



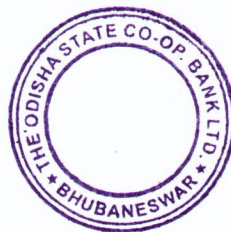
The Odisha State Cooperative Bank LTD.

(Scheduled Bank)
Pandit Jawaharlal Nehru Marg,
Bhubaneswar – 751 001

“Request for Proposal for Supply of Point-Of-Sale Devices with Printers & other QR Services for merchant establishment”

Tender Notice No. – OSCB/DIT/5311 /2023-24 Dated: 21.11.2023

Tender will be received up to	Date 11.12.2023,3 P.M.
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The Odisha State Cooperative Bank LTD.

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Tender Notice No.: OSCB/DIT/5311 /2023-24

Date: 21.11.2023

“Request for Proposal for Supply of Point-Of-Sale Devices with Printers & other QR Services for merchant establishment” Sealed RFP are hereby invited for the “Supply of Point-Of-Sale Devices with printers and other QR Services for Merchant Establishments” as specified in the RFP document from EMVCo certified vendors. NO CONSORTIUM IS ALLOWED.

- Earnest Money Deposit: Rs.3,00,000.00 (Rs. Three Lakh) only. (DD / BG)
- Cost of RFP document: Rs.10,000.00 (Rs. Ten Thousand) only in shape of demand draft in favor of “The Odisha State Co-operative Bank Ltd”, payable at Bhubaneswar for which receipt is to be obtained from Managing Director, Odisha State Co-operative Bank Ltd.

RFP documents will be supplied from Department of IT (DIT), Odisha State Co-operative Bank Ltd, Pt. Jawaharlal Nehru Marg, Bhubaneswar – 751001. The tender document can also be downloaded from bank website www.odishascb.com, duly filled in, and submitted along with all deposit of fees towards cost of tender paper and EMD etc. within the stipulated time and date. All the bidders are required to submit their bid in only “The Odisha State Cooperative Bank RFP document” duly filled-in and signed, with company seal in each page to avoid rejection of the bid.

Tender document Can be downloaded from Bank Website	Dt. 23.11.2023
Pre-Bid Queries to be submitted up to	Dt. 28.11.2023
Release of clarifications (If any)	Dt 04.12.2023
Tenders will be received up to	Dt 11.12.2023, 3 PM
Time & date of opening the Technical Bid tender	Dt 12.12.2023, 11 AM
Time & date of opening the Commercial Bid tender	Will be intimated to Technically Qualified Bidder(s)

The authority reserves the right to reject any or all the tenders without assigning any reason thereof and also not bound to accept the lowest tender.




Managing Director

Tel. Nos.: (0674) 2375100

FAX No.: (0674) 2510214/ 2514669

E-mail : rfdit@odishascb.com

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1.1. Introduction:

The Odisha State Co-operative Bank was established during the year 1948 as the Apex Cooperative Bank of the short- term cooperative credit structure. The bank is a scheduled bank under the Reserve Bank of India Act 1934 and has the distinction of earning profit since its inception. The Corporate mission of Odisha State Cooperative Bank is to become a strong and competitive Bank offering financial products and services and to lead a rejuvenated short term cooperative credit structures to better serve the people of Odisha.

- Odisha State Co-operative Bank intends for “ Supply of Point-Of-Sale Devices with Printers & other QR Services for merchant establishment”.
- This document provides the technical and functional requirement for “Supply of Point-Of-Sale Devices with Printers & other QR Services for merchant establishment.

1.2 Objective:

1. The OSCB Ltd.,(here in after referred to as the “Bank”) in order to implement its Point of Sale(POS) infrastructure in Odisha and to promote electronic transactions hereby invite bids from the established and eligible entities(herein after referred to as “Respondents” or “Bidders”) to provide the deliverables, more particularly described herein after in this Request for Proposal(RFP) in accordance with the terms and conditions described herein.
2. The purpose of this RFP is to enable the bidders to understand the minimum functional, technical & operational requirement for “Supply of Point-Of-Sale Devices with Printers & other QR Services for merchant establishment”. Bidder should clarify their queries if any by sending their queries on rfdit@odishascb.com.
3. The bidder has to provide onsite support during the installation and migration phase with competent engineer on site.
4. The selected Bidder to upgrade the requisite software/patches regularly on the devices as applicable from time to time with no cost.
5. It may also be noted that all the activities in the IT operation are subject to audit /inspection by Security Auditors. Selected Bidder must take same into consideration while delivering the desired devices.
6. The selected bidder is to ensure that proposed devices/infrastructure is of latest configuration.

Scope of Work:

This RFP is for supplying Point-of-Sale(PoS) Devices with Printers and other QR Services for Merchant Establishment including carrying out successful transactions, pay out of the sale proceeds of the merchant accounts and corresponding MIS of the same Bank. The BIDDER must support both functional and technical requirements of the Bank.



1.3 Mandatory Credential and Pre-qualification of Bidder

Sl. No	Criteria	Supporting Document / Information to be Submitted along with the Proposal
1.	The bidder should have submitted the tender fee of INR 10,000/- (Rupees Ten Thousand only) for the RFP document.	DD/ Banker's Cheque of INR 10,000/-
2.	The bidder should have submitted Security (Earnest Money Deposit) of Rs. 3,00,000.00 (Rs. Three Lakh) only in the form of DD / BG from a Scheduled Commercial Bank of India.	Demand Draft / Bank Guarantee
3.	Should be a Government Organization/PSU/PSE or a partnership/public/private limited company duly registered with taxation and other authorities in India	Certificate of Incorporation/Certificate of commencement and other relevant documents.
4.	Existing manufacturer of Point-of-Sale Terminals who are in the line of activity for a minimum period of 3 years as March 2023	Trade License and other relevant documents.
5.	The BIDDER should have supplied minimum 5000 POS terminals to any financial institutions including State Cooperative Bank(s)/ Central Cooperative Bank(s) for capturing Merchant Acquiring transactions in India in the last 3(three) year. The bidder must have supplied Point-of-Sale Terminals to 3 banks out of which at least one must be State Cooperatives/ DCCBs in India. Bank reserves the right to reject the bid in case terminals are not successfully tested and deployed in India.	Copy of relevant documents, certificates from the organizations clearly indicating the volume handled, services provided etc.
6.	The Bidder(s) have in-house capabilities to develop Point of Sales Terminals, software application and customize it to Bank's requirements.	Trade License and other relevant documents.

7.	The Bidder should be original manufacturer of Point-of-Sale Terminals for Merchant Establishment	Trade License and other relevant documents.
8.	The Bidder shall not be under a declaration of ineligibility/blacklisted by any State/ Central Government / any other Government body in India for fraudulent practices as on last date of submission of the Bid	Declaration signed by the authorized signatory of the Bidder
9.	EMV Certification: The terminals should be EMV compliant(minimum standard is EMV for L1 and L2). The supplier will have to be EMVCo approved vendor.	Relevant certificate & Documents.
10.	PCI Approval: The terminal meets the latest and future PCI mandates for PCI DSS,PCI PA DSS,PCI PTS(5.0 or above)	Relevant certificate & Documents.
11.	Regulatory Mandates: The terminal meets all the present and future regulatory requirements like PIN prompting,DUKPT,TLE,BIS etc.	Relevant certificate & Documents.
12.	DES Encryption: 3DES Encryption supported	Relevant certificate & Documents.
13.	The minimum capital and free reserves of the company as per the latest balance sheet should not be less than Rs.5 Crores including that of parent company.	Audited Financial Statements of the Bidder for each of the last 3 years FY 2020-21, FY 2021-22 & FY 2022-23 and CA Certificate.
14.	Permanent Account Number (PAN) and GST Certificate of the bidder	Company PAN card and GST certificate of the bidder
15.	The bidder should have a minimum average annual turnover of at least Rs.3 Crore during the last three audited financial years (i.e. FY 2020-21, FY 2021-22 & FY 2022-23).	Audited Balance Sheet and Profit & Loss Account Statement of the Bidder for each of the last 3 years FY 2020-21, FY 2021-22 & FY 2022-23. CA certificate for turnover of Bidder. Relevant documentary evidence of Parent Company can be submitted for consideration only in case the Bidder is a wholly owned subsidiary of the Parent Company.



16.	The bidder should have booked profit and have positive net worth in each of the last three audited financial years (FY 2020-21, FY 2021-22 & FY 2022-23).	Audited Balance Sheet and Profit & Loss Account Statement of the Bidder for each of the last 3 years FY 2020-21, FY 2021-22 & FY 2022-23. CA certificate for turnover of Bidder. Relevant documentary evidence of Parent Company can be submitted for consideration only in case the Bidder is a wholly owned subsidiary of the Parent Company.
17.	Authorized Signatory of the Bid	Power of Attorney, in the name of person signing the Bid, authorizing him to submit / execute this agreement as a binding document.

Note: (a) Consortium / Joint Venture are not allowed for bidding.

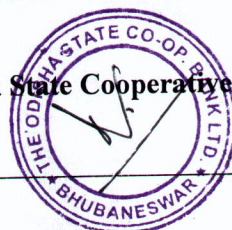
(b) Relevant documentary evidence of Parent Company can be submitted for pre-qualification criteria compliance only in case the Bidder is a wholly owned subsidiary of the Parent Company.

1.4 Specification & Requirements

The deliverables to be provided to the Bank are the following.

1. Technical Specifications of PoS Terminals.

- a) The Bank envisages to procure 1000 PoS Terminals after execution of agreement between Bank and Respondent(s). Bank will have 100% interchangeability between NFC and NON-NFC.
- b) The Respondents are required to offer their suitable products in above categories. Following features are pre-requisite for technical qualification:
 - I. The PCI-PED/PCI-PTS
 - II. Europay MasterCard Visa(EMV) compliant and also/standards mentioned by the Regulator should be complied with, including the Prompting of PIN, TLE and DUKPT. Integrated Shield to cover Key Pad of POS terminals is preferable.
 - III. The Respondent(s) products MUST conform to all of the above standards.
 - IV. The device must be enabled to accept payments through QR Scanner.
 - V. The details in respect of each of the above products offered for supply should be provided on the following lines:



Requirement	Specification-Make & Model
OS	ANDROID
Processor	Quad-core
Memory	2GB RAM, 16GB Flash
Display	5" IPS 1280X720 resolution, Capacitive touch screen
Keypad	10 Numeric Keys, 9 Functional Keys
Connectivity	1 Multi-function I/O (2RS 232+ USB Host+ 1 USB Device)
Battery	Battery capacity 5000mAh or more voltage to be defined 5200mAhx3.6 V/ 2600 mAHx7.2V
Power Adapter	AC/DC INPUT Voltage: 100-240V; 47-63 Hz; and Max Consumption: 210 mA, Output:8V 2A.(Full specifications of Power Adapters and their suitability for Indian conditions, particularly in tier-2 and tier-3 centres to be furnished)
Card Slots	PSAM:2 SIM:1(SD Card slot, 2 in 1) SD:1
Card Reader	Smart card: EMV & PBOC approved Contactless: NFC 13.56 MHZ, Support ISO 14443
Printer	Integrated thermal with graphics capabilities, 18 lines per second, 24 or 32 columns; standard roll paper 58 mm x 40 mm Plastic Bar
Modem & Communication	Wireless wide area GSM/GPRS 4G compatible with 3G/2G+Wi-Fi+Bluetooth on 850/900/1800/1900 MHz
Certifications	PCI PTS 5.0 EMV Contact EMV Contact less RuPay
Dimensions	165mm x 80mmx 65mm(LxWxH), 440g
Weight	Less than 500 Gms
Environment	Operating:0°C to 50°C
	Storage:20°C to 60°C
	Humidity:5% to 95%(non-condense)

2. Terminal Functional Requirements.

I. Product History

The Respondents should include a summary history of each terminals solution being offered. A brief outline of future development strategies should also be detailed (which may include specific Research & Development).

II. Training

Detailed proposals for all aspects of training required must be separately identified. This should encompass end-user (personnel of Technology service provider who needs to know for key injection, terminal maintenance and other activities etc.) training, and where applicable, system administration and configuration, and troubleshooting for the Help Desk area



III. POS Terminal & System Software

Particular attention should be paid to any operational requirements of the system, and it should cater to for further significant growth/expansion.

IV. Support and Release Management Philosophy

The level of on-going support and overall release management philosophy of the supplier must be set out. The level of support provided and guaranteed response times will be critical. Escalation procedure should also be identified and should be included in the proposal. The BIDDER should allocate dedicated resource for providing quick reach out and resolutions. The proposal should detail all available levels of support from helpdesk, remote dial-in support to location/composition of support team.

V. Terminal Protocols

The respondent should outline the details of all current terminal messages protocols supported. Details of software supplied with the POS terminal should be outlined. The respondent should have proper ownership/license/authority in respect of such software to provide the same to Bank.

The Respondent should be proactive in monitoring technical developments in the point of sale arena; ensuring that the devices on offer to the customer keep pace with change in that environment. This could include specific Value-Added Services (VAS) functionality that a supplier may be able to offer to meet the changing retailer demands or to provide new income streams to both the Bank.

The Respondent must be able to reply to new requirements (enhancements/modifications) which may or may not fall under on-going scheme compliance. Details must be provided for how these changes will be handled.

VI. Telecommunications

Full specifications regarding the range of telecommunications options available on all terminals should be clearly laid out in response to the RFP. Details of IP, GPRS, PSTN, Bluetooth and dual communication configurations should be supplied.

VII. Value Added Services(VAS)

Value Added Services and Innovative features will enhance the Respondents proposal. Details of all Value Added Services capabilities and Innovative features should be outlined in the response.

VIII. EMV(Europay, MasterCard and Visa) Compliance.

The terminal must be EMV compliant (minimum standard is EMV 4). The Respondent will have to be an EmvCo approved vendor. Some information



on the management of Chip Applications would be advantageous. A full list of Card Verification methods supported should be outlined here. Details of all approvals Level –I and Level-II should be included in the response to the RFP.

IX. General Processing

The architecture and speed should be specified. Processing of transactions, printing of receipts and storage of transactions must operate within acceptable timescales.

X. Terminal Stock Lead Time

The response must clearly state the delivery notice for Terminal supply. Maximum lead time/ Turn Around Time(TAT) for supply of POS terminals is 30 days from date of issue of Purchase Order.

XI. Performance Tracking

The ability of TMS to provide performance tracking on the POS devices (failures, performance etc) should be covered. The specific MIS that is available from the TMS system should also be clearly identified and included in the response. Any malfunctioning of the terminal on account of application error (terminal application supplied by the terminal vendor) and consequent loss if any, suffered by the Bank shall be attributable to the vendor and accordingly he shall be to compensate/indemnify the Bank fully to the extent of RFP order value. However, Bank may at its discretion arrange for forensic audit to determine the malfunctioning of the software application.

XII. Transaction Flow and Settlement Procedure

- a)The transaction flow and settlement procedure should be specified in detail.
- b)Details of Merchant Discount Rate(MDR) must be specified.

XIII. Terminal Software- Ownership/IPR

The RFP must address ownership of application software including the Intellectual Property rights of the software. Escrow arrangements may be required for the application and operating system software and proposals in this area are required.

XIV. Architecture

The proposal should address the architecture of the software design. A component-based architecture that will allow for re-use of common modules between applications is desired. The development environment for application software inventory, version control, change control and quality assurance should be included. The functionalities included in the Software Development Kits(SDKs) are to be indicated.

XV. Security

Details of security viz., physical and logical, levels of access, contingency and Disaster Recovery capability should be provided



XVI. Functionality Requirements:

The respondents must indicate whether they are compliant with the following business condition:

Sl	Business Condition	Definition	Response (Yes/No)
1	Chip transactions	Transactions performed using chip cards.	
2	Option of Contactless transactions	Transactions performed using Contactless protocols.	
3	Swiped transactions	Transactions performed using magnetic stripe embedded on the card.	
4	Purchase(Sale)	Transaction used to authorize a card and amount.	
5	Refund	This transaction is used to credit the money to card holder account from merchant account.	
6	Void	This transaction is used to cancel the previously performed purchase or refund transaction in the same batch.	
7	Pre-Authorization	This transaction is mostly used in hotel and lodging environment. This transaction will be stored in separate batch. This will not be settled with the normal batch. This will be moved to normal batch/settlement after sale completion transaction.	
8	Referral handling,	Referral is used by issuer, if card holder activity is suspicious.	
9	Tip handling	This is mostly used in restaurant merchants to give TIP to restaurant employees.	
10	End of Day	Auto-settlement	
11	Cancel Button	Cancel key is used to cancel any operation and take the terminal back to idle screen display.	
12	Enter Button	Enter Key is used to confirm any thing on the terminal application.	
13	Paper Detection	Paper feed is used to feed the paper in terminal internal thermal printer.	
14	Time Display	To display date/time on terminal's display.	
15	Security Levels	What Features can be password protected:	
		VOIDS	
		Refunds Pre auth	
		Offline forces	
16	Display Transactions	This is to review transactions on the current batch on terminal display.	



17	Detail Report	This is to give detailed information of card number, card type, transaction amount, invoice number, expiry date, and totals.	
18	Summary Report	This is to give summary of transaction done in a given day	
19	Date/Time	Synchronized with host?	
		Receipt time stamp printed from authorization response.	
20	Display Terminal ID	To display terminal ID for verification and confirmation.	
21	Display Version	Current Software	
22	Print Settings	Print current configuration settings.	
23	Software Download	Must have Terminal Management System(TMS).	
24	On Boarding	Capable for instant on-boarding	
25	Multiple Payment option	UPI, EMI, Debit Card & Credit Card payment on one single platform.	
26	Device connectivity	Provision of Dual Connectivity (GPRS + Wi-Fi) with the devices.	
27	Device Branding	Devices should be branded in the Bank's Name(in both Hardware and Software)	
28	Merchant portal+	Tap-to-phone with Set App (Mobile Application) facility should be provided	
29	AePS Transaction	Android PoS should have the capability of integrating AePS transaction.	
30	QR Code Display Stand	QR code display stand should be branded with Bank Name.	

1.5 Earnest Money Deposit

- i. Earnest money in the form of Bank Draft for Rs. 6,00,000/- (Rs. Six Lakh) only from any Nationalized/Scheduled Bank drawn in favor of The Odisha State Cooperative Bank Ltd in the form of DD / BG thereof should be attached along with the tender bid.
- ii. The EMD of the unsuccessful Bidder shall be refunded after final acceptance of the tender and within reasonable time not exceeding six months from the date of opening of the tender. The EMD will carry no interest.
- iii. EMD retention period is for 3 months. EMD will be refunded after submission of Contract Performance Guarantee (CPG)
- iv. The EMD will be forfeited if a Bidder withdraws his offer before finalization of the tender.
- v. The EMD of the successful Bidder shall also be forfeited if the Bidder fails to sign the prescribed agreement within the specified period.



Sealing and Marking

- I. The Original copies of the Pre-qualification Bid shall be placed in an envelope and properly sealed with sealing wax or PVC tape and clearly marked "PREQUALIFICATION BID" followed by the name of the assignment. All documents as per tender along with EMD should be put together in this envelope. The Original copies of the Technical Specifications shall be placed in an envelope and properly sealed with sealing wax or PVC tape and clearly marked " Technical Specifications" followed by the name of the assignment. Technical Specifications & Prequalification Bid as per tender should be put together in a single envelope and clearly marked "Technical Proposal" followed by the name of the assignment
- II. Similarly the original copies of the Financial Proposal (Price Schedule as per tender, Section-E) should be sealed in similar manner and mark as "FINANCIAL PROPOSAL" followed by the name of the assignment, and with a warning "DO NOT OPEN WITH THE TECHNICAL PROPOSAL .". The envelopes containing the Technical and Financial Proposals shall be placed into an outer envelope and properly sealed. This outer envelope shall bear the submission address, reference, and be clearly marked "DO NOT OPEN, EXCEPT IN PRESENCE OF THE OFFICIAL APPOINTED". The Odisha State Cooperative Bank shall not be responsible for misplacement, losing or premature opening if the outer envelope is not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Financial Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive.
- III. All these above envelopes shall be addressed to the Managing Director, Odisha State Cooperative Bank, Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751001
- IV. The bottom left-hand corner of the covers should indicate the name and address of the firm / Bidder. (Tenders without the name of the firm will not be opened).
- V. All Pages in the Finance proposal and Technical Proposal should be signed with Company Seal and date. In case of any deviation, the bidder should mention the same with "Asterisks" on the specific line and number the same. Detailed deviation list mentioning the nature of deviation against each such numbered item should be enclosed along with the technical bid.
- VI. The Financial Proposal and the Technical proposal document should be properly bound and separators should be used to mark, each section of the bid. Any loose sheet enclosed along with the bid will be treated as not part of the bid.

1.6 Submission of Bid.

Procedure / Instruction for Submission of Bid.

- a) RFP must be filled in all Mandatory Eligibility, Technical Eligibility and Commercial criteria and the Sealed Tender in the form of Hard Copy, in respective envelopes, has to be deposited in the "Tender box" kept in the office of DIT, Odisha State Cooperative Bank, Pandit Jawaharlal Nehru Marg, Bhubaneswar – 751001.

Late tender: Any tender received after 15:00 Hrs. of the last date of submission of bids will not be considered. Bid must be received by the Odisha State Cooperative Bank at the address specified no later than the time and date specified, In the event of the

The Odisha State Cooperative Bank Ltd.

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specified date for the submission of bids being declared holiday for The Odisha State Cooperative Bank, the bids will be received up to the appointed time on the next working day or, if there is a sudden Strike or Bandh, the bid will be received on next second day

b) Relevant certificate/documents should be attached.

c) Notwithstanding the above, offers made by email, telex, fax, telephone and/ or any other mode shall immediately disqualify the BIDDER.

1.7 Validity of Offer

The proposals shall remain valid for a period of 180 days after the scheduled date for submission of the 'Proposal'. In exceptional circumstances, The Odisha State Cooperative Bank may solicit the Bidder's consent for extension of the bid validity period. When the validity period is extended by the Bidder, the same shall be done without any modification to the bid proposal by the Bidder.

1.8 Taxes and Duties

- I. Any "FORM" for availing concession rate of TAXES will be issued by The Odisha State Cooperative Bank, if applicable.
- II. The prices shall be exclusive of all taxes & duties leviable including service tax, and indicated separately in the Price Schedule both in total amount of tax/duty and in % rate for each tax/duty. The Odisha State Cooperative Bank shall reimburse taxes/duties at actual as applicable at the time of delivery.
- III. The Odisha State Cooperative Bank shall be authorized to deduct any income tax as applicable from the Bidder.
- IV. For the purpose of the Contract it is agreed that the Contract Price specified in Price Schedule, is based on the taxes duties and charges prevailing at the date one(1) day prior to the last date of bid submission date. If any rates of tax are increased or decreased, a new tax is introduced, an existing tax is abolished, or any change in interpretation or application of any tax occurs in the course of the performance of contract, which was or will be accessed on the Bidder in connection with performance of the Contract, an equitable adjustment of the Contract Price shall be made to fully take into account any such change by addition to the Contract Price or deduction there from as the case may be.

1.9 Discrepancy in Bid.

- I. In case of discrepancies in bids, the following will be adopted to correct the arithmetical errors for the purpose of evaluation.
- II. In case of discrepancy between the original & copies of bid, the original bid will be considered correct.
- III. In case of discrepancy between figures and words, the words will be considered correct.
- IV. In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between subtotals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.



- V. In absence of multiple bid, the bank may proceed with single bid / double bid (more than two)

1.10 Tender Acceptance & Rejection

- I. The Odisha State Cooperative Bank reserves the right to reject any tender without assigning any reason whatsoever.
- II. The Odisha State Cooperative Bank is not bound to accept the lowest priced offer.
- III. All components in tender must qualify in technical specification. If any component fails to qualify in technical evaluation this will lead to rejection of the technical bid.

1.11 **Authorized Representative** - Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Odisha State Cooperative Bank or the Bidder may be taken or executed by the officials authorized for the purpose.

1.12 Bid Evaluation

The evaluation of the bids will follow the steps outlined in this section.

A two-envelope bidding procedure will be used for the technical proposal evaluation. Under technical Proposal evolution process prequalification criteria & technical specification will be evaluated first.

The bidders whose technical proposals are accepted after evaluation shall qualify for the Financial Opening stage. The bidder's financial bids shall be evaluated as per bank's norms and the lowest quote shall be declared L1.

Award of Contract

The financial bid will be considered based on overall experience, technical competence and other relevant parameters as per the RFP. The Management also reserves the right to accept or reject the lowest bid taking into view the benchmark parameters fixed. Management's decision about the award of contract will be final.

1.13 Performance Guarantee & Placement of Firm Order.

After finalization of the Tender and approval by the competent authority, Purchase Order (PO) will be issued to the successful Bidder.

The successful Bidder shall be required to furnish the Contract Performance Guarantee (CPG) for an amount equal to 03% of its Price Bid, within 20 days from the date of issue of the Purchase Order.

1. CPG should be initially valid for a period of 41 months.
2. CPG may be submitted in any of the following forms:
 1. A crossed Bank Draft/ Pay Order/ Bank Guarantee in favour of "The Odisha State Cooperative Bank", payable at Bhubaneswar issued by any Nationalized bank/Scheduled Bank.



2. An irrevocable Bank Guarantee as per the format enclosed as Annexure-G from any nationalized bank / Scheduled Bank acceptable to The Odisha State Cooperative Bank.

The CPG will be released to the Contractor upon issue of Certificate of Acceptance by The Odisha State Cooperative Bank. The CPG will not carry any interest.

After furnishing of CPG by the successful bidder The Odisha State Cooperative Bank will issue Firm Order and enter upon a contract with the Contractor on the terms and conditions provided herein.

1.14 Delivery & Installation Schedule

The vendor has to start delivery/supply and installation of Point-of-Sale Terminals for Merchant Establishment and other operations of the Bank within 30 days from the date of Work Order. The necessary media, documents should be provided by vendor to bank.

1.15 Penalty

- I. Charges on Late Delivery: 0.5 % per week, Maximum 2 % of Undelivered Order Value.
- II. Charges on Late Implementation & Commission: 0.5 % per week, Maximum 2 % of Order Value. Beyond 06 weeks delay leads to cancellation of Work Order and forfeit of EMD / Performance Guarantee.

1.16 Payment Terms and Pricing:

- i) Prices quoted should be inclusive of taxes.
- ii) 100% on delivery at Bank's Head Office

All payments will be made through A/C payee cheques/RTGS/NEFT/Online only from The Odisha State Cooperative Bank Head Quarter. Handling of foreign exchange component and customs clearance, if any, must be taken care of by the successful Bidder.

1.17 Warranty and Support

- I. The entire device including all parts like batteries, printers and displays etc. Shall be covered under comprehensive warranty for a period of 3 years.(Damage and Loss of device shall not be covered)
- II. Replacements shall be carried out immediately if any failures are reported.
- III. Vendor should ensure on time service on faulty devices.
- IV. Vendor is responsible for repair/replacing the defective device immediately after receipt of complaints.
- V. The vendor shall make every effort to attend the issues at the earliest.
- VI. The vendor is responsible for arranging defective devices to be taken from service centre to the company and returning the same after service at his own cost and risk.
- VII. The Odisha State Cooperative Ltd will have the right to cancel and reject further supplies besides forfeiting the Bank Guarantee in case it is found that the machines are not working as per specifications mentioned in the tender from during the warranty period.



1.18 Disputes & Arbitration

In case of any dispute or differences, breach and violation relating to the terms of this agreement, the said dispute or difference shall be referred to the sole arbitration of MANAGING DIRECTOR, The Odisha State Cooperative Bank or any other person appointed by him. The award of the arbitrator shall be final and binding on both the parties. In the event of such arbitrator to whom the matter is originally referred to vacates his office on resignation or otherwise or refuses to do works or neglecting his work or being unable to act as arbitrator for any reason whatsoever, the MANAGING DIRECTOR, The Odisha State Cooperative Bank shall appoint another person to act as arbitrator in the place of outgoing arbitrator and the person so appointed shall be entitled to proceed further with the reference from the stage at which it was left by the predecessor. The CONTRACTOR will have no objection in any such appointment that arbitrator so appointed is employee of The Odisha State Cooperative Bank. The adjudication of such arbitrator shall be governed by the provision of the 'ARBITRATION and CONCILIATION Act, 1996' or any statutory modification or re-enactment thereof or any rules made thereof. The arbitration shall be held in Bhubaneswar.

1.19 Termination for Default

The Odisha State Cooperative Bank may without prejudice to any other remedy or right of claim for breach of contract, by giving not less than 30 days written notice of default sent to the Contractor, terminate the Contract in whole or in part.

- If the Vendor materially fails to render any or all the services within the time period (s) specified in the Contract or any extension thereof granted by The Odisha State Cooperative Bank in writing and fails to remedy its failure within a period of thirty (30) days after receipt of the default notice from The Odisha State Cooperative Bank.
- If the Vendor in the judgment of The Odisha State Cooperative Bank has engaged in corrupt or fraudulent practices in competing or in executing the contract.

1.20 Force Majeure Clause

If at any time, during the continuance of this Contract, the performance in whole or in part by either party of any obligation under this Contract be prevented or delayed by reason of:

- Any war or hostility
- Acts of public enemy, civil commotion, sabotage, explosions
- Effects of flood, epidemics, quarantine restrictions, freight embargoes
- General strikes, Bandhs
- Acts of God

hereinafter referred to as *EVENT*, neither party shall, by reason of such *EVENT*, be entitled to terminate this Contract, nor shall any party have any claim to the damages against the other in respect of such non-performance or delay in performance, - provided that *notice* of happening, of any such *EVENT* is given by either party to the other *within 7 (seven) days* from the date of occurrence of the *EVENT*.



If a Force majeure EVENT occurs, the Contractor shall promptly notify Odisha State Cooperative Bank in writing of such conditions and the cause thereof. Unless otherwise directed by The Odisha State Cooperative Bank in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force majeure EVENT.

Expected Work and deliveries under this Contract shall resume as soon as practicable after such EVENT comes to an end or ceases to exist. The decision of the The Odisha State Cooperative Bank as to whether the situation has become normal or not, shall be final and conclusive.

If the performance in whole or part of any obligation under this Contract is prevented or delayed by reason of any such EVENT for a period exceeding 90 (ninety) days, The Odisha State Cooperative Bank may, at its option, terminate this Contract.

In case of termination of contract due to force majeure event, The Odisha State Cooperative Bank would pay the reasonable amount to the Contractor for the portion of work already completed till date.



ANNEXURE - A

BIDDERS QUALIFICATION FORM

PART - I

The Odisha State Cooperative Bank

TENDER ENQUIRY NO : _____

Due to open on : _____

Bidder's Ref No : _____

To
The Managing Director
The Odisha State Cooperative Bank Ltd.
Pandit Jawaharlal Nehru Marg
BHUBANESWAR- 751001.

Dear Sir,

Having examined the conditions of contract as in Bid Documents and specifications including Addenda Nos. _____ the receipt of which is duly acknowledged, we undersigned offer to "Supply of Point-Of-Sale Devices with printers and other QR Services for Merchant Establishments" in conformity with the said drawings conditions of contract and specifications for the sum of mentioned in the Annexure -H, or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted to complete delivery and successful implementation of all the ordered items by us specified in the contract within 30 days calculated from the date of issue of Purchase/Work Order.

If our Bid is accepted, we will furnish the performance guarantee of a Schedule Bank for a sum of Three percent (03%), of the overall contract value. inclusive of all items offered by the vendor.

We agree to abide by this Bid for a period of 180 days from the date fixed for opening of the Tender and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a Firm Order or contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

The Odisha State Cooperative Bank Ltd.



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Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Date This _____ day of '2023.

Signature _____

(Name in Block Letters of the Signatory)

In capacity of

Duly authorized to sign the bid for and on behalf of Attach Power of Attorney/Extract of Board Resolution duly certified

(Documentary proof enclosed)

Witness _____

Address: _____

Signature _____



BIDDERS QUALIFICATION FORM

PART - II

1.0 Tender is to be submitted in this Form only. Tender submitted by the Bidder in their own proforma is liable to be rejected. Separate sheets may be attached where space provided against any clause is insufficient.

1.1 Tender Enquiry No. & Date :

1.2 Offer No. & date :

2.0 Name and address of the Firm :

2.1 Name of the Firm :

Office Address :

Telephone No. :

Fax No. :

2.2 Factory Address :

Telephone No. :

Fax No. :

The offer as per Performa in Part III is enclosed in sealed covers for individual item separately (Read instruction and important points).

Particulars of Central Excise Tariff Rules under which ED is leviable.

Whether

i) Proprietorship firm

The Odisha State Cooperative Bank Ltd.



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ii) Partnership firm :

iii) Company :

iv) Consortium :

Necessary valid documents must be enclosed along with the tender offer.

Bidders should refrain from quoting any irrelevant reference (i.e. for any item not in Tender) in the under mentioned column.

LIST OF ENCLOSURES:

I)

II)

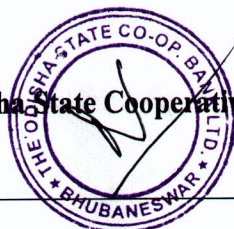
III)

IV)

Signature of the Authorized Signatory :

NAME IN BLOCK LETTERS :

Status of the Signatory :



BIDDERS QUALIFICATION FORM (EARNEST MONEY DEPOSIT DETAILS)

PART - III

To,
The Managing Director
The Odisha State Cooperative Bank Ltd.
Pandit Jawaharlal Nehru Marg
BHUBANESWAR- 751001.

The undersigned hereby tenders for job and agrees to hold this tender open for your acceptance for 90 days from the date of opening of the tender.

Details of EMD is given below :(Package I)

Demand Draft / BG No: _____ dated _____ Month 2023 of _____
for Rs. 3,00,000/ = (Rupees Three Lakh only) is enclosed as EARNEST MONEY DEPOSIT.

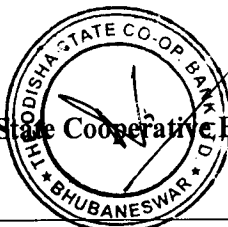
Signature: _____

Name: _____

Designation: _____

COMPANY NAME: _____

ADDRESS: _____



ANNEXURE - B
ORGANIZATION DETAILS

(To be submitted along with the tender)

1	Name of the Firm	
2	Registered Office address Telephone Number Fax Number e-mail	
3	Correspondence/ contact address	
4	Details of Contact person (Name, designation, address etc.) Telephone Number Fax Number e-mail	
5	Is the firm a registered company? If yes, submit documentary proof. Year and Place of the establishment of the company	
6	Former name of the company, if any.	
	Is the firm a Government/ Public Sector Undertaking a propriety firm a partnership firm (if yes, give partnership deed) a limited company or limited corporation a member of a group of companies (if yes, give name and address, and description of other companies) a subsidiary of a large corporation (if yes give the name and address of the parent organization) If the company is subsidiary, state what involvement if any, will the parent company have in the project. a consortia (if yes, give name and address of each partner)	
8	Is the firm registered with sales tax department? If yes, submit valid TAXES registration certificate.	
9	Is the firm registered for service tax with Central Excise Department (Service Tax Cell)? If yes, submit valid service tax registration certificate.	
10	Is the firm registered under Labor Laws Contract Act? If yes, submit valid registration certificate.	
11	Attach the organizational chart showing the structure of the organization. Total number of employees	
12	Number of years of experience:	
13	Are you registered with any Government/ Department/ Public Sector Undertaking (if yes, give details)	



14	How many years has your organization been in business under your present name? What were your fields when you established your organization? When did you add new fields (if any)?	
15	What type best describes your firm? (The Odisha State Cooperative Bank reserves the right to verify the claims if necessary) 1. Manufacturer 2. Supplier 3. System Integrator 4. Consultant 5. Service Provider (pl. specify details) 6. Software Development 7. Total solution provider (Design, Supply, Integration, O&M) 8. IT Company	
16	Number of Offices / Project Locations	
17	Do you have a local representation /office in Bhubaneswar? If so, please give the address and the details of staff, infrastructure etc. in the office and no. of years of operation of the local office	
18	Do you intend to associate/sub-contract any other organization for the works for which you are bidding? If so, please give full particulars of that organization separately.	
19	Please give details of Key Technical and Administrative staff who will be involved in this project, their role in the project, their Qualifications & experience and the certifications attained. (Documentary proof to be submitted)	
20	Is your organization has ISO certificates as asked in the RFP? If so, attach copies of the certificates. State details, if certified by bodies, other than that stated.	
21	List the major clients with whom your organization has been/ is currently associated.	
22	Were you ever required to suspend a project for a period of more than three months continuously after you started? If so, give the names of project and reasons for the same.	
23	Have you in any capacity not completed any work awarded to you? (If so, give the name of project and reason for not completing the work)	
24	The bidder/ prime member of the consortium shall disclose details pertaining to all contingent liabilities. If nil, an undertaking from the bidder/ prime member of the consortium mentioning the same.	
25	Whether your organization has Bank's certificate of solvency. The Odisha State Cooperative Bank reserves the right to seek documentary proof if contract is awarded.	

Signature with date

Name in block letters

Seal of the Company

The Odisha State Cooperative Bank Ltd.



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ANNEXURE - C
DECLARATIONS

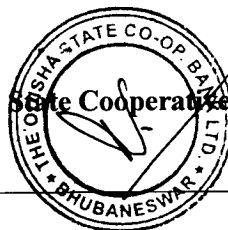
It is declared that I, Sri/ _____, being the Bidder/Authorized Signatory/Authorized Supplier/ Proprietor/ Manager of M/s _____ Of (address of the Bidder) _____ have gone through and understood all the Terms & Conditions laid down in the revised Tender Document No. _____ Tender Notice No., _____ dated _____ and would abide by the same terms and conditions throughout the period of contract.

I, hereby also agree to execute a "Contractual Agreement" with The Odisha State Cooperative Bank based on all the terms and conditions laid down in the revised Tender Document No. _____, dated _____ in the event of being selected as a successful Bidder.

Signature with date

Name in block letters

Seal of the Company

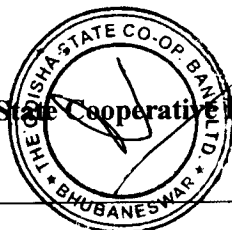


ANNEXURE - D

QUERIES

Name of the Bidder: _____

Sr. No.	Clause No.	Page No.	Details as per RFP	Queries	Remarks
1					
2					
3					
.					
.					
.					
.					
N					



ANNEXURE - E
MANUFACTURER'S AUTHORIZATION LETTER

Date:

TENDER DOCUMENT No.:

To,
The Managing Director
The Odisha State Cooperative Bank Ltd.
Pandit Jawaharlal Nehru Marg
BHUBANESWAR- 751001.

WHEREAS _____ who are official producers of _____ and having production facilities at _____ do hereby authorize _____ located at _____ (hereinafter, the "Bidder") to submit a bid of the following Products produced by us, for the Supply Requirements associated with the above Tender

When resold by _____, these products are subject to our applicable standard end user warranty terms .

We assure you that in the event of _____, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements and also provide spares in accordance with the Tender for the period of next 3 years from installation as per the RFP.

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of: _____

Dated on _____ day of _____, _____.

Note: This letter of authority must be on the letterhead of the Producer, must be signed by a person competent and having the power of attorney to bind the Producer, and must be included by the Bidder in its bid as specified in the Instructions to Bidders.

The Odisha State Cooperative Bank Ltd.



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ANNEXURE - F
PERFORMANCE BANK GUARANTEE
(To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

The Managing Director
Odisha State Cooperative Bank Ltd.
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751001

Dear Sir,

WHEREAS (Name of bidder) hereinafter called "the bidder" has undertaken, in pursuance of Contract dated..... 2023 (hereinafter referred to as "the Contract") for supply of Point-Of-Sale Devices with Printers & other QR Services to the Odisha State Cooperative Bank

AND WHEREAS it has been stipulated in the said Contract that the Bidder shall furnish a Contract Performance Guarantee ("the Guarantee") from a scheduled bank for the sum specified therein as security for supply of Point-Of-Sale Devices with Printers & other QR Services as per the agreement.

WHEREAS we _____ ("the Bank", which expression shall be deemed to include its successors and permitted assigns) have agreed to give The Odisha State Cooperative Bank the Guarantee:

THEREFORE the Bank hereby agrees and affirms as follows:

1. The Bank hereby irrevocably and unconditionally guarantees the payment of all sums due and payable by the Bidder to The Odisha State Cooperative Bank, under the terms of their Agreement dated _____ on account of any breach of terms and conditions of the said contract related to partial non-implementation and/ or delayed and/ or defective implementation. Provided, however, that the maximum liability of the Bank towards The Odisha State Cooperative Bank under this Guarantee shall not, under any circumstances, exceed _____ in aggregate.

2. In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from The Odisha State Cooperative Bank stating full or partial non-implementation and/ or delayed and/ or defective implementation, which shall not be called in question, in that behalf and without delay/demur or set off, pay to The Odisha State Cooperative Bank any and all sums demanded by The Odisha State Cooperative Bank Under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from The Odisha State Cooperative Bank to the Bank shall be sent at the following address:

The Odisha State Cooperative Bank Ltd.

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Attention Mr _____.

3. This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 60 months from the date of its execution.
4. The liability of the Bank under the terms of this Guarantee shall not, in any manner whatsoever, be modified, discharged, or otherwise affected by:
 - i) Any change or amendment to the terms and conditions of the Contract or the execution of any further Agreements.
 - ii) Any breach or non-compliance by the Bidder with any of the terms and conditions of any Agreements/credit arrangement, present or future, between Bidder and the Bank.
5. The BANK also agrees that The Odisha State Cooperative Bank at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against Bidder and notwithstanding any security or other guarantee that The Odisha State Cooperative Bank may have in relation to the Bidder's liabilities.
6. The BANK shall not be released of its obligations under these presents by reason of any act of omission or commission on the part of The Odisha State Cooperative Bank Or any other indulgence shown by The Odisha State Cooperative Bank Or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the BANK.
7. This Guarantee shall be governed by the laws of India and only the courts of Bhubaneswar shall have exclusive jurisdiction in the adjudication of any dispute which may arise hereunder.

Dated this the Day of2023

Witness

(Signature)

(Signature)

(Name)

Bank Rubber Stamp
(Name)

(Official Address)

Designation with Bank Stamp
Plus Attorney as per Power of
Attorney No.
Dated:

The Odisha State Cooperative Bank Ltd.



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ANNEXURE – G

BANK GUARANTEE IN LIEU OF DD FOR EARNEST MONEY

(On Non Judicial stamp paper of appropriate value)

Ref:

Date:

Bank Guarantee No.

To

The Managing Director
Odisha State Cooperative Bank Ltd.
Pandit Jawaharlal Nehru Marg
Bhubaneswar - 751001

Dear Sir,

In consideration of Odisha State Co-operative Bank having its Registered office at Pandit Jawaharlal Nehru Marg Bhubaneswar - 751001 (hereinafter called the "Owner" which expression shall unless repugnant to the subject or context include its successors and assigns) having _____ issued _____ Tender No _____ dt. _____ to M/s _____ having its Registered / Head office at _____

(hereinafter called the Bidder) who wishes to participate in the said tender for and you, as a special favour, have agreed to accept an irrevocable and unconditional Bank Bid Guarantee for an amount of Rs. _____ valid up to _____ On behalf of the Bidder, as a condition for participation in the said tender.

We, the _____ Bank incorporated under _____ law and having one of our branches at _____ and having our Registered office/Head office at _____ do here by unconditionally and irrevocably guarantee and undertake to pay to the "Owner" immediately on demand without any demur reservation, protest, contest and recourse to the extent of the said sum of Rs. _____ (Rupees _____ only). Any such claim/demand made by the said "Owner" on us shall be conclusive and binding on us irrespective of any dispute or differences raised by the Bidder.

This guarantee shall be irrevocable and shall remain valid upto _____. If any further extension of this guarantee is required, the same shall be extended to such required period on receiving instructions from M/s _____ on whose behalf this guarantee is issued.

We, the said Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the owner in writing and agree that any change in the constitution of the said tenderer or the said Bank shall not discharge our liability. In witness where of the Bank, through its authorized officer, has set its hand and stamp on this _____ day of _____ 2023.

The Odisha State Cooperative Bank Ltd.

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Witness:

(Signature)

Name

Official Address

(Signature)

Name

(Designation with Bank stamp)

Attorney as per Power of Attorney

No. _____

Date _____



Annexure-H
COMMERCIAL BID

Respondents have to provide their response, for all types of terminals with printers(Total Equipment Cost with 03 years Warranty)

To
The Managing Director
Odisha State Cooperative Bank Ltd
Pandit Jawaharlal Nehru Marg
Bhubaneswar-751001

Dear Sir

Ref: RFP No.OSCB/POS/QR/Dt.///

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, submit our Price Bid of Rs._____(Rupees.) (Total Proposal amount in words and figures) for supply, of the equipment's in conformity with the said Bidding Documents.

Sl No	Type of Terminal	Total Price for 1000 PoS Terminals with printer and QR services(Rs.)
	Grand Total	

Dated _/_/2023

(Signature)(Name)(In the Capacity of)
Duly authorised to sign Bid for and on behalf of

The Odisha State Cooperative Bank Ltd.



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Annexure-I

Price Breakup Schedule

Respondents have to provide their response, separately, for all types of terminals with printers(Total Equipment Cost with 03 years Warranty)

(The Cost of Adapter, Battery and Motherboard to be declared separately)

A	Cost of Equipment/PoS Terminal(Hardware, Software,OS,SDK etc.) with 3 year warranty	
	% of tax	
B	<u>Tax amount</u>	
C	<u>Unit Price incl. Of tax(A+B)</u>	
	Total Price	

Dated __/__/2023

(Signature)(Name)(In the Capacity of)
Duly Authorised to sign Bid for and on behalf of

The Odisha State Cooperative Bank Ltd.



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Annexure-J
Reference Details

	Reference 1	Reference 2	Reference 3
Name of the Bank/Client(with whom the Bank may interact for obtaining references)			
Address of the Bank/Client			
Contact Details(At least two contacts are to be provided for each reference)			
Contact 1 Name			
Designation			
Landline no			
Mobile No			
E-mail Id			
Contact 2 Name			
Designation			
Landline no			
Mobile No			
E-mail Id			
Services started from			
Brief details of the Services provided(like PoS Terminal with printer supply, other operations etc.)			

Yours Faithfully

Signature

(Name & Designation of Signatory, Seal of the Company)



The Odisha State Co-operative Bank Ltd.

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Annexure-K
Undertaking of Authenticity

To
The Managing Director
Odisha State Cooperative Bank Ltd
Pandit Jawaharlal Nehru Marg
Bhubaneswar-751001

Sub: Undertaking of Authenticity of PoS Terminal & QR Services.

Dear Sir,

With reference to the equipment being quoted to you vide our Quotation No: ___ dated ___, we hereby confirm that all the components/QR/assembly/ Hardware etc. used in the equipment to be supplied shall be original new components/QR/ assembly/hardware only and that no refurbished/ duplicate/ second hand components/ parts/assembly/ software shall be supplied or shall be used.

We also confirm that in respect of licensed operating systems and other software utilities to be supplied; the same will be procured from authorized sources and supplied with Authorized License Certificate (e.g. Product keys on Certification of Authenticity in case of Microsoft Windows Operating System).

In case of default and the Bank finds that the above conditions are not complied with, we agree to take back the equipment supplied and return the money paid by you, in full within seven days of information of the same by the Bank, without demur or any reference to a third party and without prejudice to any remedies the Bank may deem fit.

In case of default and we are unable to comply with above at the time of delivery or during installation, for the POS Terminal/ Software already billed, we agree to take back the POS terminals without demur, if already supplied and return the money if any paid to us by you in this regard.

We also take full responsibility of both parts & Services SLA as per the content even if there is any defect by our authorized service Centre/ Reseller/SI etc.

Dated _/ _/ _

(Signature)(Name)(In the Capacity of)
Duly Authorised to sign Bid for and on behalf of

The Odisha State Cooperative Bank Ltd.



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