

Tender document No: .....29.10.2024



**Request for Proposal (RFP) for  
Selection of a Consulting firm for setting up a Sales &  
Distribution Project Management Unit (PMU) at  
OMFED**

# Table of Contents

## E-Procurement notice

1. Schedule for the Tender
2. DATA SHEET
3. Disclaimer
4. Scope of Services
5. Eligibility Criteria
7. Instruction to Bidders
8. Additional Information to Bidders

Annexure 1: General Conditions of Contract-Services

Annexure 2: Special Conditions of Contract

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

Annexure 3: Price Bid Format

Annexure 4: Declaration by the Bidder

Annexure 5: Check-list for the Techno-Commercial Bid

Annexure 6: Mandate Form - on the letterhead of the Bidder

Annexure 7: Format for Performance Security

Annexure 8: Format for Power of Attorney

Annexure 9: Format for submitting Pre-Bid Queries



THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD

D2, 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)

### Tender Notice

Tender Document No.:.....

dated 29.10.2024

1.	Work name	Selection of Consulting Firm for creating a sales & distribution team at OMFED
2.	Availability of tender documents on the e-tendering portal of Government of Odisha	Date: 29.10.2024; Time: 11:00 A.M
3.	Last date for sending queries to OMFED	Date: 01.11.2024; queries may be sent by email to <a href="mailto:omfed@yahoo.com">omfed@yahoo.com</a>
4.	Pre-bid meeting	Date: 04.11.2024; Time: 03:30 P.M; Venue: Virtual mode
5.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 04.11.2024
6.	Bid Due Date	Date 07.11.2024; Time: 12:30 P.M
7.	Opening of Technical Bid	Date: 07.11.2024; Time: 03:30 P.M
8.	Opening of Price Bid	To be informed to the Technically Qualified Bidders
9.	Tender Paper Fee (nonrefundable) including GST	Amount: INR 11,800 /- (Rupees Eleven Thousand Eight Hundred only) including GST@18%
10.	Earnest Money Deposit (EMD)	Amount: INR 50,000 (Rupees Fifty 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)

**Tender Notice**

OMFED invites Tender for Selection of Consultant for building the marketing, distribution and supply chain capabilities of OMFED at their corporate office.

Interested bidders may submit their offers latest by 12:30 P.M. dt. 29/10/2024. The cost of tender paper is ₹11,800/- (incl. GST 18%) along with EMD of ₹50,000/- (Rupees Fifty 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 favour 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: 29.10.2024 Time: 11:00 A.M
2.	Availability of tender documents on the e-tendering portal of Government of Odisha & on the OMFED Website	Date: 29.10.2024 Time: 11:00 A.M
3.	Last date for sending queries to OMFED	Date : 01.11.2024; queries may be sent by email to <b>omfed@yahoo.com</b>
4.	Pre-bid meeting	Date: 04.11.2024; Time: 03:30 P.M; Venue: Virtual & Will be intimated by mail
5.	Issue of responses to pre-bid queries, addendum/ corrigendum, if required	Date: 04.11.2024
6.	Bid Due Date	Date: 07.11.2024; Time: 12:30 P.M
7.	Opening of Technical Bid	Date: 07.11..2024; Time: 03:30 P.M
8.	Opening of Price Bid	To be informed to the Technically Qualified Bidders by appropriate means

### OMFED

#### The Orissa State Cooperative Milk Producers' Fédération 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 Consulting Firm for creating a sales & distribution team at OMFED for One Year
2.	Type of tendering	Open tendering
3.	Tender site	<a href="http://www.omfed.com">www.omfed.com</a>
4.	OMFED Website	<a href="http://omfed.com/">http://omfed.com/</a>
5.	Tender Paper Fee (non-refundable) including GST	INR 11,800 /- (Rupees Eleven Thousand Eight Hundred only) including GST@18%
6.	Earnest Money Deposit (EMD) interest free	INR 50,000 /- (Rupees Fifty Thousand only)
7.	Amount of Performance Security	5% of the total Contract value (excluding taxes) & 1% for MSME registered Bidders Amount shall be submitted in the shape of DD or Bank  Guarantee in the format provided in Annexure 7
8.	Nodal Officer	Name: Sri. Jitendra Kumar Barada, In-charge (IT) Phone No.: 0674-2546030/2546121/2540417 Email: <a href="mailto:jitendrabarada@omfed.com">jitendrabarada@omfed.com</a>
9.	Address of OMFED	OMFED, D-2, Sahid Nagar, Bhubaneswar - 751 007 Odisha, India
10.	Tender document No	..... dated 29.10.2024

### **3. Disclaimer**

- 3.1. This Tender document is neither an agreement nor an offer by OMFED to the prospective Bidders or any third party. The purpose of this Tender document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this Tender document.
- 3.2. This Tender 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 Tender 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 Tender document. The assumptions, assessments, statements and information contained in the Tender 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 Tender document and obtain independent advice from appropriate sources.
- 3.3. Information provided in this Tender 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 Tender document, or any matter deemed to form part of this Tender 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 Tender 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 Tender document.
- 3.6. The Bidder should confirm that the Tender 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 Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 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 Tender Documents.

- 3.9. This Tender 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 Tender 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 Tender document). In the event after the issue of the Tender document, the recipient does not continue with its involvement in the Bidding Process for any reason whatsoever, this Tender 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 Tender 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 an infringement on the confidentiality and privileged rights of OMFED with respect to this Tender document.
- 3.12. The Bidder shall not make any public announcements with respect to the Bidding Process, this Tender document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this Tender 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 Tender 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 Tender document, the Bidder shall be deemed to have confirmed that it has fully satisfied and understood the terms and conditions of the Tender document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14. The Bid is not transferable.



## 4. Scope of Services

- 4.1. The Bid has been invited under two bid system i.e. **Technical Bid and Financial Bid**.
- 4.2. The Consulting Agency (CA) shall provide the necessary manpower, create various plans and implement the same across 5 key markets, Bhubaneswar, Cuttack, Puri, Sambalpur, Rourkela and Berhampur.
- 4.3. The broad scope of work will be as below:

### 4.3.1. Distribution and Sales Management:

- i) **Develop and Implement Sales Strategies:** Create and execute effective sales strategies to expand the reach of OMFED dairy products, focusing on both retail and institutional channels.
- ii) **Optimise Distribution Networks:** Work closely with the logistics and supply chain teams to optimise distribution networks, ensuring timely and efficient delivery of products to retailers, distributors, and institutional clients.
- iii) **Sales Forecasting:** Analyse market trends, sales data, and customer feedback to forecast sales and adjust strategies accordingly.
- iv) **Channel Expansion:** Identify new distribution channels and opportunities, including online platforms, regional markets, and specialty stores.

### 4.3.2. Customer Retention and Engagement:

- i) **Customer Relationship Management:** Develop and maintain strong relationships with key customers and accounts, ensuring high levels of satisfaction and retention.
- ii) **Loyalty Programs:** Design and implement customer loyalty programs to increase repeat purchases and enhance customer lifetime value.
- iii) **Feedback and Improvement:** Collect and analyse customer feedback to identify areas for improvement in products and services. Work with relevant departments to implement changes that enhance customer satisfaction.
- iv) **Engagement Strategies:** Create targeted marketing campaigns to engage existing customers, including promotions, newsletters, and personalised offers.

### 4.3.3. Institutional Sales Channel Development:

- i) **Build Institutional Partnerships:** Identify and establish relationships with key decision-makers in institutions such as schools, hospitals, corporate cafeterias, and government agencies.
- ii) **Tailor Product Offerings:** Work with the product development team to tailor dairy products to meet the specific needs of institutional clients.
- iii) **Contract Negotiations:** Lead negotiations for long-term contracts with institutional clients, ensuring favourable terms and conditions for the company.
- iv) **Institutional Marketing Campaigns:** Develop and execute marketing campaigns aimed at increasing brand awareness and sales within the institutional market.

### 4.3.4. Market Research and Analysis:

- i) **Competitive Analysis:** Conduct regular market research to stay informed about industry trends, competitor activities, and consumer preferences in the dairy sector.
- ii) **Data-Driven Decision Making:** Use data analytics to drive marketing strategies, optimise campaigns, and measure the effectiveness of marketing efforts.
- iii) **Pricing Strategy:** Collaborate with the finance and sales teams to develop competitive pricing strategies that maximise profitability while remaining attractive to customers.

### 4.3.5. Team Leadership and Collaboration (WITH OMFED MARKETInG TEAM):

- i)** Mentor & Capacity Building of Marketing Team: Mentor and help the Marketing Team of OMFED to build internal capabilities via a team of marketing professionals, fostering a collaborative and innovative work environment.
  - ii)** Cross-Functional Collaboration: Work closely with sales, distribution, supply chain, and product development teams to ensure alignment on goals and strategies.
  - iii)** Budget Management: Develop and manage the marketing budget, ensuring efficient allocation of resources to achieve business objectives.
- 4.4. The detailed scope and specifications of the services, along with the contract period, payment terms, etc. are given in Special Conditions of Contract as enclosed in **Annexure- 2**.
- 4.5. The “General Conditions of Contract-Services” as enclosed in the tender at **Annexure-1** shall form an integral part of the Tender document and will also form a part of the Agreement placed against this tender.

## 5. Eligibility Criteria

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

Sl. No.	Criteria	Required Documents
5.1	<p><b><u>Technical Criteria</u></b>            The Bidder must have experience of having successfully executed similar work during the last 10 (Five) years, which shall be either of the following:</p> <ul style="list-style-type: none"> <li>i) Three similar completed Services of value not less than INR 5 Lakhs each. OR</li> <li>ii) Two similar completed Services of value not less than INR 10 Lakhs. OR</li> <li>iii) One Similar Completed Services of value not less than INR 15.00 Lakhs</li> </ul> <p><b><u>Note:</u></b></p> <ul style="list-style-type: none"> <li>a. "Similar completed Services" shall mean the Bidder should have successfully managed a sales, marketing or event project. .</li> <li>b. Applicable 5 (Five) years shall be preceding five financial years excluding the financial year of floating of the Tender (i.e. FY 2019-20 to FY 2023-24)</li> </ul>	<p>Self-attested copies of</p> <ul style="list-style-type: none"> <li>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and</li> <li>b) Completion certificate from their clients/employers, regarding successful completion of the services.</li> <li>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/employers.</li> </ul>
5.2	<p><b><u>Financial Criteria</u></b></p> <ul style="list-style-type: none"> <li>i) Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 25Lakh.</li> </ul> <p><b>Note:</b></p> <ul style="list-style-type: none"> <li>a. Applicable 3 (three) years – FY2020-21, FY2021-22 &amp; FY2022-23</li> </ul>	<ul style="list-style-type: none"> <li>a) Copy of Average Turn Over certificate of last 03 years (Year wise turnover) which should be certified by CA. OR</li> <li>b) Copies of audited financial statements.</li> <li>c) 26 AS Form for respective financial years shall be submitted.</li> </ul>

5.3	Other Criteria	
5.3.1	The Bidder can be either i) a Company (Private or Public), or ii) a registered partnership firm, or iii) an LLP firm	Copies of a) Company (Private or Public) • Certificate of Incorporation • Memorandum of Association • Articles of Association b) Registered partnership firm • Registration certificate • Deed of Partnership c) LLP firm • Certificate of Incorporation • Deed of Partnership
5.3.2	The Bidder should have valid PAN and GSTIN registration	• Copy of PAN • Copy of GST registration certificate – REG 06 – ODISHA GST is mandatory
5.3.3	The Bidder should not have been banned/blacklisted by OMFED or any government agency or any PSU as on the date of submission of Bid	Affidavit to this effect, as per the format given in <b>Annexure 4</b>
5.3.4	Tender Paper Fee, EMD amount and Power of Attorney	a) Proof of Payment of Tender Paper Fee; please refer to <b>Clause 6.6</b> for further details. b) Proof of Payment of EMD; please refer to <b>Clause 6.7</b> for further details. c) Power of Attorney (as per format given in <b>Annexure 8</b> ) in favor of the authorized signatory of the bidder. Please refer to <b>clause 6.5</b> for further details.
5.3.5	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
5.3.6	The Bidder must have a Functional offices in Odisha.	Self-Attested Copy of Functional office (s) To be attached.
5.3.13	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. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the Tender document, even if the total Contract is not completed/closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the Tender document). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is **NOT** allowed.

## 7. Instruction to Bidders

- 7.1. The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](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.
- 7.2. The tender 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 tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 7.3. E-tendering process is mentioned in **Chapter 09**.
- 7.4. The bids are to be submitted in two covers, consisting of: (i) Techno-Commercial Bid (under Cover I) and (ii) Price Bid (under Cover II). Both the Techno-Commercial Bid and the Price Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 7.5. The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender 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 3 of this Bid document. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page. The power of attorney is case of company shall submit the board resolution in this regard.
- 7.6. **Tender Paper Fee**
  - 7.6.1. The Bidder shall pay to OMFED a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Techno-Commercial Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
  - 7.6.2. 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 Techno- Commercial 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.
- 7.7. **Earnest Money Deposit (EMD)**
  - 7.7.1. Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD as indicated in the Data Sheet.

7.7.2. **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.

7.7.3. **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 Techno-Commercial 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.

7.7.4. **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.

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

7.7.6. **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 6.8**;
- 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 Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;

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

- 7.8. **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least Five Years (05 Years) from the Bid Due Date, as given in the Schedule for the Tender & as mentioned in Section 5 Table point 5.3.17. 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.
- 7.9. **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 Tender) 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 tender documents; however, the source of queries shall not be mentioned.
- 7.10. **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 tender documents, which shall be available for download on its website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMFED may at its own discretion also extend the Bid Due Date.
- 7.11. **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.
- 7.12. **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 tender documents, including the proforma agreement;
  - ii) received all relevant information requested from OMFED;
  - iii) accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMFED relating to any of the matters related to this tender or otherwise;
  - iv) satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMFED) and performance of all of its obligations thereunder;
  - v) acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMFED;



vi) agreed to be bound by the undertakings provided by it under and in terms; and

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

7.13. **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the Tender 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.

7.14. **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.

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

7.15.1. **Techno-Commercial Bid:** Bidders shall have to submit their Techno-Commercial Bid offline at OMFED, BBSR. The Techno-Commercial 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 Tender. The Techno- Commercial Bid shall contain no information on the Price Bid of the Bidder. The Techno-Commercial Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (**Refer Chapter 5**)
- ii) Techno-Commercial Bid checklist as per **Annexure 5**
- iii) Mandate Form for Bank payment as per **Annexure 6**

7.15.2. **Price Bid:** The Price Bid shall be submitted as per the price bid format in **Annexure 3**.

- 7.15.2. 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 7.17.3**), to rectify nonmaterial nonconformities in the Technical-Commercial 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 7.17.2**.
- 7.17. **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.
- 7.18. **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule indicated in Schedule for the Tender.
- 7.19. **Evaluation of Techno-Commercial Bids:**
- 7.19.1. The Techno-Commercial Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Techno-Commercial Bid is generally in order. It will be determined whether the Techno-Commercial Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Techno-Commercial Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in **Clause 7.14**), objections, conditionality's or reservations.
- 7.19.2. A Techno-Commercial Bid which is not substantially responsive, may be rejected by OMFED, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in **Clause 7.14**.
- 7.19.3. If required, OMFED may ask Bidders to provide clarifications on the submitted documents provided in the Techno-Commercial Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid non responsive. 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.

7.19.4. The responsive Techno-Commercial Bids shall then be evaluated in detail to determine whether they fulfil the eligibility criteria (as given in **Chapter 5**) and other requirements of the tender, such as submission of all the requisite documents as listed in **Clause 7.13.1**.

#### 7.20. **Opening and Evaluation of Price Bids**

7.20.1. 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 7.13.2**.

7.21. **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.

#### 7.22. **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 Techno-Commercials 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.

#### 7.23. **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.

- 7.24. **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 7 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.

## **8. Additional Information to Bidders**

### **8.1. Pre-bid meeting:**

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

8.1.2. 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.

## **9. Additional Information on E-tendering process**

9.1. 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 tenders till determination of the Selected Bidder shall be conducted online on the e- procurement portal.

9.2. 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.

- 9.3. 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.
- 9.4. The Bidder will submit their Techno-Commercial Bid and Price Bid on-line. The Bidders will have to upload a scanned copy of the Techno-Commercial Bid in Cover-I; the Price Bid is to be submitted in Cover-II.
- 9.5. Procedure for bid submission and payment of Tender Paper Fee and EMD.
- 9.5.1. **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.
- 9.5.2. **Uploading of the Techno-Commercial Bid and the Price Bid:** The Bidders have to upload the required Techno-Commercial Bid and the Price Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
- 9.5.3. **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.
- 9.5.4. **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.
- 9.5.5. 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.
- 9.5.6. 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.
- 9.5.7. 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.

- 9.6. **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.
- 9.7. **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.
- 9.8. **Opening of Techno-Commercial Bids:** The Techno-Commercial Bids shall be opened as per the schedule given in the Schedule of Tender. The Techno Commercial bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMFED with their Digital Signature Certificates (DSC). The Techno-Commercial Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Techno-Commercial Bid shall be opened for evaluation. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMFED.
- 9.9. **Evaluation of Techno-Commercial Bids:** The Techno-Commercial Bids shall be evaluated in terms of Clause 7.19. If required, OMFED may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Price Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or the Tender Paper Fee. No modification of the bid or any form of communication with OMFED or submission of any additional documents which are not specifically asked for by OMFED, will be allowed and even if submitted, they will not be considered by OMFED. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e- procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMFED shall proceed to evaluate its Techno-Commercial Bid without any further reference to the Bidder.
- 9.10. Based on the evaluation of the Techno-Commercials Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Price bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Price Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMFED with their Digital Signature Certificates. The Bidders may view the price bid opening online

remotely on their personalized dash board under the link “Bid Opening (Live)” and can see the Price Bid /BOQ submitted by all shortlisted Bidders.

- 9.11. A comparative statement of the Price Bids shall be generated by the e-procurement system. The same shall be downloaded and will be signed by the officers of OMFED opening the Price Bids and submitted to the competent authority of OMFED for approval and further necessary action. The comparative statement shall also be viewable to the participating Bidders whose Price Bids were opened. In case of tie bids, the same shall be dealt with in terms of Clause 7.21.
- 9.12. Upon approval and completion of the due process of OMFED, the Preferred Bidder shall be issued the LoA in terms of Clause 7.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.

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

### **1. Definitions**

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

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

### **2. Scope of Services**

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

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

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

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

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



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

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

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

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

## **7. Patent Rights, Liability & Compliance of Regulations**

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

## **8. Performance Security**

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

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

## **9. Delivery of Services**

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

## **10. Terms of Payment**

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the Service Provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects and successful Completion Certificate issued by under section of OMFED.
- 10.5. No interest charges for some reasonable delay in payments, if any, shall be payable by OMFED.
- 10.6. Defective bills shall be returned to the Service Provider within 7 (seven) working days. No payment shall be made on defective/incomplete bills.

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

- 11.1. The Service Provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official 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.

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

- 12.1. 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 shall remain indemnified, till such time all or any such claims are suitably addressed. OMFED reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by OMFED for the non-performance by the Service Provider. OMFED may also impose further penalties on the Service Provider such as holidaying/banning/blacklisting for a specific period of time. In all such cases, the decision of OMFED shall be final. This notice shall be in accordance with **Clause 12.1**.

### **13. Right to risk for procurement / rendering of services**

If the Service Provider fails to fulfil 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.

### **14. Force Majeure**

14.1. "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.

- 14.2. 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.
- 14.3. 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.
- 14.4. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the Bid document, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

**15. Dispute Resolution**

- 15.1. 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 referred to, shall be decided by the Civil Court of competent jurisdiction at Bhubaneswar only. 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.
- 15.2. 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.

**16. Governing Language**

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

**17. 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.

**18. Permits & Certificates**

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

## **19. General**

- 19.1. 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.
- 19.2. 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.
- 19.3. **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.
- 19.4. **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.

## **20. Liability and Indemnity**

- 20.1. 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.
- 20.2. OMFED remains indemnified (even if the Service Order / Agreement ends pre- maturely) towards all or any obligations due to OMFED by the Service Provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

## **21. 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.

## **22. 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

## **23. Statutory and Legal requirements**

- 23.1. 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.
- 23.2. 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.
- 23.3. 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.

## **24. Safety**

- 24.1. OMFED may from time to time audit 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 audit.
- 24.2. 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.
- 24.3. 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. Scope of work & Service requirements**

#### **2.1. Background**

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

#### **2.2. Scope of Work**

##### **2.2.1. Distribution and Sales Management:**

- Develop and Implement Sales Strategies: Create and execute effective sales strategies to expand the reach of OMFED dairy products, focusing on both retail and institutional channels.
- Optimise Distribution Networks: Work closely with the logistics and supply chain teams to optimise distribution networks, ensuring timely and efficient delivery of products to retailers, distributors, and institutional clients.
- Sales Forecasting: Analyse market trends, sales data, and customer feedback to forecast sales and adjust strategies accordingly.
- Channel Expansion: Identify new distribution channels and opportunities, including online platforms, regional markets, and specialty stores.

##### **2.2.2. Customer Retention and Engagement:**

- Customer Relationship Management: Develop and maintain strong relationships with key customers and accounts, ensuring high levels of satisfaction and retention.
- Loyalty Programs: Design and implement customer loyalty programs to increase repeat purchases and enhance customer lifetime value.
- Feedback and Improvement: Collect and analyse customer feedback to identify areas for improvement in products and services. Work with relevant departments to implement changes that enhance customer satisfaction.
- Engagement Strategies: Create targeted marketing campaigns to engage existing customers, including promotions, newsletters, and personalised offers.

##### **2.2.3. Institutional Sales Channel Development:**

- Build Institutional Partnerships: Identify and establish relationships with key decision-makers in institutions such as schools, hospitals, corporate cafeterias, and government agencies.
- Tailor Product Offerings: Work with the product development team to tailor dairy products to meet the specific needs of institutional clients.
- Contract Negotiations: Lead negotiations for long-term contracts with institutional clients, ensuring favourable terms and conditions for the company.

Resource Role	Location	No of Resource	Minimum Qualification	Minimum Experience
<b>Team Leader</b>	Bhubaneswar	1	MBA / PGDM in Marketing Management	20 + years of Experience in Marketing / Sales / Retail domain
<b>Operations Lead</b>	Bhubaneswar, Cuttack & Puri	1	MBA / PGDM in Marketing Management	10 + years of Experience in Marketing / Sales / Retail domain
<b>City Operations Manager</b>	Sambalpur, Rourkela, Berhampur	2	Graduate	2 + years of Experience in Marketing / Sales / Retail domain
<b>Supply Chain &amp; Distribution</b>	Bhubaneswar	1	MBA / PGDM in Marketing Management	2 + years of Experience in Marketing / Sales / Retail domain
<b>Institutional Sales Manager</b>	Bhubaneswar	1	MBA / PGDM in Marketing Management	2 + years of Experience in Marketing / Sales / Retail domain
<b>Marketing &amp; Events Manager</b>	Bhubaneswar	1	MBA / PGDM in Marketing Management	2 + years of Experience in Marketing / Sales / Retail domain
<b>Executives</b>	Bhubaneswar	5	Graduate	2 + years of Experience in Marketing / Sales / Retail domain

- Institutional Marketing Campaigns: Develop and execute marketing campaigns aimed at increasing brand awareness and sales within the institutional market.

#### 2.2.4. Market Research and Analysis:

- Competitive Analysis: Conduct regular market research to stay informed about industry trends, competitor activities, and consumer preferences in the dairy sector.
- Data-Driven Decision Making: Use data analytics to drive marketing strategies, optimise campaigns, and measure the effectiveness of marketing efforts.
- Pricing Strategy: Collaborate with the finance and sales teams to develop competitive pricing strategies that maximise profitability while remaining attractive to customers.

#### 2.2.5. Team Leadership and Collaboration (WITH OMFED Marketing TEAM):

- Mentor & Capacity Building of Marketing Team: Mentor and help the Marketing Team of OMFED to build internal capabilities via a team of marketing professionals, fostering a collaborative and innovative work environment.
- Cross-Functional Collaboration: Work closely with sales, distribution, supply chain, and product development teams to ensure alignment on goals and strategies.
- Budget Management: Develop and manage the marketing budget, ensuring efficient allocation of resources to achieve business objectives.



### 2.3. Key Personnel & Team Deployment

### 3. Payment terms

3.1. The place of payment shall be Head Office, OMFED. Invoices shall be placed to, IT Division for verification & processing.

#### 3.2. Payment Schedule

##### 3.2.1. Monthly recurring charges as per the terms below

Sl. No.	Milestone	Payment
1.	End of each calendar month	80% of Payment Due
2.	5th of Next Calendar Month	<b>Rest 20% + GST post submission of all relevant reports &amp; presentations</b>

sl. No.	Milestone	Payment
1.	Achieve Quarterly Targets for 3 KRA	5% of Annual Contact Value GST

### 4. Price Revision

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

### 5. Taxes & Duties

#### 5.1. 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.

#### **5.2. 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.

#### **6. Liquidated Damages**

- 6.1. 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.
- 6.2. 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.
- 6.5. 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.
- 6.6. 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, its 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.

**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 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) Name: Designation: OMFED D-2, Saheed Nagar, Bhubaneswar-751007	For and on behalf of M/s. (Authorized Signatory) Name: Designation: Name of the Service Provider: Address:
---	--

In presence of the following witnesses

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

### **Annexure 3: Price Bid Format**

Sl. No.	Items	Quantity	UOM	Basic Rate per each in figures (₹)	GST %	Unit Price after GST (3+4) (₹)	Total Price (1*5) (₹)
		1	2	3	4	5	6
1.	Team Leader	1	Nos.				
2.	Operations Lead	1	Nos.				
3.	City Operations Manager	2	Nos.				
4.	Supply Chain & Distribution	1	Nos.				
5.	Institutional Sales Manager	1	Nos.				
6.	Marketing & Events Manager	1	Nos.				
7.	Executives	5	Nos.				

Signature of the Bidder with seal

**Annexure 4: 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 5: Check-list for the Techno-Commercial Bid**  
**(to be enclosed with the Techno-Commercial Bid)**

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

<b>Sl. No.</b>	<b>Qualification Requirement</b>	<b>Complied</b>	<b>Documents</b>
1.	Bidder's Experience – Documents in support of meeting Technical Criteria (Refer Chapter 5 and Clause 5.1)		
2.	Bidder's Experience – Documents in support of meeting Financial Criteria (Refer Chapter 5 and Clause 5.2)		
3.	Average Turn Over Certificate of Last 03 Years (Refer Chapter 5, Point – 5.2)		
5.	Incorporation related documents (Refer Chapter 5, Point – 5.3.1)		
6.	Copy of PAN & GST Registration (Refer Chapter 5, Point – 5.3.2)		
7.	Declaration by the Bidder – Annexure 4		
8.	Proof of payment of Tender Paper Fee (Refer Chapter 5, Point – 5.3.4)		
9.	Proof of payment of EMD/ documents related- to exemption from the same (Refer Chapter 5, Point – 5.3.4)		
10.	Self-Attested Copy of Functional office (Refer Chapter 5, Point – 5.3.6)		
11	(Refer Chapter 5, Point – 5.3.10)		

12.	Signed Copy of Tender Document (Each & Every page to be sealed & signed)		
13.	Signed copy of check list with seal – Annexure 5		
14.	Bank details – Annexure 6		
15.	Pre-Bid Queries- Annexure 9		

Date

Signature of the Authorized Signatory of the Bidder with Seal



## **Annexure 6: 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 7: 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. 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.

4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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 8: 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 9: 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>