



# **REQUEST FOR PROPOSAL**

**for**

**Selection of solution provider to prevent counterfeiting of OMFED products in market and provide an innovative bespoke information technology solution specially designed to suit OMFED**

**(through e-tendering)**

---

## Contents

|  |    |
|--|----|
| <b>E-Procurement notice</b> .....  | 3  |
| <b>1. Schedule for the RFP</b> .....   | 5  |
| <b>2. DATA SHEET</b> .....   | 6  |
| <b>3. Disclaimer</b> .....   | 7  |
| <b>4. OMFED</b> .....  | 9  |
| <b>5. Scope of work</b> .....  | 12 |
| <b>6. Eligibility Criteria</b> .....   | 13 |
| <b>7. Evaluation Criteria</b> .....  | 15 |
| <b>8. Instruction to Bidders</b> .....   | 16 |
| <b>9. Additional Information to Bidders</b> .....  | 22 |
| <b>10. Additional Information on E-tendering process</b> .....   | 23 |
| <b>Annexure A: Declaration by the Bidder</b> .....   | 25 |
| <b>Annexure B: Format for Power of Attorney</b> .....  | 26 |
| <b>Annexure C: Mandate Form - on the letterhead of the Bidder</b> .....                                | 27 |
| <b>Annexure D: Format for submitting Pre-Bid Queries - on the letterhead of the Bidder</b> .....       | 28 |
| <b>Annexure E: Confidentiality and Non-Disclosure Agreement- on the letterhead of the Bidder</b> ..... | 29 |
| <b>Annexure F: Check-list for the Technical Bid</b> .....  | 33 |
| <b>Annexure G: Check-list for the Commercial Bid</b> .....   | 34 |
| <b>Annexure H: Commercial Bid</b> .....  | 35 |



THE ODISHA STATECO-OPERATIVE MILK PRODUCERS' FEDERATION LTD  
D-2, SAHID NAGAR, BHUBANESWAR  
PHONE: 0674 – 2546030/ 2546121/2540417 FAX NO: 0674 – 2540974  
Website: [www.omfed.com](http://www.omfed.com) E-mail: [omfed@yahoo.com](mailto:omfed@yahoo.com)

## E-Procurement notice

RFP document No: IT/ACFTO/22/2024/4054

dated 25.10.2024

|     |  |  |
|-----|--|--|
| 1.  | Work name  | Selection of solution provider to prevent counterfeiting of OMFED products in market and provide an innovative bespoke information technology solution specially designed to suit OMFED. |
| 2.  | Availability of tender documents on the e-tendering portal of Government of Odisha | Date: [25/10/2024]; Time: [11:00 AM]   |
| 3.  | Last date for sending queries to OMFED   | Date: [28/10/2024]; Time: [05:30 PM]<br>queries may be sent by email to <a href="mailto:omfed@yahoo.com">omfed@yahoo.com</a>   |
| 4.  | Pre-bid meeting  | Date: [30/10/2024]; Time: [03:30 PM];<br>Venue: Virtual mode   |
| 5.  | Bid Due Date   | [04/11/2024]; Time: [03:30 PM];  |
| 6.  | Opening of Technical Bid   | [04/11/2024]; Time: [05:00 PM];  |
| 7.  | Presentation (Physical/Virtual)  | [05/11/2024]; Time: [11:00 AM];  |
| 8.  | Opening of Commercial Bid  | To be informed to the Technically Qualified Bidders  |
| 9.  | Tender Paper Fee (nonrefundable) including GST                                     | Amount: INR 2,950 /- (Rupees Two Thousand Nine Hundred and Fifty only) including GST@18%   |
| 10. | Earnest Money Deposit (EMD)  | Amount: ₹5,000.00 (Rupees Five Thousand Only)  |

All other details can be seen from the Tender Document available on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and on the website of OMFED ([www.omfed.com](http://www.omfed.com)). OMFED reserves the right to reject any or all bids without assigning any reason thereof.



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

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

Tel. No. 0674-2546030, 2546121, 2540576

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

**Request for Proposal (RFP) Notice**

OMFED invites Tender for Selection of solution provider to prevent counterfeiting of OMFED products in market and provide an innovative bespoke information technology solution specially designed to suit OMFED.

Interested bidders may submit their offers latest by [03:30 PM]. dt. [04/11/2024]. The cost of tender paper is ₹2,950/- (incl. GST 18%) along with EMD of ₹5,000.00 (Rupees Five Thousand Only) to be submitted online on the e-tender portal of Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) in favor of OMFED payable at Bhubaneswar. For details visit our official website: [www.omfed.com](http://www.omfed.com).

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

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

**Sd/-  
Managing Director**

## 1. Schedule for the RFP

| SI No | Parameter   | Details  |
|-------|---|--|
| 1.    | Date of publication of Tender   | Date: [25/10/2024]; Time: 11:00 AM   |
| 2.    | Availability of tender documents on the e-tendering portal of Government of Odisha & on the OMFED Website | Date: [25/10/2024]; Time: 11:00 AM   |
| 3.    | Last date for sending queries to OMFED  | Date: [28/10/2024]; Time: 05:30 PM<br>queries may be sent by email to <b>omfed@yahoo.com</b> |
| 4.    | Pre-bid meeting   | Date: [30/10/2024]; Time: 03:30 PM;<br>Venue: Virtual Mode                                   |
| 5.    | Bid Due Date  | Date: [04/11/2024]; Time: 03:30 PM   |
| 6.    | Opening of Technical Bid  | Date: [04/11/2024]; Time: 05:00 PM   |
| 7.    | Presentation (Physical/Virtual):  | Date: [05/11/2024]; Time: 11:00 AM   |
| 8.    | Opening of Commercial Bid   | To be informed to the Technically Qualified Bidders by appropriate means.                    |

### OMFED

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

D-2, Saheed Nagar, Bhubaneswar-751007.

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

Customer Care Telephone No.- 0674-2547119, Fax: 0674-2540974

Email Id: [omfed@yahoo.com](mailto:omfed@yahoo.com)

## 2. DATA SHEET

| SI No | Parameters                                     | Details  |
|-------|--|--|
| 1.    | Name of tender                                 | Selection of solution provider to prevent counterfeiting of OMFED products in market and provide an innovative bespoke information technology solution specially designed to suit OMFED. |
| 2.    | Type of Tendering                              | Open tendering   |
| 3.    | Mode of Tendering                              | e-tender   |
| 4.    | E-tender Website                               | <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a>   |
| 5.    | OMFED Website                                  | <a href="http://omfed.com/">http://omfed.com/</a>  |
| 6.    | Tender Paper Fee (nonrefundable) including GST | INR 2,950 /- (Rupees Two Thousand Nine Hundred and Fifty only) including GST@18%   |
| 7.    | Earnest Money Deposit (EMD)                    | ₹5,000.00 (Rupees Five Thousand Only)  |
| 8.    | Nodal Officer                                  | Name: Sri. Jitendra Kumar Barada, In-charge (IT)<br>Phone No.: 0674-2546030/ 2546121/2540417<br>Email: <a href="mailto:jitendrabarada@omfed.com">jitendrabarada@omfed.com</a>            |
| 9.    | Address of OMFED                               | OMFED,<br>D-2, Sahid Nagar, Bhubaneswar - 751 007<br>Odisha, India   |
| 10.   | RFP document No.                               | IT/ACFTO/22/2024/4054                      dated 25.10.2024  |

### 3. Disclaimer

- 3.1 This RFP document is neither an agreement nor an offer by OMFED to the prospective Bidders or any third party. The purpose of this RFP document is to provide interested parties with information to facilitate the formulation of their Bid pursuant to this RFP document.
- 3.2 This RFP document includes statements, which reflect various assumptions and assessments arrived at by OMFED. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for OMFED to consider the particular needs of each party who reads or uses this RFP document. The assumptions, assessments, statements and information contained in the RFP document may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP document and obtain independent advice from appropriate sources.
- 3.3 Information provided in this RFP document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. OMFED accepts nor responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 OMFED, its employees make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this RFP document, or any matter deemed to form part of this RFP document, or arising in any way in relation to this Bidding Process.
- 3.5 Neither OMFED nor its employees make any representation or warranty as to the accuracy, reliability or completeness of the information in this RFP document. OMFED also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP document.
- 3.6 The Bidder should confirm that the RFP document downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify OMFED immediately in writing.
- 3.7 If no intimation is received within the last date for submission of Pre-Bid queries, it shall be considered that the RFP Document received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the RFP Document.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of RFP Document.
- 3.9 This RFP document and the information contained herein are strictly confidential and Privileged and are for the exclusive use of the Bidder to whom it is issued. This RFP document shall not be copied or distributed by the recipient to third parties (other than, to the extent required by Applicable Law or in confidence to the recipient's professional advisors, provided that such advisors are bound by confidentiality restrictions at least as strict as those contained in this RFP document). In the event after the issue of the RFP document, the recipient does not continue

with its involvement in the Bidding Process for any reason whatsoever, this RFP document and the information contained herein shall be kept confidential by such party and its professional advisors at all times.

- 3.10 OMFED may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this RFP document at any time during the Bidding Process. All such changes shall be uploaded on the website of OMFED. It is the duty of Bidders to visit the website of OMFED regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.11 The Bidders or any third party shall not object to such changes/ modifications /additions/alterations as provided in **Clause 3.10** above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by OMFED. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of OMFED with respect to this RFP document.
- 3.12 The Bidder shall not make any public announcements with respect to the Bidding Process, this RFP document and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this RFP document shall be made exclusively by OMFED. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this RFP document and shall render the Bid liable for rejection. OMFED's decision in this regard shall be final and binding on the Bidder.
- 3.13 By responding to the RFP document, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the RFP document. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.14 The Bid is not transferable.



## 4. OMFED

### 4.1 History of OMFED

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

OMFED's main activities include promoting, production, procurement, processing and marketing of milk, milk products and subsidized cattle feed for economic development of the rural farming community in Orissa.

### 4.2 Major objectives of "OMFED"

- 1) To carry out activities for promoting production, procurement, processing and marketing of milk & milk products for economic development of the rural farming community.
- 2) Development and expansion of such allied activities as may be conducive for the promotion of the dairy industry. Improvement and protection of milch animals and economic betterment of those engaged in milk production. In particular, and without prejudice to the generality of the forgoing objective, the federation may.
- 3) Purchase and/or erect building, plant machinery and other ancillary objects to carry out business.
- 4) Study problems of mutual interest to procurement, marketing of dairy and allied products.
- 5) Purchase commodities from the member of other sources without affecting the interest of the members.
- 6) Process, manufacture, distribute and sell them same, arrange to manufacture / purchase and distribute balanced cattle feed and for the purpose to set up milk collection and chilling centers, milk processing plants, product factories etc., in any of the district covered under its area of operation.
- 7) Provide veterinary aid and artificial insemination services and to undertake animal husbandry activities so as to improve animal health care disease control facilities.
- 8) Advice, guide and assists the milk Union in all respects of management, supervision audit functions.
- 9) Render, technical, administrative, financial and other necessary assistance to the member unions and enter in to collaboration agreement with someone, if the need arises.
- 10) Advise the member unions on price fixations, public relation and allied matters.

### 4.3 Omfed Products

Omfed produces Milk (4 varieties (Premium, Gold Plus, Toned and Chai Special)) and Products Namely Plain Curd, Whole Milk Curd, Sweet Curd, Flavored Milk, Cottage Cheese, Dairy Whitener, Peda, Khoa, Butter Milk, Chenna Poda, Turmeric, Ghee, Butter, Ice Cream, Rabdi and Lassi.

Omfed Cattle Feed plant also produces Cattle feed and Mineral mixtures.

#### 4.4 Omfed Processing Capacity

| Sr No | District             | Block          | Place             | Capacity (TLPD) |
|-------|----------------------|----------------|-------------------|-----------------|
| 1     | <b>Cuttack</b>       | Baranga        | Arilo New Plant   | 500             |
| 2     | <b>Balasore</b>      | Remuna         | Remuna            | 80              |
| 3     | <b>Sambalpur</b>     | Dhankaude      | Goshala           | 100             |
| 4     | <b>Angul</b>         | Angul          | Angul             | 30              |
| 5     | <b>Ganjam</b>        | Kukudakhandi   | Ankuspur          | 30              |
| 6     | <b>Kalahandi</b>     | Bhawanipatna   | Bhangabadi        | 30              |
| 7     | <b>Keonjhar</b>      | Salapada       | Salapada          | 30              |
| 8     | <b>Sundargarh</b>    | Rourkela Town  | Luakera(Rourkela) | 30              |
| 9     | <b>Dhenkanal</b>     | Dhenkanal      | Paikadahikor      | 20              |
| 10    | <b>Keonjhar</b>      | Keonjhar Sadar | Silisuan          | 20              |
| 11    | <b>Koraput</b>       | Jeypore        | Jeypore           | 20              |
| 12    | <b>Jagatsinghpur</b> | Tirtol         | Nuapada           | 10              |
| 13    | <b>Puri</b>          | Tangi          | Chandeswar        | 10              |
| 14    | <b>Subarnapur</b>    | Sonepur        | Kalapathar        | 50              |

In order to maintain transparency in milk procurement, quality test and price payment to farmers, 2399 nos. of Automatic Milk Collection Units (AMCU & DPMCU) have been installed at Society level. Chilling infrastructure of functional 374 nos. of Bulk Milk Coolers with capacity of 9.13 lakh liters is available. OMFED has a milk processing capacity of 9.20 lakh liters per day. It has a milk Powder Plant with a processing capacity of 2 lakh liters per day.

OMFED is supplying about 4.06 lakh liters Milk & Milk Products to the customers through retail outlets/ distributors in the State. Federation has launched new Ghee Pouch (500 ml & 1 Ltr). Besides, Fat rich Gold Plus Milk, Premium Milk, Chai Special Milk, A2 Milk & other Milk Products such as Ice cream/Sweet curd, fortified milk with vitamin A & D, A2 SFM are available for customers. OMFED has also started online marketing and home delivery system through own channel, Retailer & Swiggy. OMFED has appointed 489 nos. Milk Distributors, 2399 nos. Product Distributors and 347 Ice cream Distributors for enhancing distribution network along with 5379 retailers to sale milk and milk products in the State. OMFED has tied up with reputed departmental stores such as modern trade super stores to market its value-added products in organized retail & chain of retail stores on long term basis. Cold chain facility (Bottle Coolers, Deep Freezers & Vizi Coolers) has been provided to 930 outlets/agents throughout the State to maintain the quality of milk & milk products.

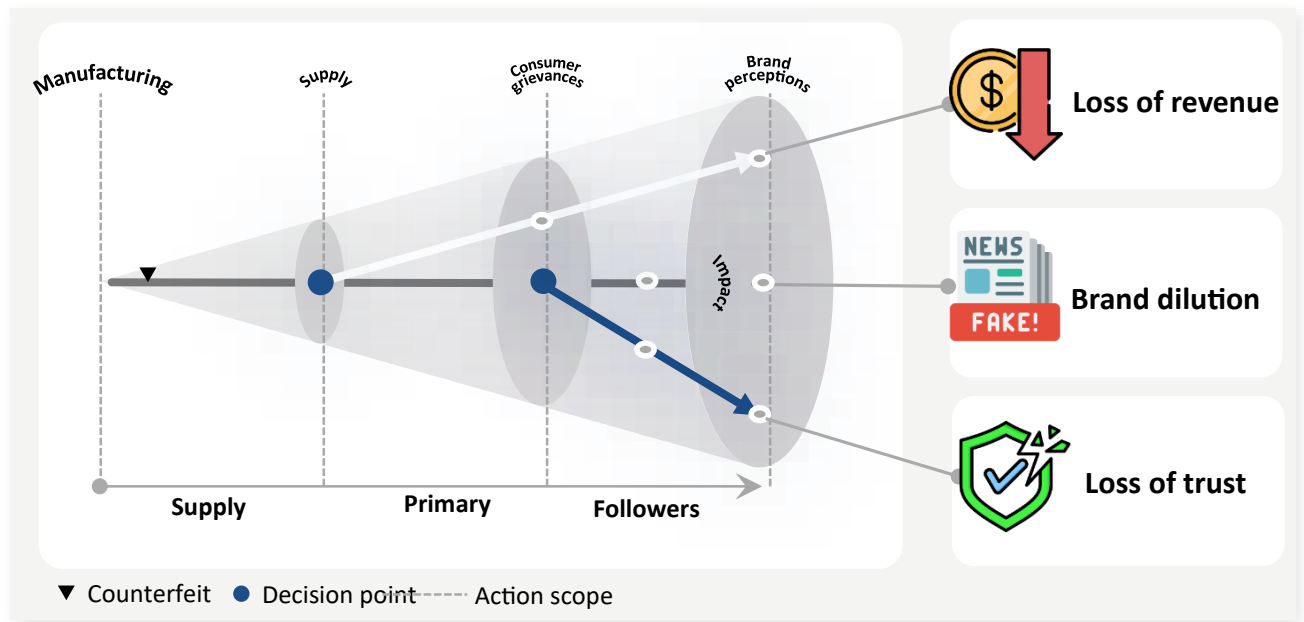
#### 4.5 Marketing Channels of OMFED

| Particulars                                  | Total | Particulars   | Total |
|--|-------|---|-------|
| No. of Booth/ Retailer                       | 5379  | No of Product Distributor   | 2399  |
| Drop -off Points                             | 318   | No. of Ice Cream Distributor                                      | 347   |
| No. of Sub - Agents                          | 676   | New Distributors (As per 5000/- Scheme)                           | 102   |
| No. of Route (Morning & Evn.)                | 239   | No. of Super Stockists  | 3     |
| No. of Grocery/ Back Up Supply Route         | 10    | No. of Mkt Area covered in Neighboring State & Name of the Market | 6     |
| No of Milk Distributor                       | 489   | School/ Educational Institution                                   | 159   |
| Transporter Cum Distributor (TCD)            | 17    | Hospitals   | 84    |
| Hotels/Caterers/Sweet Stall                  | 206   | No. of Modern Malls , Reliance                                    | 89    |
| No. of Railway Parlor                        | 7     | Big Bazar   | 1     |
| OMFED Dep't. Parlor                          | 8     | Other Proprietary Super Store                                     | 45    |
| No. of Ultra-Modern Parlor (Franchise Basis) | 19    |   |       |

## 5. Scope of work

Counterfeits in FMCG are illegitimate replicas of genuine food items, deliberately designed to deceive consumers and capitalize on the reputation of established brands.

The distinction between counterfeit FMCG products and other forms of food fraud lies primarily in the intent and method of deception. Counterfeiting is a deliberate attempt to imitate and sell a product as if it were the original, whereas other food fraud practices may not involve the replication of products or packaging.



\*Federation of Indian Chambers of Commerce and Industry (FICCI) reports.

- FMCG is one of the top 3 sectors for counterfeiting losing almost 22% of their market share.
- Dairy industry within FMCG becomes more susceptible to counterfeit due to shorter life shelf of products thus enabling a small window to identify and remove such products from market.
- Furthermore, counterfeit product when introduced within the supply chain increases damages viz revenue, brand dilution and loss of trust amongst consumers.

**OMFED invites innovative solutions which will help to prevent counterfeit of OMFED products in market and enable consumer to validate the authenticity of the product before purchasing.**

**OMFED invites Proposals of Ideas along with an MVP (Minimum Viable Product) which can be implemented to prevent counterfeiting and help in consumer differentiating the true product from a counterfeit product.**

## 6. Eligibility Criteria

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

| Sl. No       | Criteria  | Documents   | Start-Up/MSME Exemption  | Marks  |
|--------------|---|---|--|--|
| <b>6.1</b>   | <b>Technical Criteria</b>   |   |  |  |
|              | The Bidder must have experience of having successfully executed similar work during the last 2 (Two) years, which shall be the following:<br><b>i)</b> Any similar completed Services of value not less than INR 10 Lakhs.<br><b>ii)</b> 2 of similar completed Services of value not less than INR 10 Lakhs.<br><b>iii)</b> 3 of completed Services of value not less than INR 10 Lakhs. | Self-attested copies of<br>a) Relevant contracts or work orders or agreements containing the scope of services, the value of the contract or work order or agreement; and<br>b) Completion certificate from their clients/employers, regarding successful completion of the services.<br>c) In case value of the contract is not mentioned in the contract or work order or agreement, then the value must be mentioned in the completion certificate issued by the client/employers. | Registered Startups or MSMEs are an exemption to this criterion. | - <b>Max Marks: 30</b><br>- (i): 30 Marks<br>- (ii): 20 Marks<br>- (iii): 10 Marks   |
| <b>6.2</b>   | <b>Financial Criteria</b>   |   |  |  |
| <b>6.2.1</b> | Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 25 lakhs or more.<br><b>Note:</b> Applicable 3 (three) years – FY 2021-22, 22-23 & 23-24  | Copy of Average Turn Over certificate of last 03 years (Year wise turnover) which should be certified by CA. OR<br>b) Copies of audited financial statements.<br>c) 26 AS Form for respective financial years shall be submitted.   | Registered Startups or MSMEs are an exemption to this criterion  | - <b>Max Marks: 20</b><br>- Min Marks for fulfilling the criteria: 10 Marks<br>- For each additional 2 Lakhs turnover: 2 marks |
| <b>6.3</b>   | <b>Other Criteria</b>   |   |  |  |
| <b>6.3.1</b> | The Bidder can be either<br>i) a Company (Private or Public), or<br>ii) a registered partnership firm, or<br>iii) an LLP firm   | Copies of<br>a) Company (Private or Public)<br>• Certificate of Incorporation<br>• Memorandum of Association<br>• Articles of Association<br>b) Registered partnership firm<br>• Registration certificate<br>• Deed of Partnership<br>c) LLP firm<br>• Certificate of Incorporation<br>• Deed of Partnership  | <b>NA</b>  |  |

|              |  |  |           |                         |
|--------------|--|--|-----------|-------------------------|
| <b>6.3.2</b> | The Bidder should have valid PAN and GSTIN registration  | <ul style="list-style-type: none"> <li>• Copy of PAN</li> <li>• Copy of GST registration certificate</li> </ul>  | <b>NA</b> |                         |
| <b>6.3.3</b> | The Bidder should not have been banned/blacklisted by OMFED or any government agency or any PSU as on the date of submission of Bid            | Affidavit to this effect, as per the format given in Annexure-A  | <b>NA</b> |                         |
| <b>6.3.4</b> | Any influence on any of the employees of the Buyer organization to favor the bidder will lead to disqualification of the bidder without notice | <b>NA</b>  | <b>NA</b> |                         |
| <b>6.4</b>   | Idea and Conceptualization of solution.  | <b>Presentation A</b> not more than 15 slides (PPT) denoting the understanding of problem and suitability of product. (To be submitted along with bid document)                                  | <b>NA</b> | <b>- Max Marks - 30</b> |
| <b>6.5</b>   | The Bidder shall present the implementation plan and cost model.   | <b>Presentation B</b> not more than 10 slides (PPT) denoting the implementation of the project, scaling up and cost model associated with it. (To be submitted during opening of Commercial Bid) | <b>NA</b> | <b>- Max Marks - 20</b> |

**Note:**

- a) The value of the contracts or work orders or agreements to be considered shall be exclusive of all taxes and duties.
- b) The technical experience as a sub-contractor to a main agency in a project/Contract awarded by the Competent Authority of principal employer may be considered subject to the condition that the detailed Contract/Work Order covers the entire range of services as mentioned in the Tender document. Following documents shall be furnished by the subcontractor.
  - i. Relevant contracts and Work Order with the main agency containing the scope of services and the value of the contract or Work Order; and
  - ii. Completion certificate issued by the Competent Authority/ statutory auditor of the principal employer in favor of the main agency showing due completion of the package.
- c) Bidding in the form of a consortium is **NOT** allowed.

## 7. Evaluation Criteria

50 points/marks weightage will be awarded for Eligibility Criteria mentioned in **Clause 6** and 30 points/marks weightage will be awarded for Idea Evaluation by OMFED.

Bidders securing more than 60 points/marks will have their Envelope 2 opened for further evaluations.

| <b>Particulars</b>              | <b>Max Points / Marks</b> | <b>Remarks</b> |
|---------------------------------|---------------------------|----------------|
| Technical Criteria (clause 6.1) | 30                        | Envelope 1     |
| Financial Criteria (clause 6.2) | 20                        | Envelope 1     |
| Idea Evaluation (clause 6.4)    | 30                        | Envelope 1     |
| Cost Model (clause 6.5)         | 20                        | Envelope 2     |

## 8. Instruction to Bidders

- 8.1 The Bidders intending to participate in this tender are required to register on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)). This is a onetime activity for registering on the Government website. During registration, the Bidders will be required to attach a Digital Signature Certificate (DSC) to the Bidder's unique user ID. The DSC used should be of appropriate class (Class II or Class III) issued from a registered Certifying Authority. The registration of Bidders on the portal shall be free of cost. The registration shall be in the name of the Bidder, whereas the DSC holder shall be the duly Authorized Signatory of the Bidder.
- 8.2 The tender documents shall be available on the state e-procurement portal ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) and the website of OMFED ([www.omfed.com](http://www.omfed.com)). There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Paper Fee shall have to be paid at the time of bid submission, unless exempted to be paid by the competent authority.
- 8.3 E-tendering process is mentioned later in Chapter 10.
- 8.4 The bids are to be submitted in one cover, consisting of: (i) Technical Bid (under Envelope I) and (ii) Commercial Bid (under Envelope II). Both the Technical Bid and the Commercial Bid have to be submitted on the e-procurement portal of the Government of Odisha.
- 8.5 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure B of this Bid document. Each page of all scanned documents submitted as part of the Technical and Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page. The power of attorney in case of company shall submit the board resolution in this regard.
- 8.6 Tender Paper Fee**
- 8.6.1 The Bidder shall pay to OMFED a non-refundable amount ("Tender Paper Fee"), indicated in the Data Sheet, as part of its Technical Bid. The mode of payment of the Tender Paper Fee is also indicated in the Data Sheet.
- 8.6.2 The Bidders, who are exempted to deposit Tender Paper Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Technical Bid document while submitting online. The Bidders, who does not submit Tender Paper Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.7 Earnest Money Deposit**
- 8.7.1 Bidders as part of their Techno-Commercial Bid shall have to submit an Earnest Money Deposit; the amount of the EMD as indicated in the Data Sheet.



- 8.7.2 Mode of Payment: The EMD shall be in the form of DD and in favour of OMFED, Bhubaneswar payable at Bhubaneswar. The mode of submission of the EMD is also indicated in the Data Sheet. For the avoidance of doubt, it is clarified that OMFED shall not be liable to pay any interest on the EMD deposit so made and the same shall be interest free.
- 8.7.3 EMD Exemption: MSME Registered bidders are exempted on EMD. The bidders who are exempted to deposit Earnest Money Deposit (EMD) are required to attach copies of relevant documents evidencing such exemption granted, along with the Techno-Commercial Bid document while submitting. The Bidders, who does not submit EMD Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.

## 8.8 Return of EMD

- 8.8.1 The EMD of the technically disqualified Bidders shall be returned after declaration of the list of technically qualified Bidders. The EMD of other unsuccessful Bidders shall be refunded after signing of the Agreement with the Successful Bidder. The return of the EMD shall be in the form of bank transfer to the account of the Bidder by OMFED.
- 8.8.2 The EMD of the Preferred Bidder shall be returned upon the Preferred Bidder furnishing the Performance Security.

## 8.9 Forfeiture of EMD

- 8.9.1 The EMD shall be forfeited and appropriated by OMFED as a genuine pre-estimated compensation and damages payable to OMFED for, inter alia, the time, cost and effort of OMFED without prejudice to any other right or remedy that may be available to OMFED hereunder, or otherwise, under the following conditions:
- 8.9.1.1 if any of the documents submitted by a Bidder as part of the bid is found to be not genuine or forged or any of the claims, confirmations, statements or declarations of the Bidder is found to be incorrect or inconsistent, or is a case of any material misrepresentation of facts at any point of time during the bid evaluation process;
- 8.9.1.2 if the Preferred Bidder fails to acknowledge and return to OMFED a signed copy of the LoA or Agreement within the timeframe allowed by OMFED;
- 8.9.1.3 if the Preferred Bidder fails to submit the Performance Security within the timeframe allowed by OMFED;
- 8.9.1.4 if a Bidder withdraws its bid before completion of the bidding process during the bid validity period, except as provided in Clause 6.8;
- 8.9.1.5 If the Bidder has otherwise committed any breach of the terms of this Bid document;
- 8.9.1.6 in case the Preferred Bidder, does not comply with the requirements of the Price Bid;
- 8.9.1.7 in case the Techno-Commercial Bid of a Bidder contains any information on the Price Bid of the Bidder;
- 8.9.2 In case of cancellation of the tender before bid opening date and time, the EMD shall be refunded to respective Bidder's account.

- 8.10 **Bid validity period:** The bid shall initially remain valid and binding on the Bidder for at least Three Years (03 Years) from the Bid Due Date. Any bid with a shorter validity period shall be rejected by OMFED. Under exceptional circumstances, OMFED may in writing request the Bidders to extend the bid validity period of their bids. In case the Bidder refuses the request of OMFED to

extend its bid, the EMD of such Bidder will be returned to the Bidder. However, such bids will not be evaluated further.

- 8.11 **Issue of clarifications:** Bidders may also send their queries by email; queries received after the last date for sending queries (as per the Schedule for the Tender) may not be considered by OMFED. The responses to the queries received shall be published by OMFED on its website or will be discussed during pre-bid meeting or will be sent through mail and the same shall also be considered to be a part of the tender documents; however, the source of queries shall not be mentioned.
- 8.12 **Issue of corrigendum / amendment:** At any time prior to the Bid Due Date, OMFED may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum/ amendment to the tender documents, which shall be available for download on its website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, OMFED may at its own discretion also extend the Bid Due Date.
- 8.13 **Extension of Bid Due Date:** OMFED may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this Bid document.
- 8.14 **Acknowledgement by the Bidder:** It shall be deemed that by submitting its bid, the Bidder has:
- i) Made a complete and careful examination of the tender documents, including the proforma agreement;
  - ii) Received all relevant information requested from OMFED;
  - iii) Accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of OMFED relating to any of the matters related to this tender or otherwise;
  - iv) Satisfied itself about the scope of work and services to be delivered/rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with OMFED) and performance of all of its obligations thereunder;
  - v) Acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from OMFED;
  - vi) Agreed to be bound by the undertakings provided by it under and in terms; and OMFED shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by OMFED.
- 8.15 **Right to accept or reject any/ all bids:** Notwithstanding anything contained in the Tender document, OMFED reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons, thereof. Further OMFED reserves the right to annul the Bidding Process

and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for OMFED's action. Decision of OMFED shall be final and binding in this regard. OMFED reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

**8.16 Language of the bid:** The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting material which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

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

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

- i. Documents Supporting Eligibility Criteria (**Refer Chapter 7**)
- ii. Technical Bid checklist as per **Annexure F**
- iii. Mandate Form for Bank payment as per **Annexure C**
- iv. Presentation A not more than 15 slides denoting the understanding of problem and ideation of solution.

**8.17.2 Commercial Bid:** The Commercial Bid shall be submitted as per the Commercial Bid format as Presentation B not more than 10 slides denoting the implementation of the project, scaling up and cost model associated with it.

#### **8.18 Material deviation**

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

- i) The Technical Bid or any accompanying document or Commercial Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Technical Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per **Clause 8.15**
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Technical Bid or Commercial Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per **Clause 8.7**.

vii) It is otherwise substantially/ materially in deviation of the terms and conditions of the tender document.

8.18.2 OMFED may waive any nonconformity in the Bid that does not constitute a material deviation, reservation or omission. OMFED may request that the Bidder submit information or documentation, within a reasonable period of time (Refer Clause 8.19.3), to rectify nonmaterial nonconformities in the Technical-Commercial Bid related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Commercial Bid. Failure of the Bidder to comply with the request of OMFED by the date specified therein, may result in the rejection of its Bid.

8.19 **Bid preparation cost:** The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by OMFED or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and OMFED shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

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

8.21 **Evaluation of Technical Bids:**

8.21.1 The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in **Clause 8.15**), objections, conditionality's or reservations.

8.21.2 A Technical Bid which is not substantially responsive, may be rejected by OMFED, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in **Clause 8.15**.

8.21.3 If required, OMFED may ask Bidders to provide clarifications on the submitted documents provided in the Technical Bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other documents of historical nature during Technical Evaluation of the tender. Non submission of legible documents may render the bid nonresponsive. The authority inviting bid reserves the right to accept any additional document. Such clarifications shall be submitted by the Bidder through email. The Bidders shall be allowed a maximum time period of 3 (three) working days for submitting the requisite shortfall documents through email. However, no changes in the Commercial Bid shall be sought, offered or permitted. No modification of the bid or any form of communication with OMFED or submission of any additional documents, not specifically asked for by OMFED will be allowed and even if submitted, they may not be considered by OMFED.

8.21.4 The responsive Technical Bids shall then be evaluated and needs to presented along with a demo of MVP as per schedule in detail to determine whether they fulfill the eligibility criteria (as given in **Chapter 6**) and other requirements of the tender, such as submission of all the requisite documents as listed in **Clause 8.14**.

**8.22 Opening and Evaluation of Commercial Bids**

8.22.1 The date and time of opening of the Commercial Bids shall be communicated to the technically qualified Bidders in writing by e-mail or registered post/Speed Post; the Commercial Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared of the Commercial Bid, as per **Clause 8.14.2**.

8.23 **Preferred Bidder:** The Bidder who submits the best suited Commercial Bid {MVP present (Minimum Viable Product) available on day of Commercial Presentation} shall be the Preferred Bidder. The Preferred Bidder shall be issued the LoA. OMFED reserves the right to negotiate the price with the Preferred Bidder before issue of the LoA. The Preferred Bidder shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 03 (Three) days of issue thereof, failing which the issued LoA may be cancelled and EMD of the Preferred Bidder shall be forfeited by OMFED. The Preferred Bidder would need to start the implementation from 15 (fifteen) working days of signing of LOA.

8.24 **Tie-Bidders:** In the event that 2 (two) or more technically qualified Bidders (the “Tie Bidders”) have submitted the lowest identical Price Bids. OMFED shall select the bidder who has secured the highest points/marks amongst such Tie Bidders.

**8.25 Signing of Agreement:**

Within 03 (Three) days of receipt of the signed copy of the LoA, the Terms and Conditions for the project shall be signed by the Preferred Bidder. Upon signing of the Terms and Conditions, the Preferred Bidder shall be considered to be the “**Successful Bidder**”.

## 9. Additional Information to Bidders

### 9.1 Pre-bid meeting:

- 9.1.1 A pre-bid meeting shall be organized by OMFED; the date and time of the pre-bid meeting is indicated in the Schedule for the Tender. Bidders wishing to attend the pre-bid meeting should inform OMFED by email (Refer Data Sheet), along with the names and email ids of the officials/ representatives of the Bidder who would be attending the meeting, at least 1 (one) working days before the pre-bid meeting. OMFED shall then send the invite for the pre-bid meeting to the email-ids that OMFED would be receiving.
- 9.1.2 However, attendance of the Bidders at the pre-bid meeting is not mandatory. A maximum of two officials/ representatives from each Bidder may attend the pre-bid meeting. All costs of the Bidder related to attending the pre-bid meeting shall be borne by the Bidder.
- 9.1.3 Along with the Pre-Bid queries the Bidder needs to submit Annexure E on their company letter head, Non-Disclosure Agreement (NDA) which will be signed by OMFED and shared prior to presentation day as per schedule.

## 10. Additional Information on E-tendering process

- 10.1 The e-tendering process shall be held on the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)). All the steps involved starting from hosting of tenders till determination of the Selected Bidder shall be conducted online on the e-procurement portal.
- 10.2 The Bidder will have to accept unconditionally the online user portal agreement which contains the acceptance of all the terms and conditions including commercial and general terms and conditions and other conditions, if any, along with on-line undertaking in support of the authenticity of the declarations regarding the facts, figures, information and documents furnished by the Bidder on-line in order to become an eligible Bidder. No conditional bid shall be allowed / accepted.
- 10.3 The Bidder will have to give an undertaking online that if the information/ declaration/scanned documents furnished in support of the same in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action and this includes forfeiture of EMD and cancellation/ termination of contract/Agreement.
- 10.4 The Bidder will submit their Technical Bid and Price proposal on-line. The Bidders will have to upload a scanned copy of the Technical Bid in Cover-I; the Price proposal is to be submitted in Cover-II.
- 10.5 **Procedure for bid submission and payment of Tender Paper Fee and EMD**
  - 10.5.1 **Log on to e-procurement portal:** The Bidders have to log onto the e-procurement portal of the Government of Odisha ([www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)) using their digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Then the submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
  - 10.5.2 **Uploading of the Technical Bid and the Commercial Bid:** The Bidders have to upload the required Technical Bid and the Commercial Bid, as mentioned in the tender document and in line with the Works Department office memorandum no.7885, dated 23 July 2013.
  - 10.5.3 **Payment of Tender Paper Fee & EMD:** Tender Paper Fee and EMD shall be paid using a single banking transaction. The Bidders have to select and submit the bank name as available in the payment options. A Bidder shall make electronic payment using his/her internet banking enabled account with designated banks or their aggregator banks. The payment gateways of the designated banks (State Bank of India/ ICICI Bank, HDFC Bank) are integrated with the e-procurement portal. A Bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks. Online NEFT/RTGS payment can be done using internet banking of the bank in which the Bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary. The Bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC and the designated Banks shall not be held responsible for such pendency or failure.
  - 10.5.4 **Bid submission:** Only after receipt of intimation at the e-procurement portal regarding successful transaction by Bidder, the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
  - 10.5.5 **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The Bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.

- 10.6 **Commercial Bid:** The Commercial Bid containing presentation will be in .pdf format (or any other format). The Commercial Bid of the Bidders will have no conditions. The Commercial Bid which is incomplete and not submitted as per instructions given shall be summarily rejected by OMFED without any further reference to the Bidder.
- 10.7 **Modification of bids:** Modification of the submitted bid shall be allowed online only before the Bid Due Date. A Bidder may modify and resubmit the bid online as many times as he may wish. Bidder may withdraw only once its Bid online within the end date of Bid submission.
- 10.8 **Opening of Technical Bids:** The Technical Bids shall be opened as per the schedule given in the Schedule of Tender. The Technical bids (Cover-I) will be decrypted on-line and will be opened by the designated bid openers of OMFED with their Digital Signature Certificates (DSC). The Technical Bids shall be opened as per the schedule, irrespective of the number of bids received. Even in case of receipt of single bid, the Technical Bid shall be opened for evaluation and needs to be presented via physical presence in OMFED office or virtually as per schedule. In case no bids are received, the tender shall be automatically cancelled with approval of the competent authority of OMFED.
- 10.9 **Evaluation of Technical Bids:** The Technical Bids shall be evaluated in terms of Clause 8.19. If required, OMFED may ask Bidders to provide clarifications on their bid or provide shortfall documents within a period of 3 (three) working days. The Bidders will get this information on their personalized dash board under "Upload shortfall document/information" link. However, no changes in the Commercial Bid shall be sought, offered or permitted, nor shall the documents sought be related to the EMD or Tender Paper Fee. No modification of the bid or any form of communication with OMFED or submission of any additional documents which are not specifically asked for by OMFED, will be allowed and even if submitted, they will not be considered by OMFED. Additionally, information shall also be sent by system generated e-mail and SMS, but it will be the Bidder's responsibility to check the updated status/information on their personalized dash board at least once daily after opening of bid. No separate communication will be required in this regard. Non-receipt of email and SMS will not be accepted as a reason for non-submission of documents within prescribed time. The Bidder shall submit the requisite clarifications and the requested documents and in the Upload Shortfall document section of the e-procurement portal within the specified period and no additional time will be allowed for submission of the clarifications/ documents. In case of any failure of the Bidder to submit the requisite documents within the allowed timeframe, OMFED shall proceed to evaluate its Technical Bid without any further reference to the Bidder.
- 10.10 Based on the evaluation of the Technical Bids, the list of technically qualified Bidders shall be prepared and the same shall be uploaded, along with the date and time of opening of Commercial Bid in the portal and such Bidders shall also be informed through system generated e-mail and SMS alert. The Commercial Bid of such shortlisted Bidders shall be decrypted and opened on the scheduled date and time by the designated bid openers of OMFED with their Digital Signature Certificates. The Bidders may view the Commercial Bid opening online remotely on their personalized dash board under the link "Bid Opening (Live)" and can see the Commercial Bid /BOQ submitted by all shortlisted Bidders.
- 10.11 Upon approval and completion of the due process of OMFED, the Preferred Bidder shall be issued the LoA in terms of Clause 7.21. The LoA shall be sent through registered/ speed post to the office address of the Preferred Bidder; a scanned copy of the Agreement/Service Order shall also be uploaded on the e-procurement portal.



## Annexure A: Declaration by the Bidder

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

Date: \_\_\_\_\_

Sub: Tender No. \_\_\_\_\_

In response to the Tender Document above stated, I/We hereby declare and solemnly swear that our Company/ firm is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned/blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the money deposited in the form of EMD shall be liable for forfeiture in full, and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

## Annexure B: Format for Power of Attorney

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

Known all men by these presents, we ..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name), ..... son/daughter/wife of ..... and presently residing at ....., who is presently employed with us and holding the position of ....., as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the Bid document no. [•] dated [•] published by The Orissa State Cooperative Milk Producers' Federation Limited for the "Procurement of Services – [•]", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,....., THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF ..... 20[•].

For

Witnesses

.....

1.

(Signature, name, designation and address)

2.

Accepted

(Signature)

(Name, Title and Address of the Attorney)

## Annexure C: Mandate Form- on the letterhead of the Bidder

To

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

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

Dear Sir,

We are here by giving our consent to get all our payments due from OMFED through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

**(Please furnish the information in capital letter)**

1. Name of the Bidder:

2. Address of the Bidder:

|          |  |                    |  |
|----------|--|--------------------|--|
| PIN CODE |  | PAN No             |  |
| Email Id |  | Mobile No/Phone No |  |

3. Bank Particulars

|                |                            |              |        |                   |        |
|----------------|----------------------------|--------------|--------|-------------------|--------|
| Bank Name      |                            |              |        |                   |        |
| Branch Name    |                            |              |        |                   |        |
| Branch Address |                            |              |        |                   |        |
| Branch State   |                            |              |        |                   |        |
| Account No     |                            |              |        |                   |        |
| Account Type   | Saving/Current/Cash Credit |              |        |                   |        |
| RTGS Enable    | Yes/No                     | NEFT Enabled | Yes/No | Core-Bank Enabled | Yes/No |
| Branch Code    |                            | MICR Code    |        | IFSC Code         |        |

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete/incorrect information/any other technical reasons, we will not hold OMFED responsible.

Date:

Signature of the Authorized Signatory of the Bidder with Seal  
Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank with seal

**Annexure D: Format for submitting Pre-Bid Queries- on the letterhead of the Bidder**

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

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

## Annexure E: Confidentiality and Non-Disclosure Agreement- on the letterhead of the Bidder

This Confidentiality and Non-Disclosure Agreement is entered into as [ / / ] (hereafter referred to as the “**Agreement**”), by and between,

**The Odisha State Cooperative Milk Producers Federation Ltd [OMFED]** having its principal place of business at OMFED Corporate HQ, D2, Shaheed Nagar, Bhubaneswar 751007, Orissa (hereinafter referred to as “**Client**”, which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include its successors in interest and permitted assigns) of **ONE PART**.

**AND**

[-----] having its principal place of business at [-----] (hereinafter referred to as “**Service Provider**”, which expression shall unless repugnant to the context or meaning thereof shall deemed to mean and include its successors in interest and permitted assigns) of **OTHER PART**;

For the purposes of this Agreement, both the Service Provider and the Client shall be individually referred to as “**Party**” and collectively as “**Parties**”, if the context so requires.

For the purposes of this Agreement “**Representatives**” shall mean all officers, directors, employees, contractors, professional advisers, agents, consultants, and designated nominees of either the Client or the Service Provider, as applicable to the context.

WHEREAS:

- A. The Service Provider is in discussion with the Client to evaluate the system developed by them using AI and Blockchain to trace the counterfeit products without the use of any application at consumer end thereby reducing brand dilution in the market. (“**Purpose**”);
- B. As part of the discussion being held for the Purpose, Service Provider is required to disclose certain Confidential Information (*as defined below*) with Client and/or its Representatives; and
- C. During the negotiation, the Client is required to maintain complete secrecy and confidentiality of the Confidential Information which has been furnished by the Service Provider.

NOW THEREFORE, in consideration for, and as a condition to, the furnishing of such Confidential Information by the Service Provider to the Client, the Parties hereby agree as follows:

### **1. CONFIDENTIAL INFORMATION**

For purposes of this Agreement, and potential business transaction, “**Confidential Information**” shall mean, in each case to the extent received by Client (in written form and marked as Confidential) on or after the date of the execution of this Agreement, any non-public, confidential, financial, commercial, economical, technical or proprietary information, including, without limitation, information related to business or investment proposals, man power and talent availability, trade secrets, products, technology, processes, drawings, specifications, systems, methods, programs, models, projections, formulae, data, know-how, developments, designs, improvements, software programs, products, marketing plans and strategies, account statements, bank statements or financial statements, information, balance sheets,

project reports, research or development activities and plans, costs of production, prices or other financial data, volume of sales, other production methods, lists of names or classes of customers or personnel, business opportunities, and every other type of information not specifically named herein and every deed(s), document(s) and papers of all nature and content therein, generated by Service Provider and all such other information, knowledge or materials as have been or shall be disclosed by Service Provider to the Client or accessed by the Client from Service Provider pursuant to this Agreement, whether or not such information is protected under any patent, copyright or other intellectual property laws, whether in oral, written, photographic, electronic or other form, in any style, manner, form or technology now known or later developed. The Confidential Information shall also include, (i) the fact that the Parties have entered into this Agreement, (ii) the fact that any discussions are taking place concerning the Purpose, and (iii) any of the terms, conditions, or other facts with respect to the Purpose.

## **2. CONFIDENTIALITY AND NON-DISCLOSURE OBLIGATION**

- (i) The Client shall not disclose any Confidential Information to any third parties under any circumstances, without the prior written consent of the Service Provider.
- (ii) The Client shall maintain and protect any and all Confidential Information as confidential and to prevent disclosure of such Confidential Information to any third party or otherwise make public the Confidential Information. This undertaking/commitment shall be applicable even after the termination of this Agreement for any reason whatsoever,
- (iii) The Client shall hold this Confidential Information in strict confidence and not directly or indirectly cause, permit, or enable its disclosure, publication, transfer, misappropriation or revelation to any person or entity except as required for the sole purpose of assessing, financing, evaluating, negotiating, documenting and/or advising the Client in connection with the Purpose.
- (iv) The Client may disclose the Confidential Information to its Representatives only and solely for the Purpose. The Client shall limit the disclosure of Confidential Information to only those of its Representatives who are necessary to evaluate and work on such Confidential Information. The extent of disclosing the Confidential Information to its Representatives shall be strictly limited to that necessary for the relevant Representatives to perform their duties in direct connection with the Purpose and shall ensure that such Representatives comply with the obligations undertaken and committed by the Client hereunder.
- (v) Further, the Client shall ensure that its Representatives make utmost efforts in good faith to abide by the terms and conditions of this Agreement, and in case, they advertently or inadvertently breach the terms and conditions of this Agreement, then, the Client shall be liable to the Service Provider for this default.
- (vi) Use of the Confidential Information for any other purpose or reason, commercial or non-commercial, whether for consideration or otherwise, in any form and manner whatsoever, now known or to be developed in the future, save and except, with respect to the Purpose shall constitute misappropriation of the same and a breach of a material undertaking made by the Client under this Agreement.
- (vii) The Client may reveal the Confidential Information to legal, accounting, financial and other professional advisors who need to know the Confidential Information for the sole purpose of

assessing, financing, evaluating, negotiating, documenting and/or advising the Client in connection with this Purpose.

- (viii) The Client shall not divulge, directly or indirectly, any Confidential Information or any products utilizing such Confidential Information to any third party without the prior written consent of the Service Provider.
- (ix) The Client shall not make any public announcements regarding the subject matter of this Agreement or the Purpose without the prior written consent of the Service Provider.
- (x) The Client further undertakes that they will not directly or indirectly, communicate, any Confidential Information concerning the Service Provider or the dealings taking place between the Parties, to any third person, or other authorized person, firm, customers, suppliers, bankers, competitors, or others with whom the Service Provider does business.

### **3. REQUIRED DISCLOSURE**

The Client may disclose Confidential Information if required by law, regulation or by any governmental, supervisory, or regulatory authority. In this event, the Client shall notify the Service Provider, in advance or as soon as permitted and practicable, of such requirement or disclosure as applicable. Further, the Client shall use reasonable efforts to minimize the disclosure and will work with the Service Provider to obtain a protective order prior to such disclosure.

### **4. RETURN OR DESTRUCTION OF CONFIDENTIAL INFORMATION**

- (i) This Agreement shall be valid for a period until the earlier of (i) the date on which the Client or one of the Client's affiliates executes definitive binding documents in respect of the Purpose; or (ii) twenty-four [24] months from the date of this Agreement.
- (ii) In the event that the Parties hereto, decide not to consummate this business relationship, the Client shall within ten [10] working days of receiving such instructions from the Service Provider,
  - a. Return all copies, written documents or physical embodiments of any Confidential Information of the Service Provider in the possession or control of the Client;
  - b. Destroy the Confidential Information if so, directed by the Service Provider.
- (iii) In both such events as in Clause 3 (i) above, an authorized Representative of the Client must certify that no written or electronic copies of the Confidential Information remains in the possession of the Client.

### **5. INDEMNIFICATION AND INJUNCTIVE RIGHTS**

- (i) Client acknowledges that breach of its obligations under this Agreement could cause irreparable harm to the Service Provider, its subsidiaries, affiliates and / or customers as to which monetary damages may be difficult to ascertain or even an adequate remedy. It is mutually agreed that the Service Provider shall, in addition to terminating this Agreement and seeking monetary reliefs and other rights under this Agreement and under applicable law, also be entitled to an interim injunction, restraining order or such other equitable relief as a court of competent jurisdiction may deem necessary or appropriate to restrain the Client, its employees, advisors and/or its agents as

the case may be, from committing any violation of the covenant and obligation contained in this Agreement.

- (ii) The Client shall also be liable to indemnify the Service Provider for any loss caused to the Service Provider due to breach of confidentiality obligations under this agreement and/or disclosure of Confidential Information in an unauthorized manner due to any act or omission by the Client.

**6. MISCELLANEOUS**

- (i) This Agreement represents the entire understanding and agreement of the Parties and supersedes all prior communications, agreements, and understandings relating to the subject matter hereof.
- (ii) The provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both the Parties.
- (iii) This Agreement cannot be assigned by a Party to this Agreement without the prior written consent of the other Party to this Agreement.
- (iv) The failure of the Service Provider or the Client to insist upon strict compliance with any of the terms and conditions herein shall not be deemed a waiver of the same.
- (v) Nothing in this Agreement shall impose any obligation upon the Client to enter into any engagement relating to the Purpose or to enter into any discussion or negotiations and/or any definitive written agreement with respect thereto.

**7. GOVERNING LAWS**

This Agreement shall be exclusively governed by and construed in accordance with the laws of India and subject to the arbitration provisions mentioned below, the Parties hereby submit to the exclusive jurisdiction of the courts of Bhubaneswar, Orissa for any matters arising under this Agreement. All disputes arising in connection of this Agreement shall be settled through arbitration per the Indian Arbitration and Conciliation Act, 1996 and amendments thereof. The proceedings of the Arbitration shall be in English, and the seat of arbitration will be Bhubaneswar, Orissa.

**IN WITNESS WHEREOF, THE PARTIES HAVE DULY EXECUTED THIS CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT AS ON THE DAY, MONTH AND YEAR FIRST WRITTEN ABOVE.**

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



## Annexure F: Check-list for the Technical Bid

(to be enclosed with the Technical Bid)

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

| Sr. No | Qualification Requirement   | Compiled | Documents |
|--------|---|----------|-----------|
| 1      | Bidder's Experience – Documents in support of meeting Technical Criteria (Refer Chapter 6 and Clause 6.1)                                     |          |           |
| 2      | Bidder's Experience – Documents in support of meeting Financial Criteria (Refer Chapter 6 and Clause 6.2)                                     |          |           |
| 3      | Incorporation related documents (Refer Chapter 6, Point – 6.3.1)  |          |           |
| 4      | Copy of PAN & GST Registration Refer Chapter 6, Point – 6.3.2)  |          |           |
| 5      | Declaration by the Bidder – Annexure A  |          |           |
| 6      | Proof of payment of EMD & Tender Paper Fee (Refer Chapter 8, Point – 8.6)   |          |           |
| 7      | Signed Copy of Tender Document (Each & Every page to be sealed & signed)  |          |           |
| 8      | Signed copy of technical check list with seal – Annexure F  |          |           |
| 9      | Bank details – Annexure C   |          |           |
| 10     | Pre-Bid Queries- Annexure D, date Signature of the Authorized Signatory of the Bidder with Seal   |          |           |
| 11     | Presentation A not more than 15 slides denoting the understanding of problem and suitability of product as per (Refer Chapter 6 clause 6.3.5) |          |           |

## Annexure G: Check-list for the Commercial Bid

(to be enclosed with the Commercial Bid)

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

| Sr. No | Qualification Requirement   | Compiled | Documents |
|--------|---|----------|-----------|
| 1      | Format for Power of Attorney as per Annexure B  |          |           |
| 2      | Signed copy of commercial check list with seal – Annexure H   |          |           |
| 3      | Presentation B not more than 10 slides denoting the implementation of the project, scaling up and cost model associated with it as per Chapter 6 clause 6.3.6 |          |           |

## Annexure H: Commercial Bid

| <b>Sl. No.</b> | <b>Particulars</b> | <b>UOM</b> | <b>Quantity</b> | <b>HSN Code</b> | <b>Basic / Unit Rate</b> | <b>GST Applicable (%)</b> | <b>Total Amount</b> |
|----------------|--------------------|------------|-----------------|-----------------|--------------------------|---------------------------|---------------------|
|                |                    |            |                 |                 |                          |                           |                     |
|                |                    |            |                 |                 |                          |                           |                     |
|                |                    |            |                 |                 |                          |                           |                     |

Note:

- To be separately filled and should not be any overwritten amount or figures in words.
- This commercial Bid should be duly sealed & signed by the bidder.