2.10 Bid Due Date

Technical & Financial Bid comprising of the documents listed at Clause 2.9.1 of the RFP shall be submitted at the address mentioned in Clause 2.9.3 on or before 1800 hrs. IST on 30/11/2023, in the manner and form as detailed in this RFP. A receipt thereof should be obtained from the person specified at Clause 2.9.3. The Authority may, in its sole discretion, extend the Bid Due Date by issuing an Addendum in accordance with Clause 2.7 of this RFP uniformly for all Bidders.

2.11 Late Bids

Bids received after the prescribed date and time at Clause 2.10 shall not be considered and shall be summarily rejected.

2.12 Modifications/ Substitution/ withdrawal of Bids

- 2.12.1. The Bidder may modify, substitute, or withdraw its Bid after submission prior to the Bid Due Date, provided that written notice of the modification, substitution or withdrawal of Bid is received by Authority before the Bid Due Date and time. The Outer envelope of the modified Bid shall superscribe **Modified Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories on Public Private Partnership (PPP) Mode**, the name of the Bidder and date of submission of modified Bid. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid Due Date and Time.
- 2.12.2. In event of receiving a Modified Bid of any Bidder, all the bids submitted by such Bidder prior to submission of Modified Bid shall not be considered for evaluation and hence will be returned unopened to the Bidder after completion of the bidding process.
- 2.12.3. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded.

2.13 Opening of Bids.

2.13.1. The Authority shall open Technical Bids on 01/12/2023 at 1500 hours IST, in the presence of the authorized representatives of the Bidders, who choose to attend. The Authority will subsequently examine and evaluate the Bids in accordance with the provisions of Section 3 of RFP.

2.14 Rejection of Bids

2.14.1. Notwithstanding anything contained in this RFP, the Authority reserves the right to reject any Bid and/or to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder Clause 2.14.1 of this RFP.

2.14.2. The Authority reserves the right not to proceed with the Bidding Process at any time, without notice or liability, and to reject any Bid without assigning any reasons.

2.15 Validity of Bids

The Bids shall be valid for a period of not less than 120 (one hundred and twenty) days from the Bid Due Date. The validity of Bids may be extended by mutual consent of the respective Bidders and the Authority.

2.16 Confidentiality

Information relating to the examination, clarification, evaluation and recommendation for the Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional advisor advising the Authority in relation to, or matters arising out of, or concerning the Bidding Process. The Authority will treat all information, submitted as part of the Bid, in confidence and will require all those who have access to such material to treat the same in confidence. The Authority may not divulge any such information unless it is directed to do so by any statutory entity that has the power under law to require its disclosure or is to enforce or assert any right or privilege of the statutory entity and/or the Authority or as may be required by law or in connection with any legal process.

2.17 Correspondence with the Bidder

Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to acceptance or rejection of any Bid.

2.18 Performance Security

The selected Bidder, within 7 (seven) days of submission of signed duplicate copy of LOA, shall furnish to the Authority an irrevocable and unconditional Bank guarantee as a Performance Security in the form and manner, amount and period specified in draft

Operation & Maintenance Agreement (the "**Performance Security**")

2.19 Bid Security

- 2.19.1. The Bidder shall furnish as part of its Bid, a Bid Security referred to in Clauses 2.1.7 and 2.1.8 hereinabove in the form of a bank guarantee issued by nationalized bank, or a Scheduled Bank in India, in favour of the Director, Export Promotion and Marketing, Odisha in the format at Appendix-II (the “**Bank Guarantee**”) and having a validity period of not less than 180 (one hundred eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days, and may be extended as may be mutually agreed between the Authority and the Bidder from time to time.
- 2.19.2. Bid Security can also be in the form of a demand draft issued by a Scheduled Bank in India, drawn in favour of Director, Export Promotion and Marketing, Odisha and payable at Bhubaneswar (the “**Demand Draft**”). The Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest free.
- 2.19.3. Any Bid not accompanied by the Bid Security shall be summarily rejected by the Authority as non-responsive.
- 2.19.4. Save and except as provided in Clauses 1.2.4 and 1.2.5 above, the Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Bid of the Selected Bidder or when the Bidding process is cancelled by the Authority, and in any case within 180 (one hundred and eighty) days from the Bid Due Date. Where Bid Security has been paid by Demand Draft, the refund thereof shall be in the form of an account payee Demand Draft in favour of the unsuccessful Bidder(s). Bidders may by specific instructions in writing to the Authority give the name and address of the person in whose favour the said Demand Draft shall be drawn by the Authority for refund, failing which it shall be drawn in the name of the Bidder and shall be mailed to the address given on the Bid.
- 2.19.5. The Selected Bidder’s Bid Security will be returned, without any interest, upon the Operator signing the Operation and Maintenance Agreement and furnishing the Performance Security in accordance with the provisions thereof. The Authority may, at the Selected Bidder’s option, adjust the amount of Bid Security in the amount of Performance Security to be provided by him in accordance with the provisions of the Operation and Maintenance Agreement.

2.19.6. The Authority shall be entitled to forfeit and appropriate the Bid Security as Damages inter alia in any of the events specified in Clause 2.19.7 of this RFP. The Bidder, by submitting its Bid pursuant to this RFP, shall be deemed to have acknowledged and confirmed that the Authority will suffer loss and damage on account of withdrawal of its Bid or for any other default by the Bidder during the period of Bid validity as specified in this RFP. No relaxation of any kind on Bid Security shall be given to any Bidder.

2.19.7. The Bid Security shall be forfeited as Damages without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/or under the Operation and Maintenance Agreement, or otherwise, under the following conditions:

- a) If a Bidder submits a non-responsive Bid.
Subject however that in the event of encashment of Bid Security occurring due to operation of para 2.19.7 (a), the Damage so claimed by the Authority shall be restricted to 5% of the value of the Bid Security.
- b) If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Clause 4 of this RFP.
- c) If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by mutual consent of the respective Bidder(s) and the Authority.
- d) In the case of Selected Bidder, if it fails within the specified time limit –
 - i) to sign and return the duplicate copy of LOA.
 - ii) to sign the Operation and Maintenance Agreement; or
 - iii) to furnish the Performance Security within the period prescribed in the Operation and Maintenance Agreement; or
 - iv) If a Bidder fails to provide any clarification or explanation as may be sought by the Authority from such Bidder within the time specified for the same; or
If a Bidder makes a misrepresentation as to any facts or figures regarding its Bid or during the Bidding Process in order to get the LOA/ License
- e) Any other conditions, with respect to the Bidder as well as the Selected Bidder, for which forfeiture of Bid Security has been provided under this RFP.
- f) In case the Selected Bidder, having signed the Operation and Maintenance Agreement, commits any breach thereof prior to furnishing the Performance Security.

SECTION-3- EVALUATION OF TECHNICAL BIDS AND OPENING & EVALUATION OF FINANCIAL BIDS

3.1 Pre-Qualification Stage - Opening and Evaluation of Technical Bids

- 3.1.1 The Authority shall open the Technical Bids at 1500hours IST on 01/12/2023, at the place specified in Clause 2.9.3 above and in the presence of the Bidders who choose to attend.
- 3.1.2 Applications for which a notice of withdrawal has been submitted in accordance with Clause 2.12.3 of this RFP shall not be opened.
- 3.1.3 The Authority will subsequently examine and evaluate the Bids in accordance with the provisions set out in this Section 2 and 3.
- 3.1.4 To facilitate evaluation of Bids, the Authority may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid within a prescribed time period.
- 3.1.5 Bidders are advised that qualification of Bids will be entirely at the discretion of the Authority. Bidders will be deemed to have understood and agreed that no explanation or justification on any aspect of the Bidding Process or selection will be given.
- 3.1.6 Any information contained in the Bid submitted shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.1.7 If any information furnished by the Bidder is found to be incomplete, or contained in formats other than those specified herein, the Authority may, in its sole discretion, exclude the relevant information from consideration of eligibility and qualification of the Bidder.
- 3.1.8 In the event that a Bidder claims credit for an Eligible Project, and such claim is determined by the Authority as incorrect or erroneous, the Authority shall reject such claim and exclude the same from computation of the Experience score, and may also, while computing the aggregate Experience score of the Bidder, make a further deduction equivalent to the claim rejected hereunder Clause 3.1.9 of this RFP. Where any information is found to be patently false or amounting to a material misrepresentation, the Authority reserves the right to reject the Bid in accordance with the applicable provisions of this RFP.
- 3.1.9 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

3.2 Tests of responsiveness

- 3.2.1 As a first step towards evaluation of Technical Bids, the Authority shall determine whether each Technical Bid is responsive to the requirements of this RFP. A Technical Bid shall be considered responsive only if:
 - (a) Bid is received on or before the Bid due date and time as mentioned in clause 2.10 and in form and manner as prescribed in the RFP.
 - (b) Technical Bid is accompanied by the Bid Security as specified in Clause 2.1.7

- and 2.1.8 above.
- (c) Technical Bid is accompanied by the Power of Attorney as specified in Clauses 2.1.9 above.
 - (d) Technical Bid contain all the information (complete in all respects).
 - (e) Technical Bid does not contain any condition or qualification or reservation.
 - (f) It contains information in formats same as those specified in this RFP.
 - (g) It contains certificates from its statutory auditors in the formats specified in this RFP.
 - (h) Technical Bid contains demand draft of Rs.1000/- drawn in favour of Director, Export Promotion and Marketing, Odisha payable at Bhubaneswar towards cost of tender fee as specified in Clause 2.1.7 hereabove.
 - (i) Tender Bid contains the Bid security in the form and manner as prescribed in the RFP.
 - (j) it is not non-responsive in terms hereof.

3.2.2 The Authority reserves the right to reject any Technical Bid which is non- responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Authority in respect of such Bid.

3.3 Pre-Qualification Criteria for Evaluation

3.3.1 Only those Bidders who meet the eligibility criteria specified in Clause 2.2.2 and 3.2 shall qualify for evaluation under this Section 3.4. Bids of firms who do not meet these criteria shall be rejected and will not be evaluated further.

3.3.2 A Bidder's competence and capability is proposed to be established by the following parameters:

- (a) Financial Capacity; and
- (b) Technical Capacity

3.4 Technical Capacity for purposes of evaluation

3.4.1 For evaluating the Financial and Technical capacity of Bid in accordance of clause 3.3.2 the Bidder's experience shall be measured and stated in terms of a score (the "**Experience Score**"). Marking criteria on which the scores will be allotted will be as following:

SNo	Criteria	Max Marks	
1	Financial Capacity		
1a	Average Annual Turnover for the past 3 (three) financial years preceding the Bid Due Date. If Average Annual Turnover equal to Rs. 50,00,000– 10 marks For every additional Rs. 50,00,000 above Rs. 50,00,000 – 1 mark	15	20
1b	Minimum Net Worth at the close of the immediately preceding financial year. If Minimum Net Worth equal to Rs. 50,00,000– 3 marks	5	

	For every additional Rs. 50,00,000 above Rs. 50,00,000 – 1 mark		
	Financial Score Sub Total [A]		20
2	Technical Capacity		
2a	Have experience of operating, maintaining, and managing testing laboratories in the past 7 years in India. For 3 testing laboratories– 10 marks For every additional 1 testing laboratory above 3 testing laboratories – 5 marks	25	80
2b*	Have experience of operating, maintaining, and managing NABL accredited testing laboratories in the last 7 years in India. For 1 testing laboratory– 10 marks For every additional 1 testing laboratory above 1 testing laboratory – 5 marks	25	
2c#	Currently operating at least 1 NABL accredited testing laboratory in India. For 1 laboratory – 15 marks For every additional 1 testing laboratory above 1 testing laboratories – 5 marks	30	
	Technical Score -Sub Total [B]		80
	TOTAL EXPERIENCE SCORE [A + B]		100

Table 3.1

- (a) For avoidance of doubt, it is clarified that, the Bidders are not allowed to use the experience of its Associates, for fulfilling the Financial Capacity and Technical Capacity as provided in this Table 3.1 of Clause 3.4.1

3.4.2 The Bidders shall enclose with its Technical Bid, to be submitted as per the format at Appendix-IA, complete with its Annexes, the following:

- (i) Certificate(s) from its statutory auditors specifying the net worth of the Bidder, as at the close of the preceding financial year, and also specifying that the methodology adopted for calculating such net worth conforms to the provisions of this Clause 3.4.2 (i). For the purposes of this RFP, net worth (the “**Net Worth**”) shall mean the aggregate value of the paid-up share capital and all free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation, profits on fair value measurement. Further, Statutory auditors shall all ensure and certify that any disputed receivables, advances, other assets need to be excluded for Net Worth computation.

- (ii) Certificate(s) from its statutory auditors specifying the Average Annual Turnover of the Bidder, for past 3 (three) financial years preceding the Bid Due Date.

3.4.3 Bidder shall score at least **50 marks** as Total Experience Score for qualifying as Technically Responsive.

3.4.4 Only Bidders who meet the eligibility criteria under Clause 2.2.2, 3.2, 3.4.1 and 3.4.3 qualify as Pre Qualified bidders and would be eligible for Financial Evaluation as per Clause 3.7.

3.5 Details of Experience

3.5.1 The Bidders should furnish the details of Eligible Experience for the last 7 (seven) financial years immediately preceding the Bid Due Date.

3.5.2 The Bidders must provide the necessary information relating to Technical Capacity as per format at Annex-II of Appendix-IA.

3.5.3 The Bidders should furnish the required Project-specific information and evidence in support of its claim of Technical Capacity, as per format at Annex-IV of Appendix-IA.

3.6 Financial information for purposes of evaluation

3.6.1 The Bids must be accompanied by the Audited Annual Reports of the Bidder for the last 3 (three) financial years, preceding the year in which the Bid is made.

3.6.2 In case the annual accounts for the latest financial year are not audited and therefore the Bidder cannot make the same available, the Bidder shall give an undertaking to this effect and the statutory auditor shall certify the same. In such a case, the Bidder shall provide the Audited Annual Reports for 3 (three) years preceding the year for which the Audited Annual Report is not being provided.

3.6.3 The Bidder must establish the minimum Net Worth specified in Clause 3.4.2 above, and provide details as per format at Annex-III of Appendix-IA.

3.7 Opening and Evaluation of Financial Bids

Only those Bidders who meet the Pre-Qualification Criteria specified in Clause 3.3 shall qualify for evaluation under Clause 3.7. Bids that do not meet the Pre-Qualification Criteria shall be rejected.

The Authority shall inform the venue and time of opening of the Financial Bids to the Pre-qualified Bidders through e- mail. The Authority shall open the Financial Bids received on date and time to be informed in this Clause in the presence of the authorized representatives of the Bidders who may choose to attend. The

Authority shall publicly announce the quoted Annual License Fee for each of the technically responsive Bidder. The Authority shall prepare a record of opening of Financial Bids.

3.8 Selection of Bidder

- 3.8.1 Bidders may bid for one or more than one testing labs functioning at six location details of which is given in this RFP. Annual License Fees will be the only selection criteria through which the bidder among the eligible bidder according to the provisions of this RFP will be selected.
- 3.8.2 Subject to the provisions of Clause 2.14.1 above, the Bidder whose Bid is adjudged as responsive in terms of Clause 3.2 above and who quotes Highest Annual License Fee to be paid to the Authority for testing lab at particular location, in accordance with Appendix-IB shall be declared as the selected Bidder (the "**Selected Bidder**") for the testing lab at that location. The Bidder may be found Selected Bidder for more than one location based if his quotes were found highest for those locations. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bid hereunder Clause 3.8 of this RFP.
- 3.8.3 In the event that two or more Bidders quote the same amount of Annual License Fees for a particular location, as the case may be (the "**Tie Bidders**"), the Authority shall identify the Selected Bidder by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- 3.8.4 In the event that the Highest Bidder withdraws or is not selected for any reason, the Authority shall annul the Bidding Process and invite fresh Bids. In the event that the Authority rejects or annuls all the Bids, it may, in its discretion, invite all eligible Bidders to submit fresh Bids hereunder Clause 3.8 of this RFP.
- 3.8.5 After selection, a Letter of Award (the "**LOA**") shall be issued, in duplicate, by the Authority to the Selected Bidder and the Selected Bidder shall, within 7(seven)days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder, in acknowledgement is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security of such Bidder as Damages on account of failure of the Selected Bidder to acknowledge the LOA and forfeit its Bid Security.
- 3.8.6 After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall cause the Operator to execute the Operation and Maintenance Agreement within the period prescribed in Clause 1.3 above. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Operation and

Maintenance Agreement.

3.9 Contacts during Bid Evaluation

Bids shall be deemed to be under consideration immediately after they are opened and until such time the Authority makes official intimation of award/ rejection to the Bidders. While the Bids are under consideration, Bidders and/ or their representatives or other interested parties are advised to refrain, save and except as required under the Bidding Documents, from contacting by any means, the Authority and/ or their employees/ representatives on matters related to the Bids under consideration.

3.10 Correspondence with Bidder

- 3.10.1 Save and except as provided in this RFP, the Authority shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.
- 3.10.2 Any information contained in the Bid shall not in any way be construed as binding on the Authority, its agents, successors or assigns, but shall be binding against the Bidder if the Project is subsequently awarded to it on the basis of such information.
- 3.10.3 The Authority reserves the right not to proceed with the Bidding Process at any time without notice or liability and to reject any or all Bid(s) without assigning any reasons.

SECTION-4-FRAUD AND CORRUPT PRACTICES

4.1 Fraud and Corrupt Practices

- 4.1.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Operation and Maintenance Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Operation and Maintenance Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Operation and Maintenance Agreement, as the case may be, without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, the Authority shall be entitled to forfeit and appropriate the Bid Security or Performance Security, as the case may be, as Damages, without prejudice to any other right or remedy that may be available to the Authority under the Bidding Documents and/ or the Operation and Maintenance Agreement, or otherwise.

- 4.1.2 Without prejudice to the rights of the Authority under Clause 4.1.1 hereinabove and the rights and remedies which the Authority may have under the LOA or the Operation and Maintenance Agreement, or otherwise if a Bidder or Operator, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Bidding Process, or after the issue of the LOA or the execution of the Operation and Maintenance Agreement, such Bidder, at the sole and absolute discretion of the Authority, shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder, or Contractor, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.
- 4.1.3 For the purposes of this Section 4, the following terms shall have the meaning hereinafter respectively assigned to them:
- (a) "corrupt practice" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly, with the Bidding Process or the LOA or has dealt with matters concerning the Operation and Maintenance Agreement or arising therefrom, before or after the \ execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Bidding Process); or (ii) save and except as permitted under the Clause 2.2.1(d) of this RFP, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Operation and Maintenance Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Operation and Maintenance Agreement, who at any time has been or is a legal, financial or technical adviser of the Authority in relation to any matter concerning the Project;
 - (b) "Fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts.
 - (c) "Coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process.
 - (d) "Undesirable practice" means (i) establishing contact with any person connected

with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (ii) having a Conflict of Interest; and

- (e) “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

SECTION-5-PRE-BID CONFERENCE

5.1 Pre-bid Conference

- 5.1.1 Pre-Bid conference of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of prospective Bidders shall be allowed to participate on production of authority letter from the Bidder.
- 5.1.2 During the course of Pre-Bid conference(s), the Bidders will be free to seek clarifications and make suggestions for consideration of the Authority. The Authority shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

SECTION-6-MISCELLANEOUS

6.1 Miscellaneous

- 6.1.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts at [to be inserted] shall have exclusive jurisdiction over all disputes arising under, pursuant to and/ or in connection with the Bidding Process.
- 6.1.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to.
- a) suspend and/ or cancel the Bidding Process and/ or amend and/ or supplement the Bidding Process or modify the dates or other terms and conditions relating thereto.
 - b) consult with any Bidder in order to receive clarification or further information.
 - c) retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or
 - d) independently verify, disqualify, reject and/ or accept any and all submissions or other information and/ or evidence submitted by or on behalf of any Bidder.
- 6.1.3 It shall be deemed that by submitting the Bid, the Bidder agrees and releases the Authority, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for 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 hereunder this RFP, pursuant hereto and/ or in connection with the Bidding Process and waives, to the fullest extent permitted by applicable laws, any and all rights and/ or claims it may have in this respect, whether actual or contingent, whether present or in future.

APPENDICES

Appendix A Project Details

TESTING LABORATORY, CUTTACK

Address: - Industrial Estate, Khapurja, Cuttack-

Total Land Area- 42120 Sq. feet.

Building Area- 19800 Sq. feet.



Testing facilities available.

TESTING LABORATORY, CUTTACK

TESTING FACILITY AVAILABLE

1. Chemical Section

Chemical analysis of ferrous & non-ferrous metals & alloys & its products, Galvanization, Aluminoferric, Aluminium Sulphate, Non-ferric, Cement, Poly Aluminium Chloride, Coarse Aggregate & Fine Aggregate, Quick & Hydrated lime, building lime, Bleaching Powder, Limestone & Dolomite, Water For construction, Leathers: Leather products, Cotton yarn waste, Textile material (Cotton & wool percent), Soap, Rubberized Coir Sheets for Cushioning, Curled Type, Indelible ink, Wood

2. Paint Section

Etch (Pre-treatment) Primer, Ready mixed paint, Brushing, Bituminous, Black, acid, alkali, Water & Chlorine Resisting, Ready mixed paint, air drying, red oxide-zinc chrome, Priming- specification Ready Mixed paint, Brushing, Zinc Chrome, Priming, Aluminium Paints for general purposes Anti corrosive bituminous emulsion

3.Paper Section

Printing Map litho Paper, Cream laid and Cream wove/Printing White/Printing colored/Printing Offset, Azure laid Paper, Bond Paper, Account Book, Type Writing Paper, Printing White Super Calendared, Kraft Paper, Coated Paper, Plain Copier Paper, Pulp Board for General Purpose, Computer paper.

4. Mechanical/ Physical Section

Structural steel, Tor steel (Deformed steel bar), Metal Rolling shutter, Collapsible gate, Metal chair, Metal table (office type), Steel shelving cabinet, G.I barbed wire' Riser pipe' Hard drawn steel wire, Hospital bed stand, Composite office table, Compact desk cum bench single bed cot, Hardness of metal & rubber, Coarse Aggregate & Fine Aggregate, Cement

5.Drug Section

Handloom Cotton Bandage (Non sterilized), Handloom Cotton Gauge, Handloom cotton gauge for Plaster of Paris bandage.

EXISTING MACHINES AVAILABLE

Physical Section

Sl.No	Name of the machines
01	Universal testing machine ZD-100/German
02	Universal testing machine with Microprocessor FI-UTE-40
03	Universal testing machine ZD-20/German
04	Vickers-cum-Brinell Hardness tester/German/HPO-250
05	Digital Tensile Testing Machine – 500 kg.
06	Tensile Testing Machine/PRECISION/RT-5/250Kg.
07	Compression Testing Machines, Make-ASI, 200-ton cap.
08	Compression Testing Machines, Make-HELCO, 200-ton cap.
09	Length Comparator

10	Autoclave (Analog Pressure Gauge)
11	Curing Tank
12	Humidity Chamber with Temp. & RH
13	Le- Chatelier Water Bath
14	Lathe Machine
15	Shaper Machine
16	Drilling Machine

Chemical Section

SI No	Name of the Machine/Equipment
1(a)	Optical Emission spectrophotometer, make-METAVISION, Model- 108 N with manual 7 accessories
(b)	3 in 1 sample preparation machine with manual & accessories.
2	Digital magnetic stirrer with hot plate, make- TARSON.
3	Microtek online UPS,2KVA-72V
4	Hot plate with magnetic stirrer,make- ARSON
5	Muffle furnace, cap-1200 c, make- ARSON
6	Digital magnetic stirrer with hot plate, make- TARSON (same as SI No. 2 of page 10-11)
7	High precision metrological standard weights & weight box, make-WENSAR, range-2mg to 200 mg, class F-1
8	Oxygen cylinder (10.2 kg) capacity, ISI marked – 1 no, flow metre- 1 no, oxygen cylinder trolley- 1 no. & oxygen cylinder key – 1 no.
9	Laboratory electronic top pan balance, make- K.Roy, cap- 600g, accuracy- 0.01g
10	Digital balance with density measurement kit arrangement under water, Make- Contech, Model- CA- 223, cap- 200g, LC-0.001g
11	Dean and stark apparatus
12	Digital tap loading analytical balance, make- Mettler Toledo, model- ML204, cap- 220g, LC-0.0001g
13	LED display digital thermo hygrometer
14	Carbon & sulphur estimation apparatus <ul style="list-style-type: none"> a. Tube furnace b. Control panel consisting of step-down transformer fitted with digital temp. Indicator with LED display
15	Digital weighing balance platform type, <p>Make- APPTECH, cap-1 kg, LC- 0.1g.</p>
16	Water bath thermostatically controller, double walled, stainless steel inside & outside mild steel duly with stove enamelled with thick glass wall insulation between the walls

17	New argon gas cylinder 47 ltr water capacity
18	HP i 3 CPU, S.L No- CVV7381CKA
19	Mini rotary shaker, make- REMI, size- 12 "x 12 "
20	Mini rotary shaker, make- WISWO, size- 450 x 600 x 450mm
21	Hot plate, rectangular, make- WISWO, size-300 x 450 mm
22	Digital hygrometer
23	Digital weighing balance, hanging type, cap- 5g to 50 g.
24	Refrigerator, double door, make- SAMSUNG, model- REF- RT28N3022MU/HL, Ssl No- 044K4PBKA00838
25	Printer, HP ink tank- 319
26	Cleveland open cup viscometer consisting of test cup heating plate, test flame applicator
27	LG air conditioner, model- JSUQ18NUXA750MAFC014531, 1.5 ton
28	Adjustable steel rack
29	Digital weighing balance, make- Mettler Toledom model- ML204
30	Platinum tipped tong
31	Platinum crucible with lid, wt= 29.935 g
32	Crucible tong, 36", S. S
33	PH Meter, Digi sun (Out of order)
34	X-Toy Double pan balance, cap= 200g (Out of order)
35	Weight Box (Dollar), Cap= 200g
36	Oxygen regulator
37	Analytical balance, Contech (Out of order)
38	Refrigerator with stand, whirlpool
39	Automatic line voltage corrector, o.5 KVA
40	pH meter, Model- 111E (Out of order)
41	Muffle Furnace, Vikram Scientific
42	Platinum Crucible (Sl - 1 to 5)
43	Platinum wires (Sl- 1 & 2)
44	Platinum electrodes (1 to 3)
45	Platinum Dish, Cap- 100g
46	Platinum wares
47	Digital Burette, MERCK
48	UV visible spectrophotometer (out of order)
49	Distillation plant, SIMCO (Out of order)
50	Distilled water plant, YSU-410
51	pH meter microprocessor controlled, Systronics
52	Hygrometer digital
53	Heating Mantel

Paint Section

SI No	Name of the Machine/Equipment
1	Gardner Abrasion Tester for testing of paint as per IS: 5411 (II)/1972 and accessories
2	Pendulum type Impact Tester for testing paint as per IS: 169/1973 and accessories
3	Apparatus for determination of nonslip property for testing paint as per IS: 6714 and accessories
4	Hegman Gauge
5	Gardner Variable Impact Tester
6	Automatic Muller and stainless-steel palette knife
7	Marble plates
8	Sieve, 63 microns
9	Twin applicator
10	Electrodes consisting of solid cylinder of top electrode and flat dice of brass as per IS: 350/1968
11	Test Tube with plunger
12	Water Spraying apparatus
13	Microscope for particle shape with magnification of 400 as per IS: 66/72 and accessories
14	Flat point apparatus abell electrically heating arrangement with abell oil cup thermometer and abell water bath thermometer
15	Ford Cup B-4
16	Weight per imperial gallon cup made of stainless steel
17	Paint pressure tester
18	Salt spray cabinet with compressor control valve stabilising cylinder and pressure gauge (Out of order)
19	Scratch hardness tester, model- PT-6
20	Paint corrosion cabinet with 18 panels, (Out of order)
21	Paint corrosion cabinet, 6 panels, ICT
22	Chequer Board s per IS: 101/64
23	Ring & Ball apparatus with beaker and stirrer wire
24	Bend test apparatus
25	Scratch hardness tester, electrically operated
26	Brass seal
27	Elcometer, petroleum Inst. Corp.
28	Apparatus for determination resistance to wear
29	Accelerated weathering apparatus, SD make with transformer for carbon arc lamp compressor with ¼ HP Motor for spraying carbon arc lamp, water tank
30	Thermostatically controlled low temp. Water bath, SD make
31	TIC, make paint corrosion cabinet
32	Spray gun with portable compressor
33	Marshall Compaction hammer

34	Wet abrasion tester for emulsion paint
35	Glossometer with 450 angles
36	Pico Glossometer with 450 angles
37	Scratch Hardness tester
38	Salt Spray Corrosion cabinet
39	Abel open cup flash point apparatus
40	High speed centrifuge

Drugs Section

SI No	Name of the Machine/Equipment
1	Dissolution Test Apparatus
2	Digital analytical weighing balance
3	Water Bath
4	Hot plate
5	Magnetic Stirrer
6	Vacuum pump
7	Ulstrasonocator
8	Hot air oven

Paper Section

SI No	Name of the Machine/Equipment
1	Air Permeability Tester DL Model (Densometer)
2	K.B. Desk Trimer, 13"
3	Biological Microscope complete in cabinet (Research type), Pathological Olympus, Model- gHs, Sl. No- 27052
4	Bursting Strength Tester, Model BP- 30 with 2 pressure gauge
5	Bursting strength Tester
6	Sizing Tester
7	Folding Tester for paper (Double fold test)
8	Absorbency Tester (Cobb Tester)
9	Thickness Gauge
10	Strength Tester FDP-40 (Tensile tester)
11	IPU Pressure Gauge, Scientific
12	ELMENDROF Tearing Tester
13	Clark Stiffness Tester
14	Dry & Wet Bulb Thermometer
15	Single Pan Balance "Dhona" Make.
16	Smoothness Tester

17	Opacity Tester
18	Brightness Tester
19	Bursting Strength Apparatus
20	De-Humidifier MAC model MSW – 131
21	Tearing Strength Tester Elmendorf type, Digitl Model UEC- 1008B
22	Digital Bursting Strength Tester, UEC- 1010D
23	Digital Brightness Tester, UEC- 1017
24	Smoothness & Porosity Tester (Bendtsen) UEC-1013
25	Porosity Tester with Electronic Timer UEC-1012A
26	Computer CPU & Monitor (Wipro 17” TFT Monitor)
27	Printer HP Laser Jet P 1007
28	UPS for Computer
29	Environmental Chamber
30	Digital Humidity Meter
31	2 KVA Servo Voltage Stabilizer (Attached to Brightness Tester)
32	3.0 KVA Online UPS
33	Digital thickness Micrometer, Asian
34	Curl Tester, ASIAN
35	GSM Tester, Make “GLOBAL”
36	Punch & Die cutter for GSM
37	Digital Tensile Tester, GLOBAL Make
38	Punch & Die cutter for Tensile Test
39	Demission Wax stick consumable item with spirit lam
40	Stiffness Tester “GEC”
41	Cobb Tester “GLOBAL”
42	Analytical Balance, “Contech” Make
43	Brightness & Opacity Tester, SGT Make
44	Digital Tear Tester, SGT Make
45	Digital Burst Tester, SGT Make
46	LG Air Conditioner
47	4 KVA Stabiliser for Air Conditioner
48	Humidifier, S.S. Model, 5 ltr cap., Make- WISWO

TESTING LABORATORY, BALASORE

Address:- Industrial Estate, Balasore.

Total Land Area- 15000 Sq. feet.

Building Area- 5000 Sq. feet.



TESTING FACILITIES AVAILABLE.

Fine Aggregate(Sand), Coarse Aggregate, Water for construction purpose, Paver Blocks, Chequered Cement concrete tile, Soil &Moorum, Concrete Cubes, Cement, Flush Door Shutter, Burnt clay Building Bricks, Fly Ash Bricks, Bitumen mix, Bitumen, H.S. Deformed Steel Bar, M.S Angle, Channel, Bar, Beam, Flat &, Sections, M.S Tube for structural purpose, Steel Tubes. H.D wire, Mild steel & Medium Tensile steel Bar, C.R Sheet, Welded test coupons

EXISTING MACHINES AVAILABLE.

MECHANICAL SECTION

SI No	Name of the Machines
1.	UTM-40E(Computerized) Make-Lawrence & Mayo Sl.No.2014/1046
2.	Digital Display Compression Testing Machine 0-2000KN Sl.No.130536
3.	Digital Compression Testing Machine Model-4LDCV10G Sl.No.02/16
4.	Penumatic Air Compressor
5.	Vibrating Machine (New), Humidity Chamber (Make-Global)
6.	Refrigerated Water Tank (Make-Teknik),
7.	Curing Water Tank
8.	Hardness Tester Machine Model-TRSNTD Sl.No.2014/263
9.	Universal Testing Machine (Make-Precession 40Ton (Model-PMT1C Sl.No.9302)
10.	Tensile Strength Tester Capacity-500Kgf Prolific Make)
11.	Tensile Testing Machine-1000Kg Cap (Model-MT-16 Sl.No.800116 Precession Make)
12.	Tensile Tester (Make-Kamal Metal Industries, Model-1.3D
13.	Bench Grinder (Make- Moson Power),
14.	Table Drill Machine
15.	Tensile Tester (Make-Prolific

16.	Compression Testing Machine,200Ton (Make-Enkay)
17.	Abrasion Testing Machine (Los Angeles)
18.	Vibrating Machine
19.	Impact Test Machine, UPVC-Hand Impact Test Machine
20.	Sieve Shaker Machine (Make-Indosati)
21.	Power Hacksaw (Make-Matchless)
22.	Long Term Hydraulic Testing Machine for UPVC
23.	Dart Impact Tester for HDPE 220 volts/1-phase (Make-Prolific).

TESTING LABORATORY, ANGUL

Address:- Industrial Estate, Angul.

Total Land Area- 19776 Sq. feet.

Building Area- 3772 Sq. feet.



TESTING FACILITIES AVAILABLE.

Tensile Test Bar / Welded Test Piece / MS Angle/MS Flat/, MS Round/,MS Plate/ , MS Channel/, Beam/Square Bar etc., Deformed steel/, MS Rectangular Pipe/ Square Pipe /Galvanized Iron, /CR sheet, (machined specimen), Cement / Concrete cube/ Clay Bricks/ Fly Ash Bricks, Fine aggregates / Coarse Aggregates, Concrete Mix Design, Water for , construction purpose, Alumino ferric / Non ferric alum, Bleaching Powder, (Chemical)Hydrated lime /quick lime, (Chemical), Hard drawn steel wire, PAPER/ TEXTILE Steel shelving cabinet/ Compact desk cum bench/Steel chair /, Metal table (office type/composite office table)/, Single bed cot/Steel rack/Steel book shelf, **HDPE/ PVC Items** Tensile Test Bar / Welded Test Piece / MS Angle/MS Flat/, MS Round/, MS Plate/, MS Channel/, Beam/Square Bar etc.

EXISTING MACHINES AVAILABLE.

PHYSICAL SECTION

Sl.No.	Name of the Machines
1	Universal Testing Machine-400KN, Compression Testing Machine-200T
2	Compression Testing Machine-500KN
3	Digital Rockwell Hardness Tester (HRA-60Kgf, HRBW-100Kgf, HRC-150Kgf)
4	Universal Testing Machine-600KN with microprocessor
5	Pipe Bending Machine
6	Tensile Testing Machine-500Kgf
7	Impact Testing M/c for Aggregate
8	Los Angeles Abrasions Testing Machine
9	Apparatus for Crushing Strength
10	Thickness gauge for Flakiness Index
11	Lathe Machine
12	Shaper Machine
13	Power Hacksaw
14	Chop saw Machine
15	Power Saw for Wood
16	Pedestal Grinder
17	Bench Drill
18	Hand Drill
19	Length Gauge for Elongation Inde
20	Cylindrical metal measure(3ltr.,15ltr.,30ltr.) Le-Chatelier Water Bath,
21	Curing Tank
22	Humidity Chamber
23	Autoclave
24	Length Comparator
25	Vicat Apparatus
26	Blain air permeability Apparatus,

27	Mixture Machine
28	Vibrating Machine
29	Le-Chatelier mould
30	Cubemould for Cement testing
31	Autocvavemould
32	Digimatic Calliper (0-200mm,0.01mm)
33	Digimatic External micrometre (0-25mm,0.001mm),
34	Steel Scale (0-300mm, 1mm)
35	Steel Tape (0-300mm,1mm)
36	Digital Balance(1kg), Digital Balance (25kg),
37	Digital Balance (15kg),
38	Digital Balance (150kg),
39	IS Sieve (75 μ , 90 μ ,150 μ ,180 μ ,300 μ ,600 μ 1.18mm,2.36mm, 4.75mm, 5.6mm,10mm,11.2mm, 12.5mm,13.2mm, 19mm,20mm, 22.4mm, 26.5mm,40mm,45mm, 50mm ,53mm, 63mm, 75mm, 80mm, 90mm, 100mm, 125mm),
40	Sieve shaking Machine, Tools (Hammer, Chisel, Punch, Wrench, Hacksaw blade).

CHEMICAL SECTION

Sl.No	Name of the Machines
1	Digital temperature controller cum Indicator of tube furnace of Stroh line apparatus (1250° c),
2	Hot Air Oven (0-300 °C, 1 °C), Hot Plate
3	Hot Plate
4	Muffle Furnace
5	Digital Balance
6	Mettler Toledo (0.1mg to 220g, L.C-0.0001g),
7	Glass Thermometer (0 to 50 °C, 1 °C, 0 to 250 °C, 1 °C, 0 to 360 °C, 1 °C),
8	Weight Box (1mg to 200g),
9	Burette, Borosil (50ml,0.1ml) (25ml, 0.1ml),
10	Measuring Cylinder,
11	Borosil (10ml,0.2ml) (50ml,1ml),(100ml,1ml)(250ml,2ml)(1000ml,10ml)
12	Volumetric Flask
13	Borosil (*100ml,250ml,500ml),
14	Suction Pump
15	Sedimentation App
16	Compaction Test apparatus for of soil
17	Liquid limit apparatus for of soil
18	Rapid moisture meter

19	Ductility Machine with mould, Pensky-Martens Tester, Penetrometer
20	Ring & Ball Apparatus
21	Distil Water Plat
22	Bitumen Extractor
23	Oxygen Cylinder

TESTING LABORATORY, BERHAMPUR

Address: - Industrial Estate, Berhampur

Total Land Area- 15899 Sq. feet.

Building Area- 5909 Sq. feet.



TESTING FACILITIES AVAILABLE.

PHYSICAL SECTION

C.R Sheet, Cellular Light Weight Concrete (CLC) Bricks, Cement Concrete Cubes, Coarse Aggregates, Common Burnt Clay Bui, ding Bricks, Composite Office Table, Design Mix Samples, Grades M-20, M-25, M-30, M-35 & M-40., Fine Aggregates, G.I Pipe Socket, Galvanised Nut & Bolts, HSDS (High Strength Deformed Steel) Bars, Kerb Stone, M.S All drop, M.S Angle, M.S Hollow Rectangular/ square Tube, M.S Hollow Round Tube, M.S Round, M.S Square Bar, M.S Square Pipe, M.S Tower Bolt, Mild steel and medium tensile steel bars and hard- drawn steel wire for concrete reinforcement, OPC (Ordinary Portland Cement), PPC (Pozzolana Portland Cement), PSC (Portland Slag Cement), Pulverized Fuel Ash-Lime Bricks (Fly Ash Bricks), Screw, Steel Butt Hinge, Zig- Zag Pavers

CHEMICAL SECTION

Alum (Ferric/Non-Ferric), Bleaching Powder, Reinforcement Bar, OPC (Ordinary Portland Cement), PPC (Pozzolana Portland Cement), PSC (Portland Slag Cement), Quick Lime, Water for Construction Purpose, Zinc-coated Galvanized Products

DRUG SECTION

Hair Cream, Hair oil, Handloom Absorbent Cotton Gauze (Non-Sterilised), Handloom Cotton Bandage Cloth (Non-Sterilised), Handloom Cotton Cloth for Plaster of Paris (Non-Sterilised), White & Black Disinfectant Fluid (Phenyl)

EXISTING MACHINES AVAILABLE.

PHYSICAL SECTION

Sl.No	Name of the Machines
1	Universal Tensile Testing Machine
2	Compressive Testing Machine
3	Rockwell Hardness Testing Machine
4	Aggregate Impact Testing Machine
5	Abrasion (Los Angeles) Testing Machine
6	Flakiness Gauge for aggregate Testing
7	Elongation Gauge for aggregate Testing,
8	Cylindrical Metal Measure
9	Digital Humidity Chamber
10	Blain Air Permeability Apparatus
11	Pipe Bending Machine (Hand Operated)
12	Cube Mould
13	CHOP SAW
14	Circular Power Saw
15	Compaction Factor Apparatus
16	Cement Concrete Mixture
17	Flakiness Gauge
18	Grinding Machine
19	Surface Grinder
20	Hydraulic Power hacksaw
21	Impact Resistance test Apparatus for Polyethylene Sheet
22	Lathe Machine
23	Marble Cutter
23	Length Compactor
25	Digital & Manual Micrometres
26	Digital & Manual Callipers

27	Bevel Protractor
28	Sieve Shaking Machine,
29	Shaping Machine
30	Slump Cone Apparatus
31	Vibrating Machine (Cement Mould)
32	Vibrating Table
33	Vicat Apparatus
34	Weighing Scale
35	Wrap Reel (Hand Operated), Drilling Machine
36	Le-chatelier Mould with Flask, Pressure Head Testing Apparatus
37	Drilling Machine,
38	Pressure Head Testing Apparatus,
39	Dehumidifier
40	Refrigerated Water Tank
41	Platform Digital Balance
42	Make-K.Roy

CHEMICAL SECTION

Sl.No	Name of the Machines
1	Strolein Apparatus with combustion Device & Oxygen Cylinder
2	Muffle Furnace
3	Make-Test Master
4	Hot Air Oven, Make-Test Master
5	Digital Weighing Balance
6	Make-Sartorius
7	Model No-BSA2245-CW
8	pH Meter
9	Make-Eutech

DRUG SECTION

Sl.No	Name of the Machines
1	Muffle Furnace
2	Make-NSW
3	Digital Weighing Balance
4	Make-Mettler, Model No-ME220
5	Digital Weighing Balance
6	Make-K.Roy, Model-BW-600
7	Humidity Chamber Temperature
8	Hot Air Oven
9	Make-Eloee

10	Incubator Make-Tempo
11	Incubator
12	Autoclave (Vertical Type) Make-YORCO
13	pH Meter Make-Lab India
14	Digital Hot Plate Make-NSW
15	Laminar Air Flow Bench Make-Unilab
16	Microprocessor based Colony Counter Make-EL

TESTING LABORATORY, BOLANGIR

Address: - Industrial Estate, Bolangir.

Total Land Area- 11979 Sq. feet.

Building Area- 5780 Sq. feet.



TESTING FACILITIES AVAILABLE.

Coarse Aggregate, Fine Aggregate, Concrete Cube, Paver blocks, Burnt Clay building brick, Pulverized fuel ash lime bricks, Ordinary Portland cement 33 ,43, 53 grade, Portland pozzolana cement (Fly ash based) Portland slag cement, Reinforcement steel.

EXISTING MACHINES AVAILABLE

Sl No	Name of the Machines
1	Computerized Universal Testing Machine-600 KN (Model-TFUC 600, SI.No.2013-105)
2	Compression Testing Machine Capacity-200 ton (Make-INTERNATIONAL Sales Corporation)
3	Compression Testing Machine Capacity-500 KN (Make-ASI Instrument)
4	Digital Vernier Make-Mitutoyo)
5	Measuring Tape Capacity-3 mtrs. (Make-Toplok)
6	Weighing Machine (Make-Phoenix)
7	New Weighing Machine (Make-App-Tech)
8	Vicat's Apparatus (Make-Millimetre)
9	Steel Rule
10	New Digital Micrometer (Mitutoyo)

11	New Vibrating Machine (Amil Ltd)
12	New Vibrating Table (*Deck Size 500mm x 500mm)
13	New Cube Mould (70.6mm)
14	New Cube Mould (150mm)
15	New Curing Tank (Make-Teknik)
16	New Hot Air Oven (Labpro International, Model-UTS-1.01, Sl.No.LABPRO 20042).

TESTING LABORATORY, ROURKELA

Address: - Industrial Estate, Rourkela-769012

Total Land Area- 68399 Sq. feet.

Building Area- 11674 Sq. feet.



TESTING FACILITIES AVAILABLE.

Physical Section.

Coarse Aggregate, Stone Ballast, Fine Aggregate, Concrete Cube, Paver blocks, Burnt Clay bricks, fly ash bricks, Ordinary Portland cement 33 ,43, 53 grade, Portland pozzolana cement (Fly ash based), Portland slag cement, Reinforcement steel

Chemical Section.

Lime, Carbon Steel (Low carbon, medium carbon, High carbon) Stainless steel Alloy steel, Bleaching powder, Metallic coating, Iron Ore, Limestone & dolomite, Coal, Construction water, Tar macadam, Sealing wax, Riser pipe & socket, Dolomite

EXISTING MACHINES AVAILABLE

Mechanical Section

Sl No	Name of the Machines
1	Digital Compression Testing Machine (Model-NI-2070)
2	Universal Testing Machine (Madel-UTE-100T/FIE MAKE)
3	Universal Testing Machine/Digital (Model-ZD/GDR MAKE)
4	Universal Testing Machine/Digital (Model-LYNX/UTM 40E)
5	Digital Weighing Balance (Model-METTLER Toledo Me/204)
6	Digital Weighing Balance (Model-APP-Tech)
7	Digital Vernier Calliper (Model-mitutoyo)
8	Vicat's Apparatus (Model-Aimil)
9	Vicat's Apparatus (Model-Millimeter)
10	Lathe Machine
11	Shaper
12	Power Hachsaw
13	Vertical Driling
14	Balance Apparatus (Model-Aimil)
15	Bending Machine

APPENDIX IA
LETTER COMPRISING THE TECHNICAL BID
(Refer Clause 2.1.5, 2.9 and 3.2 of this RFP)

To,
The Principal Secretary
Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar – 751001,
Government Of Odisha

Sub: Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories on Public Private Partnership (PPP) Mode

Dear Sir,

1. With reference to your RFP document dated 02/11/2023, I/we, having examined the RFP document and understood its contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided therein in the Bid is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying such Bid are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Operator for the operation and maintenance of the aforesaid Project.
4. I/ We shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Bid.
5. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last three years, we or our Associates 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.

7. I/ We declare that
 - a) I/ We have examined and have no reservations to the RFP document, including any Addendum issued by the Authority.
 - b) I/ We do not have any conflict of interest in accordance with Clauses 2.2.1(c) and 2.2.1(d) of the RFP documents; and
 - c) I/We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4.1.3 of the RFP document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
 - d) I/ We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
 - e) the undertakings given by us along with the Application in response to the RFP for the Project were true and correct as on the date of making the Application and are also true and correct as on the Bid Due Date and I/We shall continue to abide by them.
8. I/ We understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any Bid that you may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.14.2 of the RFP document.
9. I/ We believe that we satisfy(ies) the Net Worth criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. I/ We further certify that in regard to matters relating to security and integrity of the country, we or any of our Associates have not been charge-sheeted by any agency of the Government or convicted by a Court of Law.
12. I/ We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our directors/ managers/ employees.

13. I/ We further certify that we are qualified to submit a Bid in accordance with the guidelines for qualification of bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment issued by the GOI vide Department of Disinvestment OM No. 6/4/2001-DD-II dated 13th July 2001 which guidelines apply *mutatis mutandis* to the Bidding Process.
14. I/ We undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the provisions of this RFP, we shall intimate the Authority of the same immediately.
 - (a) The Statement of Legal Capacity as per format provided at Annex-V in Appendix-IA of the RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid, as per format provided at Appendix III of the RFP, are also enclosed.
 - (b) I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements specified in Clause 2.2.4 of the RFP document.
15. I/We further certify that we or any of our Association are not barred by the Central Government/State Government or any entity controlled by it, from participation in any project (RFQ/RFP or otherwise), and no bar subsists as on date of Bid.
16. I/We hereby irrevocably waive any right or remedy 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 selection of the Bidder, or in connection with the Bidding Process itself, in respect of the abovementioned Project and the terms and implementation thereof.
17. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into Operation and Maintenance Agreement in accordance with the draft that has been provided to me/us prior to the Bid Due Date. We agree not to seek any changes and modifications in the aforesaid draft and agree to abide by the same.
18. I/We have studied all the Bidding Documents carefully. We understand that except to the extent as expressly set-forth in the Operation and Maintenance Agreement, 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 relating to the Bidding Process including the award of License.
19. I/ We have studied all the Bidding Documents carefully and also surveyed the site. We understand that except to the extent as expressly set forth in the Operation &

Maintenance Agreement, 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 relating to the Bidding Process including the award of License.

20. I/We offer a Bid Security of Rs. 1,00,000 (Rupees **One Lakh** only) to the Authority in accordance with the RFP Document.
21. The Bid Security in the form of a Demand Draft/ Bank Guarantee (strikeout whichever is not applicable) is attached.
22. The documents accompanying the Technical Bid, as specified in Clause 2.9.2 of the RFP, have been submitted in a separate envelope and marked as "Enclosures of the Bid".
23. I/We agree and understand that the Bid is subject to the provisions of the Bidding Documents. In no case, I/We shall have any claim or right of whatsoever nature if the Project / Concession is not awarded to me/us or our Bid is not opened or rejected.
24. The **Annual License Fee** has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation and Maintenance Agreement, our own estimates of costs and market demand and after a careful assessment of the site and all the conditions that may affect the Project cost and implementation of the Project.
25. I/ We agree and undertake to abide by all the terms and conditions of the RFP document.
26. I/ We certify that in terms of the RFP, my/our Net worth is Rs. (Rs. in words) and Average annual turnover is Rs..... (Rs. in words).
27. I/We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

In witness thereof, I/we submit this Bid under and in accordance with the terms of the RFP document.

Yours faithfully,

Date:

(Signature of the Authorized signatory)

Place:

(Name and designation of the of the Authorized signatory)

Name and seal of Bidder

Note: Paragraphs in curly parenthesis may be omitted by the Bidders, if not applicable to it, or modified as necessary to reflect Bidder-specific particulars.

**Annex-I
Details of Bidder**

- (a) Name:
 - (b) Country of incorporation:
 - (c) Address of the corporate headquarters and its branch office(s), if any, in India:
 - (d) Date of incorporation and/ or commencement of business:
2. Brief description of the Company including details of its main lines of business and proposed role and responsibilities in this Project:
3. Details of individual(s) who will serve as the point of contact/ communication for the Authority:
- (a) Name:
 - (b) Designation:
 - (c) Company:
 - (d) Address:
 - (e) Telephone Number:
 - (f) E-Mail Address:
 - (g) Fax Number:
4. Particulars of the Authorized Signatory of the Bidder:
- (a) Name:
 - (b) Designation:
 - (c) Address:
 - (d) Phone Number:
 - (e) Fax Number:

Annex-I

Name of Bidder:

No.	Criteria	Yes	No
1.	Has the Bidder been barred by the Central/ State Government, or any entity controlled by it, from participating in any project (EOMT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder paid liquidated damages of more than 5% of the contract value in a contract due to delay or has been penalized due to any other reason in relation to execution of a contract, in the last three years?		

5. A statement by the Bidder or any of their Associates disclosing material non-performance or contractual non-compliance in past projects, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary): Refer. Clause: 2.1.17 of Section 2 of this RFP:

Name of Bidder:

S. No.	Criteria	1st last year	2nd last year	3rd last year
1.	If Bidder has either failed to perform for works of on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder or has been expelled / terminated by Central/ State Government, or any entity controlled by it for breach by such Bidder along-with updated details of ongoing process of litigation / blacklisting.			

Annexure -1A

**Statement of Undertaking Regarding Non-Performing Asset (NPA) / Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR)/National Company Law Tribunal (NCLT)
(Clause 2.2.2 (III))**

The Principal Secretary
Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneshwar – 751001,
Government of Odisha

Date:

Sub: Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories through Public Private Partnership on Equip, Operate, Maintain and Transfer (EOMT) basis

Dear Sir,

We hereby confirm that we are not in the list of NPA/CDR / SDR/ and do not have any notice from NCLT during the last three years preceding the Bid Due Date and have not been a loss making company in the last three years preceding the Bid Due Date.

We also confirm that we are not in the list of NPA/ CDR / SDR/ and do not have any notice from NCLT as on Bid Due Date.

Thanking you,

..... Signature, name, and designation of Authorized Signatory For and on behalf of (Name of the Applicant) Name of the Statutory Auditor's firm Seal of the audit firm Signature, name and designation and Membership No of authorized signatory
--	--

Note: This undertaking is to be signed by the Applicant is to be countersigned by the Statutory Auditor.

Annex-II
Technical Capacity of the Bidder®
(Refer to Clauses 2.2.2, 3.2 and 3.4 of the RFP)

FOR SINGLE ENTITY

I	Have experience of operating, maintaining and managing testing laboratories in the last 7 years in India.			
Sl.No	Project name	Project Duration	Shareholding	Project Capacity
	Total Number of Projects			
II	Have experience of operating, maintaining and managing NABL accredited testing laboratories in the last 7 years in India			
Sl.No	Project name	Project Duration	Shareholding	Project Capacity
	Total Number of Projects			
III	Currently operating at least 1 NABL accredited testing laboratory in India			
Sl.No	Project name	Project Duration	Shareholding	Project Capacity
	Total Number of Projects			

Note:

- i *Add more rows if necessary.*

Annex-III
Financial Capacity of the Bidder
(Refer to Clauses 2.2., 3.3 and 3.4 of the RFP)

(In Rs. Lakhs)

Bidder Name	Annual Turnover			Net Worth
	2022-23	2021-22	2020-21	2022-23

Name & address of Bidder's Bankers:

Balance Sheet

in (Rs. lakhs)

S.No.	In Rupee, at the end of concerned Financial Year	FY[2020-21]	FY[2021-22]	FY[2022-23]
	Paid up Equity (A)			
	Contributions (B)			
	Reserves (C)			
	Revaluation Reserves (D)			
	Miscellaneous Expenditure not written off (E)			
	Accrued Liabilities (F)			
	<u>Net Worth = (A+B+C-D-E-F)</u>			

Note: This information should be extracted from the Annual Financial Statement/Balance Sheet which should be enclosed, and the response sheet shall be certified by the Statutory Auditor of the Bidder.

Instructions:

1. The Bidder shall attach copies of the balance sheets, financial statements and Annual Reports for 3 (three) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder.
 - (b) be audited by a statutory auditor.
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).
2. Net Worth shall mean aggregate value of the paid-up share capital# and all Free reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write back of depreciation and amalgamation, profits on fair value measurement. Further, Statutory auditors shall all ensure and certify that any disputed receivables, advances, other assets need to be excluded for Net Worth computation.
3. Year 1 will be the latest completed financial year, preceding the bidding. Year 2 shall be the year immediately preceding Year 1 and so on.
4. The Bidder shall also provide the name and address of the Bankers to the Bidder.
5. The Bidder shall provide an Auditor's Certificate specifying the net worth and Average annual turnover (if applicable) of the Bidder and also specifying the

methodology adopted for calculating such net worth in accordance with Clause 3.4.2 of the RFP document.

¹³ It is being clarified that any instrument such as Compulsory Convertible Debentures (CCD) etc. shall not be part of the paid-up share capital. Any award amount claimed by the Bidder shall not be eligible for inclusion in computation of Net Worth until the same is included in the Profit & Loss Statement of the Bidder.

**Annex-IV
Details of Eligible Credentials**

Item	Particulars
Title & nature of the project	
Project Authority	
Contact Details of Authority	
Location	
Project Details	
Project Capacity	
Date of commencement of project/ contract	
Date of completion/ commissioning	
Equity shareholding (with period during which equity was held)	

Instructions:

1. Bidders are expected to provide information in respect of each Eligible Projects in this Annex. The projects cited must comply with the eligibility criteria specified in the RFP, as the case may be. Information provided in this section is intended to serve as a backup for information provided in the Bid. Bidders should also refer to the Instructions below.
2. A separate sheet should be filled for each Eligible Project.

Certificate from the Statutory Auditor regarding PPP projects

Based on its books of accounts and other published information authenticated by it, this is to certify that *(name of the Bidder)* is/ was an equity shareholder in *(Title of the project company)* and holds/held Rs. (Rupees lakh) of equity (which constitutes% of the total paid up and subscribed equity capital) of the project company from *(date)* to *(date)**. The project was/is likely to be commissioned on *(Date of commissioning of the project)*.

We further certify that the Net worth of the*(name of the Bidder)* during*(2022-23)*, calculated in accordance with Clause 3.4.2 was.....:

We also certify that the eligible annual revenues collected and appropriated by the aforesaid project company in terms of Clauses 3.4.1 and 3.4.3 (d) of the RFP during the past five financial years were Rs. cr. as per year-wise details noted below

Name of the audit firm:

(Signature, name and designation of the authorized signatory

Seal of the audit firm

Date:

In case duly certified audited annual financial statements containing the requisite details are provided, a separate certification by statutory auditors would not be necessary.

In case the project is owned by the Bidder company, this language may be suitably modified to read: "It is certified that (name of Bidder) constructed and/ or owned the (name of project) from (date) to (date)."

Annex-V
Statement of Legal Capacity
(To be forwarded on the letterhead of the Bidder)

Ref. Date:

The Principal Secretary
Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar – 751001,
Government of Odisha

Dear Sir,

We hereby confirm that we satisfy the terms and conditions laid out in the RFP document.

We have agreed that (Insert individual's name) will act as our representative and has been duly authorized to submit the RFP. Further, the authorized signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and designation of the authorized signatory)

For and on behalf of.....

**Please strike out whichever is not applicable.*

Annexure VI
Guidelines of the Department of Disinvestment
(Refer Clause 1.2.1 of this RFP document)

No. 6/4/2001-DD-II
Government of India
Department of Disinvestment
Block 14, CGO Complex
New Delhi
Dated 13th July 2001.

OFFICE MEMORANDUM

Sub: Guidelines for qualification of Bidders seeking to acquire stakes in Public Sector Enterprises through the process of disinvestment

Government has examined the issue of framing comprehensive and transparent guidelines defining the criteria for bidders interested in PSE-disinvestment so that the parties selected through competitive bidding could inspire public confidence. Earlier, criteria like net worth, experience etc. used to be prescribed. Based on experience and in consultation with concerned departments, Government has decided to prescribe the following additional criteria for the qualification/ disqualification of the parties seeking to acquire stakes in public sector enterprises through disinvestment:

- (a) In regard to matters other than the security and integrity of the country, any conviction by a Court of Law or indictment/ adverse order by a regulatory authority that casts a doubt on the ability of the bidder to manage the public sector unit when it is disinvested, or which relates to a grave offence would constitute disqualification. Grave offence is defined to be of such a nature that it outrages the moral sense of the community. The decision in regard to the nature of the offence would be taken on case to case basis after considering the facts of the case and relevant legal principles, by the Government of India.
- (b) In regard to matters relating to the security and integrity of the country, any charge-sheet by an agency of the Government/ conviction by a Court of Law for an offence committed by the bidding party or by any sister concern of the bidding party would result in disqualification. The decision in regard to the relationship between the sister concerns would be taken, based on the relevant facts and after examining whether the two concerns are substantially controlled by the same person/ persons.

- (c) In both (a) and (b), disqualification shall continue for a period that Government deems appropriate.
- (d) Any entity, which is disqualified from participating in the disinvestment process, would not be allowed to remain associated with it or get associated merely because it has preferred an appeal against the order based on which it has been disqualified. The mere pendency of appeal will have no effect on the disqualification.
- (e) The disqualification criteria would come into effect immediately and would apply to all bidders for various disinvestment transactions, which have not been completed as yet.
- (f) Before disqualifying a concern, a Show Cause Notice why it should not be disqualified would be issued to it and it would be given an opportunity to explain its position.
- (g) Henceforth, these criteria will be prescribed in the advertisements seeking Expression of Interest (EOI) from the interested parties. The interested parties would be required to provide the information on the above criteria, along with their Expressions of Interest (EOI). The bidders shall be required to provide with their EOI an undertaking to the effect that no investigation by a regulatory authority is pending against them. In case any investigation is pending against the concern or its sister concern or against its CEO or any of its Directors/ Managers/ employees, full details of such investigation including the name of the investigating agency, the charge/ offence for which the investigation has been launched, name and designation of persons against whom the investigation has been launched and other relevant information should be disclosed, to the satisfaction of the Government. For other criteria also, a similar undertaking shall be obtained along with EOI.

sd/-

(A.K. Tewari)

Under Secretary to the Government of India

APPENDIX IB

(To be submitted in a separate envelope)

Letter comprising the Financial Bid

(Refer Clauses 2.1.5, 2.9.1 and 3.2 of this RFP document)

(NOT TO BE SUBMITTED IN THE TECHNICAL Bid)

The Principal Secretary
Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar – 751001,
Government of Odisha

Date:

Sub: Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories through Public Private Partnership on Equip, Operate, Maintain and Transfer (EOMT) basis

Dear Sir,

With reference to your RFP document dated 04/11/2013, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.

1. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying the Bid for selection of the Operator for the aforesaid Project, and we certify that all information provided in the Bid are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Bid are true copies of their respective originals.
2. The Bid has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Operation and Maintenance Agreement and its Schedules, our own estimates of market demand and costs and after a careful assessment of the site and all own the conditions that may affect the Project cost and implementation of the Project.
3. I/ We acknowledge the right of the Authority to reject our Bid without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
4. In the event of my/ our being declared as the Selected Bidder, I/we agree to enter into a Operation and Maintenance Agreement in accordance with the draft that has been

provided to me/us prior to the Bid Due Date. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.

5. I/ We shall keep this offer valid for 120 (one hundred and twenty) days from the Bid Due Date specified in the RFP.

6. I/ We hereby submit our Bid and offer for testing labs functioning at following locations:

Sl.No	Location	Annual License Fees in Rupees	
		Number	Words
1			
2			
3			
4			
5			
6			

Yours faithfully,

Date:

(Signature, name and designation of the Authorized Signatory):

Place:

Name & seal of Bidder:

Authorized Signatory:

APPENDIX II

Bank Guarantee for Bid Security

(Refer Clauses 2.1.6 and 2.22 of this RFP document)

B.G. No. Dated:

1. In consideration of you, [.....], having its office at [... ...], (hereinafter referred to as the "Authority", which expression shall unless it be repugnant to the subject or context thereof include its, successors and assigns) having agreed to receive the Bid of (a Company registered under Companies Act, 2013) and having its registered office at (hereinafter referred to as the "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its/their executors administrators, successors and assigns), for the ***** on EOMT basis (hereinafter referred to as "the Project") pursuant to the RFP Document dated 02/11/2023 issued in respect of the Project and other related documents including without limitation the draft Operation and Maintenance Agreement (hereinafter collectively referred to as "Bidding Documents"), we (Name of the Bank) having our registered office at and one of its branches at (hereinafter referred to as the "Bank"), at the request of the Bidder, do hereby in terms of Clause 2.1.7 read with Clause 2.1.8 of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to the Authority an amount of Rs. **1,00,000** (Rupees **One Lakh** only) (hereinafter referred to as the "Guarantee") as our primary obligation without any demur, reservation, recourse, contest, or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
2. Any such written demand made by the Authority stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive, and binding on the Bank.
3. We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of the Authority is disputed by the Bidder or not, merely on the first demand from the Authority stating that the amount claimed is due to the Authority by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid

open during the Bid validity period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding Rs. 1,00,000 (Rupees One Lakh only).

4. This Guarantee shall be irrevocable and remain in full force for a period of 180 (one hundred and eighty) days from the Bid Due Date inclusive of a claim period of 60 (sixty) days or for such extended period as may be mutually agreed between the Authority and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.
5. We, the Bank, further agree that the Authority shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid validity period set forth in the said Bidding Documents, and the decision of the Authority that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between the Authority and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other Authority.
6. The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
7. In order to give full effect to this Guarantee, the Authority shall be entitled to treat the Bank as the principal debtor. The Authority shall have the fullest liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid validity period or the period for conveying acceptance of Letter of Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to the Authority, and the Bank shall not be released from its liability under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of the Authority or any indulgence by the Authority to the said Bidder or by any change in the constitution

of the Authority or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

8. Any notice by way of request, demand or otherwise hereunder Appendix II shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
9. We undertake to make the payment on receipt of your notice of claim on us addressed to name of Bank along with branch address and delivered at our above branch who shall be deemed to have been duly authorized to receive the said notice of claim.
10. It shall not be necessary for the Authority to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which the Authority may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder Appendix II, be outstanding or unrealized.
11. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
12. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorized and has full power to execute this Guarantee for and on behalf of the Bank.
13. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. 1,00,000 (Rupees One Lakh only). The Bank shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Bank in accordance with paragraph 9 hereof, on or before ***** (indicate date falling 180 days after the Bid Due Date).
14. This guarantee shall also be operatable at our _____ branch at [...], from whom, confirmation regarding the issue of this guarantee or extension/ renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amounts so demanded under the said invocation.

Signed and Delivered by

Bank

By the hand of Mr./Ms.,
its..... and authorized official.

(Signature of the Authorized Signatory)

(Official Seal)

APPENDIX III

Format for Power of Attorney for signing of Bid

(Refer Clause 2.1.9 of this RFP document)

Know all men by these presents, We, (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr. / Ms (Name), son/daughter/wife ofand presently residing at, who is presently employed with us and holding the position of, as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our bid for the ***** proposed or being developed by the [... Authority..] (the "Authority") including but not limited to signing and submission of all applications, bids and other documents and writings, participate in bidders' and other conferences and providing information / responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Operation and Maintenance Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Project and/or upon award thereof to us and/or till the entering into of the Operation and Maintenance Agreement with the Authority.

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 powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 20.....

For

(Signature, name, designation and address) of person authorized by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

1.

2.

Notarised
Notarised

Person identified by me/personally appeared before
me /signed before me/Attested/Authenticated*

(*Notary to specify as applicable)

(Signature, Name and Address of the Notary)
Seal of the Notary

Registration Number of the Notary

Date

Accepted

(Signature, name, designation and
address of the Attorney)

Notes:

- *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 executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*
- *Wherever required, the Bidder 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 Bidder.*
- *For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Apostille certificate.*

APPENDIX IV

Certificate regarding Compliance with Restrictions under Rule 144 (xi) of the General Financial Rules (GFRs)

The Principal Secretary
Micro, Small & Medium Enterprises Department
Kharavel Bhawan, Gopabandhu Marg, Keshari Nagar,
Bhubaneswar – 751001,
Government of Odisha

Date:

Sub: Bid for Selection of Operator for Operating, Maintaining & Managing - Six State Government Testing Laboratories through Public Private Partnership on Equip, Operate, Maintain and Transfer (EOMT) basis

Dear Sir,

With reference to your RFP document dated 02/11/2023, I/we, having examined the Bidding Documents and understood their contents, hereby undertake and confirm as follows:

I/We have read the Clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries.

I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority.

I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

Date:

Yours faithfully,

Place:

Signature of the Authorized signatory)
(Name and designation of the of the Authorized signatory)
Name and seal of Bidder

Notes:

{Where applicable, evidence of valid registration by the Competent Authority shall be attached}

In case the above certification is found to be false, this would be a ground for immediate rejection of Bid/termination and further legal action in accordance with law.