



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

REQUEST FOR PROPOSAL (RFP)
for
OPERATION & MAINTENANCE & OTHER SERVICES OF
E-POS DEVICES INSTALLED AT FAIR PRICE SHOPS
IN ALL 30 DISTRICTS OF ODISHA STATE



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Notice Inviting Tender

GOVERNMENT OF ODISHA
FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

for Selection of agency for 'Operation & Maintenance and Other Services of e-PoS Devices installed at Fair Price Shops in all 30 Districts of Odisha State'

Advt. No 8024 /FSCW/Date 03.06.2022

Request for Proposals are invited from interested bidders being registered under Indian Companies Act-1956/2013 (i.e. in operation since last 5 years as on date of submission of bid), having valid registration certificates and eligibility as per the criteria in the RFP published in the official website <http://www.foododisha.in>, for *selection of agency for 'Operation & Maintenance and Other Services of e-PoS Devices installed at Fair Price Shops in all 30 Districts of Odisha State'*.

The details of time table of the RFP are as under:

Last date (deadline) for submission of bids	Date 24/06/2022
Opening of Technical-cum-Pre Qualification Bid & Technical Bid Presentation by the Bidders	Date 27/06/2022 at 1600 Hours at Conference Hall of OSCSC Ltd.
Time and Date of opening of Financial proposals (Tentative).	Date 30/06/2022 at 1600 Hours at Conference Hall of OSCSC Ltd. Communication (i.e. for change in date schedule if any) shall be issued by mail to those bidders who qualify in the Technical bid process.

The proposals shall be submitted through Speed Post/Registered Post only addressed to 'Additional Secretary to Government (NFSA), Food Supplies & Consumer Welfare Department, Lokaseva Bhawan, Odisha Secretariat, Sachivalaya Marg, Bhubaneswar-751001, Odisha'. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

-Sd-
Additional Secretary to Govt.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Contents of the RFP

Sl No	Particulars	Page Number Reference
A	Timeline of Bid	4
B	Title of the RFP	4
C	Objectives of the RFP	4
D	Disclaimer	5
E	Specification of e-PoS Device & Software	6
F	Scope of Work of the RFP	9
G	Duration of the project	14
H	Qualification/ Dis-qualification of the Bidder	14
I	Instruction to the Bidder	15
J	General Terms & Conditions of SLA	24
K	Annexure & Formats	29-38

Fact Sheet:

Title of the Project	<i>Selection of agency for 'Operation & Maintenance and Other Services of e-PoS Devices installed at Fair Price Shops in all 30 Districts of Odisha State'</i>
Publication of RFP	The RFP shall be hosted in the FS&CW Department's website www.foododisha.in .
Eligibility of the Bidder	The Bidder must be an individual company registered in India under the Companies Act, 1956/2013 and should have been in existence in India for at least 5 (five) years prior to the date of issue of this RFP.
Tender Fees	Tender Fees of @5000/- shall be submitted in shape of Demand Draft.
Earnest Money Deposit (EMD)	Bid Security Declaration shall be submitted in prescribed format.
Tender Validity	The offer submitted by the bidders should be valid for minimum period of 180 days from the opening of commercial bid.
Duration of the Project	Initially for 3 (three) years, starting from July 2022 onwards, which may further be extended to another two years depending upon the performance
Method of Selection	<ol style="list-style-type: none">1. The bidder must have minimum pre-qualification criteria as detailed in the RFP.2. The Bidder with technical score 70 & above shall be qualified & will be eligible for evaluation of Financial bid.3. Least Cost quoted in Financial bid evaluation will be awarded the work.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Address for submission of the Bid	<i>The Additional Secretary (NFSA), Food Supplies & Consumer Welfare Department, Government of Odisha, Loka Seva Bhawan, State Secretariat, Bhubaneswar, Odisha, Pin-751001 (through Speed post/Registered Post only).</i>
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A. Timeline of Bid:

Sl No	Particulars	Date & Time
1	Publication of RFP in the Website	Date 06/06/2022
2	Time line for submission of Pre-bid queries	Date 10/06/2022 at 1700 Hours
3	Last date (deadline) for submission of bids	Date 24/06/2022
4	Scheduled Date & Time for opening & evaluation of Technical Bid	Date 27/06/2022 at 1600 Hours
4	Scheduled date & Time for opening & evaluation of Commercial Bid	Date 30/06/2022 at 1600 Hours

B. Title of the RFP:

The title of the tender document is '*Selection of agency for Operation & Maintenance and Other Services of e-PoS Devices installed at Fair Price Shops in all 30 Districts of Odisha State*'.

C. Objective

The objective of the FS & CW Department is to have an effective, transparent and time-bound supply chain operation for smooth management of the Targeted Public distribution Systems (TPDS) thereby ensuring distribution of highly subsidized food grains to the eligible beneficiaries seeking food security under National Food Security Act and State Food Security Scheme. The electronic Point of Sale (e-PoS) device/IRIS device deployed under Fair Price Shop Automation (FPSA-both software application and Hardware), Supply Chain Management System (SCMS-hardware and software integration) at RRC-cum-DSCs and Paddy Procurement Automation System (PPAS where IRIS is deployed & integrated) plays a crucial role in recording electronic transaction/authentication records which requires regular support and operation & maintenance (both hardware as well as software application part). At present, 14016 numbers of e-PoS devices have been in operation at Fair price shops. FS & CW Department is inviting tender



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

for operation & maintenance and other services (both hardware as well as software application part) for these 14016 numbers of e-PoS devices located at different locations of the State.

D. Disclaimer

The information contained in this Request for Proposal (hereinafter refer to as 'RFP') document provided to the bidders by the Food Supplies & Consumer Welfare Department, (hereinafter refer to as FS&CW Department), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not purport to contain all the information each Bidder may require.

This RFP document may not be appropriate for all persons and it is not possible for the Department, their employees or advisors, to consider the business/investment objectives, financial situation and particular needs of each bidder who reads or uses this RFP document.

Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary, obtain independent advice from appropriate sources.

FS&CW Department, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

FS&CW Department shall be the sole and final authority with respect to qualifying a bidder through this document. The decision of tender inviting authority in selecting/appointing the agency who qualifies through this document shall be internal and it reserves the right to reject any or all the bids without assigning any reason thereof.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

FS&CW Department may terminate the process at any time without assigning any reason and upon such termination, Department shall not be responsible for any direct or indirect loss or damage arising out of such a termination.

FS&CW Department may, in its absolute discretion but without being under any obligation to do so, reserves the right to update, amend or supplement the information in this RFP document.

E. Specification of e-PoS Device & Software

The details specification of the e-PoS device installed at Fair Price Shops is given below:

1. e-POS Device Technical Specification (Model: VISIONTEK GL-11)

Sl No	Description	Specifications
1	Processor	ARM Cortex A9
	CPU Speed	1GHz
	Flash Memory	4GB upgradable upto 8GB
	RAM Memory	512Mb upgradable upto 1GB
	Display	3.5 Inch Touch Screen TFT LCD with 320X240 pixels Virtual Keypad on LCD
	Operating System	LINUX OS (3.0.35)
	Battery	Li-Polymer 7.4V, 2600mAh
	Keyboard	Full QWERTY Keypad with Functional Keys
	SD Card Provision	Available (Up to 32 GB)
	SAM Module	Provision for 2 SAM's
	Peripheral Ports	1x RS-232; 1x USB OTG 1x USB Host ; Ethernet
	Speaker	Audio Speaker 1 Watt (Mono Sampling 11.025 Khz, 44.1 Khz, 22.05 Khz)
	Printer	Integrated Thermal Graphic Printer (57 mm (2.25 in) width, 10 lines/sec).
	Operating Temperature	0°C to 55°C
	Humidity	95% RH non condensing
Power Adaptor	AC input 100 - 240V, 50/60Hz DC output 9V, 2.2A	
Enclosure	ABS+PC	
Immunity	IEC 61000-4-2, Level 3 IEC 61000-4-3, IEC 61000-4-4, IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-9, all Level 4	



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

SI No	Description	Specifications
	Safety	CE
	Dimensions (mm x mm x mm)	245 x 96 x 85 (L x W x H)
2	Weight with Battery	750gms
3	Communication Module	GSM/GPRS Interface- with provision for DUAL SIM CARD Wi-Fi
4	Smart Card Compatibility	Single Smart Card Reader [ISO 7816] Magnetic swipe Card Reader - 3 Track Bi-directional
5	GPS Functionality	With SIRF STAR 3 Chipset
6	Optical Finger Print sensor	Optical Finger Print sensor (ANSI 378 and ISO 19794 Complied)
7	Carry Bag	Shoulder Holster

2. Application Features

a) Present Server Application Features (Software)

- Centralized Web based application
- Maintain Citizen's database
- Ration card management
- Create users and authentication facility
- Maintain Dealers (FPS) master data
- Maintain Citizens category and ration eligibility
- FPS goods allocation management
- Supply Management (Demand to Delivery with authentication)
- Maintain inventory data
- Aadhaar Integration
- SMS integration
- MIS - Different reports - Statistical, PDF, EXCEL, WEB Display with Analytics/Dashboard
- Integration with RCMS and SCMS for master data updates.
- Integration with Annavitran Portal of GOI
- Integration with IM-PDS portal of GOI

b) e-POS Device Application Features (Software)

- Multilingual Application (English, Hindi and Local Language)
- Device authentication
- Dealers can acknowledge when stock is received.
- Dealers can maintain inventory details through the device.
- When the citizen's ration card number is entered/scanned, POS device will capture biometric and then verify it with Aadhaar (via AuA). Once authentication is established, citizen's eligibility is retrieved from



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

server. In case of any withdrawals during the month, net entitlement is calculated and sent to the device.

- FPS will provide requested ration and takes money from citizen.
- After transaction is completed a receipt will be printed.
- Using GPRS the confirmed transaction details will be transferred to the server.
- GPRS helps immediate transfer of data to the server for monitoring in case GPRS is not available, data is staged for later transfer i.e., whenever network is available again.
- Reports (Product sales report, inventory report, Time based expenses report, etc.)
- FCI go down staff can generate delivery acknowledgment.

3. Technologies

Server Side

- ASP.Net Core 2.1
- SQL Server 2016
- Windows Server

Device Side (EPOS)

- QT Platform -(Embedded Linux)
- Visiontek GL -11 SDK

4. Server Infrastructure

For 14016 devices

There are 4 Windows web servers to meet the requirement of state. This includes around 500 system users and 14016 devices.

- Windows VM
- 8 Core
- 32 GB RAM
- IIS 8

The database server runs on SQL Server 2016

- Windows Physical Server
- 32 Core
- 128 GB RAM
- SQL Server 2016



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

5. Storage

Transactional data (On SAN)

Currently the database holds around 5 years of transactional data and it's around 5 TB in size

6. Logging data (On Local Disks)

- Log storage requirement per family per month: Approx 5 GB/month
- Currently logs are being rotated on a monthly basis, but may have to retained for a minimum of 5 years as per Central Government guidelines

7. Disaster Recovery

- Currently there is no Disaster recovery mechanism implemented, but it may be implemented as part of this AMC contract;
- Server sizing for Disaster recovery depends on design criteria;
- In case Disaster Recovery is to be planned for full capacity, similar hardware will be provisioned for at DR site on par with Primary Site.

F. Scope of Work

The details of scope of work for Operation & Maintenance and other services are given below:

a) Operation & Maintenance

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of e-PoS devices and/or replacement of any items necessary for keeping the e-PoS devices active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the e-PoS devices.
2. The comprehensive maintenance shall be carried out primarily at the FPS shops as and when required. In case, the Bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

3. The replacement of all the spares is included under the O&M. The replacement of defective spares with good quality and original spares will be done by the bidder without any extra charge of any kind.
4. Supply & maintenance of at least @5% buffer stock of e-PoS Device as well as genuine/original spare parts in each district to mitigate the immediate replacement of any malfunction device till complete repair of the device and functioning of the same at FPS level;
5. Deployment of minimum two technical resource personnel in each district to address urgent calls from users for any technical issues. The technical resource personnel should be available and is required to be responsible for single point of contact. On breakdown situations or when directed by department, response time to reach maintenance location for maintenance call by the technical resource personnel should not exceed 2 hours;
6. To carry out minor repairs required to any malfunction device either at filed level or at any authorized retail service points to ensure its early functionality;
7. To address any software related issues arises during the PDS distribution at FPS level;
8. To extend necessary support during any integration with other software or hardware with the e-PoS devices during the O&M period;
9. To carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM;
10. To maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance;
11. To provide free Updates/Upgrades/New releases/new versions/Patches/ Bug fixes of the software and tools, as and when released by OEM;



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

12. To provide necessary support if the Operating System or additional copies of Operating System are required to be installed/reinstalled/de-installed;
13. To carry out any requisite adjustments/changes in the configuration for implementing different versions of Application Software;
14. To provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting;
15. To maintain an inventory database to include the registered hardware installed at different FPS Shops;
16. To ensure security of the system and install any patches to Windows and application as and when new threats are identified;
17. To ensure installation/updation of SSL certificates (if required) before they expire;
18. To engage a 3rd party Quality certifying agency (STQC or cert-in certified agencies) to conduct the assessment/review for the application software (both client and server end) before “Go Live” as part of Scope of this project. The FS&CW Department shall have the right to audit and inspect all the procedures and systems relating to the provisioning of the services. If there is any change/addition in the application’s functionality then the Solution Provider will have to obtain the STQC Certification for the changes/additions;
19. In addition to security features deployed in the technology, Bidder’s operational procedures will ensure protection of the client from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss due to intentional deception by employees, customers, agents, external entities, etc.);



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

20. To carry out all such changes/enhancements in PoS client Software as are necessitated due to change(s) in ePDS application mandated or designed/deployed by Gol/GoO. Accordingly, all such changes will be deployed/replicated in the PoS machines at all field locations without affecting business continuity;

21. Department may install Digital weighing scales at each FPS in future. Bidder has to provide necessary support to develop/upgrade device & server application to integrate with digital weighing scales.

b) Other Services :

1. Establishment of a help-desk support office centrally located at Bhubaneswar for better coordination with technical resources as well as with the district officials regarding operation & maintenance of e-PoS devices. To maintain a Helpdesk and an operational support team to address any problems arising in the field on a real-time basis;
2. To track all transactions at FPS;
3. To provide latest AADHAAR RD Services compatibility pertaining to GL-11 devices deployed in field for the contract period;
4. To make all transaction data/records available in the portal of the FS & CW Department and Government of India portals as per the directions of the FS & CW Department;
5. To use Aadhaar platform or other modes like OTP for bio-metric authentication of beneficiaries through finger print scanner/IRIS scanner;
6. To make any changes to the existing system as required by the FS & CW Department on an on-going basis to ensure smooth functioning of the system;
7. To maintain performance and upkeep of the system and ensure there are no hiccups during distribution;
8. To ensure portal is responsive and available at all times;



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

9. To ensure data sharing with State and Central Government is up to date and accurate at all times.
10. To maintain existing PoS application (client end) based on technical requirements as per the FS&CW department;
11. To maintain existing central application (Server end), MIS portal, with various reports required from time to time;
12. To ensure the integration of solution with AUA, SMS gateway as per the specifications of the FS & CW Department;
13. To ensure that PoS supports offline mode capabilities with ability to sync the transactions data as and when connectivity is resumed;
14. To ensure manual update of PoS data files to FPS automation database, updating corresponding reports, external interfaces and MIS/Dashboard. These data files would be exported from PoS modules when no data connectivity is available for long durations and hence disabling PoS to synchronize with FPS automations server.
15. To ensure that PoS has restricted access, and no applications can be used or installed unless agreed upon by the FS&CW department. Also, no data is shared with third party without permission from FS & CW Department;
16. To ensure that the PoS devices, application software functionalities and any other components, equipment, peripherals involved in implementation of solutions, meet the guidelines brought out jointly by UIDAI, Indian Banks' Association, National Payments Corporation of India and Institute for Development and Research in Banking Technology & available at <http://uidai.gov.in/financial-inclusion/microatmstandards.html> & or standards issued by IDRBT, UIDAI, RBI, IBA, Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above referred authorities;
17. To ensure that POS supports mechanism for Aadhaar/Mobile seeding and addition of Proxy/Nominee as per the requirements in the document;



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

18. To ensure that Guidelines mentioned in the web site of Department of Food & Public Distribution, Gol for FPS automation are adopted.
<http://pdsportal.nic.in/main.aspx>;
19. To be independently and exclusively responsible for all forms of testing and would follow a formal defect tracking system (Bugzilla).
20. To be responsible for managing all the updates on PoS and MIS as suggested by the FS & CW Department to improve the existing solution.
21. To be responsible to benchmark the minimum data bandwidth required for seamless functionality of solution in online mode and meeting the performance requirements of the solution;
22. Any other as per requirement of FS & CW Department communicated from time to time.

G. Duration of the Project :

The duration of the project will be *initially for 3 (three) years, starting from July 2022 onwards, which may further be extended to another two years* depending upon the performance of the service provider as well as the system/project requirement.

H. Qualification/Dis-qualification of the Bidder

Minimum Eligibility Criteria (Pre-Qualification) for Participating in Bidding Process:

SL NO	CRITERIA
1	The Bidder must be an individual company registered in India under the Companies Act, 1956/2013 and should have been in existence in India for at least 5 (five) years prior to the date of issue of this RFP. Consortiums are not allowed. a) Copy of the registration certificate to be submitted.
2	a) If the OEM is bidding directly, it must submit a declaration on its authorized letter head clearly stating that the bidder is a manufacturer/owner of the brand GL-11 e-PoS device that the bidder is



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

SL NO	CRITERIA
	offering through this tender. b) If the bidder is other than OEM, Bidder has to obtain MAF from the OEM of the e-POS device & submit in the MAF certificate format annexed at Annexure-H
3	a) The bidder should have an average annual turnover of at least Rs. 40,00,00,000 (Forty Crores Only) during the last 03 (Three) financial years ending with the FY 2021-22. b) CA certificate confirming the average annual turnover of the bidder during the last 03 (Three) financial years.
4	If Bidder is other than OEM participating in the bid process, without having proper MAF format certified by OEM of e-POS device, the entire bid shall be summarily rejected.
5	Copy of Valid ISO 9001:2015 certificate is required to be submitted certified by authorized signatory.
6	Declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time by any State/Central government/PSU
7	OEM can participate directly and issue MAF to other interested bidders to participate in order to have a competitive bidding process.

I. Instruction to the Bidder

1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications for participating in the RFP process, Bidders must form their own conclusions about the solutions needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by FS&CW Department on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

FS&CW Department. Any notification of preferred bidder status by FS&CW Department shall not give rise to any enforceable rights by the Bidder. FS&CW Department may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the FS&CW Department.

- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2. Compliant Proposals/Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) Failure to comply with the requirements set out in this RFP may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- (i) Include all documentation specified in this RFP;
 - (ii) Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - (iii) Comply with all requirements as set out within this RFP.

3. Pre-Bid Meeting & Clarifications

- a) Pre-bid queries can be raised within the dateline mentioned at '**Point No-A Timeline of Bid**' via e-Mail to finance.pmutpds@gmail.com . Accordingly, response to the pre-bid queries will be replied by a return mail;
- b) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

Sl No	RFP Documents Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

- c) FS&CW Department shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by FS&CW Department;
- d) The Nodal Officer notified by the FS&CW Department will endeavor to provide timely response to all queries. However, FS&CW Department neither makes representation or guarantee as to the completeness or accuracy of any response made in good faith, nor does FS&CW Department undertake to answer all the queries that have been posed by the bidders. FS&CW Department also does not guarantee that the Suggestion (s) made by any prospective bidder through pre-bid query or otherwise shall be accepted;
- e) At any time prior to the last date for receipt of bids, FS&CW Department may, for any reason, whether on its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum;
- f) The Corrigendum (if any) will be posted on www.foododisha.in ;
- g) Any such corrigendum shall be deemed to be incorporated in this RFP;
- h) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, FS&CW Department may, at its discretion, extend the last date for the receipt of proposals through publication in website.

4. Key Requirements of the Bid

a) Right to Terminate the Process

FS&CW Department may terminate the RFP process at any time and without assigning any reason thereof. FS&CW Department makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by FS&CW Department. The bidder's participation in this process may result in FS&CW Department selecting the bidder to engage towards execution of the contract.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

- b) **RFP Document Fee:** The RFP document can be downloaded from www.foododisha.in. The bidders are required to submit the Tender Fee of **Rs.5,000 (Rupees five thousand)** only through Demand Draft from any scheduled Bank/Nationalized Bank in favour of **Managing Director, Odisha State Civil Supplies Corporation Ltd.** payable at Bhubaneswar. Proposals received without or with inadequate tender fee shall be rejected.
- c) **Bid Security Declaration:** Considering the difficulties faced by the vendors and to facilitate competition in wake of slowdown of the economy due to Covid-19 pandemic, it is hereby decided as per Finance Department Office Memorandum No. 8484/FD Date 05/04/2022 that no provisions regarding Bid Security should be kept in the Bid Documents and only provision for **Bid Security Declaration** should be kept. The bidder needs to submit the Bid Security Declaration in the specified format. If the bidders withdraw or modify their bids during period of validity, the participating bidder shall be suspended for a specific period as decided by the purchaser.

5. Preparation and Submission of Proposal

- a) **Site Visit (s):** The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder. No site visit (s) shall be scheduled after the prescribed date for submission of bids.
- b) **Proposal Preparation Costs:** The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by FS&CW Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. FS&CW Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- c) **Language:** The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

- d) **Venue & Deadline for Submission of Proposals:** Proposals, in its complete form in all respects as specified in the RFP, must be submitted through Speed Post/Registered Post only, super scribing <title of RFP & RFP Number> on the cover of the envelope, address to *The Additional Secretary (NFSA), Food Supplies & Consumer Welfare Department, Government of Odisha, Loka Seva Bhawan, State Secretariat, Bhubaneswar, Odisha, Pin-751001*, within the scheduled date & time. Bids received after the scheduled date & time for submission shall not be accepted and shall be returned as un-opened. FS&CW Department shall not be held responsible for any postal delay for receipt of any bid.

6. Submission of Proposals

- a) The bidders should submit their responses as per the format given in this RFP in the following manner:
- (i) Pre-Qualification-cum- Technical Proposal Criterion - first cover
 - (ii) Commercial Proposal - second cover
- b) The envelope containing the above two sealed covers shall be properly sealed with superscription of the <name of the RFP> with <RFP number> on its cover page.
- c) Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal.
- d) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid. The entire bid proposal should be properly bounded (preferably spiral binding) and no loose sheet shall be left inside the bid without any page number.
- e) The proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign (s) the proposals.

- f) All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.

7. Late Bids

- a) Interested Bidder needs to submit the bids within the scheduled date & time for submission of bids. Bidder need to plan well in advance to submit the bids in due time.
- b) The bids submitted physically or by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) FS&CW Department shall not be responsible for non-submission/delay in submission of bids due to any technical glitches. It is the responsibility of the bidder to ensure submission of bid much prior to the deadline and report the issues (if any) in the help desk for resolution, so as to avoid last minute rush.
- d) FS&CW Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

8. **Tender Opening:** Bids shall be opened in the office of the *Managing Director, Odisha State Civil Supplies Corporation Limited, C/2, Nayapalli, Bhubaneswar, Odisha, Pin Code - 751012*. The proposals submitted within the scheduled date & time, will be opened by Proposal Evaluation Committee. The representatives of the bidders, who wish to be present at the time of opening, shall submit their email request to enclosing the identity card or a letter of authority from the tendering firms to be identified as bona-fide for attending the opening of the proposal.

9. **Tender Validity:** The offer submitted by the bidders should be valid for minimum period of 180 days from the opening of commercial bid. However, validity of the price bid of selected bidder will be for entire contract period including extension period as mentioned in the RFP.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

10. Tender Evaluation

1. The RFP bids of those Agencies which would meet the minimum conditions of eligibility specified in RFP will be evaluated in two stages:

a) **Evaluation of Pre-qualification-cum-technical Proposal.**

Technical Bid

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
1	Relevant Experience - Experience in similar type of Operation & Maintenance of PoS devices to Govt. Departments/ PSUs, worth minimum work order value of Rs. 50.00Lakhs (in at least one project) in last five financial years ending with FY 2021-22. Data to be submitted in prescribed Format at the given Annexure.	20	Number of Projects (One Project worth Rs. 50.00Lakhs or more) 1. For each completed project @10Marks 2. For each on-going project @05 Marks Maximum of 20 marks Notes: A. The Completed Project means Completed for Operations & Maintenance. B. The on-going Project means Operations & Maintenance period is continuing.
2	Number of Service Engineers/ technical resource personnel presently working in the company. Data to be submitted in prescribed Format at the given Annexure.	20	Number of Service Engineers/ technical resource personnel: >20 ≤ 40 - 10 Marks >40 - 20 Marks
3	Average annual turnover of the Firm in last 03 (three) financial years, 2019-20, 2020-21 & 2021-22. (Certificate from Chartered Accountant (Statutory Auditor) with authorized seal &	20	>Rs.40 crores ≤ Rs.50 crores: 10 marks >Rs.50 crores : 20 marks



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
	signature shall be submitted).Data to be submitted in prescribed Format at the given Annexure.		
4	Power Point presentation on along with soft copy (PPT) in Pendrive should be attached with the technical bid)	40	Evaluation would be done based on the proposed integrated form factor for deployment: 1. Understanding on the details scope of work given in this RFP; 2. Manpower Details (Service level engineers/technical resources) & assessment of time period for its deployment & helpdesk support; 3. Experience in handling system down time during breakdown situation for operation & maintenance of PoS devices.
	Total	100	

b) Evaluation of Financial Proposals of Technical qualified bidders

- (i) The Financial Bids of technically qualified bidders (i.e. technical score 70 & above) in technical evaluation criteria will be opened on the prescribed date.
- (ii) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- (iii) Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- (iv) In case there is rate tie between two bidders, then the bidder with highest technical bid score will be awarded.

2. Bid Scrutiny: Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive if Proposals:

- (i) are not submitted as specified in the RFP document;
- (ii) received without the Letter of Authorization (Power of Attorney);
- (iii) are found with suppression of details;
- (iv) with incomplete information, subjective, conditional offers and partial offers submitted;
- (v) Submitted without the documents requested in the checklist with lesser validity period.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

3. All responsive Bids will be considered for further processing as below:

FS&CW Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the evaluation process defined in this RFP document. The decision of the Committee will be final in this regard.

4. Evaluation Process

- a. FS&CW Department will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b. The Proposal Evaluation Committee constituted by FS&CW Department shall evaluate the responses to the RFP and all supporting documents/ documentary evidences. Inability to submit requisite supporting documents/ documentary evidences, may lead to rejection of the bid.
- c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
- d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- e. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- f. In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Only bidders securing a minimum of eligible marks in the technical evaluation will be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

5. Right to Accept Any Proposal & Reject Any / All Proposal (s): FS&CW Department reserves the right to accept or reject any proposal, and to annul the tendering process/Public procurement process and reject all



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for such action.

6. **Purchaser's Procurement Rights:** Without incurring any liability, whatsoever to the affected bidder or bidders, the FS&CW Department reserves the right to:
- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
 - b. Change any of the scheduled dates stated in this tender.
 - c. Reject proposals that fail to meet the tender requirements.
 - d. Remove any of the items at the time of placement of order.
 - e. Increase or decrease no. of resources supplied under this project.
 - f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
 - g. Make typographical correction or correct computational errors to proposals
 - h. Request bidders to clarify their proposal.

J. General terms & conditions of Service Level Agreement (SLA)

1. **Award Criteria:** FS&CW Department will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
2. **Notification of Award:** Prior to the expiry of the validity period, FS&CW Department will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, FS&CW Department may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, FS&CW Department will notify each unsuccessful bidder.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

3. **Contract Finalization and Award:** FS&CW Department shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.
4. **Signing of Contract:** After FS&CW Department notifies the successful bidder that its proposal has been accepted, FS&CW Department shall issue work order and an agreement shall be executed among '**Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)**' and the '**successful bidder**' taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Master Service Agreement (MSA) would be signed for entire project period & value.
5. **Performance Bank Guarantee**
 - a. The selected bidder will submit a Performance bank Guarantee from any scheduled bank/Nationalized bank, within 15 days from the date of notification of award.
 - b. Performance Guarantee (PBG) would be @3% of the cost of the project. The PBG shall be prepared in favour of '**Managing Director, Odisha State Civil Supplies Corporation, Ltd., C/2, Nayapalli, Bhubaneswar, Pin-751012, Odisha**', payable at Bhubaneswar.
 - c. Validity of each PBG should be 60 days beyond the contract period.
 - d. The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service during the work order period.
 - e. In case the selected bidder fails to submit PBG within the time stipulated, FS&CW Department at its discretion may cancel the order placed on the selected bidder and/or initiate action as per Bid security declaration, after giving prior written notice to rectify the same.
 - f. FS&CW Department shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or FS&CW Department incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
 - g. The PBG will be returned in original after successful completion of contract period and exit management.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

6. **Failure to Agree with the Terms and Conditions of the RFP:** Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event FS&CW Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the FS&CW Department/OSCSC Ltd. shall invoke the PBG of the most responsive bidder and/or initiate action as per Bid security declaration.

7. **Mode of Payment:** Bills in triplicate, shall be raised on quarterly basis in favour of *Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2 Nayapalli, Bhubaneswar* addressed to *The Additional Secretary (NFSA), Food Supplies & Consumer Welfare Department, Loka Seva Bhawan, Sachivalaya Marg, Bhubaneswar-751001, Odisha* along with all necessary statutory supporting documents as may be required during processing of payment. The payment shall be released periodically within 30 days after submission of all necessary documents to this Department. No advance payment shall be released to the selected bidder.

8. **Liquidated Damages:** In the event of delay in execution of work, specified in this Contract/furnishing of deliverables, the bidder shall be liable to a penalty at 5% of the value of work order in respective phases, for delay of every two-week, up to a maximum of 20%, after which FS&CW Department/OSCSC shall be at liberty to cancel the award. For the purpose of this clause, part of a month shall be considered to be a full month.

9. **Conflict of Interest:** A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, department shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to department for, inter alia, the time, cost and effort of Department including consideration of such bidder’s Proposal, without prejudice to any other right or remedy that may be available to FS & CW Department hereunder or otherwise mentioned in the bid security declaration.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

- 10. Compensation for Termination of Contract:** If the bidder fails to carry out the award/work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by FS&CW Department/OSCSC LTD, without any valid reasons as acceptable, FS&CW Department/OSCSC LTD, may terminate the contract after giving 1 month's notice and the decision of FS&CW Department/OSCSC LTD in the matter shall be final and binding on the bidder. Upon termination of the contract, FS&CW Department/OSCSC LTD shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.
- 11. Notices:** Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed/hand-delivered with acknowledgement thereof, or transmitted by pre-paid registered post or courier.
- 12. Force Majeure:** Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or FSCW Dept/OSCSC Ltd, as the case may be, which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:
- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
 - Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
 - Terrorist attack, public unrest in work area provided either party shall within **10 days** from occurrence of such a cause, notifies the other in writing of such causes. The bidder or FSCW Dept/OSCSC Ltd shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.
- 13. Exit Plan:** The selected Bidder will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by FSCW Dept/OSCSC Ltd before project closure. Ownership of IPR and Source code developed for central application and PoS Device will



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

be with FS&CW Department, GoO. Bidder will hand it over to the Government representatives at the time of exit.

14. Dispute Resolution Mechanism: The Bidder and OSCSC Ltd shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within **seven (7) days** of receipt of the notice.
- b. The matter will be referred for negotiation between OSCSC Ltd and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of **15 days**.
- c. In case it is not resolved between OSCSC Ltd and the bidder, it will be referred to the Principal Secretary, FS & CW Department for negotiation and his decision will be final and binding on both the parties.

15. Action for Breach of Contract: It is the responsibility of the selected bidder to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the FS&CW Department/OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the service provider, the security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the FS&CW Department/OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department would be final and binding on the Parties.

16. Law Governing Contract and Language: The Contract shall be governed by the appropriate laws of Government of India and the language of the Contract shall be English.

17. Jurisdiction of the Court: In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Bhubaneswar for both the parties.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

- 18. Amendment or modification in Contract:** No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.
- 19. Use of Name, Trademark, or logo:** Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party shall disparage the other.
- 20. Personnel:** Selected bidder shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. The OSCSC LTD, in no way be responsible for any claims, rights of any of Selected bidder's personnel/employees deployed under this agreement. In respect of any of Selected bidder employees/personnel, Selected bidder will bear exclusive responsibility for the payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any relevant jurisdiction, pension benefits, any health or other welfare benefits, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with payments made by OSCSC LTD to Selected bidder. Selected bidder may agree that it will defend, indemnify and hold harmless OSCSC LTD, and its officers, employees, successors and assigns against any Claims made by a relevant tax authority relating to selected bidder's fees, tax, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.

K. Annexure & Formats (Sample)



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-A

Letter of Proposal

<Location, Date>

To,

The Managing Director

OSCSC Ltd. (OSCSC), Head Office,

C/2 Nayapalli, Bhubaneswar - 751012

EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

Sub: Submission of the Technical bid (Including the details of Pre-qualification Criteria) for
<Name of the RFP>

Dear Sir/Madam,

We, the undersigned, offer to provide solutions to the OSCSC on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid (including the details of Pre-qualification Criteria) in one envelope and the Commercial Bid sealed in a another envelope. We hereby declare that all the information and statements made in this Technical bid (Including the details of Pre-qualification Criteria) are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet. We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activities have not been suspended and we are not the subject of legal proceedings for any of the foregoing.

We hereby undertake that if our proposal will be accepted then we will make necessary arrangements for **deployment of requisite number technical resource persons within seven days of receipt of Letter of Intent (LOI)**.

The copy of this RFP duly signed and affixed with official seal on its each page is submitted along with the Technical Bid document.

This is to certify that _____Nos (_____In Words) of pages including the cover page and all annexure have been submitted in the Technical Bid. The copy of Power of attorney is enclosed.

We understand you are not bound to accept any Proposal you receive.

Enclosed: The Details of Bidder's Profile

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm/Company:

Address: Location: Date:



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-B

DETAILS OF INFORMATION OF THE BIDDER

Sl No	Particular	Details	Page No. Reference of Supporting Documents attached in the Bid
1	Name of the Bidder		
2	Contact number & email ID		
3	Registration number of the Bidding Company		
4	GST Number		
5	PAN Number		
6	EPF Number		
7	ESI Number		
8	Address of the Registered Office		
9	Three year Income Tax return copies (AY 2020-21, 2021-22 & 2022-23)		
10	Address of the Help Desk in State of Odisha in last 5years.		
11	Total Number of Service Engineers/ technical resource personnel in Payroll as on the date of bidding		
12	Average Annual Turnover in last three financial year (FY 2019-20, 2020-21 & 2021-22) as per Statutory Auditor Certificate		
13	Details of Quality Certification with their respective validity (ISO 9001-2015)		

Work Experience Detail

Sl No	Name of the Organization Relevant Experience in similar type of Operation & Maintenance of PoS devices to Govt. Departments/ PSUs	Year of Operation & Work Order Cost	Page number Reference of the work order & work Completion certificate attached in the bid
1			
2			

Number of Service Engineers/ technical resource personnel presently working

Sl No	Name of the Organization	Number of Service Engineers/ technical resource personnel engaged	Page number Reference of the work order & work Completion certificate attached in the bid
1			
2			

Place:

Date :

Authorized Signature & Official Seal



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-C

Financial Capacity of the Bidder

Average Annual Turnover		
Sl No	Financial Year	Annual Turnover in 'Lakhs'
1	2019-20	
2	2020-21	
3	2021-22	
Average Annual Turnover		
Net Worth Certificate		
Financial Year		Net Worth In 'INR'
2019-20		
2020-21		
2021-22		

Certificate from the Statutory Auditor

This is to certify that, we have verified the books of accounts and records of the Firm/Company and found the Average Annual Turnover of the Firm/Company in the above listed last 03 Financial years is Rs. _____ (_____ In words).

Name of the audit firm: Seal of the audit firm:

Place:

Date:

(Signature, name of the Statutory Auditor/Chartered Accountant) Membership Number

Note:- In case the Applicant does not have a statutory auditor, it shall provide the certificate from its chartered accountant that ordinarily audits the annual accounts of the Applicant.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-D

Commercial proposal Covering letter

<Location, Date>

To,

The Managing Director

Odisha State Civil Supplies Corporation Ltd. (OSCSC)

Head Office C/2 Nayapalli, Bhubaneswar - 751012

EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

Sub: Submission of the commercial bid for <Provide Name of RFP>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <Title of Implementation Services> in accordance with your Request for Proposal dated <Date> and our Proposal (Technical and Financial Proposals). The ‘**Commercial Bid Format**’ is given below:

Particulars	Rate per Quarter exclusive of GST In ‘INR’
Cost for complete solution for operation & maintenance and other services of total e-PoS devices installed at Fair Price Shops at 30 districts across the State etc.	Rate in Word _____ Rate in Figure _____
<p>a) The bidder shall quote a single rate i.e. the rate per quarter for complete solution for operation & maintenance and other services of e-PoS devices installed at Fair Price Shops at 30 districts across the State etc. exclusive of GST. The rate of applicable GST shall be mentioned separately.</p> <p>b) The rate shall be quoted both ‘word’ and ‘figure’ in the given column.</p> <p>c) Any conditional quotation/bid will not be accepted.</p> <p>d) The quoted price should be expressed in Indian rupees (‘INR’) only.</p> <p>e) FS & CW Department shall be the final decision making authority for such recommendation of the tender committee.</p> <p>f) Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.</p> <p>Date: Place:</p> <p align="right">Seal & Signature of the Applicant</p>	

1. Price and Validity

- a) All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of 180 calendar days from the date of opening of the Bid.



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

- b) We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- c) We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.
2. **Unit Rate:** We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase / decrease from the scope of work under the contract.
3. **Deviations:** We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.
Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.
4. **Tender Pricing:** We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.
5. **Qualifying Data:** We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.
6. **Bid Price:** We declare that our Bid Price is for the entire scope of the work as specified in the RFP. These prices are indicated Commercial Bid attached with our Tender as part of the Tender.
7. **Performance Security:** We hereby declare that in case the contract is awarded to us, we shall submit the Performance security in form of Demand Draft or Performance Bank guarantee from a scheduled bank/nationalized bank.
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e., [Date].
We understand you are not bound to accept any Proposal you receive.
We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.
We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm/Company:

Address:



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-E

Performance Bank Guarantee

PERFORMANCE SECURITY:

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email id>

Whereas, <name of the supplier and address> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to OSCSC (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank>a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value> (Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <Insert Value> (Rupees <Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein. We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This Guarantee shall be valid until <Insert Date>

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs. <Insert Value> (Rupees <Insert Value in Words> only).**

II. This bank guarantee shall be valid up to <Insert Expiry Date>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <Insert Expiry Date>) failing which our liability under the guarantee will automatically cease.



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-F

Bid Security Declaration Form
In lieu of Earnest Money Deposit (EMD)
(On Bidders official Letter Head)

To,

Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

Ref: RFP No.<No._____/Date____>

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of five year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by your office during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Seal & Signature: (insert signature of person whose name and capacity are shown)

In the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

(_____)

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder) Dated on ___ day of_(insert date of signing)
Corporate Seal (where appropriate)



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-G

Self-Declaration: Not Blacklisted
(Company letter head)

To

The Managing Director
Odisha State Civil Supplies Corporation Ltd. (OSCSC)
Head Office C/2 Nayapalli, Bhubaneswar - 751012
EPBX - (0674) 2395391/2394956 Fax - (0674) 2395291/2390199

Sub: Self Declaration for not Blacklisted

Sir,

In response to the RFP No.: _____ for RFP titled **Request for proposal for _____**, as an owner/ partner/ Director of (organization name)_____I/ We hereby declare that presently our Company/ firm is not under declaration of ineligible for corrupt & fraudulent practices, blacklisted either indefinitely or for a particular period of time, or had work withdrawn, by any State / Central government / PSU.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

Thanking you

Signature
(Authorized Signatory)

Seal:

Date:

Place:

Name of the Bidder:



GOVERNMENT OF ODISHA
FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Annexure-H

Manufacturer Authorization Form (MAF)

To,

Date:

Sir,

We hereby authorize M/s _____ to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender Ref No: for the (type the Description of goods) developed & Manufactured by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

We also undertake to provide timely supplies as per terms of tender and as agreed mutually and also to provide a trouble free and continuous support either directly or through our authorized partners under our supervision during the said support period. We will provide the necessary support in the event of up gradation of any of the software is necessitated while providing the support will arrange for complete replacement of the item(s) with an equivalent / higher version.

For this tender we authorize M/s. _____ (Complete address and full contact details of the partner) to be our sales and service partner. In the event of discontinuation of supply and service by our partner or any problem arises during provision of supply and services, the entire responsibility to provide trouble free and continuous supply and services to the end user rests with us and we undertake to provide supply and services directly or through our alternative sales / service partners.

(Signature)

Note: Competent authority of the Manufacturer should issue the letter of authority individually for each bidder separately.