

**RFP FOR SELECTION OF MARKETING FIRM FOR AANCHAL MILKYWAY PROJECT IN GARHWAL  
REGION OF UTTARAKHAND AND DELHI NCR**



**(RFP Notice No: 15(1-3)/Tender/2025-26 Date 26-08-2025)**

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

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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 an 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only; except with the written permission of Uttarakhand Cooperative Dairy Federation Limited such information may not be published, disclosed, or used for any other purpose.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 is invited for the Selection of eligible and experienced marketing firms for providing end-to-end marketing services to UCDF for Aanchal Milkyway Project in Garhwal region of Uttarakhand and Delhi NCR. The project includes Identifying and managing corporate distributors, B2B business, Handling demand & Sales of UCDF – Aanchal Booth, New Product launch in Garhwal region etc.

- I. Uttarakhand Cooperative Dairy Federation Limited invites bids from bidders for providing end-to-end marketing services for Aanchal Milkyway Project, with the office of the Managing Director, UCDF.
- II. RFP documents, RFP fee and other related details can be Seen/downloaded from <http://www.ucdfaanchal.com>
- 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 qualify 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	RFP for selection of Marketing Firm for Aanchal Milkyway Project in Garhwal Region of Uttarakhand and Delhi NCR	Nil	Rs. 50,000	Rs. 1,770	90 Days

### 1.2. RFP Norms, availability, and submission of RFP:

- I. The detail information regarding the RFP may be obtained from the UCDF Haldwani Office from 10.00 am to 5.00 pm or can be downloaded from UCDF website <http://www.ucdfaanchal.com>
- II. This will be a two-bid evaluation system, so the technical and financial bids must 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 (Point 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.

- IV. RFP is available online on <http://www.ucdfaanchal.com> and can be downloaded from the given website.
- V. The bid must be submitted in hardcopies in sealed envelope to the office of  
**Managing Director,**  
**Uttarakhand Co-Operative Dairy Federation Limited (UCDF),**  
**Mangal Paro, Haldwani-263139, Distt. Nainital**  
**Uttarakhand**
- VI. The bidder will have to mention unit rates of each item in numerals.
- VII. The rates quoted, by the bidder, should be inclusive of all prevailing taxes and duties.
- VIII. Conditional RFPs will not be accepted.
- IX. Undersigned reserves the right to reject any or all RFPs without assigning any reason.

### **1.3. Bank Details for Online submission of RFP Fees through RTGS/NEFT:**

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

#### 1.4. Important Dates

<b><u>RFP Downloading and Submission Schedule</u></b>		
RFP Publishing and bid uploading portal. <a href="http://www.ucdfaanchal.com">http://www.ucdfaanchal.com</a>		
1	RFP Notice no.	
2	Date of RFP Publishing on RFP E-portal	26.08.2025
3	Date of RFP document download start from E-portal	26.08.2025 from 10.00 am
4	Last Date & Time for download of RFP Bids	09.09.2025 at 5.00 pm
5	Last Date & Time for offline submission of RFP Bids	09.09.2025 at 5.00 pm
6	Last Date & Time for offline receipt of RFP fee	09.09.2025 at 5.00 pm
7	Time & Date of Opening of RFP- (a)Technical Bids	11.00 am on 10.09.2025
8	Time & Date of Opening of RFP- (a)Financial Bids	Will be notified after opening of technical bids.
9	Place of Opening of RFP Bids	Office Of the Managing Director Uttarakhand Cooperative Dairy Federation Ltd, Mangal Parao, Haldwani, Nainital

## 2. Background

The Aanchal Milkyway Project in Uttarakhand is a UCDF-led program aimed at promoting local dairy products and generating employment opportunities.

The marketing firm will be providing end-to-end marketing services to UCDF for Aanchal Milkyway Project in Garhwal region of Uttarakhand and Delhi NCR. The project includes Identifying and managing corporate distributors, B2B business, Handling demand & Sales of UCDF – Aanchal Booth, New Product launch in Garhwal region etc. 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/agencies to provide end-to-end marketing services to UCDF for Aanchal Milkyway Project in Garhwal region of Uttarakhand and Delhi NCR. The project includes Identifying and managing corporate distributors, B2B business, Handling demand & Sales of UCDF – Aanchal Booth, New Product launch in Garhwal region etc., while aligning with the vision and guidelines of the UCDF/Dairy Development Department.

**The Project duration is 36 months (03 Years) to be reviewed every year for satisfactory performance.** The contract can be terminated prematurely if the performance and delivery is not satisfactory. The contract may be extended 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) "Marketing Firms" 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 "Marketing Firm" 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 Marketing Firm and assigned to perform services to execute an assignment and any part thereof.
- 12) "Services" means the work to be performed by the Marketing Firm 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 the same.

### 3.2. Technical bid

Send the Following Document offline in Technical Bid of RFP. RFP Fee must be submitted before last date and time of bid submission.

#### Minimum Eligibility Criteria

- 1) Registration Certificates of Company/firm/Agency. Preferably registered in Uttarakhand (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) Have minimum 15 years of experience in sales and marketing, preferably in dairy/ Retail /FMCG /MNC sector. Have to submit documents for minimum 05 years of experience out of last 15 years.
- 7) Understand process of Retail distribution & new product launch.
- 8) Be able to demonstrate experience in handling similar assignments with established retailers.
- 9) Submit profiles and credentials of the Marketing Firm/Manager/Owner with proof of relevant experience.
- 10) Provide client references or past work experience in the relevant domain (milk/dairy preferred).
- 11) Must have experience handling corporate/institutional dairy sales.
- 12) Must have professional staff with management degree holder/MBA/MB.
- 13) Any Consultants/Director/Proprietor must have experience working in North India especially Uttarakhand, Delhi/NCR, UP, Rajasthan.
- 14) Must having knowledge of geography and business model of Uttarakhand, Delhi /NCR.
- 15) 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.

#### 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 company/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 have to be submitted separately in closed envelope. Both the separate bids can be put in a single envelope for submission.

Financial bid 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. 1,770/- (Including 18% GST)
2. RFPs not accompanied by RFP Fees shall be rejected as non-responsive.

### 3.2.3. Earnest Money Deposit (EMD)

Earnest Money Deposit- Exempted

### 3.2.4. Financial Terms

Upon award of the bid, the Bidder shall pay a work security deposit of Rs. 50,000/- within 7 days of bid approval. It may be deposited in the form of Cash/Banker's Cheque, Bank Guarantee, FDR, TDR etc. issued in the name of Managing Director, UCDF.

The security deposit of total Rs. 50,000/- 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 (if applicable) 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 Marketing Firm, as the case may be.
- II. L1 will be selected based on overall minimum commission percentage offered on enlisted products.

## 3.4. Evaluation Process

- A. An RFP Committee will do scrutiny of the RFP document to determine whether the documents have been properly signed 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 overall minimum commission percentage offered on enlisted products.

- D. Hence, L1 will be decided based on the overall minimum commission percentage offered on enlisted products to 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 lowest 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 conducting amendments/ modifications/ changes including any addendum to this RFP document. All the changes will be uploaded on to the site <http://www.ucdfaanchal.com> 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 inferior performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion, or financial failures, etc.
4. Submitted an 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 an RFP with price adjustment / variation provision.

## **7. Scope of Work**

### **7.1. Scope of Work for Marketing Firm**

- I. Marketing for identifying and establishing New Aanchal Milkyway outlets inside Reliance Retail Stores across North India specially - Garhwal and Delhi NCR.
- II. Manage all backend operations required for store functioning, including staff coordination and vendor alignment.
- III. Liaison with Reliance Retail team for Timely payments.

- IV. Product listings/mapping.
- V. Documentation & workflow approvals.
- VI. Set and formalize margin structures for all dairy products across Reliance counters.
- VII. Oversee and manage inventory and stock levels of all Aanchal dairy products at these counters.
- VIII. Execute and manage in-store marketing and promotional activities to increase footfall and sales.
- IX. Marketing for identifying and managing corporate distributors, B2B business, Retail Chain for UCDF products under brand name – Aanchal.
- X. Marketing for handling demand & Sales of UCDF – Aanchal Booth
- XI. Ensure implement of Aanchal Dairy (UCDF) SOP for all booths under UCDF operation only.
- XII. Submit regular reports to UCDF on performance, stock movement, and challenges.

## **7.2. Channels of communication:**

All communication from Marketing Firm 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.

## **7.3. Engagement of Salesperson:**

- I. Experienced salesperson at Aanchal Milkyway will be provided by the marketing firm.
- II. Salary of the salesperson will be decided mutually (should not be less than minimum wages act). 50% of which will be reimbursed by the UCDF to marketing firm.

## **7.4. Payment Terms:**

- I. Selected firm will be paid percentage margin on the items sold through Milkyway on monthly basis.
- II. The firm will raise monthly bills to UCDF on the basis of items sold through Milkyway.
- III. The bidder will quote percentage commission on enlisted items in financial bid.
- IV. The overall minimum percentage quoted will be the basis of selection.

## **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 Marketing Firm 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 Marketing Firm and the effectiveness of this SLA.

- Managing Director-Uttarakhand Cooperative Dairy Federation Limited shall evaluate the performance of bidder based on the quality of the services rendered. Include an authorized representative from the

Marketing Firm 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 Marketing Firm shall have to be replied to in written along with the suggested course of action to be taken to resolve the complaint by Marketing Firm within ten working days of the complaint being notified.

The suggested course of action by Marketing Firm 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**

Marketing Firm shall maintain full confidentiality of the data provided to it or data generated while providing services. Under no circumstances will Marketing Firm 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 Marketing Firm's services from the Government of Uttarakhand. The decision of the client shall be final in this regard and binding on Marketing Firm.

#### **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. Marketing Firm 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 Marketing Firm in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of delivering such performance.
- b. Marketing Firm 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 Marketing Firm shall act

expeditiously to extinguish such claim. If Marketing Firm fails to comply and the UCDF is required to compensate a third-party resulting from such infringement, Marketing Firm shall be responsible for the compensation including all expenses, court costs and lawyer fees. Marketing Firm shall provide the UCDF with a notice of such a claim, if made, without delay

#### **8.2.4. Assignments**

The Marketing Firm 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 Marketing Firm, 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 Marketing Firm.
- Marketing Firm 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, Marketing Firm'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 Marketing Firm for adjustment under this clause must be asserted within thirty (30) days from the date of Marketing Firm's receipt of the UCDF's change order.

#### **8.2.6. Extension of Contract:**

After satisfactory completion of three years, the contract may be extended based on satisfactory performance and delivery.

#### **8.2.7. Suspension**

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

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

#### **8.2.8. Termination**

Under this Contract, the UCDF may, by written notice terminate the services of Marketing Firm 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 Marketing Firm, 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 Marketing Firm 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 Marketing Firm if Marketing Firm becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to Marketing Firm, 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 Marketing Firm the contract will be terminated.

#### **8.2.9. Force Majeure**

Notwithstanding anything contained in the terms of reference, Marketing Firm shall not be liable for liquidated damages or termination for default, if and to the extent that, it is 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 Marketing Firm and not involving Marketing Firm'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 Marketing Firm.

If a Force Majeure situation arises, Marketing Firm shall promptly notify the UCDF in writing, of such conditions and the cause thereof. Unless otherwise directed by the UCDF in writing, Marketing Firm 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, Marketing Firm 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 45 days 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 Marketing Firm, 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**

Marketing Firm shall fully familiarize itself with the applicable Domestic taxes on the amount payable by the UCDF under the contract. Marketing Firm 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. RFP document fee deposit Receipt. (Self-attested Copy).
5. Gen Form 1: RFP Form
6. Gen Form 2: Power of Attorney
7. Gen Form 3: Particulars of the Bidder
8. Gen Form 4: Financial Bid
9. ANNEXURE- 'A' - RFP Acceptance Letter
10. ANNEXURE- 'B' - Non-Black Listed Certificate
11. Work Experience Documents- Work Orders/ POs/Agreements

## 10. Bid Forms

### GEN Form 1: RFP Form

Date:

RFP No.:

To

Managing Director, Uttarakhand Cooperative Dairy Federation Limited (UCDF).

Mangal Parao, Haldwani, Nainital, Uttarakhand

Website: [ucdf ltd@gmail.com](mailto: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 Marketing Firm 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 – 1)** 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 Marketing Firm for Aanchal Milkyway Project in Garhwal Region of Uttarakhand and Delhi NCR”** 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/Firm	
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
	<b>Customer Information</b>	
	Customer Name	
	Name of the contact person from the client organization who can function 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 (Envelop-2)

<b>Item Wise BoQ</b>									
<b>Tender Inviting Authority:</b> Managing Director, UCDF, Haldwani									
<b>Name of Work:</b> RFP for Selection of Marketing Firms for Aanchal Milkyway Project in Garhwal Region of Uttarakhand and Delhi NCR									
<b>NIT No:</b>									
<b>Name of the Bidder/ Bidding Firm / Company:</b>									
<b>PRICE SCHEDULE (DOMESTIC TENDERS - RATES ARE TO GIVE I</b> (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded/submitted after filling the relevant columns, else									
NUMBER #	TEXT #		TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description		Item Code / Make	Quantity	Units	Percentage margin to be 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
<b>1.00</b>	<b>Product Names</b>								
	1.1	Liquid Milk 450ml	Item1	1.00	%		0.00	0.00	INR Zero Only
	1.2	Dahi Cup 400gm	Item2	1.00	%		0.00	0.00	INR Zero Only
	1.3	Dahi Pouch 400gm	Item3	1.00	%		0.00	0.00	INR Zero Only
	1.4	Dahi Cup 200gm	Item4	1.00	%		0.00	0.00	INR Zero Only
	1.5	Lite Dahi Matka 5kg	Item5	1.00	%		0.00	0.00	INR Zero Only



	1.6	Paneer 200gm	Item6	1.00	%		0.00	0.00	INR Zero Only
	1.7	Paneer 1kg	Item7	1.00	%		0.00	0.00	INR Zero Only
	1.8	Plain Chhach 300ml	Item8	1.00	%		0.00	0.00	INR Zero Only
	1.9	Plain Chhach 500ml	Item9	1.00	%		0.00	0.00	INR Zero Only
	1.10	Namkeen Chhach 200ml	Item10	1.00	%		0.00	0.00	INR Zero Only
	1.11	Sweet Lassi Cup 200gm	Item11	1.00	%		0.00	0.00	INR Zero Only
	1.12	Chena Kheer 80gm	Item12	1.00	%		0.00	0.00	INR Zero Only
	1.13	Cheese 200gm	Item13	1.00	%		0.00	0.00	INR Zero Only
	1.14	Aanchal Mava 1kg	Item14	1.00	%		0.00	0.00	INR Zero Only
	1.15	UHT Gold Premium 1000ml	Item15	1.00	%		0.00	0.00	INR Zero Only
	1.16	UHT Tonned Milk Premium (3.5/8.5) 1000ml	Item16	1.00	%		0.00	0.00	INR Zero Only
	1.17	UHT Tonned Milk (3.0/8.5) 1000ml	Item17	1.00	%		0.00	0.00	INR Zero Only
	1.18	UHT Tonned Milk 200ml	Item18	1.00	%		0.00	0.00	INR Zero Only
	1.19	UHT Umang DTM Flexi Pack 450ml	Item19	1.00	%		0.00	0.00	INR Zero Only
	1.20	UHT Umang DTM Flexi Pack 125ml	Item20	1.00	%		0.00	0.00	INR Zero Only
	1.21	UHT Sweet Lassi 200ml	Item21	1.00	%		0.00	0.00	INR Zero Only
	1.22	UHT Masala Chhach 200ml	Item22	1.00	%		0.00	0.00	INR Zero Only
	1.23	UHT Fresh Cream 1000ml	Item23	1.00	%		0.00	0.00	INR Zero Only
	1.24	UHT Fresh Cream 200ml	Item24	1.00	%		0.00	0.00	INR Zero Only

	1.25	Flavored Milk (Kesar) 180ml	Item25	1.00	%		0.00	0.00	INR Zero Only
	1.26	Flavored Milk (Rose) 180ml	Item26	1.00	%		0.00	0.00	INR Zero Only
	1.27	Flavored Milk (Vanilla) 180ml	Item27	1.00	%		0.00	0.00	INR Zero Only
	1.28	Flavored Milk (Cardamom) 180ml	Item28	1.00	%		0.00	0.00	INR Zero Only
	1.29	Sica Pack Ghee 1kg	Item29	1.00	%		0.00	0.00	INR Zero Only
	1.30	Pet Jar Ghee 1kg	Item30	1.00	%		0.00	0.00	INR Zero Only
	1.31	Pahadi Ghee 1kg	Item31	1.00	%		0.00	0.00	INR Zero Only
	1.32	Ghee Tin 15kg/16.5ltr	Item32	1.00	%		0.00	0.00	INR Zero Only
	1.33	Frozen Peas 1kg	Item33	1.00	%		0.00	0.00	INR Zero Only
	1.34	Frozen Peas 500gm	Item34	1.00	%		0.00	0.00	INR Zero Only
	1.35	Frozen Mix Cut Vegetables 1kg	Item35	1.00	%		0.00	0.00	INR Zero Only
	1.36	Acacia Honey 250gm	Item36	1.00	%		0.00	0.00	INR Zero Only
	1.37	Acacia Honey 500gm	Item37	1.00	%		0.00	0.00	INR Zero Only
	1.38	Van Tulsi Honey 250gm	Item38	1.00	%		0.00	0.00	INR Zero Only
	1.39	Van Tulsi Honey 500gm	Item39	1.00	%		0.00	0.00	INR Zero Only
	1.40	Forest Honey 250gm	Item40	1.00	%		0.00	0.00	INR Zero Only
	1.41	Forest Honey 500gm	Item41	1.00	%		0.00	0.00	INR Zero Only
	1.42	Litchi Honey 250gm	Item42	1.00	%		0.00	0.00	INR Zero Only
	1.43	Litchi Honey 500gm	Item43	1.00	%		0.00	0.00	INR Zero Only
<b>Total in Figures</b>							<b>0.00</b>	<b>0.00</b>	

**ANNEXURE- 'A' - RFP Acceptance Letter**

**(To be given on Company Letter Head)**

Date:

To,

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Sub: Acceptance of Terms & Conditions of RFP.

RFP Reference No: \_\_\_\_\_

Name of RFP / Work: -

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Dear Sir,

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

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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 mentioned in its totality / entirety.

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/Marketing Firm/authorized signatory of  
M/S \_\_\_\_\_ Marketing 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. dept. 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  
sworn this Affidavit. I shall be responsible for any false statement.

**(Signature of the Company/Marketing Firm 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 Company/Marketing Firm/ Director with Seal)**  
**DEPONENT**  
**(Signature & Seal of Notary)**