



**EXPRESSION OF INTEREST
FOR
IMPLEMENTATION OF ERP AT OMFED
CORPORATE OFFICE AND ITS UNITS**

Cost of EOI Paper: `6720.00 (Including GST).

Submission of filled in
EXPRESSION OF INTEREST
by 03.00 P.M. on. 20.06.2018

Name of Bidder:

Address: _____

Telephone No:
Fax No:
E-Mail address :

**THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.,
D-2, SAHID NAGAR, BHUBANESWAR
PHONE : 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 – 2540974
Website : www.omfed.com; E.mail : omfed@yahoo.com**



www.omfed.com

**THE ODISHA STATE CO-OPERATIVE
MILK PRODUCERS' FEDERATION LTD.**

OMFED, D-02, Sahidnagar, Bhubaneswar – 751007

Tel. No. 0674-2546030, 2546121, 2540576

E-mail Id: omfed@yahoo.com

Expression of Interest (EOI)

OMFED invites Expression of Interest for ERP Implementation at OMFED Corporate Office & its all units. Interested bidders may submit their sealed offers latest by 03.00 PM dtd. 20/06/2018 along with EMD of Rs. 1,00,000.00 (Rupees one lakh only) in the form of a Demand Draft issued by Nationalised / scheduled Banks in India in favour of the OMFED payable at Bhubaneswar. For details visit our official website: www.omfed.com.

The **corrigendum / amendment** to this notice if required shall be published only in the OMFED web site and will not be published again in newspaper.

OMFED reserves the right to accept or reject any or all the EOIs or part thereof without assigning any reason.

Managing Director.

Letter of Invitation (LoI)

1. Sealed EOIs are invited by OMFED for entrustment of bidder for implementation of ERP.
2. Pre-bid meeting will be held on **11.06.2018** at **11:00 A.M** in The Conference Hall of OMFED head office at Bhubaneswar.
3. The Bidders shall submit their proposals latest by **20.06.2018** up to 3.00 P.M.
4. Name of the Work

Name & Details of Work	Bid Security
Entrustment of Bidder for Implementation of ERP at OMFED	Rs. 1,00,000/-

Interested Bidders may obtain further information from the office of:

OMFED,
The Orissa State Cooperative Milk Producers' Federation Ltd.
D-2, Shaheed Nagar,
Bhubaneswar-751007.
Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273
Customer Care Telephone No.- 0674-2547119.
Fax : 0674-2540974
Email Id. : **omfed@yahoo.com**

-Sd-
MANAGING DIRECTOR
OMFED

1. Introduction

The Orissa State Cooperative Milk Producers' Federation Limited (OMFED) is an apex level Dairy Cooperative Society registered under Cooperative Society Act – 1962. It has come into existence to integrate the milk producers in rural areas with consumers in the urban areas with an enterprising aptitude.

OMFED's main activities include promoting, production, procurement, processing and marketing of milk & milk products for economic development of the rural farming community in Orissa.

1.1 Background of ERP Project: Omfed, a business organisation involved for collection, processing & marketing of milk & milk product and supplying technical inputs to its farmer members having a turnover of around `750.00 Crores. Omfed needs the automation of manual consolidation of data at the Head Office & all the units. Get the consolidation view of the inventory and accounts information at all the offices of the client. So the Federation needs an customize ERP software which will help us in various departments like production, finance, HR, marketing, Quality, Material Management, Sales & Distribution, etc.

1.4 Brief description of the Selection Process: Bidders shall apply with all supporting documents. However, the Bidder has to meet the Qualification Criteria as per Clause 2.1.2. OMFED shall adopt a three stage selection process in evaluating the Proposals. In the first stage prequalification will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1 and 2.1.2. In the second stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the third stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores based on Combined Quality and Cost Based Selection (CQCBS) as specified in Clause 3.4. The first ranked bidder (the "Selected Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

1.6 Schedule of Selection Process: OMFED would endeavour to adhere to the following schedule

Sr. No.	Event Description	Date & Time
1	Pre Proposal/Pre Bid	11.06.2018 at 11:00 AM
2	Reply to Pre-Bid Queries	14.06.2018 (3 working days from the date of Pre-Bid)
3	Bid Closing Date	20.06.2018 at 3:00 PM
4	Date of Technical Opening	20.06.2018 at 04:00 PM
5	Date of Financial Bid Opening	To be intimated later on.
6	Letter of award(LOA)	Within 15 working days of selection of the bidder

7	Signing of Agreement	Within 20 days of selection of Bidder
---	----------------------	---------------------------------------

7 Pre-Proposal Conference/Pre-bid meeting:

The date, time and venue of Pre-Proposal /Pre Bid Conference shall be:

Date: 11.06.2018

Time: 11:00 A.M.

Venue: OMFED Conference Hall,

1.8 Communications: All communications including the submission of Proposal should be addressed to:

**The Managing Director OMFED,
The Orissa State Cooperative Milk Producers' Federation Ltd.**
D-2, Saheed Nagar,
Bhubaneswar-751007.
Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273
Customer Care Telephone No.- 0674-2547119.
Fax : 0674-2540974
Email Id. : omfed@yahoo.com

INSTRUCTIONS TO BIDDERS

A. General

2.1 Conditions of Eligibility of Bidders

2.1.1 Bidders must read carefully the minimum conditions of eligibility (the "Conditions of Eligibility") provided herein. Proposals of only those Bidders who satisfy the Conditions of Eligibility will be considered for evaluation.

2.1.2 The Bidder shall be a proprietorship firm, partnership firm, Limited Liability Partnership, Company, Trust, Society, PSU of Govt. of India or any State Govt.

The Bidder shall meet the following conditions:

- a) The Bidder must have successfully completed ERP implementation in Cooperative sector dealing with food processing and preference will be for Dairy Cooperative sector. The proof of such engagements should be provided in the form of Client work order and Completion Certificate with scope of work and total project cost value in their Technical Proposal.
- b) Bidder shall have average annual turnover of at least Rs.1 Cr. in the last three years.
- c) The bidder shall have positive net worth as on 31.03.2018.
- d) The Bidder must ensure that they submit the evidence of eligibility criteria on turnover and net worth in the form of audited financial statements signed by Chartered Accountant for the last three financial years along with their Technical Proposal.
- e) Availability Case specific OEM's Authorization support letter in the name of the Bidder should be furnished.
- f) The Bidder should not be Black-listed or major OEM. Proof of this should be submitted.
- g) The bidder should have a minimum 2 years of presence in the field of System Integration IT/ICT/Software- Development Business.
- h) Quality certification of the Bidder (ISO or CMMi) needs to be furnished

In case if any of the above Qualifying Criterion is not met, the Bid /EOI will be declared unresponsive and the same will not be evaluated further.

2.1.3 Any entity which has been barred by the Central Government, any State Government, a statutory authority or a public sector undertaking, as the case may be, from participating in any project, and the bar subsists as on the date of Proposal, would not be eligible to submit a Proposal either by itself or through its Associate (“Associate” means a firm have common controlling shareholders or other ownership interest as that of the Bidder).

2.2 Conflict of Interest: Bidder shall not have a conflict of interest that may affect the Selection Process or the assignment (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OMFED shall have the right to forfeit and appropriate the Bid Security, without prejudice to any other right or remedy that may be available to OMFED hereunder or otherwise. The guidance notes for “Conflict of Interest” is given in Annexure VI.

2.3 Number of Proposals: No Bidder or its Associate shall submit more than one Proposal.

2.4 Cost of Proposal: The Bidders shall be responsible for all of the costs associated with the preparation of their Proposals and their participation in the Selection Process including subsequent negotiations, visits to OMFED, sites etc. OMFED will not be responsible or in any way liable for such costs, regardless of the conduct or outcome of the Selection Process.

2.5 Due Diligence by Bidder: Bidders are encouraged to submit their respective Proposals after proper research and analysis of the products and services of OMFED and related sectors.

2.6 Right to reject the EOI.

2.6.1 Notwithstanding anything contained in this EOI, OMFED reserves the right to accept or reject the EOI, at any time without any liability or any obligation for such acceptance, rejection or annulment, and without assigning any reasons thereof.

2.6.2 Without prejudice to the generality of Clause 2.6.1, OMFED reserves the right to reject any Proposal if: a) At any time, a material misrepresentation is made or uncovered, or b) The Bidder does not provide, within the time specified by OMFED, the supplemental information sought by OMFED for evaluation of the Proposal.

2.6.3 Misrepresentation/ improper response by the Bidder may lead to the disqualification of the Bidder. If such disqualification / rejection occurs after the Proposals have been opened and the highest ranking Bidder gets disqualified / rejected, then OMFED reserves the right to consider the next best Bidder, or take any other measure as may be deemed fit in the sole discretion of OMFED, including annulment of the Selection Process.

B. Documents

2.7 Contents of the EOI Document.

2.7.1 The EOI comprises the contents as listed below and will additionally include any Addendum / Amendment issued in accordance with Clause 2.9:

Expression of Interest

- Introduction
- Instructions to Bidders
- Criteria for Evaluation
- Fraud and corrupt practices
- Pre-bid Meeting
- Miscellaneous

Annexures:

- Annexure I: Terms of Reference
- Annexure II: Cover Letter
- Annexure III: Details of Bidder
- Annexure IV: Financial Qualification of Bidder
- Annexure V: CV of Key Personnel
- Annexure VI: Guidance note on conflict of interest

2.8 Clarifications

2.8.1 Bidders requiring any clarification on the EOI may send their queries to OMFED in writing/through e-mail before the date of pre bid meeting. The emails shall clearly bear the following identification: "Queries/Request for Additional Information concerning EOI. OMFED shall endeavour to respond to the queries during Pre-bid meeting. No queries will be received after pre-bid meeting.

2.8.2 OMFED reserves the right not to respond to any questions or provide any clarifications, in its sole discretion, and nothing in this Clause shall be construed as obliging OMFED to respond to any question/s or to provide any clarification/s.

2.9 Amendment of EOI

2.9.1 At any time prior to the deadline for submission of EOI, OMFED may, for any reason, whether at its own initiative or in response to clarifications requested by a Bidder, modify the

EOI document by the issuance of Addendum/ Amendment and posting it on its website and notification through email.

2.9.2 In order to afford the Bidders a reasonable time for taking into account the amendments/ addendum, or for any other reason, OMFED may, in its sole discretion, extend the date of opening of bids.

C. Preparation and Submission of Proposal

2.10 Language: The Proposal with all accompanying documents (the "Documents") and all communications in relation to or concerning the Selection Process shall be in English language and strictly in the format provided in this EOI. No supporting document or printed literature shall be submitted with the Proposal unless specifically asked for and in case of any of these documents is in another language, it must preferably be accompanied by an accurate translation of all the relevant passages in English, in which case, for all purposes of interpretation of the Proposal, the translation in English shall prevail.

2.11 Format and signing of Proposal

2.11.1 The Bidder shall provide all the information sought under this EOI. OMFED would evaluate only those Proposals that are received in the specified format and complete in all respects.

2.11.2 The Bidder shall prepare one original set of Technical Proposal (together with originals/ copies of Documents required to be submitted along therewith pursuant to this EOI) and clearly marked "ORIGINAL". In addition, the Bidder shall submit 1 (one) copy of Technical Proposal, along with Documents, marked "Copy". In the event of any discrepancy between the original and its copies, the original shall prevail. Bidder shall also submit copy of Technical Proposal in a CD/ DVD/ Pendrive.

2.11.3 The Technical Proposal and its copy shall be typed or written in indelible ink and signed by the authorized signatory of the Bidder shall initial each page. In case of printed and published Documents, only the cover shall be initialed. All the alterations, omissions, additions, or any other amendments made to the Proposal shall be initialed by the person(s) signing the Proposal. The Proposals must be properly signed by the authorized representative (the "Authorized Representative") as detailed below:

- a) By a partner, in case of a partnership firm and/or a limited liability partnership;
- b) By a duly authorized person holding the Power of Attorney, in case of a Limited Company or a corporation;

2.11.4 Except as specifically provided in this EOI, no supplementary material will be entertained by OMFED, and that evaluation will be carried out only on the basis of Documents received by the closing time of BIDS. Bidders will ordinarily not be asked to provide additional material information or documents subsequent to the date of submission, and unsolicited material if

submitted will be summarily rejected. For the avoidance of doubt, OMFED reserves the right to seek clarifications under and in accordance with the provisions of Clause 2.21.

2.12 Technical Proposal

2.12.1 Bidders shall submit the technical proposal in the formats from Annexure II to Annexure VI (the "Technical Proposal").

2.12.2 While submitting the Technical Proposal, the Bidder shall, in particular, ensure that:

- a) The Bid Security is provided;
- b) All forms are submitted in the prescribed formats and signed by the authorized signatories;
- c) Power of Attorney, is executed as per Applicable Laws;
- d) CVs of all Key Personnel have been included;
- e) Key Personnel have been proposed only if they meet the Conditions of Eligibility laid down at Clause 3.1.4.1 of the EOI; The CV of each Key Personnel shall be submitted as per the format at Annexure V.
- f) No alternative proposal for any Key Personnel is being made and CV for each position has been furnished;
- g) Key Personnel would be available for the period indicated in the ToR;
- h) The proposal is responsive in terms of Clause 2.19.3.
- i) Deposit of EOI cost.

2.12.3 Failure to comply with the requirements spelt out in this Clause 2.12 shall make the Proposal liable to be rejected.

2.12.4 If an individual Key Personnel makes a false statement regarding his qualification, experience or other particulars, he shall be liable to be debarred for any future assignment of OMFED for a period of 3 (three) years. The award of work to the Bidder may also be liable to cancellation in such an event.

2.12.5 OMFED reserves the right to verify all statements, information, and documents submitted by the Bidder in response to the EOI. Any such verification or the lack of such verification by OMFED to undertake such verification shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of OMFED there under.

2.12.6 In case it is found during the evaluation or at any time before signing of the Agreement or after its execution and during the period of subsistence thereof, that one or more of the eligibility conditions have not been met by the Bidder or the Bidder has made material misrepresentation or

has given any materially incorrect or false information, the Bidder shall be disqualified forthwith if not yet appointed as the bidder either by issue of the LOA or entering into of the Agreement, and if the Selected Bidder has already been issued the LOA or has entered into the Agreement, as the case may be, the same shall notwithstanding anything to the contrary contained therein or in this EOI, be liable to be terminated, by a communication in writing by OMFED without OMFED being liable in any manner whatsoever to the Selected Bidder or Vendor, as the case may be.

2.12.7 In such an event, OMFED shall have the right to forfeit and appropriate the Bid Security without prejudice to any other right or remedy that may be available to OMFED

2.13 Financial Proposal

2.13.1 The qualified bidders shall be asked to submit separate Financial Proposal.

2.14 Submission of Proposal

2.14.1 The Bidders shall submit the Proposal in bound form with all pages numbered serially and by giving an index of submissions. In case of any discrepancy between the version of the EOI submitted and the original EOI issued by OMFED, the latter shall prevail.

2.14.2 The Proposal will be sealed in an outer envelope which will bear the address of OMFED, EOI Notice number, name of assignment and the name, address and contact number of the Bidder.

2.14.3 The aforesaid outer envelope will contain one clearly marked 'Technical Proposal' shall contain the bid in the prescribed format Annexure II to VI and the supporting documents.

2.14.5 The completed Proposal must be delivered in hard copy on or before the specified time on bid closing date. Proposals submitted by fax, telex, telegram or e-mail shall not be entertained.

2.14.6 The rates quoted shall be firm throughout the period of performance of the assignment up to and including discharge of all obligations of the Vendor under the Agreement.

2.15 Proposal Due Date

2.15.1 Proposal should be submitted on or before the Time and Date specified at Clause 1.6 at the address provided in Clause 1.8 in the manner and form as detailed in this EOI.

2.16 Late Proposals

2.16.1 Proposals received by OMFED after the specified time on BID CLOSING DATE shall not be eligible for consideration and shall be summarily rejected.

2.17 Modification/ substitution/ withdrawal of Proposals

2.17.1 The Bidder may modify, substitute, or withdraw its Proposal after submission, provided that written notice of the modification, substitution, or withdrawal is received by OMFED prior to bid closing date. No Proposal shall be modified, substituted, or withdrawn by the Bidder on or after the bid closing date.

2.17.2 The modification, substitution, or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clause 2.14, with the envelopes being additionally marked "MODIFICATION", "SUBSTITUTION" or "WITHDRAWAL", as appropriate.

2.17.3 Any alteration / modification in the Proposal or additional information or material supplied subsequent to the bid closing date, unless the same has been expressly sought for by OMFED, shall be disregarded.

2.18 Bid Security

2.18.1 The Bidder shall furnish as part of its Proposal, a bid security of Rs. 1,00,000/- (Rupees One Lakh only) in the form of a Demand Draft issued by Nationalized/ Scheduled Banks in India in favor of the "OMFED" payable at Bhubaneswar (the "Bid Security"), returnable not later than 180 days from bid closing date except in case of the two highest ranked Bidders. In the event that the first ranked Bidder commences the assignment, the second ranked Bidder, whose proposal has been kept in reserve, shall be returned forthwith, but in no case not later than 180 (one hundred and eighty) days from the bid closing date.

2.18.2 OMFED shall not be liable to pay any interest on the Bid Security and the same shall be interest free.

2.18.3 The Bidder, by submitting its Proposal pursuant to this EOI, shall be deemed to have acknowledged that without prejudice OMFED's any other right or remedy hereunder or in law or otherwise, the Bid Security shall be forfeited and appropriated by OMFED under the following conditions:

- a) If a Bidder engages in any of the Prohibited Practices specified in Section 4 of this EOI;
- b) If a Bidder withdraws/modify its Proposal during the period of its validity as specified in this EOI and as extended by the Bidder from time to time;
- c) In the case of a Selected Bidder, if the Bidder fails to sign the Agreement or commence the assignment as specified in Clause 2.26 due to the reason solely attributed to the bidder; or
- d) If the Bidder is found to have a Conflict of Interest as specified in Clause 2.2; and
- e) If the selected bidder commits breach of the Agreement

D. Evaluation Process

2.19 Evaluation of Proposals

2.19.1 OMFED shall open the Proposals at the Date and Time specified in Clause 1.6 and at the place specified in Clause 1.8 and in the presence of the Bidders who choose to attend.

2.19.2 Prior to evaluation of Proposals, OMFED will determine whether each Proposal is responsive to the requirements of the EOI. A Proposal shall be considered responsive only if:

- a) The Technical Proposal is received in the format from Annexure II to Annexure VI;
- b) It is accompanied by the Bid Security as specified in Clause 2.18;
- c) It contains all the information (complete in all respects) as requested in the EOI;
- d) It does not contain any condition or qualification and it is not non-responsive in terms hereof.

2.19.3 OMFED reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by OMFED in respect of such Proposals.

2.19.4 OMFED shall subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.4 and the criteria set out in Section 3 of this EOI.

2.19.5 After the technical evaluation OMFED shall prepare a list of shortlisted Bidders in terms of Clause 3.2 a date, time and venue will be notified to all shortlisted Bidders for announcing the result of technical. The same shall be uploaded on online portal. OMFED will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Selection Process. The financial evaluation and final ranking of the Proposals shall be carried out in terms of Clauses 3.3 and 3.4.

2.19.6 Bidders are advised that selection shall be entirely at the discretion of OMFED. Bidders will be deemed to have understood and agreed that OMFED shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

2.19.7 Any information contained in the Proposal shall not in any way be construed as binding on OMFED, its agents, successors or assigns, but shall be binding against the Bidder if the Consultancy is subsequently awarded to it.

2.20 Confidentiality: Information relating to the examination, clarification, evaluation, and recommendation for the selection of Bidders shall not be disclosed to any person who is not officially concerned with the process or is not a retained professional adviser advising OMFED in relation to matters arising out of, or concerning the Selection Process. OMFED shall treat all information, submitted as part of the Proposal, in confidence and shall require all those who have access to such material to treat the same in confidence. OMFED 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 to enforce or assert any right or privilege of the statutory entity and/or OMFED or as may be required by law or in connection with any legal process.

2.21 Clarifications

2.21.1 To facilitate evaluation of Proposals, OMFED may, at its sole discretion, seek clarifications from any Bidder regarding its Proposal. Such clarification(s) shall be provided within the time specified by OMFED for this purpose. Any request for clarification(s) and all clarification(s) in response there to shall be in writing.

2.21.2 If any Bidder does not provide clarifications sought under Clause 2.21.1 above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, OMFED may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of OMFED.

E. Appointment of Bidder

2.22 Negotiations

2.22.1 The Selected Bidder may, if necessary, be invited for negotiations. The negotiations shall generally be related to the scope of work and Terms of Reference.

2.23 Indemnity

The Vendor shall, subject to the provisions of the Agreement, indemnify OMFED, for an amount not exceeding the value of the Agreement, for any direct loss or damage that is caused due to any deficiency in Services.

2.24 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, in duplicate, by OMFED to the Selected Bidders who has scored highest rank will, within 15 (Fifteen) 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 Bidders are not received by the stipulated date, OMFED may, unless it consents to extension of time for submission.

2.25 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, Bidder will execute the Agreement with OMFED within the period prescribed in Clause 1.6 or any date communicated by the OMFED after submitting the Performance Security as per Clause 2.18.2.

2.26 Commencement of assignment

The Vendor shall commence the Services at the Project site within 7 (seven) days of the date of the Agreement or such other date as may be mutually agreed. If the Vendor fail to either sign the Agreement as specified in Clause 2.25 or commence the assignment as specified.

2.27 Proprietary data

Subject to the provisions of Clause 2.20, all documents and other information provided to OMFED or submitted by any Bidder to OMFED shall remain or become the property of OMFED. Bidders are required to treat all information as strictly confidential. OMFED will not

return any Proposal or any information related thereto. All information collected, analysed, processed or in whatever manner provided by the Vendor to OMFED in relation to the Consultancy shall be the property of OMFED.

3. CRITERIA FOR EVALUATION

3.1 Evaluation of Technical Proposals

3.1.1 In the first stage Technical Proposal (Annexure II to VI) will be evaluated on the basis of Minimum Eligibility Criteria set out in clause no. 2.1.1 and clause no. 2.1.2(a) to 2.1.2(c). This is a pass/fail type evaluation and no marks in evaluation are awarded. In the second stage, the Technical Proposal will be evaluated on the basis of information provided by the Bidder. Only those Bidders whose Technical Proposals get a score of 80 (eighty) marks or more out of 100 (hundred) shall qualify for further consideration, and shall be ranked from highest to the lowest on the basis of their technical score (ST).

Sl.No.	Criteria	Full Marks
1	Resource System> 15 nos	10
2	ISO Certificate	5
3	Software experience	15
4	Dairy Software Experience	10
5	ERP implementation in Dairy level	10
6	Experience in ERP implementation	10
7	ERP in Govt./PSU	5
8	<i>Presentation</i>	
A	Conceptualization	20
B	Technology/Open source system	15
	TOTAL	100

3.1.2 The Minimum Qualification criterion of ERP vendor is as below:

- a. Resource strength –Minimum 50 IT professional.
- b. Quality certification (CMMi & ISO)
- c. Minimum 3 years of experience in software development.

d. The Bidder must have successfully completed ERP implementation in Cooperative sector dealing with food processing and preference will be for Dairy Cooperative sector.

Key Personnel

The bidders have to furnish resumes of key personnel both supervisory and technical. The bidder must demonstrate the availability and degree of commitment of personnel with technical expertise. Resumes must include education, experience, background, accomplishments, and other pertinent information. The resources for below mentioned categories should be on the rolls of the company as on the date of submission of bid.

Sl.No	Key Personnel	Eligibility
1.	System Architect	S/he must have minimum education as B.E.(Computer Science/ Electronics/ IT) or MCA and possess total 5-8 years of post-qualification experience including at least 5years of relevant experience in the field as mentioned in the left column. Vendor having any technical certification in addition to the educational qualification will be preferred. Experience of the vendor in large, complex, turnkey projects is essential. Vendor's exposure to Public Sector system in general, Dairy Industry in specific, is preferred. Vendor having proficiency in local language will have added advantage.
2.	Project Manager	S/he must have minimum education as Post graduate preferably from a recognized university and possess minimum 5years of post- qualification experience in software Project Management. Experience of the vendor in large, complex, turnkey projects is essential. Vendor's exposure to Public Sector system is general, Dairy Industry in specific, is preferred. Vendor having proficiency in local language will have added advantage.
3.	Business Analyst	S/he must have professional qualification in business management (such as MBA (marketing /finance), CA, ICWA etc.) from a recognized university / Professional Body and possess minimum 5years of post-qualification experience. Vendor's exposure to Public Sector system in general, Dairy Industry and Finance Management in specific, is preferred. S/he must have proficiency in local language.
	Application Maintenance Head	S/he must have minimum education as B.E.(Computer Science/ Electronics/ IT)/ MCA or a graduate preferably from a recognized university and possess minimum 5 years of post- qualification experience in software implementation and training. Experience of the vendor in large, complex, turnkey projects is essential. Vendor's exposure to Public Sector system is general, Dairy Industry in specific, is preferred. Vendor having proficiency in local language will have added advantage.

Note: -

- Vendor having experience less than the prescribed Qualification and experience in the EOI will be marked as nil.

3.2 Short-listing of Bidders

Of the Bidders ranked as aforesaid in Clause 3.1.1, shall be short-listed & Omfed will ask the firms for financial proposal.

3.3 Evaluation of Financial Proposal

3.3.1 In the second stage, the financial evaluation will be carried out as per this Clause 3.3.

Each Financial Proposal will be assigned a financial score (SF).

3.3.2 OMFED will determine whether the Financial Proposal is complete, unqualified and unconditional. The fee indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services. The lowest Financial Proposal (FM) will be given a financial scoring (SF) of 100 points, the financial scores of other proposals will be computed as follows:

$$SF=100 \times FM/F$$

FM = Lowest financial Proposal Amount

F = Amount of other Financial Proposal

3.4 Combined Evaluation of Proposal

3.4.1 Following completion of evaluation of Technical and Financial Proposals, final ranking of the Proposals will be determined. This will be done by applying a weightage of 0.70 (Seventy percent) and 0.30 (Thirty percent) respectively to the technical and financial scores of each evaluated qualifying Technical and Financial Proposals. The relevant combined total score for each Vendor Proposals will finally be ranked according to their combined technical scores (ST) as defined in clause 3.1.2 and financial (SF) scores as evaluated in clause 3.3.2 as follows: $S = (0.70 \times ST + 0.30 \times SF)$ Where "S" is the combined score

3.4.2 The Selected Bidder shall be the first ranked bidder (having the highest combined score). The second ranked bidder shall be kept in reserve and may be invited for, as and when required.

FRAUD AND CORRUPT PRACTICES

4.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this Invitation of RFP document, OMFED shall reject a RFP without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process.

4.2 Without prejudice to the rights of OMFED under Clause 4.1 here in above and the rights and remedies which OMFED may have under the short listing process, if an Bidder is found 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 Selection Process, or after the short listing process, such Bidder shall not be eligible to participate in any EOI issued by OMFED during a period of 3 (three) years from such date.

4.3 For the purposes of this Clause, the following terms shall have the meaning here in after respectively assigned to them:

"Corrupt practice: means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OMFED who is or has been associated in any manner, directly or indirectly with the Selection Process or arising there from, 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 OMFED, shall be deemed to constitute influencing the actions of a person connected with the Selection Process or (ii)engaging in an manner whatsoever, whether during the Selection Process or after shortlisting ,as the case may be, any person in respect of any matter relating to the Project, who at any time has been or is a legal, financial or technical vendor/adviser of OMFED in relation to any matter concerning the Project;

"Fraudulent practice" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process; **"Coercive practice:** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;

"Undesirable practice" means establishing contact with any person connected with or employed or engaged by OMFED with the objective of canvassing, lobbying or in any manner influencing the outcome of the procedure for selection of bidders.

5. PRE-BID MEETING

5.1 Pre-bid meeting of the Bidders shall be convened at the designated date, time and place. A maximum of two representatives of each Bidder shall be allowed to participate.

5.2 During the course of Pre-bid meeting, the Bidders will be free to seek clarifications and make suggestions for consideration of OMFED. OMFED shall endeavour to provide clarifications and such further information as it may, in its sole discretion, consider appropriate for facilitating a fair, transparent and competitive Selection Process.

6. MISCELLANEOUS

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

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

- a) Suspend and/or cancel the Selection Process and/or amend and/or supplement the Selection Process or modify the dates or other terms and conditions relating thereto;
- b) Consult with any Bidder in order to receive clarification or further information;

- c) Retain any information and/or evidence submitted to OMFED by, on behalf of and/or in relation to any Bidder; and/or
- d) Independently verify, disqualify, reject and/or accept any and all submissions or other Information and/or evidence submitted by or on behalf of any Bidder.

6.3 It shall be deemed that by submitting the Proposal, the Bidder agrees and releases OMFED, its employees, agents and advisers, irrevocably, unconditionally, fully and finally from any and all liability for claims, losses, damages, costs, expenses or liabilities in anyway related to or arising from the exercise of any rights and/or performance of any obligations here under, pursuant hereto and/or in connection herewith and waives any and all rights and/or claims it may have in this respect, whether actual or contingent, whether present or future.

6.4 OMFED reserves the right to make inquiries with any of the clients listed by the Bidders in their previous experience record.

6.5. Dispute.

a. The Federation & the bidder shall make every effort to resolve any dispute/ disagreement in connection with the bid amicably by direct negotiation. However the decision of the Managing Director Omfed will be final and binding in case the disagreement/ dispute if not resolved by mutual negotiation.

b. Legal dispute if any, concerning to this work shall be subject to such court as exercising Civil Jurisdiction over Bhubaneswar.

6.6. Penalty

In the event of bidder failed to execute the work within the allotted period Omfed reserves the right to impose the penalty as decided by authority and also forfeit the EMD/Security Deposit.

ANNEXURE I: TERMS OF REFERENCE

1. Introduction:

Bidders shall apply with all supporting documents. However, the Bidder has to meet the Qualification Criteria as per Clause 2.1.2. OMFED shall adopt a three stage selection process in evaluating the Proposals. In the first stage prequalification will be carried out with respect to minimum eligibility criteria set out in clause no 2.1.1 and 2.1.2. In the second stage, a technical evaluation will be carried out as specified in Clause 3.1. Based on this technical evaluation, a list of short-listed bidders shall be prepared as specified in Clause 3.2. In the third stage, a financial evaluation will be carried out as specified in Clause 3.3. Proposals will finally be ranked according to their combined technical and financial scores based on Combined Quality and Cost Based Selection (CQCBS) as specified in Clause 3.4. The first ranked bidder (the "Selected Bidder") shall be selected for negotiation while the proposal of the second ranked bidder will be kept in reserve.

Scope of the EOI

The requirement of Web Based Real Time Data Transfer Solution for a Dairy Development which covers a wide range of Dairy Administration and Management processes including Plant Operations, Quality Control Management, Marketing, Store, Purchase, Production, Engineering and Accounts, Inventory, Finance and Payroll Management will be centralized, automated & integrated system with well – defined workflows and clearly assigned roles & responsibilities.

ERP features should be available for Mobile devices in the form of Mobile app.

In general, the proposed system will cover a wide range of Dairy administration and management processes.

EOI documents

The Bidder shall prepare EOI documents as per the approved EOI packaging strategy including –

1. Proof of turnover.
2. Undertaking by the manufacturer that the company is not black listed by any Co-operative Milk Union/ State Milk Federation.

1. Audited profit and loss account for the year 2014-15, & 2015-16, 2016-17.
2. Copy of IT return for the financial year 2016-17.
3. GSTIN / GST No / PAN No/ TAN no.
4. Agency Credentials
5. The EOI Paper may be obtained,
 - a. On payment of `6720.00 (Including GST) only between 10 A.M. to 5 P.M. on each working day from the Finance Division, Omfed Corporate office, Sahidnagar, Bhubaneswar.
 - b. By sending a self-stamped envelope of size not less than 35 cm x 25 cm along with a Demand Draft of `6720.00 (Including GST) only payable at Bhubaneswar drawn in favour of Managing Director, OMFED, D-2 Sahid Nagar, Bhubaneswar.
 - c. By downloading from OMFED Web Site i.e. www.omfed.com.
6. EMD of Rs.1,00,000 (Rs. One Lakh) in shape of Demand Draft in favour of Managing Director, OMFED, D-2 Sahid Nagar, Bhubaneswar.
7. The original bidding document duly sealed and signed by the bidder.
8. All documents as required under this EOI should be properly numbered and displayed in the content failing which the EOI shall not be accepted.

ANNEXURE II: COVER LETTER

(On the letter head of Bidder)

The Managing Director (OMFED)
The Orissa state cooperative Milk Producers 'Federation Ltd
Odisha
Dated:

Subject:

Dear Sir,

With reference to your EOI document dated, I/we, having examined the EOI and understood its contents, hereby submit our proposal for the same.

1. The technical and financial proposals are unconditional and unqualified.
2. All information provided in the proposal and in the Appendices is true and correct and all documents accompanying such proposal are true copies of their respective originals.
3. This statement is made for the express purpose of entrustment of vendor for the aforesaid Project.
4. I/ We shall make available to OMFED any additional information it may find necessary or required to supplement or authenticate the proposal.
5. I/ We acknowledge the right of OMFED to reject our proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
6. I/ We certify that in the last 3 (three) years, we or any of our firm have neither failed to perform on any contract, as evidenced by imposition of a penalty or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated for breach on our part.
7. I/ We declare that:
 - a. I/ We have examined and have no reservations to the EOI Document, including any Pre-Bid Clarifications & Addendum issued by OMFED.
 - b. I/ We do not have any conflict of interest in accordance with Clauses 2.2 of the RFP document;
 - c. I/ We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in Clause 4 of the RFP document, in respect of any EOI issued by or any agreement entered into with OMFED or any other public sector enterprise or any government, Central or State;

- d. We hereby certify that we have taken steps to ensure that in conformity with the provisions of Section 4 of the RFP document, no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
8. We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Vendor, without incurring any liability to the Bidders in accordance with Clause 2.6 and Clause 6 of the RFP document.
9. We believe that we satisfy the Conditions of Eligibility and meet the requirements as specified in the EOI document and are qualified to submit proposal in accordance with the provisions of the RFP document.
10. We certify that in regard to matters other than security and integrity of the country, we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
11. We further certify that in regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of Law for any offence committed by us or by any of our Associates.
12. We further certify that no investigation by a regulatory authority is pending either against us or against our Associates or against our CEO or any of our Directors/Managers/employees.
13. We undertake that in case due to any change in facts or circumstances during the Selection Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate OMFED of the same immediately.
14. 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 OMFED in connection with the selection of Vendor or in connection with the Selection Process itself, in respect of the above mentioned Project.
15. The Bid Security of Rs.1,00,000/- (Rupees one Lakh) in the form of demand draft, in accordance with the EOI document.
16. We agree and understand that the proposal is subject to the provisions of the EOI document. In no case, shall/we have any claim or right of whatsoever nature if the work for the Project is not awarded to me/us or our proposal is not opened or rejected.
17. We agree to keep this offer valid for 180 days from the proposal Due Date specified in the RFP.
18. We certify that we shall have no claim, right or title arising out of any documents or information provided to us by OMFED or in respect of any matter arising out of or concerning or relating to the Selection Process including the award of work.
19. We agree and undertake to abide by all the terms and conditions of the EOI document.
20. In witness thereof, we submit this Proposal under and in accordance with the terms of the EOI document.

Yours faithfully,

(Signature, name and designation of the of the Authorized signatory)

(Name and stamp of Bidder)

ANNEXURE-III

Details of Bidder (To be submitted on Letterhead of Bidder)

1 a) Name:

b) Date of Incorporation/Commencement:

2. Brief Description of Company including details of its main line of Business

4. List of Directors:

5. Details of Individual who will serve as the point of contact/communication to Client:

a) Name:

b) Designation:

c) Company:

d) Address:

e) Telephone No:

f) Email Address:

g) Fax Number:

h) PAN No:

i) GST No:

a) Name:

b) Designation:

c) Address:

d) Telephone No.:

e) Email Address:

f) Fax No:

(Bidder should submit Current Annual Report & attested copy of Certificate of Incorporation by Authorized Signatory)

ANNEXURE-IV

Financial Qualification of Bidder

SL No	Financial Year	Annual Turnover (Rs. Lakhs) From Consultancy Business	Net Worth (Rs. Lakhs) As on 31.03.2017
1	2014-2015		
2	2015-2016		
3	2016-2017		

Note:

The Bidder shall attach copies of the Balance Sheets, financial statements certified by Chartered Accountant in Practice with his registration no for each financial year. The bidder will submit Statutory Audit Report for each year reflecting annual turnover of Consultancy Business for each year. In case of Consortium, each Consortium Member shall furnish in separate sheet

Annexure-V: CV of Key Personnel

A.

SL No	Position	Name of the Expert	Qualification	Year of Relevant Experience as required for Key Personnel	No of Eligible Projects	Details of Eligible Projects
1						
2						

B.CV of Key Position

1	Proposed Position				
2	Name of Firm				
3	Name of Staff				
4	Date of Birth				
5	Nationality				
6	Education	Degree	Institution	Year	
8	Professional Memberships				
9	Other Training & Publications				
10	Countries of Work Experiences				
11	Language	Speak	Write	Read	
12	Employment Record	From : To:		Position Held	
	Employer Name & Address with Contact No				

	Detail task assigned as per TOR		
	Details of projects handled (to be provided for all the eligible projects)	<input type="checkbox"/> Name of the project: <input type="checkbox"/> Client Name: <input type="checkbox"/> Client Contact No & Address: <input type="checkbox"/> Project Duration- Start date: End Date: <input type="checkbox"/> Project Cost (In Rs. Crore) <input type="checkbox"/> Scope of Work of the proposed expert involved in the project: <input type="checkbox"/> Does the project involve Supervision Consultancy/PMC/DPR Preparation of Water Bodies Reclamation/Waterfront development	

(Signature and name of the Key Personnel and authorized signatory of the Bidder)

Notes:

- Use separate form for each Key Personnel
- CV shall be signed and dated by both the Personnel concerned and by the Authorized Representative of the Bidder firm along with the seal of the firm.

ANNEXURE VI: GUIDANCE NOTE ON CONFLICT OF INTEREST

1. This Note further explains and illustrates the provisions of Clause 2.2 of the RFP and shall be read together therewith in dealing with specific cases.
2. Vendor should be deemed to be in a conflict of interest situation if it can be reasonably concluded that their position in a business or their personal interest could improperly influence their judgment in the exercise of their duties. The process for selection of Vendor should avoid both actual and perceived conflict of interest.
3. Conflict of interest may arise between the organisation and a vendor.

Some of the situations that would involve conflict of interest are identified below:

a. Organisation and Vendor:

- i) Potential vendor should not be privy to information from organisation which is not available to others;
- ii) Potential vendor should not have defined the project when earlier working for Organisation

b. Vendor and contractors:

- i) No vendor should have an ownership interest or a continuing business interest or an on-going relationship with a potential contractor save and except relationships restricted to project-specific and short-term assignments; or
 - ii) No vendor should be involved in owning or operating entities resulting from the project; or
 - iii) No vendor should bid for works arising from the project.
 - iv) The participation of companies that may be involved as investors or consumers and officials of the organisation who have current or recent connections to the companies involved, therefore, needs to be avoided.
4. The normal way to identify conflicts of interest is through self-declaration by Vendor. Where a conflict exists, which has not been declared, competing companies are likely to bring this to the notice of the organisation. All conflicts must be declared as and when the Vendor becomes aware of them.
 5. Another way to avoid conflicts of interest is through the appropriate grouping of tasks. For example, conflicts may arise if Vendor drawing up the terms of reference or the proposed documentation are also eligible for the consequent assignment or project.
 6. Another form of conflict of interest called "scope-creep" arises when Vendor advocate either an unnecessary broadening of the terms of reference or make recommendations which are not in the best interests of the organisation but which will generate further work for the Vendor. Some contracts provide fewer incentives for this, while time and material contracts provide built in incentives for Vendor to extend the length of their assignment.
 7. Every project contains potential conflicts of interest. Vendor should not only avoid any conflict of interest; they should report any present/ potential conflict of interest to the organisation at the earliest. Officials of the organisation involved in development of a project shall be responsible for identifying and resolving any conflicts of interest. It should be ensured

that safeguards are in place to preserve fair and open competition and measures should be taken to eliminate any conflict of interest arising at any stage in the process.

General Conditions of Contract

1. General Provisions

1.1. Definitions

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- a. "Applicable Law" means the laws and any other instruments having the force of law in the Government of India, as they may be issued and in force from time to time;
- b. "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;
- c. "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;
- d. "foreign currency" means any currency other than the currency of the Government;
- e. "GC" means these General Conditions of Contract;
- f. "Government" means the Government of the Client's country;
- g. "local currency" means the currency of the Government;
- h. "Member", in case the Vendor consist of a joint venture of more than one entity, means any of these entities; "Members" means all these entities, and "Member in Charge" means the entity specified in the DOCUMENT to act on their behalf in exercising all the Vendor' rights and obligations towards the Client under this Contract,
- i. "Party" means the Client or Vendor, as the case may be, and "Parties" means all three of them;
- j. "Personnel" means persons hired by the Vendor or by any Sub vendor as employees and assigned to the performance of the Services or any part thereof;
- k. "Services" means the work to be performed by the Vendor pursuant to this Contract, as described in Appendix A; and
- l. "Sub vendor" means any entity to which the Vendor subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

1.2. Law Governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3. Language

This Contract has been executed in the language specified in the Document, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4. Notices

Any notice, request, or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, telex, telegram, or facsimile to such Party at the address specified in the Document.

1.5. Location

The Services shall be performed at the sites / Bodies mentioned in ToR and at any other such locations as the Client may approve.

1.6. Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Vendor may be taken or executed by the officials specified from time to time by the parties and as mentioned in the DOCUMENT.

1.7. Taxes and Duties

Unless otherwise specified in the DOCUMENT, the Vendor, Sub Vendor, and their Personnel shall pay such taxes, duties, fees, and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. Commencement, Completion, Modification, and Termination of Contract

2.1. Effectiveness of Contract

This Contract shall come into effect on the date the Contract is signed by the Parties or such other later date as may be stated in the DOCUMENT (Effective Date).

2.2. Commencement of Services

The Vendor shall begin carrying out the Services seven (7) days after the date the Contract becomes effective, or at such other date as may be specified in the DOCUMENT.

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause 2.6, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the DOCUMENT.

2.4. Modification

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5. Force Majeure

2.5.1. Definition

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2. No Breach of Contract

The failure of a Party to fulfil any of its obligations under the contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3. Extension of Time

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4. Payments

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Vendor shall be entitled to continue to be paid under the terms of this Contract during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6. Termination

2.6.1. By the Client

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Vendor, to be given after the occurrence of any of the events specified in paragraphs (a) through (e) of this Clause 2.6.1:

- a. If the Vendor do not remedy a failure in the performance of their obligations under the Contract, within fifteen (15) days after being notified or within any further period as the Client may have subsequently approved in writing;
- b. If the Vendor become insolvent or bankrupt;
- c. If, as the result of Force Majeure, the Vendor are unable to perform a material portion of the Services for a period of not less than Sixty (60) days; or
- d. If the vendor, in the judgment of the client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract. For the purpose of this clause: "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution. "fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Vendor (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.
- e. If the Vendor does not abide the decision of Arbitrator
- f. If the Client, in its sole discretion, decides to terminate this Contract.

2.6.2. By the Vendor

The Vendor may terminate this Contract, by not less than Thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) and (b) of this Clause 2.6.2:

- a. If the Client fails to pay any monies due to the Vendor pursuant to this Contract and not subject to dispute pursuant to Clause 7 within thirty (30) days after receiving written notice from the Vendor that such payment is overdue; or
- b. If, as the result of Force Majeure, the Vendor are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.6.3. Payment upon Termination

Upon termination of this Contract pursuant to Clauses 2.6.1 or 2.6.2, the Client shall make the following payments to the Vendor:

Lump sum Consultancy fee up to that phase pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

3. Obligations of the Vendor

3.1. General

The Vendor shall perform the Services and carry out their obligations with all due diligence, efficiency, and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Vendor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub Vendor or third parties.

3.2. Conflict of Interests

3.2.1. Vendor Not to Benefit from Commissions, Discounts, etc.

The Consultancy Fee of the Vendor pursuant to Clause 6 shall constitute the Vendor' sole remuneration in connection with this Contract or the Services, and the Vendor shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Vendor shall use their best efforts to ensure that the Personnel, any Sub Vendor, and agents of either of them similarly shall not receive any such additional remuneration.

3.2.2. Vendor and Affiliates Not to Be Otherwise Interested in Project

The Vendor agree that, during the term of this Contract and after its termination, the Vendor and their affiliates, as well as any Sub vendor and any of its affiliates, shall be disqualified from providing goods, works, or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.3. Prohibition of Conflicting Activities

Neither the Vendor nor their Sub Vendor nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

- a. During the term of this Contract, any business or professional activities in the Government of India which would conflict with the activities assigned to them under this Contract; or
- b. After the termination of this Contract, such other activities as may be specified in the SC.

3.3. Confidentiality

The Vendor, their Sub Vendor, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4. Insurance to Be Taken Out by the Vendor

The Vendor (a) shall take out and maintain, and shall cause any Sub Vendor to take out and maintain, at their (or the Sub Vendor', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the DOCUMENT; and (b) at the Client's request, shall provide evidence to the Client showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5. Vendor' Actions Requiring Client's Prior Approval

The Vendor shall obtain the Client's prior approval in writing before taking any of the following actions:

- a. Entering into a subcontract for the performance of any part of the Services,
- b. Appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub Vendor"), and
- c. Any other action that may be specified in the DOCUMENT.

3.6. Reporting Obligations

The Vendor shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and within the periods set forth in the said Appendix.

3.7. Documents Prepared by the Vendor to Be the Property of the Client

All plans, drawings, specifications, designs, reports, and other documents and software submitted by the Vendor in accordance with Clause 3.6 shall become and remain the property of the Client, and the Vendor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Vendor may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the DOCUMENT.

4. Vendor' Personnel

4.1. Description of Personnel

The titles, agreed job descriptions, minimum qualifications, and estimated periods of engagement in the carrying out of the Services of the Vendor' Key Personnel are described in Appendix C. The Key Personnel and Sub Vendor listed by title as well as by name in Appendix C are hereby approved by the Client.

4.2. Removal and/or Replacement of Personnel

Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Vendor, it becomes necessary to replace any of the Key Personnel, the Vendor shall provide as a replacement a person of equivalent or better qualifications.

If the Client finds that any of the Personnel have (i) committed serious misconduct or have been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Vendor shall, at the Client's written request specifying the grounds therefor, provide as a replacement a person with qualifications and experience acceptable to the Client.

The Vendor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. Obligations of the Client

5.1. Assistance and Exemptions

The Client shall use its best efforts to ensure that the officials shall provide the Vendor proper assistance

5.2. Change in the Applicable Law

If, after the date of this Contract, there is any change in the Applicable Law with respect to taxes and duties or any statutory law relating operation of Contract which increases or decreases the cost of the services rendered by the Vendor, then the remuneration and reimbursable expenses otherwise payable to the Vendor under this Contract shall be increased or decreased accordingly by agreement between the Parties, and corresponding adjustments shall be made to the amounts referred to in Clauses 6.2 (a) or (b), as the case may be.

5.3. Services and Facilities

The Client shall make available to the Vendor the Services and Facilities listed under Appendix D.

6. Payments to the Vendor

6.1. Lump Sum Remuneration

The Vendor's fee shall not exceed the Contract Price and shall be a fixed lump sum including all staff costs, Sub Vendor' costs, printing, communications, travel, accommodation, and the like, and all other costs incurred by the Vendor in carrying out the Services described in Appendix A. Except as provided in Clause 5.2, the Contract Price may only be increased above the amounts stated in Clause 6.2 if the Parties have agreed to additional payments in accordance with Clause 2.4.

6.2. Contract Price

The price payable in local currency is set forth in the SC.

6.3. Payment for Additional Services

For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4., a breakdown of the lump sum price is provided in Appendix E.

6.4. Terms and Conditions of Payment

Payments will be made to the account of the Vendor and according to the payment schedule stated in the DOCUMENT. Unless otherwise stated in the DOCUMENT, the first payment shall be made against the provision by the Vendor of a bank guarantee for the same amount, and shall be valid for the period stated in the DOCUMENT. Any other payment shall be made after the conditions listed in the DOCUMENT for such payment have been met, and the Vendor have submitted an invoice to the Client specifying the amount due.

6.5. Interest on Delayed Payments

If the Client has delayed payments beyond fifteen (15) days after the due date stated in the DOCUMENT, No interest shall be paid to the Vendor.

7. Settlement of Disputes

7.1. Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation.

7.2. Dispute Settlement

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the DOCUMENT.