

**RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab**

**Ref. No.: 2023\_FD\_EWM\_2**



**Department of Food Civil Supplies and Consumer Affairs, Punjab  
Anaaj Bhawan, Sector- 39 C  
Chandigarh-160036**

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***Website: [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) or <http://foodsuppb.gov.in>***

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This RFP document is not an agreement and is not an offer or invitation by Purchaser to any parties other than the applicants who are qualified to submit the bids ("Bidders"). The purpose of this document is to provide the Bidder(s) with information to assist the formulation of their proposals. This document does not claim 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 Purchaser and its employees or advisors to consider the investment objectives, financial situation and particular needs of each Bidder. Certain Bidders may have a better knowledge of the proposed Project than others. Each recipient must conduct its own analysis of the information contained in this RFP document or to correct any inaccuracies therein that may appear in this RFP document and is advised to carry out its own investigation into the proposed Project, the legislative and regulatory regimes which applies thereto and by and all matters pertinent to the proposed Project and to seek its own professional advice on the legal, financial, regulatory and taxation consequences of entering into any contract or arrangement relating to the proposed Project.

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The Purchaser and also its advisors/ consultants/ representatives/ employees accept no liability of any nature whether resulting from negligence or otherwise, howsoever caused, arising from reliance of any Bidder upon the statements contained in this RFP. The Purchaser and also its advisors may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, data, statements, assessment or assumptions contained in this RFP or change the evaluation or eligibility criteria at any time or annul the entire Bidding Process.

The issue of this RFP does not imply that the Purchaser is bound to select a Bidder or to appoint the Selected Bidder hereinafter defined, as the case may be, for the Project and the Purchaser reserves the right to reject all or any of the Bidders or Bids at any stage of the Bidding Process without assigning any reason whatsoever including the right to close the selection process or annul the bidding process at any time, without incurring any liability or being accountable to any person(s) in any manner whatsoever. The decision of Purchaser shall be final, conclusive and binding on all the parties.

The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the Purchaser or any other costs incurred in connection with or relating to its Bid including costs relating to submission and maintenance of various fees, undertakings and guarantees required pursuant to this RFP and also any cost relating to updating, modifying or re-submitting its Bid pursuant to the RFP being updated, supplemented or amended by the Purchaser. All such costs and expenses will be incurred and borne by the Bidder and the Purchaser shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

The Bidders are prohibited from any form of collusion or arrangement in an attempt to influence the Selection and award process of the Bid. Giving or offering of any gift, bribe or inducement or any attempt to any such act on behalf of the Bidder towards any officer/employee/ advisor/ representative of Purchaser or to any other person in a position to influence the decision of the DFCS&CA for showing any favor in relation to this RFP or any other contract, shall render the Bidder to such liability/penalty as the Purchaser may deem proper, including but not limited to rejection of the Bid of the Bidder and forfeiture of its Proposal Security. Laws of the Republic of India are applicable to this RFP.

This RFP document and the information contained herein are confidential and for use only by the person to whom it is issued. It may not be copied or distributed by the recipient to third parties (other than in confidence to the recipient's professional advisor). In the event that the recipient does not continue with the involvement in the Project in accordance with RFP, the information contained in the RFP document shall not be divulged to any other party. The information contained in the RFP document must be kept confidential. Mere submission of a responsive Bid/ Proposal does not ensure selection of the Bidder.

The information contained in this document is selective and is subjected to updation, expansion, revision and amendment. Purchaser reserves the right of discretion to change, modify, add to or alter any or all of the provisions of this document and/or the bidding process, without assigning any reasons whatsoever.

## Schedule for Request for Proposal:

S.N.	Particulars	Details
1.	Tender Reference Number	2023_FD_EWM_2
2.	Name of the Department	Department of Food, Civil Supplies and Consumer Affairs, Punjab
3.	Cost of bid document	INR 10,000/- plus Processing Fees (extra)
4.	EMD / Bid Security Amount	INR 30,00,000/- (INR) (Thirty Lakh Only) EMD will be submitted online on eproc.punjab.gov.in.
5.	Date and time for Sale of Tender	Date 14-09-2023 from 2:00 PM onwards
6.	Last date and time for submission of written queries for clarifications on the State eProcurement Portal i.e. eproc.punjab.gov.in	21-09-2023 before 5:00 PM
7.	Date of pre-bid conference and Venue	21-09-2023 at 11:00 AM Committee Room, Anaaj Bhawan, Sector-39, Chandigarh
8.	Bid validity period	180 days from the last date for submission of bids.
9.	Last date and time for submission of bids on the State eProcurement Portal i.e. eproc.punjab.gov.in	05-10-2023 by 04.00 PM
10.	Date and time for opening of Technical bids on the State eProcurement Portal i.e. eproc.punjab.gov.in	06-10-2023 at 11:00 AM
11.	Date and time for opening of Financial bid on the State eProcurement Portal i.e. eproc.punjab.gov.in	To be intimated later
12.	Performance Bank Guarantee	5% of the total contract Value. The PBG should be issued by a Scheduled Financial /Nationalized Bank in India payable at Chandigarh
13.	Address and Concerned person for Correspondence	1. Director Food, Civil Supplies and Consumer Affairs, Government of Punjab. Email: <a href="mailto:director.dfcs@punjab.gov.in">director.dfcs@punjab.gov.in</a>  2. Additional Director (Food Distribution) O/o Department of Food, Civil Supplies and Consumer Affairs, Punjab. Email: <a href="mailto:fooddistribution.fcs@punjab.gov.in">fooddistribution.fcs@punjab.gov.in</a>

Note: All further corrigendum/ addendum shall be uploaded on the e-procurement portal <https://eproc.punjab.gov.in>

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## **1 Notice Inviting Bid**

**Government of Punjab**  
**Department of Food Civil Supplies & Consumer Affairs**  
**Anaaj Bhawan, Sector-39C, Chandigarh**

Online bids are invited from potential bidders in respect of Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab.

Bid Submission Start date & time: 14-09-2023 from 02:00 PM onwards

Bid Closing date & time: 05-10-2023 at 4:00 PM

Bid Opening date & time: 06-10-2023 at 11:00 AM

For details log on to [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) or <http://foodsuppb.gov.in>

**All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above-mentioned websites only. No other separate communication or advertisement will be given.**

**Additional Director (FD)**



## 2 Abbreviations and Definitions

### 2.1 Abbreviations

1.	AePDS	Aadhaar enabled Public Distribution System
2.	AePS	Aadhaar enabled Payment System
3.	AMC	Annual Maintenance Contract
4.	ASA	Authentication Service Agency
5.	AUA	Authentication User Agency
6.	EMD	Earnest Money Deposit
7.	EWM	Electronic Weighing Machine
8.	DFCS&CA	Department of Food, Civil Supplies and Consumer Affairs, Punjab
9.	FPS	Fair Price Shop
10.	LOA	Letter of award
11.	LOI	Letter of Intent
12.	MAF	Manufacturer Authorization Form
13.	NIC	National Informatics Center
14.	OEM	Original Equipment Manufacturer
15.	PBG	Performance Bank Guarantee
16.	PMU	Project Management Unit
17.	EPoS/ EPoS	e- Electronic Point of Sale
18.	RFP	Request For Proposal
19.	SLA	Service Level Agreement
20.	STQC	Standardization Testing and Quality Certification
21.	TPDS	Targeted Public Distribution System
22.	UDIN	Unique Document Identification Number
23.	UIDAI	Unique Identification Authority of India
24.	EWM	Electronic Weighing Machine

## 2.2 Definitions

1.	Bidder	Companies/ Partnership firms/ Limited Liability Partnership Firms who submits the bid against this RFP, while competing with others, for providing services with respect to specific requirements in this Tender Document.
2.	Device Cost	Device Cost here means cost per EWM calculated as 40% of the Total Contract value including taxes divided by the total number of devices being procured.
3.	Purchaser	Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab.
4.	Successful Bidder/ IA/ Successful Agency/ Selected Bidder/ Selected Agency	The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing goods and Services as per the requirements and terms and conditions specified in this Contract. The term shall be deemed to include the Bidder's successors, representatives (approved by the Department), heirs, executors and administrators, as the case may be, unless excluded by the terms of the contract.
5.	Week	Designated time frame consisting of all seven days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.
6.	Day	Any day including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.
7.	ePoS kit	ePoS device with integrated fingerprint scanner, IRIS device and all required accessories like cables, antenna, sim card etc.
8.	Total Contract Value	This is the maximum value payable to the successful Bidder which is agreed between the Purchaser and the successful Bidder for the Project.
9.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
10.	Central/ State Government Organization	Centre or state-run PSUs, Statutory bodies and co-operative societies.
11.	Go Live	The Go-Live for the start of the engagement will be at the district level. The Go-Live definition for a district will be:  Commencement of the transactions after delivery, installation, commissioning and completion of User

		<p>Access Testing (UAT) and 90% of the EWM's operational in the district. The definition of the completed transaction will be communication with the PDS server and completion of the transaction. Upon achieving the Go-Live successful bidder shall be allowed to raise the invoice for that district.</p>
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### **3 Introduction**

#### **3.1 Background of the Project:**

The Department of Food, Civil Supplies and Consumer Affairs, Government of Punjab, - "DFCS&CA," is currently engaged in automating Fair Price Shops as part of the comprehensive computerization of the Public Distribution System (PDS) in Punjab. This initiative is in line with the implementation of the National Food Security Act 2013 (NFSA) across the state, aiming to modernize Fair Price Shop (FPS) operations and ensure efficient distribution of food grains to the intended beneficiaries.

To facilitate this automation, DFCS&CA, Punjab is seeking bids from interested agencies for Supply & Commissioning of Electronic Weighing Machines along with their Maintenance and support in Integration with EPoS devices for all Fair Price Shops of Punjab for a period of 5 years. The requirement is for 50 kg capacity EWMs to be deployed in approximately 17,000 fair price shops in Punjab, with a potential variation of +/- 25%.

The deployment of EWMs aims to ensure accurate measurement of the quantity of food grains distributed to beneficiaries. The EPoS devices integrated with EWMs will generate a printed slip displaying the actual distributed quantity fetched from EWMs. These slips will be provided to the respective beneficiaries. This measure intends to promote fair and transparent distribution practices across all Fair Price Shops in Punjab.

The Selected Agency is required to provide electronic weighing Machines under Purchase Model. By Purchase Model, it is meant that the selected agency shall

1. Supply, install and commission the brand-new set of **approximately 17,000 Electronic Weighing Machines in all FPS shops** of Punjab.
2. Develop and customize the E-Weighing Machines application and support integration with EPoS application in liaison with the EPoS vendor.
3. Maintenance (including reinstallation) of the electronic weighing Machines supplied for a period of 5 years.
4. Train the departmental officials and FPS owners on using the weighing Machine and provide technical support to all FPS during breakdown of weighing Machines.

#### **3.2 Objective of Request for Proposal (RFP):**

To solicit bids from interested parties for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines along with their Maintenance and support in Integration with EPoS devices for a period of 5 years for approximately 17,000 (+- 25%) Fair Price Shops (FPS) in Punjab with a potential variation of +/- 25%., following the Purchase Model.

This initiative aims to fulfil the following requirements of DFCS&CA, Punjab:

- Ensuring that the beneficiaries receive the correct quantity of food grains.
- Improving transparency and accountability in operations.
- Reducing stakeholder grievances.
- Recording accurate and real-time weights of food grains during FPS transactions, making them available for future planning and analysis.

## **4 Scope of Work:**

In the State of Punjab, FPS Automation (Fully Online Model) is already implemented. All Fair Price Shops are equipped with electronic Point of Sale (ePoS) terminal with internet connectivity. The food grains at Fair Price Shops are distributed through the ePoS devices with proper authentication and all such transactions carried out on the ePoS devices are recorded on PDS server and NIC distribution portal. However, these FP shops are not integrated with Electronic weighing Machines and weight of food grains is captured manually.

The manual capture of weight of food grains is to be stopped and weight of food grains shall be captured directly from Electronic weighing Machine and directly transmitted to ePoS devices without human intervention.

The Electronic Weighing Machines to be deployed at FPS shops will be procured by the Department from the selected bidder. The selected bidder shall be responsible for supply of the weighing scales against this RFP invited by Department of Food Civil Supplies and Consumer Affairs, Punjab. The selected agency shall be responsible for supply, commissioning/installation, support in integration of EWM (supplied by successful bidder) with ePoS devices and maintenance for a period of 5 years.

### **4.1 Workflow of Electronic Weighing Machine integration with EPoS**

The integrated workflow of ePoS and EWM shall be as follows:

1. EPoS machine will capture and verify the beneficiary details and quantity to be supplied to the beneficiary as per the entitlement of beneficiary.
2. Food grains shall be placed on Electronic Weighing Machine, and it will measure the quantity of food grains and this data shall be transferred to the EPoS machine.
3. The EPoS machine should match the quantity on the weighing Machine and the quantity to be issued/distributed through EPoS device
4. If the quantity matches then EPoS software triggers to finalize and submit, and the final receipt print from the EPoS will be handed over to the beneficiary.
5. The receipt will be printed only when the quantity displayed in EPoS matches with the quantity reflecting on weighing Machine.

### **4.2 Roles and Responsibilities of the Successful Bidder**

1. The successful bidder shall be responsible for supply & installation/commissioning of Electronic Weighing Machines; support in their integration with EPoS devices at the designated FPS and maintenance thereof for a period of 5 years. The supplied weighing Machine along with the required software should be compatible with the ePoS devices, for which specifications are available at Annexure XV.
2. In addition to the above, one electronic weighing Machine will be made available to EPoS vendor for application development / testing the integration of electronic weighing Machine with EPoS machines.
3. Electronic Weighing Machine supplied by the successful bidder should be connectable primarily through Bluetooth of the EPOS devices. However, EWM should be compatible with USB wired connection also and USB cable upto 5 metre to be provided by the Successful Bidder only.

4. Electronic Weighing Machine should be uniquely identifiable and shall be registered with EPoS device before use. EWM should allow registration to a single EPoS device only at a time. Data transfer from weighing Machine to EPoS device should take place securely.
5. The successful Bidder shall be responsible to replace the faulty, broken, damaged, non-operational, obsolete weighing Machines and any other hardware, software components without any additional cost as per the SLA. Successful Bidder shall be liable to make arrangements such as insurance etc. for safety and security.
6. Electronic weighing machine license / stamping is to be renewed every year. Also, Successful Bidder shall verify correctness of calibration on routine basis to keep the calibration accurate. Successful Bidder shall be responsible for fulfilling all statutory requirements (obtaining or renewal of licenses / stamping / routine calibration etc). Successful Bidder shall get the Stamping and renewal in the name of the purchaser. For non-compliance of such requirements, Successful Bidder shall be legally responsible and purchaser shall deduct the amount (fine/ penalty) from the payment.
7. However, in case any deliberate tempering / malpractices with electronic weighing machines, FPS owner shall be legally responsible. Department shall investigate and ascertain if any deliberate tempering / malpractices has been- done by FPS owner or not.

#### **4.2.1 Maintenance and support:**

Successful Bidder shall supply, install, commission & maintain all items including re-installation due to faulty electronic weighing machine or replacement if not compatible with EPoS or due to any other issue.

1. The Successful Bidder shall provide support as per the defined service level agreements.
2. The Bidder shall inform about their team, organogram, and the escalation matrix in the starting of the project
3. The Successful Bidder needs to ensure active support for the devices. The Successful Bidder shall be responsible for all maintenance of all components of electronic weighing Machines including batteries, display etc.
4. In case any of the device models, peripheral or software components becomes obsolete, the Successful Bidder shall offer new item/model, software with the same make and or higher specification at no additional cost. The Proposed devices/peripherals should comply with the Guidelines of Legal Metrology Department of the State and shall be offered to the purchaser for evaluation and acceptance. The Successful Bidder shall provide technical documentation and manpower support to enable the purchaser in evaluation process.
5. In case the supplied items are down and not working, same need to be repaired and restored for normal functioning. The bidders should conduct preventive maintenance once in a year besides attending the calls and should also make sure the yearly calibration and stamping are performed and reports submitted to department.
6. Successful Bidder shall have sufficient number of service centres in Punjab or Chandigarh to ensure compliance with SLA. In case, Successful Bidder does not have service centre in Punjab, Successful Bidder shall setup service centre within 30 days of award of contract.
7. Successful Bidder shall ensure that the stock maintained at the district level is enough to ensure timely replacement of faulty devices at FPS. In case of any delay in the repair/replacement of Machines a penalty shall be imposed on the Successful Bidder. Successful Bidder shall be required to certify such availability of the stock of devices in good and running conditions on monthly basis to the district FCS office.

8. Any Transportation, boarding and lodging involved during the execution of the project to be borne by the Successful bidder only.
9. In case, if during operations at any given point of time department realizes that the stock maintained at the district office is not sufficient and there are delays observed in the replacement of the weighing Machines resulting in delay in the distribution of food grains, the department will increase the stock percentage to be maintained by the Successful Bidder and they shall be responsible for providing additional requirement.
10. The repair/replacement (as the case may be) would be the responsibility of the concerned selected Agency. Also, it would be the responsibility of Successful Bidder to collect the faulty devices from the FPS, replace/repair and make FPS operational within the defined SLA.
11. Under no circumstances Successful Bidder shall be making FPS owner liable to bring the faulty devices to their office/locations etc. all services shall be provided by Successful Bidder at the FPS doorstep.
12. In case weighing machine, device is not working due to defects caused by reason such as mishandling, misuse, abuse, physical damage, unauthorized opening of weighing machines by FPS dealers, the department would constitute a committee comprising of FCS staff at district level. In case committee finds that damage has been caused due to deliberate mishandling, misuse, abuse, physical damage, unauthorized opening of weighing machine by FPS dealers then a penalty would be paid by FPS dealer to department who will provide to Successful Bidder. The decision taken by the department will be considered as final.
  - i. 1<sup>st</sup> Year - 80% of Device Cost
  - ii. 2<sup>nd</sup> Year - 60% of Device Cost
  - iii. 3<sup>rd</sup> Year - 40% of Device Cost
  - iv. 4<sup>th</sup> Year - 30% of Device Cost
  - v. 5<sup>th</sup> Year - 20% of Device Cost

#### **4.2.2 Helpdesk Support:**

1. Selected Agency will provide setup helpdesk to register the complaint related to Weighing machine
2. The helpdesk should have a single telephone number for technical/ operational support. Complaints from the field will be registered at this central helpdesk.
3. All infrastructure cost required to establish helpdesk including space, lease lines etc. shall be managed by the Successful Bidder and its expenses will be borne by the Successful Bidder.
4. The helpdesk shall perform both inbound and outbound calls based on scenario.
5. Successful Bidder shall deploy helpdesk application, which will maintain log of issues, time and date of receipt of call, cause / nature of problem, date & time of resolution provided, confirmation status from complainant etc. On reporting of complaint by FPS dealer, ticket will be generated, and SMS will be sent to the complainant with unique tracking number.
6. The login access of the helpdesk application shall be shared with the department to verify the logs of issues and resolution whenever required
7. The help desk executive should also be a trained resource who shall be able to provide level 1 support to the FPS dealers and should be able to resolve complaints over phone.
8. For complaints, not resolved by the helpdesk executive, should be immediately forwarded to the nodal officer appointed at district level by the Successful Bidder. The nodal officer, appointed by Successful Bidder, will resolve the issue and communicate to Helpdesk on closing of the ticket.

9. Helpdesk agent shall call and update the status to complainant. All complaints shall be closed based on the feedback received by helpdesk agent from complainant. If negative feedback received from complainant, then ticket shall remain open and escalated to appropriate levels.
10. The reported incident should be resolved as per the defined SLA, any delay in resolving the issues will result in penalties as per terms of defined SLA.
11. The Successful Bidder shall provide the access of the complaint logging application to the department.
12. The helpdesk shall be operational from 9:00 AM to 6:00 PM all days.
13. The entire cost of the operation involved in the setting up and operations of the helpdesk shall be borne by the Successful Bidder.

### **4.3 Roles and Responsibilities of EPoS Supplier**

EPoS supplier shall be responsible for

1. Providing necessary development of API, software patches for real time data exchange from electronic weighing Machine with the EPoS devices
2. Making necessary provisions for capturing weight automatically in to the EPoS system.
3. Making necessary provisions for generation of receipt, if weight is captured through EWM only.

### **4.4 Roles and Responsibilities of FPS owner**

1. FPS owner shall also provide necessary support to Successful Bidder for installation, reinstallation, and fault rectification.
2. Department shall be owner of electronic weighing machines. However, FPS owner shall be custodian of weighing machines and shall ensure safety and security of electronic weighing machines.
  - a. In case of loss of weighing Machine, the FPS owner shall be responsible to compensate Successful Bidder at a rate decided by the department as defined in section 3.2.1 (10). The applicable amount shall be deducted from FPS owner and paid to Successful Bidder.
  - b. In case of faulty weighing machine due to FPS owner's mishandling or deliberate attempt to down the system, Successful Bidder shall submit an official report to district level officer who in turn investigate the cause and frame the responsibility. In case responsibility lies with FPS owner, appropriate amount shall be deducted from FPS owner and shall be compensated to Successful Bidder.

### **4.5 Roles and Responsibilities of Department:**

1. Department shall provide list of FPS on which electronic weighing Machines are to be installed.
2. Department shall co-ordinate with EPoS Supplier, FPS owner and Successful Bidder for installation of electronic weighing Machines.
3. District Level officer shall be responsible to ensure full compliance of duties from FPS owner and EPoS supplier for smooth functioning of project.
4. Deciding the rate at which Successful Bidder shall be compensated in case of
  - a. Loss of weighing Machine
  - b. Deliberate damage of any part of Weighing Machine



#### 4.6 District wise number of Fair Price Shops

##### 4.6.1 District wise FPS where the Electronic Weighing Machine need to be installed.

S.No.	District Name	FPS Count
1.	Amritsar	1841
2.	Barnala	287
3.	Bathinda	651
4.	Faridkot	437
5.	Fatehgarh Sahib	329
6.	Fazilka	696
7.	Ferozepur	832
8.	Gurdaspur	1511
9.	Hoshiarpur	740
10.	Jalandhar	1227
11.	Kapurthala	395
12.	Ludhiana	1804
13.	Malerkotla	321
14.	Mansa	561
15.	Moga	657
16.	Pathankot	567
17.	Patiala	1329
18.	Rupnagar	388
19.	Sahibzada Ajit Singh Nagar	356
20.	Sangrur	1031
21.	Shahid Bhagat Singh Nagar	285

S.No.	District Name	FPS Count
22.	Sri Muktsar Sahib	694
23.	Tarn Taran	1004
<b>Total</b>		<b>17943</b>

These are the current number of Fair Price Shops and new shops are likely to be opened in future. Some existing shops may also be closed in future. Electronic Weighing Machine must be installed in all the FPS shops in urban and rural areas of Punjab.

#### 4.6.2 Number of electronic Weighing Machines to be supplied:

Number of EWM to be supplied shall depend upon number of FPS that are operational. Indicative numbers are as per 4.6.1, with a variation of +/-25%

#### 4.7 Implementation Schedule for Electronic Weighing Machines:

The below is the implementation schedule for the electronic weighing Machines in all the FPS shops approximately 17,000 in Punjab. Successful Bidder shall follow the below schedule. No additional timelines shall be given.

S.N.	Implementation Plan	Timelines (to be completed in weeks)
1.	Issuance of Letter of Award by Department of Food Civil Supplies and Consumer Affairs, Punjab	T
2.	Establishing service center in Punjab, if required	T+ 4 Weeks
3.	Establishment of Helpdesk for managing the complaints	T+6 Weeks
4.	Procurement, supply, delivery, Commissioning, installation of electronic weighing Machines and Integration support with ePoS devices at FPS in 50% districts	T+ 8 Weeks
5.	Procurement, supply, delivery, Commissioning, installation of electronic weighing Machines and Integration support with all ePoS devices at FPS in 100% districts	T+ 12 Weeks

## **5 Instruction to Bidders:**

This section specifies the procedures to be followed by bidders in the preparation and submission of their bids. Information is also provided on the submission, opening, and evaluation of bids and on the award of contract. It is important that the bidder carefully reads and examines the RFP document.

### **5.1 General Instructions**

While every effort has been made to provide comprehensive and accurate background information, requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by bidders may be treated as contractually binding on the bidders, on successful award of the assignment by the Department. Bidders are welcome to clear any queries during the pre-bid conference.

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 Department, and the successful bidder. Any notification of preferred bidder status by the DFCS&CA shall not give rise to any enforceable rights by the Bidder. The - Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the DFCS&CA . This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

### **5.2 Compliant Proposals / Completeness of Response**

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

### **5.3 Pre-Bid Conference & Clarifications**

#### **5.3.1 Pre-bid Conference**

- Department shall hold a pre-bid meeting with the prospective bidders on 21-09-2023 (Monday) at 11:00 AM in committee Room, Anaaj Bhawan, Sec-39, Chandigarh.
- The Bidders will have to ensure that their queries for Pre-Bid meeting should be submitted on the eProcurement portal as per the schedule defined in the Schedule for Request for Proposal mentioned in this RFP Document.

The queries should necessarily be submitted in the excel file in the following format:

Sl. No.	Clause No	Page No in RFP	Content of RFP requiring Clarification(s)	Points of clarification bidder	Bidder Suggestions
1.					
2.					

### 5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum/Addendum:

- The Committee notified by the Department will endeavour to provide timely response to all queries. However, Department makes neither representation nor warranty as to the completeness or accuracy of any response made in good faith, nor department undertake to answer all the queries that have been posted by the bidders.
- At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum or addendum.
- The Corrigendum/Addendum (if any) & clarifications to the queries from all bidders will be posted on the website [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in).
- Such corrigendum/Addendum shall be deemed to be incorporated into this RFP.
- The bidders while submitting the proposal should submit duly signed copy of corrigendum/addendum along with it.
- In order to provide prospective bidders reasonable time for taking the corrigendum/addendum into account, Department may, at its discretion, extend the last date for the receipt of proposal.

## 5.4 Key Requirements of the Bid

### 5.4.1 Right to Terminate the Process

- Department may terminate the RFP process at any time and without assigning any reason. Department 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 Department. The bidder's participation in this process may result Department in selecting the bidder to engage towards execution of the contract.

### 5.4.2 Tender Fees

RFP document can be downloaded from the website [www.eproc.punjab.gov.in](http://www.eproc.punjab.gov.in) or <http://foodsuppb.gov.in>. The bidders are required to submit the Tender Fee (non-refundable) of Rs.10,000/- (Rupees Ten Thousand Only) plus any taxes and processing fees levy are per e-tender portal, and the receipt should be submitted to the department along with technical documents as mentioned in checklist.

### 5.4.3 Earnest Money deposit (EMD)

1. The Bidder shall furnish an EMD as per the amount mentioned in Bid Data Sheet directly on eproc portal (online).
2. No interest shall be payable on EMD under any circumstances.

3. Unsuccessful Bidder's EMD shall be discharged or returned within 60 (sixty) days of expiration of the period of proposal validity or after awarding tender to successful Bidder.
4. In case of successful bidder, the EMD shall be discharged upon signing of agreement and submission of performance bank guarantee, as per Annexure XII.
5. The EMD shall be forfeited by Department of Food Civil Supplies and Consumer Affairs, Punjab, on account of one or more of the following reasons
  - If a bidder withdraws its bid during the period of bid validity.
  - If the bidder fails to sign the agreement in accordance with terms and conditions (Only in case of a successful bidder).
  - Fails to furnish performance bank guarantee as specified in annexure.
  - Information given in the proposal is found inaccurate/incomplete.

## **5.5 Submission of Proposal**

The bidders should submit their responses as per the format given in this RFP in the following manner.

1. **Technical** Proposal - (To be submitted online)
2. **Financial** Proposal - (To be submitted online)

**Note: Any financial information contained in the technical Proposal may invalidate the Proposal.**

When preparing the Proposal the bidder should keep in mind:

- The offer should remain valid for 180 days from the last date of submission of bid.
- The Proposal shall address all the requirement of this tender and must be submitted in English language.
- All the pages of the Proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- All pages of the bid, shall be initialled and stamped by the person or persons who sign the bid.

## **5.6 Availability of RFP document:**

The tender document is available and downloadable on following website:  
<https://eproc.punjab.gov.in/>

## **5.7 Completeness of Bids**

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

## **5.8 Language**

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

## **5.9 Preparation and Submission of Bid**

The bidder is responsible for registration on the e-procurement portal (<https://eproc.punjab.gov.in>) at their own cost. The bidders are advised to go through the e procurement guidelines and instructions, as provided on the e-procurement website. The Bidder shall submit the proposals online as described below-

1. Proposals that are incomplete or not in prescribed format may be rejected.
2. The Technical and Financial proposal should be submitted through the eProcurement Portal.
3. Technical Proposal – Technical proposal in PDF file format, signed on each page, with file name clearly mentioning “Technical Proposal for EWM Tender No.” shall be submitted online. The proposal should be as per the Technical Proposal format provided in Annexure X: Technical Proposal Formats
4. Financial Proposal – Financial proposals would be submitted/filled **only ONLINE** on e-procurement portal as per Annexure XI. **Annexure XI should not be submitted as hard copy at any point of time.**
5. The financial Bid should be inclusive of all related accessories, Driver Software/firmware, Operating Manuals, Forwarding, Freight, loading and unloading at sites and Installation charges at sites and Warranty etc.
6. Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
7. Bidders are advised to upload the proposals well before time to avoid last minute issues.
8. The bid must be submitted only through online through <https://eproc.punjab.gov.in> website. Physical submission of technical proposal only will be acceptable.

## **5.10 Late Bids**

Proposal after due date and time shall not be accepted.

## **5.11 RFP Validity**

The RFP offer must be valid for 90 days from the due date of submission of proposal as mentioned in this RFP or the subsequent corrigendum (if any). However, Department of Food, Civil Supplies and Consumer Affairs, Punjab may extend this period, if the bidder accepts the same in writing.

## **5.12 Cost and Currency**

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the Department will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

### **5.13 Interpretation of the clauses in the Tender Document**

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Department of Food Civil Supplies and Consumer Affairs, Punjab interpretation of the clauses shall be final and binding on the bidder. The decision taken by the Department in the process of Tender evaluation will be full and final.

### **5.14 Amendment of Tender Document**

At any time prior to the deadline for submission of bids, the Department of Food Civil Supplies and Consumer Affairs, Punjab for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit the e procurement website for updates, modification and withdrawal of Offers.

### **5.15 Deviations**

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and technical specifications specified in the RFP. All the bidders should submit No deviation form as per the format given in Annexure XIV.

## **6 Contract Terms and Conditions**

1. The successful Bidder(s) shall execute an agreement within 15 days from award of contract from the Department. In exceptional circumstances, on request of the successful bidder in writing for extension, the Department reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
2. In addition to terms and conditions being mentioned here under, all terms and conditions of the RFP and corrigendum issued will also be applicable for the contract.

There shall be agreement between the Department of Food Civil Supplies and Consumer Affairs, Punjab and Successful bidder. On failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.

### **6.1 Performance Bank Guarantee (PBG)/ Security Deposit**

The successful Bidder shall be required to submit PBG of 5% of the total contract value within 15 days from date of receipt of Notification of Letter of Intent.

The PBG should be issued by a Scheduled Financial /Nationalized Bank in India, in favour of Director, Department of Food Civil Supplies and Consumer Affairs, Punjab. The Successful Bidder shall have to submit the PBG as per the format given on Annexure III.

The PBG shall be denominated in the currency of the contract and will be for an amount as mentioned above. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be valid for a period of 5 years and 90 days from the date of issuance of letter of Intent.

The PBG will be discharged / returned by the Department upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee

In the event of the bidder being unable to service the contract for whatever reason, the Department would invoke the PBG. The Department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.

Purchaser shall forfeit the performance security in full or in part in the following cases:

- a. When the terms and conditions of contract are breached/ infringed.
- b. When contract is being terminated due to non-performance of the Service Provider.
- c. Purchaser incur any loss due to Service Provider's negligence in carrying out the project implementation as per the agreed terms & conditions.

### **6.2 Right to vary quantity**

At the time of award of contract or thereafter, the quantity of goods or services originally specified in the Bid Document may increase/decrease up to the level of 25%. The change in quantity shall have no bearing on the unit prices or other terms and conditions of the Bid and the bidding documents. The increase in quantity may be mutually discussed and agreed upon by all parties.

### **6.3 Validity period/Duration of the engagement**

The engagement shall remain in force for 5 years (Five years) from date of Go-Live.



## **6.4 Taxes and Duties**

The quoted rates/ offer should be in line with the financial Bid format annexure XI. Department of Food Civil Supplies and Consumer Affairs Punjab shall deduct appropriate tax as applicable at source from the payment against the services and a corresponding TDS certificate shall be issued at the end of the respective quarter.

## **6.5 Transfer / Sub-Contracting**

The successful bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. The bidder will be given an opportunity to be heard by the departmental committee on grievances and decision will be taken as per gravity of the offence.

## **6.6 Completeness of Contract**

The contract will be deemed as incomplete if any component of the hardware, software, handholding, Training, etc., or any documentation relating thereto is not delivered, or is delivered but not installed and/or not operational or is not performing as per the agreed KPIs or in any other way is unacceptable to the Govt of Punjab even after testing/examination. In such an event, the contract will be termed as incomplete. The hardware & application software will be accepted by concerned officer of the department after successful commissioning and satisfactory functioning of electronic weighing Machine.

## **6.7 Suspension & Termination of selected agency**

1. Subject to the provisions mentioned here under this Agreement shall terminate at the expiry of the agreement term.
2. Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 90 days of receiving notice of breach.
3. Either party with the consent of the other party can terminate this Agreement by giving 90 days written notice.
4. The Department reserves the right to terminate the contract in case Successful Bidder gets blacklisted by the Government of Punjab, or any other Ministry of Government of India, or by any of the state governments in India during the course of Project or if successful bidder is convicted in illegal/tax evasion case or on account of any other legal misconduct of the Successful Bidder.
5. Department reserves the right to terminate the contract if deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
6. The Department may serve written notice on successful bidder at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the Successful Bidder.
7. In the event that the Department terminates this Agreement due to the breach of the Successful Bidder as per the conditions of this agreement, the Department shall be entitled to invoke the Project Performance Guarantee.
8. The Department may, at any time, terminate the engagement by giving 90 days written notice to the successful bidder without any compensation or any reason, and shall not be responsible for any damages/compensation caused to successful bidder.
9. The Department may, at any time, terminate the engagement by giving 90 days written notice to the successful bidder without any compensation (if the successful bidder becomes bankrupt or otherwise insolvent, provided that such termination will not

prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department)

10. The engagement of the bidder shall be suspended, and the bidder may be blacklisted forth with by the Department under following circumstances/reasons:
  - Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement
  - Deviation found in quality and quantity of the product supplied
  - On finding software supplied with hardware as pirated
  - If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.
11. As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the concerned will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the Secretary, the Department shall be final and binding.

## **6.8 Termination by Default**

The department may terminate the contract due to any of the following events of default by the Successful Bidder (hereinafter called the “Successful Bidder Event of Default”):

1. The Successful Bidder has failed to perform or discharge any of its obligations in accordance with the provisions of the contract, unless such event has occurred because of a Force Majeure Event.
2. Any representation made, or warranties given by the Successful Bidder under this Contract is found to be false or misleading.
3. The Successful Bidder has been adjudged as bankrupt or become insolvent.
4. The Successful Bidder has created any incumbrance, charges or lien in favor of any person or agency, over the facility, save and except as otherwise expressly permitted under this contract.
5. Resolution for voluntary winding up has been passed by the Shareholders/partners of the Successful Bidder.
6. It has been proved beyond reasonable doubt that the Successful Bidder has allowed any unlawful activity during the Contract Period.
7. The Successful Bidder has abandoned the Facility provided that in the event of application of sub-articles 1. and 2. above, Department shall give to the Successful Bidder 30(Thirty) days’ time to cure the default prior to considering the events specified therein as Successful Bidder’s Event of Default and in the event, the Successful Bidder remedies the default to the satisfaction of the Purchaser within the Cure period, the event will not be considered as Successful Bidder Event of Default. In case of Sub-article 7. Above, Purchaser reserves the right to terminate the Contract without any notice period to the Successful Bidder.

In such case, the provisions under Exit Management clause shall apply.

## **6.9 Compensation for Termination of Contract**

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by Department, without any

valid reasons acceptable to Department, Department may terminate the contract after giving 90 days' notice, and the decision of Department on the matter shall be final and binding on the bidder. Upon termination of the contract, Department 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.

### **6.10 Amendment**

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

### **6.11 Corrupt / Fraudulent Practices/ Unfair Trade Practices/Coercive practice**

The Department requires that the Successful Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Department defines the terms set forth as follows:

1. Corrupt Practice means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the RC, procurement process or in contract execution;
2. In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
3. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or an execution of a contract to the detriment of the Department, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Department of the benefits of the free and open competition;
4. The Department will suspend the award of contract/black list the bidder if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
5. The Department will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

### **6.12 Resolution of Disputes**

If any dispute arises between parties, then these would be resolved in following ways:

1. Amicable Settlement: Performance of the Contract is governed by the terms and conditions of the Contract, however at times dispute may arise about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation either party of the contract may send a written notice of dispute to the other party. The party receiving the notice of dispute will consider the Notice and respond to it in writing within 7 days after receipt. If that party fails to respond within 7 days, or the dispute cannot be amicably settled within 15 days following the response of that party, then the second Sub clause of resolution of disputes shall become applicable.
2. Arbitration: (a) In the case of dispute arising upon or in relation to or in connection with the contract between the Department and the Successful bidder, which has not

been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation (Amendment) Act, 2015.. The Arbitration and Conciliation (Amendment) Act, 2015 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

3. Arbitration proceedings will be held at Chandigarh and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.
4. The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Department and the Successful Bidder. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

### **6.13 Legal Jurisdiction**

All legal disputes are subject to the jurisdiction of Courts at Chandigarh only.

### **6.14 Indemnity**

The successful bidders shall indemnify, protect and save the Department and the Department against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this tender. The First recorded incident will incur a penalty of as minimum INR 1,00,000/- and thereafter the action against the fraudulent practices as defined in RFP section 5.11 shall be applicable.

### **6.15 Publicity**

Any publicity by the bidder in which the name of the Indenter/Department is to be used should be done only with the explicit written permission of the Indenter/Department. The first recorded incident will incur a penalty of as minimum INR 1,00,000/- and thereafter the action against the fraudulent practices as defined in RFP section 5.11 shall be applicable.

### **6.16 Liquidated Damages**

Time is the essence of the Agreement and the delivery dates are binding on the Implementation Agency. In the event of delay or any gross negligence in implementation of the project as per the implementation schedule, for causes solely attributable to the Implementation Agency, in meeting the deliverables, Department shall be entitled at its option to recover from the Implementation Agency as agreed, liquidated damages, a sum of 0.25% of the contract value per week of that district for each completed week subject to a maximum of 10% of the contract value. This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to Department under the contract and law.

### **6.17 Performance Obligations**

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other

right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

### **6.18 Force Majeure**

a) The Successful Bidder shall not be liable for forfeiture of its Performance Security, Liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

b) For purposes of this Clause, "Force Majeure" means an exceptional event or circumstance:

- I. which is beyond a Party's control,
- II. which such party could not reasonably have provided against before entering into the Contract (in this case acceptance of the PO).
- III. which, having arisen, such party could not reasonable have avoided or overcome, and
- IV. which is not substantially attributable to the other Party.

c) Force Majeure may include, but is not limited to, exceptional events or circumstances of the kind listed below, so long as conditions (i) to (iv) above are satisfied:

- I. war, hostilities (whether war be declared or not), invasion, act of foreign enemies,
- II. rebellion, terrorism, sabotage by persons other than the Contractor's Personnel, revolution, insurrection, military or usurped power, or civil war,
- III. riot, commotion, disorder, strike or lockout by persons other than the Contractor's Personnel,
- IV. munitions of war, explosive materials, ionizing radiation or contamination by radioactivity, except as may be attributable to the Successful bidders' use of such munitions, explosives, radiation or radioactivity, critical health or environmental emergencies such as a pandemic and
- V. natural catastrophes such as earthquake, hurricane, typhoon or volcanic activity

d) If a Force Majeure situation arises, the Selected Bidder shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Selected Bidder shall continue to perform its obligations under the Contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

### **6.19 Right to terminate the process**

Department reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by Department. The bidder's participation in this process may result in the Department selecting the bidder to engage in further discussions and negotiations.

## **6.20 Exit Management**

It is crucial to ensure a transparent and accountable exit management process for the project.

### **Approval for Exit Management:**

Obtain necessary approvals from the authorized department head and stakeholders before initiating the exit management process.

### **Documentation:**

Maintain comprehensive records and documentation related to the procurement process, including purchase orders, invoices, quotations, delivery receipts, and any other relevant documents.

### **Verification of Deliverables:**

Conduct a thorough verification of the delivered weighing Machines to ensure compliance with the specified requirements and quality standards as mentioned in the tender document.

### **Acceptance and Sign-off:**

Obtain a formal acceptance and sign-off from the end-users or designated representatives to acknowledge the satisfactory receipt of the weighing Machines.

### **Inventory Management:**

Update the inventory records to reflect the addition of the newly procured weighing Machines accurately. Maintain a separate inventory ledger for the equipment.

### **Asset Tagging and Labeling:**

Affix unique asset tags or labels on each weighing machine to facilitate easy identification and tracking. The asset and operation rights are handed over to the department with proper documentation (Inventory Details, service records, Insurance records, manuals etc..)

### **Disposal or Redeployment:**

If any existing weighing machines are being replaced, follow the prescribed procedures for their disposal or redeployment, as per the guidelines set forth by the concerned authorities.

### **Reporting:**

Prepare a detailed exit management report, documenting the entire process, including the verification, acceptance, inventory updates, asset tagging, disposal, or redeployment (if applicable). Submit the report to the department for further review and record-keeping.

## **7 Technical Criteria and Bid Evaluation**

### **7.1 Evaluation Methodology**

#### **7.1.1 Tender Opening**

1. Bid Opening shall take place through the e-Procurement Portal. Online Proposals submitted along with the EMD and Tender Fee shall be considered for Bid opening as per the timelines mentioned in the Bid Data Sheet.
2. In case of EMD is not received as per the timeline mentioned in Bid Data Sheet, the bid submitted in e-Procurement Portal would be rejected.
3. A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Department through portal [www.eporc.punjab.gov.in](http://www.eporc.punjab.gov.in)
4. During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected. Annexure X may be completed and submitted for the Eligibility criteria.
5. To assist in the scrutiny, evaluation and comparison of offers, the Department may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Department in the evaluation of the bids.

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

Failure of the successful bidder to agree with the Terms & Conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the proposal or the award, in such event the Department would reject the proposal and forfeit the EMD as specified in the document.

## 7.2 Technical Criteria:

Sr. No.	Eligibility Criteria	Documents Required
1.	<p>LEGAL ENTITY: -</p> <p>Should be Company registered under Companies Act, 1956 or 2013</p> <p>OR</p> <p>a partnership firm registered under LLP Act, 2008</p> <p>OR</p> <p>Partnership firms registered under Indian Partnership Act, 1932</p>	<ul style="list-style-type: none"> <li>• Certificates of Incorporation/ Registration as applicable.</li> </ul>
2.	<p>Should have been continuously operating in the area of supplying Electronic Weighing Machines during the last three Financial Years 20-21, 21-22 and 22-23 to any of the Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies</p>	<p>At least one Client purchase order in the area of supply of Electronic Weighing Machine for each Financial Year 20-21,21-22 and 22-23 and self-declaration of supply against the said orders or confirmation certificate from the client.</p>
3.	<p>Relevant Turnover: -</p> <p>The Bidder should have minimum average Annual turnover of Rs. 5 crores in any three 3 of the last 4 financial years (FY 2018-2019, 2019-20, FY 2020-21, FY 2021-22)</p>	<ul style="list-style-type: none"> <li>• Audited Financial Statements OR</li> <li>• Certificate from statutory auditors/ CA clearly certifying the turnover as per format defined in Annexure V and</li> <li>• UDIN</li> </ul>
4.	<p>Net Worth: -</p> <p>The Bidder should have positive net worth as on date of submission of Bid.</p>	<p>Certificate from the Chartered Accountant clearly stating net Worth as per the format defined in Annexure V(a)</p>
5.	<p>Power of Attorney</p> <p>Bidder must submit the copy of board resolution or the power of attorney of authorised signatory along with the Bid.</p>	<p>Board resolution</p> <p>OR</p> <p>Power of Attorney with appropriate supporting document</p> <p>OR</p> <p>Self-declaration” from Authorised signatory of the bidder</p>



Sr. No.	Eligibility Criteria	Documents Required
6.	<p>Relevant Experience: - The bidder (OEM/ or its authorized Dealer/ Supplier Channel Partner) should have experience of executing supply / installation and maintenance of at least 10,000 Electronic Weighing Machines in Govt/PSU/Private sector) in total during FY 2019-2020, 2020-21, 2021-22, 2022-23. (Multiple Orders are acceptable)</p>	<p>Relevant project implementation experience with valid Purchase order/Work order/Letter of Award/ Contract and Client certificate along with Annexure VI (a)</p>
7.	<p>Bidder should be original equipment manufacturer of Electronic Weighing Machine or Authorized Distributor of the OEM</p>	<p>Bidder, if Authorised Distributor, is required to submit Manufacturing Authorization Form (MAF) issued by OEM as per format given in Annexure IV</p>
8.	<p>Bidder shall produce the repairer license (In name of Successful Bidder's organization) of Punjab within 4 weeks of award of work order.</p>	<p>Repairer license for Punjab / Undertaking from bidder</p>
9.	<p>Registration with GST &amp; PAN The Bidder shall be registered with GST Department &amp; have PAN number</p>	<p>Copy of valid GST certificate and PAN card</p>
10.	<p>Bidder should have sufficient Service Centers in Punjab/Chandigarh for electronic weighing Machines or shall open service centres within 4 weeks of award of work order.</p>	<p>Self-certificate along-with documentary evidence or declaration as per format in Annexure VII</p>
11.	<p>The bidder should not have been blacklisted for fraudulent and corrupt practices or for any reason by Central Government or any State Government- Department/ PSU/ Agency/ Organization in India at the time of submission of the Bid.</p>	<p>Notarized Affidavit on Stamp Paper of INR 100/-  Format attached at <b>Annexure VIII</b></p>
12.	<p>The Bidder should not been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended. And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications as on date of submission of bid or not have been</p>	<p>Self Declaration as per Format VIII(a)</p>

Sr. No.	Eligibility Criteria	Documents Required
	otherwise disqualified pursuant to debarment proceedings.	
13.	Details of the Bid Processing Fees and Earnest Money Deposit Details:	Detail mentioned as per format in Annexure XII
14.	Scanned copy of this tender document, corrigendum (if any), clarification issued by Purchaser (If any), duly signed and stamp on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this RFP.  + Details of their team, organogram, and the escalation matrix	Scanned and signed copy of the RFP along with a letter on company letterhead with details of their team, organogram, and the escalation matrix

The technical bid documents shall be uploaded by the bidder online. In case the bidder fails to provide necessary information or fails to provide supporting documents for any points mentioned above, the bid will be liable to be treated as non-responsive. Technical Proposal for only those Bidders who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered by the Department for further evaluation.

### **7.3 Financial Bid Evaluation**

1. The Financial Bids of all technically qualified bidders will be opened on the prescribed date in the presence of authorized representatives of bidders.
2. Only fixed priced financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The taxes and duties will be as per GOI guidelines and procedures and will be decided by the department and will be discussed with the successful bidder.
4. The payment shall be done based on the prevalent tax rates at time of payment.
5. Any conditional bid will be rejected.
6. If there is no price quoted, the bid shall be declared as disqualified.
7. If there is another tie situation, the bidder with the highest total average annual turnover (FY, 2019-20, 2020-21, 2021-23) among the L1 bidders will be chosen. The determination of the highest cumulative annual turnover will be based on the technical document submitted by the bidder. Errors & Rectification: If there is any discrepancy between words and figures in the financial bid evaluation the amount in words will be taken as final. If the vendor is not ready to accept the amount in words the bid will be rejected and EMD will be forfeited.

### **7.4 Selection of Bidder(S) and Award of Contract**

- i. The Bidder, who has submitted the lowest Financial bid, shall be selected as the L1.
- ii. A confirmation on the financial quote will be sought from the L1 bidder. If L1 bidder fails to accept the financial quote, the bid will be treated as cancelled. EMD of such defaulting bidder will be forfeited and the tender process will be cancelled.

## **8 Financial Model, Payment Schedules and Service Level Agreements**

### **8.1 Financial Model for the Successful Bidder**

The financial bid should be submitted as per annexure attached in the RFP on-line / through e-tendering website only.

#### **Quoting of rates**

The bidder should quote their rate in Indian Rupees. The quoted rate should include Cost of EWMs along with supply, distribution, integration support to EPOS vendor for EPOS integration, Maintenance, imparting block wise training to FPS holders including all manuals, deploying of manpower, Helpdesk along with SLA monitoring tool for calculation of Penalty and quarterly payments and other services for EWM Device as mentioned in the RFP document for the period 5 years from the date of Go-Live.

The taxes and duties will be as per GOI guidelines and procedures and will be decided by the department and will be discussed with the successful bidder.

- Financial bid should be submitted with details of unit cost for one weighing Machine
- Only fixed price financial bids indicating total prices for all the deliverables and services as mentioned above for one weighing Machine as specified in the RFP will be considered
- The payment shall be done based on the prevalent tax rates at time of payment.
- Any conditional bid will not be accepted & no advance payment shall be paid
- Errors & Rectification: If there is any discrepancy between words and figures in the financial bid evaluation the amount in words will be taken as final. If the vendor is not ready to accept the amount in words, the bid will be rejected and EMD will be forfeited.

### **8.2 Payment**

On issuance of Letter of Award the successful bidder, within the defined implementation schedule as per section 4.7 of this RFP document, should deliver, install and make operational (initiate transactions) the electronic weighing Machines that are integrated with EPoS on the FPS shops in the districts. The bidder shall be responsible for obtaining all the clearances from various departments including Legal Metrology/road permits/stamping and calibration of the devices every year etc. to ensure timely delivery and efficiency of the machines. To attain Go-live, after delivery of the machines, the bidder shall be required to install, commission and train the Department official and FPS dealers on weighing machine operations and support on its integration with EPoS devices. Once the delivery, deployment, integration and training are complete, the vendor shall request for Go-Live certificates for that district after submitting the delivery challans duly signed, dated & stamped by the competent authority at district level.

Once the bidder has deployed the EWMs and the EPOS transactions are operational through weighing Machine at the district level (as per the implementation schedule in clause 4.7), bidder shall be allowed to raise the invoice as per the payment schedule section 8.3 of this RFP. Successful bidder needs to take the certificate from District Supply Officer for deployment of weighing machine in the district. Department through its authorized

representatives shall review the service levels adherence by the successful bidder before making the payment.

- a) A Go-live certificate shall be submitted by the successful bidder to the Department on the commencement of the operations throughout the State of Punjab. The payment of the successful bidder shall start post acceptance of the Go-Live certificate by the Department, for which written communication shall be issued.
- b) The successful bidder shall be paid based on the total number of EWM asked by the Department in the work order minus the deductions/ penalties as per the SLA terms & conditions mentioned in the tender document. Deductions if any due to SLAs deviations shall be determined and adjusted during the Quarterly pay-outs as per the SLA monitoring tool. The first invoice shall be paid after 1 month of the Go-live date and rest after every quarter.

### **8.3 Payment Schedule**

The Department shall make the payment to the successful bidder against delivery subject to receipt of invoice accompanied by all necessary documents each time i.e.

- (a) 3 copies of the successful Bidder’s Tax Invoice showing goods description, quantity, unit price, total amount - Physical
- (b) Delivery challans duly signed, dated & stamped by the competent authority at district.
- (c) Warranty and Stamping Certificate by OEM

The Department shall review the service level adherence by the successful Bidder before making the payment. The Department will make payment to Successful Bidder after adjustments against the penalties levied with respect to the SLAs.

**The payment milestones are defined as below:**

#	Activity/Milestone	Payment
1	Installation/Deployment with training of EWM in 50% districts	15% of Total Contract Value
2	Installation/Deployment with training of EWM in 100% districts	15% of Total Contract Value
3	After completion of integration with e-PoS devices	10% of Total Contract Value
4	Operations and maintenance support for deployed Infrastructure provided by agency during the project duration after 100% deployment (Go-Live) of EWM	Quarterly (3 % per quarter for next 20 Quarters from date of 100% deployment of EWM)

### **8.4 Other Payment Terms**

1. The Successful Bidder shall raise the Quarterly invoice along with the relevant documents as per the SLA monitoring tool.
2. Monthly SLA reports will be analysed.
3. Payments of the Successful bidder shall be subject to the application of liquidated damages (for period prior to “Go Live”) as per section 5.15 and/or SLA penalties (if

any applicable) as per section 7.5 & 7.6 of the RFP document for that Quarter and its adjustments/corrections as may be provided for in the Agreement and the SLA.

4. The liquidated damages or SLA penalties, if any shall be applicable only on the payment to the Successful Bidder only.

Deductions if any due to liquidated damage and/or poor performance/SLA breaches shall be determined and adjusted during the quarterly pay outs to the Successful Bidder.

First invoice will be generated after 1<sup>st</sup> month after the deployment (Go-live) of EWM in 50% districts, followed by second invoice after 1<sup>st</sup> month after achieving deployment (Go-live) of EWM in 100% districts, in line with the implementation schedule as per section 4.7 and the Payment schedule section 8.3. After the first two invoices, the rest of the invoices will be raised quarterly as per the payment schedule section 8.3 along with the relevant documents as per the SLA monitoring tool. Department shall be responsible for calculating the quarterly fee payable to the bidder for that quarter as well as any deductions arising out of applicable liquidated damage and/or poor performance or penalties due to SLA breach being levied on the Successful Bidder as mentioned in the section 8.5 & 8.6 of the RFP document. The Successful Bidder will not claim any interest on the arrear/payment due but not paid from Department.

## **8.5 Service Level Agreement**

Service Level Agreement (SLA) will form part of the contract between the Department and the bidder(s). SLA defines the terms of the responsibility in ensuring the timely delivery and the compliance to the Performance Indicators as detailed in this RFP document. The bidder(s) has to comply with the Service Levels requirements to ensure adherence to timelines, quality and availability of services to be rendered by the bidder(s) to the Department and the FPS dealers.

### **8.5.1 Purpose of Service Level Agreement**

The purpose of the Service Level Agreement (SLA) is to clearly define and mutually agree to the minimum levels of the services which shall be provided by the successful bidder to the Department of Food Civil Supplies and Consumer Affairs, Punjab and the FPS dealers for the duration of the contract.

### **8.5.2 Objectives of Service Level Agreement**

For effective governance of the project, following are the envisaged Service Level Objectives

- System should be available to all users (i.e. Department of Food Civil Supplies and Consumer Affairs, Punjab, FPS Dealers, etc.) at all times
- System should be easy to use at the end user level
- Electronic weighing Machines distributed for the purpose of weighing of food grains are in good health and are able to perform operation as per the requirement.
- System should be responsive enough for the users to work without time delays and service interruptions
- Electronic Weighing Machine should be working in integration with EPoS devices

- Users should always get the right and timely support as and when required to achieve minimum performance level of the machines.

### **8.5.3 Service Level Agreement Requirements**

Service Level Agreement (SLA) is the contract between the Department of Food Civil Supplies and Consumer Affairs, Punjab and the successful bidder Agency. SLA defines the terms of the Agency' responsibility in ensuring the performance of the Project based on the agreed Performance Indicators as detailed in the Agreement. This defines various Service Level Indicators for Project, which can be considered by the department and Department in the Service Level Agreement with bidder(s). The detailed description of the performance indicators, SLA terms and their definitions are discussed in the subsequent sections.

### **8.5.4 Services provided by the bidder**

The selected bidder(s) shall provide Services to the FPS Dealers at respective FPS level in the entire group (all the divisions/districts falling within the group) of Area of operation wherein the contract has been awarded and to the Department on specified days as per the standards defined for each activity in the SLA parameters detailed in this RFP.

### **8.5.5 SLA Reporting**

- District level officer from Department of Food Civil Supplies and Consumer Affairs, Punjab officers shall be responsible for monitoring and reporting of the field operations being performed by the vendor. Successful Bidder shall provide the reports on a monthly basis and as and when required.
- Successful Bidder shall be responsible for maintaining all issues pertaining to electronic weighing machine including issue, date / time of issue logging, resolution, confirmation of resolution status by FPS owner etc in web based system. Access to web based system shall be available with HQ and all district level users.

### **8.5.6 Service Level Parameters**

- The operational portion of the contract between Department and the selected bidder(s) will be in the form of a SLA. All the payments to the Successful Bidder are linked to the compliance with the SLA metrics specified in this RFP document. .

### **8.5.7 Operationalization of SLA metrics**

- A set of parameters have been identified as key for ensuring the desired performance level for this project.
- Section 8.6 below lists out the Service Level Targets and Severity for Penalty i.e. baseline performance level, method of measurement and how low performance will be treated by the Department of Food Civil Supplies and Consumer Affairs, Punjab
- The successful bidder will get the Payment for the services rendered on the Quarterly basis if the baseline performance is complied with, and as per the payment terms & conditions specified in this RFP document.

- Penalties (if applicable) will be calculated as per the Section 8.6 of this RFP document or as may be mentioned in the final contract awarded to the selected Successful Bidder by Department based upon the information received from the EMS tools and District Food and Civil Supplies department.
- Department will prepare reports on SLA and penalty to be deducted on vendor invoice. Based upon the necessary approvals received payment shall be made to vendor as per section 8.3 of the RFP document.

#### **8.5.8 Key considerations for the bidders**

- Successful Bidder shall have their incident handling and resolution software and will utilize the same to manage incident reporting with respect to incidents regarding electronic weighing Machines reported by FPS Dealers. Bidder(s) shall ensure that dedicated portal and call logger facility for the project. Designated authorities from the Department will be given access to daily incident log reports, response and resolution time.
- In the event of non-compliance of the service levels, Successful Bidder shall be subject to penalty as mentioned in this RFP document or as may be mentioned in the award of contract.
- In case of consistent breach/non-compliance of service levels, Department of Food Civil Supplies and Consumer Affairs, Punjab will have the right to terminate the Contract with Successful Bidder as per the clauses contained in this RFP document or as mentioned in the contract document, if required.
- Once the incident is logged in the bidder's helpdesk system, then the incident can be resolved by bidder's technician / engineer over call or by personal visit to respective FPS. In any case, bidder will be responsible for resolving incident as per the defined SLAs.
- Incident resolution can be done through both the methods (i) over the call (i.e. remote) with the respective FPS Dealer/operator by the bidder's technician/engineer and (ii) in person visit (i.e. on site) to the respective FPS location by bidder's technician/engineer.
- Successful Bidder shall bear the responsibility of choosing the method of handling and resolving the incident reported by the FPS Dealer and should be based on the Successful Bidder decision on how to resolve the incident in the least possible time frame.
- Whichever way the Successful Bidder choose to deal with the incident, the method of the incident resolution has to be logged into the system by the bidder's helpdesk and accordingly the SLAs will be followed by the Successful Bidder
- The hours mentioned in SLA are working hours and will be considered as per the working hours defined in this RFP document.
- Successful Bidder shall be responsible for purchase of any insurance/warranty etc. for the supplied hardware, devices, peripherals etc. In case of any breakage or faults or inoperability of any of the supplied component Successful Bidder has to replace it with either same or higher specifications without any additional cost to Department of Food Civil Supplies and Consumer Affairs, Punjab



- Successful Bidder shall be responsible to upgrade/replace any hardware/software component supplied during the course of project in case it becomes obsolete and is not able to fulfil the project requirements. This shall be done without any additional cost to Department of Food Civil Supplies and Consumer Affairs, Punjab.

#### **8.5.9 SLA Monitoring**

- The aforementioned SLA parameters shall be measured on a monthly basis as per the individual SLA parameter requirements, through appropriate SLA Measurement tools to be designed by the bidder for the purpose and audited by a third party for accuracy and reliability.
- For any field level (division/district level) information which is required for the purpose of SLA monitoring, the Department of Food Civil Supplies and Consumer Affairs, Punjab will coordinate with all its field (District FCS office) offices and shall provide relevant and timely information to department and its authorized representatives so that the SLA monitoring activity can be performed in the timely manner.
- If the performance of the system/services is degraded significantly at any given point in time during the contract and if the immediate measures are not implemented and issues are not rectified to the complete satisfaction of the Department of Food Civil Supplies and Consumer Affairs, Punjab , then Department shall issue a notice for remediation to the bidder(s).

In case the performance does not improve then the department may also consider taking appropriate corrective actions including termination of the contract. The SLAs defined shall be reviewed on an annual basis by the Department of Food Civil Supplies and Consumer Affairs, Punjab after taking the feedbacks of the bidder(s) and other stakeholders. Changes in SLA would be made after consultation with the Department of Food Civil Supplies and Consumer Affairs, Punjab and the bidder(s).

## 8.6 Service Level Targets and Severity for Penalty

Following are the Service Levels Targets envisaged by the Department of Food Civil Supplies and Consumer Affairs, Punjab for ensuring the minimum performance levels of the bidder(s) and the project. These would also be the baseline for the purpose of calculation of Penalty (applicable, if any). The services provided by the bidder(s) will be classified into Service Level Parameters which in turn have been classified into sub-parameters as per the table below. The table also defines metrics, baselines and categories of SLA breach for each service level parameter / sub-parameter.

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
<b>[A]</b>	<b>Centralised Helpdesk Facility</b>						
1	<b>Availability of Helpdesk services to FPS dealers to report incident/log complaints</b>	Availability of Helpdesk facility during working hours on all working days during a Month.	No. of Hours (Cumulative of all incidents during the month).	All working days in a month (excl. Govt. holidays) from 9 AM to 6 PM	Facility not available for less than 1 Day (24 Hours)	Facility not available for 1-2 days (48 Hours)	Facility not available for more than 2 Days (>48 Hours)
<b>[B]</b>	<b>Client Site Support</b>						
2	<b>Resolution of the incident by bidder's technician /engineer with FPS Dealer including hardware and software.</b>	The weighing Machine device has to be installed at the various locations and must be fully operational integrated with EPOS machine, facilitating smooth functioning of the project. If any non-	Average resolution Time	Within 48 hours of reporting at the centralized call centre, for replacing the component /machine and making it functional	>48 hours but <= 72 hours after incident is reported	>72 hours but <= 96 hours after incident is reported.	More than 96 hours after incident is reported.

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
		functionality is reported in any part of the machine seriously affecting the business transaction, then the component/ machine has to be replaced with the spare machine for continuity or new software update has to be done					

**Factors Considered as External**

Following are the factors that may be treated as external factors and being out of control for supply and installation of device at FPS level / device downtime / provision of training to FPS Dealers / provision of maintenance and support at each FPS level

- Floods/Storms/terrorist attacks
- Disruption due to natural disasters such heavy clouds, extreme windy conditions, dust storms, hailstorms, etc.
- External channel failures such as downtime of EPoS application.
- Failure of components under the ownership of Successful Bidder will not be considered as external factor.

**8.6.1 Penalties**

The bidder(s) shall be paid total quarterly payable in INR as per the services provided to the tendered.

Note: Penalty, if any as per the above table, would be deducted from the total quarterly payable to the vendor after deducting Department of Food Civil Supplies and Consumer Affairs, Punjab share after Project Go-live. In case penalty amount is higher

than the total quarterly payable to vendor, the Department will have the right to recover the excess amount from the bidder, in the manner as may be deemed appropriate by the Department.

**8.6.2 Breach of SLAs during operations and maintenance phase**

SI.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
1	<b>Availability of Centralised Helpdesk Services</b>	Availability of Helpdesk facility to FPS dealers during working hours on all working days during a month	All working days in a month (excl. Govt. holidays) from 9 AM to 6 PM	None	No penalty
			Facility not available continuously for 24 Hours	Low	INR 2000 per incidence
			Facility not available continuously for 24 Hours to 48 Hours	Medium	INR 4000 per incidence
			Facility not available continuously for more than 48 Hours	High	INR 5000 per incidence plus 3000 per additional 10 hours
2	<b>Client Site Support – Resolution of the incident by Successful Bidder’s technician /engineer with FPS Dealer</b>	The electronic weighing machine has to be installed at the various locations and must be fully operational integrated with EPOS device, facilitating smooth functioning of the project. If any non-functionality etc. is reported in any part of the device seriously affecting the business transaction, then the component/ machine has to be replaced with the spare	Within 48 hours of reporting at the centralized call centre, for replacing the component /device and making it functional	None	No penalty
			>48 hours but <= 72 hours after incident is logged into the system	Low	INR 250 per incidence
			>72 hours but <= 96 hours after incident is logged into the system	Medium	INR 500 per incidence
			More than 96 hours after incident is logged into the system	High	INR 1000 per incidence plus INR 500 per day

*RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab*

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		device for continuity or new software update has to be done			
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## 9 Technical Specification of Electronic weighing machines

Sr. No.	Minimum Technical Specification	Compliance
1.	Model Approval for the said Weighing Machine given by Director, Legal Metrology, GoI, New Delhi.	
2.	Manufacturing License from the concerned state government, issued by Controller, Legal Metrology.	
3.	Dealing License from the concerned state government, issued by Controller, Legal Metrology	
4.	Capacity of 50 Kilograms; e (Readability/interval) =5 Grams; and Class III, with stainless steel platform of size 50 x 50 Centimetres.	
5.	Battery backup up to 10 hours with capacity 2,000 mAH	
6.	Provision for wireless technology as well Bluetooth as RS-232 interface provision for EPOS	
7.	Provision for USB interface to communicate with EPOS device (USB CABLE, MINIMUM LENGTH 5 M, WOULD BE PART OF EWM).	
8.	Device should be able to send a unique log to EPOS machine/server in the event of an attempt to tamper it.	
9.	Sealing Provision as per Model Approval of GOI or State government instructions.	
10.	The machine design should be Micro controller or processor based.	
11.	The machine should be supplied with bright LED or VFD	
12.	Descriptive plate should be attached with each EWM mentioning details like year of manufacturing, name of the company, serial no., model number, etc.	
13.	The machine should be rugged to use in noisy and dusty environment.	
14.	Provision for customer display.	
15.	Auto Calibration should be linked with jumper on the inside PCB.	
16.	The device should have suitable features to prevent tampering.	

<b>Sr. No.</b>	<b>Minimum Technical Specification</b>	<b>Compliance</b>
17.	Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval.	
18.	BIS certificate of quoted model of EWS.	
19.	CE certification of quoted model of EWS.	
20.	ISO Certification of quoted model of EWS	

## **10 Annexures**

### **10.1 Annexure I: Covering Letter (to be submitted on letterhead)**

From:

(Registered name and address of the bidder.)

To

The Director,

Department of Food Civil Supplies and Consumer  
Affairs, Punjab

#### **Sub: Submission of e tender proposal**

**Ref:** RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab.

(Tender No: \_\_\_\_\_ Dated: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ )

Dear Sir,

Having examined the e tender document, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, as required and outlined in the tender document.

We attach hereto our responses to requirements of the e-tender.

We confirm that the information contained in these responses or any part thereof, including the exhibits and other documents and instruments delivered or to be delivered to the Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so. We agree for unconditional acceptance of all the terms and conditions set out in the e-tender document and also agree to abide by this tender response for a period of 90 days from the due date of submission of proposal.

We hereby declare that in case we are chosen, we shall submit the Security deposit in the form prescribed in the eTender. We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

Following are the particulars of our organization:



*RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab*

---

<b>Sl No.</b>	<b>Description</b>	<b>Details (To be filled by the bidder)</b>
1.	Name of the Company	
2.	Official Address	
3.	Contact No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Alternate Phone No.	
6.	Web Site Address ( if available)	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	GST Registration No.	
11.	Permanent Account Number (PAN)	

Contact Details of officials for future correspondence regarding the bid process:

<b>Details</b>	<b>Authorized Signatory</b>	<b>Secondary Contact</b>
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
email		

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

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

## **10.2 Annexure II – Format of Affidavit to be submitted with the Bid**

(ON RS.100 STAMP PAPER / Franking WITH NOTARISATION)

I, (name of deponent), aged-\_\_\_\_, (Partner / Director / Proprietor) of (name of bidder), do state on solemn affirmation as follows:

That I am the Authorized Signatory of (name of bidder) (hereinafter referred to as “concerned bidder”), which/who has submitted bid for the -----for Department of Food Civil Supplies and Consumer Affairs, Punjab Pursuant to Tender Notice No.: \_\_\_\_\_. As per Condition of the tender, I am filing present affidavit, on behalf of aforesaid bidder.

I say that the (name of bidder), which has submitted bid pursuant to above tender notice, has all the facilities to accomplish the task prescribed in the tender document as per the terms and conditions thereof. I also say that the concerned bidder has all the required registration/license from all departments which is necessary to fulfil the requirements of the tender.

I further state that all the details and particulars furnished in the technical bid of the concerned bidder are true and correct to my knowledge. The certificates and other documents accompanying technical bid produced by concerned bidder are true copies of the original and particulars shown in those documents and certificates with regard to concerned bidder are true and correct.

In case any particular or details given in aforesaid bid is found to be inaccurate or incorrect or the certificate or any documents furnished by the concerned bidder is found to be fabricated and not genuine, either on inspection by Authorized Personnel of Department of Food Civil Supplies and Consumer Affairs, Punjab or on the basis of information received through other sources, I understand that our bid will be liable to be rejected and in case contract is given, the same will be liable to be rescinded and the same will be without prejudice to any other consequences to which the concerned bidder will be exposed for miss-representation and misleading the department. Solemnly affirmed at \_\_\_\_\_ on this \_\_\_\_ day of Month-Year (MM-YY)

### 10.3 Annexure III - Performance Security Form

(To be issued by a bank scheduled in India and having at least one branch in Chandigarh)

**THIS DEED OF GUARANTEE** executed on this the \_\_\_\_\_ day of \_\_\_\_\_ at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Bank) having its Head/ Registered office at \_\_\_\_\_ hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include successors and assigns;

**In favor of**

Department of Food Civil Supplies and Consumer Affairs, Govt of Punjab (hereinafter referred to as “**DFCS&CA**”, which expression shall, unless repugnant to the context or meaning thereof include its administrators, successors or assigns.

**WHEREAS**

- A. By the Agreement (“AGREEMENT”) being entered into between DFCS&CA and \_\_\_\_\_, a company incorporated under the provisions of the Companies Act, 1956, having its registered office \_\_\_\_\_, RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab (hereinafter referred to as “The Project”).
- B. As per terms of RFP, the Selected Bidder is required to furnish to DFCS&CA, an unconditional and irrevocable bank guarantee for an amount of INR \_\_\_\_\_ only as security for due and punctual performance/ discharge of its obligations under the Agreement relating to RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab as specified under the section 3.0 - scope of work of this RFP.
- C. At the request of the Selected Bidder, the Guarantor has agreed to provide bank guarantee, being these presents guaranteeing the due and punctual performance/ discharge by the Selected Bidder of its obligations relating to the Project.
- D. Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by DFCS&CA to forfeit the same without assigning any reason for imposing sanction for violation of Integrity Pact.

**NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS:**

- 1. Capitalized terms used herein but not defined shall have the meaning assigned to them respectively in the Agreement.
- 2. The Guarantor hereby irrevocably guarantees the due and punctual performance by \_\_\_\_\_ (hereinafter called “the Selected Bidder”) of all its obligations relating to the scope of work by the Selected Bidder, in accordance with the Agreement.

3. The Guarantor shall, without demur, pay to DFCS&CA sums not exceeding in aggregate INR \_\_\_\_\_, within five (5) calendar days of receipt of a written demand therefor from DFCS&CA stating that the Company has failed to meet its obligations under the Agreement. The Guarantor shall not go into the veracity of any breach or failure on the part of the Selected Bidder or validity of demand so made by DFCS&CA and shall pay the amount specified in the demand, notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Selected Bidder or any other Person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof.
4. In order to give effect to this Guarantee, DFCS&CA shall be entitled to treat the Guarantor as the principal debtor. The obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents or by the extension of time for performance granted to the Selected Bidder or postponement/non exercise/delayed exercise of any of its rights by DFCS&CA or any indulgence shown by DFCS&CA to the Selected Bidder and the Guarantor shall not be relieved from its obligations under this Guarantee on account of any such variation, extension, postponement, non-exercise, delayed exercise of any of its rights by DFCS&CA or any indulgence shown by DFCS&CA, provided nothing contained herein shall enlarge the Guarantor's obligation hereunder.
5. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_ unless discharged / released earlier by DFCS&CA in accordance with the provisions of the Agreement. The Guarantor's liability in aggregate be limited to a sum of INR. \_\_\_\_\_
6. This Guarantee shall not be affected by any change in the constitution or winding up of the Selected Bidder/the Guarantor or any absorption, merger or amalgamation of the Concessionaire/the Guarantor with any other Person.
7. The Guarantor has power to issue this guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED

by \_\_\_\_\_ Bank, by the hand of Mr. /Ms.  
\_\_\_\_\_ it's \_\_\_\_\_ and authorized official.

## 10.4 Annexure IV - Manufacturer Authorization

(Letter on the OEM Letterhead)

To  
The Director,  
Department of Food Civil Supplies and Consumer  
Affairs, Punjab

Sub: Authorization of <<company name >> to provide services based on our product(s)

**Ref:** RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab

(Tender No: \_\_\_\_\_ Dated: // \_\_\_\_ )

Dear Sir,

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

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to the Department, as per your RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab.
- We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to the Department.
- We endorse the warranty support for the products as per RFP conditions commencing from the date of acceptance sign-off. The warranty shall cover all the components and sub-components of the supplied electronic weighing machine including battery, cables and any accessories.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

Sl No.	Product Name	Remarks
1.	<Fill Model number and Product name>	

Yours Faithfully,

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal & Sign] [Business Address]

### 10.5 Annexure V – Annual Turnover Statement

*[To be submitted separately on Chartered Accountant’s letterhead for the bidder firm]*

Tender No.

Date of Publication

eProc Tender ID:

#### **Average Annual Turn Over Statement**

The average annual turnover of M/s.....for the past three years are given below and certified that the statement is true and correct.

Sr. No.	Year	Turn Over (In lacs in INR)	Profit (In lacs in INR)
1	2021-22		
2	2020-21		
3	2019-20		

Total Rs..... Lac

Average Turn Over per annum in Rs. ....Lac

Date:

Seal:

Signature of Tenderer

Signature of Auditor

Chartered Accountant

Name in Capital letters: .....

Mobile No. ....

UIDN No. ....

### 10.6 Annexure V (a)– Annual Turnover Statement

*[To be submitted separately on Chartered Accountant’s letterhead for the bidder firm]*

Tender No.

Date of Publication

eProc Tender ID:

#### **Net Worth Statement**

The net worth of M/s ..... is given below and certified that the statement is true and correct.

Sr.No.	Net Worth	In lacs in INR
1	Paid up share capital	
2	Reserve and surplus	
3	Other (pl. specify)	
(Less)		
4	Miscellaneous expenditure not written off or adjusted	
5	Profit and Loss Account (Debit Balance, If any)	
6	Others (pl. specify)	

Net worth in Rs. ....Lac

Date:

Seal:

Signature of Tenderer

Signature of Auditor

Chartered Accountant

Name in Capital letters: .....

Mobile No. ....

UIDN No. ....

## 10.7 Annexure VI - Project Experience

### 10.7.1 Annexure VI (a) Project Experience for supply and Installation

Project wise details as per Evaluation criteria of this document (taking into consideration all the amendments issued to this document if any) are to be provided in the following format along with supporting documents (in FY 2019-2020, 2020-21, 2021-22, 2022-23)

**Project No:**

#	Item	Details
General Information		
1	Customer Name/Government Department	
2	Name of the Contact Person and Contact details for the Project	
Brief Description of scope of Project		
Size of the Project		
3	Contract Value of the Project (in crore	
4	Quantity Delivered (in units)	
Project Details		
5	Name of the Project	
6	Start Date / End Date	
7	Current Status (work in progress, completed)	
8	Contract Tenure	
9	Details of Supporting Document with page No.	

Place & Date

Bidder's signature and Seal



**10.7.2 Annexure VI (b) - Format for Work Experience (OEM)**

Please provide work experience as per the Qualification criteria in the format provided below.

The bidder must necessarily provide the proofs below the filled-in citation format. Documentary proofs provided elsewhere may not be considered by the Tendering Authority for evaluation.

<b>Project Title:</b>			
<i>(Attach separate sheet for each Project)</i>			
<b>Name of Client</b>		<b>Address</b>	
Type of Client (Central / State Govt Organization / PSU / Public Listed Company)		Order Value of the Project (in Crores) & details (Date & Quantity)	
Duration of the Assignment		Start                      Date (month/year):	
		Date of successful completion (month/year):	

**Documentary Proof Required:**

- Copy of Work order and Successful Completion Certificate/ Proof of delivery Certified by concerned client department.

Place & Date

Bidder's signature and Seal

## 10.8 Annexure VII - Service Support Undertaking

To  
 The Director,  
 Department of Food Civil Supplies and Consumer  
 Affairs, Punjab

Tender Ref. No. :

Dear Sir,

WHEREAS we, <<..... (Name of the Bidder)>>, having our registered office at << address of Bidder>>, state that we have after sales support mechanism in districts of Punjab/Chandigarh as given in table below, either directly through our support office or through our authorized partners/OEM which shall operate 6 working days a week from 9 A.M. to 6 P.M. excluding Gazetted Holidays for <<. Items description>> being procured under this project.

We also undertake that we shall open after sales support office(s) within **30 calendar days** from the date of notification of award of contract, in case the service centre is not available as per the details in the table given below, where the supply is due as per work order given to us.

We hereby take the full responsibility for providing complete technical support for all aspects of supply of equipment's for period mentioned in the tender document and after sales support during entire period of project as stated in this tender.

The Details of our Service Support Centres are as follows:

Sl. No	District	Name & Complete address of service center	Name of Head Person & Contact Number	Phone / Mobile No./ Email address	Parts Available for Maintenance (Yes/No)	Own Centre or Authorized Partner/OEM Centre

For <<OEM's model proposed>>, we hereby submit an undertaking and confirm the following:

- Providing complete technical support for all aspects of supply of EWMs and warranty of devices for the project duration.
- Vetting of the EWM Performance as proposed and to be implemented by us
- Availability of spare parts for Product quoted under this bid document

(Signature of the Bidder)

Name:

Designation :

Duly authorized to sign E-Bid for and on behalf of \_\_\_\_\_

## **10.9 Annexure VIII - Self-declaration for not being blacklisted by any Government Entity**

(Letter on the bidder's Letterhead)

To

The Director,

Department of Food Civil Supplies and Consumer Affairs, Punjab

Sub: Declaration for not being blacklisted by any Government Entity

Ref: Declaration for not being under blacklisted for fraudulent and corrupt practices.

Reference: Tender Ref No....

Dear Sir/Madam,

I/We confirm that our company or firm < \_\_\_\_ > as on the date of submission of this Bid: -

A. Has not been blacklisted for fraudulent and corrupt practices by Central Government or any State Government- Department/ PSU/ Agency/ Organization in India at the time of submission of the Bid

Thanking you,

Yours faithfully,

(Signature of the Bidder) Printed Name Designation

Business Address:

Date:

Business Address:

**10.10 Annexure VIII (a) - Declaration Pro format (Company Letterhead)  
(Letter on the bidder's Letterhead)**

To

The Director,

Department of Food Civil Supplies and Consumer Affairs, Punjab

Sub: Declaration for not being blacklisted by any Government Entity

**Subject: Declaration for not being insolvent, bankrupt or debarred.**

Reference: Tender Ref No....

Dear Sir/Madam,

I/We confirm that our company or firm < \_\_\_\_ > as on the date of submission of this Bid: -

A. Has not been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended.

B. And our directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.

Thanking you,

**Yours faithfully,**

**(Signature of the Bidder) Printed Name**

**Designation Business Address:**

## 10.11 Annexure IX - Technical Compliance Checklist

Item wise technical compliance statement as per technical specifications mentioned in section 8 of this RFP (taking into consideration all the amendments issued to this document, if any) is to be submitted in the following format:

Item Code:

Item Name:

<b>Sr. No.</b>	<b>Minimum Technical Specification</b>	<b>Compliance</b>
1.	Model Approval for the said Weighing Machine given by Director, Legal Metrology, Gol, New Delhi.	
2.	Manufacturing License from the concerned state government, issued by Controller, Legal Metrology.	
3.	Dealing License from the concerned state government, issued by Controller, Legal Metrology	
4.	Capacity of 50 Kilograms; e (Readability/interval) =5 Grams; and Class III, with stainless steel platform of size 50 x 50 Centimetres.	
5.	Battery backup up to 10 hours with capacity 2,000 mAH	
6.	Provision for wireless technology as well Bluetooth as RS-232 interface provision for EPOS	
7.	Provision for USB interface to communicate with EPOS device.	
8.	Device should be able to send a unique log to EPOS machine/server in the event of an attempt to tamper it.	
9.	Sealing Provision as per Model Approval of GOI or State government instructions.	
10.	The machine design should be Micro controller or processor based.	
11.	The machine should be supplied with bright LED or VFD	
12.	Descriptive plate should be attached with each EWM mentioning details like year of manufacturing, name of the company, serial no., model number, etc.	

<b>Sr. No.</b>	<b>Minimum Technical Specification</b>	<b>Compliance</b>
13.	The machine should be rugged to use in noisy and dusty environment.	
14.	Provision for customer display.	
15.	Auto Calibration should be linked with jumper on the inside PCB.	
16.	The device should have suitable features to prevent tampering.	
17.	Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval.	
18.	BIS certificate of quoted model of EWS.	
19.	CE certification of quoted model of EWS.	
20.	ISO Certification of quoted model of EWS	

Place & Date:

Bidder's signature and seal

**Format of Performa of Compliance letter/Authenticity of Information Provided**

(On Non judicial Stamp paper of Rs. 100/- duly attested by the First class Magistrate/Notary Public)

Date:

To

The Director,

Department of Food Civil Supplies and Consumer  
Affairs, Punjab

Sub: Compliance with the tender terms and conditions, specifications and Eligibility Criteria.

**Ref: RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab.**

(Tender No:

Dated: / / )

Dear Sir,

With reference to above referred tender, I, undersigned <<Name of Signatory>>, in the capacity of <<Designation of Signatory>>, is authorized to give the undertaking on behalf of <<Name of the bidder>>.

We wish to inform you that we have read and understood the technical specification and total requirement of the above mentioned bid submitted by us on **DD.MM.YYYY**. We hereby confirm that all our quoted items meet or exceed the requirement and are absolutely compliant with specifications mentioned in the bid document. We also explicitly understand that all quoted items meet technical specification of the bid & that such technical specification overrides the brochures/standard literature if the same contradicts or is absent in brochures. In case of breach of any tender terms and conditions or deviation from bid specification other than already specified as mentioned above, the decision of Department of Food Civil Supplies and Consumer Affairs, Punjab Tender Committee for disqualification will be accepted by us.

The Information provided in our submitted bid is correct. In case any information provided by us are found to be false or incorrect, you have right to reject our bid at any stage including forfeiture of our EMD/ PBG/ cancel the award of contract. In this event, Department of Food Civil Supplies and Consumer Affairs, Punjab reserves the right to take legal action on us.

Thanking you,

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Signature:

(In the Capacity of): \_\_\_\_\_

Duly authorized to sign bid for and on

Behalf of

\_\_\_\_\_

Note: This form should be signed by authorized signatory of bidder



## 10.12 Annexure X – Technical Evaluation Check List

The following are the particulars of compliance/deviations from the requirements of the tender specifications.

### CHECKLIST for Bidders

Sr. No.	Eligibility Criteria	Documents Required	Provided (Yes/No)	Page No.
1.	<p>LEGAL ENTITY: -</p> <p>Should be Company registered under Companies Act, 1956 or 2013</p> <p>OR</p> <p>a partnership firm registered under LLP Act, 2008</p> <p>OR</p> <p>Partnership firms registered under Indian Partnership Act, 1932</p>	<ul style="list-style-type: none"> <li>• Certificates of Incorporation/ Registration as applicable.</li> <li>•</li> </ul>		
2.	<p>Should have been continuously operating in the area of supplying Electronic Weighing Machines during the last three Financial Years 20-21, 21-22 and 22-23 to any of the Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies</p>	<p>At least one Client purchase order in the area of supply of Electronic Weighing Machine for each Financial Year 20-21,21-22 and 22-23 and partial completion on the delivery or completion certificate from the client.</p>		
3.	<p>Relevant Turnover: -</p> <p>The Bidder should have minimum average Annual turnover of Rs. 5 crores in any three 3 of the last 4 financial years (FY 2018-2019, 2019-20, FY 2020-21, FY 2021-22)</p>	<ul style="list-style-type: none"> <li>• Audited Financial Statements OR</li> <li>• Certificate from statutory auditors/ CA clearly certifying the turnover as per format defined in Annexure V and</li> <li>• UDIN</li> </ul>		

*RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab*

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>	<b>Provided (Yes/No)</b>	<b>Page No.</b>
4.	Net Worth: - The Bidder should have positive net worth as on date of submission of Bid.	Certificate from the Chartered Accountant clearly stating the net Worth as per the format defined in Annexure V(a)		
5.	Power of Attorney Bidder must submit the copy of board resolution or the power of attorney of authorised signatory along with the Bid.	Board resolution OR Power of Attorney with appropriate supporting document OR Self-declaration" from Authorised signatory of the bidder		
6.	Relevant Experience: - The bidder (OEM/ or its authorized Dealer/ Supplier Channel Partner) should have experience of executing supply / installation and maintenance of at least 10,000 Electronic Weighing Machines in Govt/PSU/Private sector) in total during FY 2019-2020, 2020-21, 2021-22, 2022-23. (Multiple Orders are acceptable)	Relevant project implementation experience with valid Purchase order/Work order/Letter of Award/ Contract and Client certificate along with Annexure VI (a)		
7.	Bidder should be original equipment manufacturer of Electronic Weighing Machine or Authorized Distributor of the OEM	Bidder, if Authorised Distributor, is required to submit Manufacturing Authorization Form (MAF) issued by OEM as per format given in Annexure IV		
8.	Bidder shall produce the repairer license (In name of Successful Bidder's organization) of Punjab	Repairer license for Punjab / Undertaking from bidder		

*RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab*

Sr. No.	Eligibility Criteria	Documents Required	Provided (Yes/No)	Page No.
	within 4 weeks of award of work order.			
9.	Registration with GST & PAN The Bidder shall be registered with GST Department & have PAN number	Copy of valid GST certificate and PAN card		
10.	Bidder should have sufficient Service Centers in Punjab/Chandigarh for electronic weighing Machines or shall open service centres within 4 weeks of award of work order.	Self-certificate along-with documentary evidence or declaration as per format in Annexure VII		
11.	The bidder should not have been blacklisted for fraudulent and corrupt practices or for any reason by Central Government or any State Government-Department/ PSU/ Agency/ Organization in India at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 100/-  Format attached at <b>Annexure VIII</b>		
12.	The Bidder should not have been ever insolvent, in receivership, bankrupt or being wound up, doesn't have its affairs administered by court or judicial officer, doesn't have our business activities suspended.  And their directors, partners and officers have not been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications as on date of submission of bid or not have been otherwise disqualified pursuant to debarment proceedings.	Self Declaration as per Format VIII(a)		

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Documents Required</b>	<b>Provided (Yes/No)</b>	<b>Page No.</b>
13.	Details of the Bid Processing Fees and Earnest Money Deposit Details:	Detail mentioned as per format in Annexure XII		
14.	Scanned copy of this tender document, corrigendum (if any), clarification issued by Purchaser (If any), duly signed and stamp on each page by the authorized signatory of the bidder as a mark of acceptance of all conditions of this RFP.  + Details of their team, organogram, and the escalation matrix	Scanned and signed copy of the RFP along with a letter on company letterhead with details of their team, organogram, and the escalation matrix		

The specifications and conditions furnished in the bidding document shall prevail over those of any other document forming a part of our bid, except only to the extent of deviations furnished in this statement.

Place & Date

Bidder's signature and Seal

## **10.13 Annexure XI – Financial Bid**

### **10.13.1 Covering Letter for Financial Proposal**

To  
The Director,  
Department of Food Civil Supplies and Consumer Affairs, Punjab

Sub: Submission of Financial Proposal

Ref: RFP for Selection of Agency for Supplying and commissioning Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab

(Tender No: \_\_\_\_\_ Dated:        /        / \_\_\_\_\_).

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for Selection of Agency for Supplying Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab

We attach hereto our responses to financial Proposal as required by the RFP. We have applied for engagement of electronic weighing machines.

We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to the Department is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the department in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 90 days from the date fixed for bid opening.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

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

Thanking you,

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal & Sign] [Business Address]

### 10.13.2 Financial Proposal

RFP for Selection of Agency for Supplying and commissioning Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab.

(Tender No: \_\_\_\_\_ Dated: \_\_\_\_/\_\_\_\_/\_\_\_\_)

Particulars	Unit Cost of EWM In Figures (In INR) (Exclusive of applicable taxes)	Unit Cost of EWM In Words (In INR) (Exclusive of applicable taxes)
(1)	(2)	(3)
Cost of EWMs along with supply, distribution, commission, integration support to EPOS vendor for EPOS integration, Maintenance, imparting block wise training to FPS holders including all manuals, deploying of manpower, Helpdesk along with SLA monitoring tool for calculation of Penalty and quarterly payments and other services for EWM Device as mentioned in the RFP document for the period of 5 years from the date of Go-Live.		

#### Instructions to the Bidder

- I. The bidder is required to quote price up to **two decimal places**.
- II. No additional payment shall be made to the bidder over and above the quoted price (+ applicable taxes) in column 2 & 3 of the Table above.
- III. Bidder should provide all prices as per the prescribed format under this Annexure. The bidder should not leave any field blank.
- IV. All the prices are to be entered in Indian Rupees ONLY (% age values are not allowed)
- V. The Financial bid should not be part of the Technical bid. If the rates quoted are part of Technical bid then the bid shall be considered as disqualified.

Thanking you,

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal & Sign] [Business Address]

**Note 1:** Prices in Financial Bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words shall prevail, in the event of any mismatch.

**Note 2:** The EWM supply will be throughout State with approx. 17000 FPS.

**Note 3:** Quantities mentioned above are indicative and the department reserves the right at the time of issuance of work order to increase or decrease the quantity to the extent of +/-25% from the original requirement without change in the cost and other specified terms & conditions of the RFP as mutually agreed.

**Note 4:** Tender/ work will be awarded to the L1 bidder after completion of all compliance as per the conditions of the tender document.

**Note 5:** If there is another tie situation, the bidder with the highest total average annual turnover (FY, 2019-20, 2020-21, 2021-22) among the L1 bidders will be chosen.

**Note 6:** The L1 bidder will be decided based on the lowest rate and tender will be awarded after completion of all formalities

**Note 7:** Any financial information contained in the technical proposal may invalidate the proposal.

## **10.14 Annexure XII – Bid Processing Fees and Earnest Money Deposit Details:**

To

The Director,

Department of Food Civil Supplies and Consumer Affairs, Punjab

**Sub:** Details of the Tender Fee and the EMD

<b>SI No</b>	<b>Item</b>	<b>Amount in INR</b>	<b>Name of Bank &amp; Branch</b>	<b>Transactions Details / UTR No.</b>
1	Tender Fee			
2	Earnest Money Deposit			

Thanking you,

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal & Sign] [Business Address]



### **10.15 Annexure XIII - Declaration of Acceptance of Tender Terms & Conditions**

To  
The Director,  
Department of Food Civil Supplies and Consumer Affairs, Punjab

, Dear Sir,

I/we have carefully gone through the Terms & Conditions contained in the TENDER document [Tender Ref No.....] regarding RFP for Selection of Agency for Supplying and commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab. I/we declare that all the provisions of this Tender Document are acceptable to my company/Firm. I/we further certify that I am/we are authorized signatory of the company and, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation Business Address:

## **10.16 Annexure-XIV - Technical Compliance**

(To be submitted in Bidder's letterhead)

It is to certify that I/we have carefully read & understood the tender document – Tender Ref No: ..... dated ..... and all the sections and clauses are unconditionally and unequivocally complied. There is no deviation from the terms & conditions of the tender.

I/we hereby also confirm that the solution proposed by us will meet the project requirements. If any additional components/services are required to meet the project requirements at any stage during the contract period, we will provide the same without any additional cost to the authority.

Signature of Authorized Signatory of the Bidder Company Seal Date

Signature of Authorized Signatory of the Bidder

Company Seal Date

### 10.17 Annexure-XV – Specifications of Proposed ePoS devices

S.No.	Description	Specifications of proposed ePoS devices
1	Processor	High performance Processor with speed of 1GHZ or above capable of performing at least 10 transactions per minute in laboratory environment.  Processor should be capable enough of performing Fingerprint and IRIS authentication with AUA/ASA/UIDAI servers
2	Operating System (OS)	Linux OS (Latest stable Kernel)/Android 10.0 or higher/Windows (Latest stable version). Device operating system which supports HTML5 based web browser ,CSS 3,Java Scripts
3	Memory	<ul style="list-style-type: none"> <li>● 1GB RAM (for Linux) and 2GB RAM (for Android 10.0/Windows)</li> <li>● 8 GB or higher In-built Storage (Flash Memory)</li> </ul>
4	Expansion Slot	Micro SD slot with minimum 8 GB high speed SD Card. Slot should be able to support up to 32 GB.
5	Communication	Should support 3G, 4G/LTE or above, Wi-Fi, Ethernet and Bluetooth. Device should support GPS feature.
6	Interface	USB 2.0 or higher At least one free USB port shall be available after setting up the entire solution including peripheral devices and Fingerprint, IRIS device, Weighing Machine, Magnetic Payment reader etc.
7	Display	3.5 inch or higher color TFT/ LCD Display supporting QVGA (320 x240) or better resolution and 64K or higher colors
8	Key Pad	Qwerty keypad or Minimum 16 alpha numeric keypad with navigation keys, keys size to be large enough for navigation
9	External Keyboard support Interface (optional)	Device should support keyboard through USB or Bluetooth interface.
10	Battery	Swappable & Dry/Rechargeable, Li-ion or Li-Polymer battery capable of providing minimum 8-10 hours of operation while all function of device active i.e. battery capacity of minimum 2600mAH (for Linux) and minimum 4000mAH (for Android)

*RFP for Selection of Agency for Supply & Commissioning of Electronic Weighing Machines and maintenance thereof for enhancing PDS operations in the State of Punjab*

11	Power Adapter	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input
12	SIM & SAM slot	Dual GSM SIM slot support 5G/4G/ 3G and Dual SAM slots for software up-gradation in device. OR Single GSM SIM slot support 5G/ 4G/ 3G with eSIM and Single SIM slot with Virtual SIM may be allowed
13	Printer	Integrated 2" or higher printer (Thermal/Non-Thermal Printer)
14	Audio	Good quality Speaker with 1W or higher output for announcements
15	Biometric Scanner	Aadhaar enabled fingerprint scanner and IRIS scanner with STQC and UIDAI certification are both mandatory.
16	Chip and Magnetic Tape based Payment Card Reader for digital payment. (Optional)	As per PCI (Payment Card Industry) Security Standards and EMV Standards.  All Mastercard, VISA and RuPay cards should be accepted by the reader for payment. Each transaction charges after onboarding with the bank in EMV L3 certification shall be borne as per the mandate of onboarding bank.
17	Support to connect Weighing Machine	Availability of connectivity feature of weighing Machine through USB or Bluetooth
18	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.  Device Health Monitoring System Indicator may also be included (Optional)
19	Other Accessories	Durable carry Case, User Manual
20	SDK	Appropriate SDK need to be provided along with the devices with necessary technical support.  3rd party SDKs to be permissible and integrated with the device with necessary technical support, if required in future.
21	Terminal	Device should be remotely manageable in secured mode

	Management	
22	Environment, Health & Safety, Durability, Humidity, EMI/EMC Compliance	<p>Dry heat test- Operating (50 ±2°C for 2 hrs)</p> <p>Cold test — Operating (0 ±3°C for 2 hrs)</p> <p>Dry heat test (55 ±2°C for 2 hrs)</p> <p>Damp heat Cyclic (40°C for (12+12 hrs)), No. of cycles : 2 Cold Test (-10 ±3°C for 2 hrs)</p> <p>Drop/Free Fall Test, in unpacked, switched off and normal handling conditions should be as per the GoI Specifications.</p> <p>Vibration Test should be in packed condition, switched off conditions (10- 150Hz, 0.15mm/2g, 10 sweep, cycles/axes)</p> <p>Bump test should be in packed condition, switched off condition.(1000Bumps, 40g, in vertical position)</p>
23	Add-On Antenna	The device must have a slot to connect an external antenna. While, the procurement of antenna is depending on the requirement of the State, which will be used in remote locations and hilly areas for better signal reception and seamless transactions
24	Device Form Factor	The device should be portable and handy
25	Warranty	Suitable Warranty support
26	Certifications	IP54, BIS, STQC, RD 2.0, CE, RoHS.

## **10.18 Annexure-XVI – Legal Metrology Guidelines**

Bidder shall ensure compliance with Legal Metrology General Rule 2011 for all procurement requirements related to weighing machines. The applicable legal metrology act and rules are mentioned in the links below.

1. <http://foodsuppb.gov.in/sites/default/files/Legal%20Metrology%20%28General%20Rules%29%2C%202011%20Amendment.pdf>
2. <http://foodsuppb.gov.in/sites/default/files/Legal%20Metrology%20%28General%20Rules%29%2C%202011%20Part-1.pdf>
3. <http://foodsuppb.gov.in/sites/default/files/Legal%20Metrology%20%28General%20Rules%29%2C%202011%20Part-2.pdf>

### **Points to be taken care:**

1. Approval of Model of the weighing scales to be supplied by supplier should be approved by GOI. The Model approval certificate should be submitted with the bid document. Weighing scales should be as per approval of model.
2. The supplier should have dealer/manufacturer/repair licence.
3. If weighing scale is supplied in package, then package should bear all the declaration as per LM package commodities rules 2011.

**\*\*\*\* END OF THE TENDER DOCUMENT \*\*\***