

**RFP FOR SELECTION OF OPERATIONAL PARTNER IN REVENUE SHARING MODEL FOR
AANCHAL CAFE AT AANCHAL DAIRY PREMISES DEHRADUN**



(RFP Notice No: 8(1-3)/UCDF/Tender/2025-26, Date-17.06.2025)

**UTTARAKHAND COOPERATIVE DAIRY FEDERATION LTD
MANGAL PARAO, HALDWANI (NAINITAL)-263139**

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OFFICE OF UTTARAKHAND CO-OPERATIVE DAIRY FEDERATION LTD.

Mangal Parao, Haldwani - 263139 (Nainital)

Tender Notice no:- 8(1-3)/UCDF/Tender/2025-26, Date-17.06.2025

Tenders are invited by the signatory below in two-bid system from experienced, reputed and financially strong manufacturers/firms/authorized dealers for the following works. The said tenders shall be received in this office on 30.06.2025 by 5.00 PM as per the tender papers and will be opened on the next working day at 11:00 AM.

S.N	Tender work	Tender Type
1	Supply of various packing material like 3 layer milk poly, dahi cup Paneer/Khova Pouch, Aluminum lids, plastic crates etc.	On line E-Tender
2	RFP for selection of operational partner in revenue sharing model for Aanchal Café at ISBT Premises Dehradun.	Offline Tender
3	RFP for selection of operational partner in revenue sharing model for Aanchal Café at Aanchal Dairy Premises Dehradun.	
ONLINE E-Tender- For other details regarding the tender, tender document can be viewed or downloaded from Government e-tender portal – http://www.uktenders.gov.in .		OFFLINE Tender- For other details regarding the tender, the tender document can be viewed or downloaded from the organization's website http://www.ucdfaanchal.com
Managing Director		

कार्यालय उत्तराखंड सहकारी डेयरी फेडरेशन लिमिटेड लि०

मंगल पड़ाव, हल्द्वानी - 263139 (नैनीताल)

निविदा सूचना संख्या:- 8(1-3)/यूसीडीएफ/निविदा/2025-26, दिनांक-17.06.2025

निम्नलिखित कार्यों के लिए अनुभवी, प्रतिष्ठित और वित्तीय रूप से मजबूत निर्माताओं / फर्मों / अधिकृत डीलरों से दो-बोली प्रणाली में नीचे हस्ताक्षरकर्ता द्वारा निविदाएं आमंत्रित की जाती हैं। उक्त निविदाएं इस कार्यालय में 30.06.2025 को शाम 5.00 बजे तक निविदा पत्रपत्रानुसार प्राप्त की जाएंगी तथा अगले कार्यदिवस में प्रातः 11:00 खोली जाएंगी।

S.N	निविदा कार्य	निविदा प्रकार
1	विभिन्न पैकिंग सामग्री की आपूर्ति जैसे 3 लेयर मिल्क पॉली, दही कप पनीर/खोवा पाउच, एल्युमीनियम ढक्कन, प्लास्टिक क्रेट आदि।	ऑनलाइन ई-निविदा
2	आईएसबीटी परिसर देहरादून में आंचल कैफे के लिए राजस्व साझाकरण मॉडल में परिचालन साझेदार के चयन के लिए आरएफपी।	ऑफ़लाइन निविदा
3	आंचल डेयरी परिसर देहरादून में आंचल कैफे के लिए राजस्व साझाकरण मॉडल में परिचालन साझेदार के चयन के लिए आरएफपी।	
ऑनलाइन ई-निविदा - निविदा संबंधी अन्य विवरण के लिए निविदा दस्तावेज सरकारी ई-टेंडर पोर्टल http://www.uktenders.gov.in में देखा या डाउनलोड किया जा सकता है।		ऑफ़लाइन निविदा - निविदा से संबंधित अन्य विवरण के लिए निविदा दस्तावेज संगठन की वेबसाइट http://www.ucdfaanchal.com में देखा या डाउनलोड किया जा सकता है
प्रबंध निदेशक		

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Proprietary and Confidential

No part of this document may be reproduced in any form or by any means, disclosed or distributed to any person without the prior consent of the Uttarakhand Cooperative Dairy Federation Limited (UCDF), except to the extent required for submitting a bid and no more.

The information contained in this document is only disclosed for the purpose of enabling the bidder to submit a RFP to the Uttarakhand Cooperative Dairy Federation Limited in accordance with the requirements of this document. This document should therefore not be used for any other purpose under any circumstances.

This document contains proprietary information furnished for evaluation purposes only; except with the written permission of Uttarakhand Cooperative Dairy Federation Limited such information may not be published, disclosed, or used for any other purpose. The Bidder hereby acknowledges and agrees that this document and all portions thereof, including, but not limited to, any copyright, trade secret and other intellectual property rights relating thereto, are and at all times shall remain the sole property of Uttarakhand Cooperative Dairy Federation Limited and that title and full ownership rights in the information contained herein and all portions thereof are reserved to and at all times shall remain with Uttarakhand Cooperative Dairy Federation Limited (UCDF). The Bidder agrees to take utmost care in protecting the proprietary and confidential nature of the information contained herein.

1. Invitation of RFP

1.1. RFP Notice

RFP for the Selection of operational partner on revenue sharing model for aanchal cafe at aanchal dairy premises Raipur road near sahstradhara Crossing, Dehradun with Uttarakhand Cooperative Dairy Federation Limited in short UCDF.

- I. Uttarakhand Cooperative Dairy Federation Limited invites bids from bidders for operating an aanchal cafe in revenue sharing model with the office of the Managing Director, UCDF.
- II. RFP fee, EMD, and other related details can be Seen/downloaded from RFP portal RFP documents may be downloaded from RFP portal <http://www.uktenders.gov.in>
- III. Uttarakhand Cooperative Dairy Federation Limited reserves the right to reject any or all the RFPs in whole or part without assigning any reasons.
- IV. Bidders who qualifies the technical evaluation will be eligible for financial evaluation.
- V. Bid Validity: 90 days
- VI. Project Summary-

SI No.	Project Details	EMD	Security Deposit	RFP Doc Fee	Validity
1	SELECTION OF OPERATIONAL PARTNER IN REVENUE SHARING MODEL FOR AANCHAL CAFE	Rs. 1.00 Lakh	Rs. 10,00,000	Rs. 4,720.00	90 Days

1.2. RFP Norms, availability and submission of RFP:

- I. The detail information regarding the RFP may be obtained from the RFP website <http://www.uktenders.gov.in>
- II. This will be a two bid evaluation system so the technical and financial bids has to be submitted separately in closed envelope. Both the separate bids can be put in a single envelope for submission. Financial RFP will be open only for those agencies who has successfully qualify in technical bid. For technical bids, all the documents should be submitted in hardcopies as per checklist (No. 9).
- III. **RFP document fees-** All bidders should have to deposit earnest money online through NEFT/RTGS in the given bank account detail of Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani. The bidders must have to send scan copy of the deposit/transaction receipt in Technical Bid. The bidders may also deposit RFP fess offline in form of D.D. (in original) or cash to this office on or before the mentioned last date & time of RFP submission.
Note- The bidders who have participated/submitted earlier for this RFP, need not to re-submit RFP document fee, given if they submit the RFP document fee receipt of the previous RFP.

RFP for selection of operational partner in revenue sharing model for aanchal cafe

- IV. **EMD** - All bidders should have to deposit earnest money online through NEFT/RTGS in the given bank account detail of Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani. The bidders must have to send scan copy of the deposit/transaction receipt in Technical Bid. The bidders may also deposit EMD offline in form of D.D (in original) / cash etc. to this office on or before the mentioned last date & time of RFP submission.
- Note-** The bidders who have participated earlier for this RFP, need not to re-submit EMD, given if they submit the EMD receipt of the previous RFP.
- V. RFP is available online on portal <http://www.uktenders.gov.in> and can be downloaded from the given website.
- VI. The bid must be submitted in hardcopies in the office of
MANAGING DIRECTOR,
UTTARAKHAND CO-OPERATIVE DAIRY FEDERATION LIMITED (UCDF),
Mangal Paro, Haldwani-263139, Distt. Nainital
Uttarakhand
- VII. For the same no time relaxation will be allowed to the bidder.
- VIII. The bidder will have to mention unit rates of each item in numerals as well as in words.
- IX. The rates quoted, by the bidder, should be FOR site inclusive of all prevailing taxes and duties.
- X. Conditional RFPs will not be accepted.
- XI. Undersigned reserves the right to reject any or all RFPs without assigning any reason.

1.3. Bank Details for Online submission of RFP Fees & EMD through RTGS/NEFT:

Name of account holder	Uttaranchal Co-operative Dairy Federation Ltd.
Name of Bank	Axis Bank
Branch	Talli Haldwani (UT)
Account Number	584010100013749
Type	Saving bank
IFSC code	UTIB0000584

1.4. Important Dates

<u>RFP Downloading and Uploading Schedule</u>		
RFP Publishing and bid uploading portal http://www.ucdfaanchal.com		
1	RFP Notice no.	<u>8(1-3)/UCDF/Tender/2025-26, Date-17.06.2025</u>
2	Date of RFP Publishing on RFP E-portal	17.06.2025, 4.00 PM
3	Date of RFP document download start from portal	17.06.2025, 4.00 PM
4	Last Date & Time for offline submission of RFP Bids	30.06.2025, 5.00 PM
5	Last Date & Time for offline receipt of RFP fee & EMD	30.06.2025, 5.00 PM
6	Time & Date of Opening of RFP- (a)Technical Bids	01.07.2025 at 11.00 AM
7	Time & Date of Opening of RFP- (a)Financial Bids	Will be notified after opening of technical bids.
8	Place of Opening of RFP Bids	Office Of The Managing Director Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani, Nainital

2. Background

The Aanchal Café initiative in Uttarakhand is a government-led program aimed at promoting local dairy products and generating employment opportunities.

Each café is designed to offer a variety of dishes made from Aanchal milk products, providing a comfortable, restaurant-like environment for customers. The initiative not only aims to enhance the visibility of the Aanchal brand but also to create job opportunities for local residents.

2.1. Project Brief

RFP bids are invited from professional firms to operate and manage an Aanchal Café situated at aanchal Dairy premises Raipur road near Sahastradhara crossing, dehradun. The selected firm will be responsible for day-to-day operations, product sales, customer service, marketing, and financial reporting, while aligning with the vision and guidelines of the Dairy Development Department.

The Project duration is 84 months (07 Years) to be reviewed every year for satisfactory performance. The contract may be extended by two more years based on satisfactory performance and delivery.

The detailed Scope of work is given in Clause-7 of this document.

3. Instructions to bidders

3.1. Definitions

- 1) 'RFP' means Request for Proposal
- 2) "Operational Partners" means any private or public entity, which will provide the required Services to Uttarakhand Cooperative Dairy Federation Limited under the contract and will be referred as the "Partner" hereafter
- 3) "Applicable Law" means the laws and any other instruments having force of law in India as they may be issued and are in force from time to time.
- 4) "RFPs" means RFPs submitted by bidders in response to the RFP published by Uttarakhand Cooperative Dairy Federation Limited (UCDF), Uttarakhand
- 5) "UCDF" shall mean the Managing Director of UCDF.
- 6) "Committee" means evaluation committee of the Uttarakhand Cooperative Dairy Federation Limited (UCDF), Government of Uttarakhand
- 7) "Contract" means the Contract signed by the parties along with the entire documentation as specified in the RFP
- 8) "Effective date" means the date from which the contract comes into force and effect.
- 9) "BG" means Bank Guarantee
- 10) "Government" means State Government of Uttarakhand

- 11) "Personnel" means professional and support staff provided by the Partner and assigned to perform services to execute an assignment and any part thereof
- 12) "Services" means the work to be performed by the Partner pursuant to the selection by UCDF and to the contract to be signed by the parties in pursuance of any specific assignment awarded to them by UCDF.
- 13) The "Bid Document" and "RFP Document" are one and the same.

3.2. Technical bid

Send the Following Document offline in Technical Bid of RFP. Only document will be considered in technical bid except EMD and RFP Fee. EMD and RFP Fee must be submitted before last bid submission time of RFP.

Minimum Eligibility Criteria

- 1) Registration Certificates of Company/firm/Agency (Self attested Copy).
- 2) GST registration document (Self attested Copy).
- 3) PAN Card (Self attested Copy).
- 4) Earnest Money deposit DD/Receipt. (Self attested Copy).
- 5) RFP document fee deposit DD/Receipt. (Self attested Copy).
- 6) Company would be Private Limited Company, Limited Company, Proprietorship Firm, Partnership Firm, or LLP.
- 7) Work Experience: Having at least 1 year of experience in operating cafes/restaurants. Having operated at least 2 cafes/restaurants in the last financial year.
- 8) Annual turnover should not be less than INR 70.00 lakhs per annum. Net worth should not be less than Rs. 35 Lakhs as per the last audited financial statements.
- 9) An affidavit regarding Non-blacklisting or otherwise as per ANNEXURE 'B' duly attested by the oath commissioner is required to be attached in support thereof.
- 10) Brief Plan to be provided for operations of the café.

NOTE: (Causes of rejection in the RFP)

- 1) Please do not upload any booklet or heavy documents in Technical Bid. In case of failure of downloading of the above document due to heavy document uploading, this could be the cause of rejection.
- 2) Except EMD and RFP document fee document, no other above said document will be accepted in offline mode before the RFP submission date and time.
- 3) Please carry all the originals of the uploaded document with us for verifying during Technical bid opening/Evaluation process.

3.2.1. Technical Bid Evaluation

All the technical bids / RFPs will be evaluated based on the minimum eligibility criteria and documents submitted against the criteria.

The technical bid will be scrutinized by the evaluation committee and those firm/agency that will full-fill the minimum eligibility criteria and furnish documents as per criteria will be evaluated.

This will be a two bid evaluation system so the technical and financial bids has to be submitted separately in closed envelope. Both the separate bids can be put in a single envelope for submission.

Financial RFP will be open only for those agencies who has successfully qualify in technical bid.

3.2.2. Cost of RFP Document

1. A Non-Refundable, RFP Fee of Rs. 4,720/- (Including 18% GST)

2. RFPs not accompanied by RFP Fees shall be rejected as non-responsive.

3.2.3. Earnest Money Deposit (EMD)

1. Earnest Money Deposit Rs. 1 Lakh (Rupees one Lakh only)
2. RFPs not accompanied by EMD shall be rejected as non-responsive.
3. The successful bidder's bid security will be discharged from UCDF only after the signing of the contract and submission of performance security.
4. Unsuccessful bidder's EMD will be discharged / refunded as promptly as possible as but not later than 30 days after selection of successful bidder.
5. The Earnest Money Deposit shall be forfeited:
 - a. If a Bidder withdraws its bid during the period of Bid validity specified by the Bidder on the Bid Form.
 - b. Or in case of a successful Bidder, if the Bidder fails to sign the Contract; or to furnish the performance security; In the aforesaid cases contract will be made with the next successful bidder, and the difference between the bids will be charged from Partner that won the bid originally
6. No exemption for submitting the EMD will be given to any Firm.
7. The bidder is liable to pay liquidated damages and penalty imposed by the RFP Inviting Corporation in the event of non-fulfillment of any of the terms or whole of the contract.

3.2.4. Financial Terms

Upon award of the bid, the Bidder shall pay an additional security deposit of Rs. 9,00,000/- within 7 days of bid approval.

Failure to pay the balance of Rs. 9,00,000/- within 7 days shall result in forfeiture of the initial EMD of Rs.1,00,000/-.

The security deposit of total Rs. 10,00,000/- including EMD amount shall be maintained as a refundable security deposit, refunded without interest 60 days after completion of the contract tenure and handover of the property in good condition.

3.2.5. Amendment to RFP

At any time prior to the deadline for submission of bids, UCDF may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents.

3.2.6. Validity of RFP

Bids shall remain valid for a period of 90 days (ninety days) after the date of RFP opening prescribed in the RFP. Bids valid for shorter period may be rejected as nonresponsive. UCDF may solicit the bidders' consent to an extension of RFP validity (but without the modification in RFPs).

3.2.7. Right to Accept / Reject RFP

UCDF reserves the right to accept or reject any RFP, and to annul the RFP process and reject all RFPs at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

3.3. Financial Bid

- I. The final financial bid should be exclusive of all prevalent taxes and duties. Specific mention should be made of the taxes applicable along with the taxation rates. Any change in taxes, duties and levies will be reimbursed by UCDF or shall be recovered from Partner, as the case may be.
- II. Rent will be fixed and H1 will be selected based on revenue sharing percentage. Revenue sharing will be calculated on the gross revenue. Period from the handover to the start of the café (maximum up to 6 months) will be considered as rent-free period. Rent will be Rs. 25000 per month.

3.4. Evaluation Process

- A. Scrutiny of the RFP document will be done by a RFP Committee to determine whether the documents have been properly signed, Earnest Money Deposit (EMD) paid, and all relevant papers submitted. RFPs not conforming to such requirements will be prima facie rejected.
- B. The Committee would first thoroughly check the technical bid and supported documents. Forms whose technical bids are as per minimum eligibility criteria, will qualify for Financial Bid.
- C. Since, Proposals will be finalized based on the maximum rent paid per month and maximum revenue sharing (will not applicable for aanchal milk and milk products) with UCDF by the bidder.
- D. Hence, H1 will be decided based on the maximum rent paid per month and maximum revenue sharing (will not applicable for aanchal milk and milk products) with UCDF.
- E. In case of similar financial bid, the tender committee will select the final bidder on the basis of bidder experience and profile
- F. UCDF does not bind itself to accept the highest or any RFP and has the right to refuse any RFP without assigning any reason or select any Bidder that is in the final evaluation list.
- G. UCDF reserves the sole right for carrying out amendments/ modifications/ changes including any addendum to this RFP document. All the changes will be uploaded on to the site www.uhuda.org.in for bidder's review.
- H. The Bidder shall bear all costs associated with the preparation and submission of the RFP and UCDF will in no case be held responsible or liable for these costs, regardless of the conduct or outcome of the RFP process.
- I. UCDF reserves the right to take decision of opening of a bid in case of a single bid.

4. Process Confidentiality

Information relating to the examination, clarification and comparison of the RFPs shall not be disclosed to any bidders or any other persons not officially concerned with such process until the selection process is over. The undue use by any bidder of confidential information related to the process may result in rejection of its RFP. Except with the prior written consent of UCDF, no party, shall, at any time communicate to any person

or entity any confidential information acquired during the Contract.

5. Cost of Bidding

All costs related to bidding shall be borne entirely by the bidder. Under no circumstances any queries / request for compensation in cases of rejection / disqualification etc. will be entertained by UCDF.

6. Disqualification

UCDF may at its sole discretion and at any time during the evaluation of RFP, disqualify any bidder, if the bidder has:

1. Submitted the RFP documents after the response deadline.
2. Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
3. Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc.
4. Submitted a RFP that is not accompanied by required documentation or is non-responsive.
5. Failed to provide clarifications related thereto, when sought.
6. Declared ineligible by the Government of Uttarakhand, or any of the PSU in the State Government, for corrupt and fraudulent practices or has been blacklisted.
7. Blacklisted by any Central or a State Department (In the event the case is in either arbitration or stay from any court, it will be still considered as disqualification)
8. Submitted a RFP with price adjustment / variation provision.

7. Scope of Work

7.1. Scope of Work for UCDF

- I. Provide 2300 sq.ft (Café+Sitting) of area at Aanchal dairy premises Raipur road near Sahastradhara crossing, Dehradun.
- II. Dedicated parking space for 20 cars.
- III. Complete glass façade structure, including finishing works.
- IV. Kitchen area for operations.
- V. The billing software for café operation will be provided by UCDF.
- VI. Provision of branding hoardings/boards and branding space.
- VII. The brand name shall reflect: "Aanchal Cafes - Operations & Maintenance by [Bidder's Name]".

7.2. Scope of Work for Operational Partner

- I. Responsible for running and maintaining the café in compliance with all relevant norms and obtaining all necessary licenses within 2 months from the date of agreement.
- II. Furniture setup to be approved by UCDF before installation and placed by the Bidder.
- III. Fully equipped kitchen setup, with standard commercial kitchen equipment.
- IV. Display counters, freezers & other equipments required.
- V. Ensure valet services or manage parking at the designated area.
- VI. Valet/parking charges, if any, shall be at the discretion of the firm.
- VII. Operate the café under the guidelines of UCDF.
- VIII. All the financial transactions of café must be done on billing software provided by UCDF.
- IX. All the staffs including manager, working staff, security guard, valet, sweeper etc. will be under scope of operational partner.
- X. Ensure operations of Café for atleast 16 hours a day.
- XI. Tentative list of items which will be available at cafe:
 - a) Aanchal milk and Milk Products
 - b) Milk Shake
 - c) Pizza
 - d) Sandwich
 - e) Cheese and paneer momos
 - f) Cheese pasta
 - g) Paneer Shawarma
 - h) Cheese and paneer rolls
 - i) Chaat
 - j) Dahi Bada
 - k) Breakfast items made from Desi Ghee
 - l) Thali options
 - m) Doodh Jalebi
 - n) Falooda Kulfi
 - o) Cheese Balls
 - p) Paneer Cheese Samosa
 - q) Coffee and tea with Cookies

Number of items available at café can be increased with mutual discussion with UCDF.

- XII. Operational partner will ensure availability of above notified items and will use only aanchal milk and milk products for their preparation.

- XIII. Raw materials for preparation of above items must be of good quality. Operational partner will be responsible for procurement of these items. UCDF can inspect the quality of raw material with prior intimation to the Partner to avoid any interruption in service.
- XIV. After the completion of contract period, hand over the aanchal cafe, in good and operational condition. Equipment, furniture and fittings should remain the property of the Partner.
- XV. Operational partner shall not sublet aanchal café or any part thereof to any third party or entity under any circumstances.

Note: All milk and milk products consumed in aanchal café must be of aanchal brand. The complete operations of the aanchal café must be strictly vegetarian.

7.3. Channels of communication:

All communication from Partner to the UCDF shall be made to the Managing Director-Uttarakhand Cooperative Dairy Federation Limited (UCDF). The Managing Director-Uttarakhand Cooperative Dairy Federation Limited shall, at all stages, be the first point of contact.

8. Service level agreement

The purpose of this Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of service which shall be provided by Partner to the Managing Director-Uttarakhand Cooperative Dairy Federation Limited for the duration of the contract against the stated scope of work. The UCDF shall regularly review the performance of the services being provided by Partner and the effectiveness of this SLA.

- Managing Director-Uttarakhand Cooperative Dairy Federation Limited shall evaluate the performance of Partner based on the quality of the services rendered. Include an authorized representative from the Partner in the evaluation process to ensure fairness. The decision of the Managing Director, UCDF shall be binding in this regard

8.1. Resolution of Complaints

Any complaints notified by the UCDF to Partner shall have to be replied to in written along with the suggested course of action to be taken to resolve the complaint by Partner within 10 working days of the complaint being notified.

The suggested course of action by Partner shall then be reviewed by the UCDF and the final modifications (if) shall have to be implemented in a manner and time frame suggested by the UCDF.

8.2. Data Confidentiality

Partner shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will Partner divulge/reveal/share such data for the purpose other than for meeting the UCDF's requirements. Any violation of this confidentiality clause may result in instant termination of the contract and blacklisting of Partner's services from the Government of Uttarakhand. The decision of the client shall be final in this regard and binding on Partner.

8.2.0. Applicable Law

Applicable Law means are laws and any other instruments having the force of law in India as they may be issued and are in force from time to time. The contracts shall be interpreted in accordance with the laws of the Union of India and that of State of Uttarakhand

8.2.1. Use of Contract Documents and Information

- a. Partner shall not, without the UCDF's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the in connection therewith, to any person other than a person employed by Partner in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of delivering such performance
- b. Partner shall not, without the UCDF's prior written consent, make use of any document or information except for purposes of performing the Contract
- c. Any document, other than the Contract itself, shall remain the property of UCDF and shall be returned (in all copies) to the UCDF on completion or terminations of the Contract if so, required by the UCDF

8.2.2. Governing Language

The Contract shall be written in English Language. All correspondence and other documents pertaining to the contract, which are exchanged between the parties, shall be in English Language.

8.2.3. Intellectual Property Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, or industrial design rights arising from the use of any material or any part thereof in India Partner shall act expeditiously to extinguish such claim. If Partner fails to comply and the UCDF is required to compensate a third-party resulting from such infringement, Partner shall be responsible for the compensation including all expenses, court costs and lawyer fees. Partner shall provide the UCDF with a notice of such a claim, if made, without delay

8.2.4. Assignments

The Partner shall not assign the project to any other Firm, in whole or in part, to perform its obligation under the Contract, without the UCDF's prior written consent, if it is not disclosed in the RFP response clearly

8.2.5. Change Orders

The UCDF may at any time, by written order given to Partner, make changes within the general scope of the Contract/ manpower deployed at the project in any one or more of the following:

- The place of delivery; and/or the Services to be provided by Partner.
- Partner should be ready to accommodate additional equipment/services at later stages.
- If any such change causes an increase or decrease in the cost of, or the time required for, Partner's performance of any provisions under the Contract, equitable adjustments shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by Partner for adjustment under this clause must be asserted within thirty (30) days from the date of Partner's receipt of the UCDF's change order

8.2.6. Extension of Contract:

After satisfactory completion of seven years, The contract may be extended by 24 months based on satisfactory performance and delivery.

8.2.7. Suspension

The UCDF may, in written notice to Operational Partner, suspend all operations to it hereunder if Partner fails to perform any of its obligations under this contract including the carrying out of the services, provided that such notice of suspension,

- Operational partner will be given 15 days to response against the notice.
- Shall specify the nature of failure.
- Shall request Partner for a remedy of such failure within a period not exceeding fifteen (15) days after the receipt of such notice of failure by Partner.

8.2.8. Termination

Under this Contract, the UCDF may, by written notice terminate the services of Partner in the following ways:

- Termination by default for failing to perform obligations under the Contract or if the quality is not up to the specification or in the event of non-adherence to any time schedule that may be mentioned by the UCDF.
- Include a mandatory show cause notice/rectification notice and ensure that termination is based on valid reasons, with a minimum notice period of 60 days and appropriate compensation for capital investments.
- The UCDF by written notice sent to Partner, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the UCDF's convenience, the extent to which performance of Partner under the Contract is terminated, and the date upon which such termination becomes effective.
- The UCDF may at any time terminate the Contract by giving a written notice to Partner if Partner becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Partner, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the UCDF.
- In case of unsatisfactory/no response against suspension notice issued by UCDF to the operational partner the contract will be terminated.

8.2.9. Force Majeure

Notwithstanding anything contained in the terms of reference, Partner shall not be liable for liquidated damages or termination for default, if and to the extent that, it's delaying performance or other failures to perform its obligations under the agreement is the result of an event of Force Majeure.

For purposes of this clause "Force Majeure" means an event beyond the control of Partner and not involving Partner's fault or negligence and which was not foreseeable. Such events may include wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargos. The decision of the UCDF regarding Force Majeure shall be final and binding on Partner.

If a Force Majeure situation arises, Partner shall promptly notify the UCDF in writing, of such conditions and the cause there of. Unless otherwise directed by the UCDF in writing, Partner shall continue to perform its

obligations under the agreement as far as reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

8.2.10. Payments in case of Force Majeure

During the period of its inability to provide services because of an event of Force Majeure, Partner shall be entitled to continue to be paid under the terms of this contract, as well as to be reimbursed for costs additional costs reasonably and necessarily incurred by it during such period for the purpose of the services and in reactivating the service after the end of such period.

8.2.11. Resolution of Disputes

If any dispute arises between parties, then there would be two ways for resolution of the dispute under the Contract.

8.2.12. Amicable Settlement

The performance of the Contract is governed by the terms and the conditions of the Contract. However, at times dispute may arise over the interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the notice and respond to it in writing within 30 days after receipt. If the dispute cannot be amicably settled within 45days following the response of that party, then Clause 6.19.2 for resolution of disputes shall become applicable.

8.2.13. Resolution of Disputes

In the case of dispute arising between the UCDF and the Partner, which has not been settled amicably, any party can refer the dispute for arbitration under the Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

The expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.

8.2.14. Taxes and Duties

Partner shall fully familiarize itself with the applicable Domestic taxes on the amount payable by the UCDF under the contract. Partner and personnel shall pay such domestic tax, duties, fees, and other impositions (wherever applicable) levied under the applicable law. Property tax will be borne by UCDF/Milk union.

8.2.15. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the courts situated in Haldwani, Nainital, Uttarakhand only.

8.2.16. Binding Clause

All decisions taken by the UCDF regarding the processing of this RFP and award of contract shall be final and binding on all parties concerned.

8.2.17. Notice

Any notice, request or consent required or permitted to be given or made pursuant to this contract shall be in writing. Any such notice request or consent shall be deemed to have been given or made when delivered

in person to an authorized representative of the party to whom the communication is addressed, or when sent to a party at the address mentioned in the project specific Contract Agreement.

9. Checklist

1. Registration Certificates of Company/firm/Agency (Self attested Copy).
2. GST registration document (Self attested Copy).
3. PAN Card (Self attested Copy).
4. Earnest Money deposit Receipt. (Self attested Copy).
5. RFP document fee deposit Receipt. (Self attested Copy).
6. Gen Form 1: RFP Form
7. Gen Form 2: Power of Attorney
8. Gen Form 3: Particulars of the Bidder
9. Gen Form 4: Financial Bid
10. Brief project plan
11. ANNEXURE- 'A' - RFP Acceptance Letter
12. ANNEXURE- 'B' - Non-Black Listed Certificate
13. Work Experience Documents- Work Orders/ POs/Agreements
14. Audited balance sheet along with annual report and IT return

10. Bid Forms

GEN Form 1: RFP Form

Date:

RFP No.:

To

Managing Director, UTTARAKHAND COOPERATIVE DAIRY FEDERATION LIMITED (UCDF).

Mangal Parao, Haldwani, Nainital, Uttarkhand

Website: ucdf ltd@gmail.com

Sir / Madam

Having examined the bidding documents, including Addenda Nos. _____ (Insert numbers, if any), the receipt of which is hereby duly acknowledged, we, the undersigned, offer to engage as **Operational Partner** to Uttarakhand Cooperative Dairy Federation Limited (UCDF), Government of Uttarakhand, in conformity with the said bidding documents for the same as per the technical and financial bid and such other sums as may be ascertained in accordance with the Financial Bid attached here with and made part of this bid.

We undertake, if our bid is accepted, to render the services in accordance with the clauses and conditions which will be specified in the contract document that we will sign if the work order is given to us. If our bid is accepted, we will obtain the guarantee of a bank in a sum equivalent to fixed amount based on the estimation of the total project cost for the due performance of the Contract, in the form prescribed by the UCDF.

We agree to abide by this bid for a period of 90 (ninety days) days after the date fixed for bid opening as mentioned under the Instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period. Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

Name:

Address:

(If none, state "none")

We understand that you are not bound to accept the lowest or any bid you may receive.

Dated this day of 20 ____

Signature

(In the capacity of)

Duly authorized to sign Bid for and on behalf of

GEN Form 2: Format for Power of Attorney

(To be provided in original as part of **Technical RFP (Envelope – 2)** on stamp paper of value required under law duly signed by the bidder for the RFP)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our RFP for award of Agreement “**RFP for selection of operational partner for aanchal cafe**” for Uttarakhand Co-Operative Dairy Federation Ltd.as per agreement with UCDF, vide Invitation for RFP (RFP Document) Document dated _____, issued by The Managing Director, Uttarakhand Cooperative Dairy Federation Limited (UCDF), Haldwani, Nainital, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by UCDF, Haldwani, Nainital or any governmental authority, representing using all matters before UCDF, Haldwani, Nainital and generally dealing with UCDF in all matters in connection with our RFP for the said Project. We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds, and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For _____

(Signature)

(Name, Title, and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title, and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favor of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

GEN Form 3: Particulars of the Bidder & Experience

Sl No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	

For each project being shown as relevant experience of providing services being described in the document, please provide a profile based on the following template.
Please provide only broad details of the projects.

S. No	Information Sought	Details
Customer Information		
	Customer Name	
1	Name of the contact person from the client organization who can act as a reference with contact coordinates	
	Name	
	Designation	
	Address	

	Phone Number	
	Mobile Number	
	Email ID	
Project Details		
2	Project Title	
3	Start Date / End Date	
4	Current Status (In progress / Completed)	
5	Number of responding firm's staff deployed on this project (peak time)	
Value of the project		
6	Order value of the project (in Rupee's lakhs)	
7	Narrative description of project: (Highlight the components / services involved in the project that are of similar nature to the project for which this RFP is floated)	
8	Description of actual services provided by the responding firm within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated	
9	Description of the key areas where significant contributions are made for the success of the project	

GEN Form 4: Financial Bid Format

<u>Item Wise BoQ</u>								
Tender Inviting Authority: Managing Director UCDF, Haldwani								
Name of Work: RFP for selection of operational partner in revenue sharing model for aanchal cafe								
NIT No:								
Name of the Bidder/ Bidding Firm / Company :								
<u>PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVEN I</u> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else								
NUMBER #	TEXT #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Item Code / Make	Quantity	Units	entered by the Bidder in no.	TOTAL AMOUNT Without Taxes col (9) = (4) x (7) in Rs. P	TOTAL AMOUNT With Taxes col (10) = (8) + (9) in Rs. P	TOTAL AMOUNT In Words
1	2	3	4	5	6	7	8	9
1.00								
	1.1 Revenue share to Department/UCDF (Minimum 2.5%)	Item1	1.00	%		0.00	0.00	INR Zero Only
Total in Figures						0.00	0.00	

ANNEXURE- 'A' - RFP Acceptance Letter

(To be given on Company Letter Head)

Date:

To,

Sub: Acceptance of Terms & Conditions of RFP.

RFP Reference No: _____

Name of RFP / Work: -

Dear Sir,

1. I / We have downloaded / obtained the RFP document(s) for the above mentioned 'RFP/Work' from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

2. I / We hereby certify that I / we have read the entire terms and conditions of the RFP documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc.), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I / We hereby unconditionally accept the RFP conditions below mentioned in its totality / entirety.

- a) Minimum stake of UCDF will be 51% in the OJV.
- b) Minimum 49% investment of OJV partner on the project.
- c) In the first phase investment will be in Plant and Machinery.
- d) In the second phase the investment will be in Working Capital.
- e) Technical support to the farmers associated.

5. In case any provisions of this RFP are found violated , then your department/ organization shall without prejudice to any other right or remedy be at liberty to reject this RFP/bid including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

**ANNEXURE 'B' - Non-Black Listed Certificate
(Affidavit On A Non-Judicial Stamp Paper Of Rs.100/-)**

I, _____ sole proprietor/partner/authorized signatory of
M/S _____ sole proprietorship/partnership
firm/public/private limited company having its principal place of business/ registered office
at.....(Full Address) do hereby solemnly affirm and declare
as under:-

- 1- That I hereby confirm and declare that my/our firm/company M/S..... is not
blacklisted/delisted or debarred with any company of Private/Public Ltd. or Government
Company/Semi Govt. deptt. from participating in the RFP as on date.
- 2- That I hereby confirm and declare that my/our firm/company M/S..... is /are
not involved in any illegal activity and/or not charge sheeted for any criminal act of theft and/or any
other essential commodity during last five years.
- 3- That I further undertake that in case any of the facts sworn in as mentioned above and any particulars
mentioned in our application are found other-wise or incorrect or false at any stage, my/our firm/
company shall stand debarred from the present and future RFPs of the Uttarakhand Cooperative Dairy
Federation Limited and its associates Milk Union. Besides, Uttarakhand Co-operative Dairy Federation
Ltd shall be entitled to take all such actions as may be deemed fit including termination of contract, if
awarded, without any claim for any compensation whatsoever on account of such premature closure
of the contract.
- 4- I know that to swear a false affidavit is crimes under the law and with such knowledge only I have
swear this Affidavit. I shall be responsible for any false statement.

(Signature of the Proprietor/ Managing Partner/Director with Seal)
DEPONENT

Verified at on.....that the contents of para 1 to 4 of this affidavit are true and
correct and no part of this is false and nothing material has been concealed or falsely stated therein.

(Signature of the Proprietor/ Managing Partner/ Director with Seal)
DEPONENT
(Signature & Seal of Notary)

**ANNEXURE 'C' Form of Bank Guarantee for Bid Security/EMD
(On A Non Judicial Stamp Paper Of Rs. 10/-)**

This Deed of Guarantee made this.....day of (Two Thousand) by the (name and address of the bank) (hereinafter referred to as "The Bank") which expression shall unless the counterpart otherwise admit include its legal representatives, successors and assigns and the Uttarakhand Cooperative Dairy Federation Limited Mangal Parao, Haldwani (Hereinafter referred to as the 'Federation') which expression shall unless repugnant to the context or meaning thereof include its legal representatives, successors and assignees.

Whereas the Federation has invited Bids for the supply, erection and commissioning ofby the RFP Notices NoAND WHEREAS M/S.....(name & Address of the bidders) who having submitted their RFP(hereinafter referred to as the RFP) and have agreed to deposit to the Federation an amount indicated in Schedule of requirements as per the terms and conditions of the Bidding Document AND WHEREAS the Federation is also willing to accept a Bank Guarantee in lieu of payment by demand draft of any amount equivalent to the amount of bid security/earnest money required to be deposited by the bidder to the Board which guarantee will be kept valid for 150 days after the date of opening of bids.In consideration of the Federation having agreed to consider the Bid proposals submitted by the bidder without depositing the amount of Bid security/earnest money and against this bank guarantee, we (name and address of the Bank) hereby undertake and guarantee to make payment to the Federation at any time (time being the essence of the contract) when the Federation asks for the same as per the terms and conditions of the Bidding Document within 150 days from the date of opening of bid. The Bank further undertakes not to revoke this guarantee during its currency except with the previous consent of the Federation of writing and the guarantee shall be continuous and irrevocable guarantee up to a sum of Rs.....Rupees only) provide always that any indulgence or relation on the part of the Federation to the said Bidder, with or without the consent of the Bank shall not prejudice or restrict remedies against the Bank nor shall the same to any event be a ground of defence by the Bank, against the Federation. In case the Federation puts forth a demand in writing on the Bank for the payment of amount full or in part against this bank guarantee, the Bank will consider that such demand by itself is a conclusive evidence and proof that the Bidder has failed in complying with the terms and conditions stipulated by the Federation in its Bidding Document and payment will be made to the Federation without raising any disputes regarding the reasons for such failure on the part of the Bidder. The Bank shall not be discharged or released from this guarantee by arrangement between the bidder and the Federation with or without the consent of the Bank or any alterations in the obligations of the parties or by an indulgence, Forehearnance shown by the Federation to the Bidder. This guarantee shall be in addition to and without prejudice to any other securities or remedies which the Board may have or hereafter possess against the Bidder and the Federation shall be under no obligations to marshal in favor of the Bank any such renew, modify or refuse to complete or enforce or assign any security or instrument. The Bank agrees that the amount hereby guaranteed shall be due and payable to the Federation's serving a notice requiring the payment of the amount and such notice shall be served on the Bank either by actual delivery thereof in the Bank or by dispatching thereof to the Bank at its address by registered post at the address of the said to have been duly served on the Bank notwithstanding that the notice may not in fact have been delivered to the Bank. In order to give full effect to the provisions of this guarantee the Bank thereof waives all rights inconsistent with the above provisions and which the Bank might otherwise as a guarantee be entitled to claim and

enforce. Notwithstanding anything contained hereinafter our liability under this guarantee is restricted to Rs.....(Rupees.....only). Being the amount of the Bid Security/Earnest Money Deposit and it shall remain enforce until.....

Place:

SEAL

CODE