



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

REQUEST FOR PROPOSAL (RFP)

For

Selection of agency for 'Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management'



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Notice Inviting Tender



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

(A Govt. of Odisha Undertaking)

Registered Office: C/2, Nayapalli, Bhubaneswar-751012

Tel No: 0674-2395391, Fax No-0674-2395291, website: www.oscsc.in

REQUEST FOR PROPOSAL (RFP)

For Selection of agency for 'Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management'

Advt. No. 14946/OSCSC, dated 17.08.2026

Request for Proposals are invited from interested bidders being registered under Indian Companies Act-1956/2013 (i.e. in operation since last 5 years prior to the date of issue of the RFP), having valid registration certificates and eligibility as per the criteria in the RFP published in the official website www.tendersodisha.gov.in, www.foododisha.in & www.oscsc.in, for 'Selection of agency for Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management'. The details of time table of the RFP are as under:

Sl No	Particulars	Date & Time
1	Publication of RFP in the Website	Date 19-08-2026
2	Pre-Bid Meeting	Date 28-08-2026 at 1600 Hours, at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
3	Last date (deadline) for Submission of bids(on-line)	Date 03-10-2026, through e-Procurement Portal: www.tendersodisha.gov.in
4	Opening of Technical Bids (on-line)	Date 05-10-2026 at 1600 Hours, at Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-751012
5	Evaluation of Technical Bid Presentation	Date 08-10-2026 at 1600 Hours, at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012.
6	Opening of Financial Bids (on-line)	Date 14-10-2026 at 1600 Hours, at Office of OSCSC Ltd., C/2, Nayapalli, Bhubaneswar-751012. Any change in the scheduled date will be intimated to the Technically Qualified Bidders through online & registered mail ID.

The Bid proposals shall be submitted online through e-Procurement Portal: www.tendersodisha.gov.in. The authority reserves the right to cancel any or the entire selection process without assigning any reason thereof.

-sd/-

Managing Director, OSCSC Ltd.



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Disclaimer: -

- The information contained in this Request for Proposal (hereinafter refer to as 'RFP') document provided to the bidders by the Odisha State Civil Supplies Corporation Limited, (hereinafter refer to as OSCSC Ltd.), or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.
- The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of proposals. This RFP document does not purport to contain all the information each Bidder may require.
- This RFP document may not be appropriate for all persons and it is not possible for the 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.
- 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.
- 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.
- OSCSC Ltd. may terminate the process at any time without assigning any reason and upon such termination, OSCSC Ltd. shall not be responsible for any direct or indirect loss or damage arising out of such a termination.
- OSCSC Ltd. may, in its absolute discretion but without being under any obligation to do so, reserves the right to update, amend or supplement the information in this RFP document.



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A. Fact Sheet:

Title of the Service/activity	Selection of agency for 'Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management'.
Publication of RFP	Request for Proposal (RFP) has been published in the official website of FS & CW Department & OSCSC Ltd. www.foododisha.in & www.oscsc.in and the bid shall be submitted online through e-Procurement Portal: www.tendersodisha.gov.in . The advertisement has been published in widely circulated two English & Odia newspapers.
Eligibility of the Bidder	Legal Entity: - The Bidder must be an individual company registered in India under the Companies Act, 1956/2013 and should have been in existence in India for at least 5 (five) years prior to the date of issue of this RFP. Experience: - The bidder should have experience in similar type of Operations & Maintenance of ePoS devices to Government Departments/PSUs, worth minimum work order value of Rs. 50.00 Lakhs (in at least one project) in last five financial years ending with FY-2024-25. Original Equipment Manufacturer (OEM)/Other than OEM: - If the



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	Original Equipment Manufacturer (OEM) is bidding directly, it must submit a declaration on its authorized letter head clearly stating that the bidder is a manufacturer/owner of the brand GL-11 e-PoS device that the bidder is offering through this tender. If the bidder is other than OEM, Bidder has to obtain Manufacturer Authorization Form (MAF) from the OEM of the e-POS device & submit in the prescribed MAF certificate format. 4. Average Annual Turnover: - The bidder should have a minimum average annual turnover of Rs. 40,00,00,000.00 (Forty Crores) only in the last 03 (three) financial years i.e. FY-2022-23, FY-2023-24 & FY-2024-25. 5. Certificate: - The bidder should have a Valid ISO 9001:2015 certificate or above. 6. Declaration: - Declaration should be submitted that the bidding company/Firm is neither 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 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.
Project Period	The total project period is for (02) two years or till condemnation of the existing e-PoS devices in operation, whichever is earlier. Subject to satisfactory performance, in case of any exigencies the contract period may be extended to the extent of 50% of original contract period , as per the prevailing norms of OGFR-2023.
Language	The Proposal should be filled by the Bidder in English language only.
Bid Validity	Proposals/Bids must remain valid for a period of 180 days after the last date of submission of bid.
Tender Fees	The bidders shall submit the Tender Fee (non-refundable) of Rs.20,000/- (Rupees twenty thousand) only through online mode at www.tendersodisha.gov.in along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.
Earnest Money Deposit (EMD)	The Bidders shall submit along with their Bids, EMD of Rs 40.00 Lakh (Rupees forty lakhs) only through online mode at www.tendersodisha.gov.in
Performance Security	The selected bidder would be required to provide a Performance Security either in shape of Demand Draft or in shape of e-PBG in favour of ' Odisha State Civil Supplies Corporation Ltd. (OSCSC) ' payable at Bhubaneswar from any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to @5% of the total contract value.
Method of	1. The bidder must have minimum pre-qualification criteria as detailed in



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Selection	the RFP. - The technical score of all the bidders would be calculated as per the criteria. All the bidders who achieve at least 70 marks in the technical evaluation would be eligible for opening of their Financial Bid and rate comparison. In case after technical evaluation, it is found that less than three number of eligible bidders scoring at least 70 marks, the TIA reserves the right to reduce the score to arrive at minimum three eligible bidders. However, in no such case the marks secured below 60 marks by any bidder will be considered. - The Lowest bid among financial bid will win the bid. - In case of rate tie in financial Bids between more than one/two bidders, preference will be given on the technical score i.e. higher scored bidder shall be given 1st preference. - In case of rate tie in financial Bids between more than one/two bidders with the same technical score, then preference will be given on the bidder with highest average annual turnover.
Submission of the Bids	- The mode of submission of bids shall be e-Procurement Mode through www.tendersodisha.gov.in. - The financial proposal shall be submitted through online mode (BOQ format) at www.tendersodisha.gov.in.
Tender Inviting Authority & Address for Communication	- Tender Inviting Authority (TIN): Managing Director, Odisha State Civil Supplies Corporation (OSCSC) Ltd. - For all purposes the address for Communication shall be as follows: The Managing Director, Odisha State Civil Supplies Corporation (OSCSC) Ltd., Head Office, C/2 Nayapalli, Bhubaneswar -751012, eMail ID- mdoscsc@gmail.com

B. Timeline of Bid:

Sl No	Particulars	Date & Time
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Sl No	Particulars	Date & Time
		registered mail ID.

C. Objective of RFP:

The objective of the FS & CW Department is to have an effective, transparent and time-bound supply chain operation for smooth management of the Targeted Public distribution Systems (TPDS) thereby ensuring distribution of highly subsidized food grains to the eligible beneficiaries seeking food security under National Food Security Act and State Food Security Scheme. The electronic Point of Sale (e-PoS) device/IRIS device deployed under Fair Price Shop Automation (FPSA-both software application and Hardware), Supply Chain Management System (SCMS-hardware and software integration) at RRC-cum-DSCs and Paddy Procurement Automation System (PPAS where IRIS is deployed & integrated) plays a crucial role in recording electronic transaction/authentication records which requires regular support and operation & maintenance (both hardware (except in-built L1 Scanner presently covered under warranty) as well as software application part). At present, 12300 numbers of e-PoS devices have been in operation at Fair price shops/RRCs across the State. OSCSC Ltd. on behalf of FS & CW Department is inviting tender for operation & maintenance and other services (both hardware as well as software application part) for these 12300 numbers of e-PoS devices located at different locations of the State.

D. Specification of e-PoS Device & Software

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

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

Sl No	Description	Specifications
1	Processor	ARM Cortex A9
	CPU Speed	1GHz
	Flash Memory	4GB upgradable upto 8GB
	RAM Memory	512Mb upgradable upto 1GB
	Display	3.5 Inch Touch Screen TFT LCD with 320X240 pixels Virtual Keypad on LCD
	Operating System	LINUX OS (3.0.35)



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SI No	Description	Specifications
	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

2. Application Features

a) Present Server Application Features (Software)

- Centralized Web based application
- Maintain Citizen's database
- Ration card management
- Create users and authentication facility



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- Maintain Dealers (FPS) master data
- Maintain Citizens category and ration eligibility
- FPS goods allocation management
- Supply Management (Demand to Delivery with authentication)
- Maintain inventory data
- Aadhaar Integration
- SMS integration
- MIS – Different reports - Statistical, PDF, EXCEL, WEB Display with Analytics/Dashboard
- Integration with RCMS and SCMS for master data updates.
- Integration with Annavitran Portal of GOI
- Integration with IM-PDS portal of GOI

b) e-POS Device Application Features (Software)

- Multilingual Application (English, Hindi and Local Language)
- Device authentication
- Dealers can acknowledge when stock is received.
- Dealers can maintain inventory details through the device.
- When the citizen's ration card number is entered/scanned, POS device will capture biometric and then verify it with Aadhaar (via AuA). Once authentication is established, citizen's eligibility is retrieved from server. In case of any withdrawals during the month, net entitlement is calculated and sent to the device.
- FPS will provide requested ration and takes money from citizen.
- After transaction is completed a receipt will be printed.
- Using GPRS the confirmed transaction details will be transferred to the server.
- GPRS helps immediate transfer of data to the server for monitoring in case GPRS is not available, data is staged for later transfer i.e., whenever network is available again.
- Reports (Product sales report, inventory report, Time based expenses report, etc.)
- FCI go down staff can generate delivery acknowledgment.

3. Technologies

Server Side

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



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Device Side (EPOS)

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

4. Server Infrastructure

For POS devices

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

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

The database server runs on SQL Server 2016

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

5. Storage

Transactional data (On SAN)

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

6. Logging data (On Local Disks)

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

7. Disaster Recovery

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

E. Scope of Work of the RFP

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



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a) Operation & Maintenance

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of e-PoS devices (except in-built L1 Scanner presently covered under warranty) and/or replacement of any items necessary for keeping the e-PoS devices active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the e-PoS devices.
2. The comprehensive maintenance shall be carried out primarily at the FPS shops/RRCs as and when required. In case, the Bidder feels that the equipment cannot be repaired at site, they will carry and deliver the equipment at their own cost and risk to get it repaired promptly.
3. The replacement of all the spares is included under the O&M. The replacement of defective spares with good quality and original spares will be done by the bidder without any extra charge of any kind.
4. Supply & maintenance of at least @5% buffer stock of e-PoS Device as well as genuine/original spare parts in each district to mitigate the immediate replacement of any malfunction device till complete repair of the device and functioning of the same at FPS level/RRCs;
5. Deployment of minimum One technical resource personnel in each district to address urgent calls from users for any technical issues. The technical resource personnel should be available and is required to be responsible for single point of contact. On breakdown situations or when directed by department, response time to reach maintenance location for maintenance call by the technical resource personnel should not exceed 2 hours;
6. To carry out minor repairs required to any malfunction device either at field level or at any authorized retail service points to ensure its early functionality;
7. To address any software related issues arises during the PDS distribution at FPS level/RRCs;
8. To extend necessary support during any integration with other software or hardware with the e-PoS devices during the O&M period;



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error, human error, negligence and mismanagement) and fraud risk (loss due to intentional deception by employees, customers, agents, external entities, etc.);

20. To carry out all such changes/enhancements in PoS client Software as are necessitated due to change(s) in e--PDS application mandated or designed/deployed by GoI/GoO. Accordingly, all such changes will be deployed/replicated in the PoS machines at all field locations without affecting business continuity& without any additional cost;
21. The selected bidder has to provide necessary support to develop/upgrade device & server application to integrate with digital weighing scales installed at each FPS.

b) Other Services:

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



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9. To carry out Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM;
10. To maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance;
11. To provide free Updates/Upgrades/New releases/new versions/Patches/ Bug fixes of the software and tools, as and when released by OEM;
12. To provide necessary support if the Operating System or additional copies of Operating System are required to be installed/reinstalled/de-installed;
13. To carry out any requisite adjustments/changes in the configuration for implementing different versions of Application Software;
14. To provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting;
15. To maintain an inventory database to include the registered hardware installed at different FPS Shops/RRCs;
16. To ensure security of the system and install any patches to Windows and application as and when new threats are identified;
17. To ensure installation/updation of SSL certificates (if required) before they expire;
18. To engage a 3rd party Quality certifying agency (STQC or cert-in certified agencies) to conduct the assessment/review for the application software (both client and server end) before "Go Live" as part of Scope of this project. The OSCSC Ltd. shall have the right to audit and inspect all the procedures and systems relating to the provisioning of the services. If there is any change/addition in the application's functionality, then the Solution Provider will have to obtain the STQC Certification for the changes/additions;
19. In addition to security features deployed in the technology, Bidder's operational procedures will ensure protection of the client from business risk (from system



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



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

c) Additional Scope of Work:

1. The entire process of service call management for operation & maintenance of the e-PoS devices shall be monitored & periodical call logs shall be certified by the Grievance Redressal Cell functioning at OSCSC Ltd.
2. For the purpose, the selected bidder shall provide the following ICT tools/others for raising complaints by the concerned Stakeholders like Fair Price Shop Dealers, Inspectors of Supplies/Marketing Inspectors, ACSOs and by the Call Centre Executives of the Grievance Redressal Cell relating to e-PoS Operations & Maintenance and its tracking and timely resolution:
 - a) A dedicated portal for registering complaints online.
 - b) Development of a Mobile App for raising complaints by the Fair Price Shop Dealers, Inspectors of Supplies/Marketing Inspectors, ACSOs and by the Call Centre Executives of the Grievance Redressal Cell.
 - c) Creation of e-Mail ID (Help Desk Support of Odisha e-PoSs) for registering complaints by the Fair Price Shop Dealers, Inspectors of Supplies/Marketing Inspectors, ACSOs and by the Call Centre Executives of the Grievance Redressal Cell.



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- d) Integration of all complaints received through all the above mechanisms in the escalation matrix of the above portal received via toll-free number 1967, e-Mail and Mobile App by recording it with Date and Time Stamp of Receipt & Disposal of each compliant. However, the Compliant Ticket Number should be kept unique across all modes of receipt so that it can be tracked easily. It is suggested to mark each Ticket with appropriate numerical prefixed in alphabets like MA-for receipt via Mobile App, eM-for receipt via e-Mail, TF-for receipt via Toll-Free 1967, GRS- for receipt via G.R. Cell etc.)
- e) The selected bidder shall also 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 e-PoS Operations & Maintenance from across the State.
- f) Separate login credential shall be created for the Grievance Redressal Cell team who can also raise tickets for resolution by the Selected bidder.
- g) MIS reports (compliant-wise as well as summary) shall be provided in the above Portal Dashboard for tracking and resolution of each complaint along with required alerts in case of non-attendance to some of the complaints.

N:B: Currently, the e-PoS devices (Model:VISIONTEKGL-11) deployed at Fair Price Shops/RRCs in the 30 Districts have been up-Graded with L1 compatible and RD 2.0 certified Fingerprint Scanner with 4G Network Compatibility. As these in-built L1 Scanner presently covered under warranty, therefore it is being kept out of the scope of work in this RFP.

F. Duration of the Project: The total project period is **for (02) two years** or till condemnation of the existing e-PoS devices in operation, whichever is earlier. Subject to satisfactory performance, in case of any exigencies the contract period may be **extended to the extent of 50% of original contract period**, as per the prevailing norms of OGFR-2023.

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



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Evaluation of Pre-qualification-cum-technical Proposal & 2. Evaluation of Financial Proposal:

1. Pre-Qualification of the Bidder: The Minimum Eligibility Criteria (Pre-Qualification) for Participating in Bidding Process are given below:

Sl. No.	Pre-Qualification Criteria	Proof of Documents to be Submitted by the Bidder
01	Legal Entity:- The Bidder must be an individual company registered in India under the Companies Act, 1956/2013 and should have been in existence in India for at least 5 (five) years prior to the date of issue of this RFP.	1. Incorporation Certificate/ Registration Certificate 2. PAN copy 3. GST copy 4. EPF Registration Copy 5. ESI Registration Copy 6. Income Tax Return copy for the FY-2022-23, FY-2023-24 & FY-2024-25.
02	Experience: - The bidder should have experience in similar type of Operations & Maintenance of e-PoS devices to Government Departments/PSUs, worth minimum work order value of Rs. 50.00 Lakhs (in at least one project) in last five financial years ending with FY 2024-25.	Certificate in the prescribed format given at Annexure duly certified by Chartered Accountant with UDIN number Details to be submitted in the Prescribed format given at Annexure, along with copy of Work order / Work Completion Certificate.
03	Original Equipment Manufacturer (OEM)/Other than OEM: - If the Original Equipment Manufacturer (OEM) is bidding directly, it must submit a declaration on its authorized letter head clearly stating that the bidder is a manufacturer/owner of the brand GL-11 e-PoS device that the bidder is offering through this tender. If the bidder is other than OEM, Bidder has to obtain Manufacturer Authorization Form (MAF) from the OEM of the e-POS device & submit in the prescribed MAF certificate format.	1. OEM: Proof of OEM 2. Other than OEM- Prescribed MAF certificate format given at Annexure.
04	Average Annual Turnover: - The bidder should have a minimum average annual turnover of Rs. 40,00,00,000.00 (Forty Crores) only in the last 03 (three) financial	Certificate in the prescribed format given at Annexure duly certified by Chartered Accountant with UDIN number



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Sl. No.	Pre-Qualification Criteria	Proof of Documents to be Submitted by the Bidder
	years i.e. FY-2022-23, FY-2023-24 & FY-2024-25.	
05	Certificate:- The bidder should have a Valid ISO 9001:2015 certificate or above.	Valid certificate copy
06	Declaration:-Declaration should be submitted that the bidding company/Firm is neither 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 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.	Declaration in the prescribed format given at Annexure.

2. Evaluation of Technical Bid Proposal: The technical bid shall be evaluated with the following parameter.

Technical Bid

Sl. No.	Particulars	Maximum Marks	Basis Of Marks To Be Allotted
1	Relevant Experience – Experience in similar type of Operation & Maintenance of PoS devices to Govt. Departments/ PSUs, worth minimum work order value of Rs. 50.00Lakhs in last five financial years ending with FY 2024-25. Data to be submitted in prescribed Format at the given Annexure i.e. Certificate in the prescribed format given at Annexure duly certified by Chartered Accountant with UDIN number.	20	Number of Projects (One Project worth Rs. 50.00Lakhs or more) 1. For each completed project @10Marks 2. For each on-going project @05 Marks Maximum of 20 marks Notes: A. The Completed Project means Completed for Operations & Maintenance. B. The on-going Project means Operations & Maintenance period is continuing.



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Sl. No.	Particulars	Maximum Marks	Basis Of Marks To Be Allotted
	(The proof copies of Work order / work Completion certificate shall be submitted along with the bid)		
2	Number of Service Engineers/ technical resource personnel presently working in the company. Data to be submitted in prescribed Format at the given Annexure i.e. self-certificate in an official letter pad. (The proof copies of Work order / work Completion certificate shall be submitted along with the bid)	20	Number of Service Engineers/ technical resource personnel: >20 ≤ 40 – 10 Marks >40 – 20 Marks
3	Average annual turnover of the Firm in last 03 (three) financial years i.e. FY-2022-23, FY-2023-24 & FY-2024-25. (Certificate from Chartered Accountant with authorized seal & signature shall be submitted with UDIN). Data to be submitted in prescribed Format at the given Annexure.	20	>Rs.40 crores ≤ Rs.50 crores: 10 marks >Rs.50 crores : 20 marks
4	The details of soft copy of Power Point presentation shall be submitted in a Pen drive during the Technical Bid Presentation meeting. The hard copy of the PPT may be attached with the Technical bid document.	40	Evaluation would be done based on the proposed integrated form factor for deployment: 1. Understanding on the details scope of work given in this RFP- 10 Marks 2. Manpower Details (Service level engineers/technical resources) & assessment of time period for its deployment & helpdesk support - 10 Marks 3. Experience in handling system down time during breakdown situation for operation & maintenance of PoS devices-10 Marks 4. SLA Management & Risk mitigation Plan-10 Marks



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

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

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

7. Right to Accept Any Proposal & Reject Any / All Proposal (s): OSCSC Ltd. reserves the right to accept or reject any proposal, and to annul the tendering



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Sl. No.	Particulars	Maximum Marks	Basis Of Marks To Be Allotted
	Total	100	

3. Evaluation of Financial Proposals of Technical qualified bidders

- (i) The Financial Bids of technically qualified bidders (i.e. technical score 70 & above) in technical evaluation criteria will be opened on the prescribed date.
- (ii) The bidder which has the lowest qualifying financial bid will be declared as L1 and may be considered.
- (iii) Errors & Rectification: If there is any discrepancy between words and figures in the financial bid, the amount in words will prevail.
- (iv) The Lowest bid among financial bid will win the bid.
- (v) In case of rate tie in financial Bids between more than one/two bidders, preference will be given on the technical score i.e. higher scored bidder shall be given 1st preference.
- (vi) In case of rate tie in financial Bids between more than one/two bidders with the same technical score, then preference will be given on the bidder with highest average annual turnover.

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

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



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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. Purchaser's Procurement Rights: Without incurring any liability, whatsoever to the affected bidder or bidders, the 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.
- g. Make typographical correction or correct computational error stop proposals.
- h. Request bidders to clarify their proposal.

H. 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/OSCSC Ltd.. Any notification of preferred bidder status by FS&CW Department/OSCSC Ltd. shall not give rise to any enforceable rights by the Bidder.



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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/OSCSC Ltd..

- 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 **Timeline of Bid** via e-Mail to mdoscsc@gmail.com . Accordingly, response to the pre-bid queries will be replied by a return mail/ may be uploaded in the website;
- b) The queries should necessarily be submitted in the following format (Soft copy in MS Word or MS Excel file to be attached):

Sl No	RFP Documents Reference(s) (Section & Page Number(s))	Content of RFP requiring Clarification(s)	Points of Clarification
01			
02			

- c) OSCSC Ltd. shall not be responsible for ensuring receipt of the bidders' queries. Any requests for clarifications post the indicated date and time may not be entertained by OSCSC Ltd.;
- d) The Nodal Officer notified by the OSCSC Ltd. will endeavor to provide timely response to all queries. However, OSCSC Ltd. neither makes representation or



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guarantee as to the completeness or accuracy of any response made in good faith, nor does OSCSC Ltd. undertake to answer all the queries that have been posed by the bidders. 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, 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;
- f) The Corrigendum (if any) will be posted in the listed website;
- g) Any such corrigendum shall be deemed to be incorporated in this RFP;
- h) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, 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

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 OSCSC Ltd.. The bidder's participation in this process may result in OSCSC Ltd. selecting the bidder to engage towards execution of the contract.

- b) **RFP Document Fee:** The bidders shall submit the Tender Fee (non-refundable) of Rs.20,000/- (Rupees twenty thousand) only through online mode at www.tendersodisha.gov.in along with the Proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

- c) **Earnest Money Deposit (EMD):** The Bidders shall submit along with their Bids, EMD of Rs 40.00 Lakh (Rupees forty lakhs) only through online mode at www.tendersodisha.gov.in. EMD of all unsuccessful bidders would be returned/refunded by OSCSC Ltd within 90 days of declaration of the successful bidder. The EMD for the amount mentioned above, of successful bidder would be returned upon submission of Performance security. The EMD amount is interest free



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and will be returned/ed to the unsuccessful bidders without any accrued interest on it. 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. In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP, the EMD will be forfeited.

5. Preparation for 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 OSCSC Ltd. to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. OSCSC Ltd. will 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 purpose so interpretation of the Proposal, the English translation shall govern.
- d) **Venue & Deadline for Submission of Proposals:** Proposals, in its complete form in all respects as specified in the RFP, must be submitted online through e-Procurement Portal: www.tendersodisha.gov.in, within the scheduled date & time.

I. Submission of Proposals

- a. **Bidding Process:** The tender documents uploaded by the Tender Inviting Authority (TIA) on the website www.tendersodisha.gov.in will appear in the Clause of "Upcoming Tender" before the due date of tender sale. Once the due date has arrived, the tender



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will move to "Active Tender" Clause of the homepage. The publication of the tender will be available before specific period of time till the last date of submission of tenders as mentioned in the 'Notice Inviting Tender' after which the same will be removed from the list of Active tenders. Any bidder can view or download the tender documents from the website. Potential Bidder participating in the bidding process will be required to submit a detailed Technical Bid & Financial Bid in response to the Tender Call Notice.

b. Special Instructions to the Bidder for the e-submission of the bids online through tender Odisha.

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enrol available in the Home Page. Then the Digital Signature enrolment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA /GNFC/IDRBT/ MTNLTrustline/ SafeScript/ TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrolment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidder can update well in advance, the documents such as certificates, purchase order details etc., under My Documents option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document, otherwise, the bid will be rejected.
7. The Financial Proposal template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidder are allowed to enter the Bidder Name and Values only.



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8. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.
9. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids.
10. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
11. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, Bidder are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
12. It is important to note that, the bidder has to Click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids Which are not Frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.
13. The Tender Inviting Authority (TIA) will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the Bidder due to local issues.
14. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
15. The Technical Bid and Financial Bid shall be submitted only through the Odisha e-Procurement Portal (www.tendersodisha.gov.in) using valid Digital Signature Certificate (DSC). Offline submission shall not be accepted.
16. At the time of freezing the bid, the system will give a successful bid updation message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the Bidder will be digitally signed using the e-token of the bidder and then submitted.



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17. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid. The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.
 18. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
 19. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected.
 20. The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the portal. The Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The Bidder should adhere to this time during bid submission.
 21. All the data being entered by the Bidder would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
 22. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over Secured Socket Layer (SSL) with 256-bit encryption technology. Data encryption of sensitive fields is also done.
 23. The Bidder are requested to submit the bids through online system to the TIA well before the bid submission end date and time (as per Server System Clock).
- c. **Submission of Tender:** For submission of Tenders through the e-Tender Portal: www.tendersodisha.gov.in, the bidder shall upload the scanned copy/copies of document in prescribed format wherever warranted in support of eligibility criteria and qualification information. If required, the TIA reserves the right to invite the Bidder to produce the original documents in support of the scanned copies of documents,



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statements etc. uploaded in the portal on the specified date. Bid documents may be scanned with 75-100 dpi with black and white option. Any addendum /corrigendum /correction issued shall be part of the tender documents and shall be notified on the website and the bidder are required to take those into account before submitting the tender by the due date. The Officer inviting tender will provide entire tender document along with annexures and enclosures in the portal. The bidder shall carefully go through the document and prepare the required documents and upload the scanned documents in Portable Document Format (printable in A4 size paper) to the portal in the designated locations of Technical Bid. The bidder will fill up the rates/financial quotes in designated Cell and upload the same in designated locations of Financial Bid (BoQ/ Financial Proposal) and no other format shall be used to upload the Financial Bid. Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (as prescribed in the specified location only in the protected Bill of Quantities online BoQ in ".xls" format/ Financial Proposal) by the bidder shall result in disqualification of the bidder. Use of DSC of appropriate class shall effect submission of documents. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document along with Letter of Proposal and Tender Submission Undertaking as per format given in the Tender Document. The bidder needs to upload the required documents, annexures for consideration of his tender. The uploaded tender documents become readable only after the tender opening by the authorized bid openers. All credentials, documents and copies of certificate / information called for shall be submitted along with the Tender. **Furnishing scanned copy of all required documents is mandatory otherwise his/her tender shall be declared as non-responsive and thus liable for rejection.**

- d. **Online Deposit of Tender Fees & Earnest Money Deposit:** The bidder shall deposit the Tender Fees & Earnest Money Deposit at the time of submission of tender through online payment gate way, following to the process as per works Department office Memorandum vide Letter No.17254 dated 05.12.2017, failing which the bid shall be rejected (Copy of the Memorandum is attached at Annexure for reference).
- e. **Deadline for Submission of Tender:** The online submission will remain active till the last date and time of tender submission. Once the date and time (Server date and time) is over, the bidder will not be able to submit the tender. The date and time of tender



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submission shall remain unaltered even if the specified date for the submission of tenders declared as a holiday for the Officer Inviting the Tender by the Tender Calling Authority otherwise extended expressly.

- f. **Late Tenders:** The system shall not allow to submit any tender through portal after closure of the receipt time. For all-purpose the server time displayed in e-tender portal shall be the time to be followed by the bidder and concerned officers. In the case of any failure, malfunction, or breakdown of the electronic system used during the e-tender process, the tender inviting authority shall not accept any responsibility for failures or breakdowns other than in those systems strictly within their own control.
- g. **Modification and Withdrawal of Tenders:** In the e-Tender Portal: www.tendersodisha.gov.in, it is allowed to modify the bid any number of times before the final date and time of submission. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the tenders already submitted by the bidder will be removed automatically from the system and the latest tender only will be admitted. But the bidder should avoid modification of tender at the last moment to avoid system failure or malfunction of Internet or traffic jam or power failure. If the bidder fails to submit his modified tenders within the designated time of receipt, the tender already in the system shall be taken into consideration. In the e-Tender Portal, withdrawal of tender is allowed before expiry of the closure time of the tender. But, in such case, he has to write a letter with appropriate reasons for his withdrawal addressed to the Officer inviting the tender and upload the scanned document to portal in the respective tender before the closure date and time of receipt of the tender. The system shall not allow any withdrawal after expiry of the closure time of the tender. After opening of technical bid, no withdrawal of tender is allowed. If the bidder withdraws his/her tender, the Earnest Money Deposit will be forfeited.
- h. **Opening Of Tenders:** The tender will be opened through e-tender Portal: www.tendersodisha.gov.in, in the Office of OSCSC Ltd. C/2, Nayapalli, Bhubaneswar-12 on the date and time indicated. Specified date and time of opening of tender can be modified issuing a corrigendum to this effect in the portal, if necessary. It shall be duty of prospective bidder to refer the web portal continuously for any corrigendum's etc. to the tender. The Bidder who participated in the online tendering can witness opening of the



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tender from any system remotely logging on to the portal with the DSC. Bidder are not required to be present during the tender opening to witness the process. But the bidder shall be at liberty to be present either in person or through an authorized representative. The authorized representative shall furnish the authorization letter duly executed by the bidder. If the date of opening of tender happens to be a holiday, the tender will be opened at the same time on the next working day following the holiday. The Technical evaluation of all the tenders will be taken up as per the information furnished by the Bidder. But evaluation of the tender does not exonerate the Bidder from checking their original documents and if at a later date the bidder is found to have misled the evaluation through wrong information, action shall be taken against the bidder which includes but not limited to forfeiture of Earnest Money Deposit or Security Deposit as the case may be. After technical evaluation of the tender and selection of the technically qualified Bidder, the financial bids of the technically qualified Bidder only shall be opened (online) on the due date and time of opening to be notified after technical bid evaluation.

6. **Tender Validity:** The offer submitted by the bidders shall be valid for minimum period of 180 days after the last date of submission of bid. However, validity of the price bid of selected bidder will be for entire contract period including extension period as mentioned in the RFP.

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

1. **Award Criteria:** OSCSC Ltd. will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above. The award (i.e the SLA quantity) will be given on the actual quantity of PoS in operational, as per the record available on the date of issue of work order.
2. **Negotiation:** In case the price quoted by the lowest evaluated responsive bidder found to be un-reasonable, the said firm may be invited for rate negotiation and if required, the firm may be asked to justify and demonstrate that the prices proposed in the bid are not out of line with the rates being charged in other similar assignments. In such case of least cost selection method, if the negotiation with L1 bidder fails, then the Tender Inviting Authority may invite the L2 bidder for negotiation at the prices quoted by the lowest bidder. If the negotiation with L2 bidder fails, the Tender Inviting Authority shall



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cancel the bidding process and re-invite the bids. However, in no case such financial negotiation result into increase in the financial cost as originally quoted and on which basis the selected bidder has been called for the negotiation.'

3. **Notification of Award:** Prior to the expiry of the validity period, OSCSC Ltd. will notify the successful bidder in writing (in shape of Letter of Intent) that concerned Bidder's proposal has been accepted. In case the tendering process/public procurement process has not been completed within the stipulated period, 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 Security, OSCSC Ltd. will notify each unsuccessful bidder.
4. **Contract Finalization and Award:** OSCSC Ltd. reserves 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.
5. **Signing of Contract:** After OSCSC Ltd. notifies the successful bidder that its proposal has been accepted, 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 the RFP, pre-bid clarifications, Corrigendum, the proposal of the bidder in addition to other agreed clauses. Service Level Agreement (SLA) shall be signed for the entire project period & value.
6. **Notices:** Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/e-mailed with acknowledgement thereof, or transmitted by pre-paid speed post or courier.
7. **Performance Security:**
 - a. The selected bidder will submit **Performance Security either in shape of Demand Draft or in shape of e-PBG** from any scheduled bank/Nationalized bank, within 15 days from the date of notification of award.
 - b. **Performance Security:** The selected bidder would be required to provide a Performance Security either in shape of Demand Draft or in shape of e-PBG in favour



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of 'Odisha State Civil Supplies Corporation Ltd. (OSCSC Ltd.)' payable at Bhubaneswar from any of the scheduled bank, within 15 days from the notification of award, for a value equivalent to @5% of the total contract value.

- c. Validity of each PBG should be 60 days beyond the contract period.
 - d. The selected bidder shall be responsible for extending the validity date and claim period of the PBG as and when it is due on account of non-completion of the service during the work order period.
 - e. In case the selected bidder fails to submit PBG within the time stipulated, OSCSC Ltd. at its discretion may cancel the order placed on the selected bidder and/or initiate action as per the RFP, after giving prior written notice to rectify the same.
 - f. OSCSC Ltd. shall invoke the PBG in case the selected bidder fails to discharge their contractual obligations during the period or FS&CW Department incurs any damages due to bidder's negligence in carrying out the project implementation as per the agreed terms & conditions.
 - g. The PBG will be returned in original after successful completion of contract period and exit management.
- 8. Mode of Payment:** The e-tax invoice shall be raised on quarterly basis in favour of '**Managing Director, Odisha State Civil Supplies Corporation Ltd., C/2 Nayapalli, Bhubaneswar**' along with all necessary statutory supporting documents as may be required during processing of payment. The payment shall be released periodically on actual number of POS machine in operation for which the services given, within 30 days after submission of all necessary documents to this OSCSC Ltd.. No advance payment shall be released to the selected bidder. It is the responsibility of the selected bidder to submit necessary supporting document as will be required during the performance review meeting, in proof of its claimed invoice for payment.
- 9. Applicability of GST & deduction of TDS:** The GST shall be paid on actual prevailing rate as on the date of raising of invoice, as per GST Act. The T.D.S shall be deducted at the prevailing rates as per the Income Tax Act/GST Act.
- 10. Performance Review:** Quarterly/monthly performance review of the Services rendered by the selected bidder will be carried out in Project Review Meetings periodically during



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the whole life cycle of this project. The Selected bidder shall submit monthly status report of services given towards operation and maintenance of all the e-PoS devices and to update the status of any defunct devices well in advance for further replacement. The contract agreement may be liable to be terminated because of non-performance, deviation of terms and conditions of contract(if Any).

- 11. Failure to Agree with the Terms and Conditions of the RFP:** Failure on the part of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which case, 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 OSCSC Ltd. shall invoke the PBG of the most responsive bidder and/or initiate action as per the RFP.
- 12. Conflict of Interest:** A bidder shall not have a conflict of interest that may affect the selection process or the solution delivery (the "Conflict of Interest"). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, OSCSC Ltd. shall forfeit and appropriate the EMD/Performance Security, if available, as mutually agreed genuine pre-estimated compensation and damages payable to Department for, inter alia, the time, cost and effort of the Department including consideration of such bidder's Proposal, without prejudice to any other right or remedy that may be available to OSCSC Ltd. hereunder or otherwise mentioned in the RFP.
- 13. Compensation for Termination of Contract:** If the selected bidder fails to carry out the award/work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by OSCSC LTD, without any valid reasons as acceptable, OSCSC LTD, may terminate the contract after giving 1 months' notice and the decision of OSCSC LTD in the matter shall be final and binding on the bidder. Upon termination of the contract, OSCSC LTD shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.
- 14. Force Majeure:** Force Majeure is herein defined as any cause, which is beyond the control of the Selected Bidder or OSCSC Ltd, as the case may be, which they could not foresee or with a reasonable amount of diligence, could not have foreseen and which substantially affect the performance of the contract, such as:



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- 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.

15. Confidential Information: Either party may receive confidential information of the other party in connection with the performance of this Agreement. Neither party shall disclose the other party's confidential information to any person or other third-party or make use of such confidential information for its own purposes at any time without the owner's prior written consent; provided, however, that confidential information may be disclosed to government authorities if the disclosure is required by law and the disclosing party has provided the notice and, if practicable, a reasonable opportunity to defend against such disclosure. Confidential information means any information (written, oral or observed) relating to: (a) donors and potential donors; (b) personal profiles of beneficiaries; (c) personal profiles of employees; (d) business and strategic plans; (e) finances; or (f) a relationship with any governmental entity. Confidential information also includes information specifically designated confidential by the owner or that the other party knows or reasonably should know is not generally known to the public. Upon the termination or expiration of this agreement, each party shall destroy or return such information of the other party in its possession, including copies and notes, and in the case of destruction, at the owner's request shall certify to such destruction. Notwithstanding the forgoing, confidential information shall not include any information that is generally known to the public or readily ascertainable from publicly available sources. Each party shall take steps necessary to enforce these obligations with respect to its employees.

16. Liquidated Damages: -In the event of delay in execution of work, specified in this



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Contract/furnishing of deliverables, the bidder shall be liable to a penalty at 5% of the value of work order in respective phases, for delay of every two-week, up to a maximum of 20%, after which 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.

- 17. Exit Plan:** The selected bidder will provide systematic exit plan and conduct proper knowledge transfer process to handover operations to team/Service Providing Agency appointed by OSCSC Ltd before project closure. Also selected bidder shall ensure the submission of all requisite/relevant supporting documents as will be sought for by OSCSC Ltd. from time to time, before exit.
- 18. Dispute Resolution Mechanism:** The selected 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 selected 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 selected 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.
- 19. Action for Breach of Contract:** It is the responsibility of the selected bidder to ensure performance of all the provisions of the contract as well as the terms & conditions as laid down in the RFP to the full satisfaction of the OSCSC Ltd. In the event of non-performance or violation of any provision of the contract by the selected bidder, 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 OSCSC Ltd. The decision of the Principal Secretary, FS&CW Department would be final and binding on the Parties.
- 20. 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.
- 21. Jurisdiction of the Court:** In the event if any dispute arises out of this contract, the



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jurisdiction of the court shall be at Bhubaneswar for both the parties.

- 22. 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.
- 23. 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.
- 24. Personnel:** The Selected Bidder shall bear sole responsibility for payment of its Personnel performing the Services under this assignment. OSCSC LTD, in no way be responsible for any claims, rights of any of Selected bidder's personnel/employees deployed under this agreement. In respect of any of Selected Bidder employees/personnel, Selected Bidder will bear exclusive responsibility for the payment of wages to the persons engaged by it in compliance of all the statutory obligations under all related legislations as applicable to it from time to time including Minimum Wages Act, Employees provident fund, ESI Act etc. and all taxes including but not limited to income tax, National Insurance or social security contributions within any relevant jurisdiction, pension benefits, any health or other welfare benefits, and any other liability, deduction, contribution, assessment or claim arising from or made in connection with payments made by OSCSC LTD to Selected bidder. Selected Bidder may agree that it will defend, indemnify and hold harmless OSCSC LTD, and its officers, employees, successors and assigns against any Claims made by a relevant tax authority relating to selected bidder's fees, tax, GST, insurance or benefits arising out of or in connection with selected bidder's performance of this assignment.
- 25. Transfer/Sub-Contracting:** The selected bidder has no right to give, bargain, sell, assign or sublet or sub-contract 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.
- 26. No Liability for Third Party Claims:** OSCSC LTD. does not assume liability for any third party claims for damages arising out of this Agreement.



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K. Formats & Annexure for submission of Information:

The bidders shall submit the detail information in the prescribed format given in the of below listed Annexures of this RFP.

Annexure	Subject Matter of Annexure
Format at 'Annexure-A'	Letter of Proposal
Format at 'Annexure-B'	Bidder's Profile (Details of Information of the Bidder)
Format at 'Annexure-C'	Details of Relevant Experience
Format at 'Annexure-D'	Details of Numbers of Service Engineers
Format at 'Annexure-E'	Details of Financial Capacity of the Bidder(Average AnnualTurnover)
Format at 'Annexure-F'	Financial Bid BOQ Format
Format at 'Annexure-G'	Templet format for Performance Bank Guarantee
Format at 'Annexure-H'	Form for Declaration of not been Blacklisted
Format at 'Annexure-I'	Manufacturer Authorization Form (MAF)
Format at 'Annexure-J'	Works Department office Memorandum vide Letter No.17254 dated 05.12.2017

N:B The copy of this RFP duly authenticated and will be uploaded along with the Technical Bid document.



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Annexure-A

Letter of Proposal

<Location, Date>

To,

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

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

Dear Sir/Madam,

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

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

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

We hereby undertake that if our proposal will be accepted then we will make necessary arrangements to take-up the assignment given in the RFP including deployment of requisite number technical resource persons within seven days of receipt of Letter of Intent (LOI).

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

This is to certify that we have submitted all requisite supporting documents including all annexure mentioned in the Technical Bid of the RFP. The copy of Power of attorney is enclosed.

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

Enclosed: The Details of Bidder's Profile

Yours sincerely

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm/Company:

Address: Location: Date:



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Annexure-B

Bidder Profile (Details Of Information Of The Bidder)

Sl No	Particular	Details	Supporting Documents attached in the Bid (Yes/No)
1	Name of the Bidder		
2	Contact number & email ID		
3	Incorporation Certificate/ Registration number of the Bidding Company.		
4	Year of Registration/ Incorporation		
5	Address of the Registered Office		
6	GST Number		
7	PAN Number		
8	EPF Number		
9	ESI Number		
10	OEM/ Other Than OEM		
11	Three year Income Tax return copies (For the FY 2022-23, FY-2023-24 & FY-2024-25)		
12	Address of the Help Desk in State of Odisha in last 5 years.		
13	Total Number of Service Engineers/ technical resource presently working in the date of bidding		
14	Average Annual Turnover in last three financial year (FY 2022-23, 2023-24 & 2024-25) as per CA Certificate		
15	Validity of Quality Certification (ISO 9001-2015) or above		
16	Number of project with minimum work order value of Rs.50 Lakhs in similar type of Operation & Maintenance of PoS devices to Govt. Departments/ PSUs as per CA Certificate		
17	Declaration of not been Blacklisted		
18	Power of Attorney for submission of Bid		
19	Deposit of Tender Fees		
20	Deposit of EMD		
Place: Date : Authorized Signature & Official Seal			



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Annexure-C

Certificate from Chartered Accountant

Details of Relevant Experience in similar type of Operation & Maintenance of PoS devices to Govt. Departments/ PSUs worth minimum work order value of Rs.50.00Lakhs in the last five financial years ending with FY-2024-25

Sl No.	Name of the Organization	Work Order No./ Date	Year of Operation	Work Order Value executed till the end of FY-2024-25 in INR	Completed Project / On-going Project
01					
02					
03					
04					
05					
06					
07					
08					
09					
10					

Certificate from the Chartered Accountant

This is to certify that, we have verified the books of accounts and records of the Firm/Company and found the above listed work order value executed by the Firm/Company in the last five financial years ending with FY-2024-25.

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

Place:

Date:

(Seal & Signature of Chartered Accountant) with UDIN Number



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Annexure-D

Details of Numbers of Service Engineers/technical resource personnel
presently working in the Company

Sl No	Name of the Organization	Work Order No./ Date	Number of Service Engineers/ technical resource personnel engaged	Work order / work Completion certificate attached in the bid (Yes/No)
01				
02				
03				
04				
05				
06				
07				
08				
09				
10				

Place:

Date :

Authorized Signature & Official Seal



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Annexure-E

Financial Capacity of the Bidder
Certificate from Chartered Accountant

Average Annual Turnover(FY-2022-23, FY-2023-24 &FY-2024-25)		
Sl No	Financial Year	Annual Turnover in 'Lakhs'
1	FY-2022-23	
2	FY-2023-24	
3	FY-2024-25	
Average Annual Turnover		
Net Worth Certificate		
Financial Year		Net Worth In 'INR'
FY-2022-23		
FY-2023-24		
FY-2024-25		

Certificate from the Chartered Accountant

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

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

Place:

Date:

(Seal &Signature of Chartered Accountant) with UDIN Number



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Annexure-F

'Financial Bid BOQ Format'

Validate	Print	Help	<u>Item Rate BoQ</u>
Tender Inviting Authority: Managing Director, Odisha State Civil Supplies Corporation Limited			
Name of Work: Selection of agency for 'Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management'			
Contract No: TENDER NO. _____/DATE _____			
Name of the Bidder/ Bidding Firm / Company :			
PRICE SCHEDULE			
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)			
Sl. No.	Item Description	Rate per Quarter exclusive of GST In 'INR' (In Figure)	Rate per Quarter exclusive of GST In 'INR' (In Words)
1	Cost for complete solution for Operations & Maintenance and Other Services of existing 12300 numbers of e-PoS Devices (except in-built L1 Scanner presently covered under warranty) of FS & CW Department/OSCSC Ltd. installed at Fair Price Shops & RRCs in all 30 Districts of Odisha State along with existing e-PoS software application & Database Management etc.		
1.01	Rate per Quarter exclusive of GST In 'INR'		INR Zero Only

Note

1. Bidders are to submit only the original BoQ (in. xls format) uploaded by Tender Inviting Authority after entering the relevant fields without any alteration/ deletion / modification.
2. Multiple BoQ submission by bidder shall lead to rejection of tender.
3. Only the Financial Bid of a qualified bidder on scrutiny of TECHNICAL BID shall be considered and opened.
4. Mentioning of rate anywhere in the Bid documents other than the designated location of Financial Bid (online BoQ) by the bidder shall result in disqualification of the bidder.
5. Rate includes all taxes, duties, cess etc. and no other charges would be payable.
6. The bidder shall quote rate in the above BOQ format only given in the www.tenderodisha.gov.in.
7. The least unit cost quoted by the bidder shall be treated as L1 Bidder.
8. Any conditional bid will not be accepted.



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Annexure-G

Performance Bank Guarantee

PERFORMANCE SECURITY:

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

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

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

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

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

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

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

This Guarantee shall be valid until <Insert Date>)

Notwithstanding anything contained herein:

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

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

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



ODISHA STATE CIVIL SUPPLIES CORPORATION LTD.

Annexure-H

RFP Advt. No. _____/OSCSC, date _____
<Title of the RFP>

Form for 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 _____

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

Dear Sir,

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

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, 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 Signature with Seal[In full and initials]

Authorized Signatory's Name and Designation:

Note:

1. 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.
2. In case the bidding firm will be found disqualified or debarred or blacklisted by any State Government or Central Government or Public Sector Undertakings or any local authority, during the process of evaluation of its bid till award of contract, the said bidding firm may also be declared as disqualified w.r.t to this RFP.



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Annexure-I

Manufacturer Authorization Form (MAF)

To,

Date:

Sir,

We hereby authorize M/s _____ to undertake to submit a Bid, and subsequently negotiate and sign

the contract with the purchaser against Tender Ref No: for the (type the Description of goods) developed & Manufactured by us. We hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

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

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

(Signature)

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



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Annexure-J

Works Department office Memorandum vide Letter No.17254 dated 05.12.2017

**GOVERNMENT OF ODISHA
WORKS DEPARTMENT

OFFICE MEMORANDUM

File No.07556900012016- 17254 /W. dated, 5.12.17

Sub: Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

1. The State Government have been working on formulation of rules and procedures for Electronic receipt, accounting and reporting of the receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids through the e-procurement portal of Government of Odisha i.e. "<https://tendersodisha.gov.in>" for some time past.
2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **Cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI/ICICI Bank/HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phases(ANNEXURE-I). The process outline as well as accounting and reporting structure are indicated below:
 - a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids**.
 - b) Various payment modes like Internet banking/ NEFT/RTGS of Designated Banks and their Aggregator Banks as well can be accessed by the intending bidders.
 - c) Reporting and accounting of the e-receipts will be made from a single source.
 - d) Credit of receipts into the Government accounts and to the designated Bank account of the participating entities indicated in Para 2 above would be faster.
3. Only those bidders who successfully remit their **Cost of Tender Paper and Earnest Money Deposit on submission of bids** would be eligible to participate in the tender/bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender inviting authority, State Procurement Cell, NIC, the designated Banks shall not be held responsible for such pendency or failure.



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4. Banking arrangement:

- a) Designated Banks (SBI/ICICI Bank/HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (<https://tendersodisha.gov.in>)
- b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedures of bid submission using electronic payment of tender paper cost and EMD by bidder :

- a) The bidders have to log onto the Odisha e-Procurement portal (<https://tendersodisha.gov.in>) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.
- b) **Uploading of Prequalification/Technical/Financial bid:** The bidders have to upload the required Prequalification /Technical/Financial bid, as mentioned in the bidding document and in line with Works Department office memorandum No.7885/W dt 23.07.2013.
- c) **Electronic payment of tender paper cost and EMD :** Then the bidders have to select and submit the bank name as available in the payment options :
 - i. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks.
 - ii. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.
 - Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account number as mentioned in the challan as an interbank beneficiary



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- d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.
- e) **System generated acknowledgement receipt for successful bid submission:**
System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of 'Bid ID' generated in the acknowledgement receipt for tracking their bid status.
6. **Settlement of Cost of Tender Paper:**
- a) **Cost of Tender Paper :** In respect of Government receipts on account of **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The State Procurement Cell shall generate Bank-wise challans under the head of Account for **Cost of Tender Paper** and instruct the designated Banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper.
- b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Odisha Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.
- c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. **Cost of Tender Paper**, the e-Procurement portal shall generate a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number**. The cost of tender papers will be credited to the registered Bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.
- d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions) the tender fee and EMD to the bidder, in case the tender is cancelled before opening of Bid as per direction received from TIA through e-procurement system.
- e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure- I**.

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7. Settlement of Earnest Money Deposit on submission of bids:

- a) The Bank will remit the **Earnest Money Deposit on submission/cancellation of bids** to respective bidders accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD :

Forfeiture of **Earnest Money Deposit on submission of bid** of defaulting bidder is occasioned for various reasons.

- a) In case the **Earnest Money Deposit on submission of bid** is forfeited, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority.
- b) The Tender inviting authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid**, in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their Cash Book under the head 0075-Misc. General Services-00-101-Unclaimed Deposits-0097-Misc. Receipts-02080-Misc. Deposits and submit the detail account to D A G., Puri as a deposit of the Division.
- c) By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

- a) Make necessary provision / customizations at their end to enable the provision for online payments / refunds as per this document.
- b) Provide necessary real-time message to bidders regarding successful or unsuccessful transactions during online payment processes and redirect them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
- c) The bank shall ensure transfer of funds from the pooling account to the Government Head/current account of PSUs/ULBs within the next bank working day as per the directions generated from e-Procurement portal.
- d) Bank should provide timely reports and reference details to NIC enabling them to carry out their role as stated below.
- e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

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10. Role of State Procurement Cell:

- a) Communicate requirements of Government departments/ State PSUs/ Autonomous Bodies/ ULBs online payment requirements to National Informatics Centre / the authorised Banks for mapping/ customization.
- b) In every working day, the State Procurement Cell shall generate MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/ULBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
- c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender inviting authorities for their record.
- d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs/ Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
- e) The e-Procurement system will generate a consolidated refund & settlement XML file as an end of the day activity.
- f) e-procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
- g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
- h) e-procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre :

- a) Customize e-Procurement software and web-pages of Government of Odisha (<https://tendersodisha.gov.in>) to enable the provision for electronic payment
- b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
- c) NIC will provide an interface to organisations to download the electronic receipt data.
- d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorised Banks for enabling automatic refund/settlement of funds.



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- e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury :

- a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G. (O) as per the established process.
- b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittances made to the State Government account.

13. Redressal of Public grievances :

- a) The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating Banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-Receipt.

14. Applicability and modification of existing rules / orders:

The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids as well as refund and forfeiture of earnest deposit will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

15. These arrangements would be made effective after signing of MoU between the designated Banks and the State Procurement Cell, firming up of Banking arrangements and technical integration between designated Bank and e-Procurement Portal

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No 6785/W dt 09.05.2017 of Works Department stands modified to the above extent
3. This has been concurred in by the Finance Department vide their UOR No.-39-WF-I dt.09.11.2017.

Odisha
5/11/17
E.I C-cum-Secretary to Government



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Memo No. 17255 /W. dated, 5-12-17

Copy forwarded to P. S. to Hon'ble Chief Minister, Odisha for information and necessary action.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17256 /W. dated, 5-12-17

Copy forwarded to OSD to Chief Secretary, Odisha / Sr. P.S. to Development Commissioner-cum-Additional Chief Secretary, Odisha / Sr. P.S. to Additional Chief Secretary, Finance for information and necessary action.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17257 /W. dated, 5-12-17

Copy forwarded to All Departments / Managing Director, OB & CC Ltd., Bhubaneswar / Managing Director, OCC Ltd., Bhubaneswar for information and necessary action.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17258 /W. dated, 5-12-17

Copy forwarded to EIC (Civil), Odisha, Bhubaneswar / All Chief Engineers, Odisha / All Superintending Engineers / All Executive Engineers (under Works Department) for information and wide circulation among subordinate offices.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17259 /W. dated, 5-12-17

Copy forwarded to the Principal Accountant General (A&E), Odisha, Bhubaneswar / Principal Accountant General, Odisha, Puri Branch, Puri for information and necessary action.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government

Memo No. 17260 /W. dated, 5-12-17

Copy forwarded to the Director, Treasuries & Inspection, Odisha, Bhubaneswar for information and necessary action.

Jahid
5/12/2017
FA - cum- Addl. Secretary to Government



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ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids.

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The <i>payment</i> towards the cost of Tender Paper, in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks [as stated in Para 2] at Bhubaneswar on T+1 day. II. With reference to the Notice Inviting Tender/ Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts -0097-Misc. Receipts-02237-Cost of Tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards Earnest Money Deposit on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar, and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-procurement system II. In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. the amount towards Cost of Tender Paper on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called	I. Amount towards EMD on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's



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	e-FPB of respective designated banks at Bhubaneswar on T+1 day.	account on receipt of instruction from TIA through refund and settlement of e-procurement system within two working days from receipt of such instruction.
II.	The Paper cost will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. after opening of bid.	II In case of forfeiture of Earnest Money Deposit on submission of bids, the e-Procurement portal will direct the Bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the tender inviting authority within two working days of receipt of instruction from TIA.

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