



**The Odisha State Cooperative Milk Producers'
Federation Limited (OMFED)**

**Bid Document
For**

**Design, Development &
Implementation of Integrated Dairy
Management System along with Annual
Operation & Maintenance support for 5
(five) years across various locations of
OMFED**

(through e-tendering)

Bid document No: IT/IDMS/24/2025/977

dated 03.03.2025

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E-procurement notice

Bid document No: IT/IDMS/24/2025/977

dated 03.03.2025

1	Work name	Design, Development & Implementation of Integrated Dairy Management System along with Annual Operation & Maintenance support for 5 (five) years across various locations of OMFED (through e-tendering)
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 03.03.2025 Time: 06:45 PM
3	Last date for sending queries to OMFED	Date: 10.03.2025 Time: Till EOD queries may be sent by email to omfed@yahoo.com
4	Pre-Bid Meeting	Date: 12.03.2025 Time: 03:00 PM Mode: Virtual Bidders are requested to send request to omfed@yahoo.com
5	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 17.03.2025
6	Bid Due Date	Date: 24.03.2025 time: 05:00 PM
7	Opening of Technical Bid	Date: 25.03.2025 time: 05:00 PM
8	Presentation	To be informed to Technically Pre-Qualified Bidders
9	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) and on the website of OMFED (www.omfed.com). OMFED reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

Managing Director

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

Registered Office: OMFED, D-02, Sahidnagar, Bhubaneswar – 751007

Tel: 0674 2546030, 2546121, 2540576



Schedule for the Tender

Sl. No.	Parameter	Name
1	Date of publication of NIT	Date: 03.03.2025 Time: 06:45 PM
2	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 03.03.2025 Time: 06:45 PM
3	Last date for sending queries to OMFED	Date: 10.03.2025 Time: Till EOD queries may be sent by email to omfed@yahoo.com
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9	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

Data Sheet

Sl. No.	Parameter	Name
1	Name of tender	Design, Development & Implementation of Integrated Dairy Management System along with Annual Operation & Maintenance support for 5 (five) years across various locations of OMFED
2	Type of tendering	Open tendering
3	Mode of tendering	e-tender
4	E-tender site	www.tendersodisha.gov.in
5	Tender Paper Fee (non-refundable) including GST	INR 11,800 (Rupees Eleven Thousand Eight Hundred only) including GST @18% Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
6	Earnest Money Deposit (EMD)	INR 2,00,000 (Rupees Two Lakhs only) Payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in)
7	Amount of Performance Security	10% of the Annual Contract value (excluding taxes) Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure 8
8	Nodal Officer	Name: Sri. Jitendra Kumar Barada, In-charge (IT) Phone No.: 0674-2546030/ 2546121/2540417 e-mail: jitendrabarada@omfed.com
9	Address of OMFED Limited	The Odisha State Cooperative Milk Producers' Federation Limited (OMFED) OMFED, D-02, Sahidnagar, Bhubaneswar – 751007
10	Bid document No.	IT/IDMS/24/2025/977 dated 03.03.2025

Disclaimer

- 1.1 This Bid document is neither an agreement nor an offer by OMFED to the prospective Bidders or any third party. The purpose of this Bid document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Bid document.
- 1.2 This Bid document includes statements, which reflect various assumptions and assessments arrived at by OMFED. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This Bid document may not be appropriate for all persons, and it is not possible for OMFED to consider the particular needs of each party who reads or uses this Bid document. The assumptions, assessments, statements and information contained in the Bid document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this Bid document and obtain independent advice from appropriate sources.
- 1.3 Information provided in this Bid document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMFED accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 1.4 OMFED, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this Bid document, or any matter deemed to form part of this Bid document, or arising in any way in relation to this Bidding Process.
- 1.5 Neither OMFED nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this Bid document. OMFED 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 Bid document.



- 1.6 The Bidder should confirm that the Bid document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing.
- 1.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 1.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 1.9 This Bid document and the information contained herein are strictly confidential and privileged and are for the exclusive use of the Bidder to whom it is issued. This Bid document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this Bid document). In the event after the issue of the Bid document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Bid document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 1.10 OMFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this Bid document at any time during the Bidding Process. All such changes shall be uploaded on the e-procurement portal of the Government of Odisha and on the website of OMFED. It is the duty of Bidders to visit the e-procurement portal and the website of OMFED regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 1.11 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.10 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMFED. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMFED with respect to this Bid document.
- 1.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this Bid document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Bid document shall be made exclusively by



OMFED. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this Bid document and shall render the Bid liable for rejection. OMFED's decision in this regard shall be final and binding on the Bidder.

- 1.13 By responding to the Bid document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the Bid document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 1.14 The Bid is not transferable.



Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BOQ	Bill of Quantity
COA	Consortium Operating Agreement
DSC	Digital Signature Certificate
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
ERP	Enterprise Resource Planning
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IDMS	Integrated Dairy Management System
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
JV	Joint Venture
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OMFED	Odisha State Cooperative Milk Producers' Federation Limited
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RfP	Request for Proposal
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority



Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 1.15 “Applicable Laws” means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either OMFED or to the Bidders;
- 1.16 “Authorized Signatory” shall have the meaning as set forth in Clause 8.5;
- 1.17 “Bid” means the documents submitted by a Bidder pursuant to this Bid document, including the Techno-Commercial Bid along with any additional information/clarifications required/ sought by OMFED and the Price Bid, submitted strictly in the formats provided by OMFED. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by OMFED;
- 1.18 “Bidder” designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with OMFED;
- 1.19 “Bidding Process” means the process governing the submission and evaluation of the Bids as set out in the Bid document itself;
- 1.20 “Bid Due Date” shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted in the e-procurement portal after the Bid Due Date;
- 1.21 “Bid Validity Period” shall have the meaning given to it in Clause 8.8;
- 1.22 “EMD” means the amount submitted by a Bidder to OMFED for participating in the Bidding Process, in terms of Clause 8.7;
- 1.23 “Financial Criteria” shall have the meaning given to it in Clause 7.2;
- 1.24 “Financial Year” means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 1.25 “Letter of Award (LoA)” means the written official intimation by OMFED notifying the Preferred Bidder that the work has been awarded in its favour as per the terms and conditions mentioned therein;
- 1.26 “Net Worth” shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013;
- 1.27 “Notice Inviting Tender” or “Bid document” or “RFP document” or “Tender Paper” or “Tender Documents” or “Tender” or “Bid Documents” means documents issued by



OMFED vide IT/IDMS/24/2025/977 dated 03.03.2025 for Design, Development & Implementation of Integrated Dairy Management System along with Annual Operation & Maintenance support for 5 (five) years across various locations of OMFED and shall include any modifications, amendments, corrigendum/ addendum or alterations thereto. The documents are as follows:

- a) This Bid document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the Bid document issued by OMFED subsequent to the issue of the Bid document will also be considered an integral part of the Bid document. Any reference to the Bid document in the Agreement shall include such corrigendum(a)/ addendum(a);
- 1.28 “OMFED” means Odisha State Cooperative Milk Producers' Federation Limited having its registered office at Bhubaneswar – 751007, Odisha including its successor and assignees or its representatives;
- 1.29 “Pre-bid Meeting” means Pre-bid meeting to be held as per the schedule indicated in the Schedule for the Tender hereof;
- 1.30 “Price Bid” means the Price Bid submitted by the Bidder, in accordance with Clause 8.15.2;
- 1.31 “Related Party” shall have the meaning ascribed to it in Section 2(76) of the Companies Act, 2013;
- 1.32 “Revised Price Bid” shall have the meaning final offered price post negotiation;
- 1.33 “Successful Bidder” or “Selected Service-Provider/Agency/Vendor” shall have the meaning given to it in Clause 8.23;
- 1.34 “Technical Criteria” shall have the meaning given to it in Clause 7.1;
- 1.35 “Technically Qualified Bidder” means a Bidder whose Techno-Commercial Bid is responsive and meets the requirements to the satisfaction of OMFED as per terms and condition of the Bid document and is qualified for opening of its Price Bid;
- 1.36 “Techno-Commercial Bid” means proposal submitted by the Bidder in accordance with Clause 8.15.1;
- 1.37 “Tender Paper Fee” shall have the meaning as set forth in Clause 8.6;
- 1.38 “Turnover” shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the Bid document. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to them in Indian Contract Act, 1872 and/or in General Clauses Act, 1897.



Scope of Services

- 1.39 The selected Service Provider shall provide the following services to OMFED as per the below mentioned timeframe:

Sl. No.	Name/ type of services	Brief description	Go-Live	Contract Period
1	Integrated Dairy Management System	Implementation (Design, Development, Validation & Go-Live) of System for Integrated Dairy Management with Annual Support of 5 (five) years	T+18 Weeks	18 Weeks (Go - Live) + 5 Years (Operational Support & Maintenance post Go-Live)

- 1.40 The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in Annexure 2.
- 1.41 The “General Conditions of Contract-Services” as enclosed in the tender at Annexure 1 and “Special Conditions of Contract” as enclosed in the tender at Annexure 2, shall form an integral part of the Bid document and will also form a part of the Agreement placed against this tender.

Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	<p><u>Technical Criteria</u></p> <p>A. The Bidder must have experience of having successfully executed similar work during the last 5 (five) years in Dairy Cooperative/Agri/Food & Beverage/Distilleries/Manufacturing industry, which shall be either of the following:</p> <p>Three similar completed Services of value not less than INR 03 Crore each OR Two similar completed Services of value not less than INR 06 Crore each OR Single similar completed Service of value not less than INR 08 Crore</p> <p><u>Note:</u></p> <p>a. "Similar completed Services" means that the Bidder should have successfully Conceptualized/Designed/Developed/implemented/upgraded large scale solution/application processes for Supply chain management/Production or Operation Management/ Procure to Pay process/ Source to Pay process/ Supply chain Management/Distributor Management/ Logistics Management/Customer relationship Management.</p>	<p>A. Self-attested copies of</p> <p>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement, completion time with month/year of completion; and</p> <p>b) Completion certificate/Go-Live certificate from their clients/employers, regarding successful completion of the services.</p> <p>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/employers.</p> <p>d) If the bidder is an authorized partner/System Integrator (SI) of an Original License Holder/owner of the offered application/ solution/ processes, a valid authorization letter from the Original License Holder/Owner confirming their partnership or authorization to implement, customize, and integrate their application/solution/ processes being offered to OMFED as well as extend support throughout the support and maintenance period as per Annexure-18</p> <p>Note: In case the completion certificate/Go Live certificate is not available from the client/ employer, certificate signed by the statutory auditor of the bidder, certifying</p>

	<p>b. Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)</p> <p>B. The Bidder should have following certificates</p> <p>i) CMMi Level 5 or above</p> <p>ii) ISO 27001:2015</p>	<p>Scope and value of Similar Completed Services shall be submitted.</p> <p>B. Duly Self-attested copies of valid certificates</p>
7.2	<p><u>Financial Criteria</u></p> <p>Average Annual financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 100 (Hundred) Crore</p> <p><u>Note:</u> Applicable 3 (three) financial years – FY 2021-22, FY 2022-23 and FY 2023-24</p>	Copies of audited financial statements
7.3	Other Criteria	
7.3.1	<p>i) The Bidder can be a company/firm or a consortium/Joint Venture of companies/firms/LLP.</p> <p>ii) The Bidder (in case of consortium/Joint Venture, all the members) must fall under either of the following categories:</p> <p>a) a Company (Private or Public) under the Companies Act, 2013, or</p> <p>b) a registered partnership firm, or</p> <p>c) a registered LLP firm</p>	<p>Self-attested copies of below mentioned documents</p> <p>a) Company (Private or Public)</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Memorandum of Association • Articles of Association <p>b) Registered partnership firm</p> <ul style="list-style-type: none"> • Registration certificate • Deed of Partnership <p>c) LLP firm</p> <ul style="list-style-type: none"> • Certificate of Incorporation • Deed of Partnership
7.3.2	The Bidder should have valid PAN and GSTIN registration on the date of submission of the bid	<ul style="list-style-type: none"> ▪ Copy of PAN ▪ Copy of GST registration certificate – REG 06 ▪ Director/Partner – KYC(PAN, Adhaar)
7.3.3.	The Bidder should not have been banned/blacklisted by OMFED or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in Annexure 5

		In case of consortium, this form should be filled in and submitted by both lead and non-lead members individually.
7.3.4	Tender Paper Fee, EMD amount and Power of Attorney	<p>a) Proof of payment of Tender Paper Fee; Please refer to Clause 8.6 for further details.</p> <p>b) Proof of payment of EMD; Please refer to Clause 8.7 for further details.</p> <p>c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder who shall also be the DSC holder. Please refer to Clause 8.5 for further details</p>
7.3.5	The Bidder whose Contract/ Agreement with OMFED had been terminated / failed to perform will not be eligible to participate in the bidding.	Decision of OMFED in this regard is final & binding on all such entities.

Note

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. **Consortium**
 Consortium may be considered for bidding subject to fulfilling all the eligibility criteria. A consortium shall consist of a maximum of 2 (two) corporate entities, which shall comprise of a Lead Member and a Non-Lead Member registered as per clause 7.3.1.ii) above
- i. One of the partners shall be designated as Lead Partner who meets the financial criteria as per clause no 7.2 above on its own and all partners experience taken together should meet the technical experience criteria as per clause no 7.1 above.
 - ii. Bids shall be submitted in the name of the Lead/ Non-lead Member through authorized signatory of the Consortium as per point no v Below.
 - iii. In case of Consortium, all the Consortium members will be required to furnish a legally enforceable Consortium Operating agreement (COA) as per Annexure 16 along with Techno-Commercial Proposal. The COA shall remain in force and effect at least until 1 (one) year beyond the Contract tenure period.



- iv. The COA shall clearly mention the roles and responsibility of each member particularly with reference to financial, technical and liability obligations as well as receive instructions and payments for and on behalf of the Consortium.
 - v. All the members shall submit Power of attorney as per format given in Annexure 3. And also submit power of attorney (as per the format given in Annexure 3A) in favour of authorized person of the lead/non-lead member authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and participate in the bidding process on behalf of the consortium.
 - vi. All representatives of the consortium in connection with the performance of the Contract shall be under the complete control & supervision of the Lead member.
 - vii. No applicant applying individually or as a member of a Consortium can be member of other consortium who is bidding for this Assignment.
- c. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Bid document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Bid document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- d. The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer may be considered subject to the condition that the detailed Contract/Work Order covers the entire range of services as mentioned in the Bid document. Following documents shall be furnished by the sub-contractor
- 1. Relevant contracts and Work Orders with the main agency containing the scope of services and the value of the contract or Work Order; and
 - 2. Completion certificate issued by the Competent Authority/ statutory auditor of the principal employer in favour of the main agency showing due completion of the package.
- e. Any document submitted by the Bidder if found forged/ false, the Bidder shall be liable for appropriate action under the Bharatiya Nyaya Sanhita, 2023 at any point of time during the bid evaluation process or during the execution of Work.

Instruction to Bidders

- 1.42 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in.) This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder. In the case of consortium, the lead member shall be DSC holder. However, the lead member of consortium may authorize the authorized signatory of Non-lead member to submit the bid document only using the DSC of the authorized signatory of Non-lead member.
- 1.43 The tender documents shall be available on the state e-procurement portal (www.tendersodisha.gov.in) and the website of OMFED (www.omfed.com). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 1.44 E-tendering process is mentioned in Chapter 10.
- 1.45 The bids are to be submitted in two covers, consisting of: (i) **Techno-Commercial Bid (under Cover I)** and (ii) **Price Bid (under Cover II)**. Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 1.46 The Authorized Signatory of the Bidder shall be duly authorized by a registered/notarized Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. In case of a company, the Power of Attorney should be accompanied with the copy of board resolution. The format for the Power of Attorney is given in Annexure 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.

In the case of consortium, Lead member should be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of



the consortium. Power of Attorney shall be in the name of Lead member as per the format given in Annexure 3A.

Bid shall be submitted in the name of the Lead Member with authorized signatory of Lead & Non-Lead member.

1.47 Tender Paper Fee

1.47.1 The Bidder shall pay to OMFED a non-refundable amount (“Tender Paper Fee”), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.

1.47.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. For clarity, it is being clarified that the Bidders registered in Micro & Small Enterprises (MSE) category in the state of Odisha for similar category of services are exempted from Tender Fee. Bidders other than above category shall be required to submit Tender Paper Fee. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, are ineligible for bidding and such bid shall be summarily rejected.

1.48 Earnest Money Deposit (EMD)

1.48.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD is indicated in the Data Sheet.

1.48.2 Mode of Payment:

The EMD shall be payable online on the e-tender portal of Government of Odisha (www.tendersodisha.gov.in).

For the avoidance of doubt, it is clarified that OMFED shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.

1.48.3 Return of EMD:

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of such technically qualified Bidders in the portal. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder through the e-procurement portal of the Government of Odisha.

1.48.4 The Bidders, who are exempted to deposit EMD amount due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting online. For clarity, it is being clarified that the Bidders registered in Micro & Small Enterprises (MSE) category in the state of Odisha for similar category of services are exempted from EMD. Bidders other than above category shall be required to submit EMD. The Bidders, who does not submit EMD amount claiming exemption but does not submit relevant document, are ineligible for bidding and such bid shall be summarily rejected.

1.48.5 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

1.48.6 Forfeiture of EMD: The EMD shall be forfeited and appropriated by OMFED as a genuine pre-estimated compensation and damages payable to OMFED for, inter alia, the time, cost and effort of OMFED without prejudice to any other right or remedy that may be available to OMFED hereunder, or otherwise, under the following conditions:

- i) if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process or till signing of the Agreement (for Preferred Bidder(s));
- ii) if the Preferred Bidder fails to acknowledge and return to OMFED a signed copy of the LoA or Agreement within the timeframe allowed by OMFED;
- iii) if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMFED;
- iv) if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 8.8;
- v) If the Bidder has otherwise committed any breach of the terms of this Bid document;
- vi) in case the Preferred Bidder, does not comply with the requirements of the Price Bid or the revised Price Bid, as the case may be;
- vii) in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

- 1.48.7 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.
- 1.49 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by OMFED. Under exceptional circumstances, OMFED may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMFED to extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.
- 1.50 Issue of clarifications: Bidders may also send their queries by email to the Nodal officer; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMFED. The responses to the queries received shall be published by OMFED on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 1.51 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, OMFED may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and also on the e-procurement portal of the Government of Odisha and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMFED may at its own discretion also extend the Bid Due Date.
- 1.52 Extension of Bid Due Date: OMFED may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 1.53 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- i) made a complete and careful examination of the tender documents, including the proforma agreement;
 - ii) received all relevant information requested from OMFED;

- iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMFED relating to any of the matters related to this tender or otherwise;
- iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMFED) and performance of all of its obligations thereunder;
- v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMFED;
- vi) agreed to be bound by the undertakings provided by it under and in terms; and

OMFED shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMFED.

- 1.54 Right to accept or reject any/ all bids: Notwithstanding anything contained in the Bid document, OMFED reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMFED reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMFED's action. Decision of OMFED shall be final and binding in this regard. OMFED reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.
- 1.55 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.



1.56 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Techno-Commercial Bid and the Price Bid.

1.56.1 Techno-Commercial Bid: Bidders shall have to submit their Techno-Commercial Bid on the e-procurement portal of the Government of Odisha. The Techno-Commercial Bid should consist of clear and legible scanned copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Techno-Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the Techno-Commercial Checklist as per Annexure 6.

1.56.2 Price Bid: The Price Bid shall be submitted on the e-tender portal of the Government of Odisha as per the price bid format in Annexure 4.

1.57 Material deviation

1.57.1 Bids shall be liable for rejection in case of material deviation as well as for submission of false/forged documents. Apart from other conditions that shall include, material deviation shall include, inter alia, the following:

- i) The Techno-Commercial Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Techno-Commercial Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.15.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Techno-Commercial Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Techno-Commercial Bid or Price Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.8.

- vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.
- 1.57.2 OMFED may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMFED may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Price Bid. Failure of the Bidder to comply with the request of OMFED by the date specified therein, may result in the rejection of its Bid. OMFED, however, is not bound to waive such non-conformity under this Clause 8.16.2.
- 1.58 Bid preparation cost: 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 OMFED or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMFED 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.
- 1.59 Opening of Techno-Commercial Bids: The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 1.60 Evaluation of Techno-Commercial Bids:
- 1.60.1 The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionalities or reservations.
- 1.60.2 A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMFED, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 1.60.3 If required, OMFED may ask Bidders to provide clarifications on the uploaded documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or



illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder in the Upload Shortfall document section of the e-procurement portal or shall be submitted through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for uploading on the e-procurement portal/ submitting the requisite shortfall documents through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD. No modification of the bid or any form of communication with OMFED or submission of any additional documents, not specifically asked for by OMFED will be allowed and even if submitted, they may not be considered by OMFED. The Authority inviting Bid is not bound to accept/ consider any additional document submitted by the Bidder on his/ her/ its own will, without being called for to do so.

1.60.4 The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Chapter 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.15.1.

1.60.5 The Techno-Commercial Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.19.6 and a Technical Marks shall be assigned to each such Techno-Commercial Bid. Techno-Commercial Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Techno-Commercial Bids which fulfill the above criteria and which receive Technical Marks of 70 (seventy) or higher out of 100 shall be considered to be technically qualified bids.

1.60.6 The Technical Scoring criteria is specified below:

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
1	Technical capability	55		
1A	Bidder should have successfully Conceptualized /Developed/implemented/ upgraded large scale solution/application/ processes for Supply chain management/ Production or Operation Management/ Procure to Pay process/	20	a) 10 marks b) Additional 2.5 marks for each additional project subject to maximum of 10 additional marks.	Copies of the relevant contracts and Work Orders containing the scope of services, the value of the contract or Work Order and completion certificate/Go Live certificate from their clients, regarding

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	<p>Source to Pay process/Distributor Management/Logistics Management/Supply chain Management/ Customer relationship Management in Dairy Cooperative/Agri/Food & Beverage /Distilleries/Manufacturing industry during the last 5 years</p> <p>a) As per Eligibility Criteria 7.1.A</p> <p>b) Additional project of value not less than 05 Crore</p> <p>Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)</p>			<p>successful completion of the services.</p> <p>In case the completion certificate/Go Live certificate is not available from the client/ employer, certificate signed by the statutory auditor of the bidder, certifying Scope and value of Similar Completed Services shall be submitted.</p>
1B	<p>Number of projects successfully completed for Development/ implementation/ upgradation of ERP solution/application in Dairy cooperative/Distilleries/Manufacturing</p> <p>Applicable 5 (five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e., FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 and FY 2023-24)</p>	10	2.5 marks for each project subject to maximum of 10 marks	<p>Copies of the relevant contracts and Work Orders containing the scope of services, the value of the contract or Work Order and completion certificate/Go Live certificate from their clients, regarding successful completion of the services.</p> <p>In case the completion certificate/Go Live certificate is not available from the client/ employer, certificate</p>

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
				signed by the statutory auditor of the bidder, certifying Scope and value of Similar Completed Services shall be submitted.
1C	Qualification & Experience of the manpower to be deployed for advisory services			
i)	Qualification & Experience of the Programme Manager Qualification a. Graduate- 1 Mark b. Post-Graduate- 1.5 Marks Experience a. up to 12 years of experience- 1 Mark. b. more than 12 years of experience- 1.5 Marks	3		Basis submitted profiles of manpower to be deployed for advisory services as per Annexure 15
ii)	Qualification & Experience of the Sector/Domain Expert Qualification a. Graduate- 1 Mark b. Post-Graduate - 2 Marks Experience a. up to 12 years of experience in Dairy sector- 1 Mark. b. more than 12 years of experience in Dairy sector - 2 Marks	4		Basis submitted profiles of manpower to be deployed for advisory services as per Annexure 15
iii)	Experience of the Functional Consultant	8		Basis submitted profiles of manpower to be deployed for advisory

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	a. up to 7 years of relevant experience- 1 Mark/ Consultant. b. more than 7 years of relevant experience- 2 Mark/ Consultant.			services as per Annexure 15
1D	No. of Professionals in the payroll of the bidder since last one year as on bid publication date a) 500-1000 b) 1001-5000 c) More than 5000	10	a) 2.5 marks b) 5 marks c) 10 marks	Declaration on company letter head by Head of the company certifying the number of professional with Name, Employee id and EPF number
2	Financial Capability	15		
2A	Average financial turnover of the Bidder during the last 3 (three) financial years a) 100-500 Crore b) >500-1000 Crore c) More than 1000 Crore Applicable 3 (three) years – FY 2021-22, FY 2022-23 and FY 2023-24	15	a) 5 marks b) 10 marks c) 15 marks	Copies of audited financial statements / Turn over certificate by CA with UDIN
3	Approach and methodology/ presentation/ interview	30		
3A	Technical presentation to be given by bidders <ul style="list-style-type: none"> • Bidder's understanding of the project and domain • Approach & methodology • Comprehensiveness of the implementation plan 	15	Only those bidders who will fulfil the Eligibility criteria (as given in Chapter 7) would be asked to give a presentation on their proposal. The venue of the presentation shall be OMFED office. Copy of Presentation to be submitted at least one day before the declared date of presentation through mail to omfed@yahoo.com	

Sl. No.	Criteria	Maximum score	Marking scheme	Documents to be submitted in the Techno-Commercial Bid
	<ul style="list-style-type: none"> • Support & maintenance and exit Plan • Risk management & mitigation plan 			
3B	Demo of Solution/system/application/products being offered to OMFED	15	System Demo of the product demonstrating of at least critical modules which shall be given on the day of the presentation at OMFED office.	
Technical Marks		100		

1.60.7 The bidder who obtains the highest Technical Marks as per clause 8.19.6. shall be assigned a Technical Score, Ts of 100. All other technically qualified bidders shall be assigned a Technical Score, Ts based on the following formula

$$T_s = 100 \times \frac{\text{Total technical marks awarded to the bidder}}{\text{Highest technical marks awarded among the technically qualified bidders}}$$

1.61 Opening and Evaluation of Price Bids

1.61.1 The date and time of opening of the Price Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Price Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.15.2.

1.61.2 The lowest Price Bid as determined in terms of the clause 8.20.1 above shall be assigned a Financial Score, Fs of 100. All the other Price Bids corresponding the Technically acceptable bids shall be assigned a Financial Score, Fs based on the following formula:

$$F_s = 100 \times \frac{\text{Lowest Price Bid received among the technically qualified bidders}}{\text{Evaluated Bid price}}$$

1.62 Preferred Bidder:

8.21.1 Preferred Bidder shall be selected through QCBS (Quality cum cost-based system) method. The technical and price bids will be given weightage in the ratio of 70:30.

The Combined Evaluated Bid Score, B shall be calculated as follows:



$$B = Ts \times 70\% + Fs \times 30\%$$

Where,

Ts – Technical score

Fs – Financial score

The Bidder who achieves the **Highest Combined Evaluated Bid Score** will be ranked as H-1 and rest of the bidders will be ranked sequentially basis Combined Evaluated Bid Score as H-2, H-3 and so on.

The Bidder who achieves the **Highest Combined Score (H-1)** shall be the Preferred Bidder.

LoA shall be issued to the Preferred Bidder. OMFED reserves the right to negotiate the price with the Preferred Bidder before issuance of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 7 (seven) days of issue thereof and submit the Performance Security within 15 (fifteen) days of issue of LOA, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMFED.

1.63 Tie-Bidders:

In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have the same Combined Score, the Bidder with the highest Technical Marks shall be considered as the Preferred Bidder.

1.64 Signing of Agreement: Within 15 (fifteen) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be forfeited and appropriated by OMFED. In such a case, OMFED reserves the right to approach the technically qualified Bidder(s) who has submitted the next lowest Price Bid and ask such Bidder(s) to match the L1 price and on acceptance of the same, issue a fresh LoA to such Bidder and proceed with such Bidder in terms of Clause 8.21. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the “Successful Bidder” or Selected Service-Provider/Agency/Vendor. The pro-forma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, OMFED shall issue Service Order(s) to the Successful Bidder.

1.65 Performance Security: The formula for calculating the amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at the Head Office, OMFED upon issue of LoA within a period of 15 (fifteen) days. Performance Security shall be in the form of a Bank Guarantee from any Nationalised/Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and



payable in Bhubaneswar, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalised/ Scheduled bank at Bhubaneswar.

The Performance Security will be valid for 15 (fifteen) months for each Contractual Year and the Performance Security shall be extended and adjusted for the next Contractual Year upon receiving the letter from OMFED to commence the subsequent Contractual Year's operation. The Performance Security shall be valid for the entire contract period. The Performance Security shall be released on completion of the scope of services and shall be released after a period of 60 (sixty) days post completion of the scope of services, as evidenced by issue of completion certificate by OMFED designated officer/ key contact for this contract.



Additional Instructions to Bidders

1.66 Site-visit:

1.66.1 Bidders may visit various locations such as Societies, Chilling centres, Factories, Retailer/Distributor etc. and apprise themselves of the site conditions and its surroundings and obtain for itself, on its own responsibility, all information that may be necessary for preparing their Bids.

1.66.2 Bidders shall bear their own costs and make their own arrangements required for visiting the Site. OMFED will only facilitate their visit.

1.66.3 Bidders who are interested to visit the site shall inform the Nodal Officer mentioned in the Data Sheet at least 1 (one) day before scheduled date of the site visit, along with the names and contact numbers of their representatives who would be participating in the site visit after due approval from OMFED.

1.66.4 It shall be deemed that, the bidder has visited all the associated sites/areas and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto whether he actually visits the site/area or not and has taken all the factors into account while quoting his rates and prices.

1.67 Pre-bid meeting:

1.67.1 A pre-bid meeting shall be organized by OMFED; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMFED by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMFED shall then send the invite for the pre-bid meeting to the email-ids that OMFED would be receiving.

1.67.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.

1.68 Consortium Operating Agreement

- 1.68.1 In case the Bidder is a Bidding Consortium, the Bidder shall be required to furnish a legally enforceable Consortium Operating Agreement in original as per the format enclosed at Annexure 16 hereof. The Consortium Operating Agreement (COA) may not be amended, modified and /or superseded by any agreement, deed or document by the Consortium Members.
- 1.68.2 In case of Bidding Consortium, the Authorized Signatory shall be from the Lead Member. The Bidder shall furnish the original Power of Attorney(ies) in favor of Authorized Signatory, signed by Authorized Signatories of both the members of the Bidding Consortium backed by a copy of Board Resolutions /other relevant documents, affixed with common seal of company, to demonstrate the authority of the persons issuing the Power of Attorney.
- 1.68.3 The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of any and all members of the Bidding Consortium and entire correspondence throughout the Contract Period. All payments under the Agreement shall be made to the Lead Member only.
- 1.68.4 In case of a Bidding Consortium, the Bid Security shall be provided by the Lead Member of the Bidding Consortium, and in the event of award to Bidding Consortium, the Performance Security shall be submitted by the Lead Member only.
- 1.68.5 In case the Preferred Bidder is a Bidding Consortium, the Agreement shall be signed by the Authorized Signatory of each Consortium Member and both shall remain jointly and severally bound by the terms and conditions of the Agreement and shall be responsible and liable to OMFED for the performance of all contractual obligations throughout the Contract Period.

Additional Information on E-tendering process

- 1.69 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in). All the steps involved starting from hosting of tenders till determination of the Preferred Bidder shall be conducted online on the e-procurement portal.
- 1.70 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 1.71 Deleted
- 1.72 The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 1.73 Procedure for bid submission and payment of Tender Paper Fee and EMD
- 1.73.1 **Log on to e-procurement portal:** The Bidders have to log onto the e-procurement portal of the Government of Odisha (www.tendersodisha.gov.in) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- 1.73.2 **Uploading of the Techno-Commercial Bid and the Price Bid:** The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document. OMFED will not be responsible for any internet issues. Therefore, the bids shall be submitted much before the closing date and time. No complaint shall be entertained by OMFED regarding internet issues on the last date of submission of Bids.
- 1.73.3 **Payment of Tender Paper Fee and EMD:** Tender Paper Fee and EMD shall be paid using a separate banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of

designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary.

Only those Bidders who successfully remit their EMD on submission of bids would be eligible to participate on the tender/bid process. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.

- 1.73.4 **Bid submission:** Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- 1.73.5 **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
- 1.73.6 **Settlement of EMD on submission of bids:** The Bank will remit the Earnest Money Deposit on cancellation of bids to respective Bidder's account as per direction received from Tender Inviting Authority through e-procurement system.
- 1.73.7 **Forfeiture of EMDs:** The forfeiture of EMD on submission of bid of defaulting Bidder may be occasioned for various reasons. In case the EMD Deposit on submission of bid is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority, i.e. OMFED.
- 1.74 **Price Bid:** The price bid containing the bill of quantity will be in Excel format (or any other format) and will be uploaded by OMFED during tender creation. This will be downloaded by the Bidder and will be used to quote the Price Bid, inclusive of all taxes & duties etc. Thereafter, the Bidder will upload the same Excel file during bid submission in Cover-II. The L1 price will be decided for module as stipulated in the tender. The Price Bid of the Bidders will have no conditions. The Price Bid which is incomplete and not submitted as per the instructions given shall be summarily rejected by OMFED without any further reference to the Bidder.
- 1.75 **Modification of bids:** Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times

as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.

- 1.76 **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMFED with their Digital Signature Certificates. The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMFED.
- 1.77 **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 8.19. If required, OMFED may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under “Upload shortfall document/information” link or through email. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMFED or submission of any additional documents which are not specifically asked for by OMFED, will be allowed and even if submitted, they will not be considered by OMFED. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder’s responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents in the Upload Shortfall document section of the e-procurement portal or through email within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMFED shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 1.78 Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMFED with their Digital Signature Certificates. The Bidders may view the price bid opening online remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

- 1.79 A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMFED opening the Price Bids and submitted to the competent authority of OMFED for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 8.21.
- 1.80 Upon approval and completion of the due process of OMFED, the Preferred Bidder shall be issued the LoA in terms of Clause 8.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

Annexure 1: General Conditions of Contract-Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the Service Provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order / Agreement and all attached exhibits and documents referred to therein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by OMFED;
- 1.4. "Service Provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by OMFED) representatives, heirs, executors, administrators and permitted assignee as the case may be;
- 1.5. "Services" means the services specified in the Service Order which the Service Provider has agreed to supply under Service Order / Agreement;

2. Scope of Services

- 2.1. Scope of Services shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMFED.
- B) All the work shall be carried out under the direction of and to the satisfaction of OMFED.



- C) All communications including technical/commercial clarifications and/or comments shall be addressed to OMFED shall always bear reference to the Service Order / Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to OMFED.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the LoA, the Service Provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), OMFED reserves the right to cancel the LoA and forfeit the EMD.
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the Service Provider's bid and all previous correspondence.
- 4.3. The Service Order/ Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order / Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by OMFED by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order / Agreement.
- 5.2. OMFED shall not be bound by any printed conditions or provisions in the Service Provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order / Agreement.



6. Use of Service Order / Agreement Documents & Information

- 6.1. The Service Provider shall not, without OMFED's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of OMFED in connection therewith, to any person other than a person employed by the Service Provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service Provider shall not, without OMFED's prior written consent, make use of any document or information enumerated in Clause 6.1 except for purpose of performing the Service Order / Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Service Provider hereby warrants that the use of the services delivered hereunder will not infringe claims of any patent covering such service and Service Provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against OMFED based on any such alleged patent infringement and to pay all costs, expenses and damages which OMFED may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The Service Provider shall indemnify OMFED against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the Service Provider.
- 7.3. Service Provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely OMFED from any claims/penalties arising out of any infringements.

8. Performance Security

- 8.1. The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Bid document.
- 8.2. The Performance Security shall be for due and faithful performance during the period of execution of the services and is liable for forfeiture in the following cases:
- If the successful Bidder fails to undertake the work after issuance of LoA, or
 - If the Service Provider abandons the work before its completion or during its extended period, or
 - If the work performed by the Service Provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the Service Provider.



- 8.3. The proceeds of Performance Security shall be appropriated by OMFED as compensation for any loss resulting from the Service Provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies OMFED may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the Service Provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. OMFED's claim period shall remain valid for two months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.
- 8.5. For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

9. Delivery of Services

- 9.1. Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery terms are binding and essential and consequently, no delay is allowed without the written approval of OMFED. Any request concerning delay will be null and void unless accepted by OMFED.

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by OMFED.



10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

11. Subcontracting /out-sourcing/ sub-letting/ Assignment

11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from OMFED for the services for which such subletting is sought. However, OMFED management reserves the full right to refuse any such approval to the Service Provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the Service Provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Data Integrity

12.1. **Data Integrity:** The Bidder shall ensure the accuracy, completeness, and integrity of all Data provided to or generated by the Bidder.

12.2. **Data Protection:** The Bidder shall implement and maintain adequate technical and organizational measures to protect Data against unauthorized access, disclosure, alteration, or destruction.

12.3. **Data Retention:** The Bidder shall retain Data from the date of initiation of the Services.

12.4. **Data Return:** Upon completion of the Services or termination of this Agreement, the Bidder shall return all Data to the OMFED in a format specified by the OMFED.

12.5. **Confidentiality:** The Bidder shall keep all Data confidential and shall not disclose it to any third party without the prior written consent of the OMFED.

12.6. **Warranty:** The Bidder warrants that all Data provided to or generated by the Bidder shall be accurate, complete, and free from errors.

12.7. **Liability:** The Bidder shall be liable for any damages or losses suffered by the OMFED as a result of any breach of this Data Integrity Clause.

12.8. **Compliance:** The Bidder shall comply with all applicable laws, regulations, and standards related to data protection and integrity.



12.9. **Audit:** The OMFED shall have the right to audit the Bidder's data management practices to ensure compliance with this Data Integrity Clause.

13. Penalties for Breaching Data Integrity / Confidentiality

13.1. Financial Penalties

13.1.1. In the event of a breach of the Data Integrity Clause 12, the Bidder shall pay to the OMFED an amount of ₹1,00,000.00 (One Lakh) for each occurrence of a breach.

13.1.2. The bidder shall indemnify all losses caused to OMFED due to breach of data Integrity / Confidentiality. OMFED has all rights to evaluate/quantify such losses for this clause.

13.2. Termination and Suspension

13.2.1. **Termination:** In the event of a material breach of the Data Integrity Clause, the OMFED may terminate this Agreement upon written notice to the Bidder.

13.2.2. **Suspension:** The OMFED may suspend the Bidder's access to Data and/or suspend the performance of Services until the breach is cured.

13.3. Reputation-Related Penalties

13.3.1. **Public Disclosure:** The OMFED may publicly disclose the breach, including the Bidder's identity.

13.3.2. **Loss of Business:** The Bidder may forfeit future business opportunities with the OMFED.

13.4. Other Penalties

13.4.1. **Audit Costs:** The Bidder shall reimburse the OMFED for all costs associated with auditing the Bidder's data management practices.

13.4.2. **Corrective Action Costs:** The Bidder shall reimburse the OMFED for all costs associated with correcting the breach.

14. Cancellation of Service Order / Agreement

14.1. If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document within the stipulated timeframe, OMFED shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other Service Provider at the risk and cost of the said Service Provider after giving 30 days' notice to the Service Provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated by OMFED if:

- i) There is a force-majeure situation,
- ii) Service Provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between OMFED & Service Provider during the Service Order / Agreement execution,
- iv) The Service Provider defaults in proceeding with the work as per the milestones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The Service Provider or firm or any of the partner represented by the Service Provider, in the subject Service Order / Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The Service Provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The Service Provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.
- ix) In case of Consortium, if the lead consortium partner or partner responsible for the aforementioned services exits the contract at any given time during the contract period.
- x) Breach of Data Integrity or Confidentiality.

Termination of the agreement shall not relieve the Service Provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any provisions of the agreement expressly limiting the liability of the Service Provider, shall not relieve the Service Provider of any obligations or liability for loss or damage to OMFED arising out of or caused by acts or omissions of the Service Provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, OMFED reserves the right to deduct/impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. OMFED reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMFED for the non-performance by the Service Provider. OMFED may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMFED shall be final. This notice shall be in accordance with Clause 12.1.



15. Right to risk for procurement / rendering of services

If the Service Provider fails to fulfill the terms and conditions of the Service Order / Agreement, OMFED shall have the right to procure the services from any other party for the execution/ completion of the scope of services under the Service Order / Agreement and recover from the Service Provider all charges/expenses/losses/damages which may be suffered by OMFED, at the risk and cost of the Service Provider, after giving 15 (fifteen) days of notice to the Service Provider. This will be without prejudice to the rights of OMFED for any other action including termination of the Service Order / Agreement.

16. Force Majeure

16.1. "Force Majeure Event" means any event or circumstances or combination of events or circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

16.2. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

16.3. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is unable to perform the same on account of such Force Majeure Event.

16.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

17. Dispute Resolution

- 17.1. Any dispute, difference or controversy of whatever nature howsoever arising under, or out of, or in relation, to this tender or the Service Order / Agreement (including its interpretation) between OMFED and the Service Provider, and so notified in writing by either party to the other party shall, in the first instance, be attempted to be resolved amicably and the parties agree to use their best efforts for resolving all disputes arising under or in respect of this tender promptly, equitably and in good faith. In the event of any dispute between the parties, it is agreed that a discussion shall be held between the Service Provider and OMFED within 7 (seven) days from the date of reference to discuss and attempt to amicably resolve the dispute. If such meeting does not take place within the 7 (seven) day period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, either party may forthwith give to other, a notice in writing of the existence of such question, dispute or difference of opinion and same shall be referred to the adjudication of two arbitrator one to be nominated by the OMFED and other to be nominated by the bidder and both the arbitrator shall appoint a presiding arbitrator and the award passed by the arbitration tribunal shall be final and binding on the parties.

The provisions of the Arbitration and Conciliation Act of 1996 and the rules there under or any statutory modification or re-enactment thereof for the time being in force shall be governed during the proceeding.

The venue of such arbitration shall be Bhubaneswar, Odisha.

- 17.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Bhubaneswar shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

18. Governing Language

The Service Order / Agreement shall be written in English language as specified by OMFED in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

19. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

20. Permits & Certificates

20.1. Service Provider shall procure, at his expense, all necessary permits, certificates and licences required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service Provider further agrees to hold OMFED harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

21. General

21.1. The Service Provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service Provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

21.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

21.3. Losses due to non-compliance of Instructions

Losses or damages occurring to OMFED owing to the Service Provider's failure to adhere to any of the instructions given by OMFED in connection with the contract execution shall be recoverable from the Service Provider.

21.4. Recovery of sums due

All costs, damages or expenses which OMFED may have paid, for which under the Service Order / Agreement, the Service Provider is liable, may be recovered by OMFED (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service Provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service Provider be not sufficient to recover the recoverable amount, the Service Provider shall pay to OMFED, on demand, the balance amount.



22. Liability and Indemnity

22.1. Service Provider shall indemnify, defend and hold OMFED harmless against:

- a) any and all third party claims, actions, suits or proceedings against OMFED, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the Service Provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of the Service Order / Agreement, or breach of statutory duty on the part of OMFED, its suppliers and Service Providers, employees, servants or agents; and
- b) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by OMFED from third party claims arising by reason of breach by the Service Provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of OMFED, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- c) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to OMFED. The Service Provider shall not utilize OMFED's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to OMFED and in which case, the Service Provider shall be liable to OMFED to pay compensation to the full extent of damage / loss and undertake to pay the same.

22.2. OMFED remains indemnified (even if the Service Order / Agreement ends pre-maturely) towards all or any obligations due to OMFED by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

23. Publicity & Advertising

Service Provider shall not without the written permission of OMFED make a reference to OMFED or any Company affiliated with OMFED or to the destination or the description of



goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

24. Holiday Listing/Banning/Blacklisting

24.1. Circumstances of Holiday Listing

Holiday Listing of a business concern/entity or supplier may be resorted to in following cases:-

- i. not responded to request for quotations/tenders consecutively 3 times without furnishing a valid reason,
- ii. performance is below specified standard and/or below approved /specified limits,
- iii. the service provider is undergoing any process for removal from registration and consequently banning and blacklisting

24.2. Circumstances of Banning

Banning of a business concern/entity or supplier may be resorted to in following cases:-

- i. If security consideration of the state i.e. any action that jeopardize the security of the State.
- ii. If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.
- iii. If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- iv. If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMFED has received notice from the concerned department of Central / State Govt.
- v. If submission of false/fabricated/forged documents for consideration of a tender
- vi. Any other violation as may be decided by the competent authority

24.3. Circumstances of Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases:-

- i) If security consideration of the state i.e. any action that jeopardize the security of the State.
- ii) If there is justification for believing that the Proprietor or Partner or Director of the Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.

- iii) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- iv) If the business concern/entity is a concern/entity evader of Central / State taxes / duties for which OMFED has received notice from the concerned department of Central / State Govt.
- v) If violation of important conditions of contract/agreement.
- vi) If submission of false/fabricated/forged documents for consideration of a tender

25. Insurance

- 25.1. The Service Provider shall, at its cost and expense, purchase and maintain, during the contract period, all insurances covering all risks, damages, loss etc. in respect of the manpower, equipment, instruments etc. that are being deployed or installed by the Agency for execution of the contract. The insurance cover shall be in favour of the agency and valid from the start date of the contract to the end of Operational support & Maintenance Period. Insurance shall cover personnel injury or death
- 25.2. Policies and certificates for insurance shall be delivered by the Service Provider to the Officer-in-Charge/Head of Department or his nominee if asked by the concerned nodal person. All such insurances shall provide for compensation to be payable in the types and proportions of currencies required to rectify the incurred loss or damage.

26. Statutory and Legal requirements

- 26.1. The Service Provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.
- 26.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, gratuity, retrenchment, leave and leave encashment, health care, uniform and compensation to its employees and workmen.
- 26.3. The Service Provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of OMFED. The Service Provider has to maintain close liaison and cordial relations with the local people and the unions.

27. Compliances to policies and standards adopted or to be adopted by OMFED

The Service Provider shall abide by and ensure compliance with the following policies and standards adopted or to be adopted by OMFED:

- 27.1. Social accountability standard SA8000 standard – The Service Provider shall ensure that all SA8000 certification requirements applicable to it are met by it at its own costs. The Successful Bidder shall fill and submit the signed copy of Annexure – 17 “SA 8000 Compliance” format before signing of the Agreement.
- 27.2. ISO certification: OMFED is an ISO 9001: 2000 certified organization. The Service Provider shall ensure that all certification requirements applicable to it are met by it at its own costs and to the satisfaction of OMFED and the certifying authority.

28. Safety

- 28.1. The Service Provider shall comply with all the stipulations and requirements of applicable safety laws as applicable and relevant to its scope of services. The Service Provider shall at all times be responsible to carry out all operations as per the extant applicable laws. The Service Provider shall ensure that its operations create no hazards or disturbance for the surrounding inhabitants and areas.
- 28.2. OMFED may from time to time inspect the safety practices employed by the Service Provider and the Service Provider shall comply with the recommendations/ directions made by OMFED as a result of such inspection report.
- 28.3. During the course of the contract period, if any accident occurs whether major or minor in which the Service Provider or its employees are involved or are responsible, the Service Provider shall immediately inform OMFED without any delay.
- 28.4. The Service Provider shall indemnify OMFED from any liability falling on OMFED due to any accident, whether minor or major, or by any act of commission/omission by the Service Provider or by its representatives or by its employees. If OMFED is made liable for any such claim by the court of law or any other authority, the same shall be reimbursed to OMFED by the Service Provider as if OMFED has paid on their behalf. The same shall be adjusted from the invoices payable by OMFED to the Service Provider, if not paid within a period of 30 (thirty) days of such payment being made by OMFED.



Annexure 2: Special Conditions of Contract

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

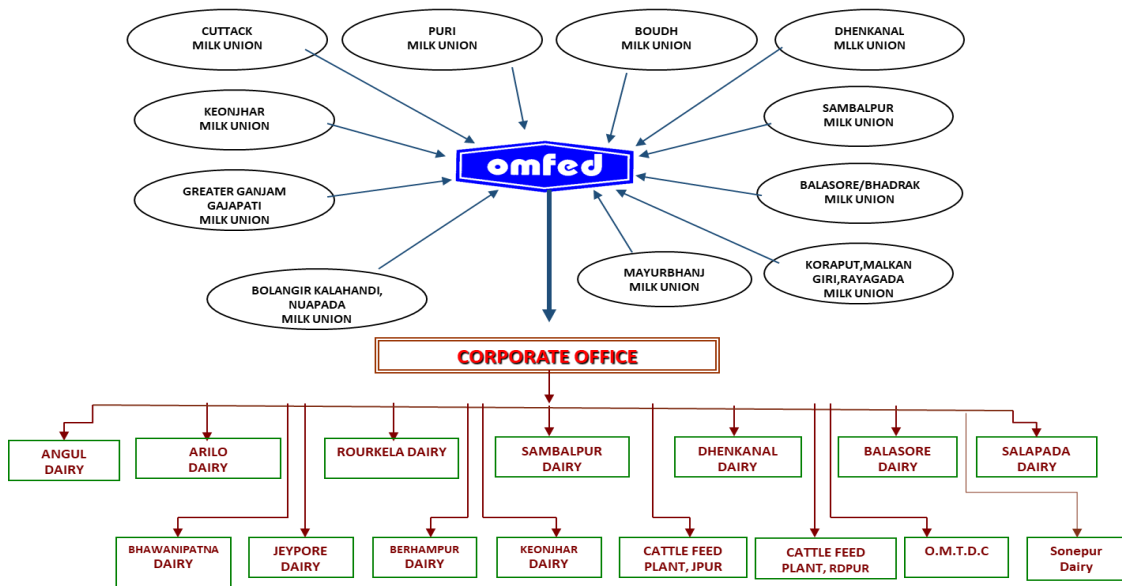
2. Overview

The Odisha 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 includes promoting, production, procurement, processing, and marketing of milk & milk products for economic development of the rural farming community in Odisha.

OMFED is part of three tier structure with Cooperations/ Societies on one end of the structure and the federation on the other end.

Farmers – Cooperations/ Societies -- Unions -- Federations



OMFED has 12 factories across the state of Odisha to process milk and milk products along with 42 distributors, 4900 agencies (booths), 4 OMFED owned & operated parlors, 8 OMFED owned vehicles along with 260 other marketing vehicles for last mile sales and marketing.

Expected a 4 billion liters of market in Odisha. Currently OMFED has 40% of the market share in Odisha.

3. Background and pain points to be addressed:

3.1. Background

As part of business transformation initiative, OMFED is planning to revamp its digital landscape to enhance production efficiency, the ease of operation, reduction of wastage in the entire value chain starting from farm input, milk production, & milk processing, ensure transparency & accountability and enhance better collaboration among its stake holders.

Further, Decision making with real time data and advanced analytics help automate activities such as order tracking, inventory management, payments tracking and sales growth and facilitate better understanding of customer purchase patterns.

On these lines, OMFED would like to have an Integrated Dairy Management System (IDMS), an enterprise solution to integrate end to end operations, thereby improving the operational efficiency and ensuring timely service delivery to Milk Producers, Consumers and Suppliers and thus keeping the selling cost under control. The major objectives of IDMS are:

- Harness Information Technology (IT) to make the operations of the Department/ Sections more transparent and accountable.
- Minimization the Turn Around Time (TAT) of services Introduction of multiple service delivery options.
- Ensuring proper budgeting of receipts and proper monitoring of ways and means of Saving time in the process of accounts reconciliation through comprehensive automation, reducing human intervention to the optimal levels.
- Demystify and reengineer few non-values adding areas and optimizing efficiency, comprehensive business process reengineering.
- Creation of process level interface with other co-functional units like different Departments and external stakeholders like Farmers, Unions, Banks etc.
- Development of a robust IT security infrastructure to maintain safety, authenticity confidentiality of transactions.
- Creation of an Institutional Framework for e-Governance in the Department.
- Simplification and streamlining of procedures through process re-engineering.



- Provide timely MIS for effective decision making.
- Transparent & citizen friendly environment Business Intelligent application with appropriate controls against vulnerability Centralization of database Paperless hassle-free operations.

On these lines, it is proposed to select an Agency for a definitive period as mentioned in the timeline, to implement IDMS for OMFED's Arilo Plant, Go-Live and post Go-Live support like bug fix, extensive user training and change management across various touchpoints in the value chain. Moreover, on successful implementation, OMFED would like to implement the same across all the other plants.

The entire scope of work primarily focuses on two pillars. The first pillar is about the Implementation of IDMS and the second pillar is related to advisory assistance to OMFED and its stakeholders during implementation and post implementation period of IDMS.

3.2. More focus on addressing pain points:

- Overall opacity in the procurement process of milk creates barriers between Farmers & OMFED. Hence OMFED is looking for:
 - shorter payment settlement cycle for farmers,
 - data driven efficient forecasting for feed requirement,
 - better collaboration with farmers for complementary services such as veterinary care for cattle, farmer training etc. at scale
- Pilferage in the overall value chain leading to production and quality concern:
 - reduction in wastage at multiple points in the value chain leading to better production,
 - check in adulteration in milk quality during the transport from collection center to plant leading to lower levels of rejection.
- Making supply chain planning for finished goods more efficient leading to lower landed cost for better margin
- Avoid adhoc decision making (not data driven) leading to inefficiency in plant operations.



4. Scope of work

1. Design of Integrated Dairy Management System	2. Implementation of integrated Dairy Management System	3. Project & Change Management
<ul style="list-style-type: none"> • AS-IS Scenario Analysis and Gap identification • Industry Benchmarking • Identifying, Designing & Prioritizing fit for purpose digital solutions • Business Casing & solution Design 	<ul style="list-style-type: none"> • Technical Design • Implementation of the Solution • Validation including User Acceptance Testing • User Training • Support 	<ul style="list-style-type: none"> • Project monitoring & Reporting (Pilot Project & Rollout across all other Plants of OMFED) • Change Management & User Adoption

4.1. Design of IDMS

- The team would study the current stage of implementation and come up with an As-Is report which should address the reasons/gaps in full roll out of all the modules.
- Followed by the As-Is report, an implementable and practical To-Be report with a multi-stakeholder responsibility matrix to be submitted after consultation and for concurrence of OMFED and other key stakeholders.
- User Acceptance Training of entire IDMS.
- Assistance during Go-Live and Post-Go-Live phase.
- Facilitate training to all User Categories across locations.
- Preparation of User Manual documents for IDMS
- Facilitate procurement of devices, sensors and other hardware required.
- Preparation of **“Implementation plan of IDMS”** for other plants of OMFED.
- Change Management including enhancement of existing implementation.
- Assistance OMFED in multi-vendor & multi-product engagements.

4.2. Implementation of IDMS

- Implementation (System Design, Development, Validation and Go-Live) of IDMS including post-production support.
- Enhancement of IDMS as part of change management.

4.3. Project and Change Management Support of IDMS

- Project Monitoring & Reporting (Pilot Project & Rollout Across all other Plants of OMFED)
- Change Management & User Adoption



5. Deployment of Manpower for Advisory Assistance

5.1 Details of the manpower to be deployed during the entire contract period are as follows

Sl. No.	Role	Minimum Experience & Qualification	Key Responsibility
1.	Program Manager cum Technical Lead	<ul style="list-style-type: none"> • Minimum 10 Years of experience in implementation of Software/Technology solutions • Experience of handling at least 2 end to end ERP implementation project as a Project Manager • B.E./B.Tech/MCA/MBA • PMP/Prince 2/Agile/Scrum Certification is a plus 	<ul style="list-style-type: none"> • To Manage the entire project • Preparation of the BRD document • Driving the training programs for OMFED employees • Conducting SRS & UAT • Ensuring Go-live after fulfilment of all the requirement • Ensuring smooth operation of the system during support period
2.	Sector/Domain Expert	<ul style="list-style-type: none"> • Total Experience >15 Years • Minimum 10 Years of experience of leading projects in the Dairy Sector • B.E./B.Tech/B.Sc (Agri/Dairy) • M.Sc/M.Tech/MBA 	<ul style="list-style-type: none"> • Providing sector specific inputs • As-is understanding, gap analysis and requirement gathering requirement gathering • Driving Training at society and BMC level • Conducting SRS & UAT • Driving adaption of the system at society and BMC level
3.	Functional Consultant-Procurement	<ul style="list-style-type: none"> • Minimum 5 Years of experience of preparing commercial contracts, market assessment, procurement planning & strategy, digitalization of procurement process etc. • B.E./B.Tech • MBA in Operations/ IT/ Sales & Marketing 	<ul style="list-style-type: none"> • Study as is process and Identify gap in the procurement process. • Provide procurement related inputs during SRS and UAT to adopt best practices across industries • Overseeing implementation of the procurement module of the system

			<ul style="list-style-type: none"> • Support in procurement of all the hardware required for the system • Streamlining and standardization of the procurement process • Preparation of the SOP for the procurement section
4.	Functional Consultant- Processing/ Operations	<ul style="list-style-type: none"> • Minimum 5 Years of experience in operations excellence, process redesign, change management, Demand forecasting, sales & operation planning etc. • B.E./B.Tech/MBA • Six Sigma- Green Belt Certification 	<ul style="list-style-type: none"> • Study as is process and Identify gap in the processing across plants • Provide operation/process related inputs during SRS and UAT to adopt best practices across industries • Inventory management strategy finalization • Overseeing implementation of the processing module of the system • Streamlining and standardization of the processing across plants • Preparation of the SOP for the processing section
5.	Functional Consultant- Logistics/ Transportation	<ul style="list-style-type: none"> • Minimum 5 Years of experience in network optimization, logistics transformation or cost optimization etc. • B.E./B.Tech/MBA 	<ul style="list-style-type: none"> • Study as is process and Identify gap in the transportation and logistics section • Provide transportation and logistics related inputs during SRS and UAT to adopt best practices across industries • Overseeing implementation of the Transportation module of the system • Streamling and standardization of the transportation across plants • Preparation of the SOP for the Transportation section

6.	Functional Consultant-Sales & Marketing	<ul style="list-style-type: none"> • Total Experience >10 Years • Minimum 5 Years of experience is sales transformation, GTM/RTM Strategy, Revenue enhancement, salesforce effectiveness, sales forecasting etc. in FMCG/Dairy Cooperative/Agri industry • B.E./B.Tech/MBA 	<ul style="list-style-type: none"> • Study as is process and Identify gap in the Sales & Marketing section • Provide Sales & Marketing related inputs during SRS and UAT to adopt best practices across industries • Identify customer pain points and prepare strategy for grievance redressal and enhancing customer satisfaction • Overseeing implementation of the Sales & Marketing module of the system • Streamlining and standardization of the Sales & Marketing function across plants • Preparation of the SOP for the Sales & Marketing section
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- 5.2 The Bidders shall submit profiles of the manpower to be deployed during the engagement as per Annexure 15.
- 5.3 The Bidder has to engage 01 Software Architect (Techno-Functional) suggested by OMFED.
- 5.4 The service provider may engage additional manpower for advisory services basis requirement with prior written approval from OMFED and same rate, terms & condition for similar category of manpower.

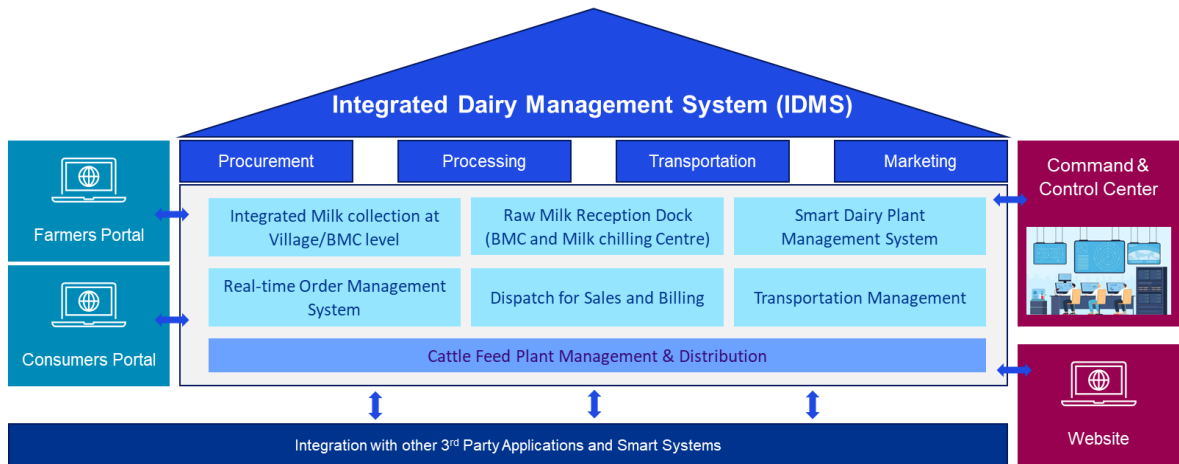
6. Detailed Scope of Work

6.1. Functional Scope

OMFED has envision a system for Integrated Dairy Management. The goal of implementing Integrated Dairy Management System(s) is to digitalize the operations of OMFED and other stakeholders in the value-chain, thereby improving the operational efficiency and ensuring timely service delivery to Milk Producers, Consumers and Suppliers etc. This would help in elevating the service delivery standards and internal process level efficiency of the Department/ organization(s) and to proliferate the benefits of IT enabled Governance to all the federation units located in different geographies and to its various interfacing Department's operations. Further this would enable both the consumers and producers to avail the portfolio of services provided by the organization through this initiative.



Solution Landscape

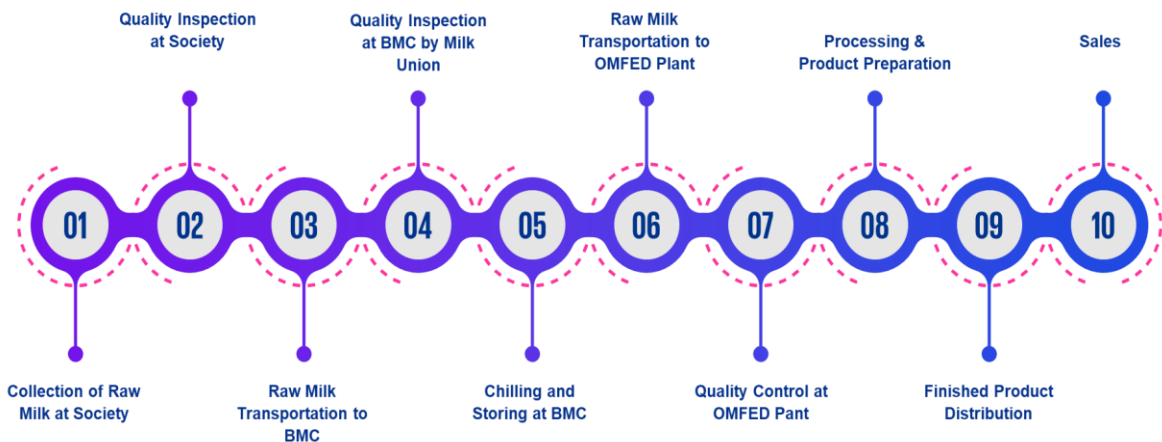


■ Not part of this scope

Key Processes in considerations are:

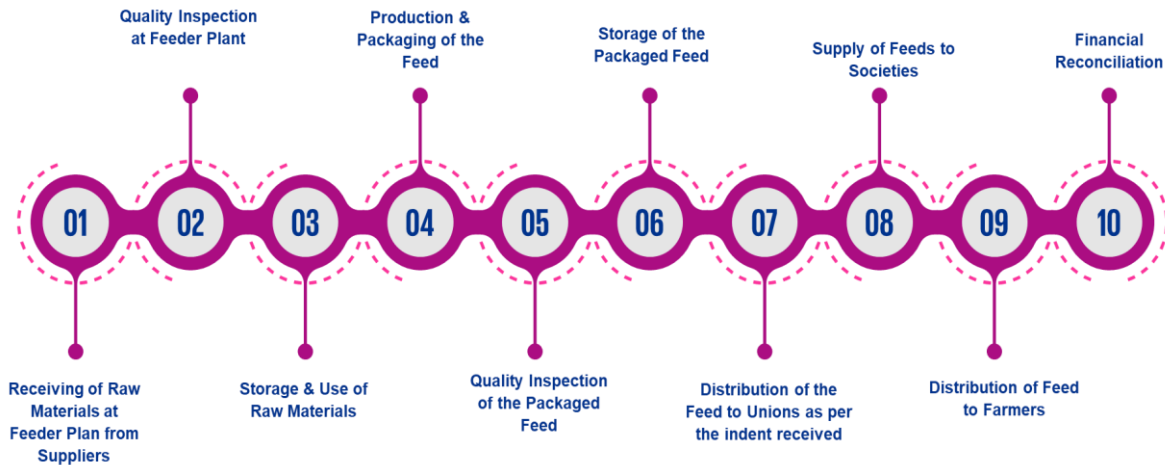
1. Procurement
2. Processing
3. Transportation
4. Marketing

Process Touchpoints – Milk & Products



Integrated Dairy Management System shall encompass the above-mentioned key processes. The modules as part of the system must have the capability to flow the data seamlessly across the process and have the provision to be integrated with other systems and devices to exchange required data seamlessly.

Process Touchpoints – Feed from Plants to Farmers



Integrated Dairy Management System is expected to include the above flow of feed to farmers.

Key Functional Modules across the touchpoints

Key modules of IDMS:

1. Integrated Milk collection at Village/BMC level
2. Raw Milk Reception Dock (BMC and Milk chilling Centre)
3. Smart Dairy Plant Management System
4. Real-time Order Management System
5. Dispatch for Sales and Billing
6. Cattle Feed Plant Management & Distribution
7. Transportation Management

Key Stakeholders in the value chain:

1. Farmers
2. Cooperations/ Societies
3. Milk Unions
4. OMFED
5. Retailers and Distributors
6. Consumers
7. Statutory Bodies

Please refer Appendix 1 for detailed indicative functional scope.

6.2. Technical Scope

Sl. No.	Details
1	IDMS to be a device agnostic web and mobile application hosted on cloud.
2	The data shall reside within the geographical boundary of India.
3	Both the applications must be easy to use, intuitive and user friendly.
4	The System must be compatible with the latest versions of web browsers viz. Google Chrome, Firefox, Microsoft Edge, Safari etc.
5	Must have a well-defined workflow mechanism.
6	Should have the ability to scale up with additional requirements around users, sections, features, mines etc. as part of future enhancements.
7	Should have the ability to extend, modify and integrate with other application(s) in the future without a reliance on single company/ vendor/ team.
8	Must have defined, genuine licensing model for the software used in the development of the application.
9	Have training manuals and structured training sessions for various categories of user and necessary stakeholders.
10	Required users from OMFED and others must be able to login to the portal using unique User-ID and Password.
11	User Management: Both the Web Application as well as the Mobile App should have user and roles management. It should the following: <ul style="list-style-type: none">• Defining various types of users and their role such as Admin, DCSs, Famers, BMC, Labs, Dairy Plants.• Tagging of each role to certain types of users.• Creating and managing the login credentials.• Profile updating of users by admin or by individual users.

	<ul style="list-style-type: none"> • User access management.
12	The System must have real time monitoring tools with Dashboard for higher level supervision at OMFED.
13	Export and Import: <ul style="list-style-type: none"> • The product shall have the capabilities to export the data on to file (.csv and .pdf) • The product shall have the capabilities to import the data from to external file (.csv and .pdf) as bulk upload.
14	The application(s) should be in English and Odia
15	Search module: <ul style="list-style-type: none"> • Search for required information like status, vehicle, inventory etc. across all modules of IDMS.
16	Access Control: <ul style="list-style-type: none"> • As an enhanced security measure, there must be role-based access to the System. User types may be admin, user etc. Admin users shall be capable of creating new users and make changes in the master if required.
17	User Specific Dashboard & Reports: <ul style="list-style-type: none"> • Software shall have an interactive dashboard with multiple MIS reports. • Reports shall be able to export to .xls/.pdf or any other format as required by OMFED. • The software shall support customization and configuration of forms that are specific to OMFED standard/ template. OMFED shall provide required formats to the selected vendor at the time of commissioning the projects. • An extended cross-platform compatible mobile app (Android and iOS Platforms) support shall be preferred to manage safety on-the-go. Mobile App shall have integrated notifications and alerts for faster response times. • The MIS reports shall have facilities like filtering and sorting. The MIS reports generated must be downloadable in at least .csv, .xls, .xlsx, .pdf formats.
18	Dashboard feature should give a quick and easy view to know overall status at various level on real time basis. It must have the following features: <ul style="list-style-type: none"> • It should display the daily status of milk collected from various societies and farmers and the quality of milk collected. • Further, it should provide status of milk transportation from DCS to BMC and then to Dairy Plant with details such as time, quality and quantity of milk. • The solution should have the option to customize dashboard based on user role.

	<ul style="list-style-type: none"> • System should have User friendly chart or dashboard on the opening screen. • The system should facilitate the creation of necessary charts (like bar charts, pie charts) to make the dashboard and reports easy to understand and highlight the trend. <p>System should provide audit Log Screen to admin user to check the activities performed by all users. The data will be available only in read-only mode.</p>
19	<p>MIS Reports (indicative):</p> <ul style="list-style-type: none"> • The Application must have the module to generate MIS for a certain period such as weekly, fortnightly, or monthly. An indicative list of reports is given below. New reports may be added in the future based on requirements. <ul style="list-style-type: none"> • Society Wise Famers Details Report. • Overall Milk Collection Report for various users – Union, Society or Famers level • Reports on Milk Transportation – DCS, BMC and Dairy Plant Level • These reports allow for comprehensive analysis and tracking of milk collection, revenue, and sales data for informed decision-making and management.
20	<p>Workflow Management & Approval:</p> <ul style="list-style-type: none"> • Proper workflow & approval mechanism to be defined for each user & Category level and movement of proposals/ requests/ approvals along with all attachments will be according to the workflow defined or forward mechanism to be implemented. • The workflow can also be triggered to users of other departments to seek their expert views/ reviews.
21	<p>Master Data Management Module:</p> <ul style="list-style-type: none"> • This module will contain all master data points. • The Master data page may include Product Master, Categories Master, Subcategories Master, User Master, User Roles and Authorization, Region and Plant Master, Panchayat - Village Master, Beneficiary Master, Checklist Master, and Agency Master etc. • Admin and concerned user shall have access to create the master data. • A proper role-based access to user will be provided to maintain data in the system.
22	<p>Integration</p> <ul style="list-style-type: none"> • The system should have the provision to be integrated with SAP/ any other ERP, IoT components, 3rd party applications etc. as per business requirement.

23	<p>Cloud Hosting</p> <ul style="list-style-type: none"> • Bidder shall provide the Managed cloud hosting services of the application on Virtual Private Cloud (VPC) cloud inside India with required data storage in data center inside Geographical Location of India. • The Data Centre shall comply with at least Tier III standard. • The Cloud service provider shall be empaneled with Ministry of Electronics & IT, GoI. • The bidder must ensure availability and uptime of the entire system landscape as per mentioned SLA parameter as mentioned under concerned section (SLA & penalty). • The bidder shall provide system architecture and cloud hosting landscape, Backup plan with all resource details before implementation of IDMS. • License/subscription will commence from actual hosting of application in production system after the Go-Live and security audit certification.
24	<p>SMS and Email Gateway</p> <ul style="list-style-type: none"> • The Web Application and the Mobile App must be integrated with the SMS and email gateway so that the farmers & all the stakeholders shall be notified at various stages of milk procurement and input activities through email / SMS.
	<p>Payment Gateway:</p> <ul style="list-style-type: none"> • There should be provision in the system for payment to various stakeholders including DBT (Direct Benefit Transfer) payment to Farmers etc. through payment Gateway.

7. Key Activities regarding Implementation of IDMS

7.1. Study of the AS IS Process shall include activities as following:

- 7.1.1. Study the activities at required locations (collection points, plants, etc.) and thereby mapping of all the upcoming tasks as per the requirement of OMFED and its stakeholders.
- 7.1.2. Map the approval, reminder, and escalation matrix along with the responsible personnel.
- 7.1.3. System Requirement Specification (SRS) document shall be created and sign-off shall be taken from OMFED.
- 7.1.4. The SRS document should have detailed process flows and all the possible use cases with description, preconditions, post conditions, objective etc.
- 7.1.5. The quantity of supply shall be finalized as per actuals after the field study, during SRS finalization.

7.2. Carry out the necessary Development/ Customization / Configuration

- 6.2.1 Development/ Customization/ Configuration should be done in a manner that it gives a reasonable assurance of upward compatibility with future versions/ feature rollouts of the application.
- 6.2.2 All the Development/ Customization/ Configuration must meet the requirements of security, performance, ease of use for operations, administration, and management.

7.3. Carry out Testing (Functional Testing, Integration Testing and UAT)

- 7.3.1. Agency shall conduct testing for the system, application and any customized components. Testing shall include, but not limited to the following (Agency may propose others, based on their strategy / methodology):

- i) Unit Testing
- ii) System Integration Testing
- iii) Facilitation of User Acceptance Testing (UAT)

- 7.3.2. Agency shall submit the test reports as part of the deliverables.

7.4. Create comprehensive training plan and provide training to all users

- 7.4.1. Agency shall provide training to all task Users, Section heads, contractual supervisors and other personnel involved in the activities related to IDMS.
- 7.4.2. Agency shall impart functional and technical training to business & IT staff in operating and using the system including database and application software.
- 7.4.3. The mandatory training (functional and technical) to the OMFED business and IT team shall be to the satisfaction of the OMFED management. In case the training is found to be unsatisfactory, the training duration shall be suitably extended at no extra cost to OMFED. The training shall be conducted in the OMFED premises.
- 7.4.4. The test environment required for the training must be set up by the Agency before the training commences. However, the Systems (Desktop Computers or Laptops) for UAT shall be arranged by OMFED.

7.5. **Prepare User Manual documents for IDMS**

7.5.1. The Agency shall provide the user manual for all the functionality in the IDMS and the same shall be shared with OMFED after mutual discussion and finalization.

7.6. **Manage Go-Live Event**

7.6.1. The Agency shall provide a detailed list of specific activities for go live event including Cloud procurement and deployment.

7.6.2. The project plan submitted by the Agency must ensure that the activities are completed before the event. The go-live event will be dependent on the successful UAT sign-off.

7.7. **Provide Post Go-Live support (onsite)**

7.7.1. Post successful “Go-Live” of IDMS, the Agency shall also provide hand holding onsite support for a period of 2(two) months from the dates of achievement of the corresponding Go-Lives. During these periods, the Agency shall resolve all implementation, operational and production issues, if any. The post Go-Live support will address all user level queries, fixing bugs, incorporation of new requirements owing to legal, statutory and policy changes, upgrades, security, etc.

7.7.2. For this purpose, the Agency is required to provide the detailed processes to be followed for logging requests, assigning requests to specific individuals, recording resolution, tracking overall time taken for resolution, etc. The Agency must also submit an escalation matrix as part of deliverable.

7.7.3. The Agency would also need to provide a detailed support plan with defined SLA’s for issues reported by OMFED, an escalation matrix for resolution as well as a plan to undertake any change requests that might be considered important.

7.8. **Change Request Management:**

7.8.1. Implementation of new or changed business processes will be in line with the users of IDMS. During implementation, the Agency will help in creating and maintaining effective communication and change management vital to the successful adoption of the new or changed processes.

7.8.2. The Agency shall ensure change management to ensure the successful implementation and usage of the IDMS by OMFED.

7.8.3. The basic functionalities of the Change Request tasks are as follows:

- Functional changes in the application
- Development of new modules/Form/Report in the existing Software
- Changes in the Core application framework
- Integration with any new system

- 7.8.4. The process to address the change request is as follows:
- i. Documenting change request requirement: The details of scope of change will be analyzed and documented. The implementing Agency will submit the effort and timeline for incorporation of changes in the application.
 - ii. Approval or disapproval of the change request: The Project team of OMFED will discuss with the implementing Agency and shall place the proposal to appropriate committee for recommendation and approval by the competent authority as per Delegation of Power (DoP).
 - iii. The implementation of the Change Request - After receiving of final approval communication shall be passed to implementing Agency to start the process of incorporation of changes in the application. The change will be implemented in accordance with the agreed cost, effort, and schedule.
 - iv. Validating CR implementation - The end user group/ Project team of OMFED will review the changes incorporated in the application and confirm on the same.
 - v. CR Cost Request - The change request cost shall be calculated based on the man day rate finalized in the tendering process. The bidder needs to quote the man-days rate for Change Request component in the financial bid format. After receiving confirmation from OMFED, the implementing Agency shall raise the invoice.
- 7.8.5. The change request suggested by OMFED shall be limited to 20 % of the value of this Project, however any variation beyond +20% of the total Contract value, requires the approval of Competent Authority.
- 7.8.6. There shall be no extra cost towards Annual Support for any change request implemented during the contract period.

7.9. **Annual Operation & Maintenance Support of the IDMS**

- 7.9.1. Annual Support shall include:
- I) Patch upgrade
 - II) Feature rollout,
 - III) Support in product customization/ configuration: Agency to provide both Onsite and Remote support, as may be required, to resolve all implementation, operational and production issues.
 - IV) User Trainings to all the relevant stakeholders (existing and new users)
 - V) Remedial Support in case OMFED end-users encounter difficulties with IDMS.
 - VI) O&M of all equipment if any, systems and supplies done for implementation of Go Live. Agency to maintain all equipment and system in working condition and shall replace if required at its own cost. And shall maintain adequate inventory of critical equipment for any replacement requirements.
 - VII) Insurance of all equipment (if any) and system supplied by Agency.
 - VIII) In case of printers, the consumables like papers, ink etc. shall be reimbursed as per actuals by OMFED.



- 7.9.2. All sites/ locations where IDMS have to be implemented are lightening prone area. The Agency shall take all care to avoid any damages by lightening. And if any such incident occurs, Agency to replace the equipment or system damaged at its own cost.
- 7.9.3. The Agency shall maintain inventory of Critical Spare Parts to minimize downtime and meet SLA as per requirement.
- 7.9.4. Updates will be installed by Agency's staff or automated processes. Updates will be scheduled to minimize disruption to OMFED's end users. Updates to related documentation will be provided in electronic form.
- 7.9.5. Under Remedial Support, the Agency shall respond and resolve OMFED's requests/issues. The Maximum Response Time and Maximum Resolution Time depending upon the type of Issue are mentioned below:

Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
Critical	Critical issue is defined as one that produces an emergency in which the IDMS is substantially or completely non-functional or inoperable for normal business activities.	1 Hours	4 Hours
Non-Critical	Non-Critical issue is defined as one that produces a detrimental situation in which the IDMS is usable, but materially incomplete. Performance (throughput or response) of the IDMS degrades substantially such that there is a severe impact on use under reasonable loads; One or more mainline functions or commands is inoperable; or the use	2 Hours	24 Hours



Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
	is otherwise significantly impacted.		

7.10. Sharing of Source and/ or Custom Code

- 7.10.1. The implementing agency shall share the Error-free complete Source Code for Product Developed for OMFED or error-free Customized Codes for COTS (Commercially-off-the - Shelf) product as per the actual running software along with source code of DLLs and other libraries before release of the last payment for development.
- 7.10.2. The implementation agency can't use the technical details (required codes or other artefacts like design documents, test cases etc.) else-where (other than OMFED).

7.11. Indicative list of documents as deliverable

- i) System Requirement Specification Document
- ii) High Level Design Document
- iii) Low Level Design Document
- iv) Test Case Reports
- v) Training Documents
- vi) Application Test Report
- vii) Project hand-over document

8. Contract period

The contract period shall be up to 7 years from the effective start date of the contract. The effective date of the contract shall be the date of signing of the agreement. The contract period shall consist of the following:



8.1. Implementation period:

- i) **Arilo Dairy Plant-** The Agency shall complete the implementation of the Integrated Dairy Management System throughout the entire value chain of Arilo Dairy Plant within a timeframe of 18 weeks from the date of signing of the agreement.
- ii) **Balance 12 Dairy Plants across Odisha-** The Agency shall complete the implementation of the Integrated Dairy Management System throughout the entire value chain of other 12 Dairy Plants within a timeframe of 24 weeks from the date of receiving work start instruction letter from OMFED for rest of the plants.

8.2. Operational Support and Maintenance:

- i) Operational Support and maintenance shall be for a period of 5 years post go- live of each plant.
- ii) The initial Contract of Operational Support and maintenance will be issued for one year and shall be renewed every year at the sole discretion of OMFED and depending upon the satisfactory performance of the Service Provider.
- iii) OMFED management reserves the right to undertake evaluation of the progress and quality of service during the last quarter/month of each year of the Operational Support and maintenance period.
- iv) The Operational Support and maintenance contract may be extended by OMFED for additional 1 year on the 5th year rate (without escalation) on its sole discretion, and other terms & conditions of the contract, subject to assessment of the performance of the Service Provider and requirement of OMFED.

9. Milestones

The Agency shall complete the implementation IDMS for the Arilo Dairy Plant within the timeframe as mentioned below

Sl. No.	Milestone	Time for Completion (Weeks)
1	Project Start	T= Date of Agreement
2	Pre-Design Phase (Study of the AS-IS Process, Gap Analysis)	T + 2
3	Design Phase (TO BE Process)	T + 3
4	SRS and DBR Preparation & Finalization (Sign-off)	T + 5



Sl. No.	Milestone	Time for Completion (Weeks)
4	Procurement of Hardware (if any)	T + 7
5	Software Implementation (Design, Develop, Customize, Integration, Test)	T + 9
6	H/W Installation (if any) and Integration with S/W for process automation	T + 11
7	Development of Training Plan and training material Note: The training content to be fixed during development of the training plan (Training may be imparted in different waves/phases)	T + 13
8	UAT users & UAT sign off	T + 14
9	Training to all other stake holders (wave/phase wise)	T + 16
10	Go-Live	T+ 18 Weeks
11	Preparation & submission of User Manual	T+18 Weeks

Where T is the date of signing of agreement

Note:

- i) The above schedule is indicative. The detailed time schedule shall be finalized in joint consultation between the Agencies and OMFED after submission of “AS IS” study report. However, the overall timeline of 18 weeks for achievement of “Go-Live” of IDMS for Arilo Dairy shall remain fixed.
- ii) The Milestone wise timeline for other plants shall be prepared and finalized post achievement of “Go-Live” of IDMS for Arilo Dairy

10. Payment terms:

- 10.1. The place of payment shall be the head office of OMFED.
- 10.2. The Service Provider shall raise monthly invoices for the services provided in within a particular month and such bills should be submitted within the 15th of the subsequent month, failing which they may be processed by OMFED only in the next month. The invoices/ bills submitted by the Service Provider should be accompanied by the certification of the officer concerned from OMFED side/ designated key contact, confirming that the services have been delivered and the respective deliverables have been submitted in the time period in question. The Service Provider shall raise bills after submission of the corresponding deliverables as per the below schedule.



10.3. The Service Provider/Agency shall receive following payments:

10.3.1. Payment for Implementation of Integrated Dairy Management System

#	Milestone	Payment
1	Study of the AS IS Process, SRS Finalization & Submission, and Sign off	20% of implementation charges with applicable GST
2	Development/ Customization, Integration (with internal/ external systems) of Web and Mobile Applications with Security Audit and UAT Sign off	40% of implementation charges with applicable GST
3	Training and Go-Live	40% of implementation charges with applicable GST

10.3.2. Payment for Cloud Hosting Changes

The Cloud hosting charges shall be paid on monthly/ quarterly/ annual basis post Go-Live on the basis of satisfactory performance and on submission of certified performance report in standard format from the concerned in-charge of OMFED, duly certified by the concerned Plant Manager after completion of each month/ quarter/ year.

10.3.3. Payment for Operation & Maintenance Support

The Operation & Maintenance Support charges shall be paid on monthly/ quarterly basis post Go-Live on the basis of satisfactory performance and on submission of certified performance report in standard format from the concerned in-charge of OMFED, duly certified by the concerned Plant Manager after completion of each month/ quarter/ year.

10.3.4. Payment for Change Request

SL. No.	Milestone	Payment
1	Completion of each change request	As per the approved effort estimate of person day rate for the change request with applicable GST, on completion of the change request

10.3.5. Manpower Charges -The Service Provider shall be paid for each category/role of manpower deployed for advisory services as per respective clause of SCC above based on the attendance for the month and as per the category/role wise applicable monthly rate for the contract year.



10.4. List of documents to be submitted along with the monthly bill

- I. Attendance record of the employees/manpower deployed for the relevant month – duly authenticated by certifying authority of OMFED as a mark of acceptance and verification.
- II. PF Deposit Challan & ECR copy of the month preceding the relevant month.
- III. Challan & ESI deposit of the month preceding the relevant month.
- IV. GST deposit challan of the month preceding the relevant month.
- V. Any other documents required by the statutory authorities (Welfare/Personnel & Finance) of Head Office, OMFED.
- VI. And any other statutory deductions & payment made to the deployed manpower if so, will be submitted for the preceding month with the invoice.

Note:

1- The relevant month implies, the month for which the invoice is being raised.

2- On submission of invoice at Head Office, the (key contact of OMFED shall directly endorse the invoice to Finance Section for final release of payments after obtaining statutory compliance certificate from Welfare Section of Head Office.

10.5. Income tax and other statutory deductions as applicable shall be deducted from each running bill and the same shall be deposited with the Government authorities by OMFED.

10.6. In case of consortium, Lead bidder would be authorized to incur liabilities and to receive instructions and payments for and on behalf of the Consortium. Lead bidder shall have the overall responsibility pertaining to execution of Assignment. Lead bidder shall submit PAN and GST registration certificate at the time of signing of contract.

11. Service level agreements

11.1. The IDMS including the availability of services & support must ensure 98% Uptime. The system should be capable of generating reports regarding down time/ complaint resolution time and the period of non-availability should be clearly separated with specific reason like network down time, server down time, manpower service failure, etc. Uptime shall be calculated as per below formula

$$\text{Up-time} = \text{MTBF} / (\text{MTBF} + \text{MTTR})$$

Where MTBF = Mean Time between Failures, MTTR = Mean Time to Repair.



Uptime	Maximum allowed downtime per year (in hours)
98%	175.2
97%	262.8
96%	350.4
95%	438
94%	525

The formula mentioned here shall be applicable wherever there is NO other mutually agreed tools or methodology to calculate the downtime and uptime. However, OMFED may consider any system generated data for the same.

- 11.2. Under Remedial Support, the Agency shall respond and resolve OMFED's requests/issues. The Maximum Response Time and Maximum Resolution Time depending upon the type of Issue are mentioned below:

Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
Critical	Critical issue is defined as one that produces an emergency in which the IDMS is substantially or completely non-functional or inoperable for normal business activities.	1 Hours	4 Hours
Non-Critical	Non-Critical issue is defined as one that produces a detrimental situation in which the IDMS is usable, but materially incomplete. Performance (throughput or response) of the IDMS degrades substantially such that there is a severe impact on use under reasonable loads; One or more mainline functions or commands is inoperable; or the use is otherwise significantly	2 Hours	24 Hours



Issue Category	Description	Maximum Response Time (calculated from the time of logging of ticket)	Maximum Resolution Time (calculated from the time of logging of ticket)
	impacted.		

12. Taxes & Duties

12.1. Indirect Taxes

- A) The Service Provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of OMFED subject to submission of documentary evidence to the satisfaction of OMFED.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service Provider shall deposit the same to the appropriate Authority which shall be reimbursed by OMFED on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The Service Provider should have registration under GST Acts
 - ii) The Service Provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoice should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;

- b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolised as “-” and “/” respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonised System of Nomenclature code for goods or SAC code for services;
 - f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorised representative.
- iv) The Service Provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to OMFED and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make OMFED enable to take Input Tax Credit (ITC) of the GST amount paid against those invoices.
 - v) If due to any reason attributable to the Service Provider, Input credit of the GST amount paid on Invoices raised by the Service Provider is not available to OMFED/denied by the dept. then the same will be recovered from the payments of the Service Provider or the Service Provider has to deposit an equivalent amount.
 - vi) The Service Provider has to comply with all the Provisions of GST Acts,



Rules and Notifications issued there under.

- vii) The Service Provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The Service Provider hereby undertakes to indemnify OMFED, from any liabilities arising in future due to noncompliance by the Service Provider of the GST Acts, Rules and any other Acts currently in force and applicable to the Service Provider in relation to the job assigned to the Service Provider by OMFED.

12.2. Direct Taxes

TDS as applicable shall be deducted under Income Tax Act,1961 and certificate of deduction shall be provided by OMFED to the Service Provider in accordance with the provisions of Income Tax Act,1961.

13. Liquidated Damages

13.1. If the Service Provider fails to achieve Go-Live of Integrated Dairy Management System within the delivery period and any extension thereof, liquidated damages (LD) shall be imposed by OMFED on the Service Provider, unless such failure is due to force majeure situation or due to OMFED's default. However, imposition of LD shall be without prejudice to the other remedies available to OMFED under the terms of the Service Order / Agreement.

13.2. In case of delay achievement of Go Live of the Integrated Dairy Management System , the Agency shall pay damages to OMFED which shall be calculated as 2% (two per cent) of the contract value against Implementation of Integrated Dairy Management System (excluding taxes and duties) for the delay of each month or part of the month of the delay, subject to a maximum value of 10% of the Implementation cost of Integrated Dairy Management System (excluding taxes and duties). The said damages shall be calculated in 2 parts/phases- 1st for Arilo Plant and 2nd for other plants and the applicable contract value against the implementation will be decided based on phase of implementation. GST on LD shall be recovered in addition to the LD amount.

13.3. Penalty for not meeting the service levels during Operation & Maintenance Support

The decrease in service levels will be monitored and the penalties will be imposed based on severity, unless such failure is due to force majeure situation or due to OMFED's default or Periodic/Scheduled maintenance. However, imposition of penalty shall be



without prejudice to the other remedies available to OMFED under the terms of the Agreement.

Sl. No	Component	SLA Requirement	Falls By Unit	Quarterly Base Penalty Rate (INR)
1	Application Server, Storage	99.5%	0.25%	For every decrease of 0.25% in availability of application Server, Storage in a quarter, a penalty of INR 10,000 shall be imposed.

In case of uptime falls below 90%, the contract shall be liable for termination. The SLA requirement shall be reconciled at quarterly basis.

- 13.4. Damages & Penalty under clause 10.2 and 10.3 shall be subject to a maximum amount equal to 10% (Ten per cent) of the total Contract Value (excluding GST) and upon reaching such maximum limit, OMFED may, in its sole discretion, terminate the Agreement.
- 13.5. The delivery period shall start from the date of signing of the Agreement in case of Arilo plant and date of instruction letter in case of other plants.
- 13.6. OMFED shall have full liberty to realise the LD through the following ways:
- A) Appropriation of the Performance Security; OR
 - B) Reduction/deduction of the invoice value and release of the payment accordingly
- 13.7. Any waiver of LD shall be at the sole option of OMFED only and any extension must be in writing and with the approval of the competent authority of OMFED.
- 13.8. If at any time during the Service Order / Agreement, the Service Provider encounters conditions that may impact the timely performance of services, the Service Provider shall promptly notify to OMFED in writing of the fact of the delay, it's likely duration and its cause(s). As soon as practicable after receipt of the Service Provider's notice, OMFED shall evaluate the situation and may at its discretion waive the LD on the request of the Service Provider.



14. Designated nodal officer and key contacts of OMFED

Name: Jitendra Kumar Barada

Designation: Assistant Manager (IT)

Email: jitendrabarada@omfed.com

15. Limitation of Liability

- 15.1. Notwithstanding anything contrary contained herein, the aggregate total liability of Service Provider under the Service Order / Agreement or otherwise shall be limited to 100% of Service Order / Agreement price. However, neither party shall be liable to the other party for any indirect and consequential damages, loss of profits or loss of production.

16. Compliances to policies and standards adopted or to be adopted by OMFED

- 16.1. The Service Provider shall abide by and ensure compliance with the policies and standards adopted or to be adopted by OMFED.



Appendix 1: Details of Indicative Functional Scope

Functional Scope:

The functional scope comprises of key modules of IDMS which has been captured below:

1. Integrated Milk collection at Village/Society/BMC level
2. Raw Milk Reception Dock (BMC and Milk chilling Centre)
3. Smart Dairy Plant Management System
4. Real-time Order Management System
5. Dispatch for Sales and Billing
6. Cattle Feed Plant Management & Distribution
7. Transportation Management

1. Integrated Milk collection at Village/BMC level

Fully automated and digital Milk Procurement System specially made to meet the needs of VLCC (Village Level Collection Centre)/ BMC (Bulk Milk Cooler) and farmers. One key operation is to measure/weigh milk, indicate fat, SNF percentage, price payable to the member, indicate member number, date-time, and shift of supply through a slip printing. For the record of village level milk collection society, a report shall be generated at the end of each session containing member number, milk procured in liters fat content, amount payable to each member separately. Every cycle wise member wise ledger containing information on total milk supplied and the amount payable to member for the period shall be generated.

The Automated Milk collection/procurement system shall comprise with weigh scale and milk testing equipment, Mobile App/Web portal shall directly capture all the data and send it to the cloud server or centralized database.

Key Activities :

- **Farmer Registration & Profiling:** Maintain profiles with key information (e.g., personal details, milk quality, and historical data).
- **Digital Milk Collection Systems:** Enable automated milk weighing, fat content measurement, and quality analysis at village-level collection centers.
- **Automated Data Capture:** Using sensors and IoT devices for milk volume, quality (fat, SNF), and temperature.
- **Automatic Quality Alerts:** Trigger alerts for adulterated milk and notify collection agents.

- **Payment Processing:** Automate payment calculation based on milk quality and quantity, linked to farmer accounts.
- **Real-time Data Sync:** Integrated with cloud or central server to update procurement data in real-time.
- **Farmer Analytics:** Generate reports on milk yield, quality trends, and seasonal patterns for decision-making.
- **Farmer Benefits/ Services:** Services like request for cattle feed, assistance from nearby Veterinary Doctors, access to Govt. schemes applicable to farmers, Seed requirement for farmable land area etc.

Indicative Digital Interventions:

- **Mobile App for Farmers:** Provide real-time updates on payments, milk quality scores, and collection schedules.
- **IoT-enabled Quality Testing:** Deploy IoT sensors to measure milk quality in real time, with data pushed to a central dashboard.
- **GPS-enabled Milk Collection Tracking:** Use GPS tracking for milk transport vehicles to monitor collection schedules and route efficiency.

2. Raw Milk Reception Dock (BMC and Milk Chilling Centre):

The Raw Milk Reception Dock (RMRD) is the primary intake point of liquid milk entry in dairies/chilling centers. It is specifically meant for the reception of milk brought in cans from village milk collection centers located over a wide area. It is different from the bulk milk collection system, which are also in operation in these dairies. The collection process starts from the villages, milk collection centers, groups of which are assigned to distinct milk truck routes.

The cans of individual village milk collection centers from many such routes are unloaded at the RMRD system, after which their milk is weighed & tested separately to issue a milk receipt statement according to the measured parameters during the daily shift.

Key activities :-

- Automatic premixing and drawing of sample with adjustable sample volume.
- Automatic discharge of sample from milk canes into sample bottle.
- Automatic drainage of weighted milk into dump tank and automatic closure of drain valve.
- Jumbo display showing status of online collection and testing data.
- Data Logging: Automatically log data like temperature, volume, and supplier details in the central system.

Indicative Digital Interventions:

- **IoT-enabled Temperature and Quality Sensors:** Continuous monitoring and instant alerts for deviations in quality and temperature.
- **Centralized Data Logging System:** Sync data with the IDMS for real-time tracking and reporting.
- **Digital Notifications for Suppliers:** Notify suppliers of delivery statuses, quality results, and payments.

3. Smart Dairy Plant Management System

One in all dairy integrated processing, production and plant management solution starting from raw milk reception at plant, automated quality checks and processing to the finished products. It will also have smart production management system to manage and monitor the batch processing of milk products, including pasteurization, homogenization, and packaging.

Automate scheduling based on demand forecasts and inventory levels, track quality through each production stage, ensuring standards for different dairy products (e.g., milk, cheese, yogurt), track product inventory levels, batch details, expiry dates, and storage conditions in real time, schedule preventive maintenance for machinery and log maintenance activities will be few key functions of a smart dairy plant management system.

Key activities:

- **Automated Weighing and Sampling:** Integration of automated weighing scales and sampling devices to ensure accurate measurement and quality checks of incoming raw milk.
- **Data Logging:** Automated logging of all data related to milk reception for traceability and compliance.
- **Pasteurization:** Automated control systems for pasteurization processes to ensure consistent quality and safety.
- **Separation and Standardization:** Automated systems for separating cream and standardizing milk to desired fat content.
- **Packaging, Labeling and Storage:** Automated packaging lines for various dairy products such as milk, cheese, yogurt, etc. Integration of automated labeling machines to ensure accurate product information. Smart storage solutions with temperature and humidity control to maintain product quality.
- **Smart Production Management:** Automated guided vehicles (AGVs) or conveyor systems for efficient movement of products within the plant. Real-time inventory tracking using RFID tags and IoT sensors to monitor stock levels and manage

reordering. Advanced scheduling software to optimize production runs and minimize downtime.

Indicative Digital Interventions:

- **Predictive Maintenance Systems:** Use machine learning to predict machinery breakdowns and schedule proactive maintenance.
- **Automated Data Capture via SCADA/ PLC systems:** Integration with SCADA (Supervisory Control and Data Acquisition) systems for real-time monitoring of processing equipment.
- **Inventory Management System Integration:** Real-time integration with warehousing for seamless stock updates and inventory tracking.

4. Real-time Order Management System

In the context of Integrated dairy management system (IDMS), real-time order management system is crucial for handling dynamic nature of dairy product demand, which requires efficient, swift processing due to the short shelf life of goods like milk, butter, and cheese.

Real-time order management in IDMS ensures that customer orders are accurately captured, processed, and fulfilled while maintaining the required quality standards. It also enables stakeholders such as sales teams, dispatch units, and inventory managers to have instant visibility of order statuses and inventory levels, which is essential for minimizing delays and optimizing the supply chain.

Key activities:

- **Centralized order capture:** Real-time capturing of orders from multiple channels, such as direct sales, B2B orders, online platforms, and retail outlets.
- **Automated Order validation:** Validate orders based on customer details, location, inventory availability, and delivery timelines.
- **Dynamic order prioritization:** Prioritize orders based on type or order specifics (e.g. volume and perishability).
- **Order modification and cancellation:** Allow modifications or cancellations before fulfillment while adjusting inventory and logistics necessary.
- **Inventory check & Allocation:** Real-time visibility into dairy inventory, categorized by type (e.g. raw milk, processed milk, butter, cheese).
- **Dispatch planning & delivery scheduling:** Group orders based on destination and delivery timelines to optimize dispatch schedules and minimize delivery costs. Integrate with logistics providers to schedule delivery slots for optimal routing and on-time delivery.

- **Real-time Tracking and Order Updates:** Real-time order tracking for internal teams as customers, including order processing, dispatch, and estimated delivery time. Real-time dashboard for tracking overall order progress, delays, and completed orders.
- **Customer Relationship Management:** Centralize customer details, order history, payment terms, and preferred delivery options. Automated updates to customers regarding order status, delivery details and any delays. Enable customer feedback collection post-delivery for continuous improvement and in service quality.

Indicative Digital Interventions:

- **Analytics based Advanced Demand Forecasting:** Use historical sales data and machine learning models to predict demand patterns and prepare inventory.
- **IoT for Inventory and Quality management:** Integrate IoT sensors in storage units to track temperature and humidity, ensuring products remain within safe conditions. Also install sensors in warehouses and coolers to track real-time stock levels, preventing both stockouts and overstocking.
- **Integration with E-commerce and retail channels:** Seamless API-based integration with e-commerce platforms, marketplaces, and retail partners for order sync and inventory updates
- **Customer-facing mobile and Web Applications:** Customer portals where clients can place, track, and modify orders, reducing dependence on customer support.

5. Dispatch for Sales and Billing

In the context of an Integrated Dairy Management System (IDMS), the **Dispatch for Sales and Billing** module focuses on efficiently managing the final steps of the supply chain. This includes ensuring that finished dairy products are dispatched correctly, invoicing is accurate, and delivery processes are optimized for customer satisfaction.

Key Activities:

- **Inventory Dispatch:** Ensuring products are available for dispatch and confirming that inventory quantities align with orders.
- **Sales Order Fulfillment:** Processing orders, verifying them against inventory, and packaging them for delivery.
- **Logistics and Tracking:** Coordinating and tracking vehicles or third-party carriers to ensure accurate and timely deliveries.



- **Billing and Invoicing:** Automating billing processes, including generating invoices, applying pricing rules, handling taxes, and integrating with financial systems.
- **Returns and Complaints Management:** Providing a streamlined approach for handling returns, complaints, and feedback related to deliveries, quality, or other issues.

Indicative Digital Interventions:

- **ERP Integration:** Centralize dispatch, inventory, and billing data in an ERP system to ensure consistency, reduce manual errors, and provide real-time data across departments.
- **GPS and Fleet Management Software:**
 - Real-time tracking of delivery vehicles enables route optimization and provides live updates on delivery timelines, ensuring transparency with customers.
 - Automated notifications for potential delays or issues improve communication with customers, keeping them informed about delivery status.
- **Mobile Application for Delivery Management:**
 - Enable delivery personnel to access real-time delivery schedules, customer information, and product details.
 - Integrate with the ERP or CRM systems to allow on-the-go delivery confirmation and proof of delivery capture.
- **Automated Billing and Digital Payments:**
 - Integrate automated billing with digital payment gateways, allowing customers to make payments seamlessly.
 - Leverage secure digital invoicing to reduce paper usage and streamline financial records for quick auditability.
- **Customer Relationship Management (CRM):**
 - A CRM system provides a complete view of customer interactions, order history, and preferences, improving relationship management and customer retention.
 - Automate feedback collection post-delivery, offering insights for continual improvement in service.
- **AI-Driven Route Optimization:**
 - AI-driven route optimization reduces logistics costs by dynamically adjusting routes based on current traffic conditions, delivery priorities, and customer time preferences.



6. Cattle Feed Plants Management and Distribution

OMFED has two **Cattle Feed Plants**. An Integrated Dairy Management System (IDMS) shall have modules to track & support efficient production, management, and supply of cattle feed to farmers either directly or via Societies/ Unions, ensuring quality feed distribution aligned with the requirements.

This module will involve both functional and technical components to streamline operations, enhance productivity, and optimize logistics.

- **Production Management:**

- **Raw Material Management:** Track and manage raw material inventory (e.g., grains, minerals, supplements) with alerts for low stock levels.
- **Production Scheduling:** Plan and schedule production batches based on demand forecasting, seasonality, and historical consumption data.
- **Quality Control:** Monitor feed quality by integrating lab testing data and ensuring compliance with nutritional standards.
- **Batch Tracking:** Enable batch-wise tracking of feed production for traceability and quality management.
- **Feed Formulation:** Develop and adjust feed formulas based on cattle needs, seasonal factors, and vet recommendations to optimize animal health.

- **Feed Inventory Management**

- **Inventory Tracking:** Real-time tracking of raw materials, finished goods, and packaging materials.
- **Reorder Alerts:** Automated alerts for reorder points based on minimum stock levels and lead times.
- **Warehouse Management:** Manage storage and movement of feed products within the warehouse for optimized space and quick access.

- **Order and Distribution Management**

- **Order Processing:** Receive and manage orders from dairy farms, ensuring prompt fulfillment and dispatch.
- **Route Optimization:** Plan efficient routes for feed delivery to farms, minimizing travel time and cost.
- **Delivery Scheduling:** Schedule deliveries based on customer orders, availability, and regional distribution demands.
- **Order Tracking and Confirmation:** Provide farmers with real-time tracking of their orders and automated notifications upon delivery completion.

Retail Management:

- **Daily financial reconciliation: Ledger update daily**
- **Discount management**
- **Track and trace of inventory of promotional activities**



- **Supplier and Farmer Relationship Management**
 - **Supplier Management:** Track supplier details, performance, and order history for efficient procurement.
 - **Farmer Management:** Maintain farmer profiles, feeding history, and specific feed requirements to optimize deliveries and improve customer satisfaction.
- **Financial and Cost Management**
 - **Pricing and Invoicing:** Set pricing structures based on feed type, bulk orders, and delivery location; generate invoices accordingly.
 - **Cost Analysis:** Track production costs, including raw materials, labor, and logistics, for better cost management.
 - **Subsidy and Incentive Management:** Manage government subsidies or incentives for farmers purchasing feed to promote high-quality feed utilization.

Indicative Digital Interventions:

- **IoT Sensors:** Monitor raw material stock levels and finished feed quality in real-time using sensors on silos and storage bins.
- **Machine Learning for Demand Forecasting:** Predict feed demand to optimize production scheduling and raw material procurement.
- **Automated Data Capture:** Use barcodes and RFID for tracking raw materials and finished goods, reducing manual data entry errors.
- **Real-time Analytics and Reporting:** Provide insights on production performance, quality control metrics, and inventory levels, supporting proactive decision-making.
- **Mobile Applications:** Enable farmers to place orders, track deliveries, and access feeding recommendations directly from a mobile app.
- **Cloud Computing:** Centralize data storage, streamline data access, and enable scalable analytics, ensuring real-time connectivity across all locations.

7. Transportation Management

In the Integrated Dairy Management System (IDMS), the transportation module streamlines and manages the movement of raw milk from the village-level Dairy Collection Centers (DCS) to Bulk Milk Coolers (BMC) or chilling plants, and then to the Milk processing plants ensuring timely and accurate tracking throughout the journey.

- **Raw milk transport from village collection center to BMC or Chilling plant:**
 - **Data Recording and Dispatch Notification:** The DCS Secretary is responsible for recording milk quality, quantity, and preparing a truck sheet for the Milk Van driver. Through their app login, the DCS Secretary can update the milk van's dispatch time to notify the next stakeholders.
 - **Milk Collection:** The Milk Van will collect milk cans from one or multiple DCS centers, depending on its capacity and route. Collection details, including the designated Milk Van capacity and route plans, are provided by the Milk Union to ensure efficient transport.
 - **Automated Notifications for Seamless Tracking:** Once the loading process is completed and the dispatch time is updated by the DCS Secretary, an automated notification is sent to the next receiving center (BMC or chilling plant) for preparation and tracking.
 - **Arrival and Handover at BMC:** Upon arrival at the BMC, the Milk Van driver submits the truck sheet with the recorded collection and dispatch details, facilitating quality control and inventory tracking at the BMC or chilling plant.

- **Milk tanker movement from BMC/Chilling plant to Dairy Plant:**
 - **Entry and Documentation:** Upon arrival at the dairy plant, the dispatched milk tanker from the Bulk Milk Chilling Center (BMC) will present the truck sheet for verification.
 - **Weighing Process:** The tanker will undergo an initial weighing at the weighbridge to record its gross weight before unloading.
 - **Movement to Reception Dock:** After weighing, the tanker proceeds to the reception dock for milk quality testing. This includes checks on parameters such as fat content, SNF (solids-not-fat), and purity.
 - **Testing Verification:** The test results obtained at the dairy plant must align with the BMC's initial reports, ensuring quality consistency across the supply chain.
 - **Data Entry:** Test results, along with key metrics like temperature, receipt time, and total quantity received, are updated in the IDMS application, allowing real-time tracking and record-keeping.
 - **Unloading Process - First Chamber:** After successful testing, the milk in the first chamber of the tanker is unloaded. The tanker then returns to the weighbridge for an updated weight measurement, reflecting the amount unloaded.
 - **Unloading Process - Second Chamber:** Similarly, after testing, the second chamber's milk is unloaded, followed by another weighbridge measurement to record the precise amount delivered from this chamber.



- **Route tracking and monitoring of road milk tankers in IDMS:**
 - **Route Deviation and Un-authorized Stop alerts:** Provides real-time alerts for route deviations and unauthorized stops exceeding a set time. Logs deviations and stop durations automatically for analysis.
 - **Data Transmission and cloud Integration:** Securely transmits data (location, temperature, alerts) to IDMS cloud server for real-time processing and analytics. Offers web and mobile access to stakeholders for monitoring.
 - **Tanker Locking Mechanism:** Implements electronic locks on tanker access points, controlled only by authorized personnel via RFID or biometrics. Logs all locking and unlocking events with timestamps and user IDs. Includes heavy duty, temper-proof electronic locks, RFID readers, control units and sensors to integrate with central system (IDMS).

Indicative Digital Interventions:

- **Real-Time Tracking and Monitoring**
 - **GPS Tracking:** Continuous GPS tracking of milk vans and road milk tankers to monitor real-time location, ensure timely arrival, and optimize routing.
 - **Geo-Fencing:** Establish boundaries for permissible routes, triggering alerts on route deviations or unauthorized stops, enhancing route adherence and security.
 - **Temperature Monitoring:** Sensors within milk tankers continuously monitor and log temperature, ensuring milk is maintained at safe levels and quality is preserved during transit.
- **Digital Notifications and Communication**
 - **App Integration for Dispatch and Arrival Updates:** DCS (Dairy Cooperative Society) secretaries can update milk van dispatch timings via a mobile app, with automatic notifications sent to BMC and Milk Union, enhancing transparency, and reducing manual communication delays.
 - **Automated Notifications:** Automated alerts for milk van and tanker arrival/departure, deviations, or temperature fluctuations, improving communication among stakeholders (DCS, BMC, Milk Union, Dairy Plant).
- **Automated Documentation and Reporting**
 - **Digital Truck Sheets:** Truck sheets generated from the application with milk quantity, quality, and dispatch details, replacing paper logs and ensuring accuracy.
 - **Route Reports and Trip Analytics:** Data from GPS and IoT devices are used to create trip reports, helping Milk Unions and Dairy Plants analyze route efficiency, identify frequent issues, and plan for better route optimization.

- **IoT and Cloud Integration**

- **IoT Sensors and Gateways:** Devices capture and transmit data on temperature, location, and tanker status to a cloud-based platform, where data is stored, processed, and made accessible for real-time and historical analysis.
- **Cloud Analytics:** Cloud-based analytics processes the data for insights into transportation efficiency, milk spoilage rates, and vehicle performance, enabling strategic improvements and predictive maintenance.



- **Security Enhancements**
 - **Tamper-Proof Locking Systems:** Digital locking mechanisms controlled remotely or by authorized personnel prevent unauthorized access to milk tankers and deter adulteration attempts.
 - **Tamper Detection Alerts:** Sensors detect any tampering of the locks, sending real-time alerts to the central monitoring system, ensuring milk quality and security are maintained from DCS to Dairy Plant.



Annexure 2A: Proforma of the Agreement to be Signed between OMFED and the Service Provider

Ref: [•]

This Agreement (hereinafter called the “Agreement”) is made on this [•] day of the month of [month], [year].

BETWEEN

Odisha State Cooperative Milk Producers' Federation Limited, an undertaking of the Government of Odisha and having its head office at OMFED House, Bhubaneswar-751007 (hereinafter referred to as “OMFED”, which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

[Scenario 1: where the Selected Bidder is a Single Bidding Entity]M/s. [•], a company incorporated under the provisions of the Companies Act, 1956/2013 or a registered partnership firm under the provisions of the Indian Partnership Act, 1932 or a LLP firm registered under LLP Act, 2008 or a Proprietorship firm or a Registered Trust having its registered office at [•] (hereinafter referred to as the “Service Provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

[Scenario 2: where the Selected Bidder is a Bidding Consortium]

M/s. [insert name of Lead Member], a company incorporated under the provisions of the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 or a Proprietorship firm or a Registered Trust having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns).

AND

M/s. [insert name of first Non-Lead Member], a company incorporated under the provisions of the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 or a Proprietorship firm or a Registered Trust having its registered office at [•] (hereinafter referred to as the “service provider” which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns).

WHEREAS



- i) the Service Provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to OMFED through their bid(s), against Bid document No. [•] dated [•] (hereinafter called the “Tender”) for the Procurement of Services - [•] (through e-tendering);
- ii) on the basis of the said Tender, OMFED has adjudged the Service Provider as a successful Bidder and issued Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the Service Provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the Service Provider is being engaged to provide the required services on the terms and conditions set forth in this Agreement;

NOW THEREFORE THE PARTIES hereby agree as follows:

- 1. The mutual rights and obligations of the Service Provider and OMFED shall be as set forth in this Agreement, in particular:
 - (a) The Service Provider shall provide out the services in accordance with the provisions of this Agreement; and
 - (b) OMFED shall make payments to the Service Provider in accordance with the provisions of this Agreement.
- 2. Conditions of Contract
 - (a) Contract Period: <include relevant clauses from SCC>
 - (b) Payment Terms: <include details related to the final quoted /negotiated prices>
 - (c) <Other important terms and conditions may be included>
 - (d) The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
 - (e) This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement



- (f) All the terms and conditions as per the Bid document No. [•] dated [•] (including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of Odisha State Cooperative Milk Producers' Federation Limited
(Authorized Representative)

Name:

Designation:

Odisha State Cooperative Milk Producers' Federation Limited
OMFED House, Bhubaneswar-751007

Scenario 1: where the Selected Bidder is a Single Bidding Entity

For and on behalf of (Bidder)

(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:

Address:

In presence of the following witness

Name:

Designation:

Name of the Service Provider:

Address:

Scenario2: where the Selected Bidder is a Bidding Consortium

For and on behalf of (Lead member)

(Authorized Signatory)

Name:

Designation:

Name of the Service Provider:

Address:

In presence of the following witness

Name:

Designation:



Name of the Service Provider:
Address:

For and on behalf of (Non-Lead member)
(Authorized Signatory)

Name:
Designation:
Name of the Service Provider:
Address:

In presence of the following witness

Name:
Designation:
Name of the Service Provider:
Address:



Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known 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 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 tender against the Bid document no. [•] dated [•] published by Odisha State Cooperative Milk Producers' Federation Limited for the “Procurement of Services – [•]”, including but not limited to signing and submission of all applications, bids and other documents and writings,

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

Witnesses

.....
(Signature, name, designation and address)

1.

2.

Accepted

(Signature)
(Name, Title and Address of the Attorney)



Annexure 3A: Format for Power of Attorney for Lead Member Consortium

(to be executed on INR 100 non judicial stamp paper and to be duly notarized, if applicable)

Whereas OMFED has invited proposals for Engagement of Service Provider for Design, Development & Implementation of Integrated Dairy Management System along with Annual Operation & Maintenance support for 5 (five) years across various locations of OMFED.

Whereas, [name of Lead member] and [name of Non-lead member] (collectively the “Consortium”) being Members of the Consortium are interested in participate in bidding for “Design, Development & Implementation of Integrated Dairy Management System along with Annual Operation & Maintenance support for 5 (five) years across various locations of OMFED” in accordance with the terms and conditions of the NIT and other connected documents in respect of the NIT/assignment, and

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 drone magnetic survey works and its execution.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS,

We, Mr./ Ms.[Name of the authorised signatory of Non-lead member] of [Name of the Non-lead member]having registered office at [registered address],and Mr./ Ms.[Name of the authorized signatory of the Lead member], of [Name of the Lead member] having registered office at [registered address], (hereinafter collectively referred to as the “Principals”) do hereby irrevocably designate, nominate, constitute, appoint and authorize Mr./ Ms.[authorised signatory of Lead Member] of [Name of the Lead member] having its registered office at [registered address], being one of the Members of the Consortium, as authorised signatory of the **Consortium** and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”) and hereby irrevocably authorize the Attorney (with power to sub- delegate to any person) 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 contract, during the performance of the services related to the drone magnetic surveys, 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 Implementation of Integrated Dairy Management System, including but not limited to signing and submission of all applications, 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 OMFED , and/ or any other government Service Provider or any person, in all matters in connection with or relating to or



arising out of the Consortium's bid for Implementation of Integrated Dairy Management System and/ or upon award thereof until the Contract is entered into with OMFED.

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 [date in words] DAY OF [month] [year in 'yyyy' format].

For and on behalf of
Non-Lead Member :

For and on behalf of
Lead Member :

[Sign and Seal]

[Sign and Seal]

[Name]
[Designation]
[Address]

[Name]
[Designation]
[Address]

Accepted
Lead Member:
[Sign and Seal]

[Name]
[Designation]
[Address]

In presence of:

1. [Signature, name and address of witness]
2. [Signature, name and address of witness]

Notes:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal or official seal of all members.

Wherever required, the Applicant should submit for verification the extract of the charter documents and other documents such as a resolution/power of attorney in favor of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Applicant.



Annexure 4: Price Bid Format

4A. Price Bid Format for Arilo Plant

Sl. No.	Items	UOM	Quantity	Basic rate per each quantity in figures to be entered by the bidder (INR)	Total Amount without GST (INR)
A	B	C	D	E	F=D*E
1.	Implementation of IDMS				
1.1	Study of the AS IS Process, SRS Finalization & Submission, and Sign off	Lumpsum	1		
1.2	Development/ Customization, Integration (with internal/ external systems) of Web and Mobile Applications with Security Audit and UAT Sign off	Lumpsum	1		
1.3	Training and Go-Live	Lumpsum	1		
2.	Annual cloud hosting* charges				
2.1	Year 1	Set	1		
2.2	Year 2	Set	1		
2.3	Year 3	Set	1		
2.4	Year 4	Set	1		
2.5	Year 5	Set	1		
3	Annual Operations and maintenance support				
3.1	Year 1	Set	1		
3.2	Year 2	Set	1		
3.3	Year 3	Set	1		
3.4	Year 4	Set	1		
3.5	Year 5	Set	1		
4	Change Request				
4.1	Person-days rate for future Change Request at onsite	Person-days	200		
4.2	Person-days rate for future Change Request from offshore	Person-days	80		

4B. Price Bid Format for 12 other Plants across the state

Sl. No.	Items	UOM	Quantity	Basic rate per each quantity in figures to be entered by the bidder (INR)	Total Amount without GST (INR)
A	B	C	D	E	F=D*E
1.	Implementation of IDMS				
1.1	Study of the AS IS Process, SRS Finalization & Submission, and Sign off	Lumpsum	1		
1.2	Development/ Customization, Integration (with internal/ external systems) of Web and Mobile Applications with Security Audit and UAT Sign off	Lumpsum	1		
1.3	Training and Go-Live	Lumpsum	1		
2.	Annual cloud hosting* charges				
2.1	Year 1	Set	1		
2.2	Year 2	Set	1		
2.3	Year 3	Set	1		
2.4	Year 4	Set	1		
2.5	Year 5	Set	1		
3	Annual Operations and maintenance support				
3.1	Year 1	Set	1		
3.2	Year 2	Set	1		
3.3	Year 3	Set	1		
3.4	Year 4	Set	1		
3.5	Year 5	Set	1		
4	Change Request				
4.1	Person-days rate for future Change Request at onsite	Person-days	200		
4.2	Person-days rate for future Change Request from offshore	Person-days	80		



Note:

- i) The bidder shall quote for all the items in the price bid.
- ii) Person-days under Sl. No. 4 are indicative in nature which may or may not be consumed as per the given estimate above.
- iii) May Host the application on its own Cloud server. In case OMFED decides to Host the application on its own server then the corresponding Hosting Charges shall be excluded from the Contract at the time of awarding the contract.
- iv) The bidders shall not include Hosting Charges in the Annual Operations and maintenance support charges.
- v) The overall quoted price shall be computed in the following manner.
- vi) **Implementation of IDMS (Sl. No. 1.1 to 1.3 of the Price Bid) + Annual Cloud Hosting Charges for 5 years (Sl. No. 2.1 to 2.5) + Annual operations and maintenance support charges for 5 years (Sl. No. 3.1 to 3.5) + Future change request (Sl. No. 4.1 to 4.2).**
Only Price Bid 4.A to be considered as part of the selection of the vendor/ bidder. However, Price Bid 4.B to be considered only when OMFED decides to implement IDMS to 12 other plants

Signature of the Bidder with seal



Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

We further undertake that the information/declaration/scanned documents furnished along with the Bid are not false or forged or wrong or misleading.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:



Annexure 6: Check-list for the Techno-Commercial Bid
(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience – Documents in support of meeting Technical Criteria and Financial Criteria (Refer Chapter 7)		
2	Incorporation related documents (Refer Chapter 7)		
3	Tax related documents (Refer Chapter 7)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Paper Fee		
6	Proof of payment of EMD / documents related- to exemption from the same		
7	Power of Attorney - Annexure 3		
8	Power of Attorney (in case of bidding as consortium) - Annexure 3A		
9	Signed copy of check list with seal - Annexure 6		
10	Bank details – Annexure 7		
11	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.19.6		
12	Consortium Operating Agreement (in case of bidding as consortium) – Annexure 16		
13	Profiles of the Manpower to be deployed as per Annexure 15		
14	Others		

Date

Signature of the Authorized Signatory of the Bidder with Seal



Annexure 7: Mandate Form - on the letterhead of the Bidder

To

Odisha State Cooperative Milk Producers' Federation Limited

OMFED, D-02, Sahidnagar,

Bhubaneswar Odisha – 751007

Sub: Mandate for payment through electronic mode i.e. EFT/NEFT/RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Odisha State Cooperative Milk Producers' Federation Limited through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. Bank Particulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

* In case of Bidders having Bank account in Union Bank of India



4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold OMFED Ltd. responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal



Annexure 8: Format for Performance Security

BG should be obtained from Nationalised/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) (“AGENCY”) and Odisha State Cooperative Milk Producers' Federation Limited having its office at OMFED, D-02, Sahidnagar, Bhubaneswar – 751 007 (“OMFED”) has issued a Letter of Award (LoA) dated (the “LoA”) whereby OMFED has agreed to engage the Agency for (the “agreement”).
- (B) The LOA requires the AGENCY to furnish Performance Security to OMFED of a sum of INR _____/- (the “Guarantee Amount”) as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the “Guarantee Period”).
- (C) We, through our branch at(Bhubaneswar) (the “Bank”) have agreed to furnish this bank guarantee (“Bank Guarantee”) as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:

2. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to OMFED upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY’s obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as OMFED shall claim, without OMFED being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
3. A letter from OMFED that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that OMFED shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank,



notwithstanding any difference between OMFED and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason whatsoever.

4. In order to give effect to this Bank Guarantee, OMFED shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
5. It shall not be necessary, and the Bank hereby waives any necessity, for OMFED to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.
6. OMFED shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and/ or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by OMFED against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to OMFED, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by OMFED of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of OMFED or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
7. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by OMFED in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
8. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain in force until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by OMFED on the Bank under this Bank



Guarantee no later than twelve (12) months from the date of expiry of the Guarantee Period, all rights of OMFED under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.

9. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of OMFED in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of OMFED that the envelope was so posted shall be conclusive.
11. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by OMFED pursuant to the provisions of the agreement.
12. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
13. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to (“Expiry Date including claim period” of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before (Claim Period of the Bank Guarantee) at our Branch at _____Bhubaneswar.
 - iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.



14. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (INDIAN BANK, OKVIB COMPLEX UNIT-III, KHARVEL NAGAR, BHUBANESWAR, ODISHA-751001, BRANCH- KHARVEL NAGAR, IFSC Code-IDIB000K157)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:

- (i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.
- (ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature.....

Full Name.....

Designation.....

Power of Attorney No.....

Date.....

Seal of the Bank.....

WITNESS: (SIGNATURE WITH NAME AND ADDRESS)

(1)

Signature.....

Full Name.....

(2)

Signature.....

Full Name.....



Annexure 9: Description of Approach, Methodology and Work Plan for Performing the Assignment

Technical approach, methodology and work plan are key components of the Techno-Commercial Bid. In this Section, Bidder should explain his understanding of the scope and objectives of the assignment, approach to the services, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Further, the Bidder should highlight the problems being addressed and their importance and explain the technical approach to be adopted to address them. It is suggested to present the required information divided into following four sections

A) Understanding of Scope, Objectives and Completeness of response

Please explain your understanding of the scope and objectives of the assignment based on the scope of work, the technical approach, and the proposed methodology adopted for implementation of the tasks and activities to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/ copy the ToR here.

B) Description of Approach and Methodology:

- Key guiding principles for the study.
- Proposed Framework.
- Information matrix
- Any other issues

C) Methodology to be adopted

Explaining of the proposed methodologies to be adopted highlighting of the compatibility of the same with the proposed approach. This includes:

- Detail research design including sample design and estimation procedure.
- Field Process Protocol control
- Suggestive tools for data collection.
- Analysis of field data and preparation of reports
- Any other issues

D) Staffing and Study Management Plan:

The Bidder should propose and justify the structure and composition of the team and should enlist the main activities under the assignment in respect of the Key Staff members responsible for it. Further, it is necessary to enlist of the activities under the proposed assignment with sub-activities (week wise). (Graphical representation)

Authorized Signatory [In full and initials]: _____

Name and Designation with Date and Seal: _____



Annexure 10: Format Indemnity Bond

(To be furnished in Stamp paper as per Stamp Act)

(Stamp Paper should be purchased in the name of the Service provider)

This deed of Indemnity executed by hereinafter referred to as 'Indemnifier' which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, representative and assignees in favour of M/s. Odisha State Cooperative Milk Producers' Federation Limited., Bhubaneswar, hereinafter referred to as the 'Indemnified' which expression shall unless repugnant to the context or meaning thereof, include its successors and assignees witnesses as to.

Whereas the indemnified herein has awarded to the Indemnifier herein a purchase order/ service order for the supply of on terms and conditions set out inter alia in the Purchase order/ Service Order No..... valued at Rs.....(Rupees only)

And Whereas, it is required under the above mentioned purchase order/ service order to provide an Indemnity bond to the indemnified to safeguard its interest, to be free from defect due to faulty material or workmanship for a period of.....calendar months from the date of receipt of stores or actual working hours from the date of commissioning whichever is earlier of the stores supplied by the Indemnifier to the indemnified.

The indemnifier hereby irrevocably agrees to indemnify the indemnified that for any and all claims, liabilities, damages, losses, costs, charges, expenses, proceedings & actions of any nature whatsoever made or instituted against or caused to be suffered by the Indemnified directly or indirectly by reasons of.

- I. any wrongful, incorrect, dishonest, criminals, fraudulent or negligent work default, failure, bad faith, disregard of its duties and obligation, act or omission by the Indemnifier.
- II. any theft robbery, fraud, or other wrongful action or omission by the Indemnifier and /or any of its staff

The indemnifier hereby irrevocably agrees to indemnify the indemnified that any items/ services loaned by indemnified for use by the indemnifier in the event of the products/ services getting damaged/ non-operational, or such that it affects its life guarantee, the indemnifier shall as may be deemed necessary repair or make good the defective assets at site, free of cost, within a reasonable time specified by the indemnified or reimburse the pro-rata cost of the stores to the extent the life not achieved as per the guarantee, or supply spare stores for the defective portion only free of cost at site in respect of the purchase order/ service order obligations that emanate from the same already referred to the extent of ₹.....(Rupees..... only)



For

(Signature with Name and Designation)

Station:

Date:

Company Seal

Witness

1.....

Signature with Name, Designation and Address

2.....

Signature with Name, Designation and Address



Annexure 12: Rate of GST

The bidders are required to provide the description of activities and applicable GST in the below format

#	Description	SAC/HSN Code	Rate of GST
1	Implementation (Design, Development & Deployment) of Integrated Dairy Management System including cloud hosting, Reporting and Dashboard Preparation along with 2 months post Go Live Support and Security Audit		This GST format is sample only. The rate of GST in Percentage to be quoted as format available in e-procurement portal against this tender.
2	Integration with ERP/SAP, other 3 rd party applications, Smart Systems		
3	Annual Operations and maintenance support		
4	Future Change Request		
5	Manpower Charges for Advisory Services		

Signature

Seal

Annexure 13: Integrity Pact

Integrity Pact

Between

Odisha State Cooperative Milk Producers' Federation Limited (OMFED) hereinafter referred to as "**The Principal**",

and

..... hereinafter referred to as "**The Bidder/ Contractor**"

Preamble

The Principal intends to award, under laid down organizational procedures, Contract/s for..... The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

Section 1 - Commitments of the Principal

- 1 The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -
 - a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a Contract, demand; take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the Contract execution.
 - c) The Principal will exclude from the process all known prejudiced persons.
- 2 If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s)/ Contractor(s)

- 1 The Bidder(s)/ Contractor(s) commit themselves to take all measures necessary to prevent corruption. The Bidder(s)/ Contractor(s) commit themselves to observe the following principles during participation in the tender process and during the Contract execution.



- a) The Bidder(s)/ Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the Contract or to any third person any material or other benefit which he/ s he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the Contract.
 - b) The Bidder(s)/ Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c) The Bidder(s)/ Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/ Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s)/Contractor(s). Further, as mentioned in the Guidelines all the payments made to the Indian agent/representative must be in Indian Rupees only.
 - e) The Bidder(s)/ Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 2 The Bidder(s)/ Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts

If the Bidder(s)/Contractor(s), before award or during execution has committed a transgression through a violation of Section 2, above or in any other form such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per the procedure mentioned in the Guidelines on Banning of business dealings in the manual of OMFED.

Section 4 - Compensation for Damages

- 1 If the Principal has disqualified the Bidder(s) from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit/ Bid Security.
- 2 If the Principal has terminated the Contract according to Section 3, or if the Principal is entitled to terminate the Contract according to Section 3, the Principal shall be entitled to demand and

recover from the Contractor liquidated damages of the Contract value or the amount equivalent to Performance Security.

Section 5 - Previous transgression

- 1 The Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in Guidelines on Banning of business dealings in the manual of OMFED.

Section 6 - Equal treatment of all Bidders/ Contractors/ Subcontractors

- 1 In case of Sub-contracting, the Principal Contractor shall take the responsibility of the adoption of Integrity Pact by the Sub-contractor.
- 2 The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
- 3 The Principal will disqualify from the tender process all Bidders who do not sign this Pact or violate its provisions.

Section 7 - Criminal charges against violating Bidder(s)/ Contractor(s)/ Subcontractor(s)

If the Principal obtains knowledge of conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to the Chief Vigilance Officer, OMFED.

Section 8 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the Contract, and for all other Bidders 6 months after the Contract has been awarded. Any violation of the same would entail disqualification of the Bidders and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged / determined by MD/ Chairman/ CMD of OMFED.

Section 9 - Other provisions

- 1 This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Bhubaneswar.
- 2 Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

- 3 If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- 4 Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5 In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

 (For & On behalf of the Principal)
 (Office Seal)

 (For & On behalf of the Bidder/Contractor)
 (Office Seal)

Place -----

Date -----

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____



Annexure 14: Format for submitting Pre-bid Queries

Bidder to submit the pre-bid queries in following format in both pdf format as well as excel

Name of Bidder:

Address of Bidder:

Name of contact person:

Email:

Phone:

Sl.No.	Clause No.	Page No.	Provision of Document	Queries / Suggestions

Annexure 15: Format for submitting profiles of manpower to be deployed for advisory services

A. Summary of the profiles

#	Role	Qualification	Experience	Profile Summary
1.	Programme Manager cum Technical Lead			
2.	Sector/Domain Expert			
3.	Functional Consultant-Procurement			
4.	Functional Consultant-Processing/ Operations			
5.	Functional Consultant-Logistics/ Transportation			
6.	Functional Consultant-Sales & Marketing			

B. Format for submission of detailed profile

#	Parameter	Details
1	Name of the professional	
2	Designation	
3	Proposed Position	
4	Qualification	
5	Professional Certification	
6	Total Year of experience	
7	Details of relevant experience (Please share project wise details- project objective, work done, period, result achieved etc.)	

Annexure 16: Consortium Operating Agreement (COA)

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

This Consortium Operating Agreement is entered on this the [date in words] day of [month in words] [year in 'yyyy' format].

AMONGST

1. [Name of the Lead member], a company incorporated under the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [registered address] (hereinafter referred to as the “First Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

AND,

2. [name of Non-Lead Member], a company incorporated under the Companies Act, 1956/2013 or Partnership firm registered under the registered Partnership Act 1932 or A Limited Liability Partnership under Limited Liability Partnership Act of India, 2008 having its registered office at [registered address] (hereinafter referred to as the “Second Part” which expression shall, unless repugnant to the context include its successors and permitted assigns);

The above-mentioned parties of the [FIRST, SECOND] PART are collectively referred to as the “Parties” and each is individually referred to as a “Party”.

WHEREAS,

- a) OMFED, a Government of Odisha Undertaking registered under the Companies Act, 2013 having its head office at at OMFED House, Bhubaneswar-751007 (hereinafter referred to as the “the Tender Inviting Authority ” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited proposals (“the Applications”) by its Notice Inviting Tender No: [as mentioned in the NIT] dated: [.](the “NIT”) for appointment of service provider for [name of assignment] (the “IDMS”).
- b) The Parties are interested in jointly bidding for the Implementation of Integrated Dairy Management System as members of a Consortium and in accordance with the terms and conditions of the NIT document and other bid documents in respect of the Implementation of Integrated Dairy Management System, and



- c) It is a necessary condition under the Implementation of Integrated Dairy Management System document that the members of the Consortium shall enter into a Consortium Operating Agreement and furnish a copy thereof with the Application.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and interpretations: In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the tender document.
2. Consortium
 - a) The Parties do hereby irrevocably constitute a consortium (the "Consortium") for the purposes of jointly participating in the selection process for the Implementation of Integrated Dairy Management System.
 - b) 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 Implementation of Integrated Dairy Management System, either directly or indirectly or through any of their Affiliates.
3. Covenants: The Parties hereby undertake that in the event the Consortium is declared the selected service provider and awarded the Implementation of Integrated Dairy Management System, the Parties shall enter into a contract for Implementation of Integrated Dairy Management System services ("Contract") with OMFED and for performing all obligations as the service provider in terms of the Contract for the Implementation of Integrated Dairy Management System.
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 Member in Charge 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 selection process for the Implementation of Integrated Dairy Management System and until the Effective Date under the Contract;
 - b) Party of the Second Part shall be [role]
5. Joint and Several Liability: The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the Implementation of Integrated



Dairy Management System and in accordance with the terms of the NIT and the Contract, for the performance of the Contract.

6. Lead Member: Without prejudice to the joint and severe liability of all the Parties, each Party agrees that it shall exercise all rights and remedies under the Contract through the Lead Member and the Institution shall be entitled to deal with such Lead Member as the representative of all Members. Each Party agrees and acknowledges that:

- a) any decision (including without limitation, any waiver or consent), action, omission, communication or notice of the Lead Member on any matters related to the Contract shall be deemed to have been on its behalf and shall be binding on it. OMFED shall be entitled to rely upon any such action, decision or communication from the Lead Member;
- b) consolidated invoices for the services in relation to the Implementation of Integrated Dairy Management System performed by all the Members/Parties shall be prepared and submitted by the Lead Member and the OMFED shall have the right to release payments solely to the Lead Member and the OMFED shall not in any manner be responsible or liable for the inter se allocation of payments, works etc. among the Parties;
- c) any notice, communication, information or documents to be provided to the Service provider shall be delivered to the authorized signatory of the service provider (as designated pursuant to the Contract) and any such notice, communication, information or documents shall be deemed to have been delivered to all the Parties.

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 organized, 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 authorized 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 favor of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the Party 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 organizational documents thereof;
 - (iv) violate any clearance, permit, concession, grant, license or other governmental authorization, 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 one year beyond the Contract period, in case the Implementation of Integrated Dairy Management System is awarded to the Consortium. However, in case the Consortium is not selected for award of the Implementation of Integrated Dairy Management System, the Agreement will stand terminated upon intimation by the OMFED that it has not been selected and upon return of the Bid Security by the OMFED.

9. Miscellaneous

- a) This Consortium Operating Agreement shall be governed by laws of India.
- b) The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of OMFED.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED & DELIVERED



For and on behalf of

Lead Member by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED

For and on behalf of

Non Lead Member by:

[Signature]

[Name]

[Designation]

[Address]

SIGNED, SEALED & DELIVERED



Annexure 17: SA 8000 Compliance Format

A. Basic information

Name of the organization	
Registered Office Address	
Telephone No / Mobile No.	
Name of the contact person	
Number of employees (staff and Workers)	

B. Information regarding Social Accountability

- What is the minimum age required to join your organization _____ Years
- Do you engage child labour in any light work? Yes / No
- What types of certificates / ID proof (Like mark sheet, Birth certificate, Aadhar card) you keep with you? Original / Photocopy
- Do you require to keep any kind of deposit at the time of employment? Yes / No
- Do the workers know the risk / hazard associated with their work? Yes / No
- Do you provide personal protective equipment(s) to your employees free of cost? Yes / No
- Do you ensure canteen facility for your employees? Yes / No
- What types of medical benefits you provide to your employees?

- Do you allow trade union and collective bargaining? Yes / No
If no, how do you ensure freedom of expression? (Write NA if you mark as yes)

- In case of non-performance of any employee, how do you deal with such situations?

- What are the procedures of hiring /promotion in your organization?

- Do you provide appointment letter to your employees? Yes / No
- Do you maintain a documented terms and conditions of employment, or personnel file? Yes/ No
- If no, how do you terminate your employee?

- How do you ensure that your employees are not discrimination on the basis of cast creed, gender, religion, age etc?

- How many shift you have? _____
shifts

- Which day is off day in your organization? _____

- In case, a person works in off day or holiday, how he / she is compensated?

- Do you engage worker in overtime? Yes / No
- Do you pay overtime to your employees as per law? Yes / No



- Lowest amount (salary / wage) you pay to your employees? ₹ _____/- (per day)
- Highest amount paid by you? ₹ _____/- (per day)
- Is there any case of deduction in wage? Yes / No
- In case, it is yes, what are the general reasons for such deduction?

- Have you taken care to look into issues related to child labour Forced labour, health & safety, working hours and remuneration of your suppliers Yes / No

Declaration:

We do hereby declare that our organization is committed to the principles of social accountability. We will promptly implement remedial / corrective actions identified against the requirement and will promptly inform your organization. We also declare that the sub-contractor / sub supplier’s performances are monitored by us regarding issues related to SA8000.

Moreover, we declare that if invited, we shall participate in awareness programme as well as monitoring programme organized by you.

We declare that the above-mentioned information are correct to the best of our knowledge

(Signature)

Name of the person: _____

Designation: _____



Date ____/____/____

Seal

Signature of the Authorized Signatory of the Bidder with



Annexure 18: Letter from Original License Holder/Owner confirming the authorization and extension of required support throughout the Contract Period

(On the letterhead of Original License Holder/Owner)

Date: _____

Tender No. _____

In response to the Tender Document stated above, We, _____, (name and address of the License Holder/Owner), are the Original License Holder/Owner of the COTS/ SaaS based application/solution/product/system for Vendor Management/ Supplier Management / Vendor Relationship Management/ Supplier Relationship Management / Procure to Pay/ Source to Pay / e-procurement management/ Tender Management being offered to OMFED.

We hereby declare,

1. that, we have authorized M/s _____ (name and address of the bidder) to participate in bid, negotiate and conclude the contract with you against the above-mentioned tender for the COTS/ SaaS based application/solution/product/system developed/Owned by us.
2. that, the proposed products & solutions are capable to fulfil the technical specifications /requirements published in the above-mentioned tender.
3. that, the offered solution will not be end of the life for minimum 10 Years from the date of bidding and the support for this SaaS based solution will be provided from our end as per requirement throughout the contract period.
4. That, we have not been blacklisted by any Union Territory/ Central / State Government Department or Central/State Public Sector Units (PSUs) or Smart City in India as on bid submission date.

(Signature & Stamp)

Name of the authorized signatory

Designation

Contact number

Address:

