

# **Odisha State Civil Supplies Corporation Limited**

( A Govt. of Odisha Undertaking) Registered Office: C/2, Nayapalli, Bhubaneswar-751012 Tel No: 0674-2395391, Fax No-0674-2395291, Website: www.oscsc.in

RFP Advt. No. 146 MD/ OSCSC/Dated 09 / 10 / 2024

# Request for Proposal (RFP)

For

'Selection of Agency for up-Gradation of electronic Point of Sale (e-PoS) Devices installed at Fair Price Shops in the 30 Districts of Odisha with built in UIDAI/STQC approved/certified L1 Fingerprint scanner & 4G Network Compatibility'



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# RFP Advt. No. 146 [MD / OSCSC, Date: 09/ 10 / 2024

Odisha State Civil Supplies Corporation Limited invites proposals from interested bidders being registered in India as per Government of India Company Registration Act 1956/2013, for 'Selection of Agency for up-Gradation of electronic Point of Sale (e-PoS) Devices installed at Fair Price Shops in the 30 Districts of Odisha with built in UIDAI/STQC approved/certified L1 Fingerprint scanner & 4G Network Compatibility'. The tender document with all information relating to the tender process, including cost of tender document, EMD, eligibility criteria, scope of work, terms & conditions, evaluation criteria and formats of submission of bid proposals, may be downloaded from the website www.foododisha.in & www.oscsc.in.

SI No	Event Description	Date	
1	Publication of RFP in website	14 / 10 /2024	
2	Pre-Bid meeting	<u>19</u> / <u>10</u> /2024 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012	
3	Last Date and time for submission of Proposal	06 / 11 /2024 by 1700 Hours	
4	Opening of Technical Proposal	08 / 11 /2024 by 1600 Hours	
5	Presentation by Bidders Qualified in Eligibility Criteria	The date and time will be intimated to the bidders by e-mail. Venue will be the Conference Hall of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.	
6	Opening of Financial Bid	To be intimated to the Technically Qualified Bidders through registered mail ID.	

Any amendment in the tender document due to decision in pre-bid meeting/extension of bid if any shall only be notified in the websites mentioned above. The proposals shall be submitted through Speed Post/Registered Post/courier only to 'Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha'. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

> -Sd/-Managing Director, OSCSC Ltd

#### Disclaimer

- The information contained in this Request for Proposal (hereinafter refer to as "RFP") document provided to the bidders by Odisha State Civil Supplies Corporation Ltd, (hereinafter refer to as OSCSC Ltd), 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 OSCSC Ltd, 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.
- OSCSC Ltd, 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.
- 6. OSCSC Ltd shall be the sole and final authority with respect to qualifying a bidder through this document. The decision of the tender inviting authority (TIA) 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.
- OSCSC Ltd may terminate the process at any time without assigning any reason thereof and upon such termination, OSCSC Ltd shall not be responsible for any direct or indirect loss or damage incurred to the bidder(s) arising out of such a termination.
- 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.

#### Abbreviations

The list of abbreviations used in RFP is as follows:

SL No	Short Form Used in RFP	Full Forms
1	RFP	Request for Proposal
2	TPDS	Targeted Public distribution Systems
3	FPS	Fair Price Shop
5	FS&CW Department	Food Supplies & Consumer Welfare Department
6	OSCSC Ltd.	Odisha State Civil Supplies Corporation Limited
7	DD/BG	Demand Draft/ Bank Guarantee
8	SLA	Service Level Agreement
9	EMD	Earnest Money Deposit
10	PPT	Power Point Presentation
11	AIT	Tender Inviting Authority
12	CSOs	Civil Supplies Officers
13	CCSOs	Chief Civil Supplies Officers
14	OEM	Original Equipment Manufacturer
15	MAF	Manufacturer Authorisation Form
16	L1 Bidder	Lowest One Bidder

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Section-1 Letter of Invitation (Fact Sheet)

## 1. Introduction:

The mandate of the FS & CW Department & Odisha State Civil Supplies Corporation (OSCSC) Ltd. is to ensure food security for the people through End-to-End Computerisation of Supply Chain Operations, starting from Paddy Procurement to Targeted Public Distribution operations. Department/OSCSC constantly endeavours to build an eco-system of e-Governance activities at all levels of supply chain operations, laced with updated ICT tools that establishes transparency and accountability.

## 2. Broad objective of the RFP:

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 foodgrains to the eligible beneficiaries seeking food security under National Food Security Act and State Food Security Scheme.

The electronic Point of Sale (ePoS) device fitted with L.0 fingerprint scanners and IRIS Scanners have been deployed at Fair Price Shops under Fair Price Shop Automation System project (FPSAS-both software application and Hardware) for distribution of subsidized foodgrains through online Aadhaar authenticated transactions. Apart from these, ePoS fitted with L.O fingerprint scanners and IRIS Scanners have also been deployed at Rice Receiving Centres-cum-Departmental Storage Centre (RRC-cum-DSC) to record electronic transactions in the State Godowns. It is integrated with the Supply Chain Management System (SCMS-hardware and software integration). At present, 14016 numbers of ePoS devices are in operation at Fair price shops.

## FS & CW Department is inviting tender for the following:

- a) up-Gradation of these existing 14,016 ePoS devices (Model: VISIONTEK GL-11) deployed at Fair Price Shops in the 30 Districts with L1 compatible and RD 2.0 certified Fingerprint Scanner.
- b) up-Gradation of total 14,016 e-PoS devices with 4G Network Compatibility.
- 3. Fact Sheet:

Clause Reference	Topic			
	'Selection of Agency for up-Gradation of electronic Point of Sale (e-PoS Devices installed at Fair Price Shops in the 30 Districts of Odisha with built in UIDAI/STQC approved/certified L1 Fingerprint scanner & 4G Network			

Clause Reference	Topic	
	Compatibility'	
Publication of RFP	The RFP shall be hosted in the website www.foododisha.in & www.oscsc.in.	
Scope of Work	<ol> <li>The RFP envisages to on-board selected firm(s)/agency(s) for the followings:</li> <li>Up-Gradation of these existing 14,016 ePoS devices (Model VISIONTEK GL-11) deployed at Fair Price Shops in the 30 District built in UIDAI/STQC approved/certified L1 Fingerprint scanner.</li> <li>Up-Gradation of total 14,016 e-PoS devices with 4G Network Compatibility.</li> <li>The district-wise number of e-PoS Devices listed at Annexure-A, is indicative and may increase or decrease if required with the L</li> </ol>	
Elisible Didd	approved rate.	
Eligible 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 a least 5 (five) years prior to the date of issue of this RFP and having experience in similar type of supply of e-PoS devices/IRIS Scanners & its allied services 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 2022-23. The bidder must have experience in supply of minimum 1000 numbers of e-PoS devices/IRIS Scanners to Govt. Departments/PSUs in last five financial years ending with FY 2022-23. Consortiums are not allowed. An OEM can participate directly and issue MAF to other interested bidders to participate in order to have a competitive bidding process.	
Specification of UIDAI/STQC approved/certified L1	The UIDAI/STQC approved/certified L1 Fingerprint scanner must be UIDAI's Registered Device Services (RD) 2.0 Certified, STQC Certified and compatible with the e-PoS devices Model: VISIONTEK GL-11 deployed by the FS & CW	
Fingerprint scanner:	Department in 14,016 Fair Price Shops in the State.	
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 the date of issue of LoI onwards, which may further be extended to another one year depending upon the performance.	
Method of Selection	<ol> <li>The bidder must have minimum pre-qualification criteria as detailed in the RFP.</li> <li>The Bidder with technical score 70 &amp; above shall be qualified &amp; will be eligible for evaluation of Financial bid.</li> <li>Least Cost quoted in Financial bid evaluation will be awarded the work.</li> </ol>	
anguage 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 exclusive of tax.	
ender Document Fee	Along with the proposal, the bidder needs to deposit Rs. 5,000.00 (Rupees five thousand) only in shape of a Demand Draft, drawn in favour of the Managing Director, Odisha State Civil Supplies Corporation Ltd., payable at Bhubaneswar, from any Scheduled Bank/Nationalized bank. This fee is non-refundable in nature.	
arnest Money Deposit EMD)	The pre-qualification bid should accompany Earnest Money Deposit (EMD) of amount Rs. 5,00,000.00 (Rupees five Lakhs) only, in the shape of	

<b>Clause Reference</b>	Торіс	
	Demand Draft drawn in favour of the Managing Director Odisha State Civil Supplies Corporation Ltd., 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 @6% of the total estimated work order cost.	
Bid document submission	One copy of the 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 and 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 envelopes should be kept in a separate envelope with clear superscription of the title of the RFP.	
Consortium	Keeping in view the Scope of Work, Consortiums/Joint Ventures/Sub- Contracting 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 www.foododisha.in & www.oscsc.in which can be downloaded 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, 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.	
Contact Details	General Manager (PDS), OSCSC Ltd, Bhubaneswar, Landline No. 0674-2390517	
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, Khordha, Odisha, PIN-751012. e-mail ID: mdoscsc@gmail.com	

 Schedule for the RFP Process: OSCSC Ltd shall follow the schedule below for conducting the RFP process:

SI No	<b>Event Description</b>	Date
1	Publication of RFP in website	14 / 10 /2024
2	Pre-Bid meeting	<u>19</u> / <u>10</u> /2024 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
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Section-2 Specification of the e-PoS Device

The details specification of the ePoS device installed at Fair Price Shops isgiven below:

## 1. Technical Specification of the e-PoS Device (Model: VISIONTEK GL-11)

SI	Description	Specifications
1	Processor	ARM Cortex A9
	CPU Speed	1GHz
	Flash Memory	4GB upgradable up to 8GB
	RAM Memory	512Mb upgradable up to 1GB
	Display	3.5 Inch Touch Screen TFT LCD with 320X240pixels 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
1	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
	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	Optical Fingerprint sensor	L.0 Optical Fingerprint sensor (ANSI 378 and ISO 19794 Complied)
6	Carry Bag	Shoulder Holster

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# 2. Application Features: The Present Server Application Features (Software)

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

# 3. ePoS Device Application Features (Software)

- Multilingual Application (English, Hindi and Local Language)
- b) Device authentication
- c) Dealers can acknowledge when stock is received.
- d) Dealers can maintain inventory details through the device.
- e) 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 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/do not take cost of foodgrains from citizen.
- g) After transaction is completed a receipt will be printed.
- h) 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.)
- k) FCI go down staff can generate delivery acknowledgment.
- Integration with Electronic Weighing Scale
- m) Aadhaar/Mobile seeding
- n) E-KYC of beneficiaries

#### 4. Technologies: Server Side

- 1. ASP.Net Core 2.1
- 2. SQL Server 2016
- 3. Windows Server
- Device Side (Installed ePoS device)
  - 1. QT Platform (Embedded Linux)
  - 2. Visiontek GL -11 SDK

# Specification of UIDAI/STQC approved/certified L1 Fingerprint scanner:

The UIDAI/STQC approved/certified L1 Fingerprint scanner must be UIDAI's Registered Device Services (RD) 2.0 Certified, STQC Certified and compatible with the e-PoS devices Model: VISIONTEK GL-11 deployed by the FS & CW Department in 14,016 Fair Price Shops in the State.

#### Section-3 Scope of Work

The details scope of work for up-Gradation of 14016 ePOS devices and other services are given below:

# 1. Up-Gradation of 14016 Numbers of ePoS devices

The up-Gradation of e-PoS devices includes,

- a) Currently 14016 numbers of ePoS devices have been installed at FPS are with L.0 Fingerprint scanner. In order to comply with UIDAI guidelines on upgrading field devices with L1 compatible and certified Fingerprint Scanner vide their Circular No.F.No.13021/1/2021-AUTH-I HQ dated 28.06.2024, these devices are to be upgraded with built in UIDAI/STQC approved/certified L1 Fingerprint scanner and successful bidder shall provision RD and management server services as required by UIDAI for the Contract Period and also update RD firmware as and when UIDAI instructs to do so without any additional cost.
- b) All the ePoS devices installed at FPS are with 3G Network Compatibility. These devices are to be upgraded with 4G Network Compatibility, where 4G enabled SIM card can be used in device.
- c) Selected System Integrator (SI) has to study the existing application deployed in ePoS device, develop the application similar to existing application & install the application in upgraded ePOS device & making it compatible with current infrastructure without any interruption in service.
- d) During up-Gradation process, System Integrator (SI) has to use genuine & good quality components.
- e) Selected System Integrator (SI) has to upgrade 5% buffer device stock of ePoS Device.
- f) Selected System Integrator (SI) has to ensure that Bar code scanner, IRIS Scanner & Electronic Weighing Scale are connected physically either through USB-A or USB-C port and requisite compatible cables for connecting Bar code scanner, Iris Scanner & Electronic Weighing Scale with epos devices.
- g) Selected bidder shall have to closely work with our existing System Integrator (SI) for obtaining product information, mechanical designs etc., but the existing System Integrator (SI) is obligated to provide information to that extent that their IPR (intellectual property rights) are not violated and sharing such information is at the sole discretion of the current System Integrator (SI). However, any information may be transferred should always be with the knowledge of FSCW/OSCSC.

# Other Services to be offered by Successful bidder during the contract period:

- a) To provide latest Aadhaar RD Services compatibility after upgrading to L1 Scanner.
- b) To use Aadhaar platform or other modes like Aadhaar OTP for bio-metric authentication after upgrading to L1 scanner.
- c) The upgraded devices with 4G Network shall be compatible with all Bands and Network operators working in India.
- d) The Successful Bidder is responsible for warranty of upgraded components as defined in this RFP for a minimum period of 3 years and shall provision 5% of buffer quantity of upgraded components with our existing System Integrator and replace faulty units that are returned back by our existing System Integrator with no additional cost during the contract period.
- e) The scope of existing System Integrator is to replace faulty component with buffer stock available given by successful bidder and handover faulty components on periodic basis at a central location in Odisha and successful bidder is bound to replace/repair faulty components within 24 working hours and handover back to our existing System Integrator.
- f) The entire cost of transportation from the Manufacturing Plant or Port of Landing to the designated destination as specified by OSCSC/FSCW Department shall be borne by the selected Bidder.

- 3. Packing of L1 Fingerprint 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.
- 4. Buffer Stock of UIDAI/STQC approved/certified L1 Fingerprint scanner: In case of malfunctioning of devices or parts, decreased performance of the UIDAI/STQC approved/certified L1 Fingerprint scanner, the solution provider 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 5% devices in each district. The service level agreement would include the condition of maintaining a buffer stock of 5% of buffer devices and accessory devices. However, no additional cost shall be provided for maintaining such Stock of buffer devices for each district level.

# 5. Post Delivery Inspection and Acceptance Sign-Off:

- a) The selected Bidder shall depute its technically qualified representative for commissioning/installing the delivered quantity of UIDAI/STQC approved/certified L1 Fingerprint scanner in presence of the nodal officer at all locations indicated in this RFP. The nodal officer will inspect the UIDAI/STQC approved/certified L1 Fingerprint scanner deployed and commissioned and fill up the post-delivery inspection report. The successful Bidder needs to replace the rejected UIDAI/STQC approved/certified L1 Fingerprint scanner 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 Service Level Agreement (SLA) section of the RFP.
- b) 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 and approved postdelivery 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 Go-live.

# 6. Warranty Period for UIDAI/STQC approved/certified L1 Fingerprint 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/Go-live.
- b) The warranty shall cover all the components and sub-components of the supplied UIDAI/STQC approved/certified L1 Fingerprint 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.

#### Reporting of Issues:

- a) The successful Bidder needs to provide the contact number of the OEM Helpdesk support, email ID and contact number of the successful Bidder's representative and addresses & contact numbers for OEM service centers. Any issue encountered with the UIDAI/STQC approved/certified L1 Fingerprint 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 incident and ensure resolution within the prescribed SLA timelines specified in RFP. Once incident has been resolved, confirmation email needs to be sent back to the person who reported the issue originally with a copy to OSCSC/FSCW Department.
- b) 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:
  - 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 UIDAI/STQC approved/certified L1 Fingerprint scanner and operating system compatibility.
  - ii. Providing information/clarification on the spot in case of an informational query or providing necessary troubleshooting assistance in case of a logged issue.
  - iii. 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.
- iv. 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.

## Section-4 Duration of the Contract

The successful bidder has to complete the up-Gradation of 14016 ePOS device within 12 weeks from the date of Work order & signing of Contract. The Go-live will be issued upon complete up-Gradation all the 14016 ePOS devices deployed on the ground and made available to successful bidder for up gradation at FPS level. The contract period is 36 months from the date of Go-live.

# Section-5 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 the 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 OSCSC Ltd. Any notification of preferred bidder status by the OSCSC Ltd. shall not give rise to any enforceable rights by the Bidder. OSCSC Ltd. may cancel this public bid process at any time prior to a formal written contract being executed by or on behalf of the OSCSC Ltd. c) 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 noncompliant and the Proposal may be rejected. Bidders must:
  - Include all documentation specified in this RFP;
  - 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 'Schedule for RFP process' via e-Mail to mdoscsc@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):

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

- c) OSCSC Ltd. 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 the OSCSC Ltd.
- d) The Nodal Officer notified by the OSCSC Ltd. will provide timely response to all queries. However, OSCSC Ltd. neither makes representation or guarantee as to the completeness or accuracy of any response made in good faith, nor does OSCSC Ltd. undertakes to answer all the queries that have been posed by the bidders. OSCSC Ltd. does not also guarantees 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, OSCSC Ltd. 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;
  - The Corrigendum (if any) will be posted on www.foododisha.in/www.oscsc.in;
  - ii. Any such corrigendum shall be deemed to be incorporated in this RFP;
- iii. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, OSCSC Ltd. May extend the last date for the receipt of proposals through publication in website.

#### Key Requirements of the Bid

a) Right to Terminate the Process: OSCSC Ltd. may terminate the RFP process at any time

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and without assigning any reason thereof. OSCSC Ltd. 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 the OSCSC Ltd. The bidder's participation in this process may result in OSCSC Ltd. selecting the bidder to engage towards execution of the contract.

- b) RFP Document Fee: The RFP document can be downloaded from www.foododisha.in/www.oscsc.in. The bidders are required to submit the Tender Fee only through Demand Draft drawn 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) Earnest Money Deposit (EMD): Bidders shall submit, EMD along with their Bids, in the form of a Demand Draft(DD) issued by any of the scheduled Banks/Nationalised Banks in favour " Managing Director, Odisha State Civil Supplies Corporation Ltd, payable at Bhubaneswar" which should be valid for 90 days from the due date of the RFP.
  - EMD of all unsuccessful bidders would be returned/refunded by the OSCSC Ltd within 1 month of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder(s) would be returned upon submission of Performance Security.
  - The EMD amount is interest free and will be returned/refundable to the unsuccessful bidders without any accrued interest on it.
  - iii. The bid/proposal submitted without EMD as mentioned above, will be summarily rejected. The EMD may be forfeited if a bidder withdraws its bid during the period of bid validity.
  - iv. In case of a successful bidder, if the bidder fails to submit performance security and sign the contract in accordance with this RFP within the scheduled date & time, the EMD will be forfeited.
- d) Performance Security: The selected bidder would be required to provide a Performance Security either in form of Demand Draft drawn from any Scheduled/Nationalised Bank or in form of Performance Bank Guarantee drawn in favour of the Managing Director, Odisha State Civil Supplies Corporation Ltd, payable at Bhubaneswar, from any Scheduled/Nationalised Bank within 15 days from the notification of award, for a value equivalent to @6% of the total work order cost/Contract Value. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The selected bidder(s) 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(s) fails to submit performance security within the stipulated time, the OSCSC Ltd., at its discretion may cancel the order placed in favour of the selected bidder(s) without giving any notice. The OSCSC Ltd shall invoke the performance security in case the selected vendor fails to discharge contractual obligations during the period or OSCSC Ltd incurs any loss due to vendor's negligence in carrying out the project as per the agreed terms and conditions. The performance security shall be refunded (without interest) after successful performance of the contract as per the SLA and successful exit management. Irrespective of 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.

Section-6 Preparation and Submission of Proposal

- 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.
- 2. 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 OSCSC Ltd to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OSCSC Ltd. will not be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 3. 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, translated copies of the same in English language duly attested by the Bidders, shall be submitted. For purposes of interpretation of the Proposal, the English translation shall govern.
- 4. Submission of Proposals: The entire RFP bid documents must be submitted with duly page numbered, in properly bounded (preferably 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/Courier only to "Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha" superscribing < title of RFP & RFP Number> on the cover of the envelope. Bids received after the scheduled date & time for submission shall not be accepted and shall be returned as un-opened. OSCSC Ltd shall not be held responsible for any postal/courier delay for receipt of any bid. Bid(s) delivered by hand will not be entertained.
  - a) Envelope-I: Pre-Qualification-cum-Technical Proposal The Pre-Qualification-cum-Technical Proposal should be provided with all the information as detailed in the RFP using the format for technical proposal provided in the Format section of the RFP document. All the projects cited needs to be submitted by supporting credentials (work orders/ completion certificates etc.) from clients.

#### b) Envelope-II: Financial Proposal

- The financial proposal should include all incidental and ancillary cost (including all types of duties, levies, taxes except GST).
- In the Financial Proposal, the Bidder shall quote the rate in the specific financial evaluation format (format enclosed at Annexure).
- iii. All costs must be mentioned in Indian rupees only.
- iv. Any conditional proposal shall be summarily rejected.
- v. 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.
- vi. Please Note that Prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal **but should only be indicated in the** Financial Proposal.

- vii. 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.
- viii. The proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be favour led by the person (or persons) who sign (s) the proposals.
- ix. All pages of the bid shall be authorised and stamped by the authorized person or persons who sign the bid.

#### 5. Checklist for Submission:

As a part of the submission of the above documents with supporting wherever, the Bidder shall also attach the Checklist in the format below with remarks on the side of each submission mentioning whether submitted/not submitted.

SI. No.	Technical Proposal	Format	
1	Letter of Proposal	Format-1	
2	Format for Power of Attorney	Format-2	
3	Particulars of Bidder	Format-3	
4	Financial capabilities of the Bidder	Format-4	
5	MAF Certificate	Format-5	
б	Work Experience of the Bidder	Format-6	
7	Covering letter for Financial Proposal	Format-7	
8	Format for Financial Proposal	Format-8	
9	Self-Declaration for not been blacklisted	Format-9	
10	Tender Fee (non-refundable)	In shape of Demand draft drawn in favour of "Managing Director, OSCSC Ltd"	
11	EMD	In shape of DD drawn in favour of "Managing Director, OSCSC Ltd"	
12	Documents to be Submitted	<ul> <li>a. Self-certified copy of the Certificate of Incorporation by the Authorized Signatory of the company</li> <li>b. Copy of PAN</li> <li>c. Copy of last three financial years IT return filling for the AY-2021-22, AY-2022-23 &amp; AY-2023-24</li> <li>d. Copy of GST Registration Certificate</li> <li>e. Copy of Fower of Attorney</li> <li>f. Signed copy of this RFP with Official seal</li> <li>g. Copy of Bank Account details with IFSC Code</li> <li>h. Relevant data in the prescribed formats</li> </ul>	

#### 6. Late Bids

a) Interested Bidder needs to submit the bids within the scheduled date & time for submission of bids. Bidder needs 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 in this matter.
- c) OSCSC Ltd 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) 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.
- 7. Tender Opening: Bids shall be opened in the office of the Managing Director, Odisha State Civil Supplies Corporation Limited, C/2 Nayapalli, Bhubaneswwar, Odisha, Pin Code 751012. The proposals submitted within the scheduled date & time will be opened by the Proposal Evaluation Committee. The representatives of the bidders who wish to be present at the time of opening shall submit their e-mail request to enclosing the identity card or a letter of authority from the tendering firms to be identified as bonafide for attending the opening of the proposal.
- Tender Validity: The offer submitted by the bidders should be valid for a minimum period of 180 days from the opening of the Commercial Bid. However, validity of the price bid of the Selected Bidder will be for the entire contract period including extension period as mentioned in the RFP.
- Authentication of Bid: A proposal should be accompanied by a Power of Attorney in the name of the signatory of the Bid Proposal.

Section-7 Evaluation Criteria

### 1. Evaluation of Proposals:

- a) The RFP bids of those Agencies which would meet the Minimum Eligibility Criteria specified in the bid document below will be evaluated in two stages:
  - i. Evaluation of Pre-qualification-cum-Technical Proposal.
  - II. Evaluation of Financial Proposals of Technical qualified bidders.
- b) The bids shall be evaluated on the basis of the documents as already been attached/ submitted in the Bid envelopes and under no 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.
- Evaluation of Pre-Qualification/Minimum Eligibility Criteria: This invitation to Bid is open to all entities meeting or exceeding all the following minimum qualification criteria. Any bid not meeting even one of the qualification criteria as mentioned below shall be summarily rejected.

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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 and having experience in similar type of supply of e-Pot devices/IRIS Scanners & its related services to Govt. Departments/ PSUs worth minimum work order value of Rs. 50.00 Lakhs (in at least one project) in last five financial years ending with FY 2022-23. The bidder must have experience in supply of minimum 1000 numbers of e-PoS devices/IRIS Scanners to Govt. Departments/PSUs in last five financial years ending with FY 2022-23. Consortiums are not allowed.
2	<ul> <li>A. OEM can participate directly and issue MAF to other interested bidders to participate in order to have a competitive bidding process.</li> <li>B. 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 specified L1 Fingerprint scanner (UIDAI/STQC approved/certified) that the bidder is offering through this tender.</li> <li>C. If the bidder is other than OEM, Bidder has to obtain MAF from the OEM of the specified L1 Fingerprint scanner (UIDAI/STQC approved/certified) &amp; submit in the MAF certificate format annexed at Annexure.</li> <li>D. If Bidder is other than OEM participating in the bid process, without having proper MAF format certified by OEM of L1 Fingerprint scanner (UIDAI/STQC approved/certified), the entire bid shall be summarily rejected.</li> </ul>
3	<ul> <li>E. 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 FY 20-21, FY 21-22 &amp; FY-22-23.</li> <li>F. 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 03 (Three) audited financial years (FY 20-21, FY 21-22 &amp; FY-22-23) Format at given Format.</li> <li>G. CA certificate in the prescribed format confirming the average annual turnover &amp; networth of the bidder during the last 03 (Three) financial years FY 20-21, FY 21-22 &amp; FY-22-23 is required to be submitted.</li> <li>H. Audited Balance sheet and Profit &amp; Loss account statement of the Bidder for each of the last 03 (three) audited financial years (FY 20-21, FY 20-21, FY 21-22 &amp; FY-22-23) is required to be submitted.</li> </ul>
4	Copy of Valid ISO 9001:2015 certificate is required to be submitted certified by authorized signatory.
5	The bidding Company should not have been blacklisted by any Government or quasi- Government entity in India for breach of any applicable law or violation of regulatory prescriptions or breach of agreement as on date of submission of Bid. (in given Format).
6	Required Tender Fee should have been submitted in shape of Demand Draft from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.
7	Required EMD should have been submitted in shape of Demand Draft from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.
8	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. Technical Bid Evaluation credentials of the firm shall be done as per the following system:

SL		MAXIMUM	BASIS OF MARKS TO BE ALLOTTED
1	Relevant Experience – Experience in similar type of supply of e-PoS devices/IRIS Scanners & its related services 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 2022-23. Data to be submitted in prescribed Format at the given Annexure.	20	<ul> <li>Number of Projects (One Project worth Rs. 50.00Lakhs or more) <ul> <li>a) For each completed project @10Marks</li> <li>b) For each on-going project @05 Marks</li> </ul> </li> <li>Maximum of 20 marks <ul> <li>Motes:</li> <li>a) The Completed Project means Completed in similar type of supply of e-PoS devices/IRIS Scanners &amp; its related services.</li> <li>b) The on-going Project means continuing with similar type of supply of e-PoS devices/IRIS Scanners &amp; its related services.</li> <li>c) Copy of work order/Service Level Agreement or Work Completion certificate (if ay) need to be attached alongwith the details of experience in the prescribed formet.</li> </ul> </li> </ul>
2	Number of e-PoS devices/ IRIS Scanners supplied to Govt. Departments/ PSUs. Data to be submitted in prescribed Format at the given Annexure.	20	the prescribed format. Number of e-PoS devices/ IRIS Scanners supplied: ≥1000 ≤ 5000 -10 Marks >5000 ≤ 10000-15 Marks >10000 - 20 Marks Copy of work order/Service Level Agreement or Work Completion certificate (if ay) need to be attached alongwith the details of experience in the prescribed format.
3	Average annual turnover of the Firm in last 03 (three) financial years, FY 20-21, FY 21-22 & FY-22-23. (Certificate from Chartered Accountant (Statutory Auditor) with authorized seal & signature shall be submitted).Data to be submitted in prescribed Format at the given Annexure.	20	>Rs.40 crores ≤ Rs.50 crores: 10 marks >Rs.50 crores : 20 marks
4	Power Point presentation on along with soft copy (PPT) in Pen-drive should be attached with the technical bid)	40	<ul> <li>Evaluation would be done based on the proposed integrated form factor for deployment:</li> <li>1. Understanding on the details scope of work given in this RFP = 20 Marks</li> <li>2. Work Experience Details in similar type of services &amp; assessment of time period for SLA = 10 Marks</li> </ul>

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
			3. Experience in handling system down time during breakdown situation for warantee & maintenance of UIDAI/STQC approved/certified L1 Fingerprint scanner = <b>10 Marks</b>
Tota	al	100	

# 4. Evaluation of Financial Proposals of Technical qualified bidders

- a) The Financial Bids of the technically qualified bidders (i.e. bidders scoring minimum 70 marks in technical evaluation) in the technical evaluation, will be opened on the prescribed date. The Tender Committee reserves the right to reduce such minimum technical score to 60 Marks in exigencies to allow minimum bidders for a competitive bidding.
- b) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- c) Errors & Rectification. If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- d) In case there is rate tie between two or more bidders, then the bidder with highest technical bid score will be awarded.
- e) OSCSC Ltd reserves the right to ask for the detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.
- f) In case of single bid/single responsive bid, the TIA shall follow the latest Finance Department, Government of Odisha circular for finalization of tender.

#### 5. Bid Scrutiny

- Initial Bid scrutiny will be held and incomplete details as given below will be treated as nonresponsive if Proposals...
  - are not submitted as specified in the RFP document;
  - b) received without the Letter of Authorization (Power of Attorney);
  - c) are found with suppression of details;
  - d) with incomplete information, subjective, conditional offers and partial offers submitted;
  - e) submitted without the documents requested in the checklist with lesser validity period.
- ii. All responsive Bids will be considered for further processing as below:
  - a) OSCSC Ltd will prepare a list of responsive bidders who comply with all the Terms and Conditions of the Tender.
  - b) 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.

## 6. Evaluation Process

OSCSC Ltd. will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.

a) The Proposal Evaluation Committee constituted by OSCSC Ltd 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.

- b) 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.
- c) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- e) In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in the subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Bidders securing a minimum of eligible marks in the technical evaluation only 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 will be debarred from being considered for financial evaluation.

#### Right to Accept Any Proposal & Reject Any/All Proposal(s):

OSCSC Ltd 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 such action.

#### 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 of the contract. However, the Second Ranked Bidder (L2 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. In any such case L2 Bidder may be invited in L1 approved rate only.
- c) Keeping in view the time constraint, the TIA reserves the right to invite negotiation in order to distribute the entire indented quantities, in full or part, basing upon their production/supply capacity among the L1 and other qualified bidders with the L1 approved rate, if required.
- d) The Tender Inviting Authority (TIA) reserves the right to ask for the detailed cost-sheet, if necessary, for price rationalization/price negotiation from the preferred Bidder.
- e) 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.
- f) TIA reserves the right to cancel the whole tender process without assigning any reason thereof.
- Purchaser's Procurement Rights: Without incurring any liability whatsoever to the affected bidder or bidders, OSCSC Ltd reserves the right to:
  - a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any

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reason thereof;

- 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 numbers of products to be supplied under this project;
- f. begin contract negotiations with the next best value bidder in order to serve the best interest (at Lowest-1 approved rate) in case the Purchaser (here the Purchaser is OSCSC Ltd) becomes unsuccessful in negotiating a contract with the selected bidder;
- g. Make typographical correction or correct computational errors to proposals;
- h. Request bidders to clarify their proposal.

#### 10.Negotiation

Contract negotiations will then be scheduled with the qualified Agency. Negotiations will commence with a discussion on technical proposal, the proposed plan of supply, timelines and Price Proposals. After the contract is successfully negotiated, selected Agency will be issued Letter of Intent (LoI) by the OSCSC Ltd.

#### Section-8 Payment Schedule

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

S. No	Payment Schedule	Fee Payable	Documents
1	On Up-Gradation of UIDAI/STQC approved/certified L1 Fingerprint scanner along with 4G connectivity in all e-PoS devices and its successful Go- live	Contract value	<ol> <li>Payable against the following:</li> <li>Original Invoice alongwith required statutory documents</li> <li>Acknowledgement certificate from District</li> <li>Go-live Certificate</li> </ol>
2	On completion of Warranty of 1 year from the date of Go-live.	5% of the Contract value	Payable against successful completion of warranty for the period of 1 year from the date of Go-live.
3	On completion of Warranty of 2 years from the date of Go-live.	5% of the Contract value	Payable against successful completion of warranty for the period of 2 years from the date of Go-live.
4	On completion of Warranty of 3 years from the date of Go-live.	5% of the Contract value	Payable against successful completion of warranty for the period of 3 years from the date of Go-live.

- a) Mode of Payment: The Bills in triplicate, shall be raised on quarterly basis in favour of 'Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2 Nayapalli, Bhubaneswar' 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 the FS&CW Department/OSCSC.
- b) The GST shall be paid on actual prevailing rate as on the date of raising of invoice, as per GST Act.
- c) Except as otherwise provided for herein or as agreed between the parties in writing, OSCSC shall not be required to make any payments in respect of the services other than those covered in the RFP and/or in the executed Contract.

- d) TDS shall be deducted as per the prevailing rates of Income Tax/GST Act.
- e) 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 the OSCSC Ltd in writing.
- f) No advance payment in any respect shall be released to the successful bidder prior to fulfilment of necessary conditionality as defined in the RFP.

Section-9 Terms & Conditions of Service Level Agreement (SLA)

- Award Criteria: OSCSC Ltd 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, OSCSC Ltd will notify the successful bidder in writing or by e-Mail (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, OSCSC Ltd 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, OSCSC Ltd will notify each unsuccessful bidder. Under any unforeseen situation/force majeure, the TIA reserves the right to increase or decrease the indented quantities of UIDAI/STQC approved/certified L1 Fingerprint scanner and do not commit any fixed quantity for supply under this RFP.
- Contract Finalization and Award: OSCSC Ltd 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 Notification of the successful bidder by the OSCSC Ltd that the proposal of the Successful Bidder has been accepted, OSCSC Ltd shall issue Work Order and an agreement shall be executed between the 'Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)' and the 'Successful Bidder' taking into account the relevant Clauses of RFP, pre-bid clarifications, Corrigendum (if any), the proposal of the Bidder in addition to other agreed Clauses. Service Level Agreement (SLA) would be signed for the entire project period & value.
- Notices: Notice or other communications given or required to be given under the contract shall be in writing and shall be e-mailed/hand delivered with acknowledgement thereof, or transmitted by prepaid registered post or courier.
- 6. Failure to Agree with the Terms and Conditions of the RFP: Failure on the part of the successful bidder to agree with the Terms & Conditions of the RFP, shall constitute sufficient grounds for the annulment of the award, in the event of which OSCSC Ltd may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such cases, the OSCSC Ltd shall invoke the performance security of the most responsive bidder and/or initiate action as per the RFP.
- 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, OSCSC Ltd shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the OSCSC Ltd for, inter alia, the time, cost and effort of OSCSC Ltd including consideration of bidder's Proposal, without prejudice to any other right or remedy that may be available to OSCSC Ltd hereunder or otherwise mentioned in the bid security declaration.

- 8. 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 OSCSC Ltd, without any valid reasons as acceptable, OSCSC Ltd, may terminate the contract after giving 1 (one) months' notice and the decision of OSCSC Ltd in the matter, shall be final and binding on the bidder. Upon termination of the contract, 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.
- 9. Force Majeure: Force Majeure is herein defined as any cause which is beyond the control of the Selected Bidder or 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.
  - 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 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. Confidential Information: Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to Government authorities if the disclosure is required by Law and the disclosing party has provided the notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any Governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the forgoing, confidential information shall not include any information that is generally known to

the public or readily ascertainable from publicly available sources. Each party shall take steps necessary to enforce these obligations with respect to its employees.

- 11. Liquidated Damage: In case the goods/services are not delivered within the stipulated period, OSCSC Ltd reserves the right to levy late delivery charge which is equal to 2% of the contract value of the undelivered goods/services per week subject to a maximum of 10% of the total value of undelivered materials. The OSCSC Ltd also reserves the right to cancel the Purchase Order in case supplies are delayed beyond the scheduled date of delivery and to make such arrangements as it may think fit for the completion of supplies on account and at the cost and risk of the selected bidder. The additional expenses thus incurred together with the consequential losses and also the liquidated damages, shall be recovered from the Supplier out of the Bills, if any pending or will be recovered separately. The OSCSC Ltd shall not accept any reasons for delay in supply of the materials/services, which are not connected with the OSCSC Ltd.
- 12. 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.
- 13. 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, Government of Odisha for negotiation and his/her decision will be final and binding on both the parties.
- 14. 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 OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the Supplier, the security deposit shall be forfeited and the balance work would be done at his risk and cost. He shall also be blacklisted and debarred for a

period of five years from participating in the future tender of the OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department would be final and binding on the Parties.

- 15. 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.
- 16. 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.
- 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.
- 18. 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.
- 19. Transfer/Sub-Contracting: The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
- 20. 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 UIDAI/STQC approved/certified L1 Fingerprint scanner will be with FS&CW Dept./OSCSC Ltd. The selected Bidder will hand it over to the Government representatives at the time of exit.

Section-10 Template Formats & Annexure

Letter of Proposal

To,

The Managing Director,

Odisha State Civil Supplies Corporation Ltd.,

C/2, Nayapalli, Bhubaneswar, PIN-751012.

Sub: Pre-Qualification-cum-Technical Proposal for < Title of the RFP> published vide RFP Advt. No /Date

#### Madam/Sir,

With reference to the RFP dated \_\_\_\_\_\_ for the above captioned project and clarification issued by OSCSC Ltd, Odisha thereof, I \_\_\_\_\_\_, having examined all relevant documents and understood their contents, hereby submit our proposal for <*Title of the RFP*> published vide Advt. No \_\_\_\_\_\_. The proposal is unconditional and unqualified.

- 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.
- This statement is made for the express purpose of appointment as the Agency for the aforesaid Project.
- I shall make available to OSCSC Ltd any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- I acknowledge the right of the 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.

#### I declare that:

- I have examined and have no reservations to the RFP Documents, including any Addendum issued by the OSCSC Ltd.;
- 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.
- 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.
- If our Firm is qualified on the basis of minimum eligibility criteria, we shall make a presentation on Approach & Methodology and work plan to OSCSC Ltd. on the date specified in the intimation received from OSCSC Ltd.
- The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed).
- In the event our firm is selected as the Agency for this project we shall enter into a contract with OSCSC Ltd.
- 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.
- 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.
- This is to certify that the bid proposal contains \_\_\_\_\_numbers of pages.
- This is to undertake that our firm/company is capable of manufacturing/supplying of required quantity of L1 Fingerprint scanner (UIDAI/STQC approved/certified) & 4G Network Compatibility with the given specification, within the stipulated time period.
- The entire RFP document has been affixed with official seal & signature as a token of acceptance to its defined terms & conditions of the RFP.

Yours faithfully

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

#### Power of Attorney (Sample)

the <Designation> of <Name of the Organization> in witness whereof certify that <Name of person> is authorized to execute the attorney on behalf of <Name of the organization>, <Designation of person> of the organization acting for and on behalf of the organization under the authority conferred by the <Notification/Authority order No.> dated <date of reference> has signed this power of attorney at <place> on this day <day> <month><Year> and law full attorney (hereinafter referred to as the "Authorized Representative") 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 <Title of the RFP> published vide Advt. No /Date , 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 OSCSC Ltd., representing us in all matters before the OSCSC Ltd., signing and execution of all contracts and undertakings consequent to acceptance of our proposal and generally dealing with the 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 OSCSC Ltd.

The signature of <*Name of person*> in whose favour authority as being made under the attorney given below are hereby certified.

Name of the Authorized Representative:

(Signature of the Authorized Representative with Date)

#### CERTIFIED

Signature, Name & Designation of person executing attorney:

Address of the Bidder:

**N.B.** 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 executants 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.

£

Format-3

SI No	Ref: < Title of the RFP> published vide Adv 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	Total Number of project Experience in similar type of supply of e-PoS devices/IRIS Scanners & its related services to Govt. Departments/ PSUs, worth minimum work order value of Rs. 50.00Lakhs		
12	Address of the Help Desk in State of Odisha in last 5 years (if any).		
13	Details of Quality Certification with their respective validity (ISO 9001-2015)		
14	IT Return Copy for the last Three Financial Years AY-21-22, AY-22-23 & AY- 23-24.	Ack. IT Copy No- Ack. IT Copy No- Ack. IT Copy No-	
15	Average Annual Turnover of the Company In 03(Three) Financial Years FY-20-21, FY-21-22 & FY-22-23.	FY 20-21- FY 21-22- FY 22-23-	
16	Net worth (measured as paid-up capital plus free reserves) for each of the last 03(Three) audited financial years FY-20- 21, FY-21-22 & FY-22-23.	FY 20-21- FY 21-22- FY 22-23-	
17	Tender Fees Detail	DD No	
18	EMD Submission Detail	DD No	
19	Name of the Authorized person (Copy of Power of Attorney to be Enclosed)		
20	Copy of RFP duly authorised by the Bidder		
22	Number of e-PoS devices/ IRIS Scanners supplied to Govt./PSUs		
23	OEM Helpdesk support address, email ID and contact number		

Date: Place:

#### Financial Capacity of the Bidder

Ref: < Title of the RFP> published vide Advt. No\_\_\_\_/Date\_

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

SI No	Financial Year	Annual Turnover in Lakhs
1.	2020-21	
2.	2021-22	
3.	2022-23	

Average Annual Turnover

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

SI No.	Financial Year	Net Worth In Lakhs	Profit after Tax
1.	2020-21		
2.	2021-22		
3.	2022-23		

#### Certificate from the Statutory Auditor

- 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 03 financial years is Rs.\_\_\_\_ (In words).
- This is to certify that \_\_\_\_\_\_ (name of the Applicant) has the positive net worth/Profit after Tax as shown above against the respective 03 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.

#### Foramt-5

#### Manufacturer Authorization Form (MAF)

Date:

Ref: < Title of the RFP> published vide Advt. No\_\_\_\_/Date\_\_\_\_

Sir,

To,

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 of Authorised person from OEM Company)

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

Foramt-6

### Past Work Experience of the Bidder

Ref: < Title of the RFP> published vide Advt. No\_\_\_\_/Date\_

		Table-A	
	Work	Experience Detail	
SI. No.	Name of the Organization/ project Experience in similar type of supply of e-PoS devices/IRIS Scanners & its related services to Govt. Departments/ PSUs, worth minimum work order value of Rs. 50.00Lakhs	Year of Operation & Work Order Cost	Page number Reference of the work order/SLA & work Completion certificate (if any) attached in the bid
01			
02			
03			

Table-B

	Number of e-PoS Devices/ IRIS Section 2015	canners Supplied to any	Govt. Department/PSUs
SI. No.	Name of the Organization/ Work Order No./Date		certificate(if any)
01			
02			
03			

#### **IMPORTANT:**

The bidder should attach the relevant work order copies/ SLA & work Completion certificates(if any) 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 number of e-PoS Devices/ IRIS Scanners already supplied with the paid value for evaluation.

(Signature, name and designation of the authorized signatory)

#### **Covering Letter For Financial Proposal** (In Bidder's official letter Head)

To

The Managing Director,

Odisha State Civil Supplies Corporation Ltd.,

C/2, Nayapalli, Bhubaneswar, PIN-751012.

Financial Proposal for < Title of the RFP> published vide Advt. No Sub:

Dear Sir,

enclose herewith our Financial

/Date

I/We, Proposal for selections of our firm as Agency to carry out < Title of the RFP> published vide Advt. No /Date . 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 date of opening of Commercial Bid or such further period as may be mutually agreed upon.

I/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., for a sum equivalent to as mentioned in the RFP, as quoted in our financial proposal of the Bid document for the due performance of the contract.

I/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 (One hundred eighty) from the date of opening of Commercial Bid 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.

I/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., 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., as to any material fact. We declare that our Bid Price is for the entire scope of the work as specified in the RFP.

I/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.

I/We agree that our firm/company is capable of manufacturing/supplying of required quantity of UIDAI/STQC approved/certified L1 Fingerprint scanner with the given RFP specification, within the stipulated time period.

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

Enclosed: Financial Bid Proposal Format-8

#### Yours faithfully,

Seal & Signature:	
Full Name:	
Designation:	

# FINANCIAL BID PROPOSAL FORMAT

/Date

Ref: < Title of the RFP> published vide Advt. No\_\_\_\_\_

	Particulars	Rate for up-gradation of each e-PoS device excluding GST In 'INR'
comple Finger Compa the sc	inclusive of all incidental and ancillary expenditures towards ete solution for Up-Gradation & warrantee with respect to L1 print scanner (UIDAI/STQC approved/certified) & 4G Network atibility in all the existing 14016 e-PoS devices covering all ope of works and terms & conditions given in RFP (including kes & Duties & Transit Insurance except GST) etc.	Rate in Word
II. 7 III. / IV. 7 V. F	The bidder shall quote a single rate for up-gradation of each The rate of applicable GST shall be mentioned separately. The rate shall be quoted both in 'word' and in 'figure' in the give Any conditional quotation/bid will not be accepted. The quoted price should be expressed in Indian rupees ('INR') of FS & CW Department/OSCSC Ltd. shall be the final decision recommendation of the tender committee. Only fixed price financial bids indicating total price for all the specified in this bid document will be considered.	en column. only. n making authority for such
Date: Place		
Date:		Signature of the Applicant

d) Any conditional bid will not be accepted.

e

- e) Lowest bid among financial bid will win the bid.
- f) In case of a rate tie between two or more bidder, the bidder with higher technical score will be awarded the contract.

#### Authorized Seal & Signature of the Bidder

#### Form for Declaration of not been Blacklisted

{To be submitted in the form of affidavit in Rs. 100/- Non-Judicial Stamp Paper (Notarized)}

To,

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

Ref: < Title of the RFP> published vide Advt. No \_\_\_\_/Date\_\_\_\_

Sub: Declaration of not been blacklisted in response to the RFP for < Title of the RFP> published vide Advt. No / Date

Dear Sir,

We the company/Firm, M/s \_\_\_\_\_\_, is hereby undertaking the followings:

- That, our company/Firm is not blacklisted in any manner whatsoever by any of the State/UT and/or central government in India/ any PSUs 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 years up to the date of submission of bid or the black listing shall not be in force till the date of submission of bid, if awarded, prior to the said five years.
- That, neither the Company/Firm nor any of its director/s nor partner/s have been convicted by any court of law nor any criminal case be pending against them before court of law.

Also, it is to undertake herewith that in case it is found any such misrepresentation to the above mentioned fact, OSCSC shall have the right to cancel/reject the bid document submitted with respect to this RFP or disqualify the bid without further notice.

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.

#### Foramt-10

Performance Bank Guarantee PERFORMANCE SECURITY

<Name> <Designation> <Address> <Phone Nos.> <Fax Nos.> <Email id>

Ref : < Title of the RFP> published vide Advt. No\_\_\_\_/Date\_

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 arounds 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.

Annexure-A

# District-wise ePoS Devices Installed at FPS Points

SI No	District Name	ePoS Devices Deployed in Fair Price Shops + Extra Units with Districts
		633
1	Angul	1,179
2	Balasore	292
3	Bargarh	582
4	Bhadrak	313
5	Bolangir	104
6	Boudh Cuttack	1,109
	Denkhanal	618
8	Deogarh	76
10	Gajapati	174
11	Ganjam	820
12	Jajpur	956
13	Jagatsinghpur	646
14	Jharsuguda	218
15	Kalahandi	297
16	Kandhamal	169
17	Kendrapara	726
18	Keonjhar	457
19	Khordha	701
20	Koraput	406
21	Malkangiri	128
22	Mayurbhanj	716
23	Nayagarh	342
24	Nawarangpur	218
25	Nuapada	172
26	Puri	797
27	Rayagada	226
28	Sambhalpur	233
29	Sonepur	127
30	Sundhargarh	581
	TOTAL	14,016

N.B. The above listed district-wise e-PoS Devices installation is indicative in nature and may increase or decrease if required.