



Tender Document for EPR, creating reverse logistic and recycling of post-consumer waste items in the State of Odisha.

Tender No.: 109/DO/RECYCLE/2026/



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

D-2, SAHID NAGAR, BHUBANESWAR - 751007

Phone: (0674)2540273, 2546030, 2540417

www.omfed.com

March-2026

Tender cost :- 10,000/- +18% GST

Contents

Advertisement in Newspapers.....3
Data Sheet.....4
Introduction 6
General Terms and Conditions.....7
 1. Interpretation 7
 2. Eligibility Criteria.....8
 3. Tender Document &Tender Fee8
 4. Tendering Process 10
 5. Corrigendum 12
 6. Earnest Money Deposit(EMD)..... 12
 7. Scope of the work.....13
 8. Time Schedule.....16
 9. Security Deposit.....16
 10. Terms of payment.....17
 11. Penalty for Delay.....18
 12. Termination of Contract.....18
 13. Insurance.....20
 14. Compliance of Statutory Rules.....20
 15. Acceptance of Bid.....20
 16. Award of contract.....20
 17. Force Majeure Clause20
 18. Rights of Managing Director..... 21
 19. Arbitration Clause / Dispute Resolution Clause22
Declaration of successful bidder.....22
Annexure I: Information of Bidder.....23
Annexure II: Breakup of Price bid in details29
Declaration Form –I&II.....30
Performance Bank Guarantee.....33
Form of Agreement.....34

Advertisement in Newspapers



www.omfed.com

The Odisha State Cooperative Milk Producers' Federation Ltd.

D-2, SAHID NAGAR, BHUBANESWAR-751 007.

Ph No- 2546030/2540273/2540417,

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TENDER CALL NOTICE FOR EPR

OMFED invites sealed techno-commercial offers from experience bidder for “**Extended Producers Responsibility(EPR) obligation of creating reverse logistic and recycling LDPE,LLDPE,GPPS,HIPS,HDPE,PP poly pouches used for packaging fresh milk & fresh products in towns/markets in the state of Odisha**”. Tender documents will be available from **dt.10/03/2026 to dt.30/03/2026 up to 2.00 PM** at the above mentioned address. The tender can also be downloaded from website & submit their offers in the aforesaid address on or before **dt dt.30/03/2026 at 2.00 PM**. The offers shall be opened on **dt. dt.31/03/2026 at 3.00 PM**. The corrigendum / amendment to this notice if any shall be published only in the OMFED website www.omfed.com. Management reserves the right to accept or reject any or all the bid documents or part thereof without assigning any reason. For details please visit our website www.omfed.com.

Sd/-
Managing Director
OMFED

Data Sheet

Particulars	Details /Remarks
Name of Company Inviting Tender	THE ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD.
Tender Notice No.	Tender No.: 109/DO/RECYCLE/2026/
Purpose of Tender	Extended Producers Responsibility(EPR) obligation of creating reverse logistic and recycling LDPE,LLDPE,GPPS,HIPS,HDPE,PP poly pouches used for packaging fresh milk & fresh products in towns/markets in the state of Odisha
Site Location	Village/towns/markets in the state of Odisha
Pre-bid meeting	dt.19/03/2026 on 11.30 AM
Contact Person for Inspection	1. Mr. Saumyendra Bhaumik – (General Manager), CQCO, OMFED Dairy, Mobile No.: 07440043849
Bid Documents Availability	On website www.omfed.com for download or from Account Department, OMFED Corporate Office for buying during working days & hours starting from dt.10/03/2026 to dt.30/03/2026 till 2:00 PM

Tender No.: 109/DO/RECYCLE/2026/

Particulars	Details /Remarks
Last Date & Time for Receipt of Sealed Bids	dt.30/03/2026 till 02:00 PM
Pre bid meeting	dt.19/03/2026 at 11:30 AM
Bid Validity Period	120 Days from last date of receipt of bids
Price Bid Opening Date and Time	dt.31/03/2026 at 3:00 PM
Tender Fee (non-refundable)	Rs. 10,000/- + GST @ 18% = Rs. 11,800/-
Bid Security/EMD	Rs. 50,000/- (fifty Thousand)
All DDs should be in favor of:	In favor OMFED, Payable at Bhubaneswar
Bank Account Details of OMFED for RTGS	Bank Name :- Indian Bank Account No :- 922440376 IFS Code:- IDIB000K157 Branch Name :- Kharvel Nagar
Officer Inviting Bids and Bid Opening Authority:	Managing Director
Address for Sending Completed Bid:	Managing Director OMFED D-2, SAHID NAGAR.BHUBANESWAR - 751007 Phone: Ph:(0674)2540273, 2546030, 2540417 www.omfed.com
Contact Details:	1. Mr. Saumendra Bhaumik – (General Manager), CQCO, OMFED Dairy, Mobile No.: 07440043849

Note: In case the information provided in this data sheet differs from that of the rest of the tender document, information contained in this data sheet will be treated as final.

Introduction

The Odisha State Cooperative Milk Producers' Federation Ltd.(OMFED) was established during Operation Flood-II (1980 to 1985) to set up dairy cooperatives in Odisha state based on Anand Pattern. Accordingly, Village level dairy cooperative societies (DCS) are organized at grass root level to procure milk from milk producers and arrange payment based on Fat and SNF content. The procured milk transported to Chilling Centre/Bulk milk coolers owned by District cooperative OMFEDs. After chilling, the milk is supplied to nearest dairy owned by OMFED for processing and marketing. There are 12 Milk OMFEDs federated to Odisha State cooperative milk producers' Federation Ltd. (OMFED). It is an apex level dairy cooperative society registered under cooperative society Act-1962. Milk and Milk products are sold under the brand name of "OMFED" by cooperatives.

At present OMFED is procuring on an average 6.0 lakh liters of milk per day from 3760 Dairy Cooperative Societies having 2,83,000 producer members. The average milk marketing including milk products is around 5.0 lakh liters per day, as against the existing processing capacity of 9.8 lakh liter per day. In the recent days, OMFED has taken steps to double its milk procurement in next 5 years. Various Govt. Schemes like RKVY, NDP-1, NPCBB&DD, CMP & IDDP Schemes are under implementation to achieve the projected target of milk procurement to the tune of 15 lakh Ltrs. Per Day. Further, State Govt. is also encouraging the Dairy Farmers by providing health care and breeding supports along with short & long term credit with interest subvention to enhance the milk production. As milk is highly perishable, additional chilling infrastructure needs to be created.

General Terms and Conditions

1. Interpretation

- 1.1 **ODISHA STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LTD** shall be herein after referred to as "OMFED", and the successful Bidder shall be herein after referred to as the bidder/Purchaser.
- 1.2 General Terms and Conditions are in addition to the other Terms and Conditions and other clauses stated in this tender document and shall form an integral part of the tender.
- 1.3 In case of any conflicts or difference in meaning between the information, terms, and conditions provided in different clauses of the tender document, the data provided in the Data Sheet shall be referred to. The information contained in the Data Sheet shall prevail over information that is stated in other clauses of the tender document.
- 1.4 The terminologies used in this tender document shall have the meaning as is understood ordinarily in the commercial parlance / usage. In case of any difficulties arising out of the meaning of the terms being used, the matter shall be referred to the Managing Director of the OMFED whose decision shall be considered final.
- 1.5 If, the rates of submission are same, the vendors participated from Odisha will be given preference.

2. ELIGIBILITY CRITERIA

- 2.1 The bidder should be in the business of recycling of plastic waste in the same name and style at the time of bid opening.
- 2.2 The bidder's must be registered with local Pollution Control Board/other authorities and has its own recycling plant or tie up with recycler for recycling plant or tie up with recycler for recycling post-consumer waste.
- 2.3 The bidder should be performing EPR function for other FMCG companies in the same name and style satisfactorily and produce evidence of the same while submitting the bid.
- 2.4 The bidder shall furnish a copy of the Income Tax returns and the Income tax clearance certificate for the previous year (s), in certified true copies.
- 2.5 The bidder must submit company's registration certificate.
- 2.6 The bidder must fill up the Annexure –I & submit the same with the technical bid.

3. Tender Document & Tender Fee

- 3.1 The tender document shall consist of the following:
 - A. Advertisement given in newspaper
 - B. Data Sheet
 - C. **This Tender Document No.: 109/DO/RECYCLE/2026/**
 - D. To include:
 - a. Introduction
 - b. General Terms and Conditions
 - c. Annexure forming part of the tender
 - d. Corrigendum (if any) posted on website from time to time
- 3.2 The Tender document is made available on website of the OMFED ["www.omfed.com"](http://www.omfed.com). If the bidder so desires, he / she / it may use the downloaded tender for the purpose of bidding. The tenderer shall not make any alterations, whatsoever, in the downloaded document. If it

Tender No.: 109/DO/RECYCLE/2026/

is observed that the tender document is altered or tampered with in any way, such bids shall, at the discretion of the Managing Director of the OMFED, be liable for cancellation without assigning any reasons thereto.

If the tenderer is using the tender document downloaded from the website of OMFED, while submitting bid the applicant has to give the tender fee(non-refundable) of Rs. 10,000/-+GST@18% = Rs. 11,800/- (Rupees Eleven Thousand Eight hundred only) by way of a Demand Draft along with pre-qualification bid.

- 3.3 An intended person can also obtain tender document in hard copy from 'Account Section, OMFED Corporate Office' by paying Rs. 10,000/- + GST @ 18% = Rs. 11,800/- being the tender fee by way of a Demand Draft (non-refundable). In this case applicant has to submit original receipt along with tender. **Bank Name- Indian Bank, Account No.- 922440376, IFS Code- IDIB000K157, Branch Name – Kharvel Nagar.**
- 3.4 All Demand Drafts shall be drawn on any Nationalized Bank payable at Bhubaneswar only, and in favor of "OMFED". Downloaded Bid Form without payment of tender fee shall be rejected summarily.
- 3.5 The tender documents are not transferable. The tender document purchased in the name of a bidder shall not be transferred to any other persons for any reasons whatsoever. Such bids shall be rejected outright.
- 3.6 Bidders are advised to read the instructions, evaluation norms and other terms and conditions described in these documents and other instructions carefully before making their offer. In case of any doubt they may contact the officials mention in the data sheet.

4. Tendering Process

- 4.1 This tender is a two-stage process. The tender document includes Pre-qualification bid & Price Bid. Only the tenders of bidders who are qualified in the pre-qualification bid will be considered for second stage. The pre-qualification bid as well as Price Bid is required to be submitted in two separate sealed envelopes clearly marking the envelope as:

Section –A (Annexure-I: Pre-Qualification Documents

Tender No.: 109/DO/RECYCLE/2026/Technical bid

Section - B (Annexure-II): Tender No.: 109/DO/RECYCLE/2026/Comm. bid

Price Bid for 'Extended Producers Responsibility(EPR) obligation of creating reverse logistic and recycling LDPE, LLDPE,GPPS,HIPS,HDPE,PP poly pouches used for packaging fresh milk & fresh products in towns/markets in the state of Odisha.

The envelopes shall also be marked with the name of the bidder.

Both the above documents shall be sealed and enclosed in another bigger envelope and sealed. The bid envelope as above shall be handed over to the inward department at reception of OMFED, Corporate Office. The acceptance of the bids shall be closed at the last date and time of receipt of the completed bids and in no circumstances bids will be accepted thereafter.

OMFED Corporate Office

D/2, Sahid Nagar, BBSR-751007

Dist.-Khurda, State-Odisha.

Tender No.: 109/DO/RECYCLE/2026/

- 4.2 Prequalification Bid shall consist of documents as mentioned in **Annexure-I with eligibility criteria.**
- 4.3 Price Bid shall consists only the duly filled Price Bid. The format of Price Bid is given in **Annexure – II.**
- 4.4 The Bidder while bidding shall quote their bid price in Indian Rupees (INR) as base price, inclusive of other charges like taxes and levies etc. as will be applicable.
- 4.5 Bidders must be extremely careful to avoid any error in bidding (whether typographical or otherwise) and they are fully responsible to check and rectify the bid before submitting their Bid. The Bidder shall be solely responsible for all consequences arising out of the bid submitted by him (including any wrongful bidding by him) and no complaint /representation will be entertained by OMFED in this regard.
- 4.6 Bidders may either themselves or through their authorized representative subject to a maximum of two persons per bid, may attend the bid opening process.
- 4.7 Bidders are advised in their own interest to ensure that their bids reach this office well before the closing date and time fixed for submission of bids as the bids received after the closing date and time of the tender will not be considered.
- 4.8 The bidders are required to sign each page of tender document as token of acceptance of the terms & conditions and modality of tender given above.
- 4.9 Tender Submission: The tender submission is scheduled to be conducted on days & time as specified in the tender document. The bidders are cautioned not to wait till the last minute to send their bid to avoid complications related to delivery by registered post/speed post etc.
- 4.10 The bidders shall take care to furnish only correct information in the bid document. If incorrect information is provided in bid documents or if the bid document is incomplete with respect to information sought, it will be the sole discretion of the Managing Director to deal with such bids, to either accept with or without conditions or to reject the bid altogether.

- 4.11 All bids placed as per this bid document are legally valid bids and would be considered as the bids from the bidder himself/herself/itself. Once the bid is placed, the bidder cannot reduce or withdraw the bid for whatever reason. If done so, Managing Director will forfeit the Earnest Money Deposit.

5. Corrigendum

- 5.1 Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on web site www.omfed.com only. The bidders are therefore advised to refer to the above website from time to time to keep themselves updated.
- 5.2 OMFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this Tender Document.

6. Earnest Money Deposit (EMD)

- 6.1 The Earnest Money Deposit (EMD) i.e. **Rs. 50,000/-** shall be in form of Demand Draft drawn on any Nationalized Bank payable at Bhubaneswar only, in favor of "OMFED". Bid Form without EMD shall be rejected summarily.
- 6.2 EMD amount shall be adjusted in case of the successful bidder, otherwise refunded to the unsuccessful bidders by A/C payee cheque within 15 (fifteen) working days of finalization of the tender by the Managing Director, OMFED.
- 6.3 The EMD shall not earn any interest.
- 6.4 In case, the Bid is accepted and the Bidder(s)/ refuse (s) / fail (s) to make further financial arrangements towards the completion of the EPR work in stipulated TIME LIMIT mentioned in the Tender, the EMD shall be forfeited without prejudice to the rights of OMFED to claim such further damages in this regard without further reference to the Bidder (s)/Purchaser(s).
- 6.5 In case, the Bidder(s) wish (es) to withdraw his offer before the expiry of the validity period of the offer, then EMD shall be forfeited without further reference to the Bidder.

- 6.6 In order to afford reasonable protection to the interests of the Bidders, the Bidders MUST legibly indicate in the appropriate space provided for in the Tender Documents, their Bank Account Number and the name of the Bank and Branch where such Account is held by the Bidders which information can be used by the OMFED for refunding the EMDs of the Bidders. OMFED shall not be responsible in any way whatsoever for any loss and/or delay and/or misplacement of such refund cheque in transit which will normally be sent to the Bidders under registered post / courier / speed post at the OMFED discretion.
- 6.7 The Bidders must write their name and address or affix the Rubber Stamp of their Firm / Company / Other entity at the back of all the DDs submitted towards EMD and Tender Fee. Bidders must mention their Bank Account Number, Name & Branch of their Bank in the enclosed Declaration Sheet for enabling OMFED to refund their EMD as and when required, failing which no refund of EMD will be made by the OMFED.

7. SCOPE OF WORK: -

OMFED intends to meet its EPR obligation of creating reverse logistic and recycling LDPE, LLDPE, GPPS, HIPS, HDPE, PP poly pouches used for packing fresh milk & fresh products in towns/markets in the state of Odisha. Offers are invited for establishing the complete mechanism of recycling the post-consumer plastic waste generated due to single layer virgin LDPE film which is 100% recyclable poly pouches. Detailed scope of work shall be as under: -

- 7.1 **Establishing a mechanism for collection of post-consumer waste generated by households through appropriate channel** like-waste pickers, waste aggregators, scrap dealers, commercial establishments, OMFED parlours, road litters etc. and transportation to processing facility through adequate capacity vehicles.
- 7.2 **Sorting and processing of waste at their facility-** Recyclable PE Material. The facility must have Central/State Pollution Control Board (CPCB/PCB) consent of adequate capacity at least equivalent to the take back quantity offered by the bidder.
- 7.3 **Dispatch of waste for Recycling** in suitable market acceptable forms such as granules/lumps.
- 7.4 **Provide take back credits equivalent to metric Tons of PE Plastic recycled.**

- 7.5 **Provide ERP Certificate** stating quantum of waste diverted from land filling, tons of CO2 emissions mitigated and energy saved which can be submitted to the concern Pollution Control Board.
- 7.6 **Provide a detailed activity report on established channels**, Nos. of waste pickers engaged for take back system and quantity of recycling established in state of implementation.
- 7.7 **Creating awareness of consumers** for recycling of plastic waste through suitable mass media like advertisements, workshops, hoarding at collection centers etc.
- 7.8 Mention the OMFED initiative in different EPR forums across the country.
- 7.9 **Preparation of Action Plan to meet EPR obligation**, assistance for getting endorsement of action plan by concerned Government authority/department and obtaining plastic waste registration for OMFED/member milk unions.

7.10 Notes:-

- i) Bidder can submit the offer for quantity to be recycled as per their available PCB consent. However, minimum recycling capacity of its own and/or with tie up should be **800 MT/annum.**
- ii) Bidders should have valid PCB approval and will be responsible for any query related to PCB.
- iii) Certificate submitted to OMFED must have traceability to actual quantity of post-consumer waste pick up done for OMFED.
- iv) Bidder shall submit certificate on monthly for recycled quantity as per our liability of recycle quantity. We may submit the same to concern PCB and if required PCB may also enquire with you for the same. Bidder shall be responsible for proper settlement/reply of any query related to recycling of plastic done on behalf of OMFED.
- v) Duration of contract shall be one year from the date of issue of order. In case of any non-compliance of any terms & conditions mentioned in the agreement, the either party can terminate the contract by giving one-month advance notice to the other party.

Offer should be given on per kg of waste handled basis i.e. INR/kg of waste recycled as per below format.

- vi) In case of dispute about any terms of this deed, same shall be resolved by mutual negotiations between the parties within 15 days of such dispute. If not resolved, then it shall be referred to court at Bhubaneswar which shall have exclusive jurisdiction.
- vii) **Successful bidder shall enter in MOU with OMFED** mentioning therein the commitment for quantity of recycling.

Details	Town	Quantity which can be recycled (MT/Month)	Offered Rate (Rs/Kg)	GST % (If applicable)
Recycling of Plastic (LDPE,LLDPE,GP PS,HIPS,HDPE,PP) as per scope of work given.				

- viii) Bidder shall ensure that plastic waste is sent to registered recyclers with SPCB/PCCs or to cement industries having permission from concerned SPCBS/PCCs for co-processing of plastic waste. Ensure sustainable waste disposal and in compliance with statutory regulations for environmental protection.
- ix) Provide Extended Producer Responsibility (EPR) certificate to Owner, for the quantity collected and recycled by the Service provider in respective districts as per requirement.
- x) Create an auditable chain for end to end disposal of energy recoverable & recyclable waste which waste which must be entirely traceable.
- xi) The bidder shall maintain proper and full records viz. accounts, vouchers, bills, tax etc pertaining to plastic collected for OMFED and EPR credits gained and make it available for inspection/audit by OMFED or its appointed auditor.
- xii) To handover EPR certificates stating quantum of plastic waste for collection and recycling for **800 tons** and more for recyclables as per the requirements on monthly/ quarterly basis

or as required.

- xiii) Ensure movement of waste is as per manifest system prescribed by CPCB/concerned PCBs.
- xiv) In case of transportation of plastic waste through a state other than the State of origin or destination, intimation to the concerned State Pollution Boards to be made (if intimation applicable).
- xv) Providing MIS reports on the Plastic quantities collected/recycled to OMFED every month as per the format provided by OMFED and also prepare quarterly and half yearly progress report (or as required) to be submitted to statutory authorities including SPCBs/CPCB as per the prescribed format mentioned in Standard Operating Procedure (SOP) issued in March 2021 (as amended from time to time).
- xvi) Bidder shall be responsible for proper settlement/reply of any query related to recycling of plastic done on behalf of OMFED to Govt. authorities. The certificates submitted to OMFED must have traceability to actual quantity of post-consumer waste pick up done for OMFED. Bidder will comply all the guidelines issued from time to time by CPCB, State/UT PCBs.
- xvii) The bidder shall submit an Activity Chart along with brief description of the complete work including major mile stones and likely completion time.

8. TIME SCHEDULE/DURATION FOR EXECUTION OF THE ASSIGNMENT

The contract shall be valid for **one year** from the date of issue of LOI /WO whichever is earlier. The contract may be extended for one more year on the same terms and conditions with mutual consent.

9. SECURITY DEPOSIT CUM PERFORMANCE BANK GUARANTEE

- i) The successful bidder (s)/Agency/ Agencies shall deposit interest free **Security amount (SD) of Rs. 1,00,000.00** in the form of Demand Draft from Scheduled/Nationalized Bank in favour of "OMFED", payable at Bhubaneswar within 15 days from issues of LOI/Work Order. EMD of Rs. 50,000.00 will be adjusted against Security Deposit and balance amount will have

Tender No.: 109/DO/RECYCLE/2026/

to be deposited by the successful bidder(s).

- ii) SD/BG will be refunded on the successful completion of the contract period with a claim period of 03 (Three) months, without any interest. In case of failure on the part of successful bidder/bidders to deposit Security amount /Bank Guarantee by the stipulated date, the EMD shall be forfeited.
- iii) SD can also be furnished in the form of Bank Guarantee issued by a Scheduled/ Nationalized Bank of the same amount.
- iv) The successful bidder/bidders shall furnish the Original Bank Guarantee from any of the Nationalized Bank in the form specified of the contract within 15 days from issue of work order.

10. Terms of Payment: -

PART-A.

- i) 50 % after preparing action plan document, report, registration & submission of the prepared documents at Central/State Pollution Control Board.
- ii) 50% after successful completion & getting approval from Central/State Pollution Control Board .

PART-B

1. Document required with bill: -
 - a. GST Invoices copy
 - b. Fulfillment summary of status of EPR LOOP
 - c. Sustainability Impact Report by executed work etc.
2. All payment is subject to deduction of statutory dues IT, TDS & as per taxes levied by Govt. as applicable.
3. Payments shall be processed and released within 30 days from the date of receipt of invoices complete in all respect.

11. Penalty for Delay

- 11.1 If the Successful Bidder shall fail to achieve the following work within six months then the Successful Bidder shall pay to the OMFED the sum at the rate of 0.5% of the contract value as liquidated damages for such default and any such penalty for every week or part of the week preparing action plan document, report, registration of owner at Central/State Pollution Control Board, submission of the prepared documents at Central/State Pollution Control Board. The OMFED may without prejudice to any other method of recovery, deduct the amount of such damages from any payment in its hands, due or which may become due to the contract. The payment or deduction of such damages shall not relieve the contractor from his obligation to complete the works, or from any other of his obligations and liabilities under the Contract.
- 11.2 The aggregate maximum of the liquidated damages payable to the OMFED under this clause shall be subject to a maximum of 10% of the contract value.

12. TERMINATION OF CONTRACT

- 12.1 Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of OMFED under the Contract or otherwise including right of OMFED for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Agency in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Contractor of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Agency becomes bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

-Abandons the work

Or

-Persistently disregards the instructions of the Owner in contravention of any provision of the Contract

Or

-Persistently fails to adhere to the agreed program of work

Or

Tender No.: 109/DO/RECYCLE/2026/

-Sublets the work in whole or in part thereof without Owner consent in writing

Or

-Performance is not satisfactory or work is abnormally delayed

Or

-Defaults in the performance of any material undertaking under this Contract and fails to correct such default to the reasonable satisfaction of the Owner within fifteen days after written notice of such default is provided to the Contractor

Or

- Conceals or submit any false document or information furnished by the contract or regarding past experience and or contents of any document etc. are found false.

12.2 Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 30 (Thirty) days' notice in writing and no claim/compensation shall be payable by the Owner as a result of such termination, excepting the fees and costs for the meaningful services rendered by the Contractor and acceptable to Owner up to the date of termination.

12.3 CONSEQUENCES OF TERMINATION

If the contract is terminated by OMFED for the reasons detailed under clause no. 12.1 of above or for any other reason whatsoever:

- i) OMFED reserves the right to get the work completed at the risk and cost of the Agency and to recover from the Contractor any amount by which the cost of completing the work by any other agency exceeds the value of the contract, without prejudice to any other remedies/rights/claims etc. that may be available with OMFED.
- ii) Security Deposit/Performance Bank Guarantee Bond submitted by the Contractor shall stand forfeited.
- iii) The Agency shall have no right to claim any compensation for any loss sustained by him by reason of his having entered into any commitment or made any advance on account of or with a view to the execution of the works, or on account of expected profits.
- iv) All the dues payable to the Agency for the work executed by him before and

up to termination shall only be released after making adjustments for the expenses, charges, damages and expected losses etc. incurred by OMFED as a consequence of the termination of the contract.

- v) Apart from above OMFED reserves the right to delist/ blacklist the contractor from the approved list of pre-qualified parties or debar from participating in tendering process of OMFED in all units / offices as per OMFED's rules & regulations.

13. INSURANCE

The Agency shall be solely responsible for any loss, damage or injury etc. caused to his personal deputed by him at the units of WORK under the CONTRACT. Any compensation whatsoever payable on that account shall be borne and paid by the Agency exclusively. The Agency may arrange for necessary insurance coverage for the same at his own cost.

14. OBSERVANCE & COMPLIANCE OF STATUTORY RULES/LAWS

The right and obligations of the OWNER and the Agency and provisions of the CONTRACT shall be governed and construed by and in accordance with the laws of India.

The Agency shall be singularly responsible to secure strict compliance with all Central and State laws as well as the rules, regulations, by-laws and orders of the local authorities and statutory bodies as may be in force, from time to time

15. ACCEPTANCE OF BID

OMFED may not consider any tender/bid which is incomplete and not prepared in accordance with the provisions set forth in this tender document and may reject the same. The tenders/bids, which do not fulfill all or any of the conditions, are liable to be rejected. The Tenderer/Bidder shall be bound to accept order in full or part thereof at quoted prices. Failure to accept full/part order shall lead to forfeiting of the EMD.

16. AWARD OF CONTRACT/ AWARD CRITERIA

The OMFED will consider award of contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to satisfactorily perform the contract.

17. FORCE MAJEURE CLAUSE (FMC)

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the contractor nor OMFED shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Acts of

Tender No.: 109/DO/RECYCLE/2026/

Public Enemy, Civil Commotion, Strike, Lockouts, Epidemics/Pandemics, Accidents, Fires, Explosions, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division there of or authority or representative of any such Govt., and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties here to or because of any act of GOD. The party so affected, upon giving prompt notice to other party of such conditions and cause thereof from within 15 (Fifteen) days of occurrence of such event, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed.

If the performance in whole or in part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 90 (Ninety) days, either party may at its option terminate the contract by giving notice to the other party.

For delays arising out of Force Majeure neither OMFED nor the Contractor shall be liable to pay extra costs or to make good any losses incurred consequent to the happening of any of the event, provided it is mutually established that Force Majeure condition did actually exist.

18. Rights of Managing Director, OMFED

Notwithstanding anything to the contrary contained elsewhere in this document, the Managing Director of the OMFED shall have the powers stated here:

- 18.1 The Managing Director of the OMFED shall be at liberty to amend/modify/delete any of the terms and conditions at his sole discretion as may be deemed necessary or warranted in the light of the facts and circumstances of the case without giving any further notice to the bidders/purchaser and the bidders/purchaser shall be deemed to have accepted such revised terms and shall accordingly be bound by them.
- 18.2 The Managing Director shall also have the right to cancel/ postpone / defer / the tender, whether before or after the scheduled date of tender, without assigning any reasons and without prior intimation / notice to the bidders.
- 18.3 The Managing Director shall have the absolute right to accept or reject the bid or postpone or cancel the tender, as the case may be without assigning any reason.

18.4 The Managing Director shall also be at liberty to cancel the process tender at any time before/after declaring the successful bidder, without assigning any reason.

19. Arbitration Clause / Dispute Resolution Clause

19.1 It is expected that the parties shall attempt in the first instance to resolve any dispute by amicable discussion within a period of 15 days of arising of the dispute. If the disputes persist and not resolved by discussions, within the prescribed time, either party may refer the dispute for resolution before a sole arbitrator, who shall be mutually consented by both the parties. Arbitration proceeding shall be held at Bhubaneswar only.

19.2 Jurisdiction in case of all the disputes not resolved in the arbitration or otherwise will be the courts in Bhubaneswar only.

19.3 In case of any conflict between any Remarks / Terms & Conditions / Notes stipulated in the Tender Document, the decision of Managing Director, OMFED would be final.

20. Declaration of Successful Bidder

20.1 I/We have read the instructions appended with the Performa and I/we understand that if false information is detected at a later date in future, work allotted to us by the OMFED on the basis of the information given by me/us may be treated as invalid and OMFED is free to cancel the work.

20.2 I/we agree that the decision of the, OMFED in selection of other bidder(s) will be final and binding upon me/us.

20.3 All the information and data furnished herewith by us are correct to the best of my/our knowledge.

20.4 I/we also agree that we have no objection if inquiries are made about Recycling/ERP work and its related areas regarding all projects and works listed by us in the accompanying sheets or any other inquiry on the information furnished herewith in the accompanying sheets.

20.5 I/we accept the condition that the entire project/work for recycling/EPR work in all /any town mentioned in the bid by OMFED may or may not be offered to me/us.

20.6 I/we have sufficient capacity to offer services for recycling of post-consumer plastic waste/EPR to OMFED in the town(s) for which I/we have offered town(s) specific bids.

Information of Bidder

Annexure I:

(To be filled in by Firm)

1. Name of the Company/Firm.....

Sr. NO.	Nature of Primary Work	Yes/No	States under Operation (Please name)	Remark (if any)
1.	Producers Responsibility Organization			
2.	Waste Management Agency			
3.	Recycler			
4.	Re-Processor			
5.	Cement Plant			
6.	Other (Please specify)			

Address	Phone No.	E-Mail	Website
Registered Office			
Corporate Office			
Communication address			

Tender No.: 109/DO/RECYCLE/2026/

2. Constitution of the firm: (Please tick)

Proprietorship	Partnership	Private Co.	Ltd.	Public Ltd. Co.	Co-Operative
Others (Specify)					

Please enclose relevant certificates.

3. Chief Executive/Principal Officer & Key Account Manager for OMFED

Description	Name	Designation	Education	Experience	Contact No. & Personal e-mail address.
Owner/Chairman/Chief Executive/ Principal Officer					
Key Account Manager					

4. Date of incorporation of firm:

5. Month/Year of commencement of PWM/Recycling Business:

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6. Details of ULB/Panchayat agreements for waste collection:

Sl. No.	State	Name of ULB/Panchayat	Agreement date	Validity period if any	Collection done in Yr.2024 (Qty in MT)		
					Recyclable	Tetra	MLP

Please attach copies of agreements. Use separate sheet in case number of brands are more and for any remark.

7. Details of plastic Recycling Plant including cement/Power Plants for MLP(Owned/ Leased/ Hired/Third Party):

a. Owned plant:

Location / Address of Plant	State	Capacity (MT per month)	Phone No. (O) with STD code	Fax No.	Mobile No.	E-mail of the Plant In-charge

b. Leased Plant:

Location / Address of Plant	State	Capacity (MT per month)	Phone No. (O) with STD code	Fax No.	Mobile No.	E-mail of the Plant In-charge

c. Hired Plants:

Location / Address of Plant	State	Capacity (MT per month)	Phone No. (O) with STD code	Fax No.	Mobile No.	E-mail of the Plant In-charge

d. Third party Plants:

Location / Address of Plant	State	Capacity (MT per month)	Phone No. (O) with STD code	Fax No.	Mobile No.	E-mail of the Plant In-charge

Please provide documents with respect to status of ownership/ leased/hired/third party agreement and necessary consent to operate of concerned PCBs.

8. Recycling quantity (MT) of plastic waste done for various brands under PWM rule:

No.	Brand / Company	Category	Yr.2022	Yr.2023	Yr.2024	Yr.2025	State (s)
1.	XXX	Recyclable					
		Tetra					
		MLP					
2.	XYZ	Recyclable					
		Tetra					
		MLP					

Please attach a separate sheet of all brands and copies of relevant take back/diversion certificates submitted to CPCB/PCB/Brand.

9. As to whether you have your own transport facility? If so, please mention the details on type of vehicle/s, No. of vehicles, loading capacity, registration number etc.

Sl. No.	State	Capacity –wise nos. of vehicle	Registration numbers

10. Last 3 years Turnover data : (As per Balance sheet of your firm duly certified by CA

Sl. No.	Financial Year	Turnover in Rs. (Lakhs)	Profit/Loss in Rs. (Lakhs)

11. Accreditation received from your clients/Govt/others regarding performance of your services during last 3 years.

Sl no.	Particular of accreditation	from

Please attach photocopies of certificates.

12. Miscellaneous Data:-

Address of Associated/ Sister Concern/firm	Business	Tel/Fax No.	E-mail

Tender No.: 109/DO/RECYCLE/2026/

13. Details of the Bankers

Sl no.	Bank Name with Branch address	IFSC Code	Type of Account	Account no.	Swift Code.

14. EMD Details (Bank/Date/Amount):-.....

15. Recycling Capacity Offered to OMFED (MT per month)

- a) Recyclable
- b) Tetra
- c) MLP

16. Permanent Account Number (PAN) :-.....

17. Unique ID 15 digits Number (GST No.) :-.....

18.

Details of any Notice Served on the firm/owner/director by any statutory body	
Any pending lawsuit against the company/owner/partner/director currently going on in any court in India/abroad	
If blacklisted by any customer, Pl. provide details.	

19.

Whether any of your relative is working with OMFED or its Member Unions. If so, please give details	
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20.

Any other information considered relevant and useful.	
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DECLARATION

I / We certify that the information furnished above is correct and complete to the best of my/our knowledge and belief. If at any time we are found to have concealed any material information or if the same is found incorrect or misleading, OMFED reserves the right to cancel the registration and take any other action as deemed fit without notice or compensation. Also we undertake to inform you of any subsequent change in the above particulars regarding our business from time to time, to keep all information current. We also undertake the responsibility that in no case we will employ any consultant to deal with OMFED/its member unions.

Tender No.: 109/DO/RECYCLE/2026/

We also hereby authorize OMFED to conduct infrastructure as well as hygiene audit of our facility either by representative of OMFED or third party approved by OMFED. In case of audit by third party, charges as decided by OMFED shall be paid by us to the approved agency.

We understand that receipt of this Data On Firm Form is not binding OMFED in any way to send enquiry to us.

Name :

Designation :

Place :

Signature

Date :

& Seal of the Company

PRICE BID

Annexure II:

EPR obligation fulfillment works of OMFED: -

EPR Targets for the year 2025-26 is 790.0 MT (Category –I Recycling Plastic 97.09MT, Category-II Recycling Plastic 249.15 MT, Category-III Recycling Plastic 1.82 MT & Category-I End of Life Plastic 64.72 MT, Category-II End of Life Plastic 373.73 MT, Category-III End of Life Plastic 2.73 MT).

S/N	Description of Jobs:-	Quoted Price per MT in figure (Rs.)	Quoted Price per MT in words (Rs.)
1(a)	EPR Obligation fulfillment through the transfer of online credits from CPCB Registered PWP for		
i)	Category–I Recycling Plastic 97.09MT		
ii)	Category-II Recycling Plastic 249.15 MT		
iii)	Category-III Recycling Plastic 1.82 MT		
iv)	Category-I End of Life Plastic 64.72 MT		
v)	Category-II End of Life Plastic 373.73 MT		
vi)	Category-III End of Life Plastic 2.73 MT		
	Total Quantity: 790.0 MT		
1(b)	Transfer of plastic credit details mentioned on CPCB registered PWPs Certificate (PWPs letter head) with transaction ID, Category and Quantity.		
2	Annual return filing processing charge if required:		
3	Total value (1+2):		
4	GST of total value (3):		
5	Total landed cost (3+4):		

Note:- Please read scope of the work before quoting. All the scope of the work included in offered rate.

DECLARATION FORM-I
Annexure-III

(An Affidavit in original on Non-judicial Stamp Paper of appropriate value attested by Notary)

AFFIDAVIT

With reference to NIT No. _____ Dt. ___ Of
omfed, for the work of _____ .I, _____
_____ S/o Sh. _____ R/o____
_____ do here by solemnly affirm and declare as
Proprietor/Partner/Authorized signatory of the firm on behalf of M/s _____ as under:

- i) That my / our firm / sister concern/their associates etc. has not been black listed, debarred, de-listed or put on holiday by any Institutional Agency / Government Department / Public Sector Undertaking for participating in the Tender, in last 3years.
- ii) No other Firm/Sister Concerns/Associates belonging to the same group are participating/submitting the Tender for this job.
- iii) That information furnished by me/us in respect of the above tender is true and correct and nothing has been concealed. In case any of the information is found to be false and /or incorrect at any stage, OMFED shall be at liberty to take the necessary actions deemed fit.

DEPONENT

Dated: _____

VERIFICATION

It is certified that the above contents/facts are correct and true to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

Place _____

Date: _____

Annexure-IV

DECLARARTION FORM-II

Ref.No:

Dated:

To,

Issuing Authority

OMFED.

-----Unit/CO

Subject: Tender No. _____ Name of the contract

- a. I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of“ _____ ” work at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. OMFED and hereby bind myself/ourselves to complete the work schedule and progress of work.
- b. I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tenders.
- c. I / We agree to accept payment by ECS / EFT from your Bank. Details of my/our Bank A/c No. are as under:
- d. Bank A/c No.
- e. Type Account (Current A/c or Saving A/c)
- f. Name of the Bank
- g. Address of the Bank & Branch Code:

Tender No.: 109/DO/RECYCLE/2026/

h. IFSC Code

In case of acceptance of the tender by OMFED, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection or claim to the forfeiture of the Earnest Money deposited with OMFED, Unit /CO.

Thanking you

Yours faithfully

For M/s _____

(Signature of Contractor/Tenderer with SEAL)

Address: _____

PERFORMANCE BANK GUARANTEE

To

_____ [name of Employer]
_____ [address of Employer]

WHEREAS _____ [name and address of Contractor] (here after called "the Contractor") has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ [name of Contract and brief description of Works] (hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligation in accordance with the Contract;

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee:

NOW THEREFORE we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up to a total of _____ [amount of guarantee]* _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, up on your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

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

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

This guarantee shall be valid until 90 days from the date of expiry of the Defect Liability Period.

Signature and Seal of the guarantor _____
Name of Bank _____
Address _____ Date _____

* *An amount shall be inserted by the Guarantor, representing the percentage the Contract Price specified in the Contract including additional security for unbalanced Bids, if any and denominated in Indian Rupees.*

FORM OF AGREEMENT

(On Non-Judicial Stamp Paper of minimum value of Rs. 100/- or as per Stamp act of local state Govt.)

THIS AGREEMENT is made and executed on the ____ day of _____ (Two thousand _____) between THE Odisha STATE CO-OPERATIVE MILK PRODUCERS' FEDERATION LIMITED and having its registered office at BHUBANESWAR – 751 007 (herein after referred to as OMFED which expression shall, unless repugnant to the context or meaning thereof, include the successors and assignees of the OMFED) of the ONE PART and

_____ (herein after referred to as the Contractor, which expression, shall, unless repugnant to the context or meaning thereof, include the heirs, successors, assignees, executors and administrators of the Contractor) of the OTHER PART.

WHEREAS the OMFED is desirous that certain Works should be executed, viz _____ and has, by Letter of Acceptance dated _____, accepted a bid by the Contractor for the execution, completion and maintenance of such works,

NOW THIS AGREEMENT WITNESSTH AS FOLLOWS:

- 1.0 In this agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
- 2.0 The following documents shall be deemed to form and be read and construed as a part of this agreement, viz
 - i) This Form of Agreement
 - ii) The said bid
 - iv) the Scope of the work
 - v) All information written in the said bid from page -1 to 35 are part of the agreement.

* The Contractor shall not fill up this form.

- 3.0 The aforesaid documents shall be taken as complementary and mutually explanatory of one another, but in the case of ambiguities and discrepancies shall take precedence in the order set out above.

4.0 In the consideration of the payment to be made by the OMFED to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the OMFED to execute, complete and maintain the works in conformity in all respects with the provisions of the Contract.

Tender No.: 109/DO/RECYCLE/2026/

5.0 The OMFED hereby covenants to pay the Contractor in consideration of the execution, completion and maintenance of the works the Contract Price at the times and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties hereto have caused their respective Common Seals to be hereunto affixed the day, month and year first above written.

Signed, sealed & delivered for and on behalf of the within named OMFED by the hands of its Authorized Signatory.

Signed, sealed and delivered for and on behalf of the within named Contractor, the other part.

Authorized Signatory

Authorized Signatory

The Orissa Milk Producers' Federation Limited (OMFED)
In the presence of:

Contractor

In the presence of:

WITNESS:

WITNESS

1. Signature

1. Signature

Name

Name

Address

Address

2. Signature

2. Signature

Name

Name

Address

Address

Note: The above value of stamp duty should be minimum Rs.100/- or as per latest notification of Local Government.

~ End of Tender Document ~