

Directorate of Animal Husbandry & Veterinary Services, Odisha, Mangalabag, Cuttack-753001
Tel.:(0674)2414629, Website: <https://dahvs.odisha.gov.in> Email:dahvsorissa@gmail.com

NOTICE INVITING RFP

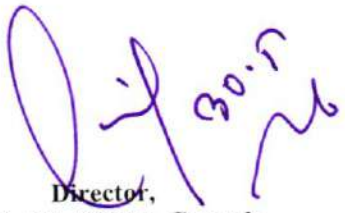
RFP Reference No.: 03/2025-26/DAHVS Date: 01.06.2026

Limited Request for Proposal (RFP) is invited from eligible bidders for "Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar."

The bid document with all information relating to the bidding process, as per the particulars are mentioned below.

Sl. No.	Particulars	Date and time
1.	Availability of Bid Document on Website	Available on the official website www.dahvs.odisha.gov.in from 01.06.2026 to 22.06.2026 up to 03:00 PM
2.	Last Date for Submission of Queries by Bidders	08.06.2026 by 04:00 PM
3.	Date and Time of Pre-Bid Conference	11.06.2026 at 12:00 PM
4.	Issue of Corrigendum (if required)	18.06.2026 by 05:00 PM
5.	Last Date and Time for Submission of Bid Documents	22.06.2026 by 03:00 PM
6.	Date and Time of Opening of Pre-Qualification (PQ) and Technical Bids (TB)	23.06.2026 at 11:00 AM
7.	Opening of Financial Bid (FB)	To be informed to technically qualified bidders
8.	Validity of the Bid	120 Days of Bid due date

EMDs, Pre qualification criteria and terms & conditions are available in the websites: <https://dahvs.odisha.gov.in>. The Authority reserves the right to accept/reject any part thereof or all the bids without assigning any reason thereof.


Director,
AH & VS, Odisha, Cuttack



LIMITED REQUEST FOR PROPOSAL (RFP)

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RFP Reference No.: 03/2025-26/DAHVS

Date: 01.06.2026



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	Disclaimer	5
	Important Information, Dates And Time	7
	Abbreviations	8
	Definitions	10
	Fact Sheet	12
1	Introduction & Project Background	14
1.1	Introduction	14
1.2	BACKGROUND	15
1.3	Objectives	17
1.4	Project Rationale	17
2	PPP Structure: Lease-Develop-Operate-Transfer (LDOT)Mode	19
3	Scope of Work	22
3.1	Upgradation of Existing GMP Facility (BQ Vaccine Lines)	22
3.2	Establishment of Dedicated HS Vaccine Production Line	22
3.3	Establishment of Dedicated Viral Vaccine Production Line	23
3.4	Establishment of Dedicated GLP Compatible Experimental Small Animal (small ruminant)House	23
3.5	Development of Ancillary Facilities	23
3.6	Operation And Maintenance	24
3.7	Regulatory Compliance	24
3.8	Pharmaceutical manufacturing facility	24
3.9	Deliverables Of DAH&VS (Client)	24
3.10	Deliverables of The Implementing Agency	25
4	Working Capital And Financial Arrangements	26
5	InstructionsToTheBidder	26
5.1	GeneralInstructions	26
5.2	EligibleBidders	29
5.3	Pre-Qualification Requirements	29
5.4	Proposal Preparation Cost	30
5.5	BidQueries	30
5.6	CompliantBids/CompletenessOf Response	31
5.7	ContactsDuringBidEvaluation	31
5.8	CorrespondenceWithBidder	31
5.9	RighttoAmendmentofTheProject	32
5.10	Bidder Support & Facilitation Framework	34
5.11	Bid Submission Procedure	35
5.12	BiddertoInform	36
5.13	BidFormats	36
5.14	LanguageofTheBid	40
5.15	Hand-WrittenDocuments,ErasuresorAlterations	40
5.16	EarnestMoneyDeposit(EMD)/BidSecurity	40
5.17	BidPrices	41
5.18	FirmPrices	42
5.19	AmendmentofTheRFPDocument	42
5.20	AssessmentofTheRFP by Bidder	42



5.21	DeviationsAndExclusions	43
5.22	Total Responsibility	43
5.23	Withdrawal,SubstitutionandModificationOfBids	43
5.24	Clarificationon Bids	43
5.25	ConditionalBids/Offerbythe Bidders	43
5.26	LateTenderBids	44
5.27	BidValidityPeriod	44
5.28	Addressfor Communication	44
5.29	Non-ConformingBids	44
5.30	Confidentiality	44
5.31	Government Rights	45
5.32	FraudAndCorruptPractices	45
5.33	ConflictofInterest	46
5.34	Subcontracting	48
5.35	Pre-BidConference	48
5.36	Miscellaneous&Legal Aspects	48
6	Selection Criteria	50
6.1	Preliminary Evaluation of Bids-	51
6.2	EvaluationProcess	51
6.3	Selection of Bidder	54
7	Award of Contract	54
7.1	NotificationofAward	55
7.2	SigningofAgreement	55
7.3	ConcessionsPermissibleUnderStatutes	55
7.4	Supply Agreement	55
7.5	Risk Allocation Matrix	56
7.6	Taxes	56
7.7	Audit,AccessAnd Reporting	56
7.8	RecordsAnd Information	58
7.9	Termsof Payment of VGF	58
7.10	RighttoVarytheScopeofWork	60
8	Formats for Technical Bid	60
8.1	TechnicalBidCoverLetter	61
8.2	Particulars of the Bidder	62
8.3	FinancialTurnover	63
8.4	LetterComprisingTheBid	64
APPENDIX I		65
Annexure -I	DetailsofBidder	69
Annexure - II	Statement of Undertaking Regarding Non-Performing Asset (NPA) / Corporate Debt Restructuring (CDR)/Strategic Debt Restructuring (SDR)/National Company Law Tribunal (NCLT)	71
Annexure -III	Technical Capacity of The Bidder	72
Annexure -IV	FinancialCapacityofTheBidder	74
Annexure -V	DetailsofEligible Projects	76
Annexure -VI	Affidavit O&M Undertaking	78



Annexure -VII	Statement of Legal Capacity	
AppendixII Annexure -VIII	BankGuaranteeforBidSecurity	80
Annexure -IX	InsuranceSuretyBondforBidSecurity	83
Annexure -X	NEFT/RTGSTtransferforBidSecurity	86
Annexure -XI	Bid security declaration Form,	87
APPENDIX- III	FormatforPowerofAttorneyforSigningOfBid	88
APPENDIX- IV	FormatforPowerofAttorneyforLeadMemberOfConsortium	90
APPENDIX-V	FormatforJointBiddingAgreementforConsortium	93
APPENDIX- VI	CertificateRegardingComplianceWithRestrictionsUnderRule144(Xi)ofTheGenera I Financial Rules (GFRS)	98
APPENDIX-VII	ProformaofIntegrityPact	99
APPENDIX- VIII	Format for EMD	10 5
APPENDIX - IX	DeclarationofNon-Blacklisting	10 7
APPENDIX-X	Technical Bid Cover Letter	10 8
APPENDIX-XI	No Deviation Certificate	10 9
APPENDIX- XII	Total ResponsibilityCertificate	11 0
APPENDIX- XIII	Anti-collusion Certificate	11 1
APPENDIX- XIV	FinancialBidCoveringLetter (Covering Letter)	11 2
APPENDIX- XV	Performance Bank Guarrantee	11 3



Disclaimer

The information contained in this Request for Proposal (RFP) document, whether subsequently provided to the Bidders (“Bidders”) verbally or in documentary form by the Directorate of Animal Husbandry & Veterinary Services (DAH&VS), Fisheries & Animal Resources Development Department, Government of Odisha (hereinafter referred to as the “Authority”), or by any of its employees or representatives, is provided to the Bidders on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information may be provided.

- 1 This limited RFP is not an agreement and is neither an offer nor an 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 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 and information contained in the Bidding Documents, especially the [Feasibility Report], may not be complete, accurate, adequate or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.
- 2 Information provided in this RFP to the Bidder (s) is on a wide range of matters, some of which may depend upon interpretation of law. The information given is not intended to be



an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

- 3 The Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way for participation in the bid stage.
- 4 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.
- 5 The issue of this RFP does not imply that the Authority is bound to select a Bidder or to appoint the Selected Bidder or Concessionaire, 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.
- 6 The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Authority, or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.



Important Information, Dates and Time

Information	Description
Bid Inviting Authority	Director, Animal Husbandry & Veterinary Services, Fisheries & Animal Resources Development Department, Government of Odisha
Correspondence Address	Directorate of Animal Husbandry & Veterinary Services, Mangalabag, Cuttack – 753001, Odisha
RFP Name	Request for Proposal (RFP) for “Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar”.
RFP Reference No.	03/2025-26/DAHVS Dated: 01.06.2026
Earnest Money Deposit (EMD)	The bidder is required to submit an Earnest Money Deposit (EMD) amounting to ₹10,00,000/- (Rupees Ten Lakh only) in the form of Bank Draft (BD) or Bank Guarantee (BG) issued by any Scheduled Commercial Bank in favour of Director, Animal Husbandry & Veterinary Services, Odisha , as per the format prescribed in this RFP.
Availability of Bid Document on Website	Available on the official website www.dahvs.odisha.gov.in from 01.06.2026 to 22.06.2026 up to 03:00 PM
Last Date for Submission of Queries by Bidders	08.06.2026 by 04:00 PM
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Opening of Financial Bid (FB)	To be informed to technically qualified bidders
Validity of the Bid	120Days of Bid due date



***The Authority reserves the right to modify the above schedule at any stage. Any such modification shall be communicated through corrigendum on the official website

ABBREVIATIONS

Abbreviation	Description
BoM	Bill of Materials
BQ	Black Quarter
CAPEX	Capital Expenditure
CDSCO	Central Drugs Standard Control Organisation
DAH&VS	Directorate of Animal Husbandry & Veterinary Services, Odisha
LDOT	Lease-Develop-Operate and Transfer
EMD	Earnest Money Deposit
F&ARD	Fisheries & Animal Resources Development Department
GMP	Good Manufacturing Practices
HS	Hemorrhagic Septicemia
INR	Indian Rupee
KPI	Key Performance Indicator
LDOT	Lease Develop Operate and Transfer
LOI	Letter of Intent
MoU	Memorandum of Understanding
OBPI	Odisha Biological Products Institute
OEM	Original Equipment Manufacturer
O&M	Operation and Maintenance including production, manpower, utilities, compliance and documentation
PPP	Public-Private Partnership as per Odisha PPP Policy
PQ	Pre-Qualification
QC	Quality Control
QA	Quality Assurance
RFP	Request for Proposal
SLA	Service Level Agreement
TB	Technical Bid
FB	Financial Bid
WHO	World Health Organization



WHO-GMP	Good Manufacturing Practices as recommended by the World Health Organization
WFI	Water for Injection
HVAC	Heating, Ventilation and Air Conditioning System
ETP	Effluent Treatment Plant
BSL	Biosafety Level
URS	User Requirement Specification
DQ	Design Qualification
IQ	Installation Qualification
OQ	Operational Qualification
PQ (Validation)	Performance Qualification



DEFINITIONS

Sl. No.	Term	Definition
1	Agreement Contract	The Agreement executed between the Authority and the Selected Bidder, including all schedules, annexures, appendices, documents incorporated by reference, and any amendments, modifications or corrigenda issued from time to time.
2	Authority	The term "Authority" refers to the Director of Animal Husbandry & Veterinary Services, Fisheries & Animal Resources Development Department, Government of Odisha, or any Government entity authorised to act on its behalf for the purpose of this project.
3	Bidder	The term "Bidder" refers to a firm, company, consortium, or legal entity participating in the bidding process in response to this RFP.
4	Bid / Proposal	The offer submitted by a Bidder in response to this RFP to fulfil the requirements of the Authority. The Bid shall consist of both Technical Proposal and Financial Proposal submitted in accordance with the provisions of this RFP.
5	Breach	Any failure, violation or non-compliance by the Bidder to comply with its obligations under this RFP or the Agreement executed pursuant to this RFP.
6	Client	Refers to the Directorate of Animal Husbandry & Veterinary Services, Fisheries & Animal Resources Development Department, Government of Odisha acting as the implementing authority for this project.
7	Confidential Information	All information including departmental data (whether written, oral, electronic or in any other form) relating to technical, financial, operational or business affairs, suppliers, products, processes, designs, know-how, plans, budgets and personnel disclosed by one Party to the other during the course of this RFP process or project execution.
8	Control	In relation to any business entity, the power of a person to secure (a) by means of holding shares or possession of voting power in or in relation to that entity; or (b) by virtue of powers conferred by the articles of association or other constitutional documents regulating that entity, that the affairs of the entity are conducted in accordance with that person's wishes.
9	Deliverables	The infrastructure, equipment, facilities, services, documentation and outputs to be delivered by the Bidder during the project implementation and Operation & Maintenance phases, including SOPs, validation reports, process documentation, operating manuals and compliance records.
10	Month	"Month" shall mean a calendar month and "Week" shall mean a calendar week.
11	Parties	Collectively refers to the Authority and the Bidder, and individually referred to as a "Party".
12	Performance Bank Guarantee (PBG)	An unconditional bank guarantee provided by the Selected Bidder from a Scheduled Commercial Bank in favour of the Authority, typically amounting to 5% of the Total Project Cost or as specified in this RFP.
13	Public Private Partnership (PPP)	A project development model involving collaboration between the Government and private sector for financing, development, operation and management of public infrastructure or services in accordance with the



		Odisha Public Private Partnership Policy 2023 and applicable Government guidelines.
14	Project Implementation	Implementation of the project including design, engineering, construction/renovation, installation of plant and machinery, commissioning, validation and operationalization of the OBPI vaccine production facilities in accordance with statutory requirements and project specifications.
15	Request for Proposal (RFP)	This document issued by the Authority inviting proposals from eligible bidders for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar.
16	Service Level	The operational performance standards and service delivery parameters applicable to the services provided by the Implementing Agency during Operation & Maintenance of the facility.
17	Service Level Agreement (SLA)	The agreement specifying performance standards, operational benchmarks and compliance obligations to be maintained by the Implementing Agency during the contract period.
18	Successful Bidder	The Bidder declared successful through the evaluation process and awarded the contract for implementation and operation of the project, hereinafter referred to as the Implementation Agency (IA).
19	Operation and Maintenance (O&M)	Activities related to operation of the OBPI facility including vaccine production, manpower deployment, utilities management, equipment maintenance, supply of spares and consumables, statutory compliance, licensing requirements and maintenance of documentation as per regulatory standards.
20	OBPI	Odisha Biological Products Institute, Bhubaneswar, a Government institution engaged in the production of veterinary biologicals under the administrative control of the Directorate of Animal Husbandry & Veterinary Services, under Fisheries & Animal Resources Development Department, Government of Odisha.
21	Revised Schedule-M (2024)	The revised Good Manufacturing Practices (GMP) requirements for pharmaceutical products notified by the Ministry of Health & Family Welfare, Government of India through the Central Drugs Standard Control Organisation (CDSCO) under the Drugs and Cosmetics Rules, 1945 vide G.S.R. 922(E) dated 28 December 2023 , amending Schedule-M of the Drugs and Cosmetics Rules, 1945.
22	WHO-GMP	Good Manufacturing Practices guidelines issued by the World Health Organization for pharmaceutical manufacturing facilities to ensure quality, safety and efficacy of medicinal products.
23	CAPEX	Capital Expenditure required for establishment or upgradation of infrastructure including civil works, plant and machinery, utilities, laboratory facilities, technology transfer and related capital investments.
24	OPEX	Operating Expenditure relating to operational costs including manpower, utilities, maintenance, consumables, regulatory compliance, quality control and operational management of the facility.
25	Veterinary	Biological preparations including vaccines, antisera or other



	Biological Products	immunological products used for diagnosis, prevention or control of diseases.
26	VGF	Viability Grant Fund

FACT SHEET

Sl. No.	Item	Description
1	Name of the Assignment	Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar
2	Method of Selection	The selection shall be carried out through three stage verification process . First the prequalification stage, followed by evaluation of technical bid proposal, the qualified bids will be assessed for financial Evaluation. The bidder may have sought VGF/ capital grant in RFP for executing the work. In such case, the bidder will be evaluated based on minimum VGF/ capital grant from Government and will be selected for the execution of the work.
3	Availability of RFP Documents	The RFP document shall be available on the official website: www.dahvs.odisha.gov.in
4	RFP Issue Date	To be specified
5	RFP Reference Number	To be specified
6	RFP Download Start Date	To be specified
7	Date, Time and Venue for Opening of Pre-Qualification and Technical Bids	To be notified in the tender schedule published on the website
8	Date, Time and Venue for Opening of Financial Bids	Financial Bids of only those bidders who qualify in the Technical Evaluation shall be opened. The date, time and venue shall be communicated separately to the technically qualified bidders.



9	Bid Document Fee (Non-Refundable)	₹5,000/- (Rupees Five Thousand only) inclusive of applicable GST, payable in the form specified in the RFP document.
10	Bid Security / Earnest Money Deposit (Refundable)	₹10,00,000/- (Rupees Ten Lakh only) in the form of Demand Draft or Bank Guarantee issued by any Nationalized Bank or Scheduled Commercial Bank in favour of Director, Animal Husbandry & Veterinary Services, Odisha.
11	Performance Bank Guarantee	The Successful Bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to Five Percent (5%) of the Total Project Cost from a Scheduled Commercial Bank in favour of the Authority.
12	Contact for Queries and Clarifications	Additional Director, Odisha Biological Products Institute (OBPI), Bhubaneswar Email: dahvsodisha@gmail.com / jdobpi@gmail.com Website: www.dahvs.odisha.gov.in
13	Validity of Proposal	The proposal submitted by the Bidder shall remain valid for 180 (One Hundred Eighty) days from the last date of submission of the bid.
14	Currency	All financial proposals shall be quoted in Indian Rupees (INR) only.
15	Nature of Project	Implementation of vaccine production infrastructure under Public-Private Partnership (PPP) model , involving upgradation of existing facilities and establishment of new production capacity at OBPI.
16	Contract Period	The project implementation and operation period shall be as specified in the Agreement executed between the Authority and the Selected Bidder.



SECTION 1 — INTRODUCTION & PROJECT BACKGROUND

1.1 Introduction

The Odisha Biological Products Institute (OBPI), Bhubaneswar, is a State-owned veterinary biological manufacturing facility under the administrative control of the Directorate of Animal Husbandry & Veterinary Services (DAH&VS), Fisheries & Animal Resources Development Department, Government of Odisha. The institute was originally established in the year 1946 and was subsequently shifted to **Bhubaneswar in 1961** to support veterinary disease control programmes in the State.

The institute has been engaged in the manufacture and supply of **veterinary vaccines including Black Quarter (BQ) and HemorrhagicSepticemia (HS)** vaccines for livestock immunization programmes implemented by the Government of Odisha.

In view of the **Revised Schedule-M (2024) Good Manufacturing Practices requirements notified by the Ministry of Health & Family Welfare, Government of India vide G.S.R. 922(E) dated 28 December 2023 under the Drugs and Cosmetics Rules, 1945**, and the evolving regulatory expectations under the **Drugs and Cosmetics Act, 1940**, modernization and strengthening of the existing manufacturing infrastructure has become necessary.

Accordingly, the Government proposes **comprehensive upgradation and modernization of the existing vaccine production facility at OBPI to comply with Revised Schedule-M (2024) and WHO-GMP standards**, along with the **establishment of a dedicated HemorrhagicSepticemia (HS) vaccine production line** with modern manufacturing, validation, and quality control systems.

Further, in accordance with the **Odisha Public Private Partnership (PPP) Policy**, the Government intends to leverage private sector technical expertise, modern manufacturing capabilities and operational efficiency for the development, operation and maintenance of the upgraded facility under an appropriate **PPP framework** while retaining Government ownership and regulatory oversight.

In this context, the Directorate of Animal Husbandry & Veterinary Services (DAH&VS), Government of Odisha, has issued this **Request for Proposal (RFP) for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under**



PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar.

The selected bidder shall submit detailed **technical and financial proposals** for implementation and operation of the project in accordance with the provisions of this RFP.



1.2 Background

The Directorate of Animal Husbandry & Veterinary Services (DAH&VS), Fisheries & Animal Resources Development Department, Government of Odisha (the “Authority”) is engaged in the production of bacterial and viral vaccines for protecting the livestock of the state and as part of this endeavour, the Authority has decided to undertake development and/or operation and maintenance of the limited Request for Proposal (RFP) for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP at Odisha Biological Products Institute (OBPI), Bhubaneswar. Project through Public-Private Partnership (the “PPP”) on Lease-Develop-Operate and Transfer (LDOT)] basis, and has decided to carry out the bidding process for selection of a private entity as the Bidder to whom the Project may be awarded. Brief particulars of the Project are as follows:

Comprehensive upgradation and modernization of the existing vaccine production facility at OBPI to comply with Revised Schedule-M (2024) and WHO-GMP standards,	2.5 Crore Doses of BQV
Establishment of a dedicated Hemorrhagic Septicemia (HS) vaccine production line with modern manufacturing, validation, and quality control systems	2.5 Crore Doses of BQV
Establishment of a dedicated Viral vaccine production line with modern manufacturing, validation, and quality control systems	2.5 Crore Doses of GPV & PPR
Establishment of a GLP compliant Experimental Small Animal Laboratory House	Appropriate for OBPI UPGRADATION PLAN
Establishment of Veterinary Pharmaceutical Manufacturing Block <ul style="list-style-type: none"> ➤ Injectable antibiotics ➤ Anti-parasitic drugs and formulations ➤ Therapeutic drugs ➤ Nutritional supplements ➤ Other approved pharmaceutical products 	Futuristic expansion, by the bidder on approval from competent authority

The Authority intends to invite bids for the project and award the project to the Selected Bidder through competitive bidding process in accordance with the procedure set out herein.



1) The Selected Bidder, is either a company incorporated under the Companies Act, 1956/2013, or undertakes to incorporate a special purpose vehicle (SPV), prior to execution of the concession agreement. The SPV (“**Concessionaire**”) shall be responsible for designing, engineering, financing, procurement, construction, operation and maintenance of the Project under and in accordance with the provisions of a long-term concession agreement (the “**Concession Agreement**”), entered into between the Selected Bidder and the Authority in the form provided by the Authority as part of the Bidding Documents pursuant hereto. The Concession Agreement sets forth the detailed terms and conditions for the grant of the concession to the Concessionaire, including the scope of the Concessionaire’s services and obligations (the “**Concession**”). The scope of work will broadly include Upgradation of Existing BQ-GMP Facility (BQ Lines as per schedule M compliance), establishment of GMP compliant viral vaccine production unit, Establishment of a Dedicated HS Vaccine Production Line, Establishment of Veterinary pharmaceutical manufacturing block, Establishment of the GLP compliant experimental Animal (including small ruminants) House facility at OBPI and the Operation & Maintenance of the established GMP units and thereof.

The estimated cost of the Project (the “**Estimated Project Cost two hundred thirty four crore**”). The assessment of actual costs, however, will have to be made by the Bidders.

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 Concessionaire set forth in the Concession Agreement or the Authority’s right to amend, alter, change, supplement or clarify the scope of work, the Concession to be awarded pursuant to this RFP or the terms thereof 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.

1.1.5 The authority shall receive bids in pursuant to this RFP in accordance with the term 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 for submission of bid (the bid due date).





1.3 Objectives

The key objectives of the proposed project are as follows:

1.3.1 To upgrade the existing **Black Quarter (BQ) vaccine production facility** to fully comply with the requirements of the Drugs and Cosmetics Act, 1940, Drugs and Cosmetics Rules, 1945, Revised Schedule-M (2024), WHO-GMP standards, and applicable regulatory oversight of the State Licensing Authority and CDSCO.

1.3.2 To establish a **new dedicated HemorrhagicSepticemia (HS) vaccine production block** with appropriate cleanroom classification, utilities, biosafety systems, validation protocols, and regulatory documentation.

1.3.3 To establish a **new dedicated Viral vaccine production block** with appropriate cleanroom classification, utilities, biosafety systems, validation protocols, and regulatory documentation

1.3.4c with appropriate cleanroom classification, utilities, biosafety systems, validation protocols, and regulatory documentation for evaluation of vaccines as regulatory requirements.

1.3.5 To establish veterinary pharmaceuticals for the State livestock disease.

1.3.6 To develop a **sustainable Public-Private Partnership (PPP) framework** in Lease to Develop (Built), Operate and Transfer(LDOT) mode for modernization, operation and maintenance of the facility with appropriate technical, financial and operational efficiencies.

1.3.7 To create provisions for **commercial utilization of surplus production capacity**, subject to fulfilment of State vaccine supply obligations and regulatory approvals.

1.3.8 To facilitate **future technological expansion, research collaboration, and development of Veterinary biological and pharmaceutical products**, subject to statutory approvals.

1.4 Project Rationale

The State currently depends significantly on procurement of veterinary vaccines and certain pharmaceutical formulations from external suppliers. Such dependency may result in:

- Supply vulnerabilities and potential stock-out situations during disease outbreaks
- Price fluctuations and cost escalation in vaccine procurement
- Limited control over production scheduling and quality oversight
- Delays in emergency response during livestock disease outbreaks

In order to strengthen **veterinary disease control programmes, vaccine security and production self-reliance**, the Government proposes modernization of OBPI into a **modern veterinary biological**



production facility capable of meeting the State's immunization requirements and supporting broader livestock health programmes.

The proposed project aims to create a **technically upgraded, regulatory-compliant and operationally efficient veterinary biological manufacturing facility** through an appropriate **PPP framework**, while ensuring Government ownership and regulatory control of the institute.

1.4.1 Initial Production Focus

The proposed project shall be implemented in **phased manner**, with initial focus on production of veterinary vaccines required for State immunization programmes with topmost priority to upgrade the existing GMP facility (BQ production wing) followed by establishing GMP compliance HS vaccine production facility and GMP compliance viral vaccine production facility, GLP compliant experimental small animal(including small ruminant) house facility and lastly establishing the pharmaceutical manufacturing unit in phased manner.

Phase-I (Initial Operational Phase)

The following vaccines shall be prioritized:

- **Black Quarter (BQ) Vaccine**
- **HemorrhagicSepticemia (HS) Vaccine**
- **Viral Vaccines (Goatpox and PPR)**
- **GLP compliant Experimental Small Animal (including small ruminant)HouseFacility**

1.4.2 Phase-II (Future Expansion – Subject to Regulatory Approval)

The facility may be expanded in future to support manufacturing of additional veterinary biological and pharmaceutical products, including but not limited to:

- Other bacterial and viral veterinary vaccines
- Emergency disease-response biologicals
- Veterinary pharmaceutical formulations
- Nutritional supplements and therapeutic veterinary products

Such expansion shall be subject to **regulatory approvals, technical feasibility, and Government policy decisions**.



SECTION-2- PPP STRUCTURE: LEASE-DEVELOP-OPERATE-TRANSFER (LDOT) MODE OF PUBLIC-PRIVATE PARTNERSHIP (PPP) MODEL

Model Overview

The project shall be implemented under **Lease-Develop-Operate and Transfer (LDOT) Public-Private Partnership (PPP) Model**.

Under this model, the selected private partner shall be responsible for the **design, upgradation, modernization, financial participation, operation and maintenance of the OBPI vaccine production facilities**, while the **Government of Odisha shall retain ownership of land and core infrastructure of the Odisha Biological Products Institute (OBPI), Bhubaneswar**.

The project shall be implemented in accordance with the **Odisha Public Private Partnership (PPP) Policy** and other applicable Government guidelines.

The selected bidder shall undertake establishing dedicated **Hemorrhagic Septicemia (HS) vaccine production line, Viral vaccine production line, GLP compatible Experimental Small Animal (including small ruminant) House** as per the compliance with the following regulatory framework:

- **Drugs and Cosmetics Act, 1940 & Rules, 1945**
- **Revised Schedule-M (G.S.R. 922(E) dated 28 December 2023**
- **WHO-GMP Guidelines**
- **Applicable State Licensing Authority / CDSCO regulatory requirements**
- **CPSCEA Guidelines for Animal House.**

The Bidder will have sole financing and operating cost and base lease premium of Rs 10 Lakhs annually to the Lesser (DAHVS, Odisha), However if any fund is required by the lessee, the gap in funds can be met from Viable Gap Fund (VGF) from Government and based on the lowest VGF in bid, the bidder will be finalized for project with approval of the competent authority.

Baseline Lease Premium

Particulars	Amount (INR per annum)
Annual Lease Rent payable to DAHVS, Government of Odisha	INR 10,00,000.00 (Rupees Ten Lakhs only)
Proposed annual escalation rate (%) in premium	5%



Key Features of the PPP Structure

Parameter	Government Role	Private Partner Role
Land & Base Infrastructure	Provide land, existing GMP buildings and base utilities at OBPI, Bhubaneswar	Design, build, upgrade, modernize and expand to GMP and Revised Schedule-M compliant standards
Capital Investment (CAPEX)	May contribute to project capital investment through Viable Gap Fund (VGF)	Shared responsibility
Design & Construction	Facilitate statutory approvals and regulatory oversight	Full design, engineering, construction and commissioning
Operations & Maintenance	Regulatory supervision and policy oversight	GMP-compliant full O&M responsibility
Product Supply	Assured Procurement of quality vaccines through indenting bi-annually for State livestock immunization programmes.	Manufacture and supply quality vaccines
Commercialization	Over all supervision	Sole responsibility to explore and sell vaccines and drugs
Asset Ownership During Project Period	Land and base assets remain Government property	Operate and manage assets under Project Agreement
Transfer / Exit	Government retains ownership of assets	Ensure operational condition as per contractual requirements
Project Period	To be finalized in the Agreement	As per Project Agreement

2.1 Capital Investment Structure

Total Project CAPEX shall be determined based on the proposal submitted by the selected bidder and approval of the competent authority.

The capital investment structure may include participation by the Government and the private partner as proposed in the financial proposal.

Component	Amount (INR Crore)	Responsibility
Government Contribution	To be quoted by Bidder	State Government as VGF
Private Partner Contribution	To be quoted by Bidder	Selected Private Partner
TOTAL CAPEX	Bidder to Quote	Joint



2.2 CAPEX Components

The total project cost shall include, but not be limited to:

Sl. No.	Item Description	Approx. Scope
1	Plant & Machinery (Vaccines & Pharma)	Manufacturing lines, fermenters, filling and packaging systems
2	Civil Works & Infrastructure Upgrade	GMP-compliant facility construction and renovation adhering to Revised Schedule-M (2024)
3	GLP compliant Experimental Small Animal (including small ruminant) House	Civil construction, separate room as per GLP requirements, HVAC systems, effluent treatment and waste disposal
4	Utilities & Support Systems	Power, water, HVAC systems, effluent treatment and biomedical waste disposal
5	Quality Control & Laboratory Setup	QC laboratories, testing equipment and biosafety systems
6	Technology Transfer / Licensing	Process IP, licensing & technical know-how acquisition
7	Pre-operative Expenses	Regulatory approvals, trial runs and staff training
8	Contingencies	Typically 5–10% of total CAPEX
TOTAL CAPEX		Bidder to Quote

2.3 OPEX Components

The total O&M cost shall include, but not limited to:

Sl No	Item Description	Description
1	Man Power	Managerial and Technical manpower
2	Utilities & Support Systems	Technical Manpower, Electricity and water, power Backup
3	Marketing	Marketing support team, Vehicles
4	Quality Control	CAMC, Spares and services
5	Machineries and Equipments	CAMC, Spares and servicing
6	Pre-operative Expenses	Regulatory approvals, trial runs, staff training
7	Contingencies	
8	Consumable	Chemicals and reagents



SECTION 3 — SCOPE OF WORK

The selected Implementing Agency shall undertake the design, upgradation, establishment, commissioning, operation and maintenance of vaccine production facilities at **Odisha Biological Products Institute (OBPI), Bhubaneswar**, in compliance with applicable statutory and regulatory requirements.

The scope of work shall include, but not be limited to, the following:

3.1 Upgradation of Existing GMP Facility (BQ Vaccine Lines)

The existing Black Quarter (BQ) vaccine production facility at OBPI shall be upgraded to comply with **Revised Schedule-M (2024) and applicable GMP standards**.

The upgradation shall include:

- a. Civil modifications and structural improvements of the existing facility.
- b. Cleanroom reclassification and production zoning.
- c. HVAC system redesign with environmental monitoring systems.
- d. Integration of purified water systems and other process utilities.
- e. Upgradation of fermentation, filling, sterilization and packaging systems.
- f. Integration of utilities including compressed air and other process support systems.
- g. Installation of digital monitoring systems such as SCADA/LIMS where proposed.
- h. Preparation & implementation of validation documentation including URS, DQ, IQ, OQ and PQ.
- i. Alignment of documentation and procedures with Quality Management System (QMS) requirements.

3.2 Establishment of Dedicated HS Vaccine Production Line

A new independent production facility shall be established for **HemorrhagicSepticemia (HS) vaccine manufacturing**.

The scope shall include:

- a. Preparation of an independent production block layout.
- b. Establishment of aseptic production areas.
- c. Installation of HVAC and environmental control systems.
- d. Development of utility systems and process flow arrangements.
- e. Selection, procurement and installation of required production equipment.
- f. Implementation of biosafety measures for vaccine manufacturing.
- g. Preparation of validation and regulatory documentation.



3.3 Establishment of Dedicated Viral Vaccine Production Line

A new independent production facility shall be established for **viral vaccine manufacturing**.

The scope shall include:

- a. Preparation of an independent production block layout.
- b. Establishment of aseptic production areas.
- c. Installation of HVAC and environmental control systems.
- d. Development of utility systems and process flow arrangements.
- e. Selection, procurement and installation of required production equipment (Lyophiliser, cold chain facility)..
- f. Implementation of biosafety measures for vaccine manufacturing.
- g. Preparation of validation and regulatory documentation.

3.4 Establishment of Dedicated GLP compatible Experimental Small Animal (including small ruminant) House

A new independent Experimental Small Animal(including small ruminant) House for testing of the vaccines produced.

The scope shall include:

- a. Establishment of new GLP compatible Experimental Small Animal (including small ruminant) House
- b. Establishment of zoning areas.
- c. Installation of HVAC and environmental control systems.
- d. Development of utility systems and process flow arrangements.
- e. Selection, procurement and installation of required equipment
- f. Implementation of biosafety measures for GLP facility.
- g. Documentation and validation of vaccine batches.
- h. It can be a state of the art facility for experimentation on animals and can be available for other institutions with approval from authority.
- i. Establishment / Upgradation of ETP.

3.5 Development of Ancillary Facilities

Supporting infrastructure required for GMP-compliant manufacturing shall be developed, including:



- a. Quality Control laboratories.
- b. GMP-compliant support areas and material handling zones.
- c. Warehouse and storage facilities including cold chain infrastructure.
- d. Utility infrastructure including water supply systems and compressed air systems.
- e. Reliable power supply with backup systems.
- f. Waste management infrastructure including Effluent Treatment Plant (ETP) and biomedical waste management systems.

3.6 Operation and Maintenance

The Implementing Agency shall be responsible for complete operation and maintenance of the facility.

The responsibilities shall include:

- a. Deployment of technical and operational manpower.
- b. Production planning and manufacturing management.
- c. Preventive and corrective maintenance of plant and equipment.
- d. Batch manufacturing and documentation management.
- e. Quality Assurance and Quality Control systems.
- f. Preparation for regulatory inspections and audits.
- g. Operational reporting and management structure.
- h. Compliance with biosafety and environmental standards.
- i. Continuous technology upgradation and process improvement.

3.7 Regulatory Compliance

The Implementing Agency shall obtain and maintain all required statutory approvals and licenses for vaccine manufacturing (GMP certification) and ensure compliance with applicable regulatory standards like revised schedule –M. The agency shall facilitate inspections by competent authorities and maintain regulatory documentation for product manufacturing and distribution.

3.8 Pharmaceutical Manufacturing Facility.

The Implementing Agency shall propose facilities such as:

- a. Pharmaceutical manufacturing including injectable antibiotics, anti-parasitic formulations and therapeutic veterinary drugs.
- b. Expansion of vaccine manufacturing portfolio.



- c. Export-oriented manufacturing facilities.
- d. Research and development infrastructure for veterinary biologicals and pharmaceuticals.

3.9 Deliverables of DAH&VS (Client)

The Directorate of Animal Husbandry & Veterinary Services shall facilitate the following:

- Land within the OBPI campus.
- Existing vaccine production infrastructure for upgradation.
- Existing utility infrastructure available at OBPI.
- Existing power supply infrastructure with transformer and backup systems.
- Policy and regulatory facilitation wherever required.
- Procurement of vaccines required for State livestock immunization programmes with six monthly indenting.
- Existing manpower of OBPI as per applicable Government rules.

3.10 Deliverables of the Implementing Agency

The Implementing Agency shall be responsible for:

- Preparation of engineering designs and project implementation plans & approve the design from CDSCO.
- Construction and upgradation of the existing facilities.
- Mobilization of financial resources for project execution.
- Installation, calibration and validation of all the equipment.
- Preparation of regulatory documentation for obtaining manufacturing licenses.
- Deployment of qualified technical manpower.
- Preparation of implementation timelines and operational SOPs.
- Operation and maintenance of the facility.
- Ensuring supply of quality vaccines required for State programmes.
- Marketing of the produce to open market and other Govt./ state requirements without jeopardising its obligation to state requirements.
- Planning for future expansion, research collaboration and technological upgrades.

N.B:- 1) The detailed timeline for execution of the scope of work may be submitted in the scope of work by the bidder and will be indicated at the time of signing of the agreement after finalisation of the PPP partner/ Implementing agency.



2) Any infrastructure/ equipment essential for establishment and functioning of the GMP production facility at OBPI and GLP compliant experimental small animal(including small ruminant) House may be incorporated by the RFP by the Bidder.

The lessee after fulfilling state requirements has the scope to sale the Vaccines and Biologicals and drugs to

- Other State Governments
- Hospitals and clinics, Pharmacy
- Dairy cooperatives and livestock development agencies
- Institutional buyers and veterinary distributors
- Defence and paramilitary veterinary establishments
- Export to other countries.

4. Working Capital and Financial Arrangements

- The bidder/ Lessee has to arrange the capital for running the project, However the Government will extend the VGF in instalments to meet the gap in resources.
- Payments for Government supplies shall be made against accepted deliveries as per contractual provisions.
- The Lessee shall arrange working capital financing required for production and operations.
- The selected bidder/Lessee shall furnish a **Performance Bank Guarantee equivalent to 5% of the Total Project Cost**, as specified in the Agreement.

Bidder shall indicate total project cost and Viability Gap Funding (VGF) requirement

Component	Total Project Cost (INR)	Bidder Contribution (INR)	VGF Requested (INR)
Upgradation of BQ Vaccine Manufacturing Unit			
Esestablishment of HS Vaccine Manufacturing Unit			
Esestablishment of Viral Vaccine Manufacturing Unit			
GLP Animal House			
Pharma Manufacturing			
O& M			
TOTAL			

5. InstructionstotheBidder



5.1 General Instructions

- a) While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the Authority's requirements. Bidders and recipient of this RFP may wish to consult their own legal advisers in relation to this RFP.
- b) All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the project by the Authority on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of Authority. Any notification of preferred bidder status by Authority shall not give rise to any enforceable rights by the Bidder. Authority may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of Authority.
- d) Bids shall be received by the Authority before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender being declared a public holiday by the Government of respective state, the offers will be received up to the appointed time on the next working day. The Authority may, at its discretion, extend this deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.
- e) The Authority has adopted a **single-stage**, two-part bidding process (collectively referred to as the "**Bidding Process**") for selection of the bidder for award of the Project. Eligibility and qualification of the Bidder (the "**Bidder(s)**") which expression shall, unless repugnant to the context include the Members of the Consortium), will be first examined based on the details submitted under the first part (the "**Technical Bid**") in accordance with the provisions of this RFP. The second part of the process involves opening the financial proposals (the "**Financial Bid**") of only those bidders qualified whose Technical Bids are responsive to eligibility and qualifications requirements as per this RFP. The Technical Bid and Financial Bid shall collectively be referred to as bid (the "**Bid**").

5.1.1 Bids are invited from interested entities or a group of such entities [not more than 6 (Six) members, "**Consortium**"], which expression shall, unless repugnant to the context, include the members of the Consortium, (**the "Bidders"**), for the project in accordance with the provisions of this



RFP. [Prior to the Bid, the Bidder shall pay to the Authority a sum of Rs 5000.00 as the cost of the tender transmitted online to Director Animal Husbandry & Veterinary Services, Odisha Cuttack, as per the details mentioned below and submit a proof of payment along with the Technical Bid].

5.1.2 No Bidder shall submit more than 1 (one) Bid for the Project. A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any Consortium, as the case may be.

5.1.3 The Feasibility Report of the Project is being provided only as a preliminary reference document 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 Feasibility Report 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 Feasibility Report.

5.1.4 Notwithstanding anything to the contrary contained in this RFP, the detailed terms specified in the draft Concession Agreement shall have overriding effect; provided, however, that any conditions or obligations imposed on the Bidder hereunder shall continue to have effect in addition to its obligations under the Concession Agreement.

5.1.5 The Bid should be furnished in the format prescribed in this RFP. The Technical Bid shall be as per Appendix IA of this RFP and Financial Bid amount shall be indicated clearly in both figures and words, in Indian Rupees, in the prescribed format of the Financial Bid [and shall be signed by the Bidder's authorised signatory]. In the event of any difference between figures and words, the amount indicated in words shall be taken into account.

5.1.6 The Bid shall consist of [a Premium or a VGF Grant,] to be quoted by the Bidder. [Premium shall be payable by the Concessionaire to the Authority and the Grant shall be payable by the Authority to the Concessionaire] as per the terms and conditions of this RFP and the provisions of the Concession Agreement.

5.1.7 The Bidders shall deposit a Bid Security of **Rs. 10,00,000.00** (Rupees TEN LAKHS) in accordance with the provisions of this RFP. The Bidder has the option to provide the Bid Security either in the form of a Bank Guarantee or e-bank guarantee or insurance surety bond acceptable to the Authority as per the format at Appendix-II, or RTGS/NEFT. [The Bidders shall also make an online payment towards the cost of bid document INR 5000.00 (Rupees Five Thousand only) to be transmitted online to the Concessioning Authority and furnish a proof of payment along with the Technical Bid].



5.1.8 The validity period of the Bid Security 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 it has provided a Performance Security under the Concession Agreement.

5.1.9 The Bidder should submit a Power of Attorney as per the format at Appendix-IID, authorising the signatory of the Bid to commit the Bidder.

5.1.10 In case the Bidder is a Consortium, the Members thereof should furnish a Power of Attorney in favour of the Member in the format at Appendix-II.

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

5.1.12 The Bid and all communications in relation to or concerning the Bidding Documents and the Bid shall be in the English language.

5.1.13 The Bidding Documents ("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 the preparation and submission of their Bid. The provisions of this Clause 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.

5.1.14 This RFP is not transferable.

5.1.15 Any award of Concession pursuant to this RFP shall be subject to the terms of the Bidding Document.

5.1.16 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.

Integrity Pact (IP) shall cover this RFP throughout its various phases, and IP would be deemed as a part of the contract. The Bidder should sign and submit a 'Pre-Contract Integrity Pact' to be executed between the Bidder and the Authority as per the format at Appendix-V, and shall be submitted along with the Bid Enclosure in the manner provided in this RFP.

5.1.17 The Bid shall be valid for a period of 120 days from the date specified for submission of bids in this RFP (the Bid due date).

5.2 Eligible Bidders

- a) The Bidder may be from the EOI-participating firms.
- b) A Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process. Any Bidder found to have a Conflict of Interest shall be disqualified.

5.3 PRE-QUALIFICATION REQUIREMENTS



The bidder must satisfy the following:

5.3.1. Legal Status

- Registered Company / LLP / Partnership / Proprietorship in India
- Valid PAN & GST registration

5.3.2 Technical Experience

- Experience in biologicals manufacturing facility.
- Experience in infrastructure development and maintenance of GMP facility.

5.3.3. Financial Capacity

- Average annual turnover of minimum INR 15 Crore of last five financial years.
- Positive net worth in last 5 financial years
- Financial capacity to implement the project.

5.3.4. Integrity Requirements

- Not blacklisted by any Central/State Government authority
- No ongoing insolvency proceedings
- No major regulatory violations in last 5 years.

5.4 Proposal Preparation Cost

- a) The Bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Authority, to facilitate the evaluation process, and in negotiating a definitive agreement or all such activities related to the bid process. The Authority will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This Bid Document does not commit the Authority to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award. All materials submitted by the Bidder shall become the property of Authority and may be returned at its sole discretion.

5.5. Bid Queries

- a) A prospective Bidder requiring any clarification on the RFP Document may submit his queries, via email, to the e-mail id mentioned in this RFP.
- b) The queries should necessarily be submitted in the following format:



c) Bidders are requested to submit their queries in Ms Word (editable) not PDF in the above format.

Request for Clarification			
Name and Address of the Organization submitting request		Name and Position of Person submitting request	Contact Details of the Organization/Authorized Representative
			Tel: / Mobile: Fax: / Email:
Sr. No	RFP Document Reference (Volume, Section No., Page No.)	Content of the RFP requiring clarification	Clarification Sought

Queries submitted post the above-mentioned deadline, or which do not adhere to the above-mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the website: www.dahvs.odisha.gov.in any time before the deadline for submission of bids, the Authority may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by an addendum/ corrigendum.

d) The Bidders are advised to visit www.dahvs.odisha.gov.in on regular basis for checking necessary updates. Authority also reserves the right to amend the dates mentioned in this RFP for bid process.

f) To afford prospective Bidders reasonable time in which to take the amendment into account in preparing their bids, the Authority may, at its discretion, extend the last date for the receipt of Bids.

5.6 Compliant Bids/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements of this RFP may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - i. Include all documentations specified in this RFP, in the bid.
 - ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

5.7 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 Director Animal Husbandry & Veterinary Services, Odisha, Cuttack and/ or their employees/ representatives on matters related to the Bids under consideration.

5.8 Correspondence with Bidder

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. 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. 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.

5.9 Right to Amendment of the Project Scope

Director AH&VS retains the right to amend the scope of work or amend the program for service delivery at any time and without assigning any reason. Authority makes no commitments, express or implied, that the full scope of work as described in this RFP will be commissioned.

The bidder's technical and commercial proposals received in this process may result in Authority selecting to engage with the bidders in further discussions, seeking clarifications and negotiations toward execution of an agreement including finalization of the scope elements. The commencement of such negotiations does not, however, signify a commitment by the Authority to execute a contract or to continue negotiations. Authority may terminate negotiations at any time without assigning any reason.

5.9.1 Authority Rights to Terminate the Selection Process

a) Director AH&VS may terminate the RFP process at any time and without assigning any reason. Authority makes no commitments, express or implied, that this process will result in a business transaction with anyone

b) This RFP does not constitute an offer by Authority.

c) The bidder's participation in this process may result in Authority selecting the bidder to engage in further discussions and negotiations toward execution of an agreement. The commencement of such negotiations does not, however, signify a commitment by the



Authority to execute an agreement or to continue negotiations. Authority may terminate negotiations at any time without assigning any reason.

5.9.2 Right to Accept/Reject any Proposal.

The authority reserves the right to accept or reject any or all of proposal without assigning the reason thereof.

- a) Notwithstanding anything contained in this RFP, the Authority reserves the right to accept or reject any Proposal and to annul the Selection Process and reject all Proposals, at any time without any liability or any obligation for such acceptance, rejection, or annulment, and without assigning any reasons, therefore.
 - i. Besides other conditions and terms highlighted in the RFP Document, bids may be rejected under following circumstances:
 - ii. General Rejection Criteria
 - Conditional Bids.
 - If the information provided by the Bidder is found to be incorrect/misleading /fraudulent/incomplete at any stage/timed during the Tendering Process.
 - Any effort on the part of a Bidder to influence the bid evaluation, bid comparison or contract award decisions.
 - Bids received after the prescribed time & date for receipt of bids.
 - Bids without signature of person (s) duly authorized on required pages of the bid.
 - Bids without power of attorney/board resolution or its certified true copy.
 - iii. **Pre-Qualification Rejection Criteria**
 - Bidders not complying with the Eligibility Criteria given in this RFP.
 - Revelation of prices in any form/ by any reason before opening the Commercial Bid.
 - Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect.
 - iv. **Technical Rejection Criteria**
 - Technical Bid containing commercial details.
 - Revelation of Prices in any form/ by any reason before opening the Commercial Bid.
 - Failure to furnish all information required by the RFP Document or submission of a Bid not substantially responsive to the RFP Document in every respect Bidders not quoting for the complete scope of work as indicated in the RFP Documents, addendum/corrigendum (if any) and any subsequent information given to the Bidder.
 - Bidders not complying with the Technical and General Terms and conditions as stated in the RFP Documents.
 - The Bidder not confirming unconditional acceptance of full responsibility of providing



services in accordance with the scope of work and Service Level Agreements of this RFP.

v. **Commercial Rejection Criteria**

- Incomplete price Bid.
 - Price Bid that do not conform to the RFP's price bid format.
 - Total price quoted by the Bidder does not include all statutory taxes and levies applicable.
 - If there is an arithmetic discrepancy in the commercial Bid calculations the Technical Committee shall rectify the same. If the Bidder does not accept the correction of the errors, its Bid may be rejected.
- b) Misrepresentation/ improper response by the Bidder may lead to the disqualification. If such disqualification / rejection occurs after the Proposals have been opened and the L1 Bidder gets disqualified / rejected, then Authority reserves the right to consider the next best ranked Bidder or take any other measure as may be deemed fit in the sole discretion of Authority, including annulment of the Selection Process.

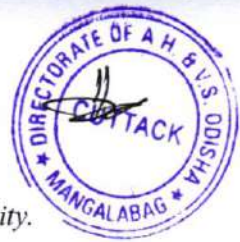
5.10 BIDDER SUPPORT & FACILITATION FRAMEWORK

The Authority recognizes that the success of this PPP project depends on attracting experienced, committed, and financially strong private partners. To this end, support measures are offered:

5.10.1 Pre-Bid Support

- Detailed site visits to OBPI facility — organized by Authority at no cost to Bidder
- Pre-bid conference to address all technical, financial, and legal queries
- Written responses to all pre-bid queries published within 7 working days — available to all Bidders
- Draft Concession Agreement and Supply Agreement made available with RFP for early review
- Due diligence data room access — existing facility records, asset inventory, historical production data

◆ *Bidders are encouraged to raise queries and suggest modifications to commercial or legal terms during the*



pre-bid stage. The Authority will consider all reasonable suggestions to improve project viability.

5.10.2 Regulatory & Clearance Facilitation

- Facilitation for all State-level approvals and NOCs
- Authority will provide a dedicated liaison officer to support regulatory submissions
- OBPI's existing GMP and regulatory history shall be shared to support transition planning
- Authority will facilitate Central Government regulatory approvals (CDSCO, etc.) where everpossible.

5.10.3 Land & Infrastructure Support

- Land& existing infrastructureis available at OBPI provided at annual lease payment of **Rupees Ten Lakhs** (from the date of start ofcommercial production) **with annual 5% increment** during the entire concession period.
- Existing buildings at OBPI, utilities, and equipment under GMP Lab facility will be leased to Private Partner for use and upgradation.
- Clear title and encumbrance-free land at OBPI, Bhubaneswar will be made available for the PPP project.

5.10.4 Financial & Bankability Support

- Government may extend the viable grant fund to match the Gap in arranging the capital to the party in instalments based on development in construction and production milestones — bridging finance needs.

5.10.5 Operational Autonomy Guarantee

- The Private Partner shall have operational autonomy in production planning, staffing, procurement and commercial operations, subject to compliance with applicable laws, regulatory requirements and oversight by the Authority as stipulated in the Agreement.
- Client will look after Quality Control/ Quality Assurance of products and regulatory compliance monitoring
- Government extends consent for commercial (open market / export) transactions, as per PPP policy,2023.



5.10.6 Dispute Resolution — Bidder Protections

- Disputes to be resolved through a structured escalation mechanism: first through designated nodal officer, Followed by at administrative department, then joint committee, lastly through arbitration
- Arbitration under the Arbitration & Conciliation Act, 1996
- Authority commits to resolve disputes within defined timelines — unresolved disputes trigger automatic arbitration
- Bidder's right to seek emergency relief from competent courts always preserved

5.11 BID SUBMISSION PROCEDURE

5.12.1 Bids shall be submitted in two separate sealed covers:

- Cover-I: Technical Bid
- Cover-II: Financial Bid

5.12.2 Technical Bid shall not contain any financial information.

5.12.3 The Bid processing fee and EMD shall be submitted alongwith the bid documents.

5.12.4 Both covers shall be placed inside a single outer sealed envelope.

5.12.5 Late submissions shall not be accepted

Bidders shall submit a structured and well-organized Technical Bid, which will be evaluated by the Technical Evaluation Committee for compliance with the requirements of the project.

Since the Financial Bid shall be opened only for those bidders who qualify the minimum criteria for technical evaluation, the quality, completeness, and clarity of the information submitted by the Bidder will be significant.

The Bidder shall divide its Technical Proposal into the following sections/documents:

Comprehensive upgradation and modernization of the existing vaccine production facility at OBPI to comply with Revised Schedule-M (2024) and WHO-GMP standards,
Establishment of a dedicated HemorrhagicSepticemia (HS) vaccine production line with modern manufacturing, validation, and quality control systems
Establishment of a dedicated Viral vaccine production line with modern manufacturing, validation, and quality control systems
Establishment of a GLP compliant Experimental Small Animal Laboratory House
Establishment of manufacturing unit for <u>Pharmaceutical Products</u>
Operation and maintenance of the vaccine production facility

5.12 BiddertoInform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the



meaning of any portion of the Conditions or the specifications, he shall, before the last date for submission of Pre-Bid Queries and submit them to Authority in writing in order that such doubt may be removed, or clarifications are provided.

5.13 Bid Formats

a) Pre-Qualification Bid Format

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Cover Letter and Particulars of organizations		
2.	Power of attorney along with board resolution to the authorized Signatory of the Bid		
3.	E.M.D. INR 10,00,000.00		
4.	Bid Document fee INR 5000/-		
5.	Particulars of the bidders		
6.	Copy of Certificate(s) of Incorporation, Memorandum and Articles of Association, Certified true copy of relevant extracts of audited balance sheet and PL statements for last (5) five years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25).		
7.	Certificate(s) from statutory auditor towards average annual Turnover of the entity/entities over the last five (5) financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)		
8.	Certificate(s) from the statutory auditor towards net worth for the last five (5) financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)		
9.	Certified copies of valid PAN documents		
10.	Copy of GST registration		
11.	Documents for meeting Technical Eligibility		
12.	Affidavit by the Bidder, duly signed by the authorized signatory confirming they have not been blacklisted by any Central/State Government/Union Territories/PSUs in India as on the bid submission date.		
13.	Self-Declaration for Rule 144 GFR		



N.B.- Bids not accompanying the above documents shall be rejected.

b) Technical Bid Format

Sr.	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Conceptual Plan		
2	Layout Plan		
3	Cleanroom classification plan		
4	Utilities & Process flow		
5	Bio-safety Plan		
6	Implementation schedule		
7	Calibration & Validation Plan		
8	HVAC system Plan		
9	Documentation Plan		
10	Business Plan		
11	Reporting structure and governance Plan		
12	R&D facility integration Plan		
13	Pharmaceutical development and production Plan		

c) Regulatory strategy

Sr.	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Revised Schedule-M compliance roadmap		
2	WHO-GMP alignment plan		
3	Licensing pathway		
4	Audit preparedness strategy		



d) Manpower Deployment Plan

Human Resources Plan		1	2	3	4
1	Key technical personnel				
2	QA/QC team structure				
3	Engineering & maintenance team				
4	Support staffs				

e) Project Implementation Timeline

	Project Plan Timeline	Compliance (Yes/No)	PageNo.andSection No. in the Bid
1	Phase-wise milestone chart		
2	Equipment procurement timeline		
3	Commissioning timeline		
4	Schedule M upgradation completion		
5	Validation & regulatory clearance		
6	Operational commencement		

f) Experience Details

	Item	Compliance (Yes/No)	PageNo.andSection No. in the Bid
1	List of similar projects executed		
2	Experience in EPC		
3	Details of biological/vaccine projects (if any)		
4	Completion certificates		
5	Experience in operation and management of Biologicals/ vaccines		
6	Experience in operation and management of Animal House		
7	Human Resource qualifications		
8	Client references		

g) Declarations & Undertakings



	Key technical personnel	Compliance (Yes/No)	PageNo.andSection No. in the Bid
1	Non-blacklisting certificate(Appendix IX)		
2	No deviation certificate (Appendix -X1)		
3	Conflict of interest declaration		
4	Responsibility undertaking (Appendix -X11)		
5	Integrity Pact (as per Annexure X1)		

B) Financial Bid Format (to be submitted for all 4 works separately)

S.No.	Parameters	
i	Total Price Summary	
ii	Viable Grant Fund Sought	

5.14 Language of the Bid

The bids prepared by the Bidder and all subsequent correspondence and documents relating to the bids exchanged by the Bidder and Authority shall be written in English language. Any printed literature furnished by the Bidder, written in another language, shall be accompanied by an accurate English translation, in which case, for purposes of interpretation of the Bid, the English translation shall govern.

5.15 Hand-written Documents, Erasures or Alterations

The offers containing erasures or alterations will not be considered. There should be no hand-written material, corrections, or alterations in the offer. Filling up the information using terms such as "OK", "noted", "as given in brochure/manual" is not acceptable and may lead to the disqualification of the Bid.

5.16 Earnest Money Deposit (EMD)/ Bid Security

1- The cost of Bidding Documents amounting INR 5000/- (Indian Rupees Five thousands Only) shall be made in form of Demand Draft in favour of " Director, Animal



Husbandry & Veterinary Services, F&ARD Department, Government of Odisha and submitted on or before the last date of bid submission. The cost of bidding documents is non-refundable.

2-Bank Details of Director, Animal Husbandry & Veterinary Services, Cuttack, Odisha is as below:

Account Name:.....

Account Number:

Bank Name:..... IFSC

Code:

The Bidder shall pay EMD of Rs. INR 10,00,000/- (Indian Rupees Ten Lakhs Only) in the form of NEFT/RTGS/Bank Guarantee/Net Banking or Unconditional Irrevocable Bank guarantee of any nationalized/scheduled banks (with validity of 180 days and 90 days of claim period in case of the Bank Guarantee).

EMD shall be in favour of Director, Animal Husbandry & Veterinary Services, Odisha, Mangalabag, Cuttack

No interest will be payable by the Authority on the Earnest Money Deposit/Bid Security.

Bidder must submit a self-attested copy of Challan issued by Bank/documentary proof in the office of Director, Animal Husbandry & Veterinary Services, Odisha, Mangalabag, Cuttack in respect of payment made for the deposit of EMD/Bid Security. The Technical Bid will be opened after checking this challan/documentary proof submitted by the bidder.

In case a bid is submitted without EMD/Bid Security or Bid Document fees as mentioned above, then Authority shall reject the bid without providing opportunity for any further correspondence to the bidder concerned and the Bids shall be treated as non-responsive.

The EMD/Bid Security of unsuccessful Bidders will be returned by the Authority, without any interest, as promptly as possible on acceptance of the Proposal of the Selected Bidder or when the Authority cancels the Bidding Process.

The Selected Bidder's EMD will be returned, without any interest, upon the Selected Bidder signing the Agreement and furnishing the Security Deposit / Performance Guarantee in accordance with the provision thereof.

One event of the occurrence of the following, the EMD may be forfeited if:

- a) A Bidder withdraws their bid or increases their quoted prices during the period of bid validity or its extended period, if any; or
- b) In the case of a Successful Bidder, if the Bidder fails to sign the Contract or to furnish Performance Bank Guarantee within specified time
- c) During the bid process, if a Bidder indulges in any such deliberate act as would jeopardize or unnecessarily delay the process of bid evaluation and finalization.
- d) During the bid process, if any information is found wrong/manipulated/fraudulent information in



the bid.

The format for submitting EMD is as per Appendix-VIII.

5.17 Bid Prices

The Bidder shall indicate in the proforma prescribed, the unit rates and total Bid Prices for the products and services, it proposes to provide under this RFP. Prices should be shown separately for each item as detailed in this document.

The Bidder shall prepare the Bid based on details provided in the RFP document. It must be clearly understood that the Scope of Work is intended to give the Bidder an idea about the order and magnitude of the work and is not in any way exhaustive and guaranteed by the Authority. The Bidder shall carry out all the tasks in accordance with the requirement of the RFP document and with due diligence. It shall be the responsibility of the Bidder to fully meet all the requirements and objectives of the RFP. If during the course of execution of the project any minor revisions to the work requirements like technical specifications, equipment sizing, etc. are to be made to meet the goals of the Project; such changes shall be carried out within the proposed price. If any deviation has a major impact on the Project Cost, the Authority shall take appropriate decisions and such decisions would be binding on the Bidder.

5.18 Firm Prices

Prices quoted in the Bid must be firm and shall not be subject to any modifications, on any account whatsoever. The Bid Prices shall be indicated in Indian Rupees (INR) only.

The Price Bid should clearly indicate the price quoted without any ambiguity whatsoever and should include all applicable taxes, duties, fees, levies, and other charges as may be applicable in relation to the activities proposed to be carried out. Should there be a change in applicable taxes, the actual taxes on the date of billing would prevail.

Prices in any form or by any reason before opening the Price Bid should not be revealed, failing which the offer shall be liable for rejection. If price change is inevitable due to any factor external to the Bidders, the Bidders may be given a chance to submit revised Bids in a separate sealed cover. Decision of the Authority shall be final in this regard.

5.19 Amendment of the RFP Document

At any time prior to the submission of bids, Authority for any reason whatsoever, may modify any element of the RFP Document by issuing an addendum/corrigendum. For the sake of interpretation, the content of any corrigenda issued by the Authority shall be read as a part of the original RFP Document. In each instance where provisions of the Corrigenda contradict or are inconsistent/inapplicable with the provisions of the RFP, the provisions of the Corrigenda shall prevail and govern, and the contradicted or inconsistent/inapplicable provisions of the RFP shall be deemed amended accordingly.

The Authority may in its sole discretion consider extension of deadlines for submission of the bids, to allow prospective bidders reasonable time to take the amendment into account while preparing their bids.



All communications with regards to the clarifications / corrigendum shall be uploaded on the website www.dahvs.odisha.gov.in & communicated through e-mail dahvsodisha@gmail.com.

It shall be the responsibility of the Bidder(s) to check the Authority's website and e-mail from time to time for any amendment in the RFP document.

5.20 Assessment of the RFP by bidder

Bidders are expected to work out their own rates based on the detailed description of scope of work, the specifications, SLA conditions, etc. and should judiciously arrive at the bidding price. The Bidder shall be deemed to have satisfied itself before Bid submission as to correctness and sufficiency of its bid. The rates quoted by the bidder shall cover all its obligations under the RFP necessary for proper execution of the project including O&M under PPP.

If necessary, before submitting its Bid the Bidder should inspect and examine the site at OBPI, Bhubaneswar & its surroundings and ADRI, Cuttack & its surroundings and shall satisfy itself about form and nature of the Sites (including equipment/asset locations), means of access to the Sites, and in general, obtain all necessary information which may influence or affect Project implementation and operationalization. No extra charges consequent on any misunderstanding or otherwise shall be allowed.

5.21 Deviations and Exclusions

Bids shall be submitted strictly in accordance with the requirements and terms & conditions of the RFP (No Deviation Certificate). The bids with deviation(s) are liable for rejection.

5.22 Total Responsibility

Bidders should issue a statement undertaking total responsibility for the defect free operation of the proposed vaccine production units as per the format.

5.23 Withdrawal, Substitution and Modification of Bids

- a) The Bidder may modify, substitute or withdraw its bid after submission prior to the Bid due date. No Bid can be modified, substituted or withdrawn by the Bidder on or after the Bid due date.
- b) Any alteration/ modification in the Bid/ additional information supplied subsequently to the Bid due date, unless the same has been expressly sought for by the Authority shall be disregarded.
- c) Bids withdrawn shall not be opened and processed further.

5.24 Clarification on Bids

During the bid evaluation, Authority may, at its discretion, ask the Bidder for any clarification(s) of



its bid. The request for clarification and the responses shall be in writing, and no change in the price of the bid shall be sought, offered, or permitted.

The Authority may waive any minor infirmity, nonconformity or irregularity in a bid that does not constitute a material deviation, and that does not prejudice or affect the relative position of any Bidder, provided it conforms to all the terms, conditions of the bidding documents without any material deviations, objections, conditionality, or reservations. A material deviation, objection, conditionality, or reservation is one (i) that affects in any substantial way the scope, quality, or performance of the Agreement; (ii) that limits in any substantial way, inconsistent with the bidding documents, Authority's rights or the selected Bidder's obligations under the Agreement; or (iii) whose rectification would unfairly affect the competitive position of other Bidders who are presenting responsive bids.

5.25 Conditional Bids/Offers by the Bidders

The Bidder should abide by all terms and conditions specified in the RFP Document. Conditional bids/offers shall be liable for disqualification.

5.26 Late Tender Bids

Any bid received by Authority after the deadline for submission of bid prescribed by the Authority, will be summarily rejected.

5.27 Bid Validity Period:

Bids shall be valid for a period of 120 days (One hundred and twenty days) from the last date of submission of the bids. A Bid valid for a shorter period may be considered as non-responsive. In exceptional circumstances, at its discretion, Authority may solicit the bidder's consent for an extension of the validity period. The request and the responses thereto shall be made in writing or by fax or email.

5.28 Address for Communication

All communications should be addressed to the Authority at below given address:

Director, Animal Husbandry & Veterinary Services, Odisha
Mangalabag, Cuttack – 753001



5.29 Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- i. If it does not comply with the requirements of this RFP.
- ii. If a bid does not follow the format requested in this RFP or does not appear to address the particular requirements of the solution.

5.30 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 adviser 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 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.

5.31. GOVERNMENT RIGHTS

The Government reserves the right to:

- Seek financial clarifications
- Negotiate financial terms with highest-ranked bidder
- Modify PPP structure prior to agreement
- Reject any or all bids without assigning reasons

5.32. Fraud and Corrupt Practices

5.32.1 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 Concession Agreement. Notwithstanding anything to the contrary contained herein, or in the LOA or the Concession Agreement, the Authority may reject a Bid, withdraw the LOA, or terminate the Concession 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, or 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 Concession Agreement, or otherwise.

5.32.2 Without prejudice to the rights of the Authority under Clause 4.1.1. herein above and the rights and remedies which the Authority may have under the LOA or the Concession

Agreement, or otherwise if a Bidder or Concessionaire, 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 Concession 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.

5.32.2.1 “**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 Concession 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(g) 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 Concession Agreement, as the case may be, any person in respect of any matter



relating to the Project or the LOA or the Concession Agreement, who at any time has been or is a financial or technical adviser of the Authority in relation to any matter concerning the Project;

5.32.2.2 “**fraudulent Practice**” means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process.

5.32.2.3 “**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.

5.32.2.4 “**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 “**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

5.33 Conflict of Interest

A Bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, Authority shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Authority for, inter alia, the time, cost and effort of Authority including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to Authority hereunder or otherwise.

Authority requires that the bidder provides solutions which at all times hold Authority’s interest paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The bidder shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of Authority.

A Bidder shall be deemed to have a Conflict of Interest affecting the Bidding Process, if:

- i. the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling



shareholders or other ownership interest; provided that this disqualification shall not apply where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five percent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; a constituent of such Bidder is also a constituent of another Bidder; or such Bidder, or any Associate thereof receives or has received any director indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, or any Associate thereof or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its Member or any Associate thereof; or

ii. such Bidder has the same legal representative for purposes of this RFP as any other Bidder; or, such Bidder, or any Associate thereof has a relationship with another Bidder, or any Associate thereof, directly or through common third party/parties, that put either or both of them in a position to have access to each others' information about, or to influence the RFP of either or each other; or

iii. such Bidder, or any Associate thereof has participated as a consultant to the Authority in the preparation of any documents, design, or technical specifications of the project.

A Bidder shall be liable for disqualification if any legal, financial, or technical advisor of the Authority in relation to the Bid is engaged by the Bidder, its Member or any Associate thereof, as the case may be, in any manner for matters related to or incidental to the Project. For the avoidance of doubt, this disqualification shall not apply where such advisor was engaged by the Bidder, its Member or Associate in the past but its assignment expired or was terminated 6 (six) months prior to the date of issue of this RFP. Nor will this disqualification apply where such advisor is engaged after a period of 3 (three) years from the date of Go-Live of the Project.

5.34 Subcontracting

The Selected Bidder would not be allowed to subcontract work.

Subcontracting shall be allowed only with prior written approval of Authority. However, even if the work is subcontracted, the sole responsibility of the work shall lie with the bidder. The bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the subcontracting agreements (if any) between both the parties would be required to be



submitted to the Authority.

5.35 PRE-BID CONFERENCE

5.35.1 The Authority shall inform about the time, venue and date for Pre-Bid Conference. Also, the link for online meeting shall be shared with the Bidders who choose to attend the meeting online. A maximum of two representatives of prospective Bidders shall be allowed to participate on production, of Authority letter from the Bidder.

5.35.2 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 written clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Bidding Process.

5.36 Miscellaneous & Legal aspects

5.36.1 The Bidding Process shall be governed by, and construed in accordance with, the laws of India and the Courts in Cuttack, Odisha shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with the Bidding Process.

5.36.2 The Authority, in its sole discretion and without incurring any obligation or liability, reserves the right, at any time, to 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. consult with any Bidder in order to receive clarification or further information.

5.36.3 pre-qualify or not to pre-qualify any Bidder and/ or to consult with any Bidder in order to receive clarification or further information.

5.36.4 retain any information and/ or evidence submitted to the Authority by, on behalf of, and/ or in relation to any Bidder; and/ or

5.36.5 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.



5.36.6 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, pursuant thereto 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.

5.36.7 The Concession Agreement and RFP are to be taken as mutually explanatory and, unless otherwise expressly provided elsewhere in this RFP, in the event of any conflict between them the priority shall be in the following order:

- a. Concession Agreement
- b. The RFP
- c. the Concession Agreement (5.37.8) shall prevail over the RFP at (5.37.9) above.

5.36.8 Default in payment of Lease Premium-

The lease premium of INR 10 Lakhs will be payable by the IA within three months of the commercial production of vaccine. The concession of lease premium is allowed for two years from the date of signing of the contract to develop and operate the GMP vaccine production facility. In case of default of payment of lease premium within three months of starting of commercial production, penalty will be levied @2.5% per month subject to maximum of INR 1 Lakh. per annum.

5.36.9 Termination of Contract -

The authority reserves the right to terminate the contract with prior notice of three months before taking appropriate actions, if the implementing agency

- a. fails to carry out the work as per the scope of work and mentioned in the concession agreement,
- b. fails to meet the vaccine requirements of the State as per the indent placed by the Authority from the vaccine production facility
- c. if the agency is found to be indulged in corrupt or fraudulent practice.
- d. if the agency becomes financially bankrupt

5.36.10 Force Majeure

In the face of unforeseen events that arise from no fault of either party that can not be prevented or overcome by exercising diligence but have the capacity to inhibit any / both parties from fulfilling the duties and obligations under the agreement, Force majeure will be



applicable to address such possible eventualities and uncertainties during the course of concession period, while providing the compensation or re-dressal for the same.

Continuation of the Force majeure event for a substantial period of time or for multiple period during a concession, the parties may mutually decide to terminate/ continue the agreement in mutually agreed revised terms.

6. Selection Criteria

The Bids shall be opened by Authority in presence of those Bidders or their representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify that they are bona fide representatives of the bidder firm, for attending the opening of bid.

There will be three bid-opening events under 2-stage bidding process:

- i. Set1 (RFP Document fee & Bid Security/EMD) and Set2 (Pre-Qualification bid)
- ii. Set3 (Technical bid)
- iii. Set4 (Price bid)

The venue, date, and time for opening the pre-qualification bid and technical bid are mentioned in the Fact sheet.

The date and time for opening of the price bid would be communicated to the qualified bidders.

Bids received within the prescribed closing date and time will be opened on the date, time and at the address mentioned in the RFP Document.

- i. Technical bid of only those Bidders shall be opened who meet the Pre-Qualification requirements. Price Bid of only those Bidders shall be opened who meet the technical Bid qualification.

If the Bidder gives wrong information in the Bid, the bid shall be summarily rejected.

6.1 Preliminary Examination of Bids

Authority shall examine the bid to determine whether they are complete, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-



responsive for any reason or not meeting any criteria specified in the RFP, shall be rejected by Authority, and shall not be included for further consideration.

Initial Bids scrutiny shall be held, and bids will be treated as non-responsive, if bids are:

- i. Not submitted in format as specified in the RFP document.
- ii. Received without the Letter of Authorization (Power of Attorney).
- iii. Found with suppression of details.
- iv. With incomplete information, subjective, conditional offers and partial offers submitted.
- v. Submitted without the documents requested
- vi. Non-compliant to any of the clauses mentioned in the RFP.
- vii. With less validity period.
- viii. EMD not submitted/less EMD validity period.
- ix. Canvassing in any form in connection with the Bid.
- x. Bid submitted after due date and time.
- xi. Bid submitted by Printout/Telex/Telegram/Fax/e-mail.
- xii. Erasure and/or overwriting is/are Not permissible
- xiii. Bids not signed by authorized signatory

6.2 Evaluation Process.

Authority shall constitute a Tender Evaluation Committee to evaluate the responses of the Bidders

The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit requisite supporting documents/documentary evidence by Bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentations with the Bidders to seek clarifications or confirmations on their bids.

The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:



6.2.1. Stage 1: Technical Evaluation

Authority shall validate the Set 1 "RFP Document fee & Bid Security/Earnest Money Deposit (EMD)".

6.2.2 If the contents of Set 1 are as per requirements; Authority shall open the Set 2 "Technical Bid". Each of the Technical Bid conditions mentioned in the document is MANDATORY. In case, the Bidder does not meet any one of the conditions, the Bidders shall be disqualified.

6.2.3 Bidders will be informed of their qualification/disqualification based on the technical bid criteria through Email and Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders and after the submission of Performance Bank Guarantee by the successful Bidder. Bids of only those bidders who meet Technical Bid criteria shall be considered for further evaluation i.e., Stage – 2: Financial Evaluation

6.2.4 Price bids will not be opened for those Bidders, who don't qualify the technical evaluation. Bid

Security amount shall be returned for those who don't qualify the financial evaluation stage after Performance Bank Guarantee is submitted by successful Bidder.

6.2.5 Financial Bid Criteria

Financial bid submission conditions

6.2.5.1 The Financial Bid shall be submitted in a **separate sealed envelope** marked:

"FINANCIAL BID – OBPI Vaccine Production PPP Project – CONFIDENTIAL"

6.2.5.2 Only bidders whose Technical Bid is found responsive shall have their Financial Bids opened.

6.2.5.3 The Financial Proposal shall be:

- Signed and stamped by Authorized Signatory
- Sequentially numbered
- Submitted in hard copy + soft copy
- Free from overwriting or conditional deviations

6.2.5.4 Incomplete financial disclosures may render the bid non-responsive.



6.2.5.5 FINANCIAL EVALUATION CRITERIA

The Financial Bid shall be evaluated on the following parameters

Sl. NO	Evaluation Criteria	Weightage
1	Compliance with minimum capital investment commitments	Qualifying
2	Lowest Viability Gap Funding (VGF) quoted	Primary

N.B:- Bidder seeking for VGF has to quote baseline lease premium of Rupees Ten lakhs/annum with 5% increment every subsequent years. The bidder seeking lowest VGF will be given highest financial score.



6.3 Selection of the Bidder

- i. The Bidder whose Bid is adjudged as responsive and who quotes the lowest Grant to be paid by the DAH&VS ordinarily be declared as the selected Bidder (the "**Selected Bidder**"). 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.
- ii. In the event that two or more Bidders quote the same amount of **Grant as the "Tie Bidders"**, the Authority shall identify the Selected Bidder who has higher score in technical bid. If the technical bid score is also the same then by draw of lots, which shall be conducted, with prior notice, in the presence of the Tie Bidders who choose to attend.
- iii. 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.
- iv. 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 the failure of the Selected Bidder to acknowledge the LOA and the next eligible Bidder may be considered.
- v. After acknowledgment of the LOA as aforesaid by the Selected Bidder, it shall cause the Concessionaire to execute the Concession Agreement within the prescribed period. The Selected Bidder shall not be entitled to seek any deviation, modification or amendment in the Concession Agreement.

7. Award of contract

Authority will notify the Successful Bidder via letter / fax / email of its intent of accepting the bid.

Within 7 days of receipt of the Letter of Intent (LOI) issued by the Authority, the Successful Bidder shall be required to sign the LOI and return the same to the address specified above as a token of



acceptance of the LOI.

7.1 Notification of Award

As a condition precedent to execution of the Agreement, the Successful Bidder shall ensure submission of the requisite unconditional, unequivocal and irrevocable Bank Guarantee, in the prescribed Format within 15 days of receipt of the LOI as a Performance Bank Guarantee (PBG) for the services to be performed under the resultant Agreement.

The Performance Bank Guarantee (PBG) shall be for an amount equivalent to 5% of the total Project cost at the commencement of Project in the format prescribed in RFP, issued by any of the nationalized/scheduled commercial banks only. The Performance Bank Guarantee shall be kept valid up to a period of 3 (three) months after completion/expiry of Contract Agreement.

7.2 Signing of Agreement

Subsequent to Authority notification to the Successful Bidder by way of an LOI, acceptance of the LOI and submission of the Performance Guarantee, the Successful Bidder shall execute the agreement with the Authority. Failure of the Successful Bidder to furnish the Performance Guarantee or execute the Agreement within the prescribed time shall cause the EMD of the Successful Bidder to be liquidated. In such an event, the Authority shall negotiate with the next eligible bidder. The Successful Bidder will be liable to indemnify the Authority for any additional cost or expense incurred on account of failure of the Successful Bidder to execute the Agreement.

Notwithstanding anything to the contrary mentioned above, the Authority at its sole discretion shall have the right to extend the timelines for execution of Agreement on the request of the Successful Bidder, provided the same is Bonafide.

7.3 Concessions Permissible under Statutes

Bidder, while quoting against this RFP, must take cognizance of all concessions permissible, if any, under the statutes and ensure the same is passed on to the Authority, failing which it will have to bear extra cost. In case Bidder does not avail concessional rates of levies like customs duty, excise duty, sales tax, etc., the authority will not take responsibility towards this. However, the Authority may provide necessary assistance, wherever possible, in this regard.

7.4 Supply Agreement

- Supply Agreement with annual renewal with indent from department six monthly.
- Present procurement quantity as minimum base, with annual enhancement as mutually agreed
- Pricing as per GOI procurement price.



- Government right to increase/ decrease or add new products to procurement basket.
- If the PPP partner/ implementing agency fails to meet the state's requirement of indented vaccines as per the supply agreement, the state is free to procure the same vaccine from outside source to meet the state's need for immunization programme. The implementing agency will be penalised with the differential cost including transportation cost towards the cost of the vaccines procured for the purpose from outside agencies.

7.5 RISK ALLOCATION MATRIX

The bidder shall identify need to clearly state the Regulatory risks, Operational risks, financial risks and his plan to mitigation strategy.

Risk Category	Proposed Risk sharing (Bidder/ Government)
Regulatory Compliance	
Raw Material Price	
Demand Risk	
Market Risk	
Operational Risk	
Force Majeure	

7.6 Taxes

The Bidders shall fully familiarize themselves about the applicable domestic taxes (such as GST, value added or sales tax, service tax, income taxes, duties, fees, levies etc.) on amounts payable by Authority under the Agreement. All such taxes must be included by Bidders in the Price Bid.

7.7 Audit, Access and Reporting

The following paras details the audit, access and reporting rights and obligations of Authority and/or its nominated agency and the Selected Bidder and its subcontractors, agents, supplier etc. This Schedule is in addition to, and in derogation of, the audit rights and process provided in the RFP.

A. Audit Notice and Timings

- As soon as reasonably practicable after the Effective Date, the Parties shall use their best endeavour to mutually agree to a timetable for routine audits during the Project Implementation Phase and the O&M Phase. Authority shall conduct routine audits in accordance with such agreed timetable and shall not be required to give the Selected Bidder any further notice of carrying out such audits.



- ii. Authority may conduct unscheduled audits at its own discretion if it reasonably believes

that such unscheduled audits are necessary as a result of a misconduct or an act of fraud by the Selected Bidder, a security violation, or breach of confidentiality obligations by the Selected Bidder, provided that the requirement for such an audit is notified in writing to the Selected Bidder within a reasonable period of time prior to the audit (taking into account the circumstances giving rise to the reasonable belief) stating the reasons for the requirement.

Except as provided in para (i) & (ii) above, audits shall be conducted with adequate notice of 2 weeks.

B. Access

The Selected Bidder shall provide to Authority and/ or its nominated agency reasonable access to employees, subcontractors, suppliers, agents and third-party facilities as detailed in the RFP, documents, records and systems reasonably required for audit and shall provide all such persons with routine assistance in connection with the audits and inspections. Authority or its nominated agency shall have the right to copy and retain copies of any relevant records. The Selected Bidder shall make every reasonable effort to cooperate with them.

C. Audit Rights

Authority and/or its nominated agency shall have the right to audit and inspect suppliers, agents, subcontractors and third-party facilities, data center, documents, records, procedures and systems relating to the provision of the services, but only to the extent that they relate to the provision of the services, as shall be reasonably necessary to verify:

- i. The security, integrity and availability of all data processed, held, or conveyed by the [Selected Bidder] on behalf of the Authority and documentation related thereto.
 - ii. That the actual level of performance of the services is the same as specified in the SLA.
- iii. That the Selected Bidder has complied with the relevant technical standards, and has adequate internal controls in place; and the compliance of the Selected Bidder with any other obligation under the Agreement. For the avoidance of doubt the audit rights under



this Schedule shall not include access to (i) the Selected Bidder's profit margins or overheads, (ii) any Confidential Information relating to its employees, or (iii) minutes of its internal Board or Board committee meetings including internal audit, or (iv) such other information of commercial-in-confidence nature which are not relevant to the Services associated with any obligation under the Agreement.

D. Audit Rights of Subcontractors, Suppliers and Agents

- i. The Selected Bidder shall use reasonable endeavours to achieve the same audit and access provisions as defined in this Schedule with subcontractors, suppliers and agents who supply labour, services, equipment, or materials related to performance of obligations by Selected Bidder under the contract. Without prejudice to its other obligations under the contract, the Selected Bidder shall inform Authority and/or its nominated agency prior to concluding supply / subcontract agreements of any failure to achieve the same rights of audit or access.
- ii. **REPORTING:** The Selected Bidder will provide monthly reports to Authority and / or its nominated agency regarding any specific aspects of the Project and in context of the audit and access information as required by Authority or its nominated agency.

E. Action and Review

- i. Any change or amendment to the systems and procedures of the Selected Bidder, where applicable arising from the audit report shall be agreed within thirty (30) calendar days from the submission of the said report.
- ii. Any discrepancies identified by any audit pursuant to this Schedule shall be immediately notified to Authority or its nominated agency and the Project Manager of the Selected Bidder who shall determine what actions should be taken in respect of such discrepancies in accordance with the terms of the Agreement.

7.8 Records and Information

For the purposes of audit in accordance with this Schedule, the Selected Bidder shall maintain true and accurate records in connection with the provision of the services and shall handover all the relevant records and documents upon the termination or expiry of this Agreement.

7.9 Terms of Payment of VGF



- i. The request for payments shall be made to the Authority in writing, accompanied by invoices describing, as appropriate, the services performed, and by the required documents submitted pursuant to conditions of the contract and upon fulfilment of all the obligations stipulated in the Contract.
- ii. The Authority shall make all efforts to make payments within thirty (30) days of receipt of invoice(s) and all necessary supporting documents.
- iii. The currency or currencies in which payments shall be made to the IA under this Contract shall be Indian Rupees (INR) only.
- iv. All remittance charges shall be borne by the IA.
- v. In case of disputed items, the disputed amount shall be withheld and shall be paid only after settlement of the dispute.
 - vi. Any penalties/ liquidated damages, as applicable, for delay and non-performance, as mentioned in this RFP document, shall be deducted from the due payments of the respective milestones.
 - vii. Taxes, as applicable, shall be deducted/paid, as per the prevalent rules and regulations.
 - viii. Payments to Selected Bidder, after successful completion of the target milestones (including specified project deliverables), shall be made as follows:

Physical Milestone	Production Milestone	% of VGF release
Comprehensive upgradation and modernization of the existing BQ vaccine production facility at OBPI to comply with Revised Schedule-M (2024) and WHO-GMP standards,	Minimum 5 batches of production and delivery to state's demand	20%
Establishment of a dedicated Hemorrhagic Septicemia (HS) vaccine production line with modern manufacturing, validation, and quality control systems	Minimum 5 batches of production and delivery to state's demand	20%
Establishment of a dedicated Viral (Goatpox & PPR) vaccine production line with modern manufacturing, validation, and quality control systems	Minimum 5 batches of production and delivery to state's demand	20%
Establishment of a GLP compliant Experimental Small Animal Laboratory House	Housing of lab animals (small ruminant and lab animals) as per CCSEA guidelines with testing of 5 batches of vaccines)	20%
Establishment of manufacturing unit for Pharmaceutical Products	Production of 5 batches of pharmaceuticals	20%



7.10 Right to Vary the Scope of Work

The Authority reserves its right to make changes to the scope of the work at the time of execution of the resultant Contract. If any such change causes an increase or decrease in the cost of, or the time required for the Selected Bidders performance of any part of the work under the Contract, whether changed or not changed by the order, an equitable adjustment (if required) shall be made in the Contract Value or time schedule, or both, and the Contract shall accordingly be amended. Any claims by the Selected Bidder for adjustment under this Clause must be asserted within thirty (30) days from the date of the implementing agency receipt of the Authority's changed order.

8. Formats For Technical Bid

Indicative Checklist for the Documents to be included

#	Documents to be submitted	Submitted (Y / N)	Documentary Proof (Page No.)
1.	Bid Cover Letter and Particulars of organizations		
2.	Power of attorney along with board resolution to the authorized Signatory of the Bid		
3.	E.M.D. [INR 1000000.00]		
4.	Bid Document fee [INR 5000.00]		
5.	Particulars of the bidders (As per Section 8.3 of Annexure 1)		
6.	Copy of Certificate(s) of Incorporation, Memorandum and Articles of Association, copy of purchase orders showing required years of operations or Certified true copy of relevant extracts of balance sheet and PL statements for last required years		
7.	Certificate(s) from statutory auditor towards average annual Turnover of the Bidder over the last five (5) financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)		
8.	Certificate(s) from the statutory auditor towards net worth for the last five (5) financial years (2020-21, 2021-22, 2022-23, 2023-24 and 2024-25)		
9.	Certified copies of valid PAN documents		
10.	Copy of GST registration		



11	Documents for meeting Technical Eligibility		
12	Affidavit by the Bidder duly signed by the authorized signatory confirming they have not been blacklisted by any Central/State Government/Union Territories/PSUs in India as on the bid submission date		

8.1. Technical Bid Cover Letter

(To be submitted on the letterhead of the Bidder)

To

The Director

Animal Husbandry & Veterinary Services, Odisha

Mangalabag, Cuttack – 753001

Subject: Limited RFP for Selection of Agency for Upgradation of OBPI Vaccine Production Unit to Revised Schedule-M (2024) & WHO-GMP Standards, Establishment of Dedicated HS Vaccine Production Line, and Operation & Maintenance under PPP Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar, Government of Odisha.

Ref: RFP No. <No> dated <DD/MM/YYYY>

Sir / Madam,

Having examined the Limited Request for Proposal (RFP), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the services as required and outlined in the RFP for “*Selection of Agency for Upgradation of OBPI Vaccine Production Unit to Revised Schedule-M (2024) & WHO-GMP Standards, Establishment of Dedicated HS Vaccine Production Line, and Operation & Maintenance under PPP Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar, Government of Odisha.*”

We hereby submit our responses to the **Pre-Qualification requirements along with the Technical and Price Bids**, as required under the provisions of the RFP. We confirm that the information contained in these submissions, including all supporting documents, exhibits, and instruments delivered or to be delivered to the Authority, is true, accurate, verifiable and complete. This submission includes all information necessary to ensure that the statements therein do not, in whole or in part, mislead the Authority during the evaluation and short-listing process.



We fully understand and agree that if any information provided by us is found to be false, misleading or incorrect during verification, our bid may be rejected or we may be disqualified from the selection process. In the event that the contract has already been awarded, the Authority shall have the right to terminate the contract in accordance with the provisions of the Agreement.

We hereby confirm our unconditional acceptance of all the terms and conditions set forth in the RFP document and agree to abide by this bid for a period of **120 days** from the date fixed for submission of bids. We further undertake that, in the event the contract is awarded to us, we shall submit the **Performance Bank Guarantee** in the form and manner prescribed in the RFP.

We understand that the Authority reserves the right, in its absolute discretion, to accept or reject any or all bids without assigning any reason whatsoever and that the Authority shall not be bound to accept the lowest or any bid.

It is hereby confirmed that I/We are duly authorized to act on behalf of our company/firm/organization and are empowered to sign this document and any other documents that may be required in connection with this RFP process.

Dated this ___ day of _____, 20.

(Signature)

(In the capacity of)

Name: _____

Duly authorized to sign the RFP response for and on behalf of:

(Name and Address of the Company)

Seal / Stamp of the Bidder

Witness Signature: _____

Witness Name & Address: _____

8.2. Particulars of the Bidder

Sr.	Description	Details (to be filled by the bidder)
1.	Name of the company/ LLP / Partnership / Proprietor	
2.	Title of the Project	
3.	Official address	
4.	Phone No. and Fax No.	



5.	CorporateHeadquartersAddress	
6.	PhoneNo.andFaxNo.	
7.	WebsiteAddress	
8.	Detailsof Company'sRegistration(Please enclose copy ofthecompanyregistrationdocument)	
9.	NameofRegistrationAuthority	
10.	RegistrationNumberandYearofRegistration	
11.	GST/CST/LST/VATregistrationNo.(asapplicable)	
12.	PermanentAccountNumber(PAN)	
13.	Company'sTurnoverforlastfive (5) financial years (2020-21,2021-22,2022-23,2023-24 and 2024-25)	
14.	Company'sNetWorthforthelast five (5) financial years (2020-21,2021-22,2022-23,2023-24 and 2024-25)	

8.2.1.ContactDetailsofOfficialsoffuturecorrespondenceregardingtheBidProcess:

Details	AuthorizedSignatory	SecondaryContact
Name		
Title		
CompanyAddress		
Phone/Fax		
Mobile		
Email		

8.3.FinancialTurnover

(A)

NameoftheBidder			
	OverallTurnover(inINR	FY2020-21	
		FY2021-22	



Financial Capability	crores)	FY2022-23	
		FY2023-24	
		FY2024-25	

(B)

Name of the Bidder			
Financial Capability	Overall Net Worth (in INR crores)	FY2020-21	
		FY2021-22	
		FY2022-23	
		FY2023-24	
		FY2024-25	



8.4. LETTER COMPRISING THE BID

To
The Director
Animal Husbandry & Veterinary Services, Odisha
Mangalabag, Cuttack – 753001

Subject: Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar.

Ref: RFP No. <No> dated <DD/MM/YYYY>

Dear Madam/Sir,

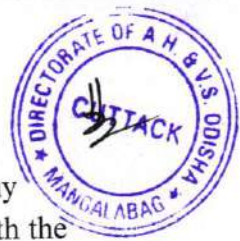
1. With reference to your RFP document dated, I/we, having examined the Bidding Documents and understood their contents, hereby submit my/our Bid for the aforesaid Project. The Bid is unconditional and unqualified.
2. I/ We acknowledge that the Authority will be relying on the information provided in the Bid and the documents accompanying such Bid for selection of the Concessionaire 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 a Concessionaire for the [development, construction, 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/ any of the Consortium Members⁴¹ or our/ their 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 reservation to the Bidding Documents,

⁴¹ On Letterhead of the Company

⁴² All the blanks' spaces be suitably filled up by the Bidder to reflect the particulars relating to such bidders

⁴³ If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted including any Addendum issued by the Authority; and

- (b) I/ We do not have any conflict of interest in accordance with Clause 5.33 of the RFP document; 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 5.33 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 Appendix-V 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 Bid in response to the RFP for the Project were true and correct as on the date of making the Bid 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 the Authority may cancel the Bidding Process at any time and that the Authority are neither bound to accept any Bid that the Authority may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 5.32, 6.1 & 6.2 of the RFP document.
9. I/ We believe that we/ our Consortium satisfy(s) the Net Worth and/or AUM/ACI criteria and meet(s) all the requirements as specified in the RFP document.
10. I/ We declare that we/ any Member of the Consortium, or our/ its Associates are not a member of a/ any other Consortium submitting a Bid for this Project.
11. I/ We certify that in regard to matters other than security and integrity of the country, we/ any Member of the Consortium or any of our/ their 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 relate to a grave offence that outrages the moral sense of the community.
12. I/ We further certify that in regard to matters relating to security and integrity of the country, we/ any Member of the Consortium or any of our/ their Associates have not been charge- sheeted by any agency of the Government or convicted by a Court of Law.
13. I/ We further certify that no investigation by a regulatory Authority is pending either against us/ any Member of the Consortium or against our/ their Associates or against our CEO or any of our directors/ managers/ employees.
14. I/ We further certify that we are not disqualified in terms of the additional criteria specified by the Department of Disinvestment in their OM No. 3/9/2016-DD-II-B dated September 28, 2017, a copy of which forms part of the RFP.
15. I/ We further certify that we/ any Member of the Consortium or any of our/ their Associates are not barred by the Central Government/ State Government or any entity controlled by it, from participating in any project (PPP or otherwise), and no bar subsists as on the date of Bid.⁴³
16. 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.
17. The Statement of Legal Capacity as per format provided at Annex-II in Appendix-III of the



RFP document, and duly signed, is enclosed. The Power of Attorney for signing of Bid and the Power of Attorney for Lead Member of Consortium, as per format provided at Appendix II and III respectively of the RFP, are also enclosed.

18. [I/We hereby confirm that we are in compliance of/ shall comply with the O&M requirements as per the RFP Document.]

19. I/ We acknowledge and undertake that our Consortium was qualified/eligible on the basis of Technical Capacity and Financial Capacity of those of its Members who shall, for a period of 1 (one) year from the date of commercial operation of the Project, hold equity share capital not less than: (i) 26% (twenty six per cent) of the subscribed and paid-up equity of the Concessionaire; and (ii) 5% (five percent) of the Total Project Costs specified in the Concession Agreement. We further agree and acknowledge that the aforesaid obligations shall be in addition to the obligations contained in the Concession Agreement in respect of Change in Ownership.

I/We acknowledge and agree that in the event of a change in control of an Associate whose Technical Capacity and/ or Financial Capacity shall be taken into consideration for the purposes of selection as Concessionaire under and in accordance with the RFP, I/We shall inform the Authority forthwith along with all relevant particulars and the Authority may, in its sole discretion, disqualify our Consortium or withdraw the Letter of Award, as the case may be. I/We further acknowledge and agree that in the event such change in control occurs after signing of the Concession Agreement but prior to Financial Close of the Project, it would, notwithstanding anything to the contrary contained in the Concession Agreement, be deemed a breach thereof, and the Concession Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.

20. I/We understand that the Selected Bidders shall either be an existing Company incorporated under the Indian Companies Act, 1956/2013, or shall incorporate as such prior to execution of the Concession Agreement.
21. 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 above-mentioned Project and the terms and implementation thereof.
22. In the event of my/ our being declared as the Selected Bidder, I/We agree to enter into a Concession 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.
23. I/We have studied all the Bidding Documents carefully. We understand that except to the extent expressly set forth in the Concession 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 Concession.
24. I/We offer a Bid Security of Rs. ***** (Rupees ***** Only) to the Authority in accordance with the RFP Document.
 25. The Bid Security in the form of a Bank Guarantee/e-Bank Guarantee/Insurance Surety Bond/Bid Security Declaration (strikeout whichever is not applicable) is attached.
 26. The documents accompanying the Technical Bid, as specified in the RFP, have been submitted in a separate envelope and marked as “**Enclosures of the Bid**”.
 27. 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.
 28. The [Premium / Grant] has been quoted by me/us after taking into consideration all the terms and conditions stated in the RFP, draft Concession Agreement, our own estimates of costs [and traffic] and after a careful assessment of the site and all the conditions that may affect the project cost and implementation of the project.
 29. I/We agree and undertake to abide by all the terms and conditions of the RFP document.
 30. { We, the Consortium Members agree and undertake to be jointly and severally liable for all the obligations of the Concessionaire under the Concession Agreement till occurrence of Financial Close in accordance with the Concession Agreement. }
 31. I/We certify that in terms of the RFP, my/our Net Worth is Rs. (Rupees in words) / ACI/AUM is Rs. (Rupees in words).
 32. 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:

Place:

(*Designation of the of the Authorised signatory)
Name and seal of Bidder/Lead Member



On Letterhead of the Company

All the blanks 'spaces' suitably filled up by the Bidder to reflect the particulars relating to such bidders
If the Bidder is not a Consortium, the provisions applicable to Consortium may be omitted

APPENDIX I

Annexure- 1

Detail of Bidder

1. Details

- 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 :

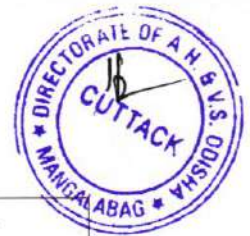
- a) Name:
- b) ***** Designation:
- c) Company:
- d) Address:
- e) Telephone Number:
- f) E-Mail Address:

4. Particulars of the Authorised Signatory of the Bidder:

- a) Name:
- b) ***** Designation:
- c) Address:
- d) Phone Number:

5. In case of a Consortium:

- a) The information above (1-4) should be provided for all the Members of the Consortium.
- b) A copy of the Joint Bidding Agreement, as envisaged in Clause 2.2.6 above should be attached to the Bid.
- c) Information regarding the role of each Member should be provided as per table below:



Sl. No.	Name of Member	Role	Percentage of equity in the Consortium
1.			
2.			
3.			
4.			

The role of each Member, as may be determined by the Bidder, should be indicated in accordance with instruction 4 at Annex-IV.

- d) The following information shall also be provided for each Member of the Consortium: (Refer Clause 5.1 of this RFP):

Name of Bidder/member of Consortium:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred ^f by the Central/State Government, or any entity controlled by it, from participating in any project (LDOT or otherwise).		
2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid		
3.	Has the Bidder/constituent of the Consortium 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?		

A statement by the Bidder and each of the Members of its Consortium (where applicable) 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):

Name of Bidder/member of Consortium:

SN	Criteria	1st year	2nd year	3rd year
1.	If Bidder/ Consortium Member 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 any of its Consortium Member, as the case maybe, or has been expelled/terminated by Central/State Government, or any entity controlled by it for breach by such Bidder or any of its Consortium Member, along-with updated details of ongoing process of litigation/blacklisting.			



Annexure-II

**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)**

To
Director
Animal Husbandry & Veterinary Services Odisha

MangalabagCuttack .

Odisha, Pin – 753001

Sub: Bid for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Dear Sir,

We hereby confirm that we/ any members in the Consortium (constitution of which has been described in the Bid) 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 / any member in the JV is 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
Authorised Signatory

For and on behalf of
..... (Name of Applicant)

.....
Name of Statutory Auditor's firm:
Seal of the audit firm

(Signature, name and designation
and Membership no. of authorized
signatory)



Annexure-III

Technical Capacity of the Bidder@ (Refer Clause 5.1 of this RFP)

Bidder type	Proposed Equity Shareholding in Consortium (%)	Member Code	Project Code	Category	Experience (Equivalent Rs. crore)		
					Payments made/received for construction of projects	Payments made for development of projects	Payment/Receipt of the project
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
Single entity Bidder			A				
			B				
			C				
			D				
Consortium Member 1			1a				
			1b				
			1c				
			1d				
Consortium Member 2			2a				
			2b				
			2c				
			2d				
Consortium Member 3			3a				
			3b				
			3c				
			3d				
Consortium Member 4			4a				
			4b				
			4c				
			4d				

Provide details of only those projects that have been undertaken by the Bidder under its own



name and/or by an Associate specified in Clause 2.2.2 above and/or by a project company eligible under Clause 3.4.3 hereinabove. 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 (five) 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. 5

[#] A Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Member. In case of a Consortium, the row titled Single entity Bidder may be ignored. In case credit is claimed for an Associate, necessary evidence to establish the relationship of the Bidder with such Associate, in terms of Clause 5.1, shall be provided.

*Member Code shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

**Add more rows if necessary.

[§] Refer Clause 5.1 of this RFP.

¥In the case of projects, the figures in columns 7 and 8 may be added for computing the Technical Capacity of the respective projects. In the case of Categories 3 and 4, construction shall not include supply of goods or equipment except when such goods or equipment form part of a turn-key construction contract/ EPC contract for the project. In no case shall the cost of land be included while computing the value of a Project.

^{§§} For conversion of USD Dollar to Rupees, the rate of conversion shall be Rupees [50 (fifty)] to a USD Dollar. In case of any other currency, the same shall first be converted to USD Dollars as on the date 60 (sixty) days prior to the Bid Due Date, and the amount so derived in US Dollars shall be converted into Rupees at the aforesaid rate. The conversion rate of such currencies shall be the daily representative exchange rates published by the International Monetary Fund for the relevant date.



Annexure-IV

Financial Capacity of the Bidder

Financial Capacity of the Bidder

Bid type ^b	Member Code ^f	Proposed Equity Shareholding in Consortium(%)	Net Cash Accruals/Annual Turnover					Net Worth/ACI/AUM ^e Year 1
			Year 1	Year 2	Year 3	Year 4	Year 5	
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)
Single entity Bidder								
Consortium Member 1								
Consortium Member 2								
Consortium Member 2								

Name & address of Bidder's Bankers:

^bA Bidder consisting of a single entity should fill in details as per the row titled Single entity Bidder and ignore the rows titled Consortium Members. In case of a Consortium, row titled Single entity Bidder may be ignored.

^fFor Member Code, see instruction 4 at Annex-IV of this Appendix-I.

^eThe Bidder should provide details of its own Financial Capability or of an Associate specified in Clause 2.2.9 herein above.

^{\$\$}For conversion of other currencies into rupees, see note below Annex-II of Appendix

Instructions:

1. The Bidder/ its constituent Consortium Members shall attach copies of the balance sheets, financial statements and Annual Reports for 5 (five) years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder or Consortium Members and its/ their Associates where the Bidder is relying on its Associate's financials;



- (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 Cash Accrual shall mean Profit After Tax + Depreciation.
 3. Net Worth shall mean (Subscribed and Paid-up Equity + Reserves) less (Revaluation reserves + miscellaneous expenditure not written off + reserves not available for distribution to equity shareholders).
 4. ACI, or Available Capital for Investment, shall mean the minimum investible funds (i.e. immediately available funds for investment and callable capital, net of estimated expenditure for administration and management of the fund) of an AIF (Alternate Investment Fund) or of a Foreign Investment Fund⁴⁴, subject to the limits of investment in a single investee entity (in the relevant jurisdiction for a Foreign Investment Fund or the maximum permissible investment limit for an AIF as per the Securities and Exchange Board of India (Alternative Investment Funds) Regulations, 2012) as may be amended from time to time, as applicable.
 5. AUM, or Assets Under Management, shall qualify on the basis of market value of assets managed by self or on behalf of investors. The committed capital available for immediate deployment shall also be considered for AUM subject to the statutory auditor of the bidder certifying to this effect.
 6. 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. *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 5 (five) 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.*
 7. In the case of a Consortium, a copy of the Joint Bidding Agreements shall be submitted in accordance with Clause 2.2.5(g) of the RFP document.
 8. The Bidders shall also provide the name and address of the Banker to the Bidder.
 9. The Bidders shall provide an Auditor's Certificate specifying the Net Worth/ACI/AUM (if applicable) of the Bidder and also specifying the methodology adopted for calculating such Net Worth/ACI/AUM in accordance with Clause 2.2.2 of the RFP document.



Annexure-V

DetailsofEligible Projects

ProjectCode:

MemberCode:

Item	Year of execution	Particularsofthe Project
1	2	3
Titleand natureof theproject		
Category		
Year-wise (a) payments received/ made for construction, (b) payments made for development of PPP projects and/ or(c) revenues appropriated		
Entityforwhichtheprojectwas constructed/developed		
Location		
ProjectCost		
Date of commencement of project/contract		
Dateofcompletion/commissioning		
Equityshareholding(withperiod duringwhichequitywasheld)		
Whether credit is being taken for the EligibleExperienceofanAssociate (Yes/No)		

Instructions:

- Bidders are expected to provide information in respect of each Project in this Annex. The projects cited must comply with the eligibility criteria specified in Clause 2.2.2 of 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.
- For a single entity Bidder, the Project Codes would be a, b, c, etc. In case the Bidder is a Consortium then for Member 1, the Project Codes would be 1a, 1b, 1c, 1d etc., for Member 2 the Project Codes shall be 2a, 2b, 2c, 2d etc., and so on. A separate sheet should be



filled for each Eligible Project.

3. Member Codes shall indicate NA for Not Applicable in case of a single entity Bidder. For other Members, the following abbreviations are suggested viz. LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member; and OM means Other Member. In case the Eligible Project relates to an Associate of the Bidder or its Member, write "Associate" along with Member Code.
4. The total payments received/ made and/or revenues appropriated for each Project are to be stated in Annex-II of this Appendix-IA. The figures to be provided here should indicate the break-up for the past 5 (five) financial years. Year 1 refers to the financial year immediately preceding the Bid Due Date; Year 2 refers to the year before Year 1, Year 3 refers to the year before Year 2, and so on. Expenditure on development of the project and/or revenues appropriated, as the case may be, should be provided, but only in respect of projects having an estimated capital cost exceeding the amount specified in this RFP. In case of Categories 3 and 4, payments made/received only in respect of construction should be provided, but only if the amount paid/received exceeds the minimum specified in this RFP. Payment for construction works should only include capital expenditure, and should not include expenditure on repairs and maintenance.
5. For each of the categories, respective project dates should be mentioned, i.e., date of commissioning for completed projects, date of completion of construction etc. In the case of projects under construction, the likely date of completion or commissioning, as the case may be, shall be indicated.
6. For the equity shareholding of the Bidder, in the company owning the Eligible Project, held continuously during the period for which Eligible Experience is claimed, needs to be given
7. Experience for any activity relating to an Eligible Project shall not be claimed by two or more Members of the Consortium. In other words, no double counting by a Consortium in respect of the same experience shall be permitted in any manner whatsoever.
8. Certificate from the Bidder's statutory auditor or its respective clients must be furnished as per formats below for each Eligible Project. In jurisdictions that do not have statutory auditors, the auditors who audit the annual accounts of the Bidder/Member/Associate may provide the requisite certification.
9. If the Bidder is claiming experience of this RFP, it should provide a certificate from its statutory auditor in the format below

Annexure-VI



AFFIDAVIT & MUNDERTAKING

(ON NON-JUDICIAL STAMP PAPER OF RS. 100.00 DULY NOTARIZED)

I/We, the undersigned, do hereby declare and undertake that I/We shall in the event of getting selected to undertake the Project, shall either enter into an agreement, for a period of years from COD, with an entity having the O&M experience relating to the performance of O&M obligations, or engage experienced and qualified personnel for discharging its O&M obligations in accordance with the provisions of the Concession Agreement, failing which the Concession Agreement shall be liable for termination.

Signature of Bidder with Seal



Annexure-VII

Statement of Legal Capacity

(To be forwarded on the letter head of the Bidder/Lead Member of Consortium)

Ref. Date:

To

Director

Animal of the Unit Husbandry & Veterinary Services Odisha

Mangalabag Cuttack .

Odisha, Pin – 753001

Dear Sir,

We hereby confirm that we/ our members in the Consortium (constitution of which has been described in the Bid) satisfy the terms and conditions laid out in the RFP document.

We have agreed that (insert member's name) will act as the Lead Member of our Consortium.*

We have agreed that (insert individual's name) will act as our representative/ will act as the representative of the Consortium on its behalf* and has been duly authorised to submit the RFP. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

(Signature, name and ***** Designation of the authorised signatory)

For and on behalf of.....

* Please strike out whichever is not applicable

APPENDIX II



Annexure-VIII Bank Guarantee for Bid Security

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, 1956/2013) and having
its registered office at (and acting on behalf of its Consortium) (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
**Upgradation of the existing OBPI Vaccine Production Unit and Establishment of
Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal
House Testing Facility under PPP** through Public Private Partnership on Lease-
Develop-Operate and Transfer (LDOT) Mode.
(hereinafter referred to as "the Project") pursuant to the RFP Document dated
issued in respect of the Project and other related documents including without
limitation the draft Concession Agreement (hereinafter collectively referred to as "Bidding
Documents"), we (Name of the Bank) having our registered office at at
..... (hereinafter referred to as the "Bank"), at the request of the Bidder,
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. ***** (Rupees ***** 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 writtendemand 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



4. 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. (Rupees Only)**.
5. 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.
6. 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.
7. 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.
8. 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.



9. 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.
10. 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 authorised to receive the said notice of claim.
11. 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 unrealised.
12. We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of the Authority in writing.
13. The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
14. For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to Rs. ***** (Rupees ***** 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).
15. This _____ guarantee shall also be operable at our _____ branch at ***City, 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 thereunder 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 authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



Annexure-IX

Insurance Surety Bond for Bid Security

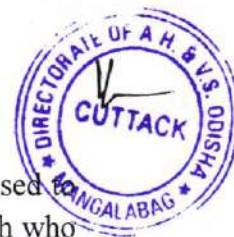
S.B.No.Dated:

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, 1956/2013) and having its registered office at (and acting on behalf of its Consortium) (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 **Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility** through Public Private Partnership on Lease-Develop-Operate and Transfer (LDOT) Mode. (hereinafter referred to as "the Project") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the draft Concession 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, 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. ***** (Rupees ***** 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 writtendemand 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 Surety Insurer, do hereby unconditionally undertake to pay the amounts due and payable under this Surety Bond 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 Surety Insurers shall be conclusive as regards amount due and payable by the Surety Insurer under this Surety Bond. However, our liability under this Surety Bond shall be restricted to an amount not exceeding Rs. (Rupees Only).

4. This Surety Bond 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 Surety Bond have been paid.
5. We, the Surety Insurer, 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 Surety Bond 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 Surety Bond, the Authority shall be entitled to treat the Surety Insurer 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



Surety Insurer at the address set forth herein.

9. We undertake to make the payment on receipt of your notice of claim on us addressed to the name of Surety Insurer along with branch address and delivered at our above branch who shall be deemed to have been duly authorised 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 Surety Insurer and the Surety Bond herein contained shall be enforceable against the Surety Insurer, 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 unrealised.
11. We, the Surety Insurer, further undertake not to revoke this Surety Insurer during its currency except with the previous express consent of the Authority in writing.
12. The Surety Insurer declares that it has power to issue this Surety Bond and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Surety Bond for and on behalf of the Surety Insurer.
13. For the avoidance of doubt, the Surety Insurer's liability under this Surety Bond shall be restricted to Rs. ***** (Rupees ***** Only). The Surety Insurer shall be liable to pay the said amount or any part thereof only if the Authority serves a written claim on the Surety Bond on or before ***** (indicate date falling 180 days after the Bid Due Date).
14. This Surety Bond shall also be operable at our _____ branch at *** City, from whom, confirmation regarding the issue of this Surety Bond or extension/renewal thereof shall be made available on demand. In the contingency of this Surety Bond being invoked and payment hereunder Appendix II claimed, the said branch shall accept such invitation letter and make payment of amount so demanded under the said invocation.

Signed and Delivered by.....

By the hand of Mr./Ms, its

..... and authorised official.

(Signature of the Authorised Signatory)

(Official Seal)



Annexure-X

NEFT/RTGS Transfer for Bid Security

Bid Security for the mentioned amount shall be deposited to the Authority Bank Account through RTGS in the following account: -

S.No.	Particulars	Information to be provided by the Authority
1	Name of the Bank Account	
2	Bank name and address	
3	Bank account number	
4	IFSC Code	



Annexure –XI

Bid Security Declaration form in place of Bid Security
(Refer Clause 5.1.7, 5.1.8, 5.2(k), 5.17 and 6.2.1)

To be submitted on letter head of the bidder duly signed by authorised signatory)

To Date:

Director
Animal Husbandry & Veterinary Services Odisha
Mangalabag Cuttack .
Odisha, Pin – 753001

Subject: Bid Security Declaration for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Sir,

I/We, the undersigned, declare that I/We understand that, according to your conditions, bids must be supported by a Bid Security Declaration.

I/We accept that I/We may be blacklisted from bidding for any contract with <Name of Authority> for a period of [5 years] from the date of notification if I am/we are in breach of any obligation under the bid conditions, I/We

- a. have withdrawn/ modified/ amended, impairs or derogates from the tender, my/ our Bid during the period of validity specified in the form of Bid; or
- b. having been notified of the acceptance of our Bid by <Authority> during the period of bid validity (i) fail or refuse to execute the contract/ agreement, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the subject RFP conditions.

The bid security declaration shall be valid for a minimum period of 180 days from the proposal submission due date or till the date of selection of the preferred bidder, whichever is later. On request from Authority, the Bidders would be required to extend the validity of the Bid Security Declaration on the same terms and conditions.

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

Yours Faithfully,

Signature of Authorised Person and seal Name
& designation:
Name of the Bidding Entity/ Firm



APPENDIX III

Format for Power of Attorney for signing of Bid

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 of.....and presently residing at....., who is presently employed with us/ the Lead Member of our Consortium 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 Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar, proposed or being developed by the Name of Authority (the "Authority ") including but not limited to signing and submission of all Bids, 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 Concession 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 Concession 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 authorised by Board Resolution (in case of Firms/Company)/Partner in case of Partnership Firms

Witnesses:

- 1.
- 2.

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)

Accepted



(Signature, name, ***** Designation and address of the Attorney) Seal of the Notary Registration Number
the Notary with Date

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

Format for Power of Attorney for Lead Member of Consortium

Whereas the Director Animal Husbandry & Veterinary Services, Odisha has invited bids from interested parties for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Whereas,

.....and.....(collectively the "Consortium"

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium's bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We,.....having our registered office at.....,M/s.....
having our registered office at.....,and M/s.....,having our registered office at
.....(hereinafter collectively referred to as the "Principals") do hereby irrevocably designate,
nominate, constitute, appoint and authorise M/s,having
its registered office at,.....being one of the Members of the Consortium, as the Lead Member and true
and lawful attorney of the Consortium (hereinafter referred to as the "Attorney") and hereby
irrevocably authorise the Attorney (with power to sub-delegate) to
conduct all business for and on behalf of the Consortium and any one of us during the bidding process and,
in the event the Consortium is awarded the Concession/ Contract, during the execution of
the Project, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of
such acts, deeds or things as are necessary or required or incidental
to the submission of its bid for the Project, including but not limited to signing and submission of all Bids,
bids and other documents and writings, accept the Letter of Award, participate in bidders' and
other conferences, respond to queries, submit information/ documents, sign and
execute contracts and undertakings consequent to acceptance of the bid of the Consortium and generally
to represent the Consortium in all its dealings with the Authority, and/ or any other Government



Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's bid for the Project and/ or upon award thereof till the Concession Agreement is entered into with the Authority .

AND 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/ Consortium.

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

For.....

(Signature, Name & Title) For
(Signature, Name & Title)

For.....

(Signature, Name & Title)
e) Witnesses:

- 1.
- 2.

(Executants) (To be executed by all the Members of the Consortium)

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 Bidders should submit for verification the extract of the documents and documents such as a 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 Appostille certificate.*



APPENDIXV

FormatforJointBiddingAgreementforConsortium
(Tobeexecuted onStamppaperofappropriate value)

THISJOINTBIDDINGAGREEMENTisenteredintoonthisthe.....dayof
.....20....

AMONGST

1. {.....Limited,andhavingitsregisteredofficeat.....}(hereinafter referredto asthe“**FirstPart**”whichexpressionshall,unlessrepugnanttothecontext includeitssuccessorsandpermittedassigns)

AND

2. {..... Limited, having its registered office at } and (hereinafter

AND

3. {.....Limited,and having its registered office at.....}(hereinafter referred toas the “**ThirdPart**” which expression shall, unless repugnant tothe context include its successors and permitted assigns)

AND

4. {.....Limited,and having its registered office at.....}(hereinafter referredtoasthe“**FourthPart**”whichexpressionshall,unlessrepugnanttothecontext include its successors and permitted assigns)

5.

Theabove-mentionedpartiesoftheFIRST,{SECOND, THIRD AND FOURTH}PART arecollectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

(A) DAH&VS, Fisheries and Animal Resources Development Department, Government Odisha,representedbyitsDirector andhavingitsprincipal offices at Cuttack, Odisha (hereinafter referred to as the “**Authority** ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns)hasinvitedbids(the**Bids**)byitsRequest forProposal No.....



Dated.....(the “RFP”) for award of contract for the DAHVS, Odisha through Public Private Partnership on Lease-Develop-Operate and Transfer (LDOT) basis for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility at Odisha Biological Products Institute (OBPI), Bhubaneswar

- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows

1. Definitions and Interpretations

In this Agreement, the capitalised terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the Bidding Process for the Project.

2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, it shall incorporate a special purpose vehicle (the “**Concessionaire SPV**”) under the Indian Companies Act 2013 for entering into a Concession Agreement with the Authority and for performing all its obligations as the Concessionaire in terms of the Concession Agreement for the Project.

4. Role of the Parties



The Parties hereby undertake to perform the roles and responsibilities as described below:

- (a) Party of the First Part shall be the Lead member of the Consortium and shall have the power of attorney from all Parties for conducting all business for and on behalf of the Consortium during the Bidding Process and until the Appointed Date under the Concession Agreement when all the obligations of the Concessionaire SPV shall become effective;
- (b) Party of the Second Part shall be {the Technical Member of the Consortium;}
- (c) {Party of the Third Part shall be the Financial Member of the Consortium; and}
- (d) {Party of the Fourth Part shall be the Operation and Maintenance Member/Other Member of the Consortium.}

5. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Concession Agreement, till such time as the Financial Close for the Project is achieved under and in accordance with the Concession Agreement.

6. Shareholding in the Concessionaire SPV

6.1 The Parties agree that the proportion of shareholding among the Parties in the Concessionaire SPV shall be as follows:

First Party: Second Party:
{Third Party:}
{Fourth Party:}

6.2 The Parties undertake that a minimum of 26% (twenty six per cent) of the subscribed and paid up equity share capital of the Concessionaire SPV shall, at all times till one year from the date of commercial operation of the Project, be held by the Parties of the First,

{Second and Third} Part whose experience and Net Worth have been reckoned for the purposes of qualification of the Bidder for the Project in terms of the RFP.

The Parties undertake that each of the Parties specified in Clause 6.2 above shall, at all times between the commercial operation date of the Project and the first anniversary thereof, hold subscribed and paid up equity share capital of SPV equivalent to at least 5% (five per cent) of the Total Project Cost.



6.3 The Parties undertake that they shall collectively hold at least 51% (fifty-one percent) of the subscribed and paid up equity share capital of the Concessionaire SPV at all times until upto 1st (first) anniversary of the commercial operation date of the Project

6.4 The Parties undertake that they shall comply with all equity lock-in requirements set forth in the Concession Agreement.

6.5 [The Parties undertake that the O&M Member of the Consortium shall subscribe and hold at least 10% (ten per cent) of the subscribed and paid up equity of the SPV for a period of 5 (five) years from the date of commercial operation of the Project]

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Authority to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Authority to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organisational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorisation, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or



prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;

- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and
- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the Financial Close of the Project is achieved under and in accordance with the Concession Agreement, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated or upon return of the Bid Security by the Authority, as the case may be.



APPENDIXVI

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

To
Director
Animal Husbandry & Veterinary Services Odisha
Mangalabag Cuttack .
Odisha, Pin – 753001

Date:

Sub: BID for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Dear Sir,

With reference to your RFP document dated, 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 Authorised signatory)
(Name and ***** Designation of the Authorised signatory)
Name and seal of Bidder/Lead Member

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.

APPENDIXVII

PROFORMA OF INTEGRITY PACT



This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on day of the _____ (month and year) between, on one hand, the President of India, acting through << Shri _____, [designation of the officer], <Name of Authority>, Government of India (hereinafter called the "Authority", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and <Name of Bidder> M/S _____ represented by Shri _____, (hereinafter called the "Bidder" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the Authority proposes to execute the work Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar and the BIDDER/Seller is willing to offer/has offered to take up the work.

WHEREAS the Bidder/Contractor is a private company / public company/ Government undertaking/ partnership/ consortium/ joint venture company/ Firm/ Individual (status of the Company), constituted in accordance with the relevant law in the matter and the Authority is <.....>

NOW, THEREFORE, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the currency of the contract to be entered into with a view to:

Enabling the Authority to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the Authority will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of Director Animal Husbandry & Veterinary Services, Odisha, Cuttack

1.1. The Authority undertakes that no official of the Authority, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The Authority will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other

BIDDERS.

1.3 All the officials of the Authority will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach



2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the Authority with full and verifiable facts and the same is prima facie found to be correct by the Authority, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the Authority and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the Authority the proceedings under the contract would not be stalled.

Commitments of Bidder

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contractor post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1 The Bidder will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar.

3.2 The Bidder further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Authority or otherwise in procuring the Contractor for bearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3 The Bidder shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates

3.4 The Bidders shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract

3.5 The Bidder, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Authority or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.6 The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

3.7 The Bidder will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.



3.8 The Bidder shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Authority as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.9 The Bidder commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.10 The Bidder shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.11 If The Bidder or any employee of The Bidder or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the Authority, or alternatively, if any relative of an officer of the Authority has financial interest/stake in the BIDDER's firm, the same shall be disclosed by The Bidder at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956

3.12 The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Authority.

4 Previous Transgression

4.1 The Bidder declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2 The Bidder agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

5 Bid Security:

5.1 While submitting bid, the tenderer shall furnish a Bid Security of Rs. lakhs (Rupees... only) in accordance with the provisions of this Tenders condition. The Bidder has the option to provide the Bid Security either as.. Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Basis in the form of a Bank Guarantee acceptable to the Authority, as per format at

5.2 The Bid Security/Performance Security shall be valid upto a period of 180 days in respect of Bid Security and a period of one year for performance security respectively with 30 days claim period or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the Authority, including warranty period, whichever is later.

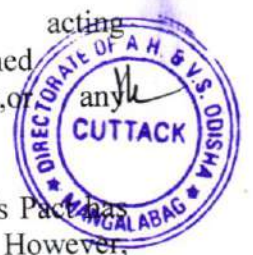
5.3 In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact. 5.4. No interest shall be payable by the Authority to the BIDDER on Bid Security



6 Sanctions for Violations

- 6.1 Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:
- 6.1.1 To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- 6.1.2 The Bid Security (in pre-contract stage) shall be imposed and / or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the Authority and the Authority shall not be required to assign any reason therefor.
- 6.1.3 To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
To recover all sums already paid by the Authority, and in case of an Indian BIDDER with interest thereon at Bank Rate as defined in the Article 1.1 of draft Concession Agreement, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the Director AH & VS, Odisha, Cuttack in BID for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar on this Basis connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.
- 6.1.4 To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the Authority, along with interest.
- 6.1.5 To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the Authority resulting from such cancellation/rescission and the Authority shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 6.1.6 To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the Authority.
- 6.1.7 To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.
- 6.1.8 In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the Authority with the BIDDER, the same shall not be opened.
- 6.1.9 Forfeiture of Performance Bond in case of a decision by the Authority to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.2 The Authority will be entitled to take all or any of the actions of this Pact also on the Commission

by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Bharatiya Nyaya Sanhita, 2023, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.



- 6.3 The decision of the Authority to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7 Fall Clause

The BIDDER undertakes that it has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystem was supplied by the BIDDER to any other Ministry/Dept of Government of India or PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the Authority, if the contract has already been concluded.

8 Independent Monitors

8.1 There shall be Independent Monitors (hereinafter referred to as Monitors) appointed by the Authority for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

Name Designation Address

Name Designation Address

8.2 The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4 Both the parties accept that the Monitor shall have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5 As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the Authority.

8.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Authority including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7 The Authority will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8 The Monitor will submit a written report to <Name and Designation>, within 8 to 10 weeks from the date of reference or intimation to him by the Authority / BIDDER and, should the occasion arise,

submit proposals for correcting problematic situations.



9 Facilitation of Investigation

In case of any allegation of violation of any provision of this Pact or payment of commission, the Authority or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10 Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Cuttack Odisha.

11 Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the Authority and the BIDDER, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

Authority

Bidder

Name of Officer & Designation

(CEO)

Witness

1) Name & Address

2)



APPENDIX-VIII

EMD

Format for

(NEFT/RTGS/NetBanking or Unconditional Irrevocable Bank Guarantee of any nationalized/scheduled banks on INR 100/- Stamp Paper)

To
Director
Animal Husbandry & Veterinary Services Odisha

Date:

Mangalabag Cuttack .
Odisha, Pin – 753001

<Emailid>

Whereas [<<Name of the bidder>>] (hereinafter called 'the Implementation Agency') has submitted the bid for Submission of RFP [<<RFP Number>>] dated [<<Date>>] for RFP for Selection of Agency for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar, Government of Odisha

Know all Men by these presents that we [<<...>>] having our office at [<<Address>>] (hereinafter called "the Bank") are bound unto Director Animal Husbandry & Veterinary Services, F&ARD Department, Government of Odisha (hereinafter called "the Authority") in the sum of Indian Rupees [<<Amount in figures>>] (Rupees [<<Amount in words>>] only) for which payment well and truly to be made to the said Authority, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this [<<Date>>].

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
2. If the Bidder, having been notified of the acceptance of its bid by the Authority during the period of validity of bid:

(a) Withdraw his participation from the bid during the period of validity of bid document; OR

(b) Fail or refuse to participate in the subsequent Tender process after having been short listed.

We undertake to pay to the Authority up to the above amount upon receipt of its first written demand, without the Authority having to substantiate its demand, provided that in its demand Authority will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.



This guarantee will remain in force up to [<<insert date>>] and including [<<extra time over and above mandated in the RFP>>] from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Indian Rupees [<<Amount in figures>>] (Rupees [<<Amount in words>>] only)
- II. This Bank Guarantee shall be valid up to [<<insert date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before [<<insert date>>] failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:



APPENDIX-IX
Declaration of Non-Blacklisting
(On INR 100 Non judiciary stamp paper and duly notarized)

Place:

Date:

To,
The Director
Animal Husbandry & Veterinary Services Odisha
Mangalabag, Cuttack, PIN – 753001

Subject: Self Declaration of Non-Blacklisting in response to the RFP for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Ref: RFP No. <<.....>> dated <<>>

Dear Sir,

We confirm that our company or firm, _____, is currently not blacklisted in any manner whatsoever by any Central / State Government / Union Territories / PSUs in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder) Printed Name

Designation

SEAL

Date

Business Address:



APPENDIX- X
Technical Bid Covering Letter



(To be submitted on the letterhead of the Bidder)

To
The Director
Animal Husbandry & Veterinary Services, Odisha
Mangalabag, Cuttack – 753001

Subject: Submission of Technical Bid for RFP for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Ref: RFP No: _____ Dated: _____

Sir/Madam,

I, <<Name of the Bidder>>, having carefully examined the Request for Proposal (RFP) for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar hereby submit our Technical Bid.

We confirm that all services shall be provided strictly in accordance with the provisions of the RFP.

We certify that the information contained in this proposal is true, accurate and complete to the best of our knowledge and belief.

We further confirm that our bid shall remain valid for **120 days from the date of submission of bid.**

Yours sincerely,

(Signature)
Printed Name
Designation
Seal

APPENDIX-XI
No Deviation Certificate

(To be provided on the Company letterhead)



To

The Director,

Animal Husbandry & Veterinary Services Odisha

Mangalabag Cuttack .

Odisha, Pin - 753001

Subject: Self Declaration for No Deviation in response to the Request for Proposal for Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Ref:RFPNo.<<.....>>dated<<>>

Dear Sir,

This is to certify that our offer is exactly in line with your tender enquiry / RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Printed Name Designation Seal

Date:

Place:

Business Address:

APPENDIX-XII

Total Responsibility Certificate
(To be provided on the Company letterhead)



To
The Director
Animal Husbandry & Veterinary Services Odisha
Mangalabag Cuttack .
Odisha, Pin - 753001

Subject: Self Declaration for Total Responsibility in response to the RFP Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar

Ref:RFPNo.<<.....>>dated<<>>

Dear Sir,

This is to certify that we undertake the total responsibility for the defect free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Printed Name Designation Seal

Date:

Place:

Business Address:

APPENDIX- XIII

Anti-Collusion Certificate

(To be submitted on the letterhead of the Bidder)



Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Proposal(RFP)for "Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT)Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar" against the RFP No: <No> Dated <DD/MM/YYYY> issued by Authority, we have not acted in concert or in collusion with any other Bidder or other person(s) and also not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the bid.

(Signature of the Bidder)

Printed Name Designation

Seal Date:

Place:

Business Address:

APPENDIX-XIV
Financial Bid Covering Letter (Covering Letter)



To
The Director
Animal Husbandry & Veterinary Services Odisha
Mangalabag, Cuttack .
Odisha, Pin – 753001

Sub: Submission of the response to the **RFP Reference No.....** dated.....
....

Sir,

I/We,.....(Bidder's name) herewith enclose the Financial Bid for “Selection of Agency for Upgradation of the existing OBPI Vaccine Production Unit and Establishment of Animal Vaccine Manufacturing, Veterinary Pharmaceutical Production & Animal House Testing Facility under PPP in Lease-Develop-Operate and Transfer (LDOT) Mode at Odisha Biological Products Institute (OBPI), Bhubaneswar”

I/We agree that this offer shall remain valid for a period of 120 days from the Bid Due Date, or such further period as may be mutually agreed upon.

Yours faithfully,

Name of the authorized signatory:
Designation:
(Signature, name and designation of the authorized signatory)

APPENDIX-XV

Performance Bank Guarantee

[On Appropriate Stamp Paper]



Ref: _____

Date _____

Bank Guarantee No. _____

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Emailid>

Whereas [<<name of the supplier and address>>] (hereinafter called "the Implementation Agency") has undertaken, in pursuance of contract no. [<<Insert Contract No.>>] dated. [<<Date>>] to provide Implementation services for [<<name of the assignment>>] to Director, Animal Husbandry & Veterinary Services, Odisha, Cuttack as (hereinafter called "the Authority")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract.

And whereas we, [<<Name of Bank>>] a banking company incorporated and having its head/registered office at [<<Address of Registered Office>>] and having one of its offices at [<<Address of Local Office>>] have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, upto a total of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limit of Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

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

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

This Guarantee shall be valid until [<<Insert Date>>] Notwithstanding

anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- II. This bank guarantee shall be valid upto [<<Insert Expiry Date>>]
- III. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee will automatically cease.



Date _____

Place _____

Signature _____

Witness _____

Printed _____ name

(Bank's common seal)

This Guarantee shall be valid until [<<Insert Date>>] Notwithstanding

anything contained herein:

- IV. Our liability under this bank guarantee shall not exceed Indian Rupees [<<Insert Value>>] (Rupees [<<Insert Value in Words>>] only).
- V. This bank guarantee shall be valid upto [<<Insert Expiry Date>>]
- VI. It is a condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before [<<Insert Expiry Date>>] failing which our liability under the guarantee will automatically cease.

Date _____

Place _____

Signature _____