



## **GOVERNMENT OF ODISHA**

**FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT**

**RFP NUMBER-01/FSCW/ September-2019**

### **REQUEST FOR PROPOSAL (RFP)**

**for**

**Procurement, Installation, Commissioning & Maintenance  
of IRIS Scanners at Fair Price Shops & PACSs  
at different locations in the State of Odisha**

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## 1. Introduction:

The main vision of FS&CW Department/OSCSC LTD is to ensure food security for the people, protection of rights and interest of consumers of the state and guaranteeing minimum support price of paddy to the farmers. The mission of FS&CW Department/OSCSC LTD entails the management of Targeted Public distribution Systems (TPDS) operations to ensure availability of food grains at a subsidized rate to weaker and vulnerable sections of the society, to ensure minimum support price to the farmers as well as contributing rice to the Central Pool, storage & maintenance of procured stocks of paddy and rice, enforcement of consumer related legislations and implementation of consumer welfare schemes and maintenance of mandatory standards for consumer products and service ensuring consumer safety.

## 2. Broad objective of the RFP:

At present, all the 12,396 Fair Price Shops in the State are equipped with e-Point of Sale (e-PoS) devices with finger print scanners for carrying out Aadhaar enabled PDS. Similarly, the P-PAS online application 2.0 version has been introduced during the current KMS 2019-20, which is capturing Aadhaars of farmers in order to have Aadhaar enabled paddy procurement.

It has been observed during PDS distribution that due to issues related to non-updation of finger print impressions of beneficiaries in Central Identities Data Repository (CIDR) server of UIDAI periodically or due to eroded finger prints, Aadhaar authenticated transactions are hampered through existing finger print scanners, whether configured with e-PoS or Laptops/Desktops or tablets at distribution points.

In order to obviate such occurrences and to improve Aadhaar authentication, this Department put into use the latest IRIS technology by deploying 5 IRIS devices in FPSs locations during July-August 2019 on trial basis followed by ongoing pilot implementation of 'Portability' in 120 FPSs locations of Bhubaneswar Municipal Corporation (BMC) for the bi-monthly allotment month of September-October 2019. So far, the results are encouraging as per the feedback received from the field. The IRIS scanners have quicker and accurate reading of retina for Aadhaar bio-metric authentication.

We have currently **9,410 numbers of Fair Price Shops** where network connectivity is good for carrying out live Aadhaar authentication through IRIS scanners configured with e-PoS, including 120 FPSs locations of BMC where IRIS have already been deployed. Similarly, for deployment in all PACSs, Department needs around **3,500 IRIS scanners**. In total, there is a requirement of **12,783 numbers of IRIS scanners** for deployment in Fair Price Shops and PACSs.

### 3. Disclaimer:

The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by 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/OSCSC LTD 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.

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

FS&CW Department/OSCSC LTD 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.

#### 4. FACTSHEET:

Clause Reference	Topic
Scope of Work	For 'Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACSs' at different locations in the State of Odisha
Eligible Bidder	The bidder should be an OEM/authorized distributor of OEM/Authorized by the OEM and a registered firm in India as per Government of India company registration act 1956.
Project Period	The period of such engagement shall be initially for 03 (three) years (i.e. covering the onsite warrantee period of three years).
Method of Selection	Least Cost based method shall be used to select the bidder. The Bidder has to submit the bid in two separate sealed envelopes marked Technical & Financial bid. All bids will be evaluated on the basis of pre-qualification criteria. Technical evaluation of only those bidders who satisfy all the pre-qualification criteria shall be done. Price bid of only those bidders who qualify in Technical Bid with a score of 70% shall be opened.
Language of Bid	The entire bid document should be submitted in English language.
Currency of Bid	The bid price should be quoted in Indian Rupees. The quoted price should be inclusive of tax. The financial bid should indicate quoted price and tax component separately.
Tender Document Fee	Along with the proposal, the bidder need to deposit Rs 10,000/- (Rupees ten thousand) only in shape of a Demand Draft, drawn in favour of "Odisha State Civil Supplies Corporation Ltd. (OSCSC)", payable at Bhubaneswar, from any Scheduled Bank/Nationalized bank. This fee is non-refundable in nature.
Earnest Money Deposit (EMD)	The pre-qualification bid should accompany Earnest Money Deposit of amount Rs 20,00,000/- (Rupees twenty lakh) only, in the shape of Demand Draft/Bank Guarantee, drawn in favour of 'Odisha State Civil Supplies Corporation Ltd. (OSCSC)', payable at Bhubaneswar, from any Scheduled Bank/Nationalized Bank. The EMD should be valid for 90 days from the date of submission of bid.
Performance Security	The successful bidder shall have to submit performance security for a value equivalent to @10% of the total estimated work order cost.
Validity of Bid	180 Days from the bid submission date.
Bid document submission	One copy of the (i) pre-qualification-cum-technical bid including tender fees, DD/BG towards EMD must be submitted. Only one copy of the financial bid required for submission. The tender paper,

Clause Reference	Topic
	technical bid, should be kept in a sealed envelope with superscription as “Pre-Qualification-cum-Technical Bid”. The financial bid should be kept in a separate sealed with superscription as “Financial Bid”. Both the envelope envelopes should be kept in a separate envelope with superscription as “ <b>Bid for Procurement, Installation, Commissioning &amp; Maintenance of IRIS Scanner at Fair Price Shops &amp; PACSs at different locations in the State of Odisha</b> ”.
Consortium	Keeping in view the Scope of Work, Consortiums/Joint Ventures are not allowed. Proposals only from Bidders, applying individually shall be considered for evaluation. Firms applying in consortium/joint venture will be summarily rejected.
Documents	The RFP document will be available from the advertisement date till the bid due date on the website of FS&CW Department/OSCSC LTD at <a href="http://www.foododisha.in">www.foododisha.in</a> <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> & <a href="http://www.oscsc.in">www.oscsc.in</a> , which can be obtained by the Bidders by way of downloading from the website. Bidders are advised to submit their proposal in the appropriate formats specified in this document. At any time before the submission of proposals, FS&CW Department/OSCSC LTD may, for any reasons, whether at its own initiative or in response to a clarification requested by an invited consulting firm, modify the document by amendment. The amendment will be notified in the website of FS&CW Department/OSCSC LTD and revised documents/clarifications if any will also be uploaded on the above prescribed websites.
Address for Bid Submission and for all other purposes with respect to this RFP	Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2, Nayapalli, Bhubaneswar, Khorda, Odisha, PIN-751012. e-mail ID: <a href="mailto:mdoscsc@gmail.com">mdoscsc@gmail.com</a>

## 5. Schedule of Selection Process:

FS&CW Department/OSCSC LTD shall endeavor to adhere to the following schedule:

SI No	Event Description	Date
1	Publication of RFP	27/09/2019
2	Pre-Bid meeting	09/10/2019 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for	21/10/2019 by 1700 Hours

	submission of Proposal	
4	Opening of Technical Proposal	22/10/2019 by 1600 Hours
5	Presentation by Bidders Qualified in Eligibility Criteria	25/10/2019 at 1500 Hours at Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.

## 6. Scope of Work:

### 6.1. Supply, installation and Commissioning of IRIS Scanner

Bidder shall be responsible for Supply, Installation, Commissioning and Maintenance of IRIS Scanners as per the minimum specifications and indicated quantities in the RFP. The supplied IRIS Scanners should carry a 36 months' comprehensive onsite warranty from the date of acceptance sign-off on its hardware and associated software. The selected vendor will be also responsible for the maintenance of IRIS scanners.

### 6.2. Specification of the IRIS Scanner

The IRIS scanner should have the compatibility with the GL 11 e-POS terminals deployed in Fair Price Shops (i.e. with the technical specification -1GHz Processor, 1GB RAM, 8GB Flash, OS-Linux kernel version 3.1.3, Serial port, USB 2.0 & OTG.). The Device Requirements are as follows:

- a) Device to be an L0 and be able to integrate with Embedded Linux device, Kernel 3.1.3 and above.
- b) Stronger Security, Higher usability, Faster Approach.
- c) Multiple connectivity options like OTG or USB.
- d) Should be complied with future STQC Requirement of converting IRIS image into RD Compatible packet in the device itself using inbuilt processor.
- e) Should support Operating Systems Like Android, Linux, embedded Linux & Windows etc.
- f) SDK shall support both Linus & Windows OS.
- g) Proposed IRIS Scanner should be UIDAI certified for LINUX OS.
- h) Other minimum specifications are as under:

Type of System	Iris Recognition Access Control
Form Factor	Handheld
Connectivity Type	Wired
Installation Type	Handheld/TAB/LAPTOP/MOBILE/DESKTOP
Reader Type	Iris
Warranty	Three Years' Onsite Warrantee
Power Source	USB BUS Power
Sensor Type	Optical Sensor

Automation Grade	15 CM Read Range of RETINA IRIS
Optical Scanning Resolution	VGA 60% dpi
Scan Area Size	470 mm, Near Infrared LED

**6.3. Delivery of IRIS Scanner: Following Quantities of IRIS Scanners are to be delivered at specified locations mentioned in Annexure- 12 inside state of Odisha.**

SL NO	ITEM DESCRIPTION	QUANTITY (IN PIECES)
1	IRIS Scanners at Fair Price Shops (FPS)	9,283
2	IRIS Scanners at Primary Agriculture Cooperative Societies (PACS)	3,500
3	<b>TOTAL</b>	<b>12,783</b>

- a) Quantity may increase or decrease.
- b) Bid cost shall be calculated based on the above **12,783** quantities for the purpose of award of contract.
- c) Payments will be made for the quantity actually supplied.

**6.4. Post Delivery Inspection and Acceptance Sign-Off:**

The selected Bidder shall depute its technically qualified representatives for commissioning/installing the delivered quantity of IRIS Scanners, in presence of the Nodal Officer, at all locations indicated in this RFP. The Nodal Officer will inspect the IRIS Scanner deployed and commissioned and fill up the post-delivery inspection report. The successful Bidder needs to replace the rejected IRIS Scanner (s) within a time frame of four (4) days from the date of return of the equipment(s). Failure to do so will compel the OSCSC/FSCW Department to impose penalty as defined in the Master Service Agreement (MSA) section of the RFP.

Rejected equipment (s) shall be handed over to the authorized representative of the selected Bidder on the spot. The numbers of such rejected equipment (s) shall be specified in the post-delivery inspection report. The commissioning date will be observed from the day all replacement equipment (s), if any, are delivered to appropriate location (s) and approved post-delivery inspection report for the same acquired. After the receipt of acceptance sign-off of all the products from all the locations, OSCSC/FSCW Department would issue a letter to the selected Bidder notifying the same following which, the selected Bidder shall submit invoice to Managing Director, OSCSC Ltd, 36 months of warranty period, for all products would start from the date of installation.

**6.5. Transportation of IRIS Scanner:**

The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination (Fair Price Shops & PACSs) as specified by OSCSC/FSCW Department shall be borne by the selected Bidder.



#### **6.6. Packing of IRIS Scanner:**

The selected Bidder shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage. The selected Bidder shall be responsible for any defect in packing.

#### **6.7. Buffer Stock of IRIS Scanner:**

In case of malfunctioning of devices or parts, decreased performance of the IRIS Scanner (s), the Supplier must be able to replace the device or parts. In order to ensure that there is no disruption in services due to malfunctioning of devices, the solution provider would maintain a stock of additional 10% devices in each district. The MSA would include the condition of maintaining a buffer stock of 10% of IRISs and accessory devices. However, no additional cost shall be provided for maintaining such stock of 10% buffer devices at in district.

#### **6.8. Invoicing of IRIS Scanner:**

After the successful delivery and installation of the IRIS Scanner at the desired locations and receipt of acceptance sign-off of all the products from all the locations, the selected bidder has to submit the invoice in triplicate, with all the required supporting documents as will be defined in the MSA to the Managing Director, OSCSC Ltd. The invoice shall also be enclosed with the list of serial numbers of the products supplied to the designated locations.

#### **6.9. Warranty period for IRIS Scanner:**

- a) The Selected Bidder is required to provide a comprehensive onsite warranty for the products for a period of 36 months commencing from the date of acceptance sign-off.
- b) The warranty shall cover all the components and sub-components of the supplied IRIS Scanner including patches and upgrades (free of cost) of the device driver.
- c) In addition to warranty as mentioned in above clause, the Bidder shall, during the above said period, replace parts, if any and remove any manufacturing defect, if found, so as to make the device fully operative. Replacement of parts or the entire product is to be done free of cost.

#### **6.10. Reporting of Issues:**

The successful Bidder needs to provide the contact number/e-mail of the OEM Helpdesk support, email ID and contact number of the successful Bidder's representatives and addresses & contact numbers for OEM service centers. Any issue encountered with the IRIS Scanner will be reported to the respective OEM Helpdesk by concerned operators and the complaint/case number generated for the incident will be emailed to

successful Bidder's representative. It is the responsibility of successful Bidder to track the issue and ensure resolution within the prescribed MSA timelines specified in RFP. Once issues been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to OSCSC/FSCW Department.

In case there is a change in the process for reporting issues, it will be appropriately communicated to successful Bidder. The OEM Helpdesk should be operational during the normal business hours i.e. 10 am to 6 pm, during all working days of the week. The OEM Helpdesk operators would have to perform various activities including:

- a) Understanding the query/issue in the reported request. It could be related to the hardware including, but not limited to, issues linked with any component of IRIS Scanner and operating system compatibility.
- b) Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
- c) Forwarding the case to concerned field engineer if the issue cannot be instantly resolved on the call and is related to any hardware which might need to be replaced.
- d) In case of technical issues for which a resolution is not possible instantly, the operator will submit the request into the system for escalation and further action by the successful bidder's team.

## **7. Preparation and Submission of Proposal**

### **7.1. Proposal Preparation Costs:**

A bidder can submit only one proposal at a time. Bidder submitting more than one proposal shall be rejected. 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/OSCSC LTD to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. FS&CW Department/OSCSC LTD will, in no case, be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

### **7.2. Language:**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than 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.

### **7.3. Submission of the Bid:**

The entire RFP bid documents must be submitted with duly page numbered, in spiral

binding form and put in two separate envelopes, without any loose sheet in it. **The proposals shall be submitted through Speed Post/Registered Post only to “Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha”. Bid (s) delivered by hand/courier will not be entertained.**

**a. Envelope-I: Pre-Qualification-cum-Technical Proposal**

The Technical Proposal should be provided with all the information as detailed in the RFP, using the format for technical proposal provided Format section of the RFP document. All the projects cited needs to be submitted by supporting credentials (work orders/completion certificates) from clients.

**b. Envelope-II: Financial Proposal**

- i. The financial proposal should include all incidental and ancillary cost (including all types of duties, levies, taxes except GST) for Procurement, Installation, Commissioning & Maintenance of IRIS Scanners in Fair Price Shops & PACSs, at different locations of Odisha state.
- ii. In the Financial Proposal, the Agency shall quote the rate in the specific financial evaluation format (format enclosed at *Annexure - 8*).
- iii. All costs must be mentioned in Indian rupees only.

**7.4 Checklist for Submission:**

A	Technical Proposal	Format
1	Letter of Proposal	Annexure-1
2	Format for Power of Attorney	Annexure-2
3	Particulars of Bidder	Annexure-3
4	Financial capabilities of the Bidder	Annexure-4
5	Work Experience of the Bidder	Annexure-5
6	Approach, Methodology and Work Plan	Annexure-6
7	Covering letter for Financial Proposal	Annexure-7
8	Format for Financial Proposal	Annexure-8
9	Self Declaration for not been blacklisted	Annexure-9
10	Certificate of Dealership/Authorization letter	Annexure-10
11	Bid Processing Fee (non-refundable) of Rs 10,000/- (Rupees Ten Thousand Only)	<b>Form of Demand draft in favor of “Odisha State Civil Supplies Corporation Ltd”</b>
12	EMD of Rs. 20,00,000 (Rupees Twenty Lakhs Only)	<b>Form of DD/BG in favor of “Odisha State Civil Supplies Corporation Ltd”</b>
13	Documents to be Submitted	1. Certificate of Incorporation 2. Copy of PAN Card 3. Three Years’ IT Return Copy 4. Copy of GSTIN 5. Power of Attorney

As a part of the submission the above documents with supporting wherever the Agency may also attach this Checklist with remarks on the side of each submission mentioning whether submitted/not submitted.

## 8. EVALUATION CRITERIA

### 8.1. Evaluation of Proposals:

The RFP bids of those Agencies which would meet the minimum conditions of eligibility specified in the 8.3. & 8.4. below will be evaluated in two stages:

- a) Evaluation of Pre-qualification-cum-technical Proposal.
- b) Evaluation of Financial Proposals of Technical qualified bidders

8.2. It may be noted that the bids shall be evaluated on the basis of the documents as already been attached/submitted in the Bid envelope and in no such circumstances any additional document shall be received/entertained during the evaluation process. However, the tender committee reserves the right to seek any clarification on the documents submitted by the bidder during the bid evaluation process.

### 8.3. Pre-Qualification/Minimum Eligibility Criteria:

This invitation to Bid is open to all entities meeting or exceeding all of the following minimum qualification criteria. Any bid not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

The Minimum Eligibility Criteria is as follows:

SL NO	CRITERIA
1	<p>Bidder (OEM or Authorized Partner as applicable) must be an individual company registered in India under the Companies Act, 1956 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.</p> <p>If the OEM is bidding directly, it must submit a copy of the Company's registration certificate.</p> <p>If an Authorized Partner is bidding on behalf of the OEM, the Authorized Partner must submit the following:</p> <ol style="list-style-type: none"><li>1. Copy of the Authorized Partner Company's registration certificate.</li><li>2. Copy of the OEM Company's registration certificate.</li><li>3. The OEM Company should also be registered in India under the Companies Act, 1956.</li></ol>
2	<p>An OEM company can either bid directly or through an Authorized Partner.</p> <ol style="list-style-type: none"><li>1. If the OEM is bidding directly, it must submit a declaration on its letter head clearly stating that the bidder is a manufacturer/owner of the brand IRIS Scanner that the bidder is offering through this tender.</li><li>2. If an Authorized Partner is bidding on behalf of the OEM, the Authorized Partner must submit the following:<ol style="list-style-type: none"><li>a) Manufacturers/Brand Owner Authorization Form as per Annexure: Declaration from the OEM on the OEM Company's letter head clearly stating that the OEM is a manufacturer/owner of the brand IRIS Scanner that the bidder is offering through this tender.</li></ol></li></ol> <p>Note:</p> <ol style="list-style-type: none"><li>a) If any Bidder submits Bid on behalf of Principal/OEM, the same Bidder shall not submit a Bid on behalf of another Principal/OEM under the RFP.</li><li>b) Either the Bidder on behalf of Principal/OEM or Principal/OEM itself is</li></ol>

SL NO	CRITERIA
	allowed to Bid, however both cannot Bid simultaneously.
3	<p>a) The OEM, and its Authorized Partner (if applicable) should have an average annual turnover of at least Rs. 50,00,00,000 (Fifty Crores Only) during the last 05 (Five) financial years.</p> <p>b) If the OEM is bidding directly, CA certificate confirming the average annual turnover of the OEM Company during the last 05 (Five) financial years, must be submitted.</p> <p>c) If an Authorized Partner is bidding on behalf of the OEM, the Authorized Partner must submit the following:</p> <p>i. CA certificate confirming the average annual turnover of the Authorized Partner Company during the last 05 (Five) financial years.</p> <p>ii. CA certificate confirming the average annual turnover of the OEM Company during the last 05 (Five) financial years</p>

8.4. The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in the RFP document. The Bidder must also possess the administrative capability, technical know-how and the financial strength that would be required to successfully undertake the project for the entire period of the Contract. The Bids must be complete in all respects and should cover the entire Scope of Work as stipulated in the RFP. The details required for the pre-qualification criteria are as follows:

SL NO	CLAUSE	DOCUMENTS REQUIRED
1	The Bidder should be registered under the Companies Act, 1956. Bidder should have registered offices in India and should be in existence in India for at least the last 05 (Five) years, as on date of submission of bid. The Bidder should have been operational for a period of at least 05 (Five) years	Copy of Certificate of Incorporation self- certified by the Authorized Signatory of the company.
2	The Signatory signing the Bid on behalf of the Bidder should be duly authorized by the Board of Directors of the Bidding Company to sign the Bid on their behalf	A Certificate from the Company Secretary of the Bidder certifying that the Bid signatory is authorized by the Board of Directors of the Company to do so, with acceptance of board resolution, resolution number and date.
3	The Bidder must have a minimum average Annual turnover of at least Rupees 50 crores in the last 05 (Five) audited financial years (FY 13-14, 14-15, 15-16, 16-17 & FY 17-18) Format at Annexure-4	Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 05 (Five) audited financial years (FY 13-14, 14-15, 15-16, 16-17 & FY 17-18). Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 5 (Five) given

SL NO	CLAUSE	DOCUMENTS REQUIRED
		financial years.
4	The Bidder should have positive net worth (measured as paid-up capital plus free reserves) and should be a profit making company for each of the last 05(Five) audited financial years (FY 13-14, 14-15, 15-16, FY 16-17 & FY17-18) Format at Annexure-4	<ul style="list-style-type: none"> <li>▪ Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for each of the last 05 (Five) audited financial years (FY 13-14, 14-15, 15-16, 16-17 &amp; FY 17-18).</li> <li>▪ Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for each of the specified years.</li> </ul>
5	The Bidder must have experience in supplying, Commissioning & Maintenance of IRIS Scanners of minimum of 10,000 numbers to Govt. Departments/PSUs in the last 5 (Five) financial years ending with FY 2018-19 Format at Annexure-5	Copies of work orders, work completion certificates and contracts specifying the same.
6	The bidding Company should not have been blacklisted by any Government or quasi-Government entity in India (Centre/State/Local Bodies, UIDAI, NIC, STQC etc) for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid. Format at Annexure-9	A self-certified letter as per the given Annexure.
7	The Bidder should be IRIS Scanner manufacturer/authorized dealer of the manufacturer Format at Annexure-10	Certificate of dealership/ authorization letter as per the given Annexure.
8	The Bidder must have experience in Supplying, Installation, Commissioning & Maintenance of IRIS Scanner to Govt. Department s/PSUs, worth minimum value of Rs.5 Crores (in at least one project) in last five financial years ending with FY 2018-19 Format at Annexure-5	A certified letter from the concerned Client confirming the total amount, date of engagement and successful completion of order.
9	In case Bidder is not an OEM then an authorized undertaking will be required from the OEM stating that OEM will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason. Format at Annexure-10	Authorized undertaking from the OEM as per the Format in the RFP.
10	The IRIS Scanner proposed should meet the minimum specifications indicated in the RFP	A self-certified document indicating compliance to minimum specifications
11	<b>Certification:</b> The bidder must possess SEI - CMMi Level - 3 and above by the date of publication of this RFP	Copy of relevant Certificate which is valid on date of submission.
12	<b>Device certification:</b> The devices should be STQC certified before submission	Copy of relevant certification which is valid on date of submission of the Bid.
13	Processing fee for Tender Document should have been submitted.	Demand Draft of INR 10,000/- (Rupees Ten

SL NO	CLAUSE	DOCUMENTS REQUIRED
		Thousand) only from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.
14	EMD should have been submitted	In shape of DD/BG of INR 20,00,000/- (Rupees Twenty Lakhs Only) from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.

Any Bid failing to meet the above stated qualification criteria shall be summarily rejected.

**8.5. Evaluation Credentials of the firm shall be done as per the following system:**

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
1	EXPERIENCE - Experience in Supplying, Commissioning & Maintenance of IRIS Scanners to Govt. Departments/PSUs, worth minimum value of Rs. 5 crores (in at least one project) in last five financial years ending with FY 2018-19. Format at Annexure-5	20	Number of Projects (One Project worth Rs. 5 crore more) 1. For each completed project @10Marks 2. For each on-going project @05 Marks <b>Maximum of 20 marks</b> <b>Notes:</b> A. The Completed Project means Completed for Supplying, Commissioning & Maintenance. B. The On-going Project means the Materials supplied, Commissioned but Maintenance period is continuing.
2	<b>Number of IRIS Scanner:</b> Experience in Supplying, Commissioning & Maintenance of IRIS Scanners (10,000 numbers & above) to Govt. Departments/PSUs in the last 5 (Five) financial years ending with FY 2018-19. Format at Annexure-5	20	Numbers Supplied & Marks:  >10000 ≤ 20000 - 5 Marks  >20001 ≤ 30000 - 10 Marks  >30000 - Maximum 20 Marks
3	Average annual turnover of the Firm in last 05 (Five) financial years 2013-14, 2014-15, 2015-16, 2016-17 and 2017-18. (Certificate from Chartered Accountant (Statutory Auditor) with authorized seal & signature shall be submitted) Format at Annexure-4	20	>Rs.50 crores ≤ Rs.75 crores: 10 marks  >Rs.75 crores ≤ Rs.100 crores: 15 marks  >Rs.100 crores: Maximum 20 marks
4	Demo of Device as Per RFP requirements & Other Qualitative Analysis (A hard copy of the presentation along with soft copy (PPT) in	40	Evaluation would be done based on the proposed integrated form factor for deployment: 1. Demonstration of IRIS Scanner & Compliance with Hardware specifications as given in



SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
	CD/DVD should be attached with the technical bid)		RFP-10 Marks 2. Description on compatibility of IRIS Scanner device with the existing e-PoS Device-15 Marks 3. Description on Approach/methodology, work plan & contingency measure as per the scope of RFP - 15 Marks

#### 8.6. Opening of the Pre-Qualification-cum-Technical Bid:

The Bids received up to the specified time and date will be opened for evaluation on the schedule time and date. The technical Bids will be opened in the presence of representatives of the Bidders who choose to attend the same. However, Bids may be opened even in the absence of representatives of one or more of the Bidders. Bidders scoring 70 or above in credential score shall be qualified for opening of their Financial proposal.

#### 8.7. Opening of Financial Proposal:

Financial bid of only those bidders whose technical score (as per the technical evaluation) is 70 (seventy) or above shall be considered for opening of the financial bid. The Financial proposals of the technically qualified bidders will be opened and the L1 bidder will be the preferred bidder. If the total number of technically qualified applicants falls short of three in number (or less than three applicant could score 70 marks in the technical evaluation) then the Tender Inviting Authority may consider to reduce the technical eligibility score to an extent so that minimum three applicant qualify for opening of Financial bid. However, in no circumstances the eligible technical score shall be less than 60 marks.

- a) OSCSC reserves the right to ask for detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.
- b) In case of tie, the bidder with highest technical score will be awarded the contract.

#### 8.8. Short-listing and Selection

- a) Bidders shall be ranked as per their financial quote (offered price). The bidder having lowest financial quote (offer price) shall be the most preferred bidder.
- b) The preferred bidder (L1 Bidder) shall be invited for signing the contract. However, the Second Ranked Bidder shall be kept in reserve and may be invited (at the discretion of the authority) to take-up the contract in mutually agreed terms in case the first ranked bidder withdraws, blacklisted or otherwise become ineligible for entering into a valid contract with the Government.
- c) Tender Inviting Authority (TIA) reserves the right to ask for detailed cost-sheet, if necessary, for price rationalization from the preferred Bidder.
- d) TIA reserves the right to cancel the whole tender process in case TIA feels



that the price quoted by the preferred bidder is not reasonable and may invite fresh proposals.

- e) TIA reserves the right to cancel the whole tender process without assigning any reason thereof.

#### **8.9. Negotiation**

Contract negotiations will then be scheduled with qualified Agency. Negotiations will commence with a discussion on technical proposal, the proposed concept, staffing and Price Proposals. After the contract has been successfully negotiated, selected Agency will be issued Letter of Intent (LoI) by FS&CW Department.

#### **8.10. Late Bids**

- a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
- b) The bids submitted by telex/telegram/fax/e-mail etc. shall not be entertained. No correspondence will be entertained in this matter.
- c) FS&CW Department/OSCSC LTD shall not be responsible for any postal delay or non-receipt/non-delivery of the documents. No further correspondence on the subject will be entertained.
- d) FS&CW Department/OSCSC LTD reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

### **9. Instructions to the Bidders**

#### **9.1. General Instructions**

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, 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 in relation to this RFP.

All information supplied by the bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the FS&CW Department/OSCSC LTD on the basis of this RFP.

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

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

## 9.2. Compliant Proposals/Completeness of Response

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.

Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected.

### Bidders must:

- a) *Include all documentation as specified in this RFP;*
- b) *Follow the format of this RFP and respond to each element in the order as set out in this RFP;*
- c) *Comply with all the requirements as set out in this RFP. The documents once submitted by the bidder in sealed cover along with the tender paper are final. No further document or communication will be entertained once the tender is opened.*

## 9.3. Pre-Bid Conference

- a) There shall be pre-bid conference under this request for proposal. Therefore, it is essential for the interested bidders to carefully read, interpret and understand the clauses as given in this RFP document and submit their relevant queries through mail [mdoscsc@gmail.com](mailto:mdoscsc@gmail.com) on or before 04/10/2019 till 1700 Hours. Any such queries beyond this schedule date & time shall not be entertained for discussion during the pre-bid conference. The pre-bid conference shall be held on date 09/10/2019 at 1600 Hours at OSCSC Ltd Head Office. Only one authorised person from each interested bidding company shall remain present in the meeting.
- b) The queries should necessarily be submitted in the 'word or excel file' in the following format:

SL NO	RFP DOCUMENT REFERENCE (S) - SECTION & PAGE NUMBER (S)	CONTENT OF RFP REQUIRING CLARIFICATION(S)	POINTS OF CLARIFICATION
1			
2			

- c) FS&CW Department/OSCSC LTD shall not be responsible for ensuring that the bidders' queries have been received by them.
- d) Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum (if any)
  - i. The Nodal Officer notified by the FS&CW Department/OSCSC LTD will endeavour to provide timely response to all queries. However, FS&CW Department/OSCSC LTD makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor does FS&CW Department/OSCSC LTD undertake to answer all the queries that have been

- posed by the bidders. At any time prior to the last date for receipt of bids, FS&CW Department/OSCSC LTD may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum or addendum.
- ii. The Corrigendum/Addendum (if any) & clarifications to the queries from all bidders will be posted on the website [www.foododisha.in](http://www.foododisha.in), [www.oscsc.in](http://www.oscsc.in), [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in)
  - iii. Any such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
  - iv. The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.

In order to provide prospective Bidders reasonable time for taking the corrigendum/addendum into account, FS&CW Department /OSCSC LTD. may, at its discretion, extend the last date for the receipt of Proposals.

#### **9.4. Authentication of Bids**

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal.

#### **9.5. Bid integrity**

Wilful misrepresentation of any fact within the Bid will lead to cancellation of the contract without prejudice to other actions that the FSCW/OSCSC may take. All the submissions, including any accompanying documents, will become property of SBI. The Bidders shall be deemed to license, and grant all rights to FSCW/OSCSC, to reproduce the whole or any portion of their product for the purpose of evaluation, to disclose the contents of submission to other Bidders and to disclose and/or use the contents of submission as the basis for RFP process.

### **10. Key Requirements of the Bid**

#### **10.1. Right to Terminate the Process**

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

#### **10.2. RFP Document Fees**

RFP document can be downloaded from the website [www.foododisha.in](http://www.foododisha.in), [www.oscsc.in](http://www.oscsc.in), [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). The bidders are required to submit the document fee (non-refundable) of Rs. 10,000/- (Rupees ten thousand) only by Demand Draft in favour of "Odisha State Civil Supplies Corporation Ltd (OSCSC)", payable at Bhubaneswar, from any of the scheduled banks/Nationalised Banks

along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

### **10.3. Earnest Money Deposit (EMD)**

Bidders shall submit, along with their Bids, EMD of Rs 20.00 Lakh (Rupees twenty lakh) only, in the form of a Demand Draft/Bank Guarantee issued by any of the scheduled banks/Nationalised Banks in favour “**Odisha State Civil Supplies Corporation Ltd. (OSCSC), payable at Bhubaneswar**”, and should be valid for **90 days** from the due date of the RFP.

- a) EMD of all unsuccessful bidders would be returned/refunded by FS&CW Department/OSCSC LTD within 1 month of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder would be returned upon submission of Performance Security.
- b) The EMD amount is interest free and will be returned/refundable to the unsuccessful bidders without any accrued interest on it.
- c) The bid/proposal submitted without EMD, mentioned above, will be summarily rejected. The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity.
- d) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP, the EMD will be forfeited.

### **10.4. Award of contract**

#### **Right to Accept Any Proposal and to Reject any or all Proposal(s)**

The FSCW Dept reserves the right to accept or reject any proposal and to annul the tendering process/public procurement process and reject all 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 action taken.

### **10.5. Notification of Award**

- a) FSCW Department/OSCSC Ltd will notify the successful bidder within 180 days of receiving proposals in writing or by fax or email. In case the tendering process is not completed within the stipulated period, FS&CW Department/OSCSC Ltd may request the bidders to extend the validity period of the bid beyond 180 days.
- b) The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of performance security, FSCW Department/OSCSC Ltd will notify each unsuccessful bidder and return their EMD.

#### **10.6. Contract Finalization and Award**

- a) FS&CW Department/OSCSC LTD reserves the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis, the draft contract agreement would be finalized for award & signing.
- b) FS&CW Department/OSCSC LTD may also decrease or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may be changed on the basis of the rates defined in the financial proposal.
- c) FS&CW Department/OSCSC LTD reserves the right to make necessary negotiations, as deemed appropriate, with the selected bidders for amicable distribution of Units (if any unit left un-bided or otherwise) depending upon the project priorities and to safe guard the public interest there upon.

#### **10.7. Performance Security**

The selected bidder would be required to provide a Performance Security either in form of Demand Draft from any Nationalised Bank or in form of Performance Bank Guarantee from any Nationalised Bank, within 15 days from the notification of award, for a value equivalent to @10% of the total work order. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder shall be responsible for extending the validity date of the performance security as and when it is due on account of non-completion of the project and warranty period. In case the selected bidder fails to submit performance security within the stipulated time, the FSCW Dept at its discretion may cancel the order placed in favour of the selected bidder without giving any notice. The FSCW Dept/OSCSC Ltd shall invoke the performance security in case the selected vendor fails to discharge contractual obligations during the period or GoO incurs any loss due to vendor's negligence in carrying out the project as per the agreed terms and conditions.

Irrespective of the any status of an entity as a bidder applying for the bid and if awarded for the bid after due selection, have to deposit the performance security deposit within the time schedule.

#### **10.8. Signing of Contract**

After FSCW Dept./OSCSC Ltd notifies the successful bidder that its proposal has been accepted, the two parties shall enter into a contract, incorporating all clauses of pre-bid clarifications and the proposal of the bidder, between FSCW Dept/OSCSC Ltd and the successful bidder.

#### **10.9. Failure to Agree with the Terms and Conditions of the RFP**

Failure of the successful Bidder to agree with the Terms and Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event FSCW Dept/OSCSC Ltd may award the contract to the next best value bidder to award in L1 rate or call for new bids.

#### **10.10. Dispute Resolution Mechanism**

The Bidder and FSCW Dept/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 FSCW Dept/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 FSCW Dept/OSCSC Ltd and the bidder, it will be referred to the Commissioner-cum-Secretary, FS & CW Department for negotiation and his decision will be final and binding on both the parties.

#### **10.11. 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.

#### **10.12. 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:

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c) 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.

#### **10.13. 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.

#### 10.14. Fraud and Corrupt Practices

- a) The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, FSCW Dept/OSCSC Ltd shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, FS & CW Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the bid security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder s Proposal.
- b) Without prejudice to the rights of FSCW Dept/OSCSC Ltd under Clause above and the rights and remedies which FSCW Dept/OSCSC Ltd may have under the LOI or the Agreement, if a bidder is found by FSCW Dept/OSCSC Ltd to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the selection process, or after the issue of the Work Order or the execution of the agreement, such Bidder shall be ineligible to participate in any tender or RFP issued by FSCW Dept/OSCSC Ltd, any Department of State Govt. during a period of 2 (two) years from the date of such Bid.
- c) For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
  - i. “corrupt practice” means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of OSCSC who is or has been associated in any manner, directly or indirectly with the Selection Process.
  - ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
  - iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person (s) participation or action in the Selection Process;
  - iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by FSCW Dept/OSCSC Ltd with the objective of canvassing, lobbying or in any manner influencing or



attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

- v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

### 10.15. Payment Schedule

Payments shall be made to the successful Bidder as per the following Schedule:

SL NO	PAYMENT SCHEDULE	FEE PAYABLE	DOCUMENTS
1	On delivery, installation and commissioning of the IRIS Scanners at the locations specified by the State Government	@ 85% of the Order value of the quantity delivered	Payable against the following: 1) Original Invoice 2) Delivery acknowledgment at Fair Price Shops/PACSS 3) Post Delivery Inspection Certificate
2	On completion of Warranty of 1 year from the date of acceptance sign off.	@ 5% of the Order value of the quantity delivered	Payable against successful completion of warranty for the period of 1 year from the date of acceptance sign off.
3	On completion of Warranty of 2 years from the date of acceptance sign off.	@ 5% of the Order value of the quantity delivered	Payable against successful completion of warranty for the period of 2 years from the date of acceptance sign off.
4	On completion of Warranty of 3 years from the date of acceptance sign off.	@ 5% of the Order value of the quantity delivered	Payable against successful completion of warranty for the period of 3 years from the date of acceptance sign off.

### 10.16. Payment Terms

- a) The successful Bidder will be compensated after adjustments against the penalties levied with respect to the MSA defined in the Contract.
- b) The entire cost for supply, installation and commissioning of the IRIS Scanners along with the 36 month comprehensive onsite warranty for the Contract Period will be borne by the successful Bidder and factored in his Commercial Proposal submitted in response to the RFP.
- c) The Total Contract Value quoted in the Commercial Bid should cover all costs anticipated by the successful Bidder, on the basis of requirements listed in the RFP. This would include, but not be limited to:
  - i. Supply, installation and commissioning of all the IRIS Scanners at respective locations.
  - ii. AMC costs for 3 years after the date of acceptance sign-off.
  - iii. Any other anticipated costs for providing the Services for achievement of MSA.



- d) The successful Bidder will be solely responsible to bear the cost of any items that are not quoted or are under quoted in this Proposal, but are required to meet the MSA or any other requirements as stated in the RFP. No additional payment for these components would be made to the successful Bidder.
- e) The successful Bidder would be paid as per the milestones given in the Payment Schedule.
- f) For payments, the successful Bidder will be required to raise invoice along with the required statutory documents. OSCSC/FSCW Department will make payment to the successful Bidder, after the verification of invoice amount, related documents and adjustment of penalties, within 30 days of submission of the correct and valid invoice.
- g) Except as otherwise provided for herein or as agreed between the parties in writing, OSCSC/FSCW Department shall not be required to make any payments in respect of the Services other than those covered in the RFP and/or in Contact.

#### **10.17. Additional Costs**

- a. All payments shall be made after adjustments against MSA based penalties, if any.
- b. No invoice for extra work/charge order will be submitted by the successful Bidder unless the said extra work/change order has been authorized/approved by OSCSC/FSCW Department in writing.
- c. OSCSC/FSCW Department shall make payments after withholding tax deductible at source as appropriate.
- d. No such advance payment in any respect shall be released to the successful bidder prior to fulfillment of necessary conditionality as defined in the RFP.

#### **10.18. Invoicing and Settlement**

The successful Bidder will submit invoices in accordance with the following principles:

- a. Generally and unless otherwise agreed in writing between the parties or expressly set out in this Contract, the successful Bidder shall raise an invoice for successful delivery of Services as per the milestones defined in the Payment Schedule.
- b. The invoice shall be submitted along with necessary approval/signoff/acceptance/certification provided by the concerned authorities for the respective deliverables linked with the payment milestone, failing which OSCSC/FSCW Department reserves the right to reject the invoices.
- c. Along with the invoice, the successful Bidder is required to submit the deliverables linked with the payment milestone in softcopy and hardcopy formats, as applicable failing which OSCSC/FSCW Department reserves the

- right to reject the invoices.
- d. Invoices shall be accurate and all adjustments (if any) to payments to be made to the successful Bidder shall be applied to the next payment invoice of the successful Bidder.
  - e. OSCSC/FSCW Department shall be entitled to delay or withhold payment of any invoice or part of it delivered by the successful Bidder where:
    - i. OSCSC/FSCW Department disputes such invoice or part of it provided that such dispute is bonafide.
    - ii. OSCSC/FSCW Department disputes any previous invoice or part of it that it had not previously disputed as per the dispute resolution process specified in the RFP, provided that such dispute is bonafide.
    - iii. The withheld amount in both the above cases shall be limited to that which is in dispute. The disputed amount in both the above cases shall be referred to the procedure as set out in dispute resolution process.
    - iv. Any software/operating system/application supplied with the hardware is found pirated/incompatible.
    - v. The supplied hardware/software is found to be non-compliant to the agreed specifications/standards as mentioned in the contract.
    - vi. Any deviation observed in the quality/quantity of the procured hardware/software in comparison to the agreed terms specified in the contract.
    - vii. Any exercise by OSCSC/FSCW Department under this clause shall not entitle the successful Bidder to delay or withhold provision of the services.

#### **10.19. Financial**

- a) The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage)/Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tenderer, if the agency fails to start execution of the project within 15 days from date of placing the work order, the EMD shall stand forfeited without giving any further notice.
- b) The successful Tenderer will have to deposit a Performance Security Deposit of @10% of the Work Order Value, either in form of Demand Draft from any Nationalised Bank or in form of Performance Bank Guarantee from any Nationalised Bank, drawn in favour Managing Director, OSCSC Ltd covering the period of contract. In case, the contract is further extended beyond the initial period, the performance security will have to be accordingly renewed by the successful tender (s). The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the vendor.

- c) In case of breach of any terms and conditions, the Performance Security Deposit of the vendor shall be liable to be forfeited besides annulment of the agreement.
- d) The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- e) In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- f) All disputes shall be under the jurisdiction of the court at the place where the FS & CW Department/OSCSC Ltd is located, i.e. Bhubaneswar. The successful bidder will enter into an agreement with FSCW Department/OSCSC Ltd for successful execution of the project, as per the requirement of the FSCW Department/OSCSC Ltd on above terms and conditions.
- g) **Transit Insurance:** The IRIS Scanners to be supplied under the Contract shall be fully insured against any loss during transit from OEM site to client site. The insurance charges will be borne by the supplier and OSCSC will not pay such charges. The bidder has to submit the certificate of insurance covering all the risks mentioned above.

#### **10.20. 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.

#### **10.21. 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.

#### **10.22. Action for Breach of Contract**

It is the responsibility of the Service Provider 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 FSCW 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 FSCW Department/OSCSC Ltd. The decision of the Commissioner-Cum-Secretary, FS&CW Department would be final and binding on the Parties.

#### 10.23. 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.

#### 10.24. Miscellaneous Conditions:

- a) **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.
- b) **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.
- c) **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.
- d) **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.

#### 11. Annexure:

SL NO	PARTICULARS OF ANNEXURES	FORMAT
1	Letter of Proposal	Annexure-1
2	Format for Power of Attorney	Annexure-2
3	Particulars of Bidder	Annexure-3
4	Financial capabilities of the Bidder	Annexure-4
5	Work Experience of the Bidder	Annexure-5
6	Approach, Methodology and work plan	Annexure-6
7	Covering Letter for Financial Proposal	Annexure-7
8	Format For Financial Proposal	Annexure-8
9	Self Declaration for not been Black listed	Annexure-9
10	Certificate of Dealership/Authorization Letter	Annexure-10
11	Format For Performance Security	Annexure-11
12	District wise List of Distribution of IRIS Scanners	Annexure-12

**Letter of Proposal**

To,

The Managing Director  
Odisha State Civil Supplies Corporation  
C/2, Nayapalli, Bhubaneswar  
PIN-751012

Sub: **Pre-Qualification-cum-Technical Proposal** for 'Procurement, Installation, Commissioning & Maintenance of IRIS Scanners at Fair Price Shops & PACSs' at different locations in the State of Odisha.

Madam/Sir,

With reference to the RFP dated \_\_\_\_\_ for the above captioned project and clarification issued by FS&CW Department/OSCSC LTD, Odisha thereof, I \_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our **proposal for 'Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACs' in different locations in the State of Odisha.** The proposal is unconditional and unqualified.

1. All information provided in the Proposal and in the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
2. This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
3. I shall make available to FS&CW Department/OSCSC LTD any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
4. I acknowledge the right of the FS&CW Department/OSCSC LTD to reject our application without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
5. I certify that in the last three years, we or any of our Associates have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

**I declare that:**

1. I have examined and have no reservations to the RFP Documents, including any Addendum issued by the FS&CW Department /OSCSC LTD.;
2. I have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, in respect of any tender or request for proposal issued by or any agreement entered into with the FS&CW Department /OSCSC LTD. or any other public sector enterprise or any government, Central or State; and

3. I hereby certify that we have taken steps to ensure that, no person acting for us or on our behalf will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.
4. I understand that you may cancel the Selection Process at any time and that you are neither bound to accept any Proposal that you may receive nor to select the Agency, without incurring any liability to the Bidders.
5. If our Firm is qualified on the basis of minimum eligibility criteria, we shall make a presentation on Approach & Methodology and work plan to FS&CW Department /OSCSC LTD. on the date specified in the intimation received from FS&CW Department.
6. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed).
7. In the event our firm is selected as the Agency for this project we shall enter into a contract with FS&CW Department /OSCSC LTD.
8. The Financial Proposal is being submitted in a separate cover. This Technical Proposal read with the Financial Proposal shall constitute the Application which shall be binding on us.
9. The information provided herewith is true and correct to our best knowledge. If any discrepancies are found in the information provided or if the information provided is not correct, our firm would be fully responsible for that. We understand in such cases our bids are liable to be rejected.

Yours faithfully

Signature, name and designation of the authorized signatory  
(Name and seal of the Bidder)

**Power of Attorney (Sample)**

Know all men by these presents, we, (name of Firm and address of the registered office) do hereby constitute, nominate, appoint and authorize Mr / Ms..... son/daughter/wife and presently residing at....., who is presently employed with us and presently holding the position of.....as our tour and law full atorny (hereinafter referred to as the “Authorized Representative”) 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 **Proposal for ‘for Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACSs’ in different location at the State of Odisha**, but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-proposal and other conferences and providing information/ responses to the FS&CW Department /OSCSC LTD. , representing us in all matters before the FS&CW DEPARTMENT /OSCSC LTD., signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the FS&CW Department /OSCSC LTD in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us till the entering into of the Agreement with the FS&CW Department /OSCSC LTD .

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Representative 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 Authorized Representative 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.....

(Signature, Name, Designation, Address)

Witnesses:

- 1.
- 2.

Notarized

Accepted

**Notes:**

..... (Signature,  
Name, Designation and address of attorney)

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure. The Power of Attorney should be executed on a non-judicial stamp paper of Rs. 100 (Rupees Hundred) and duly notarized by a notary public.

**Particulars of the bidder**

RFP No \_\_\_\_\_ Date \_\_\_\_\_

SL NO	Particular of the Bidder	Details to be filled up by The Bidder	Page Number at which the document in proof is attached
1	Name of the Company		
2	Status of the Company		
3	Address of the Registered Office		
4	Telephone No & Contact Person Detail		
5	E-mail Address		
6	Website Address		
7	Registration No/date		
8	Incorporation Certificate No.& Date		
9	GSTIN Number		
10	PAN Card Number		
11	IT Return Copy for the last three Financial Years FY-2015-16,2016-17 & 2017-18	Ack. IT Copy No- Ack. IT Copy No- Ack. IT Copy No-	
11	Average Annual Turnover of the Company In 05(Five) Financial Years FY-2013-14, 2014-15, 2015-16,2016-17 & 2017-18	FY13-14- FY 14-15- FY 15-16- FY 16-17- FY17-18-	
12	Net worth (measured as paid-up capital plus free reserves) for each of the last 05(Five) audited financial years FY-2013-14, 2014-15, 2015-16,2016-17 & 2017-18	FY13-14- FY 14-15- FY 15-16- FY 16-17- FY17-18-	
13	Tender Fees Detail	DD No-	
14	EMD Submission Detail	DD No/BG No.-	
15	Name of the Authorized person (Copy of Power of Attorney to be Enclosed)		

Signature of the Bidder

Date :

Place:



**Financial Capacity of the Bidder( Average Annual Turnover)**

Sl. No.	Financial Year	Annual Turnover in Lakhs
1.	2013-14	
2.	2014-15	
3.	2015-16	
4.	2016-17	
5.	2017-18	
Average Annual Turnover		

**Financial Capacity of the Bidder( Net Worth)**

Sl No.	Financial Year	Net Worth In Lakhs	Profit after Tax
1.	2013-14		
2.	2014-15		
3.	2015-16		
4.	2016-17		
5.	2017-18		

**Certificate from the Statutory Auditor**

1. This is to certify that \_\_\_\_\_ (name of the Applicant) has received the payments shown above against the respective years on account of professional fees. And the Average Turnover of the Firm in the last 05 years is Rs. \_\_\_\_\_ (In words).
2. This is to certify that \_\_\_\_\_ (name of the Applicant) has the positive net worth/Profit after Tax as shown above against the respective 05 financial years, which is matching with the books of accounts and the Audited Statement of account.

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

Date:

(Signature, name and designation of the authorized signatory)

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.

**Work Experience of the Bidder**

The following information should be provided for having experience in Supplying, Commissioning & Maintenance of IRIS Scanner to Govt. Departments/PSUs in the last 5(Five) financial years ending with FY2018-19.

<i>Sl No.</i>	<i>Name of the Indenting Authority ( Central Govt./State Government/ PSUs)</i>	<i>Work Order Number /Date</i>	<i>Work Order Value / Contract Value</i>	<i>Number of IRIS Scanner Supplied to the Indenting Authority</i>	<i>Page Number at which the Work Order Copy &amp; Work Completion Certificate enclose in the Bid</i>
1					
2					
3					
4					
5					

**IMPORTANT:**

The bidder should attach the relevant work order copies along with the work Completion certificates in proof of the information as given above. In case the bidder is continuing with a ongoing project, it must submit a certificate from the client for the IRIS quantity already supplied with the paid value for evaluation.

(Signature, name and designation of the authorized signatory)

(To be furnished in the Technical Proposal)

**Approach, Methodology & Work Plan**

The **approach section** should highlight the issues and current thinking on best practice that will indicate the manner in which the team will approaches this project.

The **methodology section** should provide insight and consideration of each of the main task areas specified in the terms of reference. This section should highlight each of the main task area, specify what activities will be undertaken by whom & at what stage in the project and should clearly set out the specific deliverables.

The **work plan section** should show the methodology graphically in such relevant project or by means of a Gantt chart or other recognized project management tool, showing the task area, the activities to be undertaken and the **timing of deliverables** keeping in mind the time frame mentioned in the Terms of Reference.

Authorized Signatory [*In full and initials*]: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

(Company Seal)

**Covering Letter for  
Financial Proposal  
(On the Bidders Letterhead)**

To

**The Managing Director  
Odisha State Civil Supplies Corporation  
C/2, Nayapalli, Bhubaneswar  
PIN-751012**

**Sub: Proposal for 'for Procurement, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACs' in different location in the State of Odisha Regarding Financial Proposal**

Dear Sir,  
I, \_\_\_\_\_

enclose herewith our Financial Proposal for selection of our firm as Agency to carry out **Proposal for 'Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACSs' in different location in the State of Odisha.** Please note that the financial proposal does not contain any conditions and is submitted as per the prescribed format. In case of any discrepancy, our firm will be solely responsible for the same. I agree that this offer shall remain valid for 180 (One Hundred Eighty) days from the bid due date or such further period as may be mutually agreed upon.

We attach hereto the detailed commercial proposal breakup as required by the Bid document, which constitutes our proposal. We undertake, if our proposal is accepted, we will obtain a performance security issued by a nationalized bank in India, acceptable to Odisha State Civil Supplies Corporation Ltd. (OSCSC), for a sum equivalent to make it 10% of the total price as quoted in our commercial proposal of the Bid document for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions in the Bid document and also agree to abide by this Bid response for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us, until within this period a formal contract is prepared and executed, this Bid response, together with

your written acceptance thereof in your notification of award, shall constitute a binding contract between us.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the Odisha State Civil Supplies Corporation Ltd. (OSCSC), is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead the Odisha State Civil Supplies Corporation Ltd. (OSCSC), as to any material fact.

We agree that you are not bound to accept the lowest or any Bid response you may receive. We also agree that you reserve the right in absolute sense to reject all or any if the products/ service specified in the Bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Yours faithfully,

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Designation: \_\_\_\_\_

**FINANCIAL PROPOSAL FORMAT**

Name of Work: Proposal for 'Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shop & PACSs' at different location in the State of Odisha

IRIS Scanner Model Name \_\_\_\_\_ Model Code \_\_\_\_\_

Particulars	Price per Unit of Iris Scanner with 3 years onsite warranty In Rs.
Unit Price per IRIS Scanner in INR (Inclusive of all incidental and ancillary cost, duties, levies, other taxes & exclusive GST)	
Add : GST @ _____%	
<b>Total Unit Price per IRIS Scanner in INR (Inclusive of GST) In Figure</b>	
<b>Total Unit Price per IRIS Scanner in INR (Inclusive of GST) In Words</b>	

**Note:**

- a. GST as applicable shall be paid extra by FS&CW Department/OSCSC Ltd.
- b. In case of any discrepancies in the prices mentioned in the figure and word, the prices mentioned in the words would be considered as final price.
- c. Only fixed price financial bids indicating total price for all the deliverables and services specified in the RFP will be considered
- d. The payment shall be done based on the prevalent tax rates at time of payment & TDS shall be deducted at appropriate percentages as per IT Act/GST.
- e. Any conditional bid will not be accepted & No advance payment shall be paid
- f. Lowest bid among financial bid will win the bid.
- g. In case of a tie the bidder with higher technical score will be awarded the contract.

Signature of the Agency:

Address:

Date:

Place:

## Form for self-declaration of not been Blacklisted

(To be submitted in the form of court affidavit)

{Place}

{Date}

To,

The Managing Director  
Odisha State Civil Supplies Corporation Limited  
C/2, Nayapalli, Bhubaneswar  
Odisha, Pin 751012

Ref: RFP Notification no <xxxx>dated <dd/mm/yy>

**Subject: Declaration of not been blacklisted in response to the RFP for**  
‘Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at  
Fair Price Shop & PACSs’ at different location in the State of Odisha.

Dear Sir,

We confirm that our company, \_\_\_\_\_, is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the last five financial years and up to the date of submission of bid.

Place: Date:

Bidder’s Company Seal:

Authorized Signatory’s Signature:

Authorized Signatory’s Name and Designation:

Note: The Bidder shall necessarily provide a copy of ‘Power of Attorney’ authorizing the signatory for signing the Bid on behalf of the Bidder in its Pre-Qualification Bid.

## Certificate of Dealership/Authorization Letter

(Letter on the OEM Letterhead)

Date:

XX/XX/XXXX

To,

The Managing Director  
Odisha State Civil Supplies Corporation Limited  
C/2, Nayapalli, Bhubaneswar  
Odisha, Pin-751012

Sir,

This is to certify that I/We am/are the Original Equipment Manufacturer in respect of the products listed below. I/We confirm that

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to FS&CW Department/OSCSC Ltd, as per your Request for Proposal (RFP) for **'Procurement, Installation, Commissioning & Maintenance of IRIS Scanner at Fair Price Shops & PACSs at different locations in the State of Odisha**
- We endorse the three years' onsite warranty, contracting and licensing terms provided by <Bidder> to FSCW/OSCSC.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

The authorization will remain valid till <Date of renewal of dealership>

Sr. No.	Product Name
1	<Fill Model number and Product name>
2	...

Thanking You,

Yours Faithfully

[Authorized

Signatory]

[Designation]

[Date and

Time]

[Seal]

[Business Address]

*\* To be provided by the OEMs of IRIS Scanner)*

*(To be supported by OEM Company incorporation Certificate)*



**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:

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

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

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.

## District wise List of Distribution of IRIS Scanners

SL No	Name of the District	Number of IRIS Scanner to be Supplied to FPSs	Number of IRIS Scanner to be Supplied to PACSs	Total Number of IRIS Scanner to be Supplied (FPSs+PACSs)
1	ANGUL	492	122	614
2	BALASORE	856	186	1,042
3	BARAGARH	213	75	288
4	BHADRAK	351	140	491
5	BOLANGIR	201	205	406
6	BOUDH	54	55	109
7	CUTTACK	797	265	1,062
8	DEOGARH	59	38	97
9	DHENKANAL	465	104	569
10	GAJAPATI	57	57	114
11	GANJAM	536	508	1,044
12	JAGATSINGHPUR	386	137	523
13	JAJPUR	653	159	812
14	JHARSUGUDA	126	42	168
15	KALAHANDI	200	136	336
16	KANDHAMAL	104	29	133
17	KENDRAPARA	584	151	735
18	KEONJHAR	228	57	285
19	KHORDHA	316	179	495
20	KORAPUT	267	54	321
21	MALKANGIRI	86	10	96
22	MAYURBHANJ	498	68	566
23	NAWARANGPUR	169	18	187
24	NAYAGARH	164	202	366
25	NUAPADA	87	34	121
26	PURI	464	239	703
27	RAYAGADA	166	22	188
28	SAMBALPUR	202	64	266
29	SONEPUR	111	83	194
30	SUNDERGARH	391	61	452
<b>Total Number of IRIS Scanners</b>		<b>9,410</b>	<b>3,500</b>	<b>12,783</b>

(127 numbers of IRIS already supplied to Bhubaneswar Municipal Corporation (BMC) for Pilot)  
**N:B: The above listed district wise IRIS Scanner is indicative nature and may invariably be changed keeping the total number as given in the RFP**

**\*\*\*&&&\*\*\***