



GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT

Corrigendum-I

No. 12913 /FS&CW, Date 07/08/2023
FSCW-NFSA-POL-0005-2023

Ref : Request for Proposal (RFP) Advt. No. 9811/FS&CW, Date:08.06.2023

'Selection of System Integrator (S.I.) for Supply, Installation, Commissioning & Maintenance of Electronic Weighing Machines on Rental Mode and its Integration with electronic Point of Sale devices at Fair Price Shops in the State of Odisha'

Reference Clause No. of RFP	Existing Clause In the RFP	Modified Clause In the RFP
Clause No-J-4-d- Performance Security	Performance Security: The System Integrator (S.I.) would be required to provide a Performance Security either in form of Demand Draft from any Scheduled/Nationalized Bank or in form of Performance Bank Guarantee from any Scheduled/ Nationalized Bank, within 15 days from the notification of award, for a value equivalent to @10% of the total work order cost.	Performance Security: <i>The System Integrator (S.I.) would be required to provide a Performance Security either in form of Demand Draft drawn from any Scheduled/Nationalized Bank or in form of Performance Bank Guarantee from any Scheduled/ Nationalized Bank for a value equivalent to @6% of the total value of the contract, within 15 days from the notification of award.'</i>
Clause-H-Scope of Work- 4-C (New provision)	In addition to the Clause for 'Deployment of trained manpower and setting up local office' additional manpower for Help Desk Support is included.	SI No-4-C- (New provision for Help Desk Support), 'The System Integration (S.I.) shall deploy two technical persons in the Grievance Redressal Cell functioning at OSCSC Head Office, C/2 Nayapalli, Bhubaneswar who shall sit with the Call Centre Executives for coordinating the receipt and resolution of all complaints related to Operations & Maintenance of Weighing Scale machines from across the State. The working hour for the help desk shall be from morning to evening to provide service support to FPS dealers to ensure uninterrupted PDS distribution.' It mandatory for the Selected Bidder to develop Mobile APP (Android) hosted on Google Play Store as well as an online Grievance Logging Portal for the FPS Dealers, Inspectors of Supplies/Marketing Inspectors and other Stakeholders to raise grievances/ queries for their timely resolution. All

Reference Clause No. of RFP	Existing Clause In the RFP	Modified Clause In the RFP
		the grievances/queries should be registered through both the platform <i>assigned with a unique Ticket Number</i> for monitoring. The Selected Bidder shall also provide the URL of the portal as well as relevant MIS report in the portal for its regular monitoring by the FS & CW Department/OSCSC Ltd. The Selected Bidder shall ensure integration of both the above platform with the Grievance Cell of OSCSC Ltd and with all India toll-free PDS Helpline Number '1967'.
Clause No K 2 Pre-qualification evaluation-Table SI No. 5 & Clause No. K-3-Technical Bid Evaluation	Minimum Eligibility Criteria : The Bidder/OEM must have experience in supplying, Commissioning & Maintenance of Electronic Weighing Machines and its integration with e-PoS of minimum of 10,000+ numbers to Govt. Departments/PSUs as on date of bid submission - Format at Annexure-5.	Minimum Eligibility Criteria: The Bidder/OEM must have experience in 'Supply & installation of 1000 numbers or more electronic Weighing Scales and its integration with e-PoSs' to Govt. Departments/PSUs as on date of bid submission - Format at Annexure-5. Accordingly, the technical bid evaluation shall be made at K-3, Table SI. No. 2 as follows: Numbers Supplied & Marks: >1000 ≤ 2000 – 5 Marks >2001 ≤ 3000 - 10 Marks >3000 - Maximum 20 Marks
Clause-F-Schedule of the RFP process	Schedule of the RFP Process: Last Date and time for submission of Proposal- Date 07-07-2023 by 1700 Hours Opening of Technical Proposal- Date 10-07-2023 by 1600 Hours	Revised Schedule of the RFP Process: <i>Last Date and time for submission of Proposal- Date 25-08-2023 by 1700 Hours</i> <i>Opening of Technical Proposal- Date 28-08-2023 by 1600 Hours</i>
1. All other terms & conditions as detailed in the RFP shall remain unchanged. 2. The agency wise responses to the Pre-bid queries have been forwarded to their respective mail-ID.		


OSD-cum-Special Secretary to Government
FS & CW Department

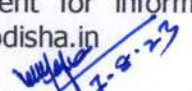
Memo No. 12914 /**date** 07/08/2023

Copy forwarded to the Managing Director, OSCSC Ltd. for information and necessary action with reference to OSCSC Ltd's letter No 10851 Dated 24th July 2023. It is requested to publish the Corrigendum in the OSCSC's portal www.oscsc.in


OSD-cum- Special Secretary to Government
FS & CW Department

Memo No. 12915 /**date** 07/08/2023

Copy forwarded to Computer Cell, FS&CW Department for information and it is requested to publish the Corrigendum in the website www.foododisha.in


OSD-cum- Special Secretary to Government
FS & CW Department



GOVERNMENT OF ODISHA
FOOD SUPPLIES & CONSUMER WELFARE DEPARTMENT
RFP Advt. No. 9811/FSCW/Dated 08/06/2023

Request for Proposal (RFP)

for

Selection of System Integrator (S.I.)

for

**Supply, Installation, Commissioning and Maintenance
of Electronic Digital Platform Weighing Machine on Rental Mode
and its Integration with Electronic Point of Sale (e-PoS) Devices
in Fair Price Shops in the State of Odisha**

GOVERNMENT OF ODISHA

FOOD SUPPLIES AND CONSUMER WELFARE DEPARTMENT



Request for Proposal (RFP) for 'Selection of System Integrator (S.I.) for Supply, Installation, Commissioning & Maintenance of Electronic Weighing Machines on Rental Mode and its Integration with electronic Point of Sale devices at Fair Price Shops in the State of Odisha'

RFP Advt. No. 9811/FS&CW, Date:08.06.2023

Proposals are invited from eligible bidders as OEM/authorized distributor of OEM/Authorized by the OEM, registered in India as per Government of India Company Registration Act 1956/2013, for '**Selection of System Integrator (S.I.) for Supply, Installation, Commissioning & Maintenance of Electronic Weighing Machines on rental mode and its Integration with electronic Point of Sale devices at Fair Price Shops' in the State of Odisha**'. 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 tender, may be downloaded from the website www.foododisha.in & www.oscsc.in.

SI No	Event Description	Date
1	Publication of RFP in website	12-06-2023
2	Pre-Bid meeting	21-06-2023 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012
3	Last Date and time for submission of Proposal	07-07-2023 by 1700 Hours
4	Opening of Technical Proposal	10-07-2023 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 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/-
Special Secretary to Government
FS & CW Department

TABLE OF CONTENTS

SI No	Particulars	Page No Reference
A	Abbreviations	
B	Disclaimer	04
C	Introduction	05
D	Factsheet	05
E	Broad objective of the RFP	05
F	Schedule of Selection Process	07
G	Specification of e-PoS Device	07
H	Scope of Work	08
	1. Supply, Installation, Commissioning & Maintenance of Electronic Digital Platform Weighing Machine on Rental Mode and its Integration with Electronic Point of Sale (e-PoS) Devices at Fair Price Shops	09
	2. Specification of the Electronic Weighing Machine	10
	3. Deployment of Electronic Weighing Machines	11
	4. Deployment of Trained Manpower and setting up Local Office	11
	5. Training to FPS Dealers & Officials	12
	6. Post Delivery Inspection and Acceptance Sign-Off	12
	7. Handling & Transportation of Electronic Weighing Machines	12
	8. Packing of Electronic Weighing Machines	12
	9. Buffer Stock of Electronic Weighing Machines	12
	10. Invoicing of Electronic Weighing Machines	12
	11. Warranty Period for Electronic Weighing Machines	12
	12. Reporting of Issues	13
I	Duration of the Project	13
J	Instruction to the Bidder	14
	1. General	14
	2. Complaint Proposals/Completeness of Responses	14
	3. Pre-bid Meeting & Clarifications	14
	4. Key Requirements of the Bid	14
	a) Right to Terminate the Process	15
	b) RFP Document Fees	15
	c) Earnest Money Deposit (EMD)	15
	d) Performance Security	15
	5. Preparation and Submission of Proposal	16
	a) Site Visits(s)	16
	b) Proposal Preparation Costs	16
	c) Language	16
	d) Submission of the proposals	16
	e) Checklist for Submission	16
	6. Late Bids	18
	7. Tender Opening	17
	8. Tender validity	18
	9. Authentication of Bid	18
K	Evaluation Criteria	18
	1. Evaluation of Proposals	18
	2. Pre-Qualification/Minimum Eligibility Criteria	18
	3. Technical Bid Evaluation Credentials	18
	4. Evaluation of Financial Proposals of Technical qualified bidders	20
	5. Bid Scrutiny	21
		21

SI No	Particulars	Page No Reference
	6. Evaluation Process	22
	7. Right to Accept & Reject any/all proposal(s)	22
	8. Short-listing and Selection	22
	9. Purchaser's Procurement Right	22
	10. Negotiation	23
L	Payment Schedule	23
	1. Mode of payment	23
	2. Payment Terms	23
	3. Additional Costs	24
	4. Invoicing & Settlement	24
	5. Liquidated Damages	25
M	General Terms & Conditions of Service Level Agreement (SLA)	25
	1. Award Criteria	25
	2. Notification of Award	25
	3. Contract Finalization and Award	25
	4. Signing of Contract	25
	5. Notices	25
	6. Performance Review	25
	7. Definition of SLA Terms	26
	8. Failure to Agree with the Terms and Conditions of the RFP	27
	9. Conflict of Interest	27
	10. Compensation for Termination of Contract	27
	11. Force Majeure	27
	12. Confidential Information	28
	13. Exit Plan	28
	14. Dispute Resolution Mechanism	28
	15. Action for Breach of Contract	28
	16. Law Governing Contract & Language	29
	17. Jurisdiction of Court	29
	18. Amendment or Modification in Contract	29
	19. Use of name, trademark, or Logo	29
	20. Personnel	29
	21. Transfer/ Sub-Contracting	29
N	ANNEXURES – FORMATS	30-41

A. 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
4	e-PoS Device	Electronic Point of Sale Device
5	FS&CW Department	Food Supplies & Consumer Welfare Department
6	OSCSC Ltd.	Odisha State Civil Supplies Corporation Limited
7	S.I	System Integrator
8	OEM	Original Equipment Manufacture
9	DD/BG	Demand Draft/ Bank Guarantee
10	SLA	Service Level Agreement

SL.No.	Short Form Used in RFP	Full Forms
11	EMD	Earnest Money Deposit
12	PPT	Power Point Presentation
13	TIA	Tender Inviting Authority
14	CSOs	Civil Supplies Officers
15	CCSOs	Chief Civil Supplies Officers

B. 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/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.
- 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.

C. Introduction:

The activities of the FS&CW Department/OSCSC Ltd are based on ensuring 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 mandate under the Targeted Public distribution Systems (TPDS) is to make available right quantities of food grains to the eligible beneficiaries at subsidized prices throughout the year.

D. Fact Sheet:

Clause Reference	Topic
Scope of Work	Selection of System Integrator (S.I.) for Supply, Installation, Commissioning & Maintenance of Electronic Digital Platform Weighing Machine on Rental Mode and

Clause Reference	Topic
	its Integration with Electronic Point of Sale (e-PoS) Devices in all Fair Price Shops 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 1956/2013.
Quantity in Numbers	11944+ Weighing Scale Machines to be deployed on rental mode having capacity of at least 100 Kgs (compatible with e-PoS devices).
Project Period	The period of such engagement shall be for 05 (five) years covering five years of onsite warranty including 02 (two) years of OEM warranty.
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 as 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 exclusive of tax.
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. 41,00,000/- (Rupees fourty-one 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, 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 superscription as ' <i>Bid for Selection of System Integrator (S.I.) for Supply, Installation, Commissioning & Maintenance of Electronic Digital Platform Weighing Machine on Rental Mode and its Integration with Electronic Point of Sale (e-PoS) Devices in all Fair Price Shops in the State of Odisha.</i> '
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 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, 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

Clause Reference	Topic
	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, Khordha, Odisha, PIN-751012. e-mail ID: mdoscsc@gmail.com

E. Broad objective of the RFP:

At present, all the 11,944+ 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. In order to supply right quantities of foodgrains to the beneficiaries at Fair Price Shops, FS&CW Department/OSCSC Ltd. intends to deploy electronic digital platform weighing machines having capacity of at least 100 Kgs along with its maintenance on rental mode and integration with e-PoS software (compatible with e-PoS devices) in all the 11,944+ Fair Price Shops in the State. This would enable the e-PoS devices to capture the weighment from the electronic digital platform weighing machines and the captured weighment would get printed in e-PoS bill generated and issued to the beneficiaries.

It is in this context, FS&CW Department/OSCSC Ltd. invites proposals from well-established firms for ***Supply, Installation, Commissioning & Maintenance of Electronic Digital Platform Weighing Machine on Rental Mode and its Integration with Electronic Point of Sale (e-PoS) Devices at Fair Price Shops***, Electronic Digital Platform Weighing Machine having capacity of at least 100 Kgs (compatible with e-PoS devices), along with maintenance for a period of 05 (five) years warranty (i.e. covering five years of onsite warranty period including 02(two) years of OEM warranty period). The period of such engagement shall be for 05 (five) years warranty (i.e. covering five years of onsite warranty period including 02(two) years of OEM warranty period). The procurement process, product specifications and overall requirement are described in subsequent sections/annexure of this RFP document.

The primary objectives of this project are:

- Supply and installation of Electronic Digital Platform Weighing Machine (on rental mode) having capacity of at least 100 Kgs (compatible with e-PoS devices) in all Fair Price Shops (FPS) and its integration with e-PoS for enhancing the transparency in the food grains distribution by the FPS dealers.
- Enhancing the accuracy in delivery of subsidized food grains to the beneficiaries, in terms of correct weighment and to electronically capture the transacted quantity on the e-PoS receipts.
- Prevention of pilferage and diversion of essential commodities/food grains and putting a check on other malpractices.

F. Schedule for the RFP Process:

FS&CW Department/OSCSC LTD shall follow the schedule below for conducting the RFP process:

Sl No	Event Description	Date
1	Publication of RFP in website	12-06-2023
2	Pre-Bid meeting	21-06-2023 at 1600 Hours Conference Hall, OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012

3	Last Date and time for submission of Proposal	07-07-2023 by 1700 Hours
4	Opening of Technical Proposal	10-07-2023 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.

G.Specification of e-PoS Device:

The details Technical Specification of the e-PoS device (Model: VISIONTEK GL-11, QT Platform-(Embedded Linux)) installed at Fair Price Shops is given below. ***The Electronic Digital Platform Weighing Machine should be compatible with this Specification:***

SI No	Description	Specifications
1	Processor	ARM Cortex A9
	CPU Speed	1GHz
	Flash Memory	4GB upgradable upto 8GB
	RAM Memory	512Mb upgradable upto 1GB
	Display	3.5 Inch Touch Screen TFT LCD with 320X240 pixels Virtual Keypad on LCD
	Operating System	LINUX OS (3.0.35)/(3.1.3)
	Battery	Li-Polymer 7.4V, 2600mAh
	Keyboard	Full QWERTY Keypad with Functional Keys
	SD Card Provision	Available (Up to 32 GB)
	SAM Module	Provision for 2 SAM's
	Peripheral Ports	1x RS-232; 1x USB OTG 1x USB Host ; Ethernet
	Speaker	Audio Speaker 1 Watt (Mono Sampling 11.025 Khz, 44.1 Khz, 22.05 Khz)
	Printer	Integrated Thermal Graphic Printer (57 mm (2.25 in) width, 10 lines/sec).
	Operating Temperature	0°C to 55°C
	Humidity	95% RH non condensing
	Power Adaptor	AC input 100 - 240V, 50/60Hz DC output 9V, 2.2A
	Enclosure	ABS+PC
	Immunity	IEC 61000-4-2, Level 3 IEC 61000-4-3, IEC 61000-4-4, IEC 61000-4-5, IEC 61000-4-6, IEC 61000-4-8, IEC 61000-4-9, all Level 4
	Safety	CE
	Dimensions (mm x mm x mm)	245 x 96 x 85 (L x W x H)
2	Weight with Battery	750gms
3	Communication Module	GSM/GPRS Interface- with provision for DUAL SIM CARD
		Wi-Fi
4	Smart Card Compatibility	Single Smart Card Reader [ISO 7816]
		Magnetic swipe Card Reader – 3 Track Bi-directional
5	GPS Functionality	With SIRF STAR 3 Chipset
6	Optical Finger Print sensor	Optical Finger Print sensor (ANSI 378 and ISO 19794 Complied)
7	Carry Bag	Shoulder Holster

H.Scope of Work :

1. Supply, installation and Commissioning of Electronic Weighing Machines on rental mode and its integration with e-PoS

- a) The System Integrator (S.I.) shall be responsible for *Supply, Installation, Commissioning & Maintenance of Electronic Digital Platform Weighing Machine on Rental Mode and its Integration with Electronic Point of Sale (e-PoS) Devices in all Fair Price Shops in the State of Odisha*, as per the minimum specifications and indicated quantities in the RFP. The supplied Electronic Weighing Machines should carry a 05 (five) years warranty (i.e. covering five years of onsite warranty including 02 (two) years of OEM warranty) from the date of acceptance sign-off. The period of such engagement shall be for 05 (five) years covering five years of onsite warranty including 02 (two) years of OEM warranty, on its hardware and associated software. The selected vendor will also be responsible for maintenance of the Electronic Weighing Machines.
- b) The System Integrator (S.I.) shall be responsible for supply, installation, commissioning and maintenance of 100 kgs capacity brand new electronic weighing machines (compatible with e-PoS devices) in all FPSs and its integration with e-PoSs as per the minimum specifications given in the RFP. The Supplier shall demonstrate the compliance of electronic weighing machines capacity of at least 100 Kgs.
- c) The System Integrator (S.I.) shall ensure that all the components in the electronic weighing machines offered are brand new items as per the approved specification. No item with short supply or with different technical specifications shall be accepted in any circumstances. The devices being supplied by the supplier shall be tested and certified prior to delivery of the devices to the Department.
- d) The System Integrator (S.I.) shall demonstrate all the features of the proposed weighing machine through a proof of concept (PoC) implementation at its own cost. PoC is required to be given at installation point to ensure compliance as per the requirements. A certificate in this regard is to be submitted by the bidder.
- e) The System Integrator (S.I.) shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination at Fair Price Shop points. 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.
- f) The System Integrator (S.I.) is also required to provide support to the Department with reference to faulty electronic weighing machines supplied. They would be required to replace/fix/provide resolution as per the terms and conditions of this RFP document. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the FPS location, shall be borne by the concerned bidder.
- g) In case of increase in number of Fair Price Shops in future (within the project period of 5 years), the Supplier shall be willing and able to supply, install, and commission the required number of electronic weighing machines along with its integration with e-PoS and maintenance, as per the finalized rates and terms and conditions described in this RFP document.
- h) The security of the electronic weighing machine will be the responsibility of the FPS Dealer after handing over the machine to him. In case, any electronic weighing machine fails to perform as expected, due to defects caused by reason such as mishandling, misuse, abuse, physical damage, lightening, unauthorized opening of electronic weighing machine, the same would be required to be repaired/replaced by the supplier. Regarding mishandling, misuse, abuse, physical damage, unauthorized opening of electronic weighing machine by FPS dealers, the Department would constitute a committee at District level which will determine the cause of damage due to mishandling, misuse, abuse, physical damage, unauthorized opening of electronic weighing machine by FPS dealers. In such cases, the cost of the electronic weighing machine shall be paid by the concerned FPS Dealer.
- i) In case of any delay in the repair/replacement of electronic machines, penalty shall be imposed on the Supplier. The Supplier shall be required to produce to this Department, OSCSC Head Office and District Civil Supplies Office a Monthly Certificate declaring that all the electronic weighing machines supplied and installed are in good and running condition.

2. Specification of the Electronic Weighing Machine

The Electronic Weighing Machines supplied should be brand new having 100% compatibility with the GL 11 e-PoS terminals (both on hardware and application software) 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).

Parameter/ Feature	Specifications Requirements
Make & Model	<Specify>> (Make In India)
Approvals required	Legal Metrology Department approval of model Rules.
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology authorities.
Class	Class-III.
Certifications	ISO certifications for offered Weighing Machines.
Capacity	Capacity of 100 Kilograms; e(Readability/interval) = 10 Grams; and Class-III, with stainless steel platform of size 50 X 50 Centimeters.
Battery Backup	6 hours or more.
TARE Limit	Auto TARE limit selectable while machine is switched on.
Interfaces	USB, Bluetooth wireless technology & RS- 232C interfaces provision to connect to e-PoS, computer and other devices.
Features required	<ol style="list-style-type: none"> 1. The electronic Weighing Machines should be brand new, having the compatibility to integrate with the GL 11 e-PoS terminals (both on hardware and application software) 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.). 2. Machine should be able to integrate or communicate with the e-PoS device GL 11 e-PoS terminals (both on hardware and application software) deployed in Fair Price Shops used in the State through USB cable & RS232 connectivity. 3. At any point of time, the operating software has to be compatible with the existing e-PoS application software. 4. Each weighing machine shall be with calibration certificate under Weights and Measures Act. 5. Sealing Provision as per Model Approval of Government of India or State government instructions. 6. The device should have suitable features to prevent tampering. 7. The scale design should be Micro controller or processor based. 8. The Scale should be supplied with bright LED or VFD. 9. The scale should be rugged to use in noisy and dusty environment. 10. Auto Calibration should be linked with jumper on the inside PCB. 11. Display for customers. 12. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval. 13. Availability of test certificate from Government/NABL/ILAC accredited lab for the proposed model.

Parameter/ Feature	Specifications Requirements
Load Cell & Over Load Protection	Single ended shear beam shall withstand the loading conditions suitable for Fair Price Shop operations. The machine should bear the impact loading.
Renewal of License and stamping	The successful bidder/System Integrator is responsible for yearly renewal of license and stamping of weighing machines issued by Legal Metrology Department during the contract period. The cost (if any) shall be borne by the System Integrator.

3. Deployment of electronic Weighing Machine: The tentative quantities of electronic Weighing Machines are to be delivered at specified locations mentioned at **Annexure-12**.

ITEM DESCRIPTION	Tentative Quantity (In Numbers)
Deployment of Brand New Electronic Weighing Machines in all Fair Price Shops (FPS) of the State.	11,944+

- Quantity may increase or decrease.
- Bid cost shall be calculated based on the above 11,944 numbers for the purpose of award of contract.
- Payments will be made for the quantity actually supplied, installed and commissioned at FPS points.

4. Deployment of trained manpower and setting up local office:

- The System Integrator (S.I.) shall deploy sufficient resources to plan and manage the installation and regular maintenance, check-up of weighing machines in the area of operations as well as need based replacement of battery, display or any other component of the weighing machine. The System Integrator (S.I.) shall ensure that the weighing machine devices are delivered and installed in a safe and secure manner. The System Integrator (S.I.) will have to provide sufficient technical manpower in each District and Block/ULB to ensure seamless operation at FPS. **The technical team of the System Integrator (S.I.) shall comprise of at least one Project Manager at State HQ for coordination with FS&CW Department/OSCSC Head Office and District Civil Supplies Office, a Nodal officer in each district head quarter and one technical persons per Block/ULB initially for a period of 6 months followed by two technical persons per District and one Project Manager at State HQ for the remaining project period.** The personnel of the System Integrator (S.I.) will pay regular visits to the FPSs and attend to field calls and resolve the issues. This team shall be responsible to address any kind of technical or operational issue being faced by the FPS dealers on priority basis and shall ensure that the weighing machines are in working condition.
- The System Integrator (S.I.) shall depute its technically qualified representative for installing the delivered quantity of electronic weighing machines. The designated officer from the Department will inspect the electronic weighing machines to check whether the machines supplied are as per the specification prescribed in this RFP. The Inspecting Official will prepare and submit the post-delivery inspection report to the concerned District Civil Supplies Office. Rejected equipment(s) shall be handed over to the authorized representative of the Supplier. The numbers of such defective equipment(s) shall be specified in the post-delivery inspection report.

5. Training to FPS Dealers and officials: The System Integrator (S.I.) shall impart training to all FPS Dealers & officials on use of the electronic weighing machines, its functionalities, operability, its 'Dos & Don'ts' along with troubleshooting of simple/basic errors if any. The System Integrator (S.I.) has to assess the number of trainings depending on number of Fair Price Shops in each district.

System Integrator (S.I.) must prepare and supply the training material in English and Odia. The training materials should be user friendly and should have update contact information pertaining to the local office, helpdesk support number and escalation point. Such materials shall be shared to FPS dealer/officials directly as well as through District Civil Supplies Office.

6. Post Delivery Inspection and Acceptance Sign-Off:

- a) The System Integrator (S.I.) shall depute its technically qualified representatives for installation/commissioning of the delivered quantity of electronic Weighing Machines in presence of the Nodal Officer, at Fair Price Shop locations indicated in this RFP. The Nodal Officer will inspect the installed electronic Weighing Machines and fill up the post-delivery inspection report. The successful Bidder needs to replace the rejected electronic Weighing Machine(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 FSCW Department/OSCSC 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 System Integrator (S.I.) 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 the concerned location(s) and approved post-delivery inspection report for the same acquired. After receipt of acceptance sign-off of all the products from all locations, FSCW Department/OSCSC would issue a letter to the System Integrator (S.I.) notifying the same following which, the System Integrator (S.I.) shall submit invoice to the Managing Director, OSCSC Ltd for release of payment as per the payment terms & conditions.

7. Handling & Transportation of electronic Weighing Machines:

The entire cost of Handling & Transportation of the electronic Weighing Machines, from the Manufacturing Plant or Port of Landing to the designated destination (Fair Price Shops) as specified by FS&CW Department/OSCSC, shall be borne by the selected Bidder.

8. Packing of electronic Weighing Machine:

The System Integrator (S.I.) shall provide such packing to the electronic weighing machines 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 System Integrator (S.I.) shall be responsible for any defect in packing.

9. Buffer Stock of electronic Weighing Machine:

In case of malfunctioning of devices or parts, decreased performance of the electronic Weighing Machine(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 the devices, the solution provider would maintain a buffer stock of additional 5% devices (5% of the tentative district-wise requirement) as indicated at Annexure-12. The SLA would include the condition of maintaining a buffer stock of 5% of electronic Weighing Machine(s) and related accessories. However, no additional cost will be paid for maintaining such buffer stock in each district.

10. Invoicing of electronic Weighing Machines:

After the successful delivery and installation of the electronic Weighing Machines at the designated locations and receipt of acceptance sign-off of all the products from all the locations, the System Integrator (S.I.) has to submit the invoice in triplicate, with all the required supporting documents as defined in the SLA, 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 and all necessary

supporting documents.

11. Warranty period of the supplied electronic Weighing Machines:

- a) The System Integrator (SI) shall supply only **new branded electronic weighing scale** machine having 05 (five) years warranty (i.e. covering five years of onsite warranty including 02 (two) years of OEM warranty). Under no such circumstances any second hand or repaired product shall be supplied.
- b) The System Integrator (S.I.) is required to provide 60 months' comprehensive Support & maintenance from the date of acceptance sign-off (i.e. 05 (five) years warranty (i.e. covering five years of onsite warranty period including 02(two) years of OEM warranty period) on its hardware and associated software.
- c) The warranty shall cover all the components and sub-components of the supplied electronic Weighing Machines, including patches and upgrades (free of cost) of the device driver.
- d) In addition to warranty as mentioned in the above clauses, 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.
- e) In all the above cases, the cost of all such repair & maintenance required shall be solely borne by the System Integrator (SI) during the entire contract period of 60 months. No additional cost over & above the quoted cost shall be paid/reimbursed to the System Integrator (SI) during the complete period of 5years(60 months from the date of sign-off)

12. Reporting of issues:

- a) The System Integrator (S.I.) needs to provide the contact number/e-mail of the OEM or authorized partner helpdesk support, email ID and contact number of the successful Bidder's representatives and addresses & contact numbers for OEM or authorized partner service centers to the FSCW Department/OSCSC Head Office. Any issue relating to the electronic weighing machines will be reported to the respective OEM/Authorized partner Helpdesk by concerned operators and the complaint/case number generated for the incident will be e-mailed to the successful Bidder's representative. It is the responsibility of the successful Bidder to track each issue and ensure its resolution within the prescribed SLA timelines specified in RFP. Once issues are resolved, confirmation e-mail needs to be sent back to the person who reported the issue originally with a copy to FS&CW Department/OSCSC.
- b) In case there is a change in the process for reporting issues, it will be appropriately communicated to the 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:
 - i. Understanding the query/issue in the reported request. It could be related to hardware and software including, but not limited to, issues linked with any component of the electronic weighing machine 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 the 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.

I. Duration of the Project :

The duration of the project will be for 5 (five) years (i.e. five years warranty covering five years of onsite warranty including 02 (two) years of OEM warranty), starting from the date of Acceptance Sign off, which may be extended further depending upon the performance of the service provider as well as the system/project requirement.

J. Instruction to the Bidder

1. General

- a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications for participating in the RFP process, Bidders must form their own conclusions about the solutions needed to meet the requirements. Bidders and recipients of this RFP may consult their own legal advisers with regard to this RFP.
- b) All information supplied by Bidders will be treated as contractually binding on the Bidders, on successful award of the assignment by FS&CW Department/OSCSC Ltd. on the basis of this RFP.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the FS&CW Department. Any notification of preferred bidder status by FS&CW Department/OSCSC Ltd. shall not give rise to any enforceable rights by the Bidder. FS&CW Department/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 FS&CW Department.
- d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

2. Compliant Proposals/Completeness of Response

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

3. Pre-Bid Meeting & Clarifications

- a) Pre-bid queries can be raised within the dateline mentioned at '**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 No	RFP Documents Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification

- c) FS&CW Department/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 FS&CW Department;

- d) The Nodal Officer notified by the FS&CW Department/OSCSC Ltd. will endeavor to provide timely response to all queries. However, FS&CW Department/OSCSC Ltd. neither makes representation or guarantee 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. FS&CW Department/OSCSC Ltd. also does not guarantee that the Suggestion (s) made by any prospective bidder through pre-bid query or otherwise shall be accepted;
- e) At any time prior to the last date for receipt of bids, FS&CW Department/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;
 - i. 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, FS&CW Department/OSCSC Ltd. may, at its discretion, extend the last date for the receipt of proposals through publication in website.

4. Key Requirements of the Bid

a) Right to Terminate the Process

FS&CW Department/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. This RFP does not constitute an offer by FS&CW Department. The bidder's participation in this process may result in FS&CW Department/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 of **Rs.10,000 (Rupees ten thousand)** only through Demand Draft from any scheduled Bank/Nationalized Bank in favour of **Managing Director, Odisha State Civil Supplies Corporation Ltd.** payable at Bhubaneswar. Proposals received without or with inadequate tender fee shall be rejected.

c) Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of Rs. 41,00,000/- (Rupees forty-one 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.

- i. 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.
- ii. 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, 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 System Integrator (S.I.) would be required to provide a Performance Security either in form of Demand Draft from any Scheduled/Nationalised Bank or in form of Performance Bank Guarantee from any Scheduled/Nationalised Bank, within 15 days from the notification of award, for a value equivalent to @10% of the total work order cost. The performance security should be valid for a period of 60 days beyond the period of contractual obligations (including warranty period). The System Integrator (S.I.) 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 System Integrator (S.I.) fails to submit performance security within the stipulated time, the FSCW Dept at its discretion may cancel the order placed in favour of the System Integrator (S.I.) 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. The performance security shall be refunded (without interest), after successful performance of the contract as per the SLA and successful exit management.

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.

5. Preparation and Submission of Proposal

- a) **Site Visit(s):** The bidder may wish to visit and examine the site (s) of the project and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the contract. The cost of visiting the site (s) shall be borne by the bidder. No site visit (s) shall be scheduled after the prescribed date for submission of bids.
- b) **Proposal Preparation Costs:** The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by FS&CW Department/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.
- c) **Language:** The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.
- d) **Submission of Proposals:** 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 "The Managing Director, Odisha State Civil Supplies Corporation Ltd, C/2 Nayapalli, Bhubaneswar, PIN-751012, Odisha" super scribing <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 unopened. FS&CW Department/OSCSC shall not be held responsible for any postal delay for receipt of any bid. Bid(s) delivered by hand/courier will not be entertained.

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 in the Format section of the RFP document. All the projects cited needs to be submitted by supporting credentials (work orders/completion certificates) from clients.

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 'Supply, Installation, Commissioning & Maintenance of Electronic Weighing Machines on rental mode and its Integration with electronic Point of Sale devices at Fair Price Shops' in the State of Odisha'.
- 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.
- 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 initialed by the person (or persons) who sign (s) the proposals.
- ix. All pages of the bid shall be initialed and stamped by the authorized person or persons who sign the bid.

e) 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	Tender Fee (non-refundable)	In shape of Demand draft drawn in favor of "Managing Director, OSCSC Ltd"
12	EMD	In shape of DD/BG drawn in favor of "Managing Director, OSCSC Ltd"
13	Documents to be Submitted	<ol style="list-style-type: none"> 1. Copy of Certificate of Incorporation self- certified by the Authorized Signatory of the company; 2. Copy of PAN; 3. Copy of last three financial years IT return filling; 4. Copy of GST certificate; 5. Copy of Valid ISO 9001:2015 certificate; 6. Copy of Power of Attorney; 7. Signed copy of this RFP with Official seal; 8. Any other relevant document as required in the RFP.

As a part of the submission of 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.

6. Late Bids

- a) Interested Bidder needs to submit the bids within the scheduled date & time for submission of bids. Bidder need to plan well in advance to submit the bids in due time.
- b) The bids submitted physically or by telex/telegram/fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
- c) FS&CW Department/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) 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.

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

8. Tender Validity: The offer submitted by the bidders should be valid for minimum period of 180 days from the bid submission date. However, validity of the price bid of System Integrator (S.I.) will be for entire contract period including extension period as mentioned in the RFP.

9. Authentication of Bid: A proposal should be accompanied by a power of attorney in the name of the signatory of the Bid Proposal.

K. 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:
- b) Evaluation of Pre-qualification-cum-Technical Proposal.
- c) Evaluation of Financial Proposals of Technical qualified bidders.
- d) 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 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.

2. Evaluation of 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.

SL NO	CLAUSE	DOCUMENTS REQUIRED
1	1. The Bidder should be registered under the Companies Act, 1956/2013. 2. Bidder should have registered offices in India and	1. Copy of Certificate of Incorporation self- certified by the Authorized Signatory of the

SL NO	CLAUSE	DOCUMENTS REQUIRED
	<p>should be in existence in India for at least the last 05 (Five) years, as on date of submission of bid.</p> <p>3. The Bidder should have been operational for a period of at least 05 (Five) years as on date of submission of bid.</p> <p>4. Consortiums are not allowed.</p>	<p>company;</p> <p>2. Copy of PAN;</p> <p>3. Copy of last three financial years IT return filling;</p> <p>4. Copy of GST certificate;</p> <p>5. Copy of Valid ISO 9001:2015 certificate</p>
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 40 crores in the last 03 (Three) audited financial years (FY 19-20, 20-21 & FY 21-22) Format at Annexure-4	<p>1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 03 (three) audited financial years (FY 19-20, 20-21 & FY 21-22).</p> <p>2. Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 (three) given financial years.</p>
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 03 (Three) audited financial years (FY 19-20, 20-21 & FY 21-22) Format at Annexure-4	<p>1. Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 03 (Five) audited financial years (FY 19-20, 20-21 & FY 21-22).</p> <p>2. Certificate duly signed by Statutory Auditor of the Bidder confirming the net-worth and profit after Tax for each of the specified years.</p>
5	The Bidder/OEM must have experience in supplying, Commissioning & Maintenance of Electronic Weighing Machines and its integration with e-PoS of minimum of 10,000+ numbers to Govt. Departments/PSUs as on date of bid submission - 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/PSU/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	<p>If the OEM is bidding directly, it must submit a declaration on its authorized letter head clearly stating..</p> <p>If the bidder is other than OEM, Bidder has to obtain</p>	<p>That the bidder is a manufacturer/owner of the Weighing Scale Machine that the bidder is offering through this tender.</p> <p>MAF from the OEM as per the Format</p>

SL NO	CLAUSE	DOCUMENTS REQUIRED
	MAF from the OEM of the Weighing Scale Machine & submit in the MAF certificate format annexed at Annexure-10.	at Annexure-10
	If the Bidder is an authorized dealer of electronic Weighing Machine.	Certificate of Dealership/ authorization letter as per the given Annexure.
	In all of the cases, the bidders shall be Manufacturer/Dealer of Weighing machines shall hold at least one valid dealing license issued by any State Government in India by respective states' Department of Legal Metrology.	Dealing License issued by Legal Metrology Department.
8	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.
9	The Electronic Weighing Machine proposed should meet the minimum specifications indicated in the RFP	A self-certified document indicating compliance to minimum specifications.
10	Required Tender Fee should have been submitted.	Demand Draft from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.
11	Required EMD should have been submitted	In shape of DD/BG from a Scheduled Bank/Nationalized Bank in the name of OSCSC Ltd.

3. Technical Bid 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 Electronic Weighing Machines and its integration with e-PoS, to Govt. Departments/PSUs Format at Annexure-5	20	Number of Projects (For each completed project @10Marks) 1. For each on-going project @05 Marks Maximum of 20 marks Notes: 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	Number of Electronic Weighing Machine by Bidder/OEM: Credential in Supplying & Maintenance of Electronic Weighing Machines and its integration with e-PoS (10,000 numbers & above) to Govt. Departments/PSUs. Format at	20	Numbers Supplied & Marks: >10000 ≤ 20000 – 5 Marks >20001 ≤ 30000 - 10 Marks >30000 - Maximum 20 Marks

SL NO	DETAILS	MAXIMUM MARKS	BASIS OF MARKS TO BE ALLOTTED
	Annexure-5		
3	Average annual turnover of the Firm in last 03 (Three) financial years i.e. FY 19-20, 20-21 & FY 21-22. (Certificate from Chartered Accountant (Statutory Auditor) with authorized seal & signature shall be submitted) Format at Annexure-4	20	<p>>Rs.40 crores ≤ Rs.60 crores: 10 marks</p> <p>>Rs.60 crores ≤ Rs.80 crores: 15 marks</p> <p>>Rs.80 crores: Maximum 20 marks</p>
4	Demo of Device as Per RFP requirements & Other Qualitative Analysis (A hard copy of the presentation along with soft copy (PPT) in pen-drive should be attached with the technical bid)	40	<p>Evaluation would be done based on the proposed integrated form factor for deployment:</p> <ol style="list-style-type: none"> 1. Demonstration of Electronic Weighing Machine in Compliance with Hardware specifications & its compatibility with existing e-PoS device as given in RFP -15 Marks 2. Description on the strategy for deployment & Help desk support as given in RFP -10 Marks 3. Description on Training plan with a sample training module as given in RFP -5 Marks 4. Description on Approach/ methodology, work plan & contingency measure as per the scope of RFP & SLA management- 10 Marks

4. Evaluation of Financial Proposals of Technical qualified bidders

- The Financial Bids of technically qualified bidders (i.e. technical score 70 & above) in technical evaluation criteria will be opened on the prescribed date.
- The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- In case there is rate tie between two bidders, then the bidder with highest technical bid score will be awarded.
- FS&CW Department/OSCSC reserves the right to ask for the detailed cost-sheet for any of these activities, if necessary, for price rationalization from the L1 Bidder.

5. Bid Scrutiny:

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

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

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

6. Evaluation Process

- i. FS&CW Department/OSCSC Ltd. will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- ii. The Proposal Evaluation Committee constituted by FS&CW Department/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.
- iii. 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.
- iv. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals, if required.
- v. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- vi. In order to facilitate the technical proposal evaluation, the technical criteria laid down along with the assigned weights have been presented in subsequent sections. The marking scheme presented here is an indication of the relative importance of the evaluation criteria. Only bidders securing a minimum of eligible marks in the technical evaluation will be considered for further financial bid evaluation. Bids of Tenders which don't secure the minimum specified technical score will be considered technically non-responsive and hence debarred from being considered for financial evaluation.

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

FS&CW Department/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

- i. 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.
- ii. The preferred bidder (L1 Bidder) shall be invited for signing 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.
- iii. Tender Inviting Authority (TIA) reserves the right to ask for detailed cost-sheet, if necessary, for price rationalization from the preferred Bidder.
- iv. 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.
- v. TIA reserves the right to cancel the whole tender process without assigning any reason thereof.

9. Purchaser's Procurement Rights: Without incurring any liability, whatsoever to the affected bidder or bidders, the FS&CW Department/OSCSC Ltd. reserves the right to:

- a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.

- b. Change any of the scheduled dates stated in this tender.
- c. Reject proposals that fail to meet the tender requirements.
- d. Remove any of the items at the time of placement of order.
- e. Increase or decrease no. of resources supplied under this project.
- f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest (at Lowest-1 approved rate).
- 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 concept, staffing and Price Proposals. After the contract has been successfully negotiated, selected Agency will be issued Letter of Intent (LoI) by the FS&CW Department/ OSCSC Ltd.

L. Payment Schedule

1. **Mode of Payment:** Bills in triplicate, shall be raised on quarterly basis in favour of Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2 Nayapalli, Bhubaneswar addressed to The Additional Secretary (NFSA), Food Supplies & Consumer Welfare Department, Loka Seva Bhawan, Sachivalaya Marg, Bhubaneswar-751001, Odisha along with all necessary statutory supporting documents as may be required during processing of payment. The payment shall be released periodically within 30 days after submission of all necessary documents to this Department.
2. The agreed cost shall be the rent per quarter per brand new Electronic Weighing Scale Machine in INR (i.e. for Cost for Supply, Installation, Commissioning & Maintenance of brand new Electronic Digital Platform Weighing Machine in all Fair Price Shops of Odisha and its Integration with Electronic Point of Sale Devices on Rental Mode for five years covering five years of onsite warranty including two years of OEM warranty, inclusive of all incidental and ancillary cost, duties, levies, other taxes & exclusive GST) as approved in the bidding process.
3. The total agreed cost (five years) shall be paid **on quarterly basis from the date of Go-Live in 05 (five) years i.e. in 20 (twenty) equal quarterly installments.** The SI shall produce necessary certificate from the district authorities regarding functioning of machine deployed at FPS point along with call log sheet for functioning of Help-Desk support. The System Integrator shall obtain district wise quarterly performance certificate from the CSOs/CCSOs for release of payment.

4. Payment Terms

- a) The successful Bidder will be compensated after adjustments against the penalties levied with respect to the SLA defined in the Contract.
- b) The entire cost for supply, installation and commissioning of the Electronic Weighing Machines along with the Contract cost for 05 (five) years warranty (i.e. covering five years of onsite warranty including 02 (two) years of OEM warranty), will be borne by the successful Bidder and factored in his Financial Proposal submitted in response to the RFP.
- c) In case of any malfunctioning in the Electronic Digital Platform Weighing Machine reported by district leading to disruption in distribution of PDS commodities, penalty as appropriate will be imposed upon the Bidder.
- d) The Total Contract Value quoted in the Financial Bid should cover all costs anticipated by the successful Bidder, on the basis of requirements listed in the RFP.
- e) 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 SLA or any other requirements

as stated in the RFP. No additional payment for these components would be made to the successful Bidder.

- 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.

5. Additional Costs

- a) 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.
- b) OSCSC/FS&CW Department/OSCSC Ltd. shall make payments after withholding tax deductible at source as appropriate.
- c) No such advance payment in any respect shall be released to the successful bidder prior to fulfilment of necessary conditionality as defined in the RFP.

6. 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 FS&CW Department/OSCSC 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 FS&CW Department/OSCSC 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) FS&CW Department/OSCSC shall be entitled to delay or withhold payment of any invoice or part of it delivered by the successful Bidder where:
- f) FS&CW Department/OSCSC disputes such invoice or part of it provided that such dispute is bonafide.
- g) FS&CW Department/OSCSC 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.
- h) 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.
- i) Any software/operating system/application supplied with the hardware is found pirated/incompatible.
- j) The supplied hardware/software is found to be non-compliant to the agreed specifications/standards as mentioned in the contract.

- k) Any deviation observed in the quality/quantity of the procured hardware/software in comparison to the agreed terms specified in the contract.
- l) Any exercise by FSCW Department/OSCSC under this clause shall not entitle the successful Bidder to delay or withhold provision of the services.

7. Liquidated Damages: In the event of delay in execution of work, specified in this Contract/furnishing of deliverables, the successful 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.

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

- 1. Award Criteria:** FS&CW Department/OSCSC will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.
- 2. Notification of Award:** Prior to the expiry of the validity period, FS&CW Department/OSCSC will notify the successful bidder in writing or by fax or email (in shape of issuing Letter of Intent), that its proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, FS&CW Department/OSCSC may like to request the bidders to extend the validity period of the bid. The notification of award will constitute the formation of the contract. Upon the successful bidder's furnishing of Performance Bank Guarantee, FS&CW Department/OSCSC Ltd. will notify each unsuccessful bidder.
- 3. Contract Finalization and Award:** FS&CW Department/OSCSC shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.
- 4. Signing of Contract:** After FS&CW Department/OSCSC Ltd. notifies the successful bidder that its proposal has been accepted, FS&CW Department/OSCSC Ltd. shall issue work order and an agreement shall be executed among '**Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)**' and the '**successful bidder**' taking into account the relevant clauses of RFP, pre-bid clarifications, Corrigenda, the proposal of the bidder in addition to other agreed clauses. Service Level Agreement (SLA) would be signed for entire project period & value.
- 5. 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.
- 6. Performance Review**
 - a) Monthly performance review of the Services rendered by the Bidder will be carried out in Project Review Meetings every month during the whole life cycle of this project.
 - b) Monthly Project Review Meetings will be conducted FS&CW Department/OSCSC Ltd. or under designated officer appointed by FS&CW Department/OSCSC Ltd. with the successful Bidder or their nominated representatives.
 - c) Indicative agenda for these monthly meetings will be to discuss progress of the project, priorities, Service levels and device performance with respect to locations of the FPSs.

- d) The meeting date, time and venue will be informed by the Department. Additional meetings may also be held if needed at the request of either the Department or the Bidder.
- e) The representatives of district authorities will provide necessary information field level information required from the point of view of vendor performance and service level monitoring during project review meetings. The same shall be used for verification of SLAs which requires field level information for verification purpose.

7. Definition of SLA Terms

- a) For purposes of the SLA monitoring, the SLA terms as specified in this RFP document shall have definitions as set forth below:

Sl.	SLA Terms	Definition
1	Uptime	Shall mean the time period for which the availability of the specified device/ services / components with specified technical and service standards are working as intended and available to FPS Dealer.
3	Downtime	Shall mean the time period for which the specified device/ services / components with specified technical and service standards are not available to FPS Dealer and excludes the Scheduled planned outages.
4	Transaction	Shall mean sale of PDS commodities at the FPSs to the intended PDS beneficiaries using the weighing machine integrated with ePoS device installed and maintained by the S.I.
5	Incident	Refers to any Complaint / Event / Abnormalities reported in the functioning of weighing machine devices commissioned at the FPSs that may lead to disruption in normal FPS operations.
6	Support	Shall mean, during Business hours the helpdesk team shall provide Handholding support, Device malfunction reporting, Troubleshooting ticketing, other related enquiries, calls / communications by the FS&CW Department and/or FPS Dealers during the period of contract
7	Device Malfunction	Shall mean any issue / problem that impairs the functionality of the device externally or internally making the device inoperable and(or) working in compromised condition with no or reduced functionality and(or) any other unintended operation through the device
8	Response Time	Shall mean the time from the report of incident at the successful bidder's help desk to the time bidder's technician/engineer attended the reported incident.
9	Resolution Time	Shall mean the time taken by the bidder's technician / engineer after the incident has been assigned to him / her in resolving, diagnosing, troubleshooting, fixing or replacing the faulty device at FPS level and followed by closing the incident by the bidder's Help desk in confirmation with the FPS Dealer.
10	Monitoring	Shall means continuous monitoring of the service level of the RFP document. The field level monitoring and supervision shall be Carried out by the District FS&CW offices.
11	Penalty	Shall mean deductions/recoveries to be made from the total monthly payable to the vendor for that month in INR from the invoices of the bidder as specified herein due to non-response, inefficiency, under performance and delayed service by the SI. This shall also include any non-compliance of the terms and Conditions of the contract.

- b) Bidder shall be responsible for training his / her engineer / technician to be deployed on field on

application / hardware and efficiently installing and running the same on the device supplied along with successful functioning of all the features in the device.

- c) Successful bidder shall have its own incident handling and resolution system and will utilize the same to manage incident reporting with respect to incidents regarding weighing machine device reported by FPS owners. However, bidder shall ensure that designated authorities from the FS&CW Department/OSCSC Ltd. will be given access to daily incident log reports, response and resolution time and other reports as required by them.
- d) In the event of non-compliance of the service levels agreement, Bidder(s) shall be subject to penalty as denoted in this RFP.
- e) In case of consistent Breach/non-compliance of service levels, Department will have the right to terminate the Contract with Bidder as per this RFP if required.
- f) Once the incident is logged in the bidder's support system, then the incident can be resolved by bidder's technician/engineer over call or by personal visit to respective FPS.
- g) Incident resolution can be done through both the methods – (i) over the call with the respective FPS owner/operator by bidder's technician/engineer, and (ii) in person visit to the respective FPS location by bidder's technician/engineer.
- h) Bidder(s) shall bear the responsibility of choosing the method of handling and resolving the incident reported by the FPS owner and should be based on the bidder's decision on how to resolve the incident in the least possible time frame.
- i) The hours mentioned in SLA are working hours and will be considered as per the working hours defined in this RFP

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

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

10. Compensation for Termination of Contract: If the bidder fails to carry out the award/work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by FS&CW Department/OSCSC LTD, without any valid reasons as acceptable, FS&CW Department/OSCSC LTD, may terminate the contract after giving 1 month's notice and the decision of FS&CW Department/OSCSC LTD in the matter shall be final and binding on the bidder. Upon termination of the contract, FS&CW Department/OSCSC LTD shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

11. Force Majeure: Force Majeure is herein defined as any cause, which is beyond the control of the System Integrator (S.I.) or FS&CW 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.

12. 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 foregoing, 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.

13. Exit Plan: The System Integrator (S.I.) will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/vendor appointed by FSCW Dept/OSCSC Ltd before project closure. Ownership of IPR and Source code developed for central application and PoS Device will be with FS&CW Department, GoO. Bidder will hand it over to the Government representatives at the time of exit.

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

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

15. Action for Breach of Contract: It is the responsibility of the System Integrator (S.I.) to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the FS&CW Department/OSCSC Ltd. In the event of non-performance or

violation of any provision of the contract by the service provider, the security deposit shall be forfeited and the balance work would be done as his risk and cost. He shall also be blacklisted and debarred from participating in the future tender of the FS&CW Department/OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department/OSCSC Ltd. would be final and binding on the Parties.

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

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

18. Amendment or modification in Contract: No such modification, variation or amendment to contract shall have any force unless it is in writing and has been signed by the parties.

19. Use of Name, Trademark, or logo: Neither party shall use the name, trademark, or logo of the other in any advertisement, press release, publicity or other materials printed or published with reference to this Agreement without the express written consent of the other, or as required by law or any governmental agency. Neither party shall disparage the other.

20. Personnel: System Integrator (S.I.) 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 System Integrator (S.I.) employees/personnel, System Integrator (S.I.) 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. System Integrator (S.I.) 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.

21. 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.

N. Formats & 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 Electronic Weighing Machines	Annexure-12

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 FS&CW Department/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 _____/Date _____. 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.

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 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.
3. 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.
4. 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.
5. The undersigned is authorized to sign the documents being submitted through this RFP. (A copy of Power of Attorney may be enclosed).
6. 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.
7. 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.
8. 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.
9. This is to certify that the bid proposal contains _____ Nos of pages.
10. The entire RFP document have 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)

ANNEXURE -2
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 < 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 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 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.

Annexure -3**Particulars of the bidder**

Ref : < Title of the RFP> published vide Advt. 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	Valid ISO 9001:2015 certificate Number		
11	IT Return Copy for the last Three Financial Years FY-2019-20, 2020-21 & 2021-22.	Ack. IT Copy No- Ack. IT Copy No- Ack. IT Copy No-	
12	Average Annual Turnover of the Company In 03(Three) Financial Years FY- 2019-20,2020-21 & 2021-22	FY 19-20- FY 20-21- FY 21-22-	
13	Net worth (measured as paid-up capital plus free reserves) for each of the last 03(Three) audited financial years FY- 2019-20, 2020-21 & 2021-22	FY 19-20- FY 20-21- FY 21-22-	
14	Tender Fees Detail	DD No-	
15	EMD Submission Detail	DD No/BG No.-	
16	Name of the Authorized person (Copy of Power of Attorney to be Enclosed)		

Signature of the Bidder with official Seal

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)

Sl. No.	Financial Year	Annual Turnover in Lakhs
1.	2019-20	
2.	2020-21	
3.	2021-22	
Average Annual Turnover		

Financial Capacity of the Bidder(Net Worth)

Sl No.	Financial Year	Net Worth In Lakhs	Profit after Tax
1.	2019-20		
2.	2020-21		
3.	2021-22		

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 03 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 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.

Annexure-5**Work Experience of the Bidder**

Ref : < Title of the RFP> published vide Advt. No _____/Date_____

The following information should be provided for having experience in Supplying, Commissioning & Maintenance of Electronic Weighing Machine and its Integration with electronic Point of sale devices at Fair Price Shops, to Govt. Departments/ PSUs as on date of submission of bid.

< Title of the RFP> published vide Advt. No _____/Date_____

Sl No.	Name of the Indenting Authority (Central Govt./State Government/ PSUs)	Work Order Number/Date	Work Order Value/ Contract Value	Number of Electronic Weighing Machine Supplied to the Indenting Authority	Period of Contract	Page Number at which the Work Order Copy & Work Completion Certificate enclose in the Bid
1						
2						
3						
4						
5						

IMPORTANT:

1. 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 electronic weighing scale quantity already supplied with the paid value for evaluation.
2. The Bidder is required to furnish the above table information for completed project & on-going project separately (i.e. in separate sheet).

(Signature, name and designation of the authorized signatory)

Approach, Methodology & Work Plan

(To be furnished in the Technical Proposal)

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

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**(In Bidder's official letter Head)****To**

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

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

Dear Sir,

I/We, _____ enclose herewith our Financial 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 bid due date 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. (OSCSC), for a sum equivalent to make it 10% of the total price 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 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.

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. (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 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.

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,

Seal & Signature: _____

Full Name: _____

Designation: _____

FINANCIAL PROPOSAL FORMAT

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

Electronic Digital Platform Weighing Machine
Model Name _____ **Model Code** _____

Particulars	Rent per Quarter per Electronic Digital Platform Weighing Machine in INR
Column. A	Column. B
Rent per Quarter per Electronic Digital Platform Weighing Machine in INR (i.e. for Supply of Brand New Electronic Weighing Scale Machine, its Installation, Commissioning & Maintenance in all Fair Price Shops of Odisha and its Integration with Electronic Point of Sale Devices on Rental Mode for five years covering five years of onsite warranty including two years of OEM warranty, inclusive of all incidental and ancillary cost, duties, levies, other taxes & exclusive GST) In Figure	
Rent per Quarter per Electronic Digital Platform Weighing Machine in INR (i.e. for Supply of Brand New Electronic Weighing Scale Machine, its Installation, Commissioning & Maintenance in all Fair Price Shops of Odisha and its Integration with Electronic Point of Sale Devices on Rental Mode for five years covering five years of onsite warranty including two years of OEM warranty, inclusive of all incidental and ancillary cost, duties, levies, other taxes & exclusive GST) In Words	

Note:

- The quoted price to cover all incidental and ancillary cost pertaining to the scope of work & all other terms & conditions defined in this RFP.
- The rate to be quoted excluding GST. GST as applicable shall be paid extra by FS&CW Department/OSCSC Ltd.
- The rate quoted at Column. B above shall be the decision factor for selection of L1 bidder.
- 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.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in the RFP will be considered.
- TDS shall be deducted at appropriate percentages as per IT Act/GST.
- Any conditional bid will not be accepted.
- Lowest bid among financial bid will win the bid.
- In case of a rate tie, the bidder with higher technical score will be awarded the contract.

Authorized Seal & Signature of the Bidder

Form for self-declaration of not been Blacklisted

(To be submitted in the form of court affidavit)

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 _____

Subj: 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:

1. 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.
2. 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, FS&CW/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.

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 < Title of the RFP> published vide Advt. No _____/Date_____.

1. We endorse the two years OEM warranty & three years of comprehensive onsite warantee', contracting and licensing terms provided by <Bidder> to FSCW/OSCSC.
2. We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.
3. We do undertake for availability of all spare parts of the Weighing Scale Machine for the total five years bidder contract.

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]

[DateandTime] [Seal]

[Business Address]

*** To be provided by the OEMs of Electronic Weighing Machine)**
(To be supported by OEM Company incorporation Certificate)

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 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.

Annexure-12

District wise List of Deployment of Electronic Weighing Machines

SL No	Name of the District	Total Number of Fair Price Shops in currently operated in State of Odisha	Number of Electronic Weighing Machine to be Deployed at Fair Price Shops	Buffer Stock @5% to be kept with the District Civil Supplies Office
1	ANGUL	500	500	25
2	BALASORE	962	962	48
3	BARAGARH	279	279	14
4	BHADRAK	477	477	24
5	BOLANGIR	342	342	17
6	BOUDH	74	74	4
7	CUTTACK	957	957	48
8	DEOGARH	80	80	4
9	DHENKANAL	632	632	32
10	GAJAPATI	182	182	9
11	GANJAM	671	671	34
12	JAGATSINGHPUR	574	574	29
13	JAJPUR	755	755	38
14	JHARSUGUDA	144	144	7
15	KALAHANDI	309	309	15
16	KANDHAMAL	171	171	9
17	KENDRAPARA	562	562	28
18	KEONJHAR	387	387	19
19	KHORDHA	549	549	27
20	KORAPUT	350	350	18
21	MALKANGIRI	117	117	6
22	MAYURBHANJ	518	518	26
23	NAWARANGPUR	211	211	11
24	NAYAGARH	293	293	15
25	NUAPADA	151	151	8
26	PURI	661	661	33
27	RAYAGADA	241	241	12
28	SAMBALPUR	216	216	11
29	SONEPUR	124	124	6
30	SUNDERGARH	455	455	23
Total		11,944	11,944	597

N:B: The above listed district wise Electronic Weighing Machine is indicative in nature and may increase or decrease based on active FPSs at the time of deployment.

&&&