



**REQUEST FOR PROPOSAL  
FOR  
SELECTION OF AN AGENCY FOR DESIGN,  
DEVELOPMENT AND MAINTENANCE OF CMS  
BASED WEBSITE  
FOR  
THE ODISHA STATE COOPERATIVE MILK  
PRODUCERS' FEDERATION LTD. (OMFED)**

**(through e-tendering)**

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THE ODISHA STATECO-OPERATIVE MILK PRODUCERS' FEDERATION LTD-2,  
SAHID NAGAR, BHUBANESWAR

PHONE: 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 – 2540974

Website: [www.omfed.com](http://www.omfed.com) E-mail: [omfed@yahoo.com](mailto:omfed@yahoo.com)

**E-Procurement notice**

Tender document No.: SYS/50/WS&DM/2025/976

dated 03.03.2025

|     |  |  |
|-----|--|--|
| 1.  | Work name  | Selection of an agency for Design, Development and Maintenance of CMS Based Website for Odisha State Cooperative Milk Producers' Federation Ltd. (OMFED) |
| 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: 07.03.2025; Time: Till EOD<br>queries may be sent by email to <b>omfed@yahoo.com</b>   |
| 4.  | Pre-bid meeting  | Date: 11.03.2025; Time: 03:00 PM;<br>Venue: Virtual mode   |
| 5.  | Issue of responses to pre-bid queries, addendum / corrigendum, if required         | Date: 13.03.2025   |
| 6.  | Bid Due Date   | Date: 17.03.2025; Time: 05:00 PM   |
| 7.  | Opening of Technical Bid   | Date: 18.03.2025; Time: 05:00 PM   |
| 8.  | POC / Presentation   | To be informed to Technically Pre-Qualified Bidders  |
| 9.  | Opening of Price Bid   | To be informed to Technically Qualified Bidders  |
| 10. | Tender Paper Fee (nonrefundable) including GST                                     | Amount: INR 2,950 /- (Rupees Two Thousand Nine Hundred Fifty only) including GST@18%   |
| 11. | Earnest Money Deposit (EMD)  | Amount: INR 25,000 (Rupees Twenty-Five Thousand only)  |

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](http://www.tendersodisha.gov.in)) and on the website of OMFED ([www.omfed.com](http://www.omfed.com)). OMFED reserves the right to reject any or all bids without assigning any reason thereof.

Sd/-

Managing Director  
OMFED



[www.omfed.com](http://www.omfed.com)

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

OMFED, D-2, Sahid Nagar, Bhubaneswar – 751007

Tel. No. 0674-2546030, 2546121, 2540576

E-mail Id: [omfed@yahoo.com](mailto:omfed@yahoo.com)

**Request for Proposal (RFP) Notice**

OMFED invites Request for Proposal (RFP) for **Selection of an agency for Design, Development and Maintenance of CMS Based Website for Odisha State Cooperative Milk Producers' Federation Ltd. (OMFED).**

Interested bidders may submit their offers latest by 05:00 P.M. dt. 17/03/2025. The cost of tender paper is ₹2,950/- (incl. GST 18%) along with EMD of ₹25,000/- (Rupees Twenty-Five Thousand Only) to be submitted online on the e-tender portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) in favor of OMFED payable at Bhubaneswar. For details visit our official website: [www.omfed.com](http://www.omfed.com).

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

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

Sd/-  
Managing Director

## 1. Schedule for the Tender

| Sl. No. | Parameter   | Details   |
|---------|---|---|
| 1.      | Date of publication of Tender   | Date: 03.03.2025 Time: 06:45 PM   |
| 2.      | Availability of tender documents on the e-tendering portal of Government of Odisha & on the OMFED Website | Date: 03.03.2025 Time: 06:45 PM   |
| 3.      | Last date for sending queries to OMFED  | Date: 07.03.2025; Time: Till EOD queries may be sent by email to <b>omfed@yahoo.com</b> |
| 4.      | Pre-bid meeting   | Date: 11.03.2025; Time: 03:00 PM;<br>Venue: Virtual & Will be intimated by mail         |
| 5.      | Issue of responses to pre-bid queries, addendum/ corrigendum, if required                                 | Date: 13.03.2025  |
| 6.      | Bid Due Date  | Date: 17.03.2025; Time: 05:00 PM  |
| 7.      | Opening of Technical Bid  | Date: 18.03.2025; Time: 05:00 PM  |
| 8.      | POC / 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                |

### OMFED

**The Orissa State Cooperative Milk Producers' Federation Ltd.**

D-2, Saheed Nagar, Bhubaneswar-751007.

Phone No: 0674-2544576, 2546030, 2546121, 2540417, 2540273

Customer Care Telephone No.- 0674-2547119,

Fax: 0674-2540974 Email Id: **omfed@yahoo.com**

## 2. DATA SHEET

| Sl. No. | Parameter                                       | Details   |
|---------|---|---|
| 1.      | Name of tender                                  | Selection of an agency for Design, Development and Maintenance of CMS Based Website for Odisha State Cooperative Milk Producers' Federation Ltd. (OMFED)      |
| 2.      | Type of tendering                               | Open tendering  |
| 3.      | Mode of tendering                               | e-tender  |
| 4.      | E-tender site                                   | <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>  |
| 5.      | OMFED Website                                   | <a href="http://omfed.com/">http://omfed.com/</a>   |
| 6.      | Tender Paper Fee (non-refundable) including GST | INR 2,950 /- (Rupees Two Thousand Nine Hundred Fifty only) including GST@18%  |
| 7.      | Earnest Money Deposit (EMD)                     | INR 25,000 /- (Rupees Twenty-Five Thousand only)  |
| 8.      | Amount of Performance Security                  | 10% of the total Contract value (excluding taxes) amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in <b>Annexure-11</b> |
| 9.      | Nodal Officer                                   | Name: Sri. Jitendra Kumar Barada,<br>Designation: In-charge (IT)<br>Phone No.: 0674-2546030/ 2546121/2540417<br>Email: <b>omfed@yahoo.com</b>                 |
| 10.     | Address of OMFED                                | OMFED,<br>D-2, Sahid Nagar, Bhubaneswar - 751 007<br>Odisha, India  |
| 11.     | Tender document No                              | <b>SYS/50/WS&amp;DM/2025/976</b> dtd. 03.03.2025  |

### **3. Disclaimer**

- 3.1 This RFP document is neither an agreement nor an offer by OMFED to the prospective Bidders or any third party. The purpose of this RFP document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP document.
  - 3.2 This RFP 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 RFP 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 RFP document. The assumptions, assessments, statements and information contained in the RFP 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 RFP document and obtain independent advice from appropriate sources.
  - 3.3 Information provided in this RFP 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.
  - 3.4 OMFED, its employees 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 RFP document, or any matter deemed to form part of this RFP document, or arising in any way in relation to this Bidding Process.
  - 3.5 Neither OMFED nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP 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 RFP document.
  - 3.6 The Bidder should confirm that the RFP 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 OMFED immediately in writing.
  - 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the RFP Documents.
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- 3.8 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 RFP Documents.
- 3.9 This RFP 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 RFP 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 RFP document). In the event after the issue of the RFP document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this RFP document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.
- 3.10 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 RFP document at any time during the Bidding Process. All such changes shall be uploaded on the website of OMFED. It is the duty of Bidders to visit the website of OMFED regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 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 RFP document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this RFP document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RFP 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 RFP document and shall render the Bid liable for rejection. OMFED's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the RFP document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RFP document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.
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## 4. Introduction

- 4.1 The Orissa State Cooperative Milk Producers' Federation Limited (OMFED) is the apex-level Dairy Cooperative Society, registered under the Cooperative Society Act of 1962. It was established to bridge the gap between rural milk producers and urban consumers, fostering growth with an entrepreneurial spirit. OMFED's core activities include promotion, production, procurement, processing, and marketing of milk and milk products, as well as providing subsidized cattle feed to support the economic development of the rural farming community in Odisha.
- 4.2 The Odisha State Cooperative Milk Producers Federation Ltd. (hereinafter referred to as "**OMFED**" or "**Authority**" or "**User Department**") aims to revamp its official website. In alignment with this vision, OMFED seeks to enhance its digital presence by developing a modern, user friendly website.
- 4.3 Accordingly, OMFED intends to appoint an agency (hereinafter referred to as "Agency") for design, development (One Time) of CMS based website and maintenance of website for a period of three (3) years post Go-live (hereinafter referred to as "contract duration").
- 4.4 The engagement will focus on revamping and maintenance of official website of Odisha State Cooperative Milk Producers Federation Ltd. ([www.omfed.com](http://www.omfed.com)).
- 4.5 The primary objective is to ensure the revamped website delivers seamless user experience, effectively engages visitors and enhances OMFED's digital footprint.

## 5. Scope of Services

The broad scope of work for this assignment includes but is not limited to are as follows:

### 5.1 Design, Development of CMS Website

- 5.1.1 Design, Development (Revamping) of dynamic bilingual (English & Odia) website with Content Management Facility (CMS) to facilitate easy updates and management.
- 5.1.2 **Clean and focused design:** The proposed website must be visually appealing, polished and professional. There should be good use of color. It should have easily readable text, meaningful graphics, quality photography and professional in design with an intuitive user interface.
- 5.1.3 **Professional Branding:** Strengthening OMFED's digital branding through visually appealing and consistent design elements. The site must be polished and professional.
- 5.1.4 **Content:** Along with style, the proposed website must have substance and complete information. Website should be Bilingual (Odia and English) with comprehensive and well-structured information.
- 5.1.5 **Functionality:** Each component of the proposed website should work quickly and correctly. It should be kept simple and well organized. It should have fast-loading pages, high-performance, minimal scroll, consistent layout, prominent, structured and logical navigation, responsive layout across devices and descriptive link text.
- 5.1.6 **Cross-platform/browser compatibility:** The website should work for all the different kind of browsers and their latest versions. It should not break or look different across the different browser platforms. Website should be responsive

and should work perfectly and seamless user experience on all mobile devices & tablets browsers.

- 5.1.7 **Screen Resolution:** The screen resolution of the website should be high enough so that the content looks attractive and easily readable.
- 5.1.8 **Search Engine Optimized (SEO) Pages:** The website pages should be optimized for the search engine with SEO optimized code structure & best practices to enhance search visibility and ranking.
- 5.1.9 **Mobile Website:** The website should be working well when opened from the latest version mobile device browsers and should look attractive in mobile too as many users are using mobile devices to browse through the websites.
- 5.1.10 Website will be audited through CERT-IN empaneled Auditor before Go-Live.
- 5.1.11 **Security of Website:** The website should allow secured socket layer. The website shall be security audited according to OWASP (Open Web Application Security Project) application security verification standard.
- 5.1.12 **Navigation:** The navigation system for the website should be intuitive such that audience can easily find the required stuff from the OMFED website.
- 5.1.13 **Advance Search Feature:** Website should have good search feature. All the content should be easily searchable from the website through Title, Section and Sorting options are available to search contents.
- 5.1.14 **Web Content Accessibility:** Website should follow Web Content Accessibility Guidelines (WCAG) as per GOI guidelines (GIGW), refer <http://guidelines.gov.in/> & page link can be shared on social media.
- 5.1.15 **Visitor Count and Google analytics:** The Website will have the visitor count, integrated with Google analytics.
- 5.1.16 **Deployment and Hosting:** The Agency shall deploy the website on either Odisha State Data Centre Servers / any public cloud hosting solutions as per the requirements and shall ensure Go-Live readiness in all aspects.
- 5.1.17 **Training to the OMFED IT Staff:** Agency shall provide training (face-to-face or through remote web conference) to OMFED IT Staff for the deployment and day-to-day administration of the website. Training should be free of cost and 3 days training will be provided.
- 5.1.18 **Testing:** All types of post-development testing to be performed by Agency (like Beta testing, Load testing etc.) The User Acceptance Testing will be carried out by the OMFED.
- 5.1.19 **Social Media Integration:** The website should have good social media integration (share buttons, follow buttons on internal pages' content sharing.)
- 5.1.20 **Unicode Fonts:** Website would be built with Unicode fonts so no font downloads required in any condition.
- 5.1.21 **Copyright and Property:** Designed, technical documents and source code is the property of OMFED. Hence, agency is expected to submit all the required documents/media post go live and after implementation.
- 5.1.22 **End to End Commissioning of the Website:** End to End Commissioning of the

Website will include Mockup Design, Development, Testing, Pre-launch, Go-Live and Training, Maintenance and Support.

5.1.23 All the website bilingual contents will be provided by OMFED.

## 5.2 Website Operation and Maintenance

5.2.1 Operation and maintenance of OMFED website that includes Addition /Editing /Updation of content (text, images, videos) and ensure visibility of OMFED Website on top search results through organic SEO.

5.2.2 Optimize website visitor experience to minimize page load time, Creation of landing page to support the branding and promotion efforts of OMFED, Multiple user id creation with login support for website content uploading, reviewing & approval database entry, updating and management.

5.2.3 All the website bilingual contents will be provided by OMFED in the AMC period.

5.2.4 Yearly one time benchmarking of OMFED website for performance optimization.

5.2.5 All the bilingual & periodic contents will be provided by OMFED.

## 5.3 SEO & Website Analytics

| Sl. No. | Type of Data            | Data Points  |
|---------|-------------------------|--|
| 1.      | Website Analysis        | The current position of OMFED Website ( <a href="http://www.omfed.com">www.omfed.com</a> ) with respect to SEO Results, Rankings and other attributes. (One Time)  |
| 2.      | Website Traffic Details | <ul style="list-style-type: none"> <li>• Number of unique site visitors</li> <li>• Number of return visits to website</li> <li>• Average time spent on website</li> <li>• Average time for page load</li> <li>• Visitor journey mapping through individual visitor/cookie level reporting</li> </ul>   |
| 3.      | Website Traffic Sources | <ul style="list-style-type: none"> <li>• Percentage of direct traffic – visitors that visit site by typing the URL into their browser</li> <li>• Percentage of referral traffic – visitors that visit site by clicking on a URL on another website</li> <li>• Percentage breakup of referral sources</li> <li>• Percentage of organic traffic</li> <li>• Campaign traffic – visitors that visit website through a dedicated campaign or clicking on a link with certain tracking parameters</li> </ul>   |
| 4.      | Organic Searches        | <p>Percentage of traffic from organic searches - the traffic to site generated by organic searches can be directly correlated with search engine optimization strategy. Some metrics are as follows:</p> <ul style="list-style-type: none"> <li>• number of lead conversions assisted by organic search</li> <li>• number of customer conversions assisted by organic search</li> <li>• percentage of traffic associated with branded keywords</li> <li>• percentage of traffic associated with unbranded keywords</li> <li>• All the contents will be provided by OMFED for SEO.</li> </ul> |

**Note:**

- a) The Agency shall be responsible for hosting the website for OMFED in Odisha State Data Centre / Public Cloud. The hosting management, operations, optimizations, website response times, availability SLAs or any other hosting related services would be hosting provider's responsibility.
- b) Scheduled Maintenance Time should not be more than two hours per month and OMFED should be informed at least 48 hours in advance and subsequent intimation should be done to customer.
- c) The OMFED will provide all the required software licenses installed to run the website.
- d) All costs relating to purchase/ renewal of software and licenses shall be borne by OMFED.

## 6. Minimum Eligibility Criteria

To be eligible for pre-qualification and short-listing for evaluation of Technical and Financial Bid, the agency shall fulfill the following eligibility conditions:

| Sl. No.                   | Criteria  | Required Documents   |
|---------------------------|---|--|
| <b>Technical Criteria</b> |   |  |
| 6.1                       | The bidder should be registered under the Companies Act, 1956 or 2013 or LLP firm/ Partnership firm under Partnership Act 1932 and should in operation for at least 08 years as on the Bid submission date.<br><br><b>Note:</b> Any consortium / joint venture should not be allowed. | The Agency must submit a proof of Registration of the legal entity (Certificate of Incorporation / LLPIN)                  |
| 6.2                       | The bidder should have valid GST registration certificate, PAN & must be registered as SME/MSME   | PAN, GSTIN registration, MSME certificate copy along with KYC of all active directors/partners to be submitted             |
| 6.3                       | The bidder should have registered office & must have development center located in Odisha   | Undertaking from signing authority in company letterhead to be submitted   |
| 6.4                       | The bidder should be ISO 9001, ISO 20000-1 & ISO 27001 certified company  | ISO certification copy need to be submitted  |
| 6.5                       | The bidder should be a CMMI Level 3 company OR more   | CMMI certification copy need to be submitted   |
| 6.6                       | <b>The agency must be empaneled with Odisha Computer Application Centre (OCAC) in Tier – II as per the Notification Number 4023/E&amp;IT Dated: 26/09/2023</b>  | OCAC empanelment agreement copy / Electronics & Information Technology Department empanelment notification to be submitted |
| 6.7                       | The Agency should have on its payrolls a minimum of 30 professionals as on 31 <sup>st</sup> March 2024  | Agency should submit the undertaking Letter in the letterhead from HR as documentary evidence                              |
| 6.8                       | The Agency should not be blacklisted by any Department/ Agency/ PSU in any State or Central Government of India as on date of submission of bid.  | Self-declaration undertaking to be submitted in letterhead of agency as per the format given in <b>Annexure-6</b>          |
| 6.9                       | The bidder should have successfully executed Design & development of 5 nos. of CMS based website / web application projects for any Central Govt./State Govt./Govt. Agency/PSUs in India.   | Copy of Work Order & Completion/Go-live Certificate from client need to be submitted.                                      |
| 6.10                      | The bidder should have successfully executed 1 Work Order with <b>10</b> Lakhs in Designing & Development of  | Copy of Work Order & Completion Certificate from client need to be submitted.  |

|                           |  |   |
|---------------------------|--|---|
|                           | Website / Web Application & AMC<br><b>OR</b><br>3 Work Orders with <b>05 lakhs</b> / more each in Designing, Development of Website / Web Application & AMC for working with any Central Govt./State Govt./PSUs in India during last 05 years. |   |
| 6.11                      | The bidder should have completed at least 2 STQC Certification, 3 numbers of CERT-In audit certification for any website / web application projects for any Central Govt./State Govt./PSUs in India.   | Copy of audit certificate need to be submitted.   |
| <b>Financial Criteria</b> |  |   |
| 6.12                      | The Agency should have <b>Minimum Average Annual Turnover of INR 2 Crore</b> for the last 3 (Three) financial years (i.e. FY <b>2021-22, FY 2022-23, FY 2023-24</b> ).   | CA certified Turnover certificate with valid UDIN need to be submitted  |
| 6.13                      | The agency must have ITR submitted for the last 3 (Three) financial years (i.e. FY <b>2021-22, FY 2022-23, FY 2023-24</b> )  | Audited Balance Sheet, statement of Profit & loss & ITR copy to be submitted  |
| <b>Other Criteria</b>     |  |   |
| 6.14                      | Tender Paper Fee, EMD amount and Power of Attorney   | <ul style="list-style-type: none"> <li>a) Proof of Payment of Tender Paper Fee; please refer to <b>Clause 8.6</b> for further details.</li> <li>b) Proof of Payment of EMD; please refer to <b>Clause 8.7</b> for further details.</li> <li>c) Power of Attorney (as per format given in <b>Annexure-5</b>) in favor of the authorized signatory of the bidder. Please refer to <b>clause 8.5</b> for further details.</li> </ul> |
| 6.15                      | The Bidder whose Contract / Agreement with OMFED had been terminated / Failed to perform will not be eligible to participate in the bidding process.   | Decision of OMFED in this regard is final & binding on all such entities  |
| 6.16                      | Any influence on any of the employees of the Buyer organization to favor the bidder lead to disqualification of the bidder without notice  |   |

**Note:**

- a. The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b. Only completed projects shall be considered as part of experience. Any ongoing, partially completed project shall not be considered as part of any credential and if submitted shall be solemnly rejected.
- c. The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer shall not be considered towards any qualification criteria.
- d. Bidding in the form of a consortium is **NOT** allowed.

## 7. Eligibility and Evaluation Methodology

### 7.1 Eligibility

Only those Agencies who meet the Minimum Eligibility Criteria as per Clause 4 shall qualify for evaluation of their Technical bid and financial bids will be opened for those who qualify for the Technical bid. Evaluation of the Technical and Financial proposals will be based on Quality cum Cost Based Selection (QCBS) mode with weightage of 70% and 30% for technical and financial proposals, respectively. This evaluation will consider various factors, including the bidder's track record, financial capabilities, customer handling experience, technical bid, price bid, and adherence to commercial terms and conditions.

### 7.2 Evaluation of Technical Bid

- i. All the bidders who secure a Technical Score of **70%** or more will be declared as technically qualified.
- ii. The bidder with highest technical bid (**H1**) will be awarded 100% score.
- iii. Technical Scores for other than **H1** bidders will be evaluated using the following formula:  
**Technical Score of a Bidder = {(Technical Bid score of the Bidder/ Technical Bid Score of H1) X 100} %** (Adjusted to two decimal places)
- iv. The commercial bids of only the technically qualified bidders will be opened for further processing.

### 7.3 Evaluation of Financial Bid

- i. The Financial Bids of the technically qualified bidders will be opened in the presence of bidder's representatives.
- ii. The bidder with lowest financial bid (L1) will be awarded 100% score.
- iii. Financial Scores for other than L1 bidders will be evaluated using the following formula:  
**a. Financial Score of a Bidder = {(Financial Bid of L1/Financial Bid of the Bidder) X 100} %** (Adjusted to two decimal places).
- iv. The bid price will be exclusive of all taxes and levies and shall be in Indian Rupees.
- v. Any conditional bid would be rejected.
- vi. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".

### 7.4 Combined Evaluation of Technical & Financial Bid

- i. The technical and financial scores secured by each bidder will be added using weightage of 70% (Technical) and 30% (Financial) respectively to compute a Composite Bid Score.
  - a.  **$B_n = 0.70 * T_n + 0.30 * F_n$**
  - b. Where **B<sub>n</sub>** = overall score of bidders
  - c. **T<sub>n</sub>** = Technical score of the bidder (out of maximum of 100 marks)
  - d. **F<sub>n</sub>** = Normalized financial score of the bidder



- ii. The bidder securing the highest Composite Bid Score will be adjudicated as the Best Value Bidder for award of the Project.
- iii. Composite score of the Bidders for the bid shall be worked out as under:

| Bidder | Technical Score | Financial Score | Weighted Technical Score (70% of B) | Weighted Financial Score (30% of C) | Composite Score (F=D+E) |
|--------|-----------------|-----------------|-------------------------------------|-------------------------------------|-------------------------|
| A      | B               | C               | D                                   | E                                   | F                       |
|        |                 |                 |                                     |                                     |                         |

### 7.5 Technical Evaluation

The technical proposal shall be evaluated based on the information provided.

| Sl. No | Criteria   | Marks            |
|--------|--|------------------|
| 1      | Experience on Designing & Development of CMS based Website / Web Application Project for any Central/State Govt./ Govt. Agency / PSU in India during last 05 Years<br><br>5 Marks for each project   | Maximum 25 Marks |
| 2      | Experience on Designing & Development of CMS based Website Project for any Milk Union / Dairy Plant / Milk Federation<br><br>2.5 marks for each project  | Maximum 5 Marks  |
| 3      | Experience in CMS based Website Designing, Development / Web Application & AMC for any Central/State Govt./ Government Agency / PSU in India.<br><br>Value more than <b>20</b> lakhs for 1 project - 15 Marks.<br>OR<br>Value more than <b>10</b> lakhs each project - 5 Marks for each project. | Maximum 15 Marks |
| 4      | Should have completed 3 numbers of CERT-IN audit certification for any website / web application projects with any Central Govt./State Govt./PSUs in India.<br><br>2 mark for each certificate   | 6 Marks          |
| 5      | The bidder should have executed 2 STQC Audit certification for website/web application projects for any Central Govt./State Govt./PSUs in India.   | 4 Marks          |

|   |  |          |
|---|--|----------|
|   | 2 mark for each certificate  |          |
| 6 | ISO & CMMi certification - [5 Marks]<br>ISO 9001- 1 Mark<br>ISO 20000-1– 1 Mark<br>ISO 27001– 1 Mark<br>CMMI Level 3 – 1 Mark<br>CMMI Level 5 – 2 Mark | 5 Marks  |
| 7 | Average annual turnover in last three financial years<br>For first 2 Crores INR – 5 Marks<br>For additional 50 Lakhs – 2 Marks each                    | 10 Marks |
| 8 | Presentation, Approach, Methodology and demonstration of prototype and CMS capability for OMFED website.   | 30 Marks |

**The cut-off mark for qualification in the technical proposal evaluation is set at 70 points.**

## **7.6 Commercial Bid**

### **7.6.1 Opening of Commercial Bids**

The Purchaser will open the commercial bids of qualifying bidders in the presence of representatives from the bidders who choose to attend. The time, date, and location for the opening will be determined by the Purchaser.

### **7.6.2 Evaluation of Commercial Bids**

The Purchaser will evaluate the commercial bids for completeness and accuracy. Any arithmetical errors will be corrected based on the following criteria:

1. If there is a discrepancy between the unit price and the total price (calculated by multiplying the unit price by the quantity), the unit price will take precedence, and the total price will be adjusted accordingly.
2. In cases where discrepancies exist between the written amount and the numerical figures, the amount in words will prevail.

The overall bid price, adjusted as necessary, will be used by the Purchaser for the commercial evaluation of the bids.

## 8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this RFP are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://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.
- 8.2 The RFP documents shall be available on the state e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and the website of OMFED ([www.omfed.com](http://www.omfed.com)). There shall be no sale of hard copies of the RFP documents. RFP 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.
- 8.3 E-tendering process is mentioned in **Chapter 10**.
- 8.4 The bids are to be submitted in two covers, consisting of: (i) Technical Bid (under Cover I) and (ii) Price Bid (under Cover II). Both the Technical Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to RFP submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in **Annexure-5** of this Bid document. Each page of all scanned documents submitted as part of the Technical Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page. The power of attorney in case of company shall submit the board resolution in this regard.
- 8.6 **Tender Paper Fee**
- 8.6.1 The Bidder shall pay to OMFED a non-refundable amount ("**Tender Paper Fee**"), indicated in the Data Sheet, as part of its Technical Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 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 Technical Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 **Earnest Money Deposit (EMD)**
- 8.7.1 Bidders as part of their Technical Bid shall have to submit an Earnest Money Deposit; the amount of the EMD as indicated in the Data Sheet.

**8.7.2 Mode of Payment:** The EMD shall be in the form of DD and in favour of OMFED, Bhubaneswar payable at Bhubaneswar. The mode of submission of the EMD is also indicated in the Data Sheet. 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.

**8.7.3 EMD Exemption:** MSME Registered bidders are exempted on EMD. The bidders who are exempted to deposit Earnest Money Deposit (EMD) are required to attach copies of relevant documents evidencing such exemption granted, along with the Technical Bid document while submitting. The Bidders, who does not submit EMD Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

**8.7.4 Return of EMD:**

The EMD of the technically disqualified Bidders shall be returned after declaration of the list of technically qualified Bidders. 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 by OMFED.

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

**8.7.6 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;
- 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;
- vii) in case the Technical Bid of a Bidder contains any information on the Price Bid of the Bidder;

8.7.7 In case of cancellation of the RFP before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

**8.8 Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least 180 Days (06 Months) from the Bid Due Date, as given in the Schedule for the RFP. 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.

- 8.9 **Issue of clarifications:** Bidders may also send their queries by email; queries received after the last date for sending queries (as per the Schedule for the RFP) may not be considered by OMFED. The responses to the queries received shall be published by OMFED on its website or will be discussed during pre-bid meeting or will be sent through mail and the same shall also be considered to be a part of the RFP documents; however, the source of queries shall not be mentioned.
- 8.10 **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 RFP document, which shall be available for download on its website ([www.omfed.com](http://www.omfed.com)) and the same shall also be considered to be part of the RFP document. 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.
- 8.11 **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.
- 8.12 **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 requirement of the project (website design & development, maintenance etc.), RFP documents, general condition of contract, submission formalities and evaluation mechanism, including the proforma agreement;
  - ii) received all relevant information/content requested from OMFED;
  - iii) Acknowledged and accepted the risk of inadequacy, error or mistake in the information provided in the RFP document or furnished by or on behalf of OMFED relating to any of the matters related to this RFP 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 RFP document including the contract (to be signed with OMFED) and performance of all of its obligations there under;
  - 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 RFP document or the bidding process, including any error or mistake therein or in any information or data given by OMFED.

- 8.13 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the RFP 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.

**8.14 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.

**8.15 Bid to be submitted by Bidders:** The bid to be submitted by Bidders shall consist of the Technical Bid and the Price Bid.

**8.15.1 Technical Bid:** Bidders shall have to submit their Technical Bid online in e-Tender Portal. The Technical Bid should consist of clear and legible copies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the RFP. The Technical Bid shall contain no information on the Price Bid of the Bidder. The Technical Bid shall consist of the following:

- i) Covering Letter and Mandate as per **Annexure-3** and **Annexure-4**, respectively
- ii) Documents Supporting Eligibility Criteria (Refer Chapter 6)
- iii) Technical Bid checklist as per **Annexure-12**
- iv) Mandate Form for Bank payment as per **Annexure-4**

**8.15.2 Price Bid:** The Price Bid shall be submitted as per the price bid format attached with the tender document as per e-tender portal and sample is mentioned in **Annexure-10**.

#### **8.16 Material deviation**

**8.16.1** Bids shall be liable for rejection in case of material deviation, that shall include, inter alia, the following:

- i) The Technical Bid or any accompanying document or Price Bid submitted by the Bidder is not in accordance with the formats given in this RFP document.
- ii) The Technical Bid is not accompanied by all the documents required to be submitted in terms of this RFP document as per **Clause 8.15.1**
- iii) It does not contain all the information (complete in all respects) as requested in this RFP document (in accordance with the formats provided in this RFP document);
- iv) The Technical Bid is not accompanied by documentary evidence of the

credentials of the Bidder(s).

- v) The Technical 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 RFP document.

8.16.2 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 Bid related to documentation requirements. Requesting information or documentation on such non-conformities 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**.

8.17 **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.

8.18 **Opening of Technical Bids:** The Technical Bids shall be opened as per the schedule indicated in Schedule for the RFP.

8.19 **Evaluation of Technical Bids:**

8.19.1 The Technical 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 Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the RFP documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the RFP documents without any material deviations (as defined in **Clause 8.16**), objections, conditionality's or reservations.

8.19.2 A Technical 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**.

8.19.3 If required, OMFED may ask Bidders to provide clarifications on the submitted documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting RFP may ask for any other documents of historical nature during Technical Evaluation of the RFP. 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 through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for 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.

8.19.4 The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in **Chapter 6**) and other requirements of the RFP, such as submission of all the requisite documents as listed in **Clause 8.15.1**.

## 8.20 **Opening and Evaluation of Price Bids**

8.20.1 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**.

8.21 **Preferred Bidder:** The Bidder who submits the lowest Price Bid shall be the Preferred Bidder. The Preferred Bidder shall be issued the LoA. OMFED reserves the right to negotiate the price with the Preferred Bidder before issue 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 03 (Three) days of issue thereof, along with submission of the Performance Security, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMFED.

## 8.22 **Tie-Bidders:**

In the event that 2 (two) or more technically qualified Bidders (the "Tie Bidders") have submitted the lowest identical Price Bids. OMFED shall hold an auction amongst such Tie Bidders. The auction shall be held at Corporate Office of OMFED and only the Tie Bidders shall be invited to attend the same, wherein they have to physically submit their revised Price Bids on their letterhead (with company rubber stamp) and in sealed covers. Hence the Authorized Signatory of the Tie Bidders are required to attend such auction. The revised Price Bid (the "Revised Price Bid") submitted by a Tie Bidder during the auction should be lower than Price Bid already submitted by it, else the revised Price Bid shall not be considered by OMFED for further evaluation. The Tie Bidder who offers the lowest revised Price Bid in such auction shall be declared to be Preferred Bidder and the lowest revised Price Bid received by OMFED during such auction shall be the L1 price. In the event that the Authorized Signatory of a Tie Bidder is not present during the auction or the Authorized Signatory of such Bidder does not or is unwilling to participate in such auction, the auction would be held amongst the remaining Tie Bidders and if there be only one remaining Tie Bidder, the latter will be declared as the Preferred Bidder, provided that the revised Price Bid submitted by such Bidder is lower than that its earlier submitted Price Bid; in such as case the revised Price Bid submitted by such Bidder shall be considered to be the L1 price. In case of a second round of tie between the revised Price Bids submitted by the Tie



Bidders, the Bidder with the higher average annual turnover (to be determined by OMFED on the basis of the audited financial statements submitted by such Bidders as part of their Technical Bids) in the last 3 (three) financial years shall be declared as the Preferred Bidder and the L1 price shall be the revised Price Bid submitted by such Bidder during the auction.

**8.23 Signing of Agreement:**

Within 03 (Three) 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. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the "Successful Bidder". 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.

**8.24 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 Nationalized/ Scheduled Bank invocable at their branch in Bhubaneswar as per the format given in **Annexure-11** 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 Nationalized/ Scheduled bank at Bhubaneswar.

The Performance Security will be valid for 12 (Twelve) 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 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 including Warranty Period, as evidenced by issue of completion certificate by OMFED designated officer/ key contact for this contract.

## **9. Additional Information to Bidders**

**9.1 Pre-bid meeting:**

**9.1.1** 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 RFP. 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.

**9.1.2** 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.

## 10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)). All the steps involved starting from hosting of RFP till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 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.
- 10.3 The Bidder will have to give an undertaking online that if the information/ declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/ termination of contract/Agreement.
- 10.4 The Bidder will submit their Technical Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Technical Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 10.5 Procedure for bid submission and payment of Tender Paper Fee and EMD.
  - 10.5.1 **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](http://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.
  - 10.5.2 **Uploading of the Technical Bid and the Price Bid:** The Bidders have to upload the required Technical Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
  - 10.5.3 **Payment of Tender Paper Fee and EMD:** Tender Paper Fee and EMD shall be paid using a single 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 (State Bank of India/ ICICI Bank, HDFC Bank) 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.
  - 10.5.4 **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.

- 10.5.5 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.
- 10.5.6 **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.
- 10.5.7 **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.
- 10.6 **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 instructions given shall be summarily rejected by OMFED without any further reference to the Bidder.
- 10.7 **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.

## **Annexure 1: General Conditions of Contract-Services**

### **1. Instructions, Direction & Correspondence**

- 1.1 All instructions and orders to Service Provider shall, excepting what is herein provided, be given by OMFED.
- 1.2 All the work shall be carried out under the direction of and to the satisfaction of OMFED.
- 1.3 All communications including technical/commercial clarifications and/or comments shall be addressed to OMFED shall always bear reference to the Service Order / Agreement.
- 1.4 Invoices for payment against Service Order / Agreement shall be addressed to OMFED.
- 1.5 The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

### **2. Service Order / Agreement Obligations**

- 2.1 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.
- 2.2 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.
- 2.3 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.

### **3. Modification in Service Order / Agreement**

- 3.1 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.
- 3.2 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.

### **4. Use of Service Order / Agreement Documents & Information**

- 4.1 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.

4.2 The Service Provider shall not, without OMFED's prior written consent, make use of any document or information enumerated in above Clause 4.1 except for purpose of performing the Service Order / Agreement.

**5. Patent Rights, Liability & Compliance of Regulations**

5.1 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.

5.2 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.

5.3 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.

**6. Performance Security**

6.1 The Service Provider shall furnish Performance Security as per the terms and conditions provided in the Tender document.

6.2 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.

6.3 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.

6.4 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 twelve 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.

6.5 For the avoidance of doubt, it is hereby clarified, that the Performance Security shall not carry any interest.

**7. Delivery of Services**

7.1 Delivery of the Services shall be made by the Service Provider in accordance with terms specified in the Special Conditions of Contract.

7.2 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.

## **8. Terms of Payment**

- 8.1 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.
- 8.2 All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 8.3 No advance shall be paid and no letter of credit shall be issued.
- 8.4 Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects and successful Completion Certificate issued by under section of OMFED.
- 8.5 No interest charges for some reasonable delay in payments, if any, shall be payable by OMFED.
- 8.6 Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

## **9. Subcontracting /out-sourcing/ sub-letting/ Assignment**

- 9.1 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 or Nodal Officer from OMFED side 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.

## **10. Cancellation of Service Order / Agreement**

- 10.1 If the Service Provider fails to fulfil the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, 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.

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 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 damage 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 above **Clause 10.1.**

**11. 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.

**12. Force Majeure**

- 12.1 "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.
- 12.2 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.
- 12.3 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.
- 12.4 If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 2 (Two) 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.

### **13. Dispute Resolution**

- 13.1 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) days period or the dispute is not amicably settled within 15 (fifteen) days of the meeting, the dispute, if continues to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar. There shall be no arbitration between the Parties. The provisions of Arbitration & Conciliation Act, 1996 as amended from time to time, shall have no application to the present work.
- 13.2 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 alone shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

### **14. 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.

### **15. General**

- 15.1 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.
- 15.2 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.
- 15.3 **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.
- 15.4 **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.



## **16. Liability and Indemnity**

- 16.1 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 actor 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.
- 16.2 OMFED remains indemnified (even if the Service Order / Agreement ends prematurely) 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.

## **17. 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.

## **18. Blacklisting**

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

- i) If the Proprietor or Partner or Director of the business concern/entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) 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.

- iv) If the business concern/entity refuses / fails to return OMFED's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government/Central PSU/State PSU.
- vi) 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.
- vii) If violation of important conditions of contract/agreement.
- viii) If submission of false/fabricated/forged documents for consideration of a tender

## **19. Statutory and Legal requirements**

- 19.1 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.
- 19.2 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.
- 19.3 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.

## **20. Safety**

- 20.1 OMFED may from time to time inspect and supervise 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 inspect/supervision.
- 20.2 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.
- 20.3 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. Delivery period, Milestone & Payment Schedule**

The selected agency shall achieve the following deliverables within a timeframe:

| <b>Sl. No</b> | <b>#</b> | <b>Deliverable details</b>                         | <b>Description</b>   | <b>Timeline</b>                           | <b>Payment Schedule</b>                                      |
|---------------|----------|--|--|---|--|
| <b>1.</b>     | T1       | Design, Development of CMS based bilingual Website | Design, Development of CMS based bilingual Website as per clause 5.1                           | T + 30 Days                               | 70% of Design, Development cost                              |
| <b>2.</b>     | T2       | CERT-IN Audit of CMS based bilingual Website       | CERT-IN Audit of CMS based bilingual Website   | T1 + 20 Days                              | 10% of Design, Development cost & 100% of CERT-IN audit cost |
| <b>3.</b>     | T3       | GIGW Audit of CMS based bilingual Website          | GIGW Audit of CMS based bilingual Website  | T2 + 40 Days                              | 10% of Design, Development cost & 100% of GIGW audit cost    |
| <b>4.</b>     | T4       | Cloud Hosting for OMFED Website                    | Cloud Hosting for OMFED Website  | After T3 post GIGW Audit                  | 10% of Design, Development cost                              |
| <b>5.</b>     | T5       | Managed Hosting & Support Service                  | Managed Hosting & Support Service  | After T4 post Cloud Hosting               | On Monthly basis (for 36 months)                             |
| <b>6.</b>     | T6       | Website Operation & Maintenance                    | Operation, Maintenance of Website as per clause 5.2  | After T4 Post completion of Cloud Hosting | On Monthly basis (for 36 months)                             |
| <b>7.</b>     | T7       | SEO & Website Analytics                            | Website Traffic Details & Sources Organic Searches<br>On-page & off-page SEO as per Clause 5.3 | After T3 Post completion of GIGW Audit    | On Monthly basis (for 6 months)                              |

## **Note –**

- i. The above schedule is indicative.
- ii. “T” - Date of issue of Letter of Award (LoA) + Content + All Permissions.
- iii. Timeline doesn't include Govt. Holidays.
- iv. However, the overall timeline of achievement of “Go-Live” for Website as mentioned above shall remain fixed.

### **3. Price Revision**

No price revision shall be applicable throughout the Delivery Period and the contract period.

### **4. Taxes & Duties**

#### **4.1 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 particulars as required under Rule 46 of CGST Rules.
  - 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-2B 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 department 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.

- ix. TDS as applicable under GST Act shall be deducted from the bills by OMFED.

#### **4.2 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.

#### **5. Liquidated Damages**

- 5.1 If the Service Provider fails to achieve the Go-Live of the OMFED Website within the corresponding Delivery Period and any extension thereof, unless such, unless such failure is due to force majeure situation or due to OMFED's default, liquidated damages (LD) shall be imposed by OMFED on the Service Provider. However, imposition of LD shall be without prejudice to the other remedies available to OMFED under the terms of the Service Order / Agreement.
- 5.2 In case of delay in achievement of Go-Live of the OMFED Website, the LD shall be calculated as 2% (two per cent) of the total value of Website Development Price (excluding GST) for each month or part thereof of delay, subject to a maximum value of 10% of the value of Website Development Price (excluding GST). GST on LD shall be recovered in addition to the LD amount.
- 5.3 The delivery period shall start from the date of acceptance of the Service Order / Agreement or seven days from the date of issue of Service Order / Agreement, whichever is earlier.
- 5.4 OMFED shall have full liberty to realize the LD through the following ways:
- a. Appropriation of the Performance Security; OR
  - b. Appropriation the of EMD (in case provision of Performance Security does not exist); OR
  - c. Reduction of the invoice/document value and release of the payment accordingly.
- 5.5 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.
- 5.6 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.

#### **6. Others**

The vendor shall carry out all support related services for the OMFED Website on a real-time basis for a period of 03 (three) years as part of warranty starting from the date of achievement of "Go-Live".

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

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

Ref: [\_\_\_\_\_]

This Agreement (hereinafter called the "Agreement") is made on this [\_] day of the month of [month], [year].

BETWEEN

The Orissa State Cooperative Milk Producers' Federation Limited and having its head office at D-2, Saheed Nagar, 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

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 and 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.

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 – [\_\_\_\_\_];
- 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 alone 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 OMFED (Authorized Representative)<br>Name:<br>Designation:<br>OMFED<br>D-2, Saheed Nagar, Bhubaneswar-751007 | For and on behalf of M/s. (Authorized Signatory)<br>Name:<br>Designation:<br>Name of the Service Provider:<br>Address: |
|---|--|

In presence of the following witnesses

|   |  |
|---|--|
| Name:<br>Designation:<br>OMFED<br>D-2, Saheed Nagar, Bhubaneswar-751007 | Name:<br>Designation:<br>Name of the Service Provider:<br>Address: |
|---|--|

## **Annexure 3: Cover Letter**

(On the Letter head of the Agency)

To,

Date:

**OMFED, Bhubaneswar  
D-2, Saheed Nagar,  
Bhubaneswar-751007**

**Ref: Request for Proposal (RFP) For Selection of an agency for Design, Development and Maintenance of CMS based Website for Odisha State Cooperative Milk Producers Federation Ltd.**

**Sub: Selection of an agency for Design, Development and Maintenance of CMS based Website for Odisha State Cooperative Milk Producers Federation Ltd.**

1. With reference to your RFP document \_\_\_\_\_, dated \_\_\_\_\_, I, having examined the RFP Documents and understood their contents, hereby submit our proposal for the subject RFP.
2. I acknowledge that the Authority will be relying on the information provided in the Proposal and the documents accompanying the proposal for selection of the Agency, and we certify that all information provided in the proposal and its Annexures along with the supporting documents are true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the proposal are true copies of their respective originals.
3. This statement is made for the express purpose of our selection as Agency for the design and execution of the aforesaid Project.
4. I shall make available to the Authority any additional information it may find necessary or require supplementing or authenticate the Proposal.
5. I acknowledge the right of the Authority to reject our Proposal without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.
6. I certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.
7. I declare that:
  - (a) I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as defined in the RFP document, in respect of any tender or request for proposal issued by or any Agreement entered into with the Authority or any other public sector enterprise or any government, Central or State; and
  - (b) I hereby certify that we have taken steps to ensure that in conformity with the provisions of the RFP, no person acting for us or on our behalf has engaged or



will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice; and

- (c) The undertakings given by us along with the Proposal in response to the subject RFP and information mentioned for the evaluation of the bid capacity were true and correct as on the date of making the Proposal and are also true and correct as on the Proposal Due Date and I shall continue to abide by them.
8. I understand that you may cancel the Bidding Process at any time and that you are neither bound to accept any BID that you may receive nor to invite the Agencies to BID for the Project, without incurring any liability to the Agencies, in accordance with the RFP document.
9. I certify that in regard to matters other than security and integrity of the country, we have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which could cast a doubt on our ability to undertake the Project or which relates to a grave offence that outrages the moral sense of the community.
10. I undertake that in case due to any change in facts or circumstances during the Bidding Process, we are attracted by the provisions of disqualification in terms of the guidelines referred to above, we shall intimate the Authority of the same immediately.
11. I further acknowledge and agree that in the project such change in control occurs after signing of the Agreement up to its validity, it would, notwithstanding anything to the contrary contained in the Agreement, be deemed a breach thereof, and the Agreement shall be liable to be terminated without the Authority being liable to us in any manner whatsoever.
12. I hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority in connection with the selection of the Agency, or in connection with the Bidding Process itself, in respect of the subject RFP and the terms and implementation thereof.
13. In the project of my/ our being declared as the Selected Agency, I / we agree to enter into an Agreement in accordance with the draft that has been provided to me / us by the Authority. We agree not to seek any changes in the aforesaid draft and agree to abide by the same.
14. I offer the Earnest Money Deposit (EMD) to the Authority in accordance with the RFP Document.
15. The documents accompanying the Technical Proposal, as specified in the RFP, have been submitted in separate files.
16. I agree and understand that the Proposal is subject to the provisions of the Bidding Documents. In no case, I shall have any claim or right of whatsoever nature if the Project not awarded to me or our Proposal is not opened or rejected.
17. The Financial Proposal has been quoted by me after taking into consideration all the terms and conditions stated in the RFP, draft Agreement, our own estimates of costs and after a careful assessment of the website and all the conditions that may affect the implementation cost.
18. I agree and undertake to abide by all the terms and conditions of the RFP document.
19. I shall keep this offer valid for 180 (One Hundred Eighty) days from the Proposal Due

Date specified in the RFP.

20. I hereby certify that we have not changed any quantity as mentioned in the financial figures and confirm that any discrepancy arrives at any time, decision of Authority (OMFED) will be considered as final.

21. I hereby submit our Proposal and quote an amount as indicated in Financial Proposal for undertaking the aforesaid Project in accordance with the Bidding Documents and the Agreement.

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

Yours faithfully,

**Date:**

**(Signature, name and designation**

**Place:**

**of the Authorised signatory)**

**Name & seal of Agency**

## **Annexure 4: Mandate Form - on the letterhead of the Bidder**

To

The Orissa State Cooperative Milk Producers' Federation  
Limited (OMFED) D-2, Saheed Nagar, Bhubaneswar  
Odisha – 751007

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

Dear Sir,

We are here by giving our consent to get all our payments due from OMFED 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     |  |           |  |

### 3. Bank Particulars

|                |                            |              |              |                   |        |
|----------------|----------------------------|--------------|--------------|-------------------|--------|
| Bank Name      |                            |              |              |                   |        |
| Branch Name    |                            |              |              |                   |        |
| Branch Address |                            |              |              |                   |        |
| 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         |        |

### 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 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 5: 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 The Orissa 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 6: 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.

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 7: Undertaking**

**(On the Letter Head of the Agency)**

To,

Date:

**OMFED, Bhubaneswar  
D-2, Saheed Nagar,  
Bhubaneswar-751007**

**Ref: Selection of an agency for Design, Development and Maintenance of CMS based website for Odisha State Cooperative Milk Producers Federation Ltd.**

Dear Sir,

We have examined in detail and have understood the terms and conditions stipulated in the RFP issued by OMFED. Our Proposal is consistent with all requirements of submission as stated in the RFP or in any of the subsequent communication issued by the OMFED. We would be solely responsible for any errors or omissions in our Proposal.

We hereby declare that we have read and understood the rules governing the development of project as given above, examined and understood and satisfied ourselves regarding the content of the various agreements, declarations and deeds to be executed and do hereby undertake to execute them when called upon to do so and commit in unequivocal terms, in letter and spirit, that the project shall be implemented as per the comprehensive stipulations and requirements that have been spelt out by the OMFED, in this RFP and Bidding Documents including adherence to the areas / capacities / specifications / regulations as have been detailed by the OMFED in this regard.

We also commit to abide by the decision of OMFED on all matters relating to the implementation of the Project and thereafter, the Operations and Maintenance of the Projects.

Yours Faithfully,

**Duly signed by the Authorised Signatory of the Agency  
(Name, Title and Address of the Authorised Signatory)**

## **Annexure 8: Similar Nature of Projects**

| <b>Sl.</b> | <b>Parameters</b>   | <b>Details</b> |
|------------|---|----------------|
| <b>1.</b>  | Project Title   |                |
| <b>2.</b>  | Project Description   |                |
| <b>3.</b>  | Location  |                |
| <b>4.</b>  | Name of Client  |                |
| <b>5.</b>  | Total value of work order<br>(In Indian Rupees), as applicable    |                |
| <b>6.</b>  | No. of manpower/ experts engaged                                  |                |
| <b>7.</b>  | Period of Services rendered by the Agency<br>(Start and end date) |                |
| <b>8.</b>  | Scope of Work   |                |
| <b>9.</b>  | Other Information relating to Project                             |                |

*\*Please use separate sheet for single project*

**Duly signed by the Authorised Signatory of the Agency  
(Name, Title and Address of the Authorised Signatory)**

## **Annexure 9: Financial Details of the Agency**

**Name of the Agency:** \_\_\_\_\_

| <b>Sl.</b> | <b>Particulars</b>   | <b>FY 2021-22</b> | <b>FY 2022-23</b> | <b>FY 2023-24</b> |
|------------|--|-------------------|-------------------|-------------------|
| 1.         | Turnover<br>(in INRCrore)  |                   |                   |                   |
| 2.         | Average Annual<br>Turnover for last 3<br>years<br>(in INR Crore) |                   |                   |                   |

**Note:**

1. Attach certified copies of Annual Audited Balance Sheets, P & L statement and IT Returns Certificate for last 3 (Three) years.
2. The above data must be submitted by Agency, duly certified by either Statutory Auditor or Chartered Accountant.

Signed

Signature of CA/ Statutory Auditors  
(Name of the Authorised Signatory)

(with seal & registration no.)

Place:

Date:



## **Annexure 10: Financial Bid Format**

| <b>Sl. No.</b> | <b>Item/Description</b>   | <b>Quantity</b>    | <b>Price (INR)</b> |
|----------------|---|--------------------|--------------------|
| 1              | Design, Development of CMS based bilingual website for OMFED  | 1                  |                    |
| 2              | CERT-IN Security Audit  | 1                  |                    |
| 3              | GIGW Audit & Certification  | 1                  |                    |
| 4              | Off-page SEO  | 6 Months           |                    |
| 5              | Cloud Hosting for OMFED Website (2 vCPU, 4 GB RAM, 100 GB SSD Disk Space, 500 GB Outbound Transfer) | 36 Months          |                    |
| 6              | Managed Hosting & Support Service   | 36 Months          |                    |
| 7              | Maintenance of CMS based bilingual website for OMFED  | 36 Months          |                    |
|                |   | <b>Sub Total</b>   |                    |
|                |   | <b>GST@18%</b>     |                    |
|                |   | <b>Grand Total</b> |                    |

**Note: Grand total of Sl. 1-5 shall be considered for the decision of L-1 bidder, however OMFED can negotiate the prices mentioned in above table by the bidder.**

**(AMC value cannot be less than 10% for each year of total cost excluding off-page SEO for fair price bid.)**

## **Annexure 11: Format for Performance Security**

*BG should be obtained from Nationalized/ 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 The Orissa State Cooperative Milk Producers' Federation Limited having its office at D-2, Sahid Nagar, 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:
1. 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.
  2. 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.
  3. 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.
  4. 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.
  5. 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.

6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. 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 relived and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.
13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank (INDIAN BANK, \_\_\_\_\_BRANCH, BHUBANESWAR, IFSC Code \_\_\_\_\_).

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 12: Check-list for the Technical Bid**  
(to be enclosed with the Technical 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<br>(Refer Chapter 6 – Minimum Eligibility Criteria)            | Complied | Documents |
|---------|--|----------|-----------|
| 1       | Incorporation related documents (Refer 6.1)  |          |           |
| 2       | Copy of PAN & GST Registration<br>(Refer 6.2)  |          |           |
| 3       | Undertaking from Signing Authority for Functional office<br>(Refer 6.3)                  |          |           |
| 4       | ISO Certification Copies (Refer 6.4)   |          |           |
| 5       | CMMi Certification (Refer 6.5)   |          |           |
| 6       | OCAC Empanelment Documents (Refer 6.6)   |          |           |
| 7       | Undertaking of Manpower (Refer 6.7)  |          |           |
| 8       | Annexure-6 (Refer 6.8)   |          |           |
| 9       | Bidder's Experience in terms of no. of projects (Refer 6.9)                              |          |           |
| 10      | Bidder's Experience in terms of Work Order Value (Refer 6.10)                            |          |           |
| 11      | Copies of Audit certificate conducted under any projects<br>(Refer 6.11)                 |          |           |
| 12      | Bidder's Experience – Documents in support of meeting<br>Financial Criteria (Refer 6.12) |          |           |
| 13      | Average Turn Over Certificate of Last 03 Years (Refer 6.13)                              |          |           |
| 14      | Copies of ITR filed (Refer 6.14)   |          |           |
| 15      | Proof of payment of Tender Paper Fee, EMD, Power of<br>Attorney, etc. (Refer 6.15)       |          |           |
| 16      | Cover Letter – Annexure 3  |          |           |
| 17      | Mandate Form – Annexure 4  |          |           |
| 18      | Undertaking – Annexure 7   |          |           |
| 19      | Similar nature of Projects – Annexure 8  |          |           |
| 20      | Financial Details – Annexure 9   |          |           |
| 21      | Signed Copy of Tender Document<br>(Each page to be Sealed & Signed )                     |          |           |
| 22      | Signed copy of check list with seal – Annexure 12  |          |           |
| 23      | Pre-Bid Queries- Annexure 13   |          |           |

Date

Signature of the Authorized Signatory of the Bidder with Seal

**Annexure 13: Format for submitting Pre-Bid Queries**

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

| <b>Sl. No.</b> | <b>Clause No.</b> | <b>Page No.</b> | <b>Provision of Document</b> | <b>Queries / Suggestions</b> |
|----------------|-------------------|-----------------|------------------------------|------------------------------|
|                |                   |                 |                              |                              |
|                |                   |                 |                              |                              |
|                |                   |                 |                              |                              |