



Request For Proposal
For Selection of Implementing Agency to Supply & maintain ePoS Kits as well as develop & integrate Software to Implement Aadhaar enabled Public Distribution System throughout the State of Punjab

Cost of Tender Document: Rs. 10,000/-

Tender Publishing Date: 21-11-2023 by 11:00 AM

Last date of tender submission: 28-11-2023 by 2:30 PM

Department of Food, Civil Supplies & Consumer Affairs (DFCS&CA), Government of Punjab

Anaaj Bhawan, Sector 39-C, Chandigarh – 160036

Email: fooddistribution.fcs@punjab.gov.in

Website: www.eproc.punjab.gov.in or <http://foodsuppb.gov.in>

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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.

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SECTION- 1: Notice Inviting Bid

Government of Punjab

Department of Food, Civil Supplies & Consumer Affairs

Online bids are invited from potential bidders for Selection of Implementing Agency to supply & maintain ePoS Kits as well as develop & integrate Software to Implement Aadhaar enabled Public Distribution System throughout the State of Punjab

Closing date and time for bid submission is 28-11-2023 by 2:30 PM

Opening date and time for bids is 28-11-2023 by 04:30 PM

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

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

Additional Director (FD)

SECTION- 2: Abbreviations and Definitions

2.1 Abbreviations

1.	AeBAS	Aadhaar enabled Bio-Metric Attendance System
2.	AePDS	Aadhaar enabled Public Distribution System
3.	AePS	Aadhaar enabled Payment System
4.	AMC	Annual Maintenance Contract
5.	ASA	Authentication Service Agency
6.	AUA	Authentication User Agency
7.	EMD	Earnest Money Deposit
8.	DFCS&CA	Department of Food, Civil Supplies and Consumer Affairs, Punjab
9.	FPS	Fair Price Shop
10.	IA	Implementing Agency
11.	JV	Joint Venture
12.	LOA	Letter of Award
13.	LOI	Letter of Intent
14.	MAF	Manufacturer Authorization Form
15.	NIC	National Informatics Center
16.	OEM	Original Equipment Manufacturer
17.	OTG	Operational Testing Group
18.	OTP	One Time Password
19.	PBG	Performance Bank Guarantee
20.	PMU	Project Management Unit
21.	PoS/ e-Pos	Electronic Point of Sale device
22.	RFP	Request For Proposal
23.	SLA	Service Level Agreement
24.	SOW	Scope of Work
25.	STQC	Standardization Testing and Quality Certification
26.	TCV	Total Contract Value
27.	TPDS	Targeted Public Distribution System
28.	UDIN	Unique Document Identification Number
29.	UIDAI	Unique Identification Authority of India

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.	Purchaser	Department of Food, Civil Supplies and Consumer Affairs, Govt. of Punjab
3.	Successful Bidder/ IA	The Bidder to whom contract is awarded and is fully responsible towards Purchaser for providing 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.
4.	Week	Designated time frame consisting of all seven days including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.
5.	Day	Any day including any Public Holiday (as declared by Government of Punjab), Saturday and Sunday.
6.	ePoS kit	ePoS device with integrated fingerprint scanner, IRIS device and all required accessories like cables, antenna, sim card etc.
7.	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.
8.	Designated Authority	Departmental Official/ Committee who will approve all the deliverables submitted by the bidder.
9.	Central/ State Government Organization	Centre or state-run PSUs, Statutory bodies and co-operative societies.
10.	Similar Work	Supply/installation / maintenance of ePOS devices / Bio-metric Devices/AeBAS/ handheld devices along with development of Software for integration (web / mobile based).
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 Access Testing (UAT) and 90% of the e-PoS kits operational in the district. The definition of the completed transaction will be communication with the PDS server and completion of the transaction of delivery of food grains after successful authentication/ verification.

SECTION- 3 (Invitation for Bids)

3.1 Introduction of Project:

The **Department of Food, Civil Supplies and Consumer Affairs, Punjab** is in process of Revamping End to End Computerization of TPDS Operations as a part of implementation of NFSA to transform existing services with the use of latest technologies towards identification and authentication of the beneficiary.

Currently the Department has approx 17943 registered Fair Price Shops in the State through which ration is being distributed to all the beneficiaries of NFSA by performing bio-metric authentication (Finger / IRIS) on existing ePOS kits.

The Department is planning to augment its service delivery by installing atleast one ePoS kit at each FPS in the State of Punjab.

The Department has thus decided to invite tender for Purchase, installation and maintenance of 17000 ePoS kits in all FPS shops in the State, for a period of 5 years on a Purchase model with AMC and on-site support. Offered models must comply with the GoI specifications mentioned in RFP. The IA is required to provide FPS automation as a service engaged on a Purchase model with AMC and support basis. By Purchase model with AMC and support, it is meant that the successful bidder/IA shall:

i. Procure, supply, install and commission the brand new set of ePoS kits (Devices manufacturing date should not be older than 6 months from the date of submission of bid) required for FPS automation i.e.

- a) Electronic Point of Sale device along with SIM card(s) and a robust carry case
- b) Paper rolls for print outs from ePOS kits

Note: It is clarified that 3-5 paper rolls will be required per kit per distribution period. However, this is only indicative based on the previous experience and in case of any additional rolls, Successful Bidder has to supply the same at no additional cost to the Purchaser.

- c) External Antennas for ePOS kits, to be used in locations with poor connectivity. System Integrator should ensure signal strengths of Antenna to provide uninterrupted operations.
- d) IRIS Scanner (as an alternate authentication route in cases where fingerprint authentication fails)

- e) Geo tagging and location tracking of ePOS kits
- ii. Develop and customize the ePoS application and integrate the application with central server.
- iii. Deploy and maintain FPS automation infrastructure. The details of all FPS will be shared with the successful bidder.
- iv. Maintain the set of kits supplied
- v. Train the users, provide helpdesk support, provide block/FPS level technical support
- vi. Provide customized MIS etc.
- vii. Deploy manpower to carry out operations in every district as defined in SOW of this RFP.

3.2 Objective of the RFP

The following are the objectives of the project:

- I. To ensure 100% compliance of NFSA within the State by using biometric authentication.
- II. Protecting the interest of and empowering the end beneficiary
- III. Timely and need based food grain allocation
- IV. Prevention of diversion of essential commodities
- V. To improve transparency and accountability in operations
- VI. Reduction of stakeholders' grievances
- VII. Dissemination of the information as per the public requirements
- VIII. To record real time information related to the FPS transactions and make them readily available for future planning and analysis
- IX. To weed out the fake/duplicate/false beneficiary
- X. Project savings and ensure optimum utilization of scarce resources
- XI. Seamless flow of One Nation One Ration Card Scheme (ONORC) by installing dedicated ePOS kits at all FPS.

3.3 Specifications

The Successful bidder shall ensure to provide the ePOS kits as per the specifications, terms, and conditions suggested by GoI vide letter no. 14(12)/2014/Comp. dated 19th April 2021 along with specifications for Finger Print Scanner and Iris Scanner are attached as **Annexure XIV**

In case of any updation in specifications (software/ hardware) mentioned by GoI or Punjab Govt. during the contract period, the cost of the same shall be borne by the successful bidder/ IA without any additional financial burden to the DFCS&CA.

Note :

1. NIC will provide a customized application based on Android/ Linux/ Windows which will further be integrated with ePOS application to be provided by the successful bidder. Successful Bidder shall have to deploy and provide technical assistance for integration of devices with NIC application for its complete functionality during the complete currency of the contract.

3.4 Schedule of the Tender Process:

S No.	Particulars	Details
1.	Department Name	Department of Food, Civil Supplies and Consumer Affairs, Punjab
2.	Tender Title	RFP for Selection of the Implementing Agency to supply, & maintain ePoS Kits as well as develop and integrate Software to Implement Aadhaar enabled Public Distribution System throughout the State of Punjab.
3.	Contact Person	1. Director Food, Civil Supplies and Consumer Affairs, Government of Punjab. director.dfcs@punjab.gov.in 2. Additional Director (Food Distribution) O/o Department of Food Civil Supplies and Consumer Affairs, Punjab. Email: fooddistribution.fcs@punjab.gov.in
4.	Tender document Fee (Non-Refundable)	Rs 10,000/- (Ten Thousand only) is to be paid through online mode available on e-tendering portal https://eproc.punjab.gov.in . In case of any processing fees, it has to be borne by the bidder.
5.	EMD (Earnest Money Deposit)	INR 1.5 Crore (Rs. One Crore fifty lacs only) through online mode only available on e-tendering portal. Note: EMD is exempted for Central/ State government entities/ PSUs.
6.	Date of publishing of RFP on the eProcurement portal i.e. eproc.punjab.gov.in	Date 21.11.2023 (Tuesday) by 11.00 AM
7.	Pre-Bid Meeting	Date 23-11-2023 (Thursday) at 10.00 AM in the Committee Room, Anaaj Bhawan, Sector 39-C, Chandigarh. Note: Bidders may also join the pre-bid meeting through the Video Conferencing Link: https://us06web.zoom.us/j/82492912086?pwd=FnKycDvb8cItaI5QZ9txwSkFHmH0u2.1 Meeting ID: 824 9291 2086 Passcode: 541743

8.	Release of Corrigendum (If required)	Any time before opening of the bids on e-tendering portal https://eproc.punjab.gov.in
9.	Last Date and Time for Submission of Bids on the State eProcurement portal https://eproc.punjab.gov.in	Date 28-11-2023 (Tuesday) by 2:30 PM
10.	Tender opening date and time (Technical Qualification)	Date 28-11-2023 (Tuesday) at 04:30 PM
11.	Date and time for Presentations/ demo of ePoS kits	To be intimated later
12.	Date and time for Opening of Financial Bids	To be intimated later
13.	Validity of Bids	The bids shall remain valid for a period of a minimum of 180 (one Hundred and eighty) days from the last date of submission.
14.	Approximate Quantity of articles	17000 (-) (+) 25 %
15.	Method of Selection	Least Cost Selection (LCS)
16.	Website for RFP Reference	https://eproc.punjab.gov.in and http://foodsuppb.gov.in

Note: 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.

The e-tendering portal would not allow any late submission of bids after due date and time as per server time.

Purchaser shall not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.

SECTION- 4 (Instructions)

4.1 Instructions to Bidders for Electronic Tendering System

4.1.1 Registration of Bidders on e-Procurement Portal:-

All the Bidders intending to participate in the tender process are required to get registered on the centralized e-Procurement Portal i.e. <https://eproc.punjab.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on helpdesk number of eProc team: 0172-2970263, 0172-2970284, 6284884511 (Mobile) (Punjab Government working days from 9 AM to 5 PM), Email : eproc@punjab.gov.in

4.1.2 Obtaining a Digital Certificate:

- a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, the Government of India/ Govt. of Punjab.
- b) The Bidders may obtain Class-2 or 3 Digital Signature Certificate (DSC) from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities.
- c) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to a virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies in a safe place under proper security (for its use in case of emergencies).
- d) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per the Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent the adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.
- e) In case of any change in the authorization, it shall be the responsibility of management/partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the

firm/company. The procedure for the application of a digital certificate however will remain the same for the new user.

- f) The same procedure holds for authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

4.1.3 Pre-requisites for online bidding

In order to bid online on the portal <https://eproc.punjab.gov.in>, the user machine must be updated with the latest Java & DSC setup. The link for downloading the latest java applet & DSC setup is available on the Home page of the e-tendering Portal.

4.1.4 Download of Tender Documents:

The tender documents can be downloaded from the e-Procurement portal <https://eproc.punjab.gov.in> and [**http://foodsuppb.gov.in**](http://foodsuppb.gov.in)

4.2 Key Dates:

The Bidders are strictly advised to follow dates and times as indicated in the document control sheet of this RFP. The date and time shall be binding on all Bidders. All online activities are time tracked and the system enforces time locks that ensure that no activity or transaction can take place outside the start and end dates and the time of the stage as defined in the Document Control Sheet of this RFP.

4.3 Bid Preparation (Technical & Financial)

- a) Payment of Tender Document Fee & EMD of online Bids: The payment for the Tender document fee and EMD shall be made as mentioned in the DCS of the tender document.
- b) The Bidders shall upload their eligibility-cum-technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- c) The Bidders shall quote the prices in price bid format only as per the format defined on e-procurement portal i.e. <https://eproc.punjab.gov.in>
- d) If Bidder fails to complete the upload the bid due to any reasons, his/her bid shall be considered as non-responsive.
- e) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://eproc.punjab.gov.in>.
- f) Post-registration, Bidder shall proceed for bidding by using his digital certificate (Signing). Bidder shall proceed to select the tender he is interested in.

Note: It is clarified that there are only two stages to the tender i.e. Technical Stage and Financial Stage.

SECTION – 5 (Eligibility & Evaluation Criteria)

5.1 Evaluation criteria

The bid evaluation will consist of 2 stages i.e., Technical Evaluation (TE) and Financial Evaluation of the proposal submitted by the Bidders.

5.1.1 Stage-1: Technical Evaluation

- a) Technical bids submitted by the Bidder shall include the cover letter with the checklist of all the documents with proper page numbers and cover the descriptions of all the sections of the Eligibility Criteria:
- b) Following are the eligibility criteria based on which Bidder shall be evaluated for Technical eligibility for further processing:

SN	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 OR • Joint Venture/ Consortium with maximum of 3 partners is allowed provided that each Partner/ member must have at least 26% share, which shall be maintained till the currency of the contract. <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p> <p>Note: In case of a Joint Venture/ Consortium, a copy of Memorandum of Understanding (MoU) executed by the Consortium/JV members along with the complete details of the members of the Consortium/JV, roles and responsibilities, financial division, contractual obligations, their technical expertise etc. shall be supplied.</p>
2.	<p>The Bidder must have successfully completed similar works with order quantity not less than 8500 devices (Single work order or cumulative work orders) during the last 7 financial years i.e. (2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23) in any of the Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies/ Private Company.</p> <p>Note: Shall be applicable for any of the member of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Work order copy along with the completion certificate confirming year, quantity and area of activity</p> <p>AND</p> <p>Annexure IX duly filled by the bidder.</p> <p>Note:</p> <p>a) Completion, in this context, refers to projects or ongoing works where the delivered quantity meets or</p>

SN	Eligibility Criteria	Supporting documents
		<p>exceeds the criteria defined in the technical cum eligibility criteria. Furthermore, the bidder must have received at least one payment against the submitted work order for it to be considered completed.</p> <p>b) In case OEM has the experience with the Private Company, supporting document must be submitted establishing the relationship that these devices were further used for project of Government bodies i.e. Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies only. In this case Work Order/ Agreement copy along with client certificate needs to be submitted to the Purchaser.</p>
3.	<p>Bidder should have minimum annual average turnover of Rs. 20 crore (Twenty Crore only) for last 3 Financial Years i.e. 2019-20, 2020-21 and 2021-22 for which Bidder's accounts have been audited.</p> <p>Note: Shall be applicable for Lead Consortium/Joint Venture Member in case of Consortium/Joint Venture</p>	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover requirements as per format defined in Annexure XVI AND • UDIN
4.	<p>The Bidder should have positive net worth and should be a profit-making company for each of the last three audited financial years for which average annual turnover shall be evaluated i.e. 2019-20, 2020-21 and 2021-22.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Certificate duly signed by statutory auditor / CA of the Bidder confirming the net-worth as per format defined in Annexure XVII</p>
5.	<p>The Bidder should have a local office located in Punjab or it shall have give an undertaking that it will setup an office in the State of Punjab in 3 weeks (21 days) from the date of issuance of LOI.</p>	<p>Authorization letter with office address or a declaration by Authorized Signatory to open Local office within 21 days of issuance of LoI.</p> <p>Format attached at Annexure XIII</p>
6.	<p>The bidder should not have been blacklisted</p>	<p>Notarized Affidavit on Stamp</p>

SN	Eligibility Criteria	Supporting documents
	<p>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>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture.</p>	<p>Paper of INR 100/- Format attached at Annexure X</p>
7.	<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.</p> <p>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.</p>	<p>Self Declaration as per Format XVIII</p>
8.	<p>The Bidder should have valid GST registration certificate and PAN in the name of Bidder.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Self-certified copy of relevant valid certificates</p>
9.	<p>The Bidder must ensure to deposit the RFP document fees and EMD</p>	<p>Any relevant proof</p>
10.	<p>The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors / Partners of the Bidder to sign the bid on their behalf.</p>	<p>Authorization letter Format attached at Annexure - XV</p>
11.	<p>The Bidder shall be manufacturer or authorized distributor/ reseller of the OEM for Aadhaar enabled ePoS devices and/or IRIS.</p> <p>Note: Shall be applicable for any of the members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Individual MAF to be submitted in case bidder is an Authorized distributor/ reseller of the OEM as per the enclosed format on Annexure-XI for products such as epos device, iris scanner and finger print scanner.</p>
12.	<p>The vendor's biometric authentication device (Fingerprint Scanner & IRIS) being proposed shall be STQC certified as per the UIDAI guidelines (as on the last date of submission of bid) and RD certified by UIDAI .</p>	<p>Copy of all the 4 certificates i.e. STQC certificate for both finger print and Iris Scanners. In addition, Registered device certificate issued by UIDAI for both the devices.</p>

SN	Eligibility Criteria	Supporting documents
13.	Bidder shall ensure that the biometric devices proposed shall be supplied along with minimum 5 years of validity of RD service by OEM. The Successful Bidder shall extend all technical support for RD services through OEM even after the expiry of the contract for such periods as decided by the Department on mutually agreed terms and conditions.	Self-Declaration on the letter head of the Company
14.	Scanned copy of this RFP document, corrigendum (if any), clarification issued by Purchaser, 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.	Signed and stamped copy of the RFP by the authorized signatory.
15.	The Bidder must ensure compliance to all the specifications of the ePoS kits defined in Annexure XIV	Self-Declaration of the compliance to all the specification of the ePos kit
16.	Live Demo of epos kit which will be supplied by bidder as per the specification mentioned in RFP.	

Note: The Bidder needs to scan and upload all the documents as mentioned in the column “**Documents required**” as part of Technical-Qualification criteria mentioned in the RFP. No Hard copies shall be accepted.

- 1. Bidder who are Start-ups and are registered under Industrial and Business Development Policy 2017 issued by Department of Industries and Commerce, Govt. of Punjab will be provided "Relaxation of Norms in Public Procurement for start-ups based in Punjab" notified by Department of Industries and Commerce (Controller of Stores), Govt. of Punjab vide notification no. COS/start-ups/2019/11288 dated 16-08-2019 and amendments thereof.**
- 2. Registered Start-ups (sole bidders) will submit the self attested copy of the registration along with their technical bid, in order to avail the relaxations.**
- 3. These registered Start-ups shall not be given any relaxation in case they form a Joint Venture / Consortium.**

5.1.2 Financial Bid

The Bidders who qualify as per the Technical Criteria of this document will be eligible for the Financial Bid Evaluation. Purchaser's decision regarding Bidder's eligibility will be final and binding on all the Bidders.

Financial bid needs to be submitted on the State e-tender portal only i.e. <https://eproc.punjab.gov.in>. No hard copies or Scanned copies will be

accepted.

Format for the Financial Bid is given below:

Sr. No.	Item Description	Cost of one ePoS Kit along with all the services as defined in the Item Description for a period of 5 years (Inclusive of all taxes and levies)
	1	2
1.	Cost per ePoS kit including delivery and installation/ commissioning cost, application integration with NIC software, Maintenance, up-gradation ensuring seamless network connectivity, imparting block wise training to FPS holders including all manuals, deploying of manpower, deploying of ePoS complaint software along with SLA monitoring tool for calculation of Penalty and quarterly payments, Running helpline for ePoS related queries, paper rolls for printer as per requirement and other services for ePoS kit including all the Consumables as mentioned in the RFP document for the period 5 years from the date of Go-Live.	

5.2.1 Financial Bid Evaluation

1. The Financial Bids of all technically qualified bidders will be opened as per the date and time decided by the purchaser. The same shall be intimated to technical qualified bidders.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid will be rejected.
5. If there is a discrepancy between words and figures, the amount in words will prevail.
6. If there is no price quoted, the bid shall be declared as disqualified.
7. The Bidder, who has submitted the lowest Commercial bid, shall be declared as the L1 bidder.
8. A confirmation on the financial quote shall be sought from the L1 bidder. If L1 bidder fails to accept the financial quote, his bid will be treated as non-responsive. EMD of such defaulting bidder shall be forfeited and department may decide to take a legal action/ blacklist the bidder. In such case the offer will be made to the L2 bidder to match the L1 rates. In case L2 denies/ refuses to accept the offer then L3 bidders shall be asked to match the L1 rates and so on.
9. In the event that there are 2 or more bidders having the same value in the financial bid, the bidder having the highest average annual turnover as per the technical bid submitted shall be given preference for engagement and will be declared as L1.

Note:

- a) If any Bidder withdraws his bid, at any stage after bid submission till the final evaluation or declaration of the final Successful Bidder, it shall be declared a “defaulting Bidder” and EMD of such defaulting Bidder shall be forfeited. In such a situation the tendering process shall continue with the remaining Bidders.
- b) The Successful Bidder needs to submit the detailed breakup of the total cost including manpower cost, hardware cost, software cost, RD service cost, development cost, Consumables cost etc. submitted for this RFP before award of the contract to the Purchaser which shall be included as part of the agreement.

SECTION – 6 (Scope of Work)

6.1 Area of work

The FPS automation project roll-out will be in the entire state of Punjab at all FPS. The bidder will ensure ePoS Kits installation, integration with NIC software, Maintenance, up-gradation and integration with NIC software ensuring seamless network connectivity, imparting block-wise training to FPS holders including all manuals, deploying of manpower, deploying of ePoS complaint software along with SLA monitoring tool for calculation of penalty and Quarterly payments. Running helpline for ePoS related queries, paper rolls per FPS/ per month for the printer as per requirement, and other services for ePoS Device per month per FPS as per RFP for 5 years. The solution would be fully online.

Note 1: District-wise list of Fair Price Shops is as under:

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

S.No.	District Name	FPS Count
16.	Pathankot	567
17.	Patiala	1329
18.	Rupnagar	388
19.	Sahibzada Ajit Singh Nagar	356
20.	Sangrur	1031
21.	Shahid Bhagat Singh Nagar	285
22.	Sri Muktsar Sahib	694
23.	Tarn Taran	1004
Total		17943

Note 2: The tenure of the project will be of Five (5) years from the date of Go-Live with AMC & Consumables such as thermal paper roll, sim cards, Antenna ,internet connectivity etc. or any other component required for the smooth functioning of the project.

Note 3: The successful Bidder shall place the entire system within two (2) months after the award of Tender. It is pertinent to mention here that no payment will be given for this installation phase and 5 years period will be counted after Go-Live in all the Districts and signed certificate issued by the District Food Supplies Controller (DFSC).

6.1.1 FPS Automation Process:

Each FPS will be equipped with a Point of Sale (ePoS) kit during the currency of the contract and Successful Bidder has to ensure complete compliance w.r.t specifications along with terms and conditions of this RFP document.

6.1.2 Strategy to be adopted:

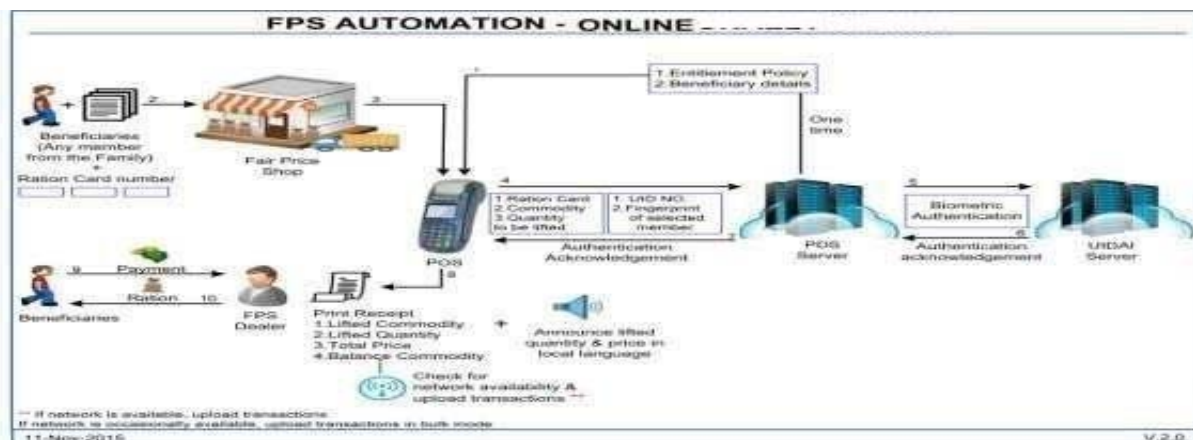
Issuance of the commodities by FPS to the Beneficiaries will be in fully online mode, under which beneficiary will get the ration from Fair Price Shop through online mode. The main features of the Online mode are as follows:-

- a) The Point of Sale (ePoS) kit gets connected with the server and registers itself on the server.
- b) The ePoS kit will not work without a valid SIM card.

- c) Beneficiary provides biometrics such as finger biometrics or IRIS which is part of the ePoS kit.
- d) Point of Sale (PoS) kit read the bio-metrics and sends it to the Aadhaar server to authenticate beneficiary.
- e) Once the beneficiary gets authenticated, her/ his entitlement for the month is obtained from the server and displayed on the machine screen. The beneficiary may lift his entitled quantity in multiple attempts.
- f) The lifted quantity is to be weighted on weighing scale and same to be auto reflected on ePOS device through integrated weighing scale.
- g) The ration supply is given to the beneficiary as per the entitlement and a receipt of the same is auto generated on each transaction. E-receipt will also be provided.
- h) In case Aadhaar is not available in ePOS database or Aadhaar is available but not getting authenticated because of some reason, the ration will be distributed based on Aadhaar OTP which will be sent to the beneficiary's registered mobile number.
- i) All the sales transactions are recorded in ePoS portal and auto-sync with the server in real-time.
- j) The ePoS kit also generates the receipt of ration received at the FPS and such receipt is recorded on the server.
- k) If the authentication (FINGER or IRIS) of a particular beneficiary fails 2 times or as prescribed by the department, then One Time Password authentication will be used as exception handling. An OTP will be sent on the mobile number registered with Aadhaar. In case of OTP facilitated transactions, the process for retrieval of entitlement details is the same as in online biometric authentication facilitated transactions. The process may change as per the exception guidelines released by GoI/ UIDAI from time to time or Department may take a call on this as per the failure rate, in case needed.
- l) A dashboard shall be developed by the successful bidder wherein Live Geo tagging of the ePOS kits installed in the State of Punjab to be shown, status of active and inactive kits to be shown, number of transactions per kit to be shown etc. The above mentioned points are indicative in nature not exhaustive. Purchaser reserves the rights to add more features in the dashboard which shall be the responsibility of the successful bidder.

Note: Successful bidder shall be required to create an independent

dashboard wherein he shall be responsible for the entire application. In case Department wants to integrate with the NIC or any other software application, he shall be providing with the API for the same.



6.1.3 Supply installation and commissioning of kits:

The Successful Bidder will have to supply, install and commission the following number of ePos kits which should not be older than 6 months from the date of issuance of letter of intent) at the designated FPS as per the scope of work mentioned above:

S. No.	Item	Approx. Quantity
1.	E-Point of Sale (ePoS) Kits as per technical specification.	17000

Note: - The number of fair price shops in a District may decrease/increase by 25% of bid quantity.

Purchaser reserves the right to increase or decrease the number of ePOS kits by 25% of the total quantity by giving a One month notice period.

- The successful bidder shall deploy sufficient resources to manage, install and maintain the ePoS kits at all service points in the area of operations.
- The successful bidder is expected to plan ePoS kits deployment as approved by the Department of Food Civil Supplies & Consumer Affairs.
- The successful bidder shall maintain the availability of 3% additional functional spare ePoS kits, required consumables, spares & support infrastructure, and supply the same as per the requirement of the department.
- Testing & synchronization of the ePoS kits with the NIC software.
- Providing Software Development Kit (SDK), compatible with all versions of Android, Linux, and Windows Operating Systems.

- f) The successful bidder shall also ensure strong connectivity from the ePoS kit to the server.
- g) The successful bidder needs to ensure that every kit shall be provided with a carry/ Safety case approved by the department to protect the kit from regular wear and tear.
- h) The successful bidder shall impart training to all FPS holders/inspectors as per the schedule provided by the department regarding ePoS operation.

6.1.4 Application development:

The complete Application solution regarding foodgrain distribution have been developed by NIC and the successful bidder will extend all help for integration with the ePoS kit. However, the ePoS complaint and SLA monitoring tool shall be developed by the successful bidder. The ePoS Kits should have cashless transactions modules and shall be deployed as per requirements of the Food, Civil Supplies & Consumer Affairs department.

6.2 System Architecture:

The system architecture is depicted below:-

6.2.1 AUA:

Department of Food Civil Supplies and Consumer Affairs, Punjab will be AUA (Authentication User Agency) and provide Aadhaar enabled services using Authentication services provided by UIDAI. **Department of Food, Civil Supplies & Consumer Affairs will be Sub- AUA of** the project. AUA services are developed and maintained by the Department. The AUA shall take requests from the ePoS server and send them to ASA (Authentication Service Agency) server and Receive a response from ASA and communicate the same to the ePoS server.

6.2.2 ASA Server:

As per the norms prescribed by UIDAI, AUA communicates with Aadhaar authentication services through an approved ASA (Authentication Service Agency). ASA is an entity that provides secure and compliant network connectivity to UIDAI and AUA for enabling Aadhaar authentication services

6.2.3 Authentication services by UIDAI:

Actual authentication will be performed on UIDAI servers. The UIDAI authentication server accepts the request from ASA and after verification, communicates the response to the ASA server duly assigning a unique transaction ID.

6.2.4 e-PoS Server:

- a) e-PoS Server Software and Ration Card Management System (RCMS) etc.:-

This forms the core component in the entire architecture, which maintains all transactions related to FPS, allows the department functionaries to add card holders entitlements every month as per norms, and allows the beneficiary to draw his/her entitlements from assigned FPS. The biometric record should not be padded. Also, it is preferable to keep the data size small instead of padding it to a fixed size of 15 to 20 KB only.

- b) Application program creates the PID XML, computes the SHA-256 hash of the PID XML, generates AES-256 random session key, and encrypts the PID XML with the session key. Then session key is encrypted using UIDAI's 2048-bit public key. Encrypted PID XML, encrypted session key, and PID Hash (hmac) is sent to AUA server. Based on the protocol between kits and AUA server, data elements need to be sent appropriately.
- c) Kits need to host the applications for authentication, BFD, seeding EID/UID, Exception Handling, recording transactions, Allocation, Transaction Module etc. Implementing change required by **Department of Food, Civil Supplies & Consumer Affairs** Punjab, if any, for executing any other alternative federated authentication mechanisms for uninterrupted services.
- d) Department/Govt. permission is essential if a successful bidder needs to establish external data storage.

6.2.5 e-PoS Server Shall:

- a) Retrieve monthly sales data from the e-PoS transaction database for all or specific FPS.
- b) Record the goods received at Fair Price Shop.
- c) Fetch the Ration Card Data from the Ration Card database
- d) Generate and send OTP to beneficiaries' Mobile numbers and Authenticate OTP, if required.
- e) Send Aadhaar number and bio-metric to the AUA server for Authentication.
- f) Record the response from AUA server
- g) Record the transactions in the ePoS transaction database
- h) Provide web services for generating MIS reports viz. Daily Transaction Report, Monthly transaction report, goods received report, available balance report etc.
- i) RD service with Update API 2.0 and e-KYC 2.1
- j) Provide E-KYC facility for beneficiaries through ePoS Kit.

6.3 Exception Management process:

- a) The successful bidder/NIC shall be capturing exception-handling mechanisms indicated by the FCS&CA Dept for user authentication and backup identity authentication mechanisms when Aadhaar-based authentication fails. Authentication failures could occur due to process failures, infrastructure failures (including power, IT infrastructure, authentication kits, network connectivity), or biometric failures (where Aadhaar holder biometric cannot be acquired or used for some reason).

- b) In Fair Price Shop designated for Online mode where Aadhaar is not available with beneficiaries or Aadhaar is available but authentication fails (Both Finger + IRIS), the ration will be distributed based on Aadhaar OTP, which will be sent to the beneficiaries' registered mobile number seeded with Aadhaar.
- c) The authentication will be done either through finger biometrics or IRIS scanner.

6.4 ePoS kit (in FPS) loaded with Client Software:

- a) The ePoS kit loaded with client-side application software communicates with the ePoS server duly using the web services provided by ePoS. Each kit will have a unique kit ID which will be mapped to a FPS in the ePoS Transaction database. The beneficiary needs to authenticate himself, for drawing ration, considering the following possible Scenarios:
 - b) Beneficiary's authentication can be done either by fingerprint or IRIS scanner from the sensors available on e-PoS. Aadhaar number and biometric/ IRIS information are sent to the UIDAI server for authentication. On successful authentication received from UIDAI, the entitled commodities on screen are displayed.
 - c) In case of authentication failure (Finger+IRIS) by a deemed real beneficiary, the Aadhaar OTP will be send on the registered mobile number of the beneficiary for authenticating the beneficiary.

6.5 Compliances:

- a) The successful bidder shall ensure that the ePoS kits, application software functionalities, and any other component, equipment, peripherals involved in implementation solution and during the entire contract period meet the current/latest STQC/UIDAI/DFPD/State Govt. guidelines and shall comply with all relevant laws including the Aadhaar Act, 2016 and IT Act, 2000, including any amendments therein. Also, they should meet the latest standards/guidelines brought out either independently or jointly by RBI, Indian Banks' Association, National Payments Corporation of India, Institute for Development and Research in Banking Technology, or other Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above-referred authorities, without any additional cost to the **Department of Food, Civil and consumer affairs, Punjab**
- b) The Bidder shall demonstrate all the features of the proposed ePoS kit implementation at Bidder's own cost. A demonstration is required to be given at Chandigarh/ HQ, to ensure compliance as per requirements.
- c) If more than one type/make/ model of machine is to be deployed in the field then a demonstration of all types/makes/ models of the machine will need to be provided and each such model/make shall be approved by the Food Civil Supplies and Consumer Affairs department.

- d) The deployed kits shall comply with the internet protocol version (IPV6). The ePOS kits being supplied by the successful bidder should be tested, registered, and certified by relevant agencies before delivery to the Department. The Bidder shall ensure that all the components of ePoS kits offered are as per the UIDAI & STQC approved/ latest specification. No item with short supply or with different technical specifications shall be accepted in any circumstances.
- e) The kit must be capable of collecting relevant information from Aadhaar holders, preparing authentication data packets (PID block), performing hygiene checks on data packets if required, transmitting data packets, and receiving authentication results along with instructions if any. Collection of Aadhaar information by the authentication kits shall be carried out in compliance with UIDAI specifications.
- f) The kit components shall comply with specifications and standards prescribed by UIDAI from time to time. The kit shall be updated from time to time as per the latest technology standards prescribed by UIDAI without any additional cost.
- g) Authentication kits must be deployed such that they cannot retain Aadhaar holders' PID collected for authentication during a transaction.
- h) Authentication Kits on the field for capturing resident data on the kits must adhere to technical specifications including formatting, security, and validations. Kits must have specified Battery Backup to meet power shortage.
- i) Participating in and facilitating the UIDAI certification process and STQC Certification of the kits and applications that will be used by AUAs as supplied by the successful bidder in enabling their Aadhaar authentication operations. This would include: Certification (by itself or through approved independent certification agencies) of applications (such as applications driving the authentication systems and applications in the AUAs' systems) that will be used by AUAs and other participants in their Aadhaar authentication systems.
- j) Prohibited from storing any PID in their database or any storage kit of any nature whatsoever including Authentication Kit or any machine, kit or instrument of any kind whatsoever, removable storage kits or in physical form, at any point of time.
- k) In order to ensure that the authentication service is friendly to the resident Aadhaar holder, the successful bidder must provide an efficient application to maintain end-user latency of less than 5 seconds. It should consider round trip network latency from their kits to UIDAI data center and back while planning service roll-out in the field. Depending on the choice of network and bandwidth, on-field performance may vary. It is important that for a good user experience, successful bidder should try to keep the full round trip service time to be less than 5 seconds.
- l) The quality/ performance of the ePoS kits will be the responsibility of the successful bidder and shall be checked and verified by District

Controllers of the department. The successful bidder shall depute his technically qualified representative for commissioning/ installing and maintaining the delivered quantity of ePoS kits. Proper training regarding the operation of the ePoS kits shall be imparted to FPS holder by the successful bidder.

- m) The successful bidder has to ensure that the compliance with regards to independently or jointly by UIDAI, RBI, Indian Banks' Association, National Payments Corporation of India, Institute for Development and Research in Banking Technology, or other Government authorities (if any) has to be met by the successful bidder during the complete currency of contract.

6.6 Training:

- a) The successful bidder shall give training to the Departmental Officers/ Officials and FPS dealers/salesmen, as and when directed by the Department.
- b) The training will include basics of the kits, key functionalities, and features, usage guidelines, operation of the machine for distribution of ration, safety measures etc.
- c) The training will be conducted on the days decided by the department. Bidder shall depute their trained technicians/engineers to train the FPS dealers/salesmen. Bidder's technicians/engineers will conduct the training for all FPS dealers/salesmen at each Block level. This will also include hands-on training. Further On-the-job training at the FPS level will be need-based and conducted as per the request of the FCS&CA department. In the training, Bidder's technicians/engineers will share the relevant information along with training documents with the FPSs dealers/salesmen and obtain a training report signed by the FPS dealers/salesmen after training, with their feedback on the training quality provided to them. Each training session shall have its training report and the bidder shall share the report (in hard copy) with the designated Block Inspector, District Controller, FCS&CA, and Director, FCS&CA, Punjab.
- d) The contents, trainers, and training will be provided by the bidder. The venue of the training and support for training will be provided by the department. Beyond the minimum requirement, the bidder shall be required to assess the number of training depending on the Fair Price Shops. The key outcome expected is that the FPS dealers become fully conversant with the use of ePoS kits being supplied to implement the project. The bidder shall provide the user manuals and training videos.

6.7 Helpdesk:

- a) There will be a central Helpdesk which will be operated by the successful bidder. Complaints from the field will be registered at this central Helpdesk. The successful bidder will nominate a Nodal officer who will be

coordinating on the resolution of complaints registered in the Central Helpdesk application. Complaints from the field will be registered at this Helpdesk. The successful bidder shall resolve all the complaints registered on Central Helpdesk. Operational space for the Helpdesk shall not be provided by Department to the successful bidder. All other consumables, capital expenditure including hardware/ software, and operational expenditure shall be borne by the bidder. The successful bidder shall set up an office Punjab with a fixed landline telephone and separate email ID to manage and maintain the entire project work.

- b) The successful bidder shall resolve the problems through its technical experts as soon as the FPS dealers/salesmen or its representative records its complaint through the Helpdesk support. The resolution of the problem should be governed as per the SLA monitoring tool mentioned in the tender and are liable to penalties as prescribed in the agreement.
- c) Application required for the Helpdesk must be provided by the Bidder which should generate the MIS reports based on calls received resolution and response time and other standard parameters & customization as per SLA defined in the tender.
- d) The successful bidder shall use their Helpdesk number to support some parallel lines to be provided which may be decided during the implementation phase.
- e) The successful bidder shall provide a complete Helpdesk software solution/ SLA Monitoring tool to register, log and monitor users' complaints, suggestions, and responses forwarded by the central Helpdesk. The SLA monitoring tool shall auto calculate the monthly due payment after calculating penalties for non-functional ePoS kits for every month as per tender conditions and there must be a provision of verifying the same from concerned Inspector FCS&CA.
- f) The successful bidder shall design, develop and deploy a SLA monitoring system for monitoring project activities and also provide login credentials to the Departmental staff in SLA monitoring system at State HQs, District HQs and Block level to monitor deviations and generate SLA performance reports. The entire SLA monitoring tool/ dashboard will be designed/ updated from time to time by the successful bidder as per the requirement of the department.
- g) The central Helpdesk personnel will verify the authenticity of the complainant asking the details (such as name and location of FPS, model no., serial no. of the kits, etc.) of the ePoS kit installed and upon verification would register the complaint on the following issues:
 - i. Non-functioning of the ePoS kits, defect in kit, kit functioning not as per desired standards, poor-response time, non- functioning of kit peripherals/ accessories/ components like charger, fingerprint scanner/ IRIS scanner, printer etc. and all kinds of kit-related issues.

- ii. Non-functioning of ePoS application in any manner including poor response time of the application / biometric/ IRIS sensor, and other application-related issues.
 - iii. Compatibility issues with the NIC software and (or) ePDS servers and (or) Aadhaar/ UID authentication server.
 - iv. Any other ePoS kits related issues.
 - v. The vendor Helpdesk personnel will receive the complaints from the FPS holder/ Inspector/ ePDS team of the department.
- h) The primary responsibility of the successful bidder's Helpdesk representatives would broadly include the following, but not limited to:
- i. Based on the complaint registered, the Helpdesk operator shall generate a ticket for the operational and technical support team of the successful Bidder and would provide the ticket number to the complainant. The date and time of the complaint shall be auto-recorded along with the ticket number.
 - ii. The complaint is to be resolved within the timelines mentioned in the SLA, failure to which shall attract penalty as per the penalty terms defined in the RFP
 - iii. In case the complaint is not resolved on the telephone, the successful bidder will send the expert personnel to the site of the complainant and resolve it on a priority basis.
 - iv. Complaint to be closed only after confirmation of FPS holder/ Inspector, FCS &CA -
 - v. Based on the request from the kit user, the helpdesk person should also arrange the personal visit of the Bidder's an engineer/technician / Block Coordinator to the location of FPS where a kit is installed (within desired/stipulated time) for assisting the kit user in operating the kit, troubleshooting, and rectification of kit application. The engineer/ technician visiting the kit location should also assist the kit user in all kinds of kit support activities including but not limited to the following tasks:
 - vi. Department application on a handheld kit and operating the kit for sending authentication requests to the Aadhaar server and any other operational issues.
 - vii. Assisting at project site/location in all activities related to user Department application, kit operation & usage, and connectivity issues.
 - viii. Any problem related to OS maintenance, reloading of OS with all kit drivers, OS upgrade, kit drivers, System configuration, and network configuration (if required) shall be attended to & rectified by the successful Bidder. All required kit drivers shall be provided by the successful Bidder and shall also keep a copy of all kit drivers.
 - ix. Removal of any virus, malware, or any other type of malicious/harmful entities (if any) from the kits.
 - x. Once the complaint is resolved, the helpdesk person should get

confirmation from the user complainants (FPSs dealers/ salesmen / Dept. personnel) about his/ her satisfaction with the resolution provided to close the complaint. The helpdesk person should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the complainants.

- xi. The helpdesk operator should maintain logs and record the ticket resolution date and time on the SLA monitoring tool. The complaint resolution time will be auto-calculated from the time of logging the complaint ticket generation till the time of closing the ticket on the SLA Monitoring Tool.
- xii. The above details shall be shared with the department on weekly basis. The successful bidder would check if the complaints have been resolved in the scheduled time and calculate penalties for delayed resolution if any, and present it to the department.
- xiii. The Helpdesk services shall operate on all days of a week from 09:00 A.M. to 6:00 P.M. including Punjab Government Holidays. Bidder shall abide by the SLA conditions mentioned in the TENDER document related to Operation and Helpdesk support.
- xiv. MIS reports / Complaint logs listing the response, resolution time, and the complaint details must be generated and submitted to Department on weekly basis. The format for the same may be finalized mutually by Bidder and Department and made available on the SLA monitoring tool.

6.8 Operation & Maintenance:

- a) The Bidder has the responsibility of maintenance of ePoS kits by deploying the resources.
- b) The Bidder has to provide additional resources for the first three months of implementation or until the system gets stabilized as per the requirement of the Department of Food, Civil Supplies and Consumer Affairs.
- c) The Bidder has the responsibility to maintain the ePoS kits during all seven days of the state and within working hours of the PDS shop
- d) The successful bidder shall be required to replace/fix faulty ePoS or offer the right resolution of the complaint as per the SLA/ tender conditions. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the concerned successful bidder.
- e) The successful bidder shall supply operation and maintenance manuals and shall provide complete technical documentation of hardware, firmware, all sub-systems, operating systems and other software.
- f) Updated versions of the client/NIC software should be pushed to the ePoS kit automatically, without any additional costs or expenses. It should be maintained in the central server for updating the client/NIC software with a single click.
- g) The vendor should be able to display a report of the machine and

its firmware. All the software releases shall be pre-approved by the department/NIC before being updated into ePoS kits remotely.

- h) Remote terminal Management Software: - All ePoS kits shall be updated with the latest OS patches, applications software patches, and new software releases through a centralized remote terminal software using the push method.
- i) The physical security of the ePOS kit will be the responsibility of the FPSs dealers/ salesmen after handing over the machine to him/her. Any kit damaged due to intentional or careless behavior shall be repaired by the successful bidder on actual cost. There shall be a committee formed at the district level to decide whether the damage is due to careless/intentional behavior or not. If it is found to be intentional, the cost of maintenance shall be recovered from the FPS and shall be given to the successful bidder on the following cost:

Year	ePOS with finger print scanner	IRIS Scanner
1	30% of Bid Value	15% of Bid Value
2	25% of Bid Value	12 % of Bid Value
3	20% of Bid Value	10 % of Bid Value
4	15% of Bid Value	7 % of Bid Value
5	10% of Bid Value	5 % of Bid Value

- j) The successful bidder will provide all support to patch and update the system software, APIs, SDK and provide onsite technical manpower support in using SDK and APIs for access and usage of Department /NIC applications residing in the server.
- k) All consumables with paper roll per ePoS per month as per requirement and other stationery will be provided by the successful bidder free of cost as per the capacity of the ePoS kits.

6.9 Standardization Testing and Quality Certification (STQC):

The successful bidder shall support the Quality certifying agency (STQC) to conduct the assessment/review for the application software within three months after Go-Live without any extra cost. The Department shall have the right to audit and inspect all the procedures and systems relating to the provisioning of the services. If there is any change/addition in the application's functionality then the successful Bidder will have to obtain the STQC Certification for the changes./ additions. No extra cost shall be paid for this purpose.

6.10 Software Testing:

The successful Bidder shall be independently and exclusively responsible for all forms of testing and should follow a formal defect tracking system. As part of the testing of the application, the responsibility of successful Bidder.

6.11 Business Continuity Plan:

The Successful bidder is expected to develop a Business Continuity Plan (BCP) for the operations carried out by the vendor.

6.12 Information Security Management:

The successful bidder shall ensure that adequate measures are taken by the Bidder to ensure confidentiality, integrity, and availability of the information and the data.

6.13 ePoS Kits:

- a) The number of Kits and Locations: The successful bidder will have to supply, install, and commission, approx 17000 brand new ePOS kits for the Fair Price shops in the 23 District of Punjab, ePoS kits with client-side/ NIC software.
- b) Spare kits: The successful Bidder must maintain 3% spare kits at State Level for smooth operation. Spare kits will be in addition to the required quantity.
- c) Kit Specifications: The epos kits are required to be compliant with the technical specifications mentioned in the TENDER. The decision of the Evaluation Committee constituted by the department regarding the conformity of the ePoS kits with specification stipulated shall be final and binding for the successful bidder. The technical specifications for ePoS kit are based on those issued by the Standardization Testing and Quality Certification (STQC) Directorate for ePoS kits certification standards and those issued by the Government of India.
- d) Ruggedness: ePoS kit should be rugged enough to be handled under roughest conditions. The kit should be robust enough to run in a rough FPS environment for a long period; it should be built in a tamper-proof rugged body to make it more secure and rodent-proof; the kit must be strong enough to sustain shock/ drops from table heights etc.
- e) Connectivity Support: ePoS kit should support Multiple connectivity options as specified in specifications shall support services provided by Telecom service providers (BSNL, Reliance, Airtel, JIO, VodafoneIdea etc.) and other operators operating in the Punjab Circle. The successful bidder shall supply & bear the connectivity charges (fixed & recurring) for the duration of the contract period. Bidder shall provide the best connectivity solution available in the area (considering that different geographical areas may have different connectivity strengths for ISPs).
- f) The ePoS kit should be compatible LINUX/ Windows/Android operating system with Micro ATM and another facility ready. User Interface and should be accompanied by software development kit as required.

6.14 Essential Manpower:

Sr. No.	Resource Category	Number

1.	Project Manager/ Team Leader	One at State HQ should be professionally qualified and capable of handling the project efficiently.
2.	Helpdesk & Support Lead/Manager	Minimum 4
3.	Support Engineer	One per 300 ePoS Kits, subject to minimum one in each district

Note:

1. It is clarified that atleast one support engineer shall be deployed by the Successful Bidder for every 300 ePoS kits, subject to minimum of one support engineer in each district.
2. The manpower deployment plan mentioned above is indicative only, The Bidder will present the manpower deployment plan before signing of the agreement and is subject to the approval of the department.
3. The above-mentioned manpower has been calculated on the previous experience of the purchaser, however in case there is requirement to depute more manpower, the successful bidder has to depute the same at no additional cost.

6.15 Implementation Schedule:

Following are the timelines for the completion of various phases

Sr.No.	Milestone	Deliverables	Timelines
1	Issuance of Letter of Award	Letter of Award	T
Phase –Initiation and Supply of Goods			
2	Project Initiation & Team Mobilization.	Detailed Application / Software development Plan for ePoS kit based Application, Detailed Delivery Plan, and Detailed Resource allocation plan for Installation and commissioning across allocations in the State.	T +1 week
3	Requirements Analysis & Demonstration approval along with the ePoS kit- based application/ software solution for ePoS kit	Approval for ePoS kit-based application /software solutions for ePoS kit. Approval of demonstration for ePoS kits and ePoS kit-based application as per the scope of work. Detailed Functional Requirement Specification (FRS) document for Complaint Registration module and SLA monitoring tool shall be provided by the successful bidder which shall further be vetted and approved by the purchaser.	T + 2 weeks
Phase – Commissioning & Go-Live			

Sr.No.	Milestone	Deliverables	Timelines
4	Supply and Installation of Equipment at respective FPS locations and Training of FPS dealers/ salesmen /representative / ePoS operator/ Department user on the Kits across Punjab	<ul style="list-style-type: none"> • Procurement Reports, Invoices & related warranty information, Delivery Challan duly signed by authorized signatory from Department/ FPSs dealers/ salesmen Dissemination of knowledge and completion of Classroom training and FPS level training. • Certificate of successful installation and commissioning received from all FPS and consolidated report and signoff by the department. • Helpdesk Go-live alongwith Escalation Matrix from Bidder. 	T + 12 weeks
5	Helpdesk and Support Setup and Hand holding Support.	<p>Setup of the Helpdesk and conducting detailed Walk through and demonstrations for the ePoS kits supplied, handing over all relevant documentation, manuals, addressing the queries/ clarifications of the Department / FPS operator concerning the working/performance levels of the equipment provided, conducting training sessions, Etc.</p> <p>Approved Complaint Registration module and SLA monitoring tool fully functional for Go-Live and hands on training of these modules.</p>	T + 12 Weeks
Phase – Operations, Maintenance & Warranty Support for 5 years			
6	Operations, Maintenance & Warranty support for the period of 5 years	Monitoring, Escalation Reports, MIS reports with details of Operations, Preventive Maintenance / Support / Warranty Activities carried out.	5 Years from the date of Go-Live
7	Preventive Maintenance	Monitoring Escalation Reports, MIS reports with details of Operations, Preventive Maintenance Reports/ Reports on Support / Warranty Activities carried out during past six months.	Every six months after Go Live or on request of authorized personnel from Dept.

Note: The go-live definition for the start of 5-years of engagement shall be

“Commencement of the transactions on the Point of Sale (PoS) kit and entry of such sale in the server (i.e. interaction with server) including online mode” throughout the State of Punjab. The definition of a completed transaction shall “a transaction that is completed right from beneficiary authentication and back and forth communication with the central server and ePoS”.

SECTION -7 Other Terms and Conditions of the Tender

7.1 General Conditions:

- a) The Bidders are requested to examine the instructions, terms and conditions, and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of the contract. Department of Food, Civil Supplies and Consumer Affairs Punjab shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever, including those of financial adjustments to the contract awarded under this tender, will be entertained by the Department of Food, Civil Supplies and Consumer Affairs. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.
- f) Only and only one Service Provider shall be awarded the contract and there will be no provision for splitting.
- g) For 3rd Party Software Development Kit, appropriate SDK of any component of the ePos kit needs to be provided by the Service Provider as and when needed for 3rd part device integration such as weighing scale etc. at no additional cost to the Purchaser.
- h) Bidder has to ensure full compliance with the GOI and STQC specifications for ePos and biometric devices.

Note: The Bidder shall be solely and completely responsible to the Department of Food Civil Supplies and Consumer Affairs Punjab and State Govt. for all the deliveries and deliverable.

7.2 Clarifications in the Tender:

- a) A prospective Bidder requiring any clarification in the Tender may notify the Department of Food Civil Supplies and Consumer Affairs by an e-mail to **fooddistribution.fcs@punjab.gov.in** and **pmufd.fcs@punjab.gov.in** as per the schedule defined in the document control sheet of this RFP document.

- b) The Bidder shall submit any queries related to the Bid document in the following format. The queries should necessarily be in the below-given format:

Sr. No.	Page Reference in the Tender Document	Clause/ Point No. in the tender	Clarification Sought

Note: The responses to the clarifications (if deemed fit by the department) will be notified on the websites through Corrigendum to the Tender Document.

7.3 Amendments in the Tender document:

- a) A Pre-bid meeting shall be held for addressing the clarifications on the date and time mentioned in the schedule of the tender process or any other date if deemed fit by the Department of Food, Civil Supplies and Consumer Affairs. The Bidders are requested to participate in the Pre-bid meeting for clarification of their queries.
- b) Before the closing of the Tender, clarifications, and amendments, if any, will be notified on the website mentioned in the schedule of the tender process. The Bidders should periodically check for the amendments or corrigendum or information on the website till the closing date of this Tender. Department of Food Civil Supplies and Consumer Affairs will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- c) Before the closing of the Tender, the Department of Food, Civil Supplies and Consumer Affairs may amend the Tender document as per requirements or wherever the Department of Food Civil Supplies and Consumer Affairs feels that such amendments are necessary.
- d) Amendments may also be given in response to the queries by the prospective Bidders. Such amendments will be notified on the websites mentioned in the tender schedule.
- e) Department of Food, Civil Supplies and Consumer Affairs, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments.
- f) Department of Food, Civil Supplies and Consumer Affairs is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder's failure to update the Bid documents on changes announced through the website.

7.4 Language of the Bid:

The bid prepared by the Bidder as well as all correspondence and documents relating to the bid shall be in English only. The supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation in English duly notarized, in which case, for all purposes of the bid, the translation shall govern. Bids received without such translation copy are liable to be rejected.

7.5 Bid Currency:

Price should be quoted in Indian Rupees (INR) only and Payment shall be made in Indian Rupees only.

7.6 Contacting Tender Inviting Authority:

- a) Bidders shall not make attempts to establish unsolicited and unauthorized contact with the Department of Food Civil Supplies and Consumer Affairs Punjab/ Tender Committee after the opening of the Tender and before the notification of the Award and any attempt by any Bidder to induce any extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the Bidder.
- b) Notwithstanding anything mentioned above, the Department of Food, Civil Supplies and Consumer Affairs may seek bonafide clarifications from Bidders relating to the tenders submitted by them during the evaluation of tenders.

7.7 Tender Document Fee:

The Tender Documents may be directly downloaded from <http://foodsuppb.gov.in>, www.eprocunjab.gov.in. Bidders who wish to participate in the tender process should submit the tender document fees of Rs. 10,000/- + processing fees of e-tender portal as mentioned in the schedule of the tender process:

- a) An EMD amount of Rs. 1.5 Crore (Rs. One Crore fifty lac Only) as specified in the schedule of the RFP process should be paid online.
- b) The EMD amount shall be forfeited by the Department of Food, Civil Supplies and Consumer Affairs Punjab, if the Bidder withdraws the bid during the period of its validity specified in the RFP or if the Bidder fails to sign the contract or the Bidder fails to remit PBG within the respective due dates.

7.8 Letter of Authorization:

A bid specific letter of authorization from the Board of Directors / appropriate authority authorizing the Tender submitting authority or a Power of Attorney should be scanned and submitted in the tender; otherwise the Bids shall be summarily rejected. All pages of the Bid, except for amended printed literature, shall be initialed and stamped by the person or persons signing the Bid.

7.9 Other Conditions of Bid Submission:

- a) All the documents submitted including the tender document should be duly signed by the authorized signatory of the firm/ company.
- b) Failure to furnish any of the online uploaded documents, certificates, will result in rejection of the bid. Department of Food, Civil Supplies and

Consumer Affairs Punjab shall not hold any risk on account of delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder/ any consortium partner are found to be False/fabricated/bogus, the Bidder will be disqualified, blacklisted and action will be initiated as deemed fit and the Bid Security will be forfeited.

- c) Department of Food, Civil Supplies and Consumer Affairs Punjab will not hold any risk and responsibility regulating the non-visibility of the scanned and uploaded documents.
- d) The documents that are uploaded online on the e-procurement portal will only be considered for Bid Evaluation.

7.10 Submission of Technical Bid (Applicable for online submission):

- a) The Bid document should be properly page numbered and appropriately flagged/tagged and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- b) The Bids prepared by the Bidder and all correspondence and documents relating to the Bids exchanged by the Bidder and Department of Food Civil Supplies and Consumer Affairs, shall be written in the English language, provided that any printed literature furnished by the Bidder may be written in another language so long the same is accompanied by an English translation in which case, for purposes of interpretation of the Bid, the English translation shall govern.
- c) The Tender should be signed on all the pages by the Bidder or his authorized representative and should be affixed with the Bidder's Seal.
- d) It shall be deemed that the Bidders have done careful study and examination of the Tender document and have fully understood the implications.
- e) The response to the Tender should be complete in all respects. Failure to furnish the requisite information or submission of a bid not substantially responsive to the Tender document in every respect will be at the Bidder's risk and may result in rejection of the bid and forfeiture of the EMD.
- f) All materials submitted by the Bidder become the property of the Department of Food Civil Supplies and Consumer Affairs Punjab and may be returned at its sole discretion.
- g) A firm may submit ONLY ONE bid. Furthermore, a firm that is a Bidder cannot be a Sub-contractor in other bids.
- h) The Tender should be submitted online in the e-procurement portal to the department. The bids should be submitted before the closing date and time as mentioned in the document control sheet.

Note 1: Evaluation shall be done based on documents uploaded online on the e-Procurement portal. However, the Department of Food Civil Supplies and Consumer Affairs Punjab reserves the right to seek clarifications on already uploaded online documents.

7.11 Validations of Interlineations in the Bids:

The Bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person signing the bid. Interlineation in the document submitted by the bidder may result in the disqualification of the bid.

7.12 Cost of Bidding:

The Bidder shall bear all costs associated with the preparation and submission of its bid including the cost of presentation for clarification of the bid if so desired by the Department of Food, Civil Supplies and Consumer Affairs. Department shall in no case be responsible or liable for those costs, regardless of the conduct or outcome of the tendering process.

7.13 Documents Comprising the Bids:

The bid prepared by the Bidder shall comprise the following components. The Bids not conforming to the requirements shall be summarily rejected.

7.13.1 Technical Bid (to be submitted online only)

- a) The Bidder must submit a detailed checklist for the Pre-Qualification/Technical & Financial Bid as mentioned in Annexure-I. Bidders are requested to add a column for page no. in the pre-qualification checklist table and provide the corresponding page no. of the respective criteria.
- b) In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the Tender)
- c) Annexure-II: Bid Cover Letter
- d) Annexure III: Profile of Bidder
- e) An Acceptance by the Bidder to the Terms & Conditions mentioned in this Tender, Annexure-IV.
- f) Annexure-V: Financial Bid Letter
- g) Annexure VI: Technical Bid Letter
- h) Annexure VII: Technical Compliance
- i) Annexure VIII: Financial Bid Format
- j) Annexure IX: Project Experience
- k) Annexure X: Format for declaration Pro format for blacklisting for fraudulent and corrupt practices.
- l) Annexure-XI: Manufacturer Authorization Form(MAF)
- m) Annexure XII : Format of Consortium/ Joint Venture Agreement to be entered amongst all Members of a Bidding Consortium.
- n) Annexure-XIII: Office Details
- o) Annexure XIV: Specifications of epos device, finger print scanner and IRIS scanner
- p) Annexure-XV: Letter of Authorization: Power of Attorney/ Letter of Authorization executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for this Tender.
- q) Annexure XVI: Average annual Turn over
- r) Annexure XVII: Net worth Statement

s) Annexure XVIII: Declaration for not being insolvent, bankrupt or debarred.

7.14 Force Majeure:

- The bidder shall not be liable for the penalty, liquidated damages, or termination for default, if and to the extent that, his delay in performance or other failures to perform his obligations under the contract is the result of an event of Force Majeure.
- For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes which would have an impact on FCS&CA.
- If a Force Majeure situation arises, the bidder shall promptly notify FCS&CA in writing of such conditions and the cause thereof. Unless otherwise directed by FCS&CA, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;
 - Any event or circumstance of a nature analogous to any of the foregoing.
 - Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of a foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, an act of terrorism or sabotage; Act of Government Strikes, work to rules, go-slows which are widespread, nation-wide, or State-wide and are of political nature;

7.15 Other Conditions:

- a) Purchaser reserves the right to reject any or all the bids without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the Department of Food Civil Supplies and Consumer Affairs for good and sufficient reasons.
- b) The Successful Bidder shall be responsible for compliance to all statutory regulations and labour laws of India applicable for the period of contract as per the Statutory requirements.
- c) All taxes, duties and any statutory levies etc. payable by the Successful bidder during the contract tenure shall be the sole responsibility of the Successful bidder.

- d) The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. The department shall deal with the successful bidder only and not with any other agency to which Successful bidder outsources the services.
- e) 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.
- f) Loss of Property and/or Life
 - i. Any loss of property and / or life during entire currency of the contract shall be the responsibility of the successful bidder and purchaser shall not be held liable for any claims/ loss of property and/or Life. The Successful Bidder shall be responsible for the payments arising out of any Third Party claims. The Successful Bidder shall procure insurance for meeting such liabilities at his own expense.
 - ii. The Successful bidder shall abide by all the acts/laws prevalent in the country.

7.16 Arbitration and Jurisdiction:

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 Purchaser 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. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the Purchaser and the Successful Bidder, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. 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 Purchaser and the Supplier. 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.

5. Legal Jurisdiction

All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Chandigarh, India only.

7.17 Payment Terms, Service Level Agreements & Penalty:

7.17.1 Payment

- a) A Go-live certificate shall be submitted by the successful bidder to the Purchaser 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 Purchaser, for which written communication shall be issued.
- b) The successful bidder shall be paid based on the total number of ePOS kits asked by the purchaser 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 payouts 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.

Sr. No.	Activity	Payment
a)	Go-Live in 50% districts	15%
b)	Go-Live in 100% districts	15%
c)	Operations and maintenance support for deployed Infrastructure and any other services provided by SI during the successful implementation of the project	Quarterly (3.50% per quarter for next 20 Quarters from date of 100% Go-Live)

- c) 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 Access Testing (UAT) and 90% of the e-PoS kits 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.

7.17.2 Other Payment Terms:

- a) The successful bidder would raise a Quarterly invoice along with the relevant documents as per the SLA monitoring tool.
- b) The successful bidder shall deploy an SLA monitoring tool to calculate penalties. The Department of FCS&CA, Punjab will make payment to the successful bidder after adjustments against the penalties levied concerning the SLAs.
- c) SLA adherence reports have to be generated by the concerned successful bidder and the same shall be submitted to the Department of FCS&CA, Punjab. This would be used for monitoring SLA and calculation of penalties (if any). The client at its discretion may verify the SLA performance

reports and penalties.

7.18 Service Level Agreement:

SLA defines the terms of the responsibility in ensuring the timely delivery and compliance to the Performance Indicators. The successful bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality, and availability of services.

7.18.1 SLA reporting:

- Other than the standard reports, any other customized report required by the Purchaser has to be submitted/made available online on the SLA monitoring tool by the Successful Bidder to be mutually agreed upon by both parties.

7.18.2 Penalties:

- a) Inability of the Successful bidder to provide services at the service levels defined would result in breach of contract and would invoke this penalty clause. The proposed rate of penalty would be 0.5% of the total contract value per week subject to a maximum penalty of 10% of the Total Contract Value. In case the Penalty reaches to the maximum threshold i.e. 10% of the Total Contract Value, Purchaser reserves the right to forfeit the PBG. This will be in addition to the Penalty amount.
- b) Any damage caused to the reputation of the Purchaser or the Government of Punjab due to any mismanagement due to substance abuse or in the field operations handling or its execution by the Successful Bidder or its representatives, it will be liable to pay 5% of the Quarterly invoice for that specific Quarter to the Purchaser within 15 days or else Purchaser will take legal action against the Successful Bidder. Purchaser will decide whether to impose penalty or take legal action or to give warning or instruct the Successful bidder to remove such person immediately and provide replacement within 1 week. In this case, Decision of the Purchaser shall be final.
- c) If the Successful bidder after taking up the work leaves it incomplete/delayed due to any reason, the Purchaser will be at liberty to forfeit the EMD/PBG and blacklist the firm and any pending payments shall not be paid to the Successful Bidder.
- d) The Successful Bidder shall not be collecting any data during the currency of the contract. Privacy of citizen has to be adhered under Information technology Act, 2000 (including the amendments issued later) and other legal provisions that exists or come in future. Any breach in this shall be responsibility of Successful Bidder. Purchaser can initiate Legal action against Successful Bidder in case of any breach in this regard or can impose Penalty for the same. Decision of the Purchaser will be final in this case.

- e) Successful bidder has to ensure any work (complete or part off) under this contract cannot be sublet to any other organization. In case Successful bidder has to take help from any vendor due to extreme conditions, he has to take the approval for the same from the Purchaser.
- f) Some with regards to the delay is mentioned below:

S.N.	Activity	Deliverable	Target / Service Level	Penalty for delays beyond target level
1.	Submission of PBG	PBG	Within 15 days of release of the LOI	Rs. 10,000 per day subject to a maximum capping of Rs 1,50,000. Once the maximum capping is achieved, Purchaser reserves the right to forfeit the EMD and terminate the contract/blacklist the Successful Bidder.

g) **Penalty after Commissioning / Go Live Phase:** Following are the Service Levels Targets envisaged by the FCS&CA 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.

Note :

- The maximum penalty applicable on the Successful Bidder(s) shall not exceed 10% of the total contract value. In case if the total penalty applicable on the Successful Bidder exceeds 10% of the Total Contract Value, the Purchaser reserves the right to terminate the Contract with Successful Bidder or encash the Bank Guarantee or take any Legal action against the Successful Bidder.
- Only and only Administrative Secretary of the Department reserves the right to relax any of the condition(s) mentioned in the RFP document or waive of any penalty, if applicable for the Bidders/ Successful Bidder

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
[A] Centralised Helpdesk Facility							
1	Availability of Helpdesk services to FPS dealers to report incident/ log complaints	Availability of Helpdesk facility (over calls, SMSs emails, web portal and mobile application) during working hours on all working days during a month	No. of Hours	All seven days of week in a month from 9 AM to 6 PM	Facility not available for less than 1 Day (24 Hours)	Facility not available for 1-2 days (24-48 Hours)	Facility not available for more than 2 Days (>48 Hours)
[B] Client Site Support							
2	Resolution of the incident by bidder's technician /engineer reported by FPS Dealer/ Field Staff	The e-POS kits has to be installed at the various locations and must be fully operational, facilitating smooth functioning of the project. If any non-functionality/ loss of data connectivity/ paper roll availability etc. is reported in any part of the kit seriously affecting the business transaction, then the component/ kit has to be replaced	Average resolution Time	Within 24 hours of reporting at the Helpdesk, for replacing the component /kit and making it functional	>28 hours but <= 48 hours after incident is logged into the system	>48 hours but <= 60 hours after incident is logged into the system	More than 60 hours after incident is logged into the system

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
		with the spare kit for continuity or new software update has to be done					
[C] Scheduled downtime for Preventive Maintenance of installed & commissioned POS kits at FPS level							
3	Scheduled Downtime for preventive maintenance of PoS Kits	Scheduled Downtime for preventive maintenance if conducted on working Day (from 6AM to 9 PM)	Average Downtime if above scheduled downtime	Less than 2 Hours	Between 2 Hours to 4 Hours	Between 4 to 6 Hours	More than 6 Hours
[D] Remote Desktop based PoS Monitoring Facility for the Department							
4	Availability of Remote desktop based PoS Monitoring Software	Availability of Remote Desktop based PoS Monitoring Software/ Application during distribution cycle.	Availability during distribution cycle	Less than 8 hours per month except any planned software/hardware/network outage approved by FCS department between 6 AM to 10 PM	Between 8 hours to 16 hours per month except any planned software/hardware/network outage approved by FCS department availability between 6	Between 16 hours to 24 hours per month except any planned software/hardware/network outage approved by FCS department availability between 6 AM to 10 PM	More than 24 hours per month except any planned software/hardware/network outage approved by FCS department availability between 6 AM to 10

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
					AM to 10 PM		PM

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 kit at FPS level / kit 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 UIDAI application.
- Failure of components under the ownership of Vendor will not be considered as external factor.

In addition to the above-mentioned factors certain cases outside the control of the Bidder may hinder the process of monitoring the system downtime. For example: Switching Off of equipment before closing hours or during business hours, late switching on of equipment in the morning, etc. The Department after necessary approvals from competent authority, may decide on any such cases/situations which need to be taken into consideration for deciding the penalty while monitoring the system downtime during above-mentioned factors . The Department shall also take necessary corrective actions in these cases.

Penalties

The bidder(s) shall be paid total Quarterly payable in INR as per the services (i.e. performance, availability and percentage of card holders) provided to the tendered.

Note: Penalty, if any as per the table, would be deducted from the total Quarterly payable to the vendor after deducting Purchaser share after Project Go-live. Per quarterly penalty deduction shall be maximum 10% Quarterly payable amount. In case for continuously 2 Quarters if penalty exceeds the upper limit (i.e. 10%) than a show cause notice will be issued to the successful bidder and if the situations remains the same than the contract will terminated with the L1 vendor, PBG will be forfeited and vendor will blacklist by the Department.

All payments will be made subject to TDS (Tax deduction at Source) as per the Income- Tax Act, 1961 and other taxes if any as per Government of India rules.

GST will be as per prevailing rates. The successful bidder shall raise invoices (along with all supporting documents/ reports and online verification by Inspectors on the SLA monitoring tool), as per tender conditions. The department shall make efforts to release payments against all valid invoices within 30 days of receipt of invoice, subject to the satisfactory acceptance of the deliverables as per the scope of work and SLA reports submitted by the bidders for each task and availability of funds.

Breach of SLAs during operations and maintenance phase

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
1	Availability of Helpdesk Services	Availability of Helpdesk facility to FPS dealers (over calls, SMSs, web portal, mobile app and emails) 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 25,000 for first 24 hours
			Facility not available continuously for 24 Hours to 48 Hours	Medium	INR 40,000 between 24 to 48 hours
			Facility not available continuously for more than 48 Hours	High	INR 20,000 per 24 hours after 48 hours
2	Client Site Support – Resolution of the incident by vendor’s technician /engineer over call with FPS Dealer	The e-POS kit has to be installed at the various locations and must be fully operational, facilitating smooth functioning of the project. If any non-functionality/loss of data connectivity/paper roll availability etc. is reported in any part of the kit	Within 24 hours of reporting at the helpdesk, for replacing the component /kit and making it functional	None	No penalty
			>24 hours but <= 48 hours after incident is logged into the system	Low	INR 500 per incidence
			>48 hours but <= 60 hours after incident is logged into the system	Medium	INR 750 per incidence

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
		seriously affecting the business transaction, then the component/ kit has to be replaced with the spare kit for continuity or software/hardware update has to be done	More than 60 hours after incident is logged into the system	High	INR 1000 per incidence plus 500 for every 24 hours
3	Scheduled Downtime for preventive maintenance of PoS kits	Scheduled Downtime for preventive maintenance if conducted on working Day every month	Less than 2 Hours	None	No penalty
			Between 2 Hours to 4 Hours	Low	INR 20,000 per incidence
			Between 4 to 6 Hours	Medium	INR 35,000 per incidence
			More than 6 Hours	High	INR 50,000 per incidence
4	Availability of Remote Desktop PoS Monitoring Software / Facility for the F&CS Department	Availability of Remote Desktop PoS Monitoring except any planned software/hardware/ network outage approved by FCS department Software/ Application in a month	Less than 8 hours per month	None	No penalty
			Between 8 hours to 16 hours per month	Low	INR 25,000
			Between 16 hours to 24 hours per month	Medium	INR 50,000
			More than 24 hours per month	High	INR 75,000 and INR 5,000 after every 24 hours

7.19 Payment of Taxes:

The quoted rates/ offer should be inclusive of all applicable taxes. 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.

7.20 Bid Validity:

The bids submitted by the Bidders should be valid for a minimum period of 180 days from the date of opening of the Tender. However, the Department of Food Civil Supplies and Consumer Affairs reserves the right to extend or short close the Tender validity period if the situation warrants benefiting the Govt.

7.21 Initial Scrutiny:

Initial Bid scrutiny shall be conducted and incomplete details as given below will be treated as non-responsive if tenders are:

- a) Not submitted as per the procedure of submission of Bids as specified in the Tender
- b) Received without the Letter of Authorization
- c) Received without tender fee and EMD amount
- d) Are found with suppression of details with incomplete information, subjective, conditional offers, and partial offers
- e) Submitted without supporting documents as per the Pre-qualification Criteria and Evaluation Criteria
- f) Non-compliance with any of the clauses stipulated in the Tender
- g) Lesser validity period
- h) Conditional bid

All responsive Bids shall be considered for further evaluation. The decision of the purchaser will be final in this regard.

7.22 Suppression of Facts and Misleading Information:

- a) During the Bid evaluation, if any suppression or misrepresentation of facts is brought to the notice of the Department of Food, Civil Supplies and Consumer Affairs Punjab, the department shall have the right to reject the Bid and if after selection, the Department will terminate the contract, as the case may be, without any compensation to the Bidder and the EMD / PBG, shall be forfeited.
- b) Bidders should note that any figures in the proof documents submitted by the Bidders for proving eligibility are found suppressed or erased, the Department shall have the right to seek the correct facts and figures or reject such Bids.
- c) It is up to the Bidders to submit the full copies of the proof documents online to the Department of FCS&CA to meet out the criteria of the Tender. Otherwise, the Department at its discretion may or may not consider such documents.
- d) The Tender calls for full copies of documents online to prove the

Bidder's experience and capacity to undertake the project.

7.23 Letter of Acceptance:

- a) The final acceptance of the Tender is entirely vested with the Department of Food, Civil Supplies and Consumer Affairs Punjab who reserves the right to accept or reject any or all of the tenders in full or in parts without assigning any reason whatsoever. The Tender Accepting Authority may also reject all the tenders for reasons such as change in scope, specification, lack of anticipated financial resources, court orders, calamities, or any other unforeseen circumstances. After acceptance of the Tender by the Department, the Successful Bidder shall have no right to withdraw their tender or claim a higher price.
- b) After acceptance of the Tender by the Department, a Letter of Acceptance (LoA) will be issued to the Successful Bidder.

7.24 Performance Bank Guarantee:

- a) Successful Bidder shall submit Performance Bank Guarantee of an amount Five (5) percent of the contract value in the form of unconditional irrevocable Bank Guarantee valid for a period as specified in purchase/work order. The PBG shall be paid within 10 working days from the date of issue Letter of Intent (LoI) by the Department of Food Civil Supplies and Consumer Affairs.
- b) PBG against the work order issued thereby shall remain valid for a period of 180 (One hundred and eighty) days beyond the expiry of the contract. Whenever the contract is extended, the Successful bidder will have to extend the validity of PBG proportionately.
- c) Purchaser shall forfeit the Performance Security in full or in part in the following cases:
 - When the terms and conditions of contract are breached/ infringed.
 - When contract is being terminated due to non-performance of the Successful bidder.
 - The Purchaser incur any loss due to Successful bidder negligence in carrying out the project implementation as per the agreed terms & conditions.
- d) The PBG shall be forfeited if the Successful Bidder withdraws the Bid during the period of contract.

7.25 Execution of Contract:

- a) The Successful Bidder should execute a Contract on INR 100 non- judicial Stamp Paper (bought in the name of the Successful bidder within fourteen days from the date of Letter of Intent issued by Department of Food Civil Supplies and Consumer Affairs Punjab with such changes/modifications as may be indicated by the Department at the time of execution on receipt of confirmation from Department).
- b) In exceptional circumstances, on request of the successful bidder in writing for extension, Department reserve the right to grant an extension

for appropriate period after getting satisfied with the reasons given.

- c) The Successful Bidder shall not assign or makeover the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Department of Food, Civil Supplies and Consumer Affairs Punjab. The Department reserves its right to cancel the work order either in part or full if these conditions are violated. If the Successful Bidder fails to execute the agreement, the PBG of the Successful Bidder will be forfeited, and their tender will be held as non-responsive.
- d) The expenses incidental to the execution of the agreement shall be borne by the Successful Bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions shall entail termination of the contract without prejudice to the rights of the Department and the Department also have the right to recover any consequential losses from the Successful Bidder.

7.26 Signing of the Agreement:

The successful bidder shall sign of the agreement with the purchaser with in 4 days of the submission of performance bank guarantee. After signing of the contract, no variation or modification in the term of contract shall be made except by mutual written amendment signed by both the Parties.

7.27 Release of EMD:

If the Successful Bidder submits PBG of the stipulated value in full by way of Bank Guarantee, the EMD will be refunded after signing the Contract/ Agreement between Successful Bidder and Department of Food Civil Supplies and Consumer Affairs Punjab. The EMD amount of the Unsuccessful Bidder will be auto-refunded after the finalization of the Successful Bidder. In case, on failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.

7.28 Termination of contract:

7.28.1 Termination Contract for Default

The Purchaser without prejudice to any other remedy for breach of Contract, by a written notice of not less than 30 (Thirty) days sent to the Successful Bidder may terminate the Contract/ blacklist in whole or in part for any of the following reasons:

1. If the Successful Bidder fails to deliver and perform any or all the Services within the period(s) specified in the Contract, or within any extension thereof granted by the Purchaser; or
2. If the Successful Bidder fails to bid or respond for three consecutive bids given by the purchaser without assigning any satisfactory reason to purchaser in writing or on email; or
3. If the Successful Bidder fails to perform any other obligation(s) under the contract; or

4. Laxity in adherence to standards laid down by the Purchaser; or
5. Discrepancies/deviations in the agreed processes and/or Services; or
6. Violations of terms and conditions stipulated in this RFP.
 - a) In the event the Purchaser terminates the Contract in whole or in part for the breaches attributable to the Successful Bidder, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the respective Successful Bidder shall be liable to the Purchaser for any increase in cost for such similar services. However, the Successful Bidder shall continue performance of the Contract to the extent not terminated.
 - b) The Purchaser right to terminate the Contract will be in addition to the penalties/ liquidated damages and other actions as deemed fit.
 - c) In the event of failure of the Successful Bidder to render the Services or in the event of termination of agreement or expiry of term or otherwise, without prejudice to any other right, the Purchaser at its sole discretion may make alternate arrangement for getting the services contracted with another Successful Bidder. In such case, the Purchaser shall give prior notice to the existing Successful Bidder. The existing Successful Bidder shall continue to provide services as per the terms of contract until a 'New Service Provider'/ Successful Bidder completely takes over the work. During the transition phase, the existing Successful Bidder shall render all reasonable assistance to the new Successful Bidder within such period prescribed by the Purchaser, at no extra cost, for ensuring smooth switch over and continuity of services. If existing Successful Bidder is in breach of this obligation, they shall be liable for paying a penalty as provided in Penalty Section of this document, which may be settled from the payment of invoices or PBG for the contracted period or by invocation of Performance Bank Guarantee.

7.28.2 Termination of contract for Convenience

The Purchaser may at any time terminate the Contract for any reason by giving 1 month written notice to the Successful Bidder, a notice of termination that refers to this clause.

Upon receipt of the notice of termination under this clause, the Delivery Partner shall either as soon as reasonably practical or upon the date specified in the notice of termination cease all further work, except for such work as the Purchaser may specify in the notice of termination for the sole purpose of protecting that part of the services already executed, or any work required to leave the site in a clean and safe condition. In such case provisions under Exit Management clause of this RFP shall apply.

7.28.3 Termination of contract for Insolvency, Dissolution, etc.

Purchaser may at any time terminate the Contract by giving written notice of 30 days to the Successful Bidder, if the concerned "Successful Bidder" becomes bankrupt or otherwise insolvent or in case of dissolution of firm/company or winding up of firm/company. In this event, termination will be without compensation to the "Successful Bidder" provided that

such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to purchaser. In such case provisions under Exit Management clause of this RFP shall apply.

7.29 Rejection Criteria:

Besides other terms & conditions highlighted in the Tender, bids may be rejected under the following circumstances

- a) Bids submitted without or improper Tender fee and EMD
- b) Bids received through Telegraphic/ Fax/E-Mail/ Hard copies except, wherever required.
- c) Bids that do not conform to the unconditional validity of the bids as prescribed in the TENDER.
- d) If the information provided by the Bidder is found to be incorrect/ misleading at any stage/time during the Tendering Process
- e) Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison, or contract award decisions
- f) Bids received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser
- g) Bids without authority to sign any document
- h) Technical Bid containing financial details.
- i) Re-elevation of Prices in any form or by any reason before the opening of the Financial Bids
- j) Failure to furnish all information mentioned in the Tender or submission of a bid is not substantially responsive to the Tender in every respect.
- k) Bidders not quoting for the complete scope of work as indicated in the tender, addendum (if any), and any subsequent information given to the successful Bidder.
- l) The Bidder not conforming to the unconditional acceptance of full responsibility of providing services and Scope of work of this Tender.
- m) If the bid does not conform to the timelines indicated in the Tender.
- n) Financial Bids that do not conform to the Tenders' financial bid format
- o) If there is an arithmetic discrepancy in the financial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.
- p) Aggressively lower or higher quoted rates.

7.30 Exit Management Plan:

- a) This clause sets out the provisions which shall apply upon completion of the contract period or the termination of the contract for default by the successful bidder. An Exit Management plan shall be furnished by the successful bidder in writing to the Department 90 days before completion of the contract period or termination of the contract for default of the successful bidder, which shall deal with at least the following aspects of exit management concerning the contract as a whole and about the Project Implementation and Service Level monitoring.
 - i. A detailed program of the transfer process that could be used in conjunction with a replacement bidder/vendor including details of the means to be used to ensure the continuing provision of the services

- throughout the transfer process, or until the cessation of the services and of the management structure to be used during the transfer phase;
- ii. Plans for the provision of contingent support to Project and Replacement bidder/vendor for a reasonable period after the transfer.
- iii. Exit Management plan in case of normal termination of the contract period
- iv. Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- v. Exit Management plan in case of termination of the successful bidder

b) Exit Management plan at the minimum adhere to the following:

- i. Three (3) months of support to Replacement bidder/vendor post-termination of the Contract
- ii. Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, source codes of complaint management and SLA monitoring tool, user manuals, guides, change requests, any reports, documents, and other relevant items, etc. to the Replacement bidder/ vendor.
- iii. Certificate of Acceptance from an authorized representative of Replacement successful bidder issued to the successful bidder on successful completion of handover and knowledge transfer
- iv. In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Vendor and Purchaser shall comply with the Exit Management Plan.
- v. During the exit management period, the Vendor shall use its best efforts to deliver the services
- vi. Transfer of Assets
 - a. The Purchaser during the Project Implementation Phase and Operation and Management Phase is entitled to serve notice in writing on the bidder at any time during the exit management period as detailed hereinabove requiring the bidder to provide the Purchaser or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice upon service of a notice.
 - b. The System Integrator and any individual assigned for the performance of the services under this clause must handover or cause to be handed over all Confidential Information and all other related materials in its possession.
 - c. Technology delivered to the Purchaser during the contract term or on expiry of the contract duration must not be sold or re-used or copied or transferred by Vendor to other locations apart from the locations mentioned in the RFP without prior written notice and approval of the department.
 - d. SI shall be responsible to transfer all project components (ePoS Kits, software and peripheral) deployed in the FPS, they shall remain property of Purchaser.
 - e. All documents including project documentations etc. used by SI for the Food and Civil Supplies department shall be transferred to DFCS&CA.
 - f. PDS server hardware delivered during the course of Project shall

become legal property of DFCS&CA at the time of exit. SI shall transfer all warranty and other paperwork including original invoices to DFCS&CA.

SECTION -8 Annexures

Annexure-I- Technical-Qualification criteria Check List

SN	Eligibility Criteria	Supporting documents
1.	<p>Bidder should be either:</p> <ul style="list-style-type: none"> • A company registered under the Indian Companies Act, 2013 / 1956 OR • A partnership firm registered under the Limited Liability Partnerships (LLP) Act, 2008 OR • A partnership firm registered under the Indian Partnership Act, 1932 OR • Joint Venture/ Consortium with maximum of 3 partners is allowed provided that each Partner/ member must have at least 26% share, which shall be maintained till the currency of the contract. <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Any relevant document to prove that the Bidder is a legal entity like Certificate of Incorporation, Certificate of Registration, Partnership deed, etc.</p> <p>Note: In case of a Joint Venture/ Consortium, a copy of Memorandum of Understanding (MoU) executed by the Consortium/JV members along with the complete details of the members of the Consortium/JV, roles and responsibilities, financial division, contractual obligations, their technical expertise etc. shall be supplied.</p>
2.	<p>The Bidder must have successfully completed similar works with order quantity not less than 8500 devices (Single work order or cumulative work orders) during the last 7 financial years i.e. (2016-17, 2017-18, 2018-19, 2019-20, 2020-21, 2021-22, 2022-23) in any of the Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies/ Private Company.</p> <p>Note: Shall be applicable for any of the member of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Work order copy along with the completion certificate confirming year, quantity and area of activity</p> <p>AND</p> <p>Annexure IX duly filled by the bidder.</p> <p>Note:</p> <p>a) Completion, in this context, refers to projects or ongoing works where the delivered quantity meets or exceeds the criteria defined in the technical cum eligibility criteria. Furthermore, the bidder must have received at least one payment against the submitted work order for it to be considered completed.</p>

SN	Eligibility Criteria	Supporting documents
		<p>b) In case OEM has the experience with the Private Company, supporting document must be submitted establishing the relationship that these devices were further used for project of Government bodies i.e. Central Department/ Ministry/ State Government/ UT/ PSUs/Banks/ Statutory bodies only. In this case Work Order/ Agreement copy along with client certificate needs to be submitted to the Purchaser.</p>
3.	<p>Bidder should have minimum annual average turnover of Rs. 20 crore (Twenty Crore only) for last 3 Financial Years i.e. 2019-20, 2020-21 and 2021-22 for which Bidder's accounts have been audited.</p> <p>Note: Shall be applicable for Lead Consortium/Joint Venture Member in case of Consortium/Joint Venture</p>	<ul style="list-style-type: none"> • Audited Financial Statements OR • Certificate from statutory auditors clearly certifying the turnover requirements as per format defined in Annexure XVI AND • UDIN
4.	<p>The Bidder should have positive net worth and should be a profit-making company for each of the last three audited financial years for which average annual turnover shall be evaluated i.e. 2019-20, 2020-21 and 2021-22.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	<p>Certificate duly signed by statutory auditor / CA of the Bidder confirming the net-worth as per format defined in Annexure XVII</p>
5.	<p>The Bidder should have a local office located in Punjab or it shall have give an undertaking that it will setup an office in the State of Punjab in 3 weeks (21 days) from the date of issuance of LOI.</p>	<p>Authorization letter with office address or a declaration by Authorized Signatory to open Local office within 21 days of issuance of LoI.</p> <p>Format attached at Annexure XIII</p>
6.	<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>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of</p>	<p>Notarized Affidavit on Stamp Paper of INR 100/- Format attached at Annexure X</p>

SN	Eligibility Criteria	Supporting documents
	Consortium/Joint Venture.	
7.	<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.</p> <p>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.</p>	Self Declaration as per Format XVIII
8.	<p>The Bidder should have valid GST registration certificate and PAN in the name of Bidder.</p> <p>Note: Shall be applicable for all members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	Self-certified copy of relevant valid certificates
9.	The Bidder must ensure to deposit the RFP document fees and EMD	Any relevant proof
10.	The signatory signing the bid on behalf of the Bidder should be duly authorized by the Board of Directors / Partners of the Bidder to sign the bid on their behalf.	Authorization letter Format attached at Annexure - XV
11.	<p>The Bidder shall be manufacturer or authorized distributor/ reseller of the OEM for Aadhaar enabled ePoS devices and/or IRIS.</p> <p>Note: Shall be applicable for any of the members of the Consortium/Joint Venture in case of Consortium/Joint Venture</p>	Individual MAF to be submitted in case bidder is an Authorized distributor/ reseller of the OEM as per the enclosed format on Annexure-XI for products such as epos device, iris scanner and finger print scanner.
12.	The vendor's biometric authentication device (Fingerprint Scanner & IRIS) being proposed shall be STQC certified as per the UIDAI guidelines (as on the last date of submission of bid) and RD certified by UIDAI .	Copy of all the 4 certificates i.e. STQC certificate for both finger print and Iris Scanners. In addition, Registered device certificate issued by UIDAI for both the devices.
13.	Bidder shall ensure that the biometric devices proposed shall be supplied along with minimum 5 years of validity of RD service by OEM. The Successful Bidder shall extend all technical support for RD services through OEM even after the expiry of the contract for such periods as decided by the Department on mutually agreed terms and conditions.	Self-Declaration on the letter head of the Company

SN	Eligibility Criteria	Supporting documents
14.	Scanned copy of this RFP document, corrigendum (if any), clarification issued by Purchaser, 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.	Signed and stamped copy of the RFP by the authorized signatory.
15.	The Bidder must ensure compliance to all the specifications of the ePoS kits defined in Annexure XIV	Self-Declaration of the compliance to all the specification of the ePos kit
16.	Live Demo of epos kit which will be supplied by bidder as per the specification mentioned in RFP.	

Annexure-II - Bid Cover Letter (To be submitted on Letter Head)

To

Subject: Bid for Selection of the vendor to supply, install, maintain ePoS kits and develop integrate software to Implement Aadhaar enabled Public Distribution System in Punjab by Food, Civil Supplies & Consumer Affairs Department Punjab.

Dear Sir,

With reference to your TENDER Document dated, I/We, having examined all relevant documents and understood their contents, hereby submit our bid for Implementing Aadhaar based FPS Automation System in the State of Punjab
The Proposal is unconditional and unqualified.

- a. All information provided in the bid and the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- b. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- c. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- d. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any bid that you may receive nor to select the agency, without incurring any liability to the Bidders
- e. I/We to the best of our knowledge certify that we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offense that outrages the moral sense of the community.
- f. I/We to the best of our knowledge further certify that concerning matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Govt. or convicted by a Court of Law for any offense committed by us or by any of our Associates.
- g. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any

decision taken by the Authority and/ or the Govt. of India in connection with the selection of agency or in connection with the Selection Process itself in respect of the above mentioned Project.

- h. I/We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, shall I/We have any claim or right of whatsoever nature if my or our Proposal is not opened or rejected.
- i. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the TENDER.
- j. I/We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, I/We submit Proposal under and in accordance with the terms of the tender document.

Yours faithfully,
(Signature, name and designation of the authorized signatory)
(Name and seal of the firm)

Annexure-III - Profile of the Bidder

Sr. No.	Particulars	Documentary proof submitted for the compliance as applicable along with the page No. reference
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Registered Company)	
4.	Registered Office Address	
	Office Telephone Number	
	Fax Number	
5.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
6.	Local presence at Punjab	
	Telegraphic Address	
	Office Telephone Number	
	Fax Number	
7.	Contact Person	
	Name	
	Personal Telephone Number	
	Email Address	
8.	Registration Details	
	Permanent Account Number	
	GSTN Registration Number	
9.	Banker's Name, Address and Account Number	
10.	Certificate of Incorporation	

Annexure-IV - Declaration of Acceptance of Tender Terms & Conditions

To,

Dear Sir,

I/we have carefully gone through the Terms & Conditions contained in the TENDER document [Tender Ref No.....] regarding –Bid for Selection of the vendor to supply, install, maintain ePoS kits and develop/ integrated software to Implement Aadhaar enabled Public Distribution System in Punjab by Food, Civil Supplies & Consumer Affairs Department 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:**

Annexure-V - Financial Bid Letter

To,

Subject: Bid for Selection of the vendor to supply, install, maintain ePoS Kits and develop/ integrate software to Implement Aadhaar enabled Public Distribution System in Punjab by Food, Civil Supplies & Consumer Affairs Department Punjab.

Reference: Tender Ref No:

Sir/ Madam,

I/ We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Bid for Selection of the vendor to supply, install, maintain ePoS kits and develop/ integrate software to Implement Aadhaar enabled Public Distribution System in Punjab by Food, Civil Supplies & Consumer Affairs Department Punjab. I/ We do hereby propose to provide services as specified in the Tender document number _____

a) Price and Validity

All the prices mentioned in our Tender are in accordance with the terms as specified in the Tender documents. Charges will be valid for the entire contract period and during the extended period on mutual consent basis (If extended)

b) Unit Rates

I/we have indicated in the relevant schedules enclosed the unit rates for/on account of payment under the scope of the work contract.

c) Deviations

I/we declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further I/we agree that additional conditions, if any, found in the Tender documents, other than those stated in the deviation schedule, shall not be given effect to.

d) Tender Pricing

I/we further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

e) Qualifying Data

I/we confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

f) Bid Price

I/we declare that our Bid Price is for the entire scope of the work as specified in the Tender documents. These prices are indicated as per the format provided with this Tender as part of the Tender.

g) Performance Bank Guarantee

I/we hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee as described in this tender

I/we hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

I/we understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

I/we confirm that no deviations are attached herewith this financial offer.
Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name Designation

Seal Date: Business Address

Annexure-VI - Technical Bid Letter

To,

Subject: Bid for Selection of the vendor to supply, install, maintain ePoS kits and develop/integrate software to Implement Aadhaar enabled Public Distribution System in Punjab by Food, Civil Supplies & Consumer Affairs Department Punjab.

Reference: Tender Ref No:

Sir/ Madam,

I/we, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide the services as specified in the tender document number..... along with the following:

Earnest Money Deposit (EMD)

I/we have online deposited an EMD in favor of Director, Food Civil Supplies and Consumer Affairs, Punjab, for the sum of INR 1,50,00,000/- (Rupees One Crore fifty Lakhs only). This EMD is liable to be forfeited in accordance with the provisions of the tender document - General conditions of the contract.

Performance Bank Guarantee

I/we hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as described in this tender i.e. @ 5 % of the contract value.

Bid Validity Period:

I/we agree to abide by this bid for a period of 180 days after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

I/we hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

I/we understand that our bid is binding on us and that you are not bound to accept a bid you receive.

Thanking you, Yours faithfully,

(Signature of the Bidder) Name

Designation Business Address:

Annexure-VII - Technical Compliance

(To be submitted in Bidder's letterhead)

It is to certify that we have carefully read and 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**

Annexure-VIII - Financial Bid Format

(To be submitted online only)

I/We agree that our financial offer is as per the Terms & Condition mentioned in the Tender. Further we undertake that

- Price will be valid for the entire contract period.
- The comprehensive five-year warranty shall cover the spares, service charges, all taxes, etc.

Yours faithfully,

(Signature, name, and designation of the authorized signatory)

Sr. No.	Item Description	Cost of one ePoS Kit along with all the services as defined in the Item Description for a period of 5 years from date of Go-Live (Inclusive of all taxes and levies)
	1	2
1.	Cost per ePoS kit including delivery and installation/ commissioning cost, application integration with NIC software, Maintenance, up-gradation ensuring seamless network connectivity, imparting block wise training to FPS holders including all manuals, deploying of manpower, deploying of ePoS complaint software along with SLA monitoring tool for calculation of Penalty and quarterly payments, Running helpline for ePoS related queries, paper rolls for printer as per requirement and other services for ePoS kit including all the Consumables as mentioned in the RFP document for a period of 5 years from the date of Go-Live.	

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 FPS automation project roll-out will be throughout State with approx. 17000 FPS.

Note 3: The rates mentioned above should include the cost of technical support, manpower resources, and any buffer ePoS required for uptime.

Note 4: Quantities mentioned in the above table 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 5: Tender/ work will be awarded to the L1 bidder after completion of all codal formalities as per the conditions of the tender document.

Note 6: In the event that there are 2 or more bidders having the same value in the financial bid, the bidder having the highest average annual turnover as per the technical bid submitted shall be given preference for engagement and will be declared as L1

Instructions to fill the Financial Bid:

- 1 Bidder should provide all prices as per the prescribed format under this Annexure. The bidder should not leave any field blank.
- 2 The rates quoted should be inclusive of all/ applicable taxes and levies.
- 3 All the prices are to be entered in Indian Rupees ONLY (% age values are not allowed)
- 4 The financial bid should be uploaded online in a specific BOQ to the department.
- 5 Rates mentioned should include the cost of technical support, manpower resources, and maintaining of adequate number of ePoS kits to maintain the desired uptime.
- 6 The mentioned approximate quantity of ePoS Kits may vary. All payments would be made only towards the actual number of ePoS Kits made Live.

Note 1 : The L1 bidder will be decided based on the lowest rate and tender will be awarded after completion of all formalities

Note 2: In case the L1 bidder fails to implement the assigned project, the department reserves the right to offer the L2 bidder and so on to initiate the work strictly at the L1 rates.

Annexure-IX - Project Experience

Sr. 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.	Type of Project	

Annexure-X – Declaration Pro format (Notarized affidavit on stamp paper of Rs. 100/-)

To,

Subject: 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:**

Annexure-XI - Manufacturer Authorization Form (MAF)

To

Date

Sir,

I/ we hereby authorize M/s_____to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender Ref No: _____for the (type the Description of goods) developed by us. I/ we hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

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

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

In case of violation of any of the conditions above, I/We understand that I/We are liable to be blacklisted by the Department of Food Civil Supplies and Consumer Affairs for a period of five years.

(Signature)

Annexure-XII – Format of Consortium /Joint Venture Agreement to be entered amongst all Members of a Bidding Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution, duly signed on each page. Foreign entities submitting Bid are required to follow the applicable law in their country.]

FORM OF Consortium /Joint Venture AGREEMENT BETWEEN

M/s..... M/s..... AND M/s.
..... for bidding for Tender No. [Tender Details] (The “RFP”) dated [Date].

1. **THIS Consortium /Joint Venture Agreement** (hereinafter referred to as “Agreement”) executed on this..... [Date] day of [Month] [year] between
2. M/s., a company incorporated under the laws of..... and having its Registered Office at....., [CIN No._____] (hereinafter called “**Party 1,**” or “**Lead Consortium /Joint Venture Member**” which expression shall include its successors, executors and permitted assigns);
3. M/s., a company incorporated under the laws of..... and having its Registered Office at [CIN No._____] (hereinafter called “**Party 2,**” which expression shall include its successors, executors and permitted assigns);

[The Bidding Consortium /Joint Venture should list the name, address of its registered office and other details of all the Consortium /Joint Venture Members above.]

WHEREAS the Parties above named are entering into this Consortium /Joint Venture Agreement for the purpose of submitting the Bid in response to the RFP and in the event of selection as Successful Bidder to comply with the requirements as specified in the RFP and ensure installation, integration & maintenance of the ePoS Kits under PDS Contract as may be required to be entered into with Department of Food Civil Supplies and Consumer Affairs, Punjab (DFCS&CA).

Party 1, Party 2 are hereinafter collectively referred to as the “Parties” and individually as a “Party.

WHEREAS the RFP stipulates that the Bidders applying as a Bidding Consortium /Joint Venture shall submit a legally enforceable Consortium /Joint Venture Agreement in a format specified in the RFP, whereby each Consortium /Joint Venture Member undertakes to be liable for its Roles and Responsibilities, provide necessary guarantees and pay required fees as required as per the provisions of the RFP, as specified herein.

WHEREAS any capitalized term in this Agreement shall have the meaning ascribed to such term in the RFP document.

NOW THEREFORE, THIS AGREEMENT WITNESSTH AS UNDER:

In consideration of the above premises and agreement all the Parties in this Consortium /Joint

Venture do hereby mutually agree as follows:

1 In consideration of the selection of the Consortium /Joint Venture as the Bidding Consortium /Joint Venture by DFCS&CA, we the Members of the Consortium /Joint Venture and Parties to the Consortium /Joint Venture Agreement do hereby unequivocally agree that M/s..... [Insert name of the Lead Member], shall act as the Lead Member as defined in the RFP for self and agent for and on behalf of M/s., and M/s. [The names of all the other Members of the Consortium /Joint Venture to be filled in here].

2 The Lead Consortium /Joint Venture Member is hereby authorized by the Members of Consortium /Joint Venture and Parties to the Consortium /Joint Venture Agreement to bind the Consortium /Joint Venture and receive instructions for and on behalf of all Members. The Roles and Responsibilities of all other members shall be as per the Annexure to this Agreement. In the event the Consortium /Joint Venture is selected pursuant to the Bidding Process, the shareholding of all each of the Consortium /Joint Venture Members in the installation, integration & maintenance of the ePoS Kits under PDS shall be as under:

S. No	Name of the Bidding Company/Member in case of a Bidding Consortium	Name of the Company investing in the equity of the bidder	Relationship with Sole Bidder/ Member of the Bidding Consortium	% of equity participation in the bidder
1.	Lead Consortium /Joint Venture Members			(Not Less than 26%)
2.	Consortium /Joint Venture Member 1			(Not Less than 26%)
3.	Consortium /Joint Venture Member 2			(Not Less than 26%)

* In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall take prior permission from DFCS&CA and declare shareholding pattern of such Affiliate(s) / Parent Company / Ultimate Parent Company and provide documentary evidence to demonstrate relationship between the Bidder and the Affiliate(s) / Parent Company / Ultimate Parent Company. These documentary evidence could be, but not limited to, demat account statement(s) / Registrar of Companies' (ROC) certification / share registry book, etc. duly certified by Company Secretary.

3 Each Consortium /Joint Venture Member undertakes to be individually liable for the performance of its part of the Roles and Responsibilities without in any way limiting the scope of collective liability envisaged in this Agreement in order to meet the requirements and obligations of the RFP. The Lead Consortium /Joint Venture Member shall be liable and responsible for ensuring

the individual and collective commitment of each of the Members of the Consortium /Joint Venture in discharging all their respective Roles and Responsibilities.

- 4 In case of any breach of any of the commitment as specified under this Agreement by any of the Consortium /Joint Venture Members, the Lead Consortium /Joint Venture Member of the Consortium /Joint Venture shall be liable to meet the obligations as defined under the RFP.
- 5 Except as specified in the Agreement, it is agreed that sharing of responsibilities as aforesaid and obligations thereto shall not in any way be a limitation of responsibility of the Lead Member or any other Consortium /Joint Venture member under these presents.
- 6 The Members expressly agree to adhere to all the terms and conditions of the RFP and confirm that they don' t have any Conflict of Interest (as defined in the RFP).
- 7 This Consortium /Joint Venture Agreement shall be construed and interpreted in accordance with the Laws of India and Courts at [Place] shall have the exclusive jurisdiction in all matters relating thereto and arising there under.
- 8 It is hereby agreed that the Lead Consortium /Joint Venture Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Consortium.
- 9 It is hereby agreed that in case of selection of Bidding Consortium /Joint Venture as the installation, integration & maintenance of the ePoS Kits under PDS, the Parties to this Consortium /Joint Venture Agreement do hereby agree that they shall furnish the Performance Security and other commitments to DFCS&CA as stipulated in the RFP and installation, integration & maintenance of the ePoS Kits under PDS Contract. The Lead Member shall be responsible for ensuring the submission of the Performance Security and other commitments on behalf of all the Consortium /Joint Venture Members.
- 10 It is further expressly agreed that the Consortium /Joint Venture Agreement shall be irrevocable and, shall remain valid over the term of the Project//work awarded by DFCS&CA, unless expressly agreed to the contrary by DFCS&CA.
- 11 The Lead Consortium /Joint Venture Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the Consortium /Joint Venture Members respectively from time to time in response to the RFP for the purposes of the Bid. The representation by the Lead Member shall be deemed to be on behalf of and binding on all members of the Consortium.
- 12 It is expressly understood and agreed between the Members of the Consortium /Joint Venture and Parties that the responsibilities and obligations of each of the Members shall be as annexed in **Annexure-A** forming integral part of this Agreement. It is further agreed by the

Members that the sharing of responsibilities and obligations shall not in any way be a limitation of responsibilities and liabilities of the Members, with regards to all matters relating to the execution of the Bid and implementation of the Project envisaged in the RFP Documents.

- 13 It is clearly agreed that the Lead Consortium /Joint Venture Member shall ensure performance indicated in the RFP. In the event one or more Consortium /Joint Venture Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Consortium /Joint Venture Members.
- 14 It is hereby expressly agreed between the Parties to this Consortium /Joint Venture Agreement that neither Party shall assign or delegate or subcontract its rights, duties or obligations under this Agreement to any person or entity except with prior written consent of DFCS&CA.
- 15 Notwithstanding anything stated herein, it is agreed that all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable to comply the terms of contract/tender terms. That all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable for any breach to terms of contract and shall liable to compensate DFCS&CA, in full, including the cost/expenses incurred for getting the work done through third party vendor. That all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable to indemnify DFCS&CA from all losses/penalties/compensation/liabilities arising/relating to the award/execution of work under contract by consortium.
- 16 This Consortium /Joint Venture Agreement:
 - a) has been duly executed and delivered on behalf of each Party hereto and constitutes the legal, valid, binding and enforceable obligation of each such Party;
 - b) sets forth the entire understanding of the Parties hereto with respect to the subject matter hereof; and
 - c) may not be amended or modified except in writing signed by each of the Parties and with prior written consent of DFCS&CA.

Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated.....	For M/s. (Party 1) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
Witness 1 [Signature of Witness 1] Name: Designation:	Witness 2 [Signature of Witness 1] Name: Designation:

..	
N. Common Seal of has been affixed in my/ our presence pursuant to Board Resolution dated.....	For M/s. (Party N) [Signature of Authorized Representative] [Name of the Authorized Representative] [Designation of the Authorized Representative]
N.1. Witness 1 [Signature of Witness 1] Name: Designation:	N.2. Witness 2 [Signature of Witness 1] Name: Designation:

Annexure-A

Role and Responsibility of each Member of the Consortium:

1. Roles and Responsibilities of the Party 1 (Lead Consortium /Joint Venture Member):
2. Roles and Responsibilities of the Party 2

Format of Power of Attorney by Consortium /Joint Venture Member in favour of Lead Consortium /Joint Venture Member

[To be provided by each Consortium /Joint Venture Member (other than the Lead Consortium /Joint Venture Member) in favor of the Lead Consortium /Joint Venture Member]

WHEREAS [DFCS&CA] has issued for Tender No. [Tender Details] (the “RFP”) dated [Date] for inviting Bids in respect of Appointment for installation, integration & maintenance of the ePoS Kits under PDS on the terms & conditions contained in the RFP;

WHEREAS M/s....., M/s. and M/s. [Insert names of all Members of Consortium] the Members of the Consortium /Joint Venture are desirous of submitting a Bid in response to the RFP, and if selected, undertaking the responsibility of implementing the Project as per the terms of the RFP;

WHEREAS all the Members of the Consortium /Joint Venture have agreed under the Consortium /Joint Venture Agreement dated (The “Consortium /Joint Venture Agreement”), entered into between all the Members and submitted along with the Bid to appoint [Insert the name and address of the Lead Consortium /Joint Venture Member] as Lead Consortium /Joint Venture Member to represent all the Members of the Consortium /Joint Venture for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RFP and the Consortium /Joint Venture Agreement, we, the Members of the Consortium /Joint Venture hereby designate M/s [Insert name of the Lead Member] as the Lead Consortium /Joint Venture Member to represent us in all matters regarding the Bid and the RFP, in the manner stated below:-

Know all men by these presents, we [Insert name and address of the registered office of the Member 1], [Insert name and address of the registered office of the Member 2], [Insert name and address of the registered office of the Member n] do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Consortium /Joint Venture Member], which is one of the Members of the Consortium, to act as the Lead Member and our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of Consortium’ s Bid in response to the RFP issued by DFCS&CA including signing and submission of the Bid and all documents related to the Bid as specified in the RFP, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document, which DFCS&CA may require us to submit. The aforesaid attorney is further authorized for making representations to DFCS&CA named in the RFP, and providing information / responses to DFCS&CA, representing us and the Consortium /Joint Venture in all matters before DFCS&CA named in the RFP, and generally dealing with DFCS&CA named in the RFP in all matters in connection with our Bid, till completion of the bidding process as well as implementation of the Project, if applicable, in accordance with the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by

our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

We, as Members of the Consortium, hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named [Insert the name of the executants Consortium /Joint Venture Member] **through the hand of** Mr./ Ms./ Dr. **duly authorized by the Board to issue such Power of Attorney dated this** ... **day of**.....

Accepted

..... (Signature of Attorney)
[Insert Name, designation and address of the Attorney]

Attested

..... (Signature of the executant)
(Name, designation and address of the executant)
.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....

1. WITNESS1. (Signature) Name
.....
Designation.....

2. WITNESS2.....(Signature)
Name
Designation.....

Notes

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favor of the person executing this power of attorney for delegation of power here under on behalf of the executant(s).

Format of Power of Attorney by Lead Consortium /Joint Venture Member / Sole Bidder authorizing an Individual Designated Representative for the Consortium

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 100/-) or appropriate value as per Stamp Act relevant to place of execution. Foreign companies submitting Bids are required to follow the applicable law in their country.]

Know all men by these presents, we[Insert name and address of the registered office of the Lead Consortium /Joint Venture Member of the Bidding Consortium/ Sole Bidder] do hereby constitute, appoint, nominate and authorize Mr./Ms.

..... [Insert name and residential address], who is presently employed with us and holding the position of as our true and lawful attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Bid in response to Tender No. [Tender Details] for Appointment of vendor for ensure installation, integration & maintenance of the ePoS Kits under PDS (the “Project”) issued by [DFCS&CA], including signing and submission of the Bid and all other documents related to the Bid, including but not limited to undertakings, letters, certificates, acceptances, clarifications, guarantees or any other document which DFCS&CA may require us to submit. The aforesaid attorney is further authorized for making representations to DFCS&CA, and providing information / responses to DFCS&CA, representing us in all matters before DFCS&CA, and generally dealing with DFCS&CA in all matters in connection with our Bid till the completion of the bidding process as per the terms of the RFP.

We hereby agree to ratify all acts, deeds and things done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall be binding on us and shall always be deemed to have been done by us.

All the terms used herein but not defined shall have the meaning ascribed to such terms under the RFP.

Signed by the within named..... [Insert the name of the executant company] through the hand of Mr./ Mrs.duly authorized by the Board to issue such Power of Attorney dated this day of

Accepted

..... (Signature of Attorney)

[Insert Name, designation and address of the Attorney]

Attested

.....(Signature of the executant)

(Name, designation and address of the executant)

.....

Signature and stamp of Notary of the place of execution

Common seal of has been affixed in my/our presence pursuant to Board of Director’s Resolution dated.....

1. WITNESS 1. (Signature)

Name

Designation.....

2. WITNESS 2. (Signature) Name

.....

Designation.....

Notes:

- a. The mode of execution of the power of attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s).
- b. In the event, power of attorney has been executed outside India, the same needs to be duly notarized by a notary public of the jurisdiction where it is executed.
- c. Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a Board resolution / power of attorney, in favour of the person executing this power of attorney for delegation of power hereunder on behalf of the executant(s).

Format of Letter of Consent by Sole Bidder/ Consortium /Joint Venture Member reviewing each element of the Bid

[On the letter head of Sole Bidder/ each Member of the Consortium /Joint Venture including Lead Member]

[Reference No.] From:

[Address of the Lead Consortium /Joint Venture Member/ Sole Bidder] [Telephone No., Fax No., Email]

[Date]

To: [DFCS&CA]

[Address]

Sub: Engagement of Service Provider for installation, integration & maintenance of the ePoS Kits under PDS in the State of Punjab

Ref: [Tender Details]

Dear Sir/ Madam,

We,.....[Insert name of the undersigned Sole Bidder/ Consortium /Joint Venture Member] Sole Bidder/ Member of Consortium /Joint Venture and Lead by..... [Insert name of the Lead Consortium /Joint Venture Member] have read, examined and understood the RFP and RFP Documents for Appointment of vendor for installation, integration & maintenance of the ePoS Kits under PDS.

We hereby confirm our concurrence with the RFP including in particular the Bid / and Consortium /Joint Venture Agreement submitted by..... [Insert name of the Sole Bidder/ Lead Consortium /Joint Venture Member], in response to the RFP. We confirm that the Bid has been reviewed and each element of the Bid is agreed to including but not limited to the commitment and obligations of our Company.

We hereby confirm that in accordance to the terms & conditions of the RFP, we are enclosing legally binding undertaking supported by a board resolution from the..... [insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] that all the equity investment obligations of[insert name of the Member] shall be deemed to be equity investment obligations of the[insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be] and in the event of any default..... [Insert name of the Member], the same shall be met by..... [Insert name of Technically Evaluated Entity and / or Financially Evaluated Entity or its Ultimate Parent Company, as the case may be]. [Insert if applicable]

Please note further that notwithstanding anything stated in RFP/contract and/or other document, it is clarified that all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable to comply the terms of contract/tender terms. That all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable for any breach to terms of contract and shall liable to compensate DFCS&CA, in full, including the cost/expenses incurred for getting the work done through third party vendor. That all the members of Consortium /Joint Venture including lead member shall jointly and severally be liable to indemnify DFCS&CA from all losses/penalties/compensation/liabilities arising/relating to the award/execution of work under contract by consortium.

The details of contact person are furnished as under:

Name :
Designation :
Name of the Company :
Address :
PhoneNos. :
Fax Nos. :
E-mail address :

Dated the day of of 23...Thanking you,

Yours faithfully,

.....,

[Signature, Name, Designation of Authorized Signatory of Consortium /Joint Venture Member and Company's Seal]

Business Address:

[Name and address of principal officer]

Annexure XIII: Details of Office

Self- declaration
(To be submitted in Bidder's Letter Head)

To,

Subject: Your Tender Notice No. dated

Sir,

To manage and maintain the entire project work					
S. No.	State/ U.T.	District	Office Address	Contact Number	E-Mail Id

Authorized Signature [In full and initials] with seal:

Name and Title of Signatory:

Name of Firm:

Address:

Location:

Date:

Yours faithfully for

Name, Signature Designation Seal

Annexure XIV: Specifications of ePoS Device, Finger Print Scanner and IRIS Scanner

S.No.	Description	Minimum suggested specifications for 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 authentication with AUA/ASA/UIDAI servers
2.	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"> ● 1GB RAM (for Linux) and 2GB RAM (for Android 10.0/Windows) ● 8 GB or higher In-built Storage (Flash Memory)
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 2G, 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 Scale, Magnetic Payment reader etc.
7.	Display	3.5 inch or higher color TFT 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.	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)
10.	Power Adapter	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input
11.	SIM & SAM slot	Dual GSM SIM slot support 4G/3G/2G/GPRS and Dual SAM slots for software up-gradation in device. OR Single GSM SIM slot support 4G/ 3G/ 2G/ GPRS with eSIM and Single SAM slot with Virtual SAM may be allowed
12.	Printer	Integrated 2" or higher printer (Thermal/Non-Thermal Printer)
13.	Audio	Good quality Speaker with 1W or higher output for announcements
14.	Fingerprint Scanner	Aadhaar enabled fingerprint scanner and IRIS scanner with STQC and UIDAI certification are both mandatory.
15.	Magnetic 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.
16.	Support to connect	Availability of connectivity feature of weighing scale through USB or

	Weighing Scale	Bluetooth.
17.	Indicators	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)
18.	Other Accessories	Durable carry Case and User Manual
19.	SDK	Appropriate SDK need to be provided along with the devices
20.	Terminal Management	Device should be remotely manageable in secured mode
21.	Environment, Health and Safety, Durability, Humidity, EMI/EMC Compliance	Dry heat test- Operating ($50 \pm 2^{\circ}\text{C}$ for 2 hrs) Cold test — Operating ($0 \pm 3^{\circ}\text{C}$ for 2 hrs) Dry heat test ($55 \pm 2^{\circ}\text{C}$ for 2 hrs) Damp heat Cyclic (40°C for (12+12 hrs)), No. of cycles : 2 Cold Test ($-10 \pm 3^{\circ}\text{C}$ for 2 hrs) Drop/Free Fall Test, in unpacked, switched off and normal handling conditions (Height: 100mm, Total no. of falls: 2) Vibration Test should be in packed condition, switched off conditions (10- 150Hz, 0.15mm/2g, 10 sweep, cycles/axes) Bump test should be in packed condition, switched off condition. (1000Bumps, 40g, in vertical position)
22.	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.
23.	Device Form Factor	The device should be portable and handy
24.	Warranty	Suitable Warranty Support

Specifications of IRIS Scanner and Fingerprint Scanner (FPS)

All the bidders has to ensure 100% compliance with regards to the specifications defined by the UIDAI for Iris Scanner and Finger Print Scanner. UIDAI Specifications can be seen at: https://www.stqc.gov.in/sites/default/files/UIDAI%20Specifications_1.pdf

Note: In case bidder is offering LO devices, he has to submit a self-declaration to the Purchaser to ensure compliance/ replacements of these devices as per UIDAI guidelines from time to time during the currency of the contract at no additional cost to the Purchaser.

Annexure XV: Letter of Authorization

Self- declaration
(To be submitted in Bidder's Letter Head)

To,

Sir,

Sub: Letter of Authorization

<Name>_____ <Designation>
is hereby authorized to sign & stamped relevant documents on behalf of the
<Company> in dealing with this RFP Document published vide No. _____ dated
. He is also authorized to attend meetings and submit Technical and Commercial
information as may be required by you in the course of processing above said
tender.

Thanking you,

Authorized Signatory (s) of the Company <Name> <Designation> <Seal>	Signature of the person authorized by The Successful Bidder <Name> <Designation> <Seal>
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Annexure XVI: Average Annual Turn Over

Tender No.
eProc Tender ID:

Date of Publication

Average Annual Turn Over Statement

The average annual turn over 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.

Annexure XVII: Net Worth Statement

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.

Annexure-XVIII – Declaration Pro format (Company Letterhead)

To,

.....
.....
.....
.....

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: