

Directorate of Horticulture  
Himachal Pradesh, Shimla

**Expression of Interest**

No. MIDH-CS-2024  
December, 2024

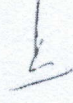
Dated:

10<sup>th</sup>

Expression of Interest (EOI) in sealed covers are invited for the empanelment of agencies/manufacturers/suppliers/System Integrators of National repute for installation and supply of 30 MT Cold Room in beneficiaries field under MIDH Scheme implemented by Directorate of Horticulture Himachal Pradesh. The detailed criteria, terms and conditions for empanelment can be downloaded from <https://www.eudyan.hp.gov.in>. The cost of EOI document is Rs.1118/- (Rupees One thousand one hundred and eighteen only) (Cost +GST) which is nonrefundable. The application document duly filled in the appropriate format along with demand Draft of Rs.1118/- drawn in favour of Director of Horticulture, Himachal Pradesh and payable at any Nationalized Bank in Shimla should reach the Office on or before 5:00 PM of 3<sup>rd</sup> January, 2025.

Pre empanelment meeting for the EOI will be held at Directorate of Horticulture, Himachal Pradesh, Nav Bahar, Shimla-2 at 11:00 AM on 21<sup>st</sup> December with reference to queries received till 20/12/2024.

The EOI documents will be opened on 6<sup>th</sup> January, 2025 in presence of applicants or their authorized representatives as per details mentioned in the Notice for EOI.

  
Director of Horticulture  
Himachal Pradesh, Shimla-2  
Email: horticul-hp@nic.in

**Empanelment of an agency(s) for the establishment of cold storage units of 30 MT capacity each near the farms/ orchards in different fruit & Vegetable growing regions of Himachal Pradesh**

**NOTICE FOR EXPRESSION OF INTEREST (EOI)**

EOI No. MIDH-CS-2024		Dated: 10 <sup>th</sup> December, 2024
1	Title of the work	Empanelment of Agencies/manufacturers/suppliers/agencies/System Integrators for installation/ supply/ erection of 30 MT Cold Room under Post Harvest Management.
2	Period of availability of EOI document	(Downloadable from Website: eudyan.hp.gov.in)
3	Submission of queries	20 <sup>th</sup> December, 2024
4	Last date of receipt of EOI	3 <sup>rd</sup> January, 2025
5	Mode of submission of EOI	Registered Post /Courier/ in person.
6	Place of submission of EOI	Directorate of Horticulture, Himachal Pradesh, Navbahar, Shimla-2
7	Date & venue of pre-empanelment meeting	21 <sup>st</sup> December, 2024 Directorate of Horticulture, Himachal Pradesh
8	Date and Time of opening of EOI/ presentation by agencies	6 <sup>th</sup> January, 2025

## **General terms and conditions**

1. Expression of interest in sealed covers are invited for empanelment of Agencies/ manufacturers/suppliers/ agencies of National repute for installation/ supply/ erection of 30 MT Cold Room (staging) under Post Harvest Management components in farmers'/FPO's/ entrepreneurs/ beneficiaries' field under MIDH.
2. Cost of EOI document will be Rs. 1118/-(Rupees one thousand one hundred and eighteen only/-)(Cost + GST).This is to be submitted in shape of Demand Draft pledged in favour of the Director of Horticulture payable at any Nationalized Bank in Shimla.
3. EOI documents can be downloaded from the website eudyan.hp.gov.in. The applicant has to sign all the pages of the documents.
4. Pre-empanelment meeting will be held on 21<sup>st</sup> December,2024 at Directorate of Horticulture, Navbahar Shimla-2.
5. Last date of submission of the EOI documents: 3<sup>rd</sup> January,2025.
6. The date of opening of the applications will be at the **Committee Hall, Directorate of Horticulture**, Shimla on dated : 6<sup>th</sup> January,2025.
7. The applicant may make power point presentation on their EOI applications on the date mentioned under General terms and conditions. The presentation shall include company profile, technical and financial capabilities, details of model design and specification of structure/units etc. for different standard sizes and capacities of the structures / units. The applicant is also encouraged to present innovations, modern technologies; if adopted; in respective fields.
8. Empanelment does not guaranty the execution of work since the choice of the agency lies with the beneficiaries.
9. The Director Horticulture, Himachal Pradesh reserves the right to cancel any or all applications without assigning any reason thereof.
10. The Applicant(s)is/are required to submit the one set of original Application along with a copy of same in sealed envelopes, clearly marked as follows: "Application for Empanelment of Agencies for Establishment of Cold Storage of 30 MT capacity (One Original + One Copy).

## Scope of Work

Post-harvest cooling provides marketing flexibility by allowing the grower to sell produce at the most appropriate time. Unavailability of cooling and storage facilities makes it necessary to market the produce immediately after harvest which may result in distress sale. Post-harvest cooling can be an effective tool to deliver highest quality produce to the consumer.

Apart from the large cold storage chambers for long-term storage, cooling systems are also required for on-farm storage in production catchment for agricultural/horticultural crops. Small size cold rooms such as 30 MT cold room staging are better options for the farmers as well as small entrepreneurs.

**Cold Room Staging:-** The staging cold room is a small temperature controlled room appended to a pre-cooler so as to allow temporary holding prior to staging for onward dispatch (on to a refer truck). A pre-cooling unit along with such a cold room is necessary to enable temperature controlled post harvest handling for all high perishable crops.

Financial assistance will be provided to FPOs / Farmers Organization as well as individual beneficiary for establishment of cold room (staging) under MIDH for Post Harvest Management in Horticulture.

## Eligibility Criteria

### Technical Criteria

Technical Criteria		
Sl. No.	Criteria	Supporting documents
1	Applicant should be an Individual or Registered Entity in terms of being a Company or Partnership Firm or Society or Proprietorship with valid GST Registration. <b>OEM (Original Equipment Manufacturer) or their authorized agencies are only eligible to apply.</b>	Certificate of incorporation under different Act such as partnership Act/Society Act/ Companies Act etc . In case of Start up, it may provide Start up recognition certificate with DPIIT (Department of Industrial Policy and promotion).
	Startups in this sector may participate in EoI.	
2	The applicant should have track record of at least 3 year's experience in cold room from the date of incorporation on the last submission of the proposal, and should have successfully completed at least 10 projects. For start up the above criteria shall not be applicable	Copies of clearly certifying the years of experience in such type of contract/ document / completion certificate.

3	Applicant must have requisite and adequate qualified Technical and Non- Technical Manpower for Construction of Cold Room.	List of such qualified Technical and Non Technical Manpower with curriculum vitae of both Technical and professional personnel duly certified by the CEO (or equivalent) of the applicant agency.
4	The products offered by the applicant should confirm to the technical specification notified by NCCD	The necessary test certificate of the cold storage unit issued.
5	Applicant should not have been blacklisted by any Govt. Organization or Government Institution or Government PSUs etc.	Self-declaration in shape of Affidavit from a Notary.
6	Applicant or the authorized representative should not have been convicted for an offence involving moral turpitude in the last five years; or any charge should not have been filed against the applicant or its authorized representative for an offence involving moral turpitude in respect of which proceedings are pending before any court of law or judiciary.	Self-declaration in shape of Affidavit from Notary should be enclosed as per format in <b>Annexure-6</b> . In addition, the applicant is further required to provide details of proceedings pending against him/ her/ them as on the date of submission of Bid with regard to any civil, criminal or tax liability.
7	The applicant should be an assessee under Income Tax Act and Goods and Services Tax Act	Copies of PAN, GSTIN, IT Returns for the last 3 Assessment years

### Financial Criteria

Sl. No.	Criteria	Supporting documents
1	The Applicant should have a minimum average annual turnover of Rs. 5 Crore in the last three financial years as per audited statement. Annual turnover not mandatory for Startups.	1. Copy of last three years audited balance sheet and profit and loss account. 2. Certificate from the Statutory Auditor or chartered accountant certifying the

		same.
2	The Applicant should have a positive net worth as on 31st March ,2024	Audited Financial statements duly certified by Chartered Accountant for the last financial year along with Net Worth Certificate from Chartered Accountant
3	Applicant should not have defaulted in repayment against any loan or credit facility availed from any Bank / Financial Institution in last three years.	Certificate(s) from all the Bankers / FIs from where the Applicant as availed any Loan/credit facility

### Post qualifying/ empanelment performance Criteria for registration

1. A Deposit of Rs. 5,00,000/- (Rupees Five lakhs only) Bank Guarantee is to be submitted in the favour of “**Director of Horticulture, Himachal Pradesh**” after selection of their firm for empanelment, only in case of fulfilling all eligibility criteria as defined. The detailed terms and condition and format for the agreement to be signed with agencies shall be communicated separately.
2. The validity of the empanelment shall be for a period of 5 years.
3. The equipment/component supplied by firm shall comply with requirements of the latest revision of relevant standards NEC : National Electric Code, IEC : International Electro Technical Commission and BIS : Bureau of Indian Standards.
4. The agency shall provide the copy of the MoU/Agreement of procured components/ parts from other agencies which have not been manufactured by them.
5. The agency shall undertake the responsibility/guarantee of different components of Cold RoomS supplied to the beneficiaries. After sales service must be provided for at least a period of 5 years by the empanelled firm.
6. The agency shall undertake to provide guaranty/ warranty as below-
  - a) **Structure:** 5 (Five) years warranty (i.e. repairs) against natural wear and tear (excluding the natural calamities, vandalism and any other forced action). The decision of Director of Horticulture, Himachal Pradesh shall be final in this regard.
  - b) **Insurance:** The agency shall undertake the responsibility of insurance. Cost of insurance will be borne by the farmers under intimation to concerned Deputy Director of Horticulture of the District.
7. If the agency do not follow the rules and regulations mentioned in the registration document then the entire Deposit amount will be adjusted into Government account besides black listing of such agency.
8. The agency have to abide by the inspection report of the Department and shall abide by its recommendations. Pre-installation physical verification of material at the time of supply of material and post installation physical verification after installation will be carried out by the Technical Committee of Horticulture Department at District level.
9. The agency have to demonstrate the functioning of the system to the beneficiary.
10. The agency have to educate the farmer on Do’s and Don’ts of operation of solar cold room / cold room in writing in regional language.

11. The agency shall provide detailed operational and maintenance manuals, parts catalogue (in the local language) at the time of installation of the unit to the beneficiary.
12. The acknowledgement (proof of installation) along with photograph and other required documents for the installation of the unit should be signed by the beneficiary and countersigned by the concerned field level Horticulture Officer of the District. Installation of the unit / delivery of materials for installation should be done only after valid work order from the competent Director Horticulture, Himachal Pradesh.
13. The agency should have established service centre and office within the state fulfilling the following conditions:-
  - a) The Service centre must provide **after sales service** to the farmers **for at least Five years**. This may exclude the material cost, transportation of material and installation cost.
  - b) The Service centre shall also provide the service as per clauses of registration documents above of these terms and conditions.
  - c) Service centre shall maintain the list of farmers covered under the scheme.
  - d) Service centre should be able to supply spare parts if any to the farmers on cost basis after completion of warranty.
  - e) It will be the responsibility of the agency to ensure that the Service centre is kept functional throughout the year and grievances/complaints of farmers are attended within two weeks of receipt of written complaints.
  - f) The Service center must be equipped with the communication facilities such as phone, internet/email etc.
  - g) The final empanelled agencies who are not having service centers in the State, will be given a tenure of 6 months to set up service centre. Noncompliance to this would result in de-empanelment.

### **1. Conflict of interest**

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

#### **1. Fraud and Corrupt Practices**

- a) Applicants and their respective officers, employees, agents, and advisors are required to observe the highest standards of ethics during the Empanelment Process. Notwithstanding anything to the contrary contained in the EOI, Director Horticulture, Himachal Pradesh may reject an Application without being liable in any manner whatsoever to the Applicant, if it determines that Applicant has, directly or indirectly or through an agent, engaged in a corrupt, fraudulent, coercive, undesirable or restrictive practice in or affecting the Empanelment Process.
- b) Without prejudice to the rights of Director Horticulture, Himachal Pradesh under Clause above, in the event that an Applicant is found by Director Horticulture, Himachal Pradesh to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any corrupt, fraudulent, coercive, undesirable or restrictive practice during the Empanelment Process, such

Applicant will not be eligible to participate in any tender or request for proposal issued by Director Horticulture, Himachal Pradesh either indefinitely or for a period of time specified by Director Horticulture, Himachal Pradesh, from the date such Applicant is found by Director Horticulture, Himachal Pradesh to have directly or indirectly or through an officer, employee, agent or advisor engaged or indulged in any of the activities mentioned above.

b) For the purposes of this Clause, the following terms will have the meaning given to them below:

**a) corrupt practice means:**

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

appointing or engaging in any manner whatsoever, without Director Horticulture, Himachal Pradesh's prior approval, whether during or after the Empanelment Process or after the execution of the agreement, as the case may be, any person in respect of any matter relating to the Project, the Empanelment Process or the agreement, who at any time has been or is a legal, financial or technical advisor of Director Horticulture, Himachal Pradesh on any matter concerning the Project. For the avoidance of doubt, this restriction shall not apply where such adviser was engaged by the Applicant or any of its Associates in the past but his assignment expired or was terminated at least 18 (eighteen) months prior to the date of issue of the EOI, nor will this restriction apply where such adviser is engaged after the expiry of the term of the agreement.

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



**2. Clarifications:**

1. Any Applicant seeking a clarification/ queries with regard to the EOI may in writing to Director on email horticult-hp@nic.in. All e-mail queries or clarification requests should be received on or before the last date for receiving queries, as specified in the Empanelment Schedule.
2. Director Horticulture, Himachal Pradesh shall make reasonable efforts to respond to the queries or requests for clarifications on or before the date mentioned in the Empanelment Schedule. Director Horticulture, Himachal Pradesh's responses (including an explanation of the query but not identification of its source) will be made available to all the Applicants and shall be uploaded on Website. It shall be the responsibility of the Applicants to check Director Horticulture, Himachal Pradesh's Website for the responses to the queries or requests for clarifications. Director Horticulture, Himachal Pradesh may, but shall not be obliged to, communicate with the Applicants by e-mail, notice or any other means it may deem fit about the issuance of the clarifications.
3. Director Horticulture, Himachal Pradesh reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken to be or read as compelling or requiring Director Horticulture, Himachal Pradesh to respond to any query or to provide any clarification. Director Horticulture, Himachal Pradesh may, of its own initiative, if deemed necessary, issue clarifications to all the Applicants. Verbal clarifications and information given by Director Horticulture, Himachal Pradesh or any other person for or on its behalf shall not in any way or manner be binding on Director Horticulture, Himachal Pradesh.
4. The clarifications will be uploaded on Website(s) and shall form part of the EOI.

### **3. Amendment of EOI:**

3.1 Director Horticulture, Himachal Pradesh, at its sole discretion, whether on its own initiative or in response to a query raised or clarifications requested by an Applicant in writing, may choose to modify the EOI by issuing an addendum before the Application Due Date.

3.2 Any modification to the EOI following will be made by Director Horticulture, Himachal Pradesh only by issuing an Addendum/Corrigendum.

3.3 Any Addendum/Corrigendum issued before the Application Due Date shall form part of the EOI and shall be published on eudyan.hp.gov.in and hptenders.gov.in

3.4 Each Addendum/Corrigendum shall be binding on the Applicants, whether or not the Applicants convey their acceptance of the Addendum and Director Horticulture, Himachal Pradesh will assume no responsibility for non-receipt of the Addendum by any Applicant.

3.5 To give prospective Applicants reasonable time in which to take any Addendum / Corrigendum into account in preparing their Applications, Director Horticulture, Himachal Pradesh may, at its sole discretion, extend the Application Due Date.

3.6 Any oral statements made by Director Horticulture, Himachal Pradesh or its officials regarding the Empanelment Process, the EOI or on any other matter, including oral clarifications or information provided by or on behalf of Director Horticulture, Himachal Pradesh at the meeting shall not be considered as amending the EOI.

3.7 Director Horticulture, Himachal Pradesh may, but shall not be obliged to, issue the revised EOI reflecting all the amendments and changes agreed to by Director Horticulture, Himachal Pradesh on or before the date that is mentioned in the Empanelment Schedule. If issued by Director Horticulture, Himachal Pradesh, the revised EOI shall be definitive and binding and Director Horticulture, Himachal Pradesh shall not entertain any deviations from the revised EOI at the time of submission of the Application or thereafter.

3.8 Director Horticulture, Himachal Pradesh will assume that the information contained in or provisions of the revised EOI, if issued, will have been taken into account by the Applicant in its Application. Director Horticulture assumes no responsibility for the failure of an Applicant to submit the Application in accordance with the terms of the revised EOI or for any consequent losses suffered by the Applicant.

#### **4. Application process details:**

##### **4.1 Validity of application**

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

##### **4.2 Preparation of application**

- a) Each Application must be typed or written in indelible ink and should be physically signed by the Authorized Signatory. The name and position held by the person signing the Application must be typed or printed below the signature.
- b) All pages of Application must be physically initialed by an authorized signatory of the Applicant. If any printed and published documents are being submitted, only the cover and the last page shall be initialed.
- c) The Applications shall contain no alterations, omissions or additions, unless such alterations, omissions or additions are signed by the authorized signatory of the Applicant.
- d) Any interlineations, erasures, or overwriting will be valid only if they are signed by the authorized signatory of the Applicant.
- e) While submitting the Applications, if the space provided in the prescribed forms in the Annexure is insufficient, the Applicants may format the prescribed forms for making due provision for incorporation of the requested information.
- f) The Applicant shall be responsible for all the data provided in the Application. The Applications should be prepared in reasonable detail to enable Director Horticulture or its nominated agencies/advisors to evaluate the Applications for selection of the Applicant.

##### **4.3 Submission Of Application**

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

**“Application for Empanelment of Agencies for Establishment of Cold storage 30 MT (One Original + One Copy)”**

DO NOT OPEN BEFORE SPECIFIED TIME ON APPLICATION DUE DATE

**Submitted By:** [Name, Address, e-mail Id & Contact Details of the Applicant]

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

- ii. If the envelopes are not sealed, marked and submitted as instructed above, Director Horticulture assumes no responsibility for the misplacement or premature opening of the contents of the Applications and consequent losses, if any, suffered by the Applicant.

iii. Each Applicant shall submit as part of its Application:

- a. The original Application and 1 (one) copy of the Application. The original shall be labeled "ORIGINAL" and the copy shall be labeled "COPY"; and,
- b. In the event of any discrepancy between the original and the copy, the original will prevail.

iv. The Applications shall be submitted to the following address: To,

**The Director of Horticulture,**  
**Himachal Pradesh**  
**Navbahar, Shimla-2**

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

i. The Applications should be received at the above address on or before Application Due Date & time. Applicants shall submit their Applications by hand delivery / registered post/speed post/courier only so as to reach the designated address by the Application Due Date. For submission of Applications, there will be no drop box facility available. Applications submitted by fax or e-mail shall not be entertained and shall be rejected. Further, if any Application is received after the specified time on the Application Due Date, it shall be rejected and shall be returned unopened to the Applicant.

ii. Director Horticulture shall not be responsible for any delay in receipt of the Applications. Any Application, received after the Application Due Date shall not be opened or evaluated and shall be deemed to be rejected for all purposes.

iii. Applicants may be required to periodically update, at any time as may be notified by Director Horticulture, the information submitted in their Applications as regards the following:

- a) evidence of access to project funding and its sources; and
- b) complete balance sheet of the Applicants.
- c) Technical qualification / experience of the firm, etc.

iv. The Applicant shall bear all costs associated with the preparation and submission of its Application, including data collection, analysis, design, etc. Neither Director Horticulture nor any of its agencies/consultants/Officials will be responsible or liable for all such costs, regardless of the conduct or outcome of the Empanelment Process.

#### **4.4 Acknowledgement by the Applicant:**

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

- (a) made a complete and careful examination of the information provided in the EOI;
- (b) received all relevant information requested from Director Horticulture;
- (c) accepted the risk of inadequacy, error or mistake in the information provided in the EOI or furnished by or on behalf of Director Horticulture;
- (d) satisfied itself about all things, matters and information, necessary and required for submitting an informed Application, in accordance with the EOI and its obligations there under;
- (e) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of

information provided in the EOI or ignorance of any matter shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations or loss of profits or revenue from Director Horticulture; and

(f) agreed to be bound by the undertakings provided by it under and in terms of the EOI.

ii. Director Horticulture shall not be liable for any omission, mistake or error in respect of any of the above or on account of any matter or issue arising out of or concerning or relating to the EOI or the Empanelment Process, including any error or mistake therein or in any information or data given by Director Horticulture.

iii. It will be deemed that by submitting the Application, an Applicant agrees and releases Director Horticulture and its employees, agents and advisors, irrevocably, unconditionally, fully and finally from any and all liability for any claims, losses, damages, costs, expenses or liabilities in any way related to or arising from the exercise of any rights and/or performance of any obligations under the EOI and/or in connection with the Empanelment Process, to the fullest extent permitted by Applicable Law and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or in the future.

#### **4.5 Modifications or Withdrawals of Applications**

i. Any Applicant may modify or withdraw its Application after submission but prior to the Application Due Date, provided that Director Horticulture receives a written notice of the modification or withdrawal prior to the Application Due Date. The responsibility of submitting the modified Application, if any, by the Application Due Date, will rest solely with the Applicant.

ii. No Applicant shall be allowed to modify its Application after the Application Due Date.

iii. Any additional information supplied subsequent to the Application Due Date, unless the same has been expressly sought for by Director Horticulture, shall be disregarded.

iv. The modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with the provisions of the EOI with the envelopes being additionally marked "MODIFICATION" or "WITHDRAWAL", as appropriate.

v. If Director Horticulture receives a withdrawal notice before the specified time on the Application Due Date, then Director Horticulture shall return the Application to such Applicant unopened, and the EMD, if any, submitted by the Applicant.

vi. If Director Horticulture receives a substitution notice from an Applicant before the specified time on the Application Due Date, then the Applicant will be allowed to substitute its original Application, which shall be returned unopened.

#### **4.6 Notes for the Applicants:**

All Applicants should note the following:

- (a) Strict adherence to formats, wherever specified, is required. Non-adherence to formats shall be a ground for declaring an Application non-responsive.
- (b) All communication and information should be provided in writing and in English language.
- (c) All financial data shall be in Indian Rupees.
- (d) The metric system, except for description of land, shall be followed for units. All land related information will be provided in Acres.
- (e) All communication and information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the amount stated in words will be taken as correct.
- (f) Director Horticulture or any of its agencies/consultants/advisors reserve the right to seek additional information from the Applicants, if found necessary, during the course of evaluation of the Application. Non-submission, incomplete submission or delayed submission of such additional information or clarifications sought by Director Horticulture or any of its agencies/consultants/advisors, within the time specified in the request, can be a ground for rejecting the Application. In case the Application is not rejected, Director Horticulture may proceed to evaluate the Application by construing the particulars requiring clarification to the best of its understanding, and the Applicant shall be barred from subsequently questioning such interpretation of Director Horticulture.
- (g) Any request for clarification(s) and all clarification(s) in response thereto shall be in writing. Any clarification submitted by an Applicant that is not in response to a request by Director Horticulture will not be considered.
- (h) If any claim made or information provided by the Applicant in the Application or any information provided by the Applicant in response to any subsequent query by Director Horticulture or any of its agencies/consultants/advisors, is found to be incorrect or is a material misrepresentation of facts, then the Application will be liable for rejection. Mere clerical errors or bonafide mistakes may be treated as an exception at the sole discretion of Director Horticulture or any of its agencies/consultants/advisors, and if Director Horticulture or any of its agencies/consultants/advisors, is adequately satisfied.

#### **4.7 Opening And Evaluation Of Applications**

##### **4.7.1 Opening of Applications**

- i. Director Horticulture/Committee shall open only those Applications that are submitted on or before the specified time on the Application Due Date.
- ii. Director Horticulture/ Committee shall open the Applications at the time and on the date specified in Empanelment Schedule at the following address:

*Committee Room*

*Directorate of Horticulture*

*Navbahar, Shimla-2*

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

iii. The names of all Applicants who have submitted Applications will be read out, and such other details that Director Horticulture, at its sole discretion, may consider appropriate, will be announced at the opening of Applications.

iv. The envelopes of the Applications will be opened on the date mentioned in the Empanelment Schedule and at the time and place specified. Director Horticulture will prepare a record of the opening of each part of the Applications that will include, at a minimum, the names of the Applicants whose Applications have been received. The Applicants' representatives who are present will be requested to sign the record. The omission of an Applicant's representative's signature on the record will not invalidate the contents and effect of the record.

v. Once all the Applications have been opened, they will be evaluated for responsiveness and to determine whether the Applicants are qualified to undertake the works.

vi. Any information contained in an Application will not in any manner be construed as binding on Director Horticulture, its agents, successors or assigns; but will be binding on the Applicant, in the event that the Applicant is subsequently empanelled on the basis of such information.

#### **4.7.2 General Conditions of Evaluation:**

i. To assist in the examination and evaluation of applications a technical committee to be formed by the Director Horticulture to assist in the examination, evaluation and comparison of Applications.

ii. The technical committee reserve the right to verify any information submitted by the Applicants. Director Horticulture's decision regarding any Applicant's eligibility or otherwise shall be final and binding and Director Horticulture would be under no obligation and/or responsibility to inform any Applicant of the grounds of such decision/rejection.

iii. Applicants shall provide evidence of their continued eligibility, in accordance with their applications in a manner that is satisfactory to the technical committee and as technical committee may reasonably request during empanelment period. Specifically, Applicants may be required to update, at technical committee's request, information in relation to evidence of access to project funding and its sources; and updated consolidated accounts. An Applicant may be disqualified, if it is determined by Director Horticulture at any stage of the Empanelment Process that the Applicant will be unable to fulfill the requirements of the Project or fails to continue to satisfy the qualification criteria.

iv. Information relating to the examination, clarification, evaluation and comparison of Applications and recommendations for the empanelment shall not be disclosed to Applicants or any other persons not officially concerned with such process until the publication of list of empanelled agencies. Any effort by an Applicant to influence Director Horticulture or any of its agencies / consultants / advisors processing of the Applications for award shall result in the rejection of the Application of such Applicant.

### **4.7.3 Evaluation of Applications**

#### Determination of Responsiveness and Evaluation of Applications

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

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

### **4.7.4 Empanelment And Other Miscellaneous Details**

#### **4.7.4.1 Empanelment of Firms**

- i. After completing the evaluation of the Applications and empanelment of the Selected Applicant, Director Horticulture shall issue the Letter to successful Empanelled firms for signing of agreement with specific terms and conditions.



#### **4.7.4.2 EOI Document Fee**

i. Cost of EOI Document:

(a) The Applicants are required to submit the cost of EOI document amounting to **INR 11,800/- (non-refundable) including GST @18%** to be payable in shape of Demand Draft in favour of “Director of Horticulture, Himachal Pradesh” payable at any Nationalized Bank in Shimla along with the Application .

(b) The cost of EOI Document shall be submitted as Part of Application in a separate sealed cover. Any Application not accompanied with EOI Fees in the acceptable amount and form will be summarily rejected by the Director Horticulture as being non-responsive and Applications of such Applicant shall not be evaluated further.

## 5. Rights of Director Horticulture

1. The Director Horticulture reserves the right to verify the claims made by the applicant and to carry out the capacity assessment of the applicant and the Director Horticulture's decision shall be final in this regard.

2. The Director Horticulture reserves the right to reduce the eligibility criteria for Evaluation in case of receipt of less number of qualified applications and the Director Horticulture's decision shall be final in this regard.

3. Director Horticulture, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to: suspend the Empanelment Process and/or amend and/or supplement the Empanelment Process or modify the dates or other terms and conditions relating thereto prior to the issuance of the Letter to the Empanelled Applicant;

(a) consult with any Applicant in order to receive clarification or further information;

(b) retain any information, documents and/or evidence submitted to Director Horticulture by and/or on behalf of any Applicant;

(c) independently verify, disqualify, reject and/or accept any and all documents, information and/or evidence submitted by or on behalf of any Applicant, provided that any such verification or lack of such verification by Director Horticulture shall not relieve the Applicant of its obligations or liabilities, or affect any of the rights of Director Horticulture;

(d) reject an Application, if:

(i) at any time, a material misrepresentation is made or uncovered; or

(ii) the Applicant in question does not provide, within the time specified by Director Horticulture, the supplemental information sought by Director Horticulture for evaluation of the Application.

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

(f) In the event that Director Horticulture annuls the Empanelment Process and rejects all Applications, it may, in its sole discretion, invite fresh Applications for empanelment.

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

(h) The Director Horticulture also reserves the right to empanel / select any other agency or engage any agency outside the list of Empanelled Agencies, if required.

(i) If it is found during the Empanelment Process, at any time before Empanelment or after Empanelment and while it is in force, that one or more of the Qualification Criteria and/or the eligibility criteria have not been met by an Applicant, or an Applicant has made material misrepresentations or has given any materially incorrect or false information to Director Horticulture, then:

- (a) the Applicant will be disqualified if not Selected for empanelment by the issuance of the letter; and
- (b) the Letter shall be cancelled if the Applicant has been declared as the Selected Applicant and if the applicant has been empanelled, then the applicant shall be removed from the list of empanelled firms.
- (c) Upon any disqualification, cancellation or termination in accordance with this Clause, Director Horticulture will not be liable in any manner whatsoever to the Applicant.

## 6. Miscellaneous

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

## 7. Annexure

The Application submitted by Applicant shall comprise the following:

<b>Annexure</b>	<b>Description</b>
Annexure- 1	Format for Covering Letter
Annexure- 2	Applicant profile and status
Annexure- 3	Format of power of attorney for appointing signatory
Annexure- 4	Summary of Technical experience
Annexure- 5	Summary of Financial Strength
Annexure- 6	Undertaking with regard to non-conviction of any offence involving moral turpitude in last 5 years
Annexure- 7	<u>Format of Curriculum Vitae (CV) for Proposed Key Professional</u>
Annexure- 8	Self-declaration of Not Being Blacklisted/Ineligible
And any other Annexure in the EOI	

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

ANNEXURE-1:

FORMAT FOR COVERING  
LETTER

*(On the Letterhead of the Applicant)*

To

*Director of Horticulture,  
Himachal Pradesh,  
Navbahar, Shimla-2*

Dear Sir:

Ref: **Expression of Interest for Empanelment of Agencies For.....**

1. Being duly authorized to represent and act on behalf of..... (hereinafter referred to as “the Applicant”), and having reviewed and fully understood all of the information provided in the Empanelment document provided by the Director Horticulture in respect of the captioned Empanelment, the undersigned hereby submits the Applications in response to the EOI for Empanelment.
2. I/We have studied the EOI for Empanelment document carefully and understand that we shall have no claim, right or title arising out of any documents or information provided to us by the Director Horticulture or in respect of any matter arising out of or concerning or relating to the Empanelment Process including the Empanelment.
3. This statement is made for the express purpose of qualifying as an Applicant for the aforesaid Empanelment.
4. I/We shall make available to the Director Horticulture any additional information it may find necessary or require to supplement or authenticate the qualification statement.
5. I/We certify that in the last five years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority
6. 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 understand that you may cancel the Empanelment Process at any time and that you are neither bound to accept any application that you may receive nor to invite the Applicants, without incurring any liability to the Applicants.
8. My/Our Application is consistent with all requirements of submission as stated in the Empanelment Document or in any of the subsequent communication issued by the Director Horticulture. I/We would be solely responsible for any errors or omissions in our Application.
9. I/We understand that any omission, commission or mis-statement in facts provided by us will make our Application invalid at any time during the Empanelment

Process

and also after the empanelment; the Director Horticulture reserves the right to take appropriate action accordingly.

10. I/We understand that the Director Horticulture reserves the right to accept or reject any or all the Applications and reserves the right to withhold and/or cancel the Empanelment Process without assigning any reason or otherwise.
11. I/We hereby irrevocably waive any right which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Director Horticulture in connection with the empanelment of Agencies, or in connection with the Empanelment Process itself, in respect of the above mentioned activities and the terms and implementation thereof.
12. I/We agree and undertake to abide by all the terms and conditions of the Empanelment Document.
13. I/We submit cost of EOI document of Rs.\_/- (Rupees\_            Only) vide[DD no./ BG No., name of bank] to the Director Horticulture in accordance with the Empanelment Document.
14. Notwithstanding any qualifications or conditions, whether implied or otherwise, contained in my/our Application, I/we hereby represent and confirm that my/our Application is unqualified and unconditional in all respects.

.....  
Signature of the Authorized Person

.....  
Name of the Authorized Person

Date .....



ANNEXURE-2:

**Applicant profile and status**

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

.....  
Signature of the Authorized Person

.....  
Name of the Authorized Person Date .....

ANNEXURE-3:

**FORMAT OF POWER OF ATTORNEY FOR APPOINTING SIGNATORY**  
(On Requisite Stamp Paper)

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

WHEREAS in response to the Invitation for Expression of Interest (EOI) for “EMPANELMENT OF AGENCIES FOR \_\_\_\_\_, the company/partnership/ proprietary firm is submitting its Application for the EOI issued by the Directorate of Horticulture and is desirous of appointing an attorney for the purpose thereof.

Whereas the company/partnership/ proprietary firm deems it expedient to appoint Ms./Mr. \_\_\_\_\_ daughter/son of \_\_\_\_\_ resident of \_\_\_\_\_, holding the post of \_\_\_\_\_ as the Attorney of the Company.

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

- i. to act as the company/partnership/ proprietary firm official representative for submitting the Application and other relevant documents in connection with the EOI.
- ii. to sign all documents in relation to the Application (including clarifications and queries to the EOI) and participate in Applicants and other conferences, respond to queries, submit information/documents, sign and execute agreements and undertakings consequent to acceptance of the Application;
- iii. to submit documents, receive and make inquiries, make the necessary corrections and clarifications to the applications, as may be necessary;
- iv. to sign and execute agreements relating to the EOI, including any variations and modifications thereto;
- v. to represent the company/partnership/ proprietary firm at meetings, discussions, negotiations and presentations with Director Horticulture, Government Authorities, Independent Engineer and any other Project related entity;
- vi. to receive notices, instructions and information for and on behalf of the company/partnership firm;
- vii. to execute all necessary agreements or documents for implementation of the works,

including the Agreement for and on behalf of the company/partnership/ proprietary firm; and

- viii. to do all such acts, deeds and things in the name and on behalf of the company/partnership/ proprietary firm as necessary for the purpose aforesaid.

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

<p>The common seal of [Name of the Company/ Partnership / Proprietary Firm] was here un to affixed pursuant to a resolution passed at the meeting of Committee of Directors held on the day of _____2024 in the presence of [Name &amp; Designation of the person] and counter signed by [Name &amp; Designation of the person]</p> <p>of the Proprietary firm/ Company/ Partnership / Proprietary Firm [Name of Company/ Partnership / Proprietary Firm]</p>	<p>-----</p> <p>[Name &amp; Designation of the person]</p> <p>-----</p> <p>[Name &amp; Designation of the person]</p>
---	---

Instructions:

*(1) The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executants (s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*(2) Wherever required, the Applicant should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/ power of attorney in favour of the person executing this power of attorney for the delegation of power hereunder on behalf of the Applicant.*

*(3) For a power of attorney executed and issued overseas, the document will also have to be legalized by the Indian Embassy and notarized in the jurisdiction where the power of attorney is being issued. However, the power of attorney provided by Applicants from countries that have signed the Hague Legislation Convention, 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.*

ANNEXURE-4:

**Summary of Technical experience**

**Completed projects:**

<b>Sl. No.</b>	<b>Name of project</b>	<b>Client / Agency</b>	<b>Period</b>	<b>Total Contract Value</b>	<b>Remarks</b>
<b>1</b>					
<b>2</b>					
<b>3</b>					
<b>4</b>					
<b>5</b>					

**Note:**

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

.....  
Signature of the Authorized Person

.....  
Name of the Authorized Person

Date .....

ANNEXURE-5:

**Summary of Financial Strength**

<b>Sr. No.</b>	<b>Financia l Year</b>	<b>Turnover of firm/ company in INR</b>	<b>Average Annual Turnover – for Last 3 FY.</b>
1	2021-22		
2	2022-23		
3	2023-24		

.....  
Signature of the Authorized Person

.....  
Name of the Authorized Person

Date .....

**Note:**

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

ANNEXURE- 6

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

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

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

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

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

Dated this ..... day of....., 2024.

Name of the Applicant

Signature of the Authorized person

Name of the Authorized Person Notarised

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

**Format of Curriculum Vitae (CV) for Proposed Key Professional**

**1. Proposed Position:**

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

**2. Name of Firm:**

**3. Name of Staff :**

**4. Date of Birth :**

**5. Years with Firm:**

**6. Nationality :**

**7. Education :**

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

**8. Membership in Professional Associations:**

**9. Other Trainings :**

**10. Work Experience :**

**11. Languages :**

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

**12. Employment Record:**

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

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

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

*[Among the Assignment/jobs in which the firm/applicant has been involved, Indicate the following information for those Assignment/jobs that best illustrate staff capability to handle the tasks]*

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

**Certification:**

*I, the undersigned, certify that to the best of my knowledge and belief that this CV correctly describes my qualifications and past experiences. I understand that any misstatement herein leads to disqualification of CV.*

**Date:**

*Signature of Key Professional with Date \_\_\_\_\_ Authorized Signat*

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



ANNEXURE-8

**SELF DECLARATION OF NOT BEING BLACKLISTED/ INELIGIBLE**

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

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

[Document Submission Date].

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

Dated this ..... day of....., 2024.

Name of the Applicant

Signature of the Authorized person

Name of the Authorized Person

Notarised`