

REQUEST FOR PROPOSAL (RFP)

PROVIDING ePOS DEVICES ON RENTAL MODEL FOR STATEWIDE AUTOMATION OF FAIR PRICE SHOPS
(FPS)

Directorate of Food and Civil Supplies, Gandhinagar

Block No. 14, 6th Floor, Sardar Bhavan, New Sachivalya,
Gandhinagar - 382 010 Gujarat, India

DISCLAIMER

The information contained in this Request for Proposal (RFP) document or information provided subsequently to Bidder(s) or applicants whether verbally or in documentary form/email by or on behalf of Directorate Food and Civil Supplies Department, Government of Gujarat is subject to the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

This RFP is neither an agreement nor an offer and is only an invitation by the Tender Inviting Authority to the interested parties for submission of bids. The purpose of this RFP is to provide the Bidder(s) with information to assist the formulation of their proposals. This RFP includes statements, which reflect various assumptions and assessments arrived at by the Awarder in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP and obtain independent advice from appropriate sources.

Information provided in this RFP to the Bidder(s) is on a wide range of matters, some of which depends upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Contracting Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

The Contracting Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Bidder under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way in this Bid Stage. The Contracting Authority also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this RFP.

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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 presentation which may be required by the Contracting Authority or any other costs

Incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Contracting Authority 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.

INVITATION FOR COMPETITIVE BIDDING

The invitation to bid is for “Selection of System Integrator for Implementing Aadhaar Enabled Public Distribution System using ePoS devices in Gujarat for **“Directorate of Food and Civil Supplies, Food and Civil Supplies Department, Government of Gujarat”** for a period of three years extendable upto five years (3+2 years) depending on performance on Rental model. The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the bidders.

A. Issuer

GIL on behalf of Directorate of Food and Civil Supplies (DFCS), Gandhinagar, Government of Gujarat invites proposals for “Selection of System Integrator for Implementing Aadhaar Enabled Public Distribution System using ePoS Devices in Gujarat for Directorate of Food and Civil Supplies, Gandhinagar, Government of Gujarat” for a period of three years extendable upto five years (3+2 years) depending on performance on Rental model”. The scope of work and requirement of this project has been specified in this RFP.

B. Issuer and Address for Correspondence related to bid process’

DGM (Tech)
Gujarat Informatics Ltd
Karmayogi Bhavan, Block no. 2, 2nd Floor,
Sector-10A, Gandhinagar
Contact no. 079-232-52026 / 56033
Email id: dgmtech-gil@gujarat.gov.in and mgrhn-itcon@gujarat.gov.in

C. Amendment of RFP Document

At any time before the deadline for submission of bids, GIL/DFCS may, for any reason, whether at their own initiative or in response to a clarification requested by a prospective bidder, modify the bidding document by amendment. All the amendments made in the document would be published on GeM portal as well as on GIL website i.e. <https://gil.gujarat.gov.in>. All such amendments shall be binding on all the bidders. The bidders are also advised to visit website GeM portal as well as on GIL website i.e. <https://gil.gujarat.gov.in> on regular basis for checking necessary updates. GIL/DFCS also reserves the rights to amend the dates for the bid process.

Definitions:

In this Contract, the following terms shall be interpreted as indicated below and the bidder must bind all the definitions and prepare financial quotations.

1	Bidder/Service Provide: (Implementing Agency) means the firm or joint venture providing the solution under this contract as named in RFP/Technical specifications/scope of work.
2	Client means as defined in the tender, and its organizations, units or functional units whether partially or fully owned or controlled by it.
3	Applicant/Bidder means any firm offering the solution(s), service(s) and/or materials required in the tender call. The word bidder when used in the pre award period shall be synonymous with bidder and when used after award of the contract shall mean the successful bidder with whom User signs the contract for rendering of goods and services.
4	Bidder's representative means the duly authorized representative of the bidder,

	approved by the Clients and responsible for the bidder's performance under the contract.
5	Contract means the agreement entered into between the Client and the bidder, as recorded in the Contract Form signed by the parties including all attachments and appendices thereto and all documents incorporated by reference therein.
6	Contract Price means the price payable to the bidder under the Contract for the full and proper performance of all its contractual obligations.
7	Effective Date means the date following contract signing that the contract enters into full force and effect with respect to the scheduled installation dates for the systems, as specified in the schedule of requirements, and upon fulfilment of any and all additional conditions specified in the SCC.
8	Acceptance means the Client's written certification that, following installation, the systems or a specific part thereof have been tested and verified as complete and/or fully operational in accordance with the Acceptance criteria defined in the Contract.
9	Financial Bid means that part of the offer that provides price schedule, total project costs etc.
10	Pre-qualification and Technical bid means that part of the offer that provides information to facilitate assessment, by GIL, professional, technical and financial standing of the bidder, conformity to specifications etc.
11	Composite bid means a bid in which the technical and financial parts are combined into one but their evaluation is sequential.
12	Consultancy Service Provider's Bid means the bidder's bid which shall form part of the Contract.
13	Tender call or invitation for bids , means the detailed notification seeking a set of solution(s), service(s), materials or any combination of them.
14	Bidder's representative means the duly authorized representative of the bidder, approved by the Clients and responsible for the bidder's performance under the contract.
15	Signoff means acceptance of deliverables that have been delivered and/ or installed, are according to the specifications shared earlier with the supplier. A committee comprising of Client representative and/Or GIL representatives will give the signoff.
16	Services means those services associated with the supply of the Systems as defined in the contract.
17	Bid Period is the period specified in the GCC or SCC, following Acceptance of the systems during which the bidder's warranty obligations in respect of the Systems are in force. During the warranty period the bidder has to attend <u>bug fixing at free of cost</u> at all the selected locations of the project for which contract has been signed. In the context of this RFP the warranty period is 3+2 years. Warranty period starts from Phase II, Go-live.
18	Cost of the Solution (CS) means the costs involved for the works and services mentioned in the scope of work and also include any amendments made there on before award of the contract.
19	Assignment means the bidder shall notify the clients in writing of its intent to award subcontracts not already specified in the Bid, or change subcontractors under this Contract. Such awards and changes must comply with GCC and shall require Client's written consent prior to execution thereof. Such notification, and the Client's consent or objection thereto, shall not relieve the bidder from any liability or obligation under Contract. The bidder shall not assign, in whole or in part, its obligations to perform or right to receive payments under Contract, except with the Client's prior written consent.
20	Subcontractor means any entity that is directly or indirectly subcontracted by the bidder to

	deliver any services or supply any products, including supply of products as a third party producer or bidder.
21	Specification means the functional and technical specifications or statement of work, as the case maybe.
22	“Systems” or “Deliverables” means all of the products such as software and hardware, to be installed, integrated and made operational, together with the services to be delivered by the bidder under the Contract.
23	Installation means the bidder’s written notification that the system (or a specific part thereof) has been installed by the bidder in accordance with contract requirements and after due verification and validation of conformance to relevant specifications.
24	Accredited means certified by a Government of India (GoI) Certification Agency or GoI recognized Indian or an International Certification Agency Applicable Law means the Contract shall be interpreted in accordance with the laws of the Client’s country, unless otherwise specified in SCC.
25	Application Program Interface (API) means a particular set of rules and specifications that Software Programs follow to communicate with each other and may include routines, data structures, object classes and protocols. In the context of this RFP.
26	Application Software means the Software Developed for the automation of the business entity defined under the scope of the work or technical Software being developed or customized by the bidder to suit the business process of the client using Standard Software, formulated to interface with the users of the data processing system.
27	Custom Software means either standard or application software developed by the bidder at the Client’s expense under the Contract, including customizations made to packaged software.
28	Incidental services means those services ancillary to the supply of the goods and services, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other such obligations of the bidder covered under the contract.
29	Implementation cum Performance security means on receipt of notification of award from the User, the successful bidder shall furnish the security in accordance with the conditions of contract, in the Implementation cum performance security form provided in the bidding documents or in another form acceptable to the User.
30	Maintenance Period is the number of years specified in SCC for maintenance and support services for the systems under this contract, as measured <u>from the date of acceptance</u> and is used for evaluating the bids.
31	Products mean all of the equipment, Hardware, Software, supplies and consumable items that the bidder is required to install or provide under the contract, plus the associated documentation.
32	(Installation) Sites mean the place or places named in the schedule or requirements for delivery and installation of the systems.
33	Standard Software means system and general purpose Software. System Software includes the operating system, communications, system and network management and utility software. General purpose Software includes word processing, spreadsheet, and generic database management and application development software.
34	Application These general conditions shall apply to the extent that they are not superseded by provisions of other parts of the contract.
35	Standards The goods supplied under this contract shall conform to the standards mentioned in the specifications, and, when no applicable standard is mentioned, the

	authoritative standards appropriate to the goods' country of origin shall apply. Such standard shall be the latest issued by the concerned institution.
36	Standards means standards mentioned in the Technical Specifications in the RFP. And, In case of no applicable IEEE/ISO standards is mentioned, IEEE- ISO standards will be the default standards. The authoritative standards appropriate to the system's country of origin. Such standards shall be the latest issued by the relevant organization.
37	Sub System means the components of a software such as the APIs, SDKs, communication Ports, and the sensors, OS, the memory components, the display unit, the keypad and the power supply.
38	Goods when used singly shall mean the hardware, firmware component of the goods and services. Goods and services mean the solution(s), service(s), materials or a combination of them in the context of the tender call and specifications.
39	Software means instructions in Sub System, SDK components and Interface Components that cause them to perform in a specific manner or execute specific operations.
40	Up time means the time period when specified services with specified technical and service standards are available to user(s).
41	Firm means a company, authority, co-operative or any other organization incorporated under appropriate statute as is applicable in the country of incorporation.
42	Day means calendar day.
43	Contract Duration: The Contract shall be valid for an initial period of Three (3) years from the date of commencement of services (Go-live). The Contract may be extended for an additional period of up to Two (2) years, on a year-to-year basis, subject to the satisfactory performance of the selected agency, and upon mutual agreement of terms and conditions. The decision of the department regarding the extension and evaluation of performance shall be final and binding on the selected agency.

1. INTRODUCTION

1.1. Background

Directorate of Food and Civil Supplies, Gandhinagar Government of Gujarat ('the department' hereinafter) seeks an end-to-end Fair Price Shop (FPS) automation solution to bring transparency & accountability in the Public Distribution System (PDS) using ePoS system. Currently, the FPS in Gujarat has implemented full automation at the FPS level. The Department decided to invite tenders for automation of FPS shops using ePoS devices along with IRIS devices and Weighing machines in all FPS shops in Gujarat State, for a period of three years extendable upto five years (3+2 years) depending on performance on a Rental model (Offered models must comply with specifications mentioned in RFP and should be approved models by GoI and Dept. of Legal Metrology). The System Integrator is required to provide FPS automation as a service and engage on a Rental basis. By Rental, it is meant that the selected private partner shall:

- I. Providing New full set of devices required for FPS automation i.e.
 - a. E-Point of Sale device along with SIM card and a robust carry case.
 - b. Paper rolls for print outs from e-POS device.
 - c. External Antennas for ePOS devices, to be used in locations with poor connectivity. System Integrator should ensure signal strengths of Antenna to provide uninterrupted operations.
 - d. Inbuilt/external IRIS Scanner (as an alternate authentication route in cases where fingerprint

- authentication fails)
- e. Port for integration with electronic weighing scale.
- II. The device should be capable of Photo Matching and Face Recognition options with required accessories to fulfil the solution.
- III. Finger Print Scanner (Inbuilt): STQC and UIDAI Certified for Aadhaar enabled fingerprint. Specifications are at 8.3. Finger print device with SDK & Aadhaar RD Licenses should be provided. Magnetic payment card reader for digital payment (Optional):- As per PCII (Payment card identity) security standards and EMV standards. All MasterCard, VISA and Rupay card should be accepted by reader for payment.
- IV. Geo tagging and location tracking of ePOS devices.
- V. Develop and customize the POS application, integrate the application with central server.
- VI. Deploy and maintain the FPS automation infrastructure. The details will be shared with the successful bidder.
- VII. Maintain the set of kits supplied.
- VIII. Train the users, provide help desk support, provide at all level technical support.
- IX. Provide customized MIS etc.
- X. Internet Connectivity

1.2. Objectives

The following are the objectives of the project:

- I. To ensure PDS benefits are delivered only to intended beneficiaries 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. To project savings and ensure optimum utilization of scarce resources.
- XI. Each sales center/FPS will be having dedicated e-POS device and IRIS device.

1.3. Project Workflow

The Aadhaar Enabled PDS using ePoS device workflow is given in the RFP.

1.4. UIDAI Responsibilities

- i. UIDAI may conduct periodic audits of all key stakeholders in the authentication ecosystem including ASA and AUA – either by itself or through UIDAI-appointed/ approved independent audit agencies to examine compliance to its standards and specifications. As part of these audits, UIDAI/audit agency could inspect the premises, operations and systems, infrastructure, security, etc. of the audited entity.
- ii. Retains the right to take appropriate action against parties not complying with UIDAI's specifications including disqualification to use Aadhaar authentication system / termination of contract with UIDAI after appropriate grace period for remedial action.
- iii. UIDAI does the needful in putting in place a Dispute Resolution Mechanism for the Aadhaar authentication ecosystem.

- iv. Certifies fingerprint and extractor pairs that will be incorporated in authentication devices. Successful bidders of biometric devices are responsible for using only certified component applications in their devices.
- v. In case of any investigations around authentication related fraud(s) or dispute/s, the Service Provider shall extend full cooperation to UIDAI/FCS&CA Dept and/or any agency appointed/authorized by it and/or any other authorized investigation agency, including, but not limited to, providing access to their premises, records, personnel and any other relevant resource / information, etc. of or pertaining to its Authentication Device.

1.5. Directorate of Food and Civil Supplies' Responsibilities

The department has developed the Authentication User Agency (AUA) application and Aadhaar e-PDS server side application (server side software for validation of eligible beneficiary and for receiving transactions data) based on the requirements related to service delivery, authentication interface, hand held devices etc. Further, for the current scope of work the department will:

- i. Set up infrastructure at the state level, provide AUA application software to record FP Shop transactions.
- ii. Host the server
- iii. Facilitate FP Shops in implementing online authentication for sale of commodities in collaboration with UIDAI through implementation Partner.
- iv. Ensure that the applications driving the e-POS devices comply with authentication APIs/guidelines of UIDAI and devices are certified by STQC, GoI.
- v. Put in place the standby/redundant Servers with software for processing authentication and recording commodity transactions (processing incoming transactions from the devices, forming auth XML, Invoking Aadhaar authentication, auditing metadata along with response) for ensuring high availability.
- vi. Ensure secured end to end dedicated connectivity from ePOS server to ePDS server AUA/ASA server. Data contained within an encrypted "Pid" block must not be stored. But, metadata related to authentication (transaction id, authentication response, auth code, timestamp, etc.) can be stored for audit and MIS purposes.
- vii. Record the authentication (for cash/Non-Cash transfer) details, sale of commodity transactions in the civil supplies PoS database server instantaneously and to establish a facility to store transaction data of three months in the database and transfer the older data to tapes to retain the data for 3+2 years.
- viii. Deploy as part of its systems, a Fraud Analytics module that is capable of analyzing authentication related transactions to identify fraud cases and patterns.
- ix. If the AUA is a victim of a fraud or identifies a fraud pattern through its fraud analytics system, it shall share all necessary details of the fraud with UIDAI and other AUAs for the overall benefit of the Aadhaar authentication ecosystem.
- x. Implement OTP as factor of authentication for exception handling. It is expected that OTP will be delivered within a reasonable time, subject to decided SOP.
- xi. Monitor the operations and activities, authentication devices of Service Provider for checking compliance with the terms and conditions of UIDAI from time to time.
- xii. Approval of POS device application software by Food Civil Supplies & consumer Affairs Department/ Directorate of Food & Civil Supplies.

1.6. PDS Developer Agency

PDS Developer Agency shall perform the following role:

- i. Provide web service to share the information seamlessly
- ii. Observe the entire project during implementation from the perspective of the database management system and its capabilities to handle large numbers of transactions.
- iii. Encryption and decryption of data transfer between POS device and PDS server. In addition, PDS Developer Agency shall ensure all essential features required for a robust security of the system.
- iv. Integration with SMS gateway for timely sending of SMS to card holders as and when the stock is dispatched from Civil Supplies Go-downs to FPS and when the FPS beneficiaries draw the ration from FPS. Providing SMS gateway and sending SMS to card holders is under the Department Scope.
- v. Pushing SMS's from the central server. An SMS is automatically sent to all card holders intimating the arrival of stocks at FPS.
- vi. UIDAI. If a beneficiary finger print does not match, his/her IRIS images are captured and sent to UIDAI for authentication.
- vii. POS device sent the encrypted XML to Authentication user agency (AUA) server through e-POS server.
- viii. AUA forwards the XML to Authentication Server Agency (ASA) by adding Keys.
- ix. ASA invokes central identity data Repository (CIDR) of UIDAI and transmits the authentication.

1.7. Service Provider/System Integrator

The detailed role and scope of work of the SI is given at Chapter 'Terms of Reference' and other relevant sections of this RFP document.

2. SCOPE OF WORK

The bidder will participate solely or with maximum 02 members in Joint Venture (JV) will be allowed where in lead partner/Prime Partner will have minimum 51% stake in the project.

The party providing e-POS, integration, total software solution, manpower solution and having 51% stake will be Lead Partner /Prime Partner and the other party providing weighing scale solution will be Secondary member.

The broad Scope of work and Terms of reference for successful bidder is given below:

2.1. Devices

The selected bidder will have to provide the following new set of devices at the designated FPS:

#	Item	Quantity (Nos.)
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1	<input type="checkbox"/> E-Point of Sale (ePOS) device along with SIM card with internet connectivity, and a robust carry case, inbuilt Fingerprint device <input type="checkbox"/> IRIS device separately or integrated to the ePOS device <input type="checkbox"/> 100 kg Electronic weighing machine As per the detailed specifications mentioned in the RFP	01 Qty. of ePOS solution for each FPS dealer locations (16950 FPS dealer) – Location details attached at Annexure
2	Paper rolls for print outs from e-POS device	As required with enough stock, for the entire project duration
3	Antennas (to ensure that minimum signal strength shall not be less than 80-90% (3-4 bars) range	As required
4	Any other accessories, cabling, software, licenses, cable based Internet Service and any other requirement to achieve the solution	As required

In addition to the device quantities mentioned in the above table, One (1 no.) EPOS device, one (1 no.) IRIS device and one (1 no.) Electronic Weighing Machine shall be provided to NIC for development and testing of the application. Similarly, One (1 no.) EPOS device, one (1 no.) IRIS device and one (1 no.) Electronic Weighing Machine shall be provided to the Directorate of Food and Civil Supplies, Gandhinagar, GoG. These devices shall be given to NIC and Food Civil Supplies & Consumer Affairs/ DFCS Department within 15 days of issue of Letter of Intent and they shall be in the custody of NIC and Food Civil Supplies & Consumer Affairs/ DFCS Department for the entire duration of the project.

2.2. Spare devices

The System Integrator (SI) shall supply required consumables, spares & support infrastructure. The successful bidder must maintain 10% of all devices as spare at District level. These Spare devices should be under custody of concerned District Supplies Officers (DSOs). The SI should coordinate with DSOs maintaining the spare devices during the contract period.

2.3. Locations

All the Fair Price Shops in Gujarat State.

2.4. Client side software

The client side software needs to conform to the following:

2.4.1. Technical Specifications of Client software

The pre-loaded client software in the POS devices shall be developed by the vendor as per the tentative workflow given in this section, below. Client Software on POS devices has to collect data from the resident using some set of screens. When it is required to collect fingerprint/IRIS, the host application needs to interact with biometric sensor/extractor APIs using their SDKs and obtain minutiae.

The software should duly factor in the following:

- i. Client software should be able to construct and transfer packets to ePOS Server for authentication response and perform PDS transactions.
- ii. Features like fusion finger Authentication, Registered FPS owner and Representatives Authentication, Seeding, Best Finger Detection (BFD), Buffered Authentication, Exception Handling and Allocation Modules, Transaction quantities data capturing etc. **The client side application must be compatible with ePOS server (ePOS server internally communicates with ePDS servers and AUA server), so that it is able to transact with the latter.**
- iii. Updated versions of the client software should be pushed to the POS Device automatically, without any additional costs or expenses. It should be maintained in the central server for updating the client software with a single click.
- iv. The POS machines should run only firmware versions pre-approved by the department. 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 before being updated into POS machines remotely.
- v. Remote terminal Management Software: - All POS devices shall be updated with the latest OS patches, applications software patches and new software releases through a centralized remote terminal software using push method.
- vi. Aadhaar E-KYC (KUA) service: Bidders should develop client software for implementing Aadhaar e-KYC (KUA) service. There is a service provider for Aadhar authentication. However, providing the client software for Aadhaar e-KYC (KUA) service as well as Aadhar authentication by integrating with the Aadhar service provider is the responsibility of the SI under this RFP.
- vii. Mobile Update API: Bidder should develop client software for updating mobile numbers in Ration card using UIDAI by PDS beneficiaries.
- viii. Client Software of PoS devices should facilitate IRIS of beneficiary captured through IRIS Scanner to know by FPS dealer whether the same is captured properly or not, before sending for authentication.
- ix. Any suggestions or modification in the software as per suggestions received from department or any guidelines issued by GOI/GOG or any security gap has to be resolved during the contract period and has to be incorporated by the bidder at no additional cost to GoG.

2.4.2. User Interface Language

Client software should be available in Gujarati and English Interface with Unicode Font support. The device should be able to readout the specifics of the transaction in both the languages. The Successful bidder will ensure that PoS and other devices continue to operate through upgrades and new releases of software. The Successful bidder will further ensure minimum interruption during upgrades to such software.

2.4.3. Compliance with Acts and Guidelines

The software provided by the bidder shall comply with latest guidelines/ specifications issued by Government of Gujarat and Government of India from time to time and shall be compliant with all relevant laws including the Aadhaar Act, 2016 and IT Act, 2000, including any amendments therein.

2.4.4. Response Time

In order to ensure that the authentication service is friendly to the beneficiary it is important that the Service Provider provides an efficient application to maintain end-user latency under 2 seconds. It should consider round trip network latency from their devices to UIDAI data centre 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 resident experience, **Service Provider should ensure that the full round trip service time for authentication does not exceed 5 seconds.**

2.4.5. Phases of implementation

The project shall be implemented in one phase, the deployment and commissioning of the devices shall not exceed **7 weeks** from the date of issue of contract. The specific areas of Gujarat shall be finalized by the Directorate of Food and Civil Supplies, Gandhinagar, and the same shall be intimated to the successful bidder in due course.

2.4.6. Project Period

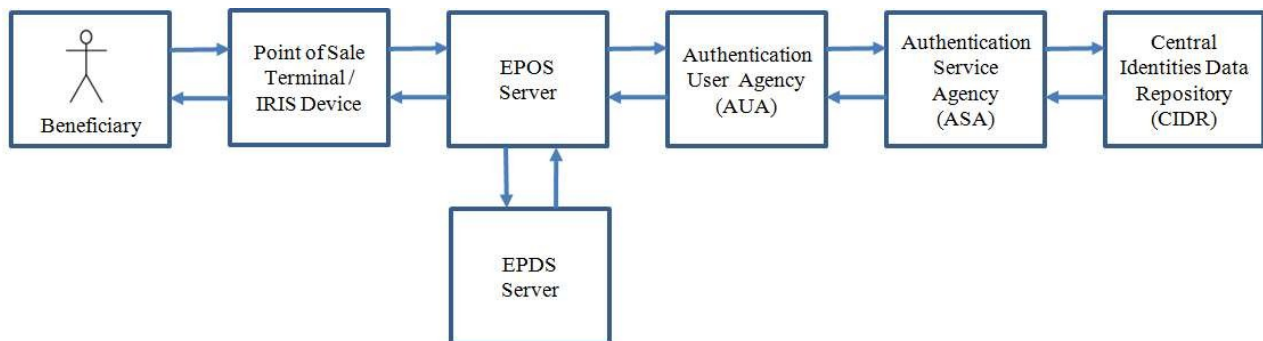
The project period shall begin from the date of 'Go-Live'.

2.4.7. AePDS Workflow

2.4.7.1. Overview

AePDS with POS devices is recognized as one of the best technical solutions to solve most of the problems associated with PDS. It ensures that only the eligible family members of Ration Card holders draw the PDS commodities. Each FPS will have a set of devices - Handheld Device (POS device and carry case), IRIS scanner, Antennas (in case of poor connectivity; minimum signal strength shall not be less than 80-90% (3-4 bars range), e-weighing machine with connectivity to the e-POS server of the Food Civil Supplies & Consumer Affairs/ DFCS Department and paper rolls for printing out transactions records. Government of Gujarat has already completed digitizing the entire Food Security Card Database and seeding of AADHAAR number into it. This enables the beneficiaries of the FPSs/NRs to draw their commodities after duly authenticating their identity with UIDAI fingerprints, IRIS and Photo matching and face recognition.

The beneficiary biometric authentication process is depicted below:



2.4.7.2. AePDS process for issue of Commodities

- i. An SMS is automatically sent to all card holders intimating the arrival of stocks at the FPS.
- ii. Online authentication of the FPS dealer to carry out AePDS transactions
- iii. Any member of the family can draw Essential Commodities (EC)/ration by authenticating his/her biometric in the FP shop. Beneficiaries are required to provide Household Card number and Aadhaar number to participate in biometric authentication at time of acceptance of ration/benefit.
- iv. System (PoS/HH machine) validates Ration Card number and displays the details of family members along with their entitlement.
- v. 'Best Finger Detection' (BFD)-done once-first time, will tell the beneficiary which finger to use for

authentication in future.

- vi. Online Authentication of beneficiaries is done by sending Aadhaar Number and Fingerprints to UIDAI. If a beneficiary's finger print does not match, his/her IRIS images are captured and sent to UIDAI for authentication.
- vii. PoS Device sends the encrypted XML to Authentication User Agency (AUA) server through ePOS server.
- viii. AUA Forwards the XML to Authentication Service Agency (ASA) by adding security keys.
- ix. ASA invokes Central Identity Data Repository (CIDR) of UIDAI and transmits the authentication packets to CIDR.
- x. The PoS Device receives the authentication result. If 'YES', the FPS dealer selects the stipulated commodities, enquires the quantum of commodities required by the beneficiary in the present transaction and measures the weight of the commodity on the e-weighing machine. Resultantly, the quantity data is auto captured by POS device along with unit cost of each commodity, the total amount payable by the beneficiary and the timestamp of the transaction. The transaction details of sale of commodities are sent to e-PoS Application server.
- xi. If 'No', the system has to handle such exceptions, through any suitable exception mechanism approved by the department such as One Time Password (OTP), authentication by a department official etc.
- xii. PoS device records all transactions along with a timestamp and pushes the same to the central server.
- xiii. The device should have a voice facility in vernacular language.
- xiv. Printed receipts of the beneficiary's transaction with the FP shop, generated From the ePOS device, would be handed over to the beneficiary.
- xv. An SMS is sent to the beneficiary giving the details of the ration drawn from the FPS, immediately succeeding the transaction.
- xvi. Facility to generate daily, weekly and monthly transaction report, stock report, BFD, quantity drawn, exceptions, number of authentication, logs of all authentication attempts, savings etc. must be provided for in e-PoS Application.

2.4.7.3. Portability

With the implementation of AePDS, portability across FPS shall be introduced in Gujarat State. The intended benefit is that the beneficiary is bestowed with the right to choose to draw his/her entitled ration from any FPS within the State.

2.4.8. Supply, Installation and Maintenance of Devices

- i. The bidder shall install a brand new set of devices – e-PoS devices (including 4G & above SIM, paper rolls and carry case), External Antennas (as required), IRIS Scanner and e-weighing machine at each FPS. SI shall collect the acknowledgement from FPS dealers.
- ii. The bidder shall demonstrate all the features of the proposed set of devices through a proof of concept (POC) implementation at the bidder's own cost.
- iii. The bidder shall develop and customize the application. This application will also store and retrieve relevant transaction details in PoS device, at least till the information is transferred to the central server.
- iv. The bidder shall use PKI based encryption to store and retrieve all relevant transaction details in the POS device.
- v. Capturing exception-handling mechanisms indicated by the FCS&CA Dept for federated

authentication and back-up identity authentication mechanisms when Aadhaar-based authentication fails. Authentication failures could occur due to process failures, infrastructure failures (including power, IT infrastructure, authentication devices, and network connectivity) or biometric failures (where Aadhaar holders biometric cannot be acquired or used for some reason).

- vi. Authentication devices must be deployed such that they cannot retain Aadhaar holders' PID collected for the purposes of authentication during a transaction. Storing any PID in SI's database or in any storage device of any nature whatsoever including Authentication Device or an instrument of any kind whatsoever, removable storage devices or in physical form, at point in time, is strictly prohibited.
- vii. The bidder shall incorporate Back-up and Restore facility in the PoS/HH devices as necessary, till the last committed transaction in case of power failure.
- viii. The bidder shall deploy adequate technical resources to plan and manage the installation of PoS/HH devices at all service points in the area of operations. The bidder shall ensure that the PoS/HH devices are delivered and installed in a safe and secure manner (Note: As of now, it is proposed that the devices shall be handed over to the FPS dealers at the taluka/Zonal level as part of the 'FPS Training'. However, where the FPS dealers are unable to install the devices on their own, the SI shall make necessary arrangements for installation at FP Shops).
- ix. Bidder shall develop & customize the software application for supply and distribution for the usage over PoS/HH device. The bidder shall also ensure necessary software integration between the IRIS scanner and the e- POS device on one hand and between the e-weighing machine and the ePOS device on the other.
- x. The SI is also required to provide support to Departments in reference to faulty PoS/HH devices. They would be required to replace/ fix/provide resolution as per the Service levels mentioned in this RFP document. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the SI. In case of physical damage beyond warranty terms of device. FP shop end -user is responsible.
- xi. The SI should ensure that all the components of PoS/HH devices offered are as per the prescribed technical specification. No item with short supply or with lower than prescribed technical specifications shall be accepted in any circumstances. The devices being supplied by the SI should be tested prior to delivery of the device to the Department.
- xii. The SI shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
- xiii. The SI needs to ensure that every POS/HH device shall be provided with a (to operate the device) and a carry case to protect the device from regular wear and tear.
- xiv. The SI has to ensure that the PoS/HH devices, application software functionalities and any other components, equipment, peripherals involved in implementation solutions meet the current/latest STQC/UIDAI guidelines. Further, the SI shall ensure that the PoS devices, application software functionalities and any other components, equipment, peripherals involved in implementation of solution meet the latest standards/guidelines brought out either independently or jointly by UIDAI, Government of India, 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 Food, Civil Supplies and Consumer Affairs, GoG.
- xv. SI shall provide necessary software and technical document including drivers, installable components, manuals etc. to enable the Department in using devices and also integrating these devices in their existing/new business applications. The SI shall implement the FCS&CA Dept change

requirements, if any, for executing the federated authentication system to offer uninterrupted services.

- xvi. In addition to the PDS, the ePOS device and other devices being supplied under this project may be put to use to implement additional schemes/projects envisaged by the Government from time to time within the project period. The devices should therefore have the necessary technical capability to implement additional schemes envisaged by the Government from time to time (such as DBT, QR Code, Payment Gateway facility, Mobile payment, cashless transactions, Village Mall Scheme, Mobile ATM etc. SI should bear the transaction charges. Note: Any charges levied by bank will be reimbursed by the department or paid by the Customer. Department will issue separate instructions when such transaction will be implemented. Bidder will have to notify about any such charges to department before implementation and in advance.
- xvii. The software patches/applications required for such additional schemes shall be developed by the SI on a reasonable cost basis with mutual consent of the Tender Inviting Authority and the bidder.
- xviii. In case Fair Price Shops increase, the bidder will have to provide an additional set of ePOS solutions at the same cost to the department. In case of any change in government guidelines or if the solution or any of the components is declared obsolete / end of support, the bidder will have to provide the replacement of solution with similar or higher specifications without any additional cost to GOG. In the project locations, the SI shall be willing to supply the prescribed set of devices & service those shops as per the terms described in this document and without increasing the price of devices or service.
- xix. The security of the machine will be the responsibility of the FP shop keeper after handing the machine over to him/her. In case of physical damage/theft beyond warranty terms of device. FPS shop end-user is responsible.
- xx. Regarding mishandling, misuse, abuse, physical damage, unauthorized opening of ePOS and electronic weighing machine by FPS dealers, the Directorate of food and civil supplies, Gandhinagar would constitute committee at district level which will determine the cause of damage. In such cases, the cost of ePOS and electronic weighing machine shall be paid by the concerned FPS dealer.
- xxi. Any replacement of components or any of the solutions required due to power fluctuation or water seepage will be the responsibility of the bidder.

2.4.9. Support

The SI shall provide support as per the service level agreements mentioned in the RFP.

Deployment of trained manpower and setting-up of Local office:

1. The SI shall deploy sufficient resources to plan and manage the installation and regular maintenance, health check-up of ePoS & other devices at all service points in the area of operations. The SI shall ensure that the ePoS devices are delivered and installed in a safe and secure manner.
2. The SI will have to provide manpower as under;

Sr. No.	Location	No. of resource to deploy	Total no.	Min. qualification
1	Coordinator at Taluka/Zonal level	1 per Taluka	290+	Min. 12 pass/ITI with basic computer knowledge

2	District level nodal officer	As decided by DFCS	40	Min. Graduate /Diploma with basic computer knowledge
3	Central location for Helpdesk support	5	5	Min. Graduate Computer knowledge with 2 years relevant experience

3. This Taluka & District level team shall be responsible for addressing any kind of technical or operational issue being faced by the FPS dealers on priority basis and shall also conduct health check-up of ePoS devices on period basis.
4. SI will ensure that the list of all the staff Taluka and district wise along with their email id and mobile number are shared with Food, Civil Supplies and Consumer Affairs Department & District Authorities.

Call Centre/Help Desk:

- i. The bidder shall operate a call centre/Help Desk with specific resources earmarked for this project. The call centre shall be operated in DFCS office or location identified in Gandhinagar between 7 am and 9 pm on all seven days of the week for the entire project duration. Helpdesk & dashboard mechanism / mobile application should be developed and maintained by System Integrator and give access to offices of Department head office and district level offices for regular monitoring. Provision should be made to FP shop dealers to close the ticket raised in the application. SI should provide call centre/Help Desk services as per SLA.
- ii. FPS dealers facing any technical issue in the implementation of AePDS, especially with reference to functioning of any aspect of automated functioning of the FPS shop shall call the toll free number of the Department's Help Desk to register their complaint. The Department's Help Desk shall examine the nature of the complaint, record the FPS details, the time of the complaint and forward the complaints relevant to the SI/bidder to the Bidder's Call Centre.
- iii. The SI Call Centre/Help Desk shall in turn forward the complaint to his/her corresponding field support personnel, who shall attend to and resolve the issue being faced by FPS dealers.
- iv. The SI Call Centre/Help Desk shall be equipped with a custom made software which shall be integrated with the software of the Department's Help Desk.
- v. The SI Call Centre/Help Desk should have a facility for sending an SMS to the concerned FPS dealer (complainant) after the complaint/query has been registered. The SMS shall contain, among other things, the complaint number, time by which the complaint shall be resolved and the contact number of the Field Support Personnel. Similarly, the FPS dealer should receive an SMS once the issue has been resolved. The SI shall also notify the Food, Civil Supplies & Consumer Affairs Department as soon as the complaint has been resolved.
- vi. Issue wise MIS reports classified by district, division and FPS dealer along with their resolution time shall be submitted monthly along with invoice to the Department.

Other Support

- vii. The SI shall cooperate with the third-party external auditors commissioned by the Civil Supplies Department, GoG for conducting certifications and audits and shall also assist in strengthening of processes by attending to audit points.

- viii. In case any of the device models becomes obsolete, the SI shall offer a new item/model with the same make and same or higher specification at no additional cost to the department.
- ix. The proposed device should comply with the STQC Guidelines and shall be offered to the department for evaluation and acceptance. A certificate to this effect has to be furnished as part of bid response.
- x. The SI shall provide technical document and manpower support to enable the department/its representatives/its consultants in evaluation process.
- xi. System Integrator shall keep at least 10% spare of all devices at **District level** for business continuity in case of any breakdown of the devices. The repair / replacement (as the case may be) would be the responsibility of the SI. Also, it would be the responsibility of SI to collect the faulty devices from the FPS. Spare devices should be under custody of District Civil Supply Officers (DCSOs).
- xii. SI shall hand hold the departmental officers and FPS dealers for a reasonable time till they gain familiarity with the devices' functioning.
- xiii. SI shall maintain all inventory systematically including spare inventory and give access to all officials.

2.4.10. Training

The SI shall be responsible to provide intense training to the FPS dealers and department officials. The training would minimally include basics of the devices, key functionalities and features, usage guidelines, safety measures, etc. The key outcome expected is that the FPS dealers are fully conversant with the use of the set of devices being supplied to implement the AePDS. The following training plan shall be adhered to:

Number of Persons to be trained

#	Category of persons	Number (indicative only)
1	FPS dealers	As mentioned in Annexure – FPS Summary
2	Department officials at Head Office level	100
3	Department officials at District and sub district levels (DSO, Mamlatdar, Deputy Mamlatdar, Head Clerk, Supply Inspector.)	500

Training Plan

#	Programme	Objective	Participants	When	Duration	Venue
1	Training of Dept officials	Orientation & working of the Devices	Officials of FCS&CA/DFCS Dept.	T+ 2 nd week	1 day	Gandhinagar (for H.O. officers & DCSOs) District Level for other cadres
2	FPS Training I	Introduction to working of ePOS devices, IRIS scanner, e- WM etc. (There must be at least one set of devices for every 10 participants)	All FPS dealers under the project	Before GO-Live of respective Phase of implementation	1 day for each batch of participants. Each batch may have not more than 20 FPS dealers.	District level
3	FPS Training II	Hands-on training (There must be at least one set of devices for every 10 participants)	All FPS dealers under the project	Before GO-Live of respective Phase of implementation	Half a day per batch. Maximum batch size to be 20.	District level
4	FPS Training III	Hands-on training (On the devices handed over to FPS Dealers)	All FPS dealers under the project	Before GO-Live of respective Phase of implementation	Half a day per batch. Maximum batch size to be 20.	District level
5	Workshop	Experience sharing & Lessons Learnt	5 FPS dealers per district & Concerned officials of FCS&CA/DFCS department	T+10 th week	1 day	Gandhinagar
6	Other refresher trainings	<input type="checkbox"/> Updation on any new release of Software /hardware <input type="checkbox"/> Experience sharing	All FPS dealers under the project	Whenever new & major software /hardware module is released or new FPS dealers enroll or annually, whichever is earlier	1 day per batch of 20 FPS dealers.	District level

The resource persons/trainers, training material, stationery items etc., required for the training programs, shall all be provided by the SI as part and parcel of the project. After the award of the contract, SI shall propose his/her training team which shall be evaluated by the Food, Civil Supplies and Consumer Affairs before their deployment in the field. The venue for the training/workshop shall be as per the training plan and at premises owned/hired by the SI.

The SI shall provide simple and pictorially rich training material (manuals, presentations etc.) in English/Gujarati. To the extent possible, the functioning of the devices and the role of the FPS dealers must be described in the training material, step-by-step. Hard copies of the training material shall be supplied to each participant.

2.4.11. Handholding support

The SI shall provide intense hand holding support to all the FPS, particularly in the first three months of Go-Live of each phase of the project (As per time lines). The SI shall place adequate technically sound manpower at the district level in order to make the required number of visits to the FPS shops to resolve technical glitches as well as capacity building issues with a view to adhering to SLA.

2.4.12. Third Party Audit

SI will be responsible for engaging a Third party Quality certifying agency (STQC) to conduct the assessment / review of the E-POS application software and the supplied E-POS without any extra cost to the Civil Supplies Department before the bid submission date if the product is not certified. If the Product is already certified the bidder has to provide relevant certificate for the same. For application the bidder has to perform STQC certificate as per department guidelines. The POS Application software need to audit by CERT-In empaneled security Auditor also and “Safe To Host” certificate must be obtained before project gets operationalize. In addition, 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 solution provider will have to obtain the STQC Certification for the changes / additions. SI has to ensure that the POS device – is certified by STQC.

2.5. List of Major Deliverables

The following are only an indicative list of SI’s deliverables:

- ☐ Deliverables limited to Project Period – **Qty of ePoS devices are considering the locations defined in Annexure.**
 - a. Brand New ePOS devices with SIM with internet connectivity required for all transactions, inbuilt Fingerprint device and carry case.
 - b. Brand New Antennas to be provided wherever necessary (to ensure that minimum signal strength shall not be less than 80-90% (3-4 bars) range
 - c. ePOS application software
 - d. Paper rolls as required under the project, for the entire project duration.
 - e. Brand New IRIS devices. The IRIS device can be separate or integrated to the ePOS device.
 - f. Brand New 100 kg electronic weighing machines
 - g. Any other accessories, software, licensees, connectivity, cabling, power connections/extension required to complete the solution.

□ **Deliverables for perpetuity**

- a. Devices Installation reports, containing among other things, the FPS Acknowledgement of receipt of devices as per Annexure.
- b. Training reports for each of the programs specified in the Training Plan and certified by field officer.
- c. Manuals
 - i. The Bidder shall supply operation and maintenance manuals and shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler system software and the other software.
 - ii. The manuals wherever applicable shall be in English and Gujarati.
 - iii. Manuals in Gujarati should be supplied for each FP Shop and the Manuals in English as well as in Gujarati shall be supplied to Head Office and District Offices of Civil Supplies Department, GoG.
 - iv. Error codes shall be given by the department which shall have to be incorporated in the manuals.
 - v. Manuals prepared by the SI shall be approved by the Food, Civil Supplies and Consumer Affairs, GoG
- d. Third party audit reports
- e. Software requirement Specifications of POS client software, Aadhaar E-KYC (sub-KUA), Mobile API applications
- f. Software Testing Documentation (including details of defects/bugs/errors and their resolution)
- g. Test Plans and Test cases (including Unit Test Plan, System Integration Test Plan, User Acceptance Test Plan, Security Test Plan, Load Test Plan).
- h. Trainings and workshops as per training plan
- i. Periodic Status and Review Reports
- j. Project Plan to cover implementation schedules of the project including risk assessment & management, connectivity, deployment plans, resource plan, support and maintenance etc.,
- k. Exit management plan

2.6. Financial Model, Payment Schedules and Service Level Agreements

- **Financial Model for the SI**

Food, Civil Supplies & Consumer Affairs Department, Government of Gujarat is looking forward to adopting a new financial model towards the implementation/rollout of FPS Automation application across Fair Price Shops in the State.

The financial model shall be based on the quantity of commodity (Wheat & Rice) sold by the Fair Price Shops to the intended PDS beneficiaries under NFSA through electronic Point of Sale (ePoS) device and reported on the State-level NIC PDS Portal or any other portal as decided by State Government, by the SI.

The key principles are as follows:

1. The pay out to the bidder(s) shall be based on the quantity (**in quintals**) of commodity (NFSA Food grain) (Aadhaar verified only) sold by the Fair Price Shops to the intended PDS beneficiaries through a Point of Sale (ePoS) device and reported on the NIC PDS Portal. In order to provide clarity to the bidder(s), two months' district wise allocation order for the Commodity (NFSA Food grain) in both rural and urban areas of Gujarat is annexed.
2. The Commercial Bidding Parameter Value (P) for this RFP is the rate quoted by the bidder against per quintal of commodity (NFSA Food grain) sold by the Fair Price Shops to the intended PDS beneficiaries through Point of Sale (PoS) device. This parameter (P) will be used for commercial evaluation as per the terms defined in RFP.
3. Based on the total amount of commodity (NFSA Food grain) sold through ePoS devices and reported Aadhaar verified Qty on the PDS Portal of NIC and the bidding Parameter (P), the monthly fee payable shall be calculated as "Monthly Payable" (MP).

MP = Total Aadhaar verified Quantity (in quintals) of commodity (NFSA Food grain) sold by the Fair Price Shops to the intended PDS beneficiaries through Point of Sale (ePoS) device and reported Aadhaar verified on the PDS Portal (hosted by NIC) by the bidder * P

3. a) It may be noted that SI cannot deny distribution of any commodities decided by government of Gujarat.

It may be noted that for the purpose of making payment Directorate of Food and Civil Supplies, Gandhinagar or their authorized representatives will refer to the total quantity of food grains as reported by the bidder(s) on NIC PDS Portal. Hence, the bidder must ensure integration of their FPS automation server with the concerned NIC PDS portal.

4. For bidding purposes to arrive at the value of bidding parameter (P), the bidder(s) shall refer to the allocation order for the two months as annexed in the RFP document.
5. For the purpose of go-live and calculation of monthly project pay out, the date of go-live for every district shall be 1st of every month irrespective of the completion date of installation of ePoS devices.

- **Payment Schedules**

On signing of the contract for Three (03) years as **Rental model**, the bidder, within the defined implementation schedule given in this RFP document, shall completed the FPS Automation and should deliver, install and make operational (initiate transactions) the ePoS devices on the FPS shops in the districts/divisions allocated to the bidder by the Department. The bidder shall be responsible for obtaining all the clearances/road permits/ etc. to ensure timely delivery of the devices. After delivery of the device, the bidder shall be required to install, commission and train the Department official and FPS dealers on ePoS operations. The department may extend the contract validity for two (02) years based on performance of the bidder.

Once the bidder has achieved Go-Live at all the district (minimum level considered for FPS automation) bidder shall be allowed to raise the invoice on a monthly basis. Food, Civil Supplies and Consumer Affairs, Government of Gujarat through its authorized representatives shall review the service levels adherence by the System Integrator before making the payment.

- **Payments**

1. The Prime/Lead Member shall raise the monthly invoice to Food, Civil Supplies and Consumer Affairs, Government of Gujarat against the amount of quantity (in quintals) sold by the fair price shop through ePoS devices and reported by the bidder at the PDS portal hosted by NIC for the districts allocated to the SI. The invoice shall be raised as per the formula of the “Monthly Payable” defined above.
2. Payments of the SI shall be subject to the application of liquidated damages (for period prior to “Go Live”) and/or SLA penalties (if any applicable) as per provisions of this RPF document respectively, for that month and its adjustments/corrections (for post “Go-Live”) as may be provided for in the Agreement and the SLA.
3. The liquidated damages or SLA penalties, if any shall be applicable only on the payment to the SI only. The payments for Directorate of Food and Civil Supplies, Gandhinagar shall not attract any penalties and shall be paid in full.
4. The SI shall provide enough evidence/ availability report regarding the solution deployed at each FPS to recommend the payment. Only in case of reasonable reports payment shall be done to SI. The monthly report shall include the preventive maintenance report which shall be agreed with the selected agency.

Deductions if any due to liquidated damage and/or poor performance/SLA breaches shall be determined and adjusted during the monthly payouts to the SI. The Monthly Payment shall be made as per the format given for Monthly Payment details given in **annexure F**.

First invoice will be generated after 1 month of Go-live date as per implementation schedule. The SI will be paid their share of revenue on a monthly basis on satisfactory performance as per the condition of the RFP. Effort shall be made to make payment possibly within 15 days of receiving communication that payment needs to be made to the bidder and the receipt of payment from the Department. FCS&CA department, GoG shall be responsible for calculating the monthly fee payable to the bidder for that month as well as any deductions arising out of applicable liquidated damage and/or poor performance or penalties due to SLA breach being levied on the SI as mentioned in the RFP document. The SI will not claim any interest on the arrear/payment due but not paid from FCS&CA/DFCS,, GoG.

- **Other Payment Terms**

1. The Bidder or Prime/Lead Member would raise a monthly invoice along with the information as per the template provided in the Annexure F. The bidder should also submit the SLA deviation report and amount of penalty applicable (if any) due to breach in SLAs.
2. FCS&CA/DFCS, GoG shall make the payment to the bidder after receiving clearance from the Department regarding the adjustments against applicable liquidated damage and/or the poor performance and penalties levied with respect to the SLAs (if any, applicable).
3. SLA adherence reports have to be generated by the concerned bidder and the same shall be submitted to FCS&CA department, GoG. This would be used for monitoring of SLA and calculation of penalties (if any), FCS&CA department, GoG at its own discretion may verify the SLA performance reports and penalties.

4. The penalties, if any, shall be applicable only on the payment to the SI. The payments for FCS&CA department, GoG shall not attract any penalties and shall be paid in full.

Note: Maximum cap limit on Penalty would be 10% of Monthly Billing. The locations where complete services are not received will not be considered operational and monthly payment for the location will not be considered. The right to decide on penalty / no monthly payment shall be decided by department and will be over and above 10% penalty cap.

- **Service Level Agreement**

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

- **Services provided by the Bidder**

Bidder(s) shall provide Services to FPS owners at respective FPS level in the entire group of Area of operation wherein the contract has been awarded and the Department on specified days as per the standards defined for each activity in the Service Level requirements detailed in this RFP.

- **Performance Review**

1. Monthly performance review of the Services rendered by the Bidder(s) will be carried out in Project Review Meetings every month during the whole lifecycle of this project.
2. Monthly Project Review Meetings will be conducted under the aegis of Principal Secretary, FCS&CA Department or under designated officer appointed by the Principal Secretary, FCS&CA Department with the successful Bidder(s) or their nominated representatives.
3. Indicative agenda for these monthly meetings will discuss progress of the project, priorities, Service levels and device performance with respect to locations of the FPSs.
4. The meeting date, time and venue will be informed by the Department. Additional meetings may also be held if needed at the request of either the Department or the Bidder(s)
5. The representatives of the district FCS&CA department will provide necessary field level information required from the point of view of vendor performance and service level monitoring during project review meetings. The same shall be used for verification of SLAs which require field level information for verification purpose.

- **Definition of SLA Terms**

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

#	SLA Terms	Definition
1	Availability	<ol style="list-style-type: none"> 1. shall means availability of the FPS Automation software (PDS main application) 2. shall means the availability of remote desktop monitoring application to monitor the health and availability of the ePoS devices 3. shall mean that the ePoS device remain online i.e. stays connected to the Central PDS Server and communicate/sync with the server in real-time (as per the log files available on the Central PDS Server) 4. shall means availability of the centralized helpdesk 5. shall means Electronic weighing machine working and sync with ePoS device
2	Uptime	Shall mean the time period for which the availability of the specified device/ services / components with specified technical and service standards are working as intended and available to the FPS Dealer / ePoS operator and for the purpose of the monitoring of the entire FPS automation program.
3	Downtime	Shall mean the time period for which the specified device/ services / components with specified technical and service standards are not available to FPS Dealer / ePoS operator and excludes the scheduled outages planned in advance by bidder for ePoS device application management, NIC for backend software management / data exchange and by UIDAI for Aadhaar/UID biometric authentication
4	Transaction	Shall mean sale of PDS commodities at the FPSs to the intended PDS beneficiaries using the ePoS device installed and maintained by the SI(s)
5	Incident	Refers to any Complaint / Event / Abnormalities reported in the functioning of ePoS devices commissioned at the FPSs that may lead to disruption in normal FPS operations or FPS Automation application, remote ePoS terminal monitoring application, link failure or non-availability of Helpdesk
6	HelpdeskSupport	<p>Shall mean, 7:00 am to 9:00 pm the helpdesk team shall provide Handholding support, Device malfunction reporting, Troubleshooting ticketing, other related enquiries, calls / communications by the FCS&CA</p> <p>Department and/or FPS Dealers during the period of contract</p>

7	Device Malfunction	Shall mean any issue / problem that impairs the functionality of the device externally or internally making the device inoperable and(or) working in compromised condition with no or reduced functionality and(or) any other unintended operation through the device
8	Intended Operation (of ePoS device)	Shall mean capability of the device to carryout out health-check, process ePoS based transactions for the distribution of PDS commodities, Aadhaar / biometric or OTP based authentication of beneficiaries at FPS level along with normal functioning of the other aspects of the integrated ePoS device like thermal printer, biometric sensor / fingerprint scanner / IRIS reader, card readers, etc. as may be decided by the FCS&CA Department in the technical specifications of the ePoS device
9	Response Time	Shall mean the time from the report of incident at the successful bidder's help desk to the time bidder's technician / engineer attended the reported incident
10	Resolution Time	Shall mean the time taken by the bidder's technician / engineer after the incident has been assigned to him / her in resolving, diagnosing, troubleshooting, fixing or replacing the faulty device at FPS level and followed by closing the incident by the bidder's helpdesk in confirmation with the FPS Dealer
11	Monitoring	Shall means continuous monitoring of the service level of the RFP Document. The field level monitoring and supervision shall be carried out by the District FCS offices.
12	Penalty	Shall mean deductions/recoveries to be made from the total monthly payable to the vendor for that month in INR from the invoices of the bidder as specified herein due to non-response, inefficiency, under performance and delayed service by the SI. This shall also include any non-compliance of the terms and conditions of the contract
13	Percentage Beneficiaries	Shall refer to the percentage of the total number of ration card holders at a given FPS
14	Online Area	Shall mean the geographical area / FPS location where the POS device is Connected with the Central PDS Server in real-time.
15	Offline Area	Shall mean geographical area / FPS location where the POS device is not Connected with the Central PDS Server in real-time.

Service Level Parameters

The operational portion of the agreement between the Department and the selected Bidder will be in the form of a SLA. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document. Selected Bidder will provide a web based SLA Monitoring tool to the Department for efficient and effective monitoring of SLA defined in the RFP.

The following points clarify the manner in which the SLA metrics will operate:

1. A set of parameters have been identified as key for ensuring the desired performance level for this project.
2. The table as under lists out the baseline performance level, method of measurement and how low performance will be treated by the Department.
3. The Bidder will get the Payment on the monthly basis if the baseline performance is complied with, as per the payment terms and conditions specified in this document.
4. Penalty will be calculated as per penalty clause mentioned as under.

Important Notes:

1. It should be noted that application/software for operation of ePoS devices will be provided by a successful bidder. Bidder shall be responsible for training his / her engineer/ technician to be deployed on field on application / software and efficiently installing and running the same on the device supplied along with successful functioning of other required features in the device like biometric Aadhaar / UID authentication through finger print scanner, utilization of thermal printer, card reader, etc. as mentioned in the technical specification of the device.
2. Successful bidder shall have its own incident handling and resolution software and will utilize the same to manage incident reporting with respect to incidents regarding ePoS devices reported by FPS owners. However, the bidder shall ensure that designated authorities from the FCS&CA Department will be given access to daily incident log reports, response and resolution time and other reports as required by them.
3. In the event of non-compliance of the service levels given below, Bidder(s) shall be subject to penalty as denoted in this RFP
4. In case of consistent Breach / non-compliance of service levels, the Department will have the right to terminate the Contract with Bidder(s) as per this RFP if required.
5. Once the incident is logged in the bidder's helpdesk system, then the incident can be resolved by the bidder's technician / engineer over-call or by personal visit to the respective FPS. In any case, bidder will be responsible for resolving incident as per the below defined SLAs
6. Incident resolution can be done through both the methods – (i) **over the call** with the respective FPS owner/operator by the bidder's technician / engineer, and (ii) **in person** visit to the respective FPS location by the bidder's technician / engineer.
7. Bidder(s) shall bear the responsibility of choosing the method of handling and resolving the incident reported by the FPS owner and should be based on the bidder's decision on how to resolve the incident in the least possible time frame.
8. Whichever way the Bidder(s) choose to deal with the incident, the method of the incident resolution has to be logged into the system by the bidder's helpdesk and accordingly the SLAs will be followed by the Bidder(s)
9. The hours mentioned in SLA are working hours and will be considered as per the working hours defined in this RFP
10. Number of transactions per FPS will differ and therefore, SLAs will be applicable to the successful Bidder(s) depending on the transactions that happen at a particular FPS.

• **Service Level Targets and Severity for Penalty**

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

Sl.	Section Service Level Parameter	Sub-parameter	Metric Use	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
[A]	Centralized Help Desk Facility						
1	Availability of Helpdesk services to FPS dealers to report incident/ log complaints	Availability of Helpdesk facility (over calls, SMSs and emails) during working hours on all working days during a month	No. of Hours	All working days in a month (excl. Govt. holidays) from 7 AM to 9 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 over call with FPS Dealer	The e-POS device & Electronic weighing machine must be fully operational, facilitating smooth functioning of the Project. If any non-functionality is reported in any part of the business transaction, then the component/device has to be replaced with the spare device for continuity device seriously affecting the	Average Resolution Time	Within 24 hours of reporting at the centralized call center, for replacing the component /device and making it functional	>24 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

[C] Scheduled downtime for Preventive Maintenance of installed & commissioned POS devices at FPS Level for Preventive Maintenance of installed & commissioned POS devices at FPS Level

3	Scheduled Downtime for preventive maintenance of ePoS devices	Scheduled Downtime for preventive maintenance, if conducted on working Day (between 5 th and 25 th of every month from 7 AM to 9 PM)	Average Downtime above scheduled downtime	Less than 2 Hours	Between 2 Hours to 4 Hours	Between 4 to 6 Hours	More than 6 Hours
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[D] Availability of FPS Automation/PDS application used for carrying out PDS transactions

4	Availability of FPS Automation/PDS application	Availability of FPS Automation/PDS application in a month	Availability in Month	=>95% per month except any planned software/hardware/network outage approved by FCS&CA department between 7 AM to 9 PM	=>92% but <95% of unavailability between 7 AM to 9 PM in a month	=>90% but <92% of unavailability between 7 AM to 9 PM in a month	<90% unavailability between 7 AM to 9 PM in a month
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[E] Remote Desktop based ePoS Monitoring Facility for the Department

5	Availability of Remote Desktop based ePoS Monitoring Software	Availability of Remote Desktop based ePoS Monitoring Software/Application in a Month.	Availability in Month	=>95% per month except any planned software/hardware/network outage approved by FCS&CA department between 7 AM to 9 PM	=>92% But <95% Of unavailability between 7 AM to 9 PM in a month	=>90% but <92% of Unavailability between 7 AM to 9 PM in a month	<90% unavailability between 7 AM to 9 PM in a month
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[F]	Security Incident Management (ePoS devices and ePoS Transactions Server) against cyber and physical risks						
6	Security Management Failure. Incidents such as virus attack, denial of service attack, data theft, device theft, etc.	In event of such an occurrence, immediate steps to be taken towards damage control and to secure the system within 6 hours of reporting the incidence at the Helpdesk	Incidents Resolution Time per incident	6 working hours after incident is reported to helpdesk/ call centre	> 6 work hours but <= 8 work hours after incident report is registered	> 8 work hours but <= 10 work hours after incident report is registered	> 10 work hours after incident report is registered

Factors Considered as External

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

1. Floods/Storms/terrorist attacks
2. Disruption due to heavy clouds, extreme windy conditions, dust storms, hailstorms, etc.
3. External channel failures such as downtime of Aadhaar application or disruption of services provided by ISP etc.

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 while monitoring the system downtime. The Department shall also take necessary corrective actions in these cases.

• Penalties

The bidder(s) shall be paid total monthly 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 above table, would be deducted from the total monthly payable to the vendor after Project Go-live. In case penalty amount is higher than the total monthly payable to vendor, the Department will have the right to recover the excess amount from the bidder, in the manner as may be deemed appropriate by the Department

- Delay in work during implementation phase**

If the project is delayed from stipulated project plan, the late penalty every week of delay would be:

#	Delay in Implementation of Project (From Date of Acceptance of the contract on GEM)	Penalty (in INR)
1	Delay of up to 2 Week in implementation	1 lac per week
2	Delay of up to 4 Weeks in implementation	2 lacs per week
3	Delay beyond 6 Weeks in implementation	5 lacs per week

In case, if the delay goes beyond a period of **8 weeks**, the FCS&CA Department have reserve the right to terminate the contract. Department in such scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if already made by the Department will also be recovered from the Vendor/SI.

In the event of any delay, the SI may be provided with an opportunity to represent their case for delay in front of the Department. However, the decision made by the Department shall be final and binding on the SI.

- 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 Centralized Help Desk Services	Availability of Helpdesk facility to FPS dealers (over calls, SMSs and emails) during working hours on all working days during a month	All working days in a month (excl. Govt. holidays) from 7 AM to 9 PM	None	No penalty
			Facility not available continuously for 24 Hours	Low	INR 5000 per incidence
			Facility not available continuously for 24 Hours to 48 Hours	Medium	INR 10000 per incidence

			Facility not available continuously for more than 48 Hours	High	INR 20000 per incidence plus 1,000 per 24 hours
2	Client Site Support - Resolution of the incident by SI's technician /engineer	The e-POS device has to be installed at the various locations and must be fully operational, facilitating smooth functioning of the project. If any non-functionality is reported in any part of the device seriously affecting the business transaction, then the component/ device has to be replaced with the spare device for continuity	Within 24 hours of reporting at the centralized call center, for replacing the component /device and making it functional	None	No penalty
			>24 hours but <= 48 hours after incident is logged into the system	Low	INR 100 per incidence
			>48 hours but <= 60 hours after incident is logged into the system	Medium	INR 200 per incidence
			More than 60 hours after incident is logged into the system	High	INR 500 per incidence plus INR 100 per day
3	Scheduled Downtime for preventive maintenance of ePoS devices	Scheduled Downtime for preventive maintenance if conducted on working Day other than that between 1 st to 5 th of every month	Less than 2 Hours	None	No penalty
			Between 2 Hours to 4 Hours	Low	INR 100
			Between 4 to 6 Hours	Medium	INR 200
			More than 6 Hours	High	INR 500 plus 100 per hour
4	Availability of FPS Automation/PDS application	Availability of FPS Automation/PDS application in a month except any planned software/hardware/ network outage	>=95% per month	None	No penalty
			=>92% but <95% of unavailability during the month	Low	INR 1000
			=>90% but <92% of unavailability during the month	Medium	INR 2500

		approved by FCS&CA department	<90% unavailability during the month	High	INR 5000 plus 1000 of each percentage drop
5	Availability of Remote Desktop ePoS Monitoring Software / Facility for the FCS&CA Department	Availability of Remote Desktop ePoS Monitoring except any planned software/hardware/ network outage approved by FCS&CA department Software/Application in a month	>=95% per month	None	No penalty
			=>92% but <95% of unavailability during the month	Low	INR 5,000
			=>90% but <92% of unavailability during the month	Medium	INR 10,000
			<90% unavailability during the month	High	INR 25,000 plus 15,000 of each percentage drop
6	Security Management Failure. Incidents such as virus attack, denial of service attack, data theft, device theft, etc.	Level-I incidents: In event of such an occurrence, immediate steps to be taken towards damage control and to secure the system within 6 hours of reporting the incidence at the Helpdesk	6 working hours after the incident is reported to helpdesk/ call center.	-	Every occurrence of Level-I security incident would attract a penalty of INR 5,000/-
			> 6 work hours but <= 8 work hours after incident report is registered.	Low	INR 15,000/-
			> 8 work hours but <= 10 work hours after incident report is registered.	Medium	INR 25,000/-
			> 10 work hours after incident report is registered.	High	INR 50,000/- Plus INR 5,000/- for every additional hour.

Note:

1. In case, SI is not able to meet the expected Service Level(s) due to any **Natural Calamities** and its payments are subjected to penalties, a penalty waiver / relaxation may be considered by the Principal Secretary / Secretary (FCS&CA) up on written request by the SI giving requisite details along with supporting facts to substantiate its request for penalty waiver/relaxation.
2. Other than Natural calamities, delay in delivery penalty would be as per the SLA, subject to maximum cap of 10% of Monthly Billing. If the penalty reaches 10% penalty cap for more than 3 Quarters, department has right to decide and terminate the contract.

2.7. Implementation schedule

Following are the timelines for the completion of various phases:

#	Task	Completion date
1	Issue of Contract on GeM by FCS&CA Department, Gujarat	T
2	Furnishing of Performance Bank Guarantee	T + 2 weeks
3	Establishment of branch office in Gandhinagar (in the event that the successful bidder does not already have one)	T + 2 weeks
4	User Acceptance for POS Client Software	T+ 2 weeks
5	User acceptance for Call centre Software application	T+2 weeks
6	PoC in selected FPS shops in 2 districts	T+ 3 weeks
7	Training to Food, Civil Supplies and Consumer Affairs Department officials as per prescribed Training Plan	T+ 5 weeks
8	Establishment of call center in Head Office, Gandhinagar	T+6 weeks
9	Deployment, Installation of ePoS devices, Electronics weighing machine and all other accessories (along with customized application) and start of provision of services across all FPS shops across all districts in the Groups allotted to bidder including inspection to be carried out by GIL	T+7 weeks
10	FPS Training	T+8 weeks
11	Devices Delivery Report	T+10 weeks
12	Go-Live for Implementation	T+12 weeks
13	Experience sharing & Lessons Learnt Workshop as per training plan	T+12 weeks
14	Operation & Maintenance of the system for a period of three years extendable upto five years (3+2 years) depending on performance from Go-live	Go live + (3+2) years

T= Date of award of contract

Note: The contract be awarded for three years with condition to extend for two years based on

performance. The Go-live for the start of 3+2 years engagement shall be at the district level. The go-live definition for a district will be: **Commencement of online transactions on 100% of the ePoS devices in that district.**

Whereas, the definition of a completed transaction will be: **Complete communication between ePoS device and PDS/FPS automation server for that transaction.**

3. INSTRUCTIONS TO BIDDERS

3.1. General Eligibility

1. Bidders marked/considered by GoG to be ineligible to participate for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices shall not be eligible.
2. Corrupt, fraudulent and unethical practices means:
 - i. "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the process of contract execution and
 - ii. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to detriment of the purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of free and open competition:
 - iii. "Unethical practice" means any activity on the part of bidder which try to circumvent tender process in any way. Unsolicited offering of discounts, reduction in financial bid amount, upward revision of quality of goods etc after opening of first bid will be treated as unethical practice.
3. GIL/FCS&CA Dept will reject a proposal for award and also may debar the bidder for future tenders in GoG, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.
4. Breach of general or specific instructions for bidding, general and special conditions of contract with GIL or any of its user organizations may make a firm ineligible to participate in the bidding process.

3.2. Cost of Bidding & Site Visit

The bidder shall bear all the cost associated with the preparation and submission of bid including prototype presentation. The client/consultant will in no case be responsible or liable for those costs.

3.3. Pre bid clarification

S. No.	Bidding Document Reference(s) (section number/ page)	Content of RFP requiring	Points of clarification

All clarifications should be sent either by email from email ID of primary contact person of GIL on or before the deadline mentioned in the RFP. Telephone calls will not be accepted for clarifying the queries. GIL/FCS&CA dept will not be responsible for not receive the clarifications.

3.4. Clarification on bidding document

5. On approval of the FCS&CA dept, GIL may modify the RFP document by issuing amendment(s). All bidders will be notified of such amendment(s) by publishing on the GeM & GIL website, and these will be binding on all the bidders.
6. In order to allow bidders a reasonable time to take the amendment(s) into account in preparing their bids, GIL, at its discretion, may extend the deadline for the submission of bids.

3.5. Amendment of bidding document

1. At any time prior to the deadline for submission of bids, GIL, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bidding documents by amendment.
2. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the GIL, at its discretion, may extend the deadline for the submission of bids.
3. Apart from the RFP, if any question arise for the interpretation of the RFP, the decision of the TENDERER will remain final.

3.6. Cost of Bid Preparation

The bidder shall bear all costs associated with the preparation and submission of its bid and GIL shall in no event or circumstance be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process. All costs incurred in connection with participation in the bidding process, including, but not limited to, costs incurred in participation in meetings/ discussions/ presentations, preparation of proposal, in providing any additional information required by GIL to facilitate the evaluation process and in negotiating a definitive contract or all such activities related to the bid process will be borne by the bidder. This RFP does not commit GIL to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

Bidders shall furnish the required information on their technical and commercial proposals on GeM portal only.

3.7. Right to Terminate the Process

GIL/ FCS&CA Dept makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by the GIL/FCS&CA dept. The bidder's participation in this process may result in GIL/FCS&CA dept selecting the bidder to engage in further discussions and negotiations towards execution of a contract. The commencement of such negotiations does not, however, signify a commitment by GIL to execute a contract or to continue negotiations.

4. BID SUBMISSION

4.1. Authentication of Bids

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid. Copy of the Power of Attorney also needs to be attached with the pre- qualification proposal.

4.2. Interlineations in Bid

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 initialled by the person or persons signing the bid.

4.3. Late Bids

Bids to submit on GeM Portal within the time limit given.

4.4. Availability of Tender documents

Tender document can be downloaded from;

For the detailed tender notice, please visit www.gem.gov.in or <https://gil.gujarat.gov.in>

The bidders are expected to examine all the instructions, forms, terms, project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid.

4.5. Registration of vendors

Bidders are required to register on GeM for participation in the bid.

4.6. Payment of transaction Fee

4.6.1. Mode of submission

Bids have to be submitted on GeM portal only. The EMD shall be submitted to the concerned as per the details mentioned in the RFP. Bids without adequate EMD, EMD validity will be liable for rejection of the bid.

4.6.2. Submission of Original EMD & Tender document fee

- a. Submission of original DD/BG which were scanned and uploaded towards EMD by participating bidders should be submitted to the tender inviting authority as per GeM GTC.
- b. All the bidders shall invariably upload the scanned copies of DD/BG in e- Procurement system and this will be the primary requirement to consider the bid responsive.
- c. The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, DD/BG towards EMD on GeM Portal and open the pre-qualification bid of the responsive bidders.
- d. In case, bidder is eligible for EMD exemption, the bidder is required to submit the appropriate document for exemption as per GeM GTC.

4.6.3. Conditional bids: Not acceptable and liable for rejection.

5. Bid Opening and Evaluation

5.1. Opening of Bids

Date and Time : As indicated in bid document

Place for bid opening : On GeM portal as per time mentioned in the bid

5.2. General Guidelines for bid opening

Bids will be in three parts - Pre-Qualification, Technical and Financial.

5.3. Opening of bids

Bids will be opened on GeM Portal.

5.4. Clarification of bids

During evaluation of the bids, GIL may, at its discretion, ask the bidder for clarification of its bid.

5.5. Evaluation of Bids

Evaluation of the bids will be done in three stages and at the end of every stage short listed bidders will be informed to have fair and healthy competition. The following is the evaluation criteria.

#	Description	Code
1.	Stage-I Bidding – Pre Qualification Evaluation	S1
2.	Stage-II Bidding – Technical Evaluation Only those bidders who qualify in Stage I will be considered for Stage II	S2
3.	Stage-III Bidding – Commercial Bid Evaluation Only those bidders who qualify in Stage II will be considered for Stage III	S3

Stage-I Bidding (S1) - Pre Qualification Evaluation

Pre- qualification criteria

The bidder must possess the requisite pre qualifications, capabilities and financial strength to provide the services described in the bid document. The following is the pre- qualification criteria.

#	Eligibility Criteria	Documents to be submitted
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 governed by India Partnership Act 1932 (Joint Venture with maximum of 2 partners is allowed). <p>Note: Shall be applicable for all members of the Joint Venture in case of 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, a copy of Memorandum of Understanding (MoU) executed by the JV members along with the complete details of the members of the JV firm, roles and responsibilities, financial division, contractual obligations, their technical expertise etc.</p>
2.	The bidder (Solely or JV) should be in the business of supply, installation and maintenance of biometric ePoS machines / weighing machine in India for last three years as on date of submission of bid.	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates.
3.	The bidder should have a cumulative annual average turnover of Rs.70 Crore solely or total turnover of JV in last 3 financial years (FY 2021-	Audited Financial Statements certified by Chartered Accountant / Audited Balance Sheets

	22, FY 22-23, FY 23-24).	
4.	The bidder solely or Prime partner of JV must have supply/Rented a minimum of 13,560 biometric ePoS devices to any Central / State Govt Organization / PSU in the last 3 financial years before the bid opening date (FY 2021-22, FY 22-23, FY 23-24)	Copies of satisfactory work completion certificate from buyer.
5	The bidder solely or secondary partner of JV should have supply / Rented at least 13,560 Electronic weighing machines, to any Central / State Govt Organization / PSU in the last 3 financial years before the bid opening date (FY 2021-22, FY 22-23, FY 23-24).	Copies of satisfactory work completion certificate from buyer.
6.	Bidder shall be biometric ePoS machine & Electronic weighing machine manufacturer or Authorized Distributor of the OEM. In case of JV Bidder shall be biometric ePOS machine and Electronic weighing machine manufacturer or Authorized Distributor of OEM. Authorization letter from OEM /Authorized Distributor (capable to give manufacturers authorization) as per the enclosed format on Annexure-V Note: OEM should provide authorization to single Bidder/Distributor to participate in the bid.	Authorization letter from OEM / Authorized Distributor (capable to give manufacturers authorization) as per the Enclosed format.
7.	The bidders (both partner in JV) shall have a valid ISO 9001:2008 or latest.	Copy of the valid Certificate
8	Brochure and OEM Compliance of the Offered product on OEM Letter pad	Brochure and OEM Compliance
9.	The bidders (solely or both partner in JV) shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN Documents
10.	The bidder (solely or both partner in JV) and its OEM shall not have been blacklisted for fraudulent and corrupt practices by the Central Government or any State Government – Department/ PSU/ Agency/ Organization in India at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 300.00

5.6. Stage-II Bidding (S2) – Technical Evaluation

Only those bidders who qualify in Stage I will be considered for stage II.

Part-A

S. No.	Description	Requirement	Supporting Documents
1	Devices and products proposed in the technical proposal are in compliance with the technical specifications of biometric ePOS devices and other devices mentioned in RFP	Mandated/ Pre requisite for further evaluation	<ul style="list-style-type: none"> Form T1 Technical compliance Datasheets of proposed devices Certifications

Part- B

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
A.	Product(s) proposed in the technical proposal are in compliance with the Technical Specification for the biometric ePoS device as mentioned in RFP	Mandated / Pre- Requisite for further evaluation	OEM Compliance sheet
B.	Technical Evaluation Framework	95 points	
B.1.	Bidders Turnover: Annual cumulative average turnover of Bidder in last 3 financial years FY, 2021-22, FY 22-23, FY 23-24 <input type="checkbox"/> >120 Cr = 20 Points <input type="checkbox"/> >95 to 120 Cr =15 Points <input type="checkbox"/> 70 to 95 Cr = 10 points Shall be applicable for Lead Member in case of Joint Venture	20 points	Audited Financial Statements / Balance Sheets by a Certified Chartered Accountant
B.2.	Biometric ePoS with IRIS Machine supplied: Number of ePoS machines / Handheld machines with IRIS supplied in the last 3 financial years by bidder (Prime Partner of JV) ((FY 2021-22, FY 22-23, FY 2023-24)) <input type="checkbox"/> > 23600 and above =20 Points <input type="checkbox"/> > 18600-23600 =15 Points <input type="checkbox"/> 13560-18600 = 10 Points	20 points	Work order copy/ Installation/client certificate

B.3.	<p>Electronic weighing machines: No. of 50 Kg or above Electronic Weighing machines supplied/rented provided with biometric ePOS in the last 3 financial years by bidder (Secondary partner of JV) before the bid opening date (FY 2021-22, FY 22-23, FY 2023-24).</p> <p><input type="checkbox"/> > 23600 and above =15 Points</p> <p><input type="checkbox"/> >18600-23600 =10 Points</p> <p><input type="checkbox"/> 13560-18600 = 5 Points</p>	15 points	Work order copy/ Installation/client certificate
B.4.	<p>Experience: Experience of supplying Point of Sale devices for Government/ PSU projects in India with project value greater than 15 Crore each by bidder (any partner of the JV) for last 3 Financial Years.</p> <p><input type="checkbox"/> 5 or more Projects = 10 points</p> <p><input type="checkbox"/> 3 Projects = 5 Points</p> <p><input type="checkbox"/> 1 Project = 3 Point</p>	10 points	Work order copy/ installation/client certificate

B.5.	<p>Proposed product with</p> <ol style="list-style-type: none"> 1. Built in EMV & PCI Certified Contact smart cardreader – 3 Marks 1. The Physical Qwerty keypad or Virtual keypad is allowed. 2. Provision for Dual GSM physical SIM slot support 4G and above and Dual physical SAM slots for software up-gradation in device : 3 Marks 3. Inbuilt USB 2.0 <ul style="list-style-type: none"> - One free port of USB 2.0: 3 marks 4. The proposed ePOS device certifications: BIS, CE, ROHS, IP54, STQC <ol style="list-style-type: none"> a) 5 certifications: 2 Marks, b) >3<5: 1 mark 5. IRIS SCANNER--- 3 mark 	15 points	<ul style="list-style-type: none"> <input type="checkbox"/> Bidder to Demonstrate the compliance along with EMV certificate <input type="checkbox"/> Bidder to Demonstrate the compliance <input type="checkbox"/> Bidder to Demonstrate the compliance <input type="checkbox"/> Bidder to attach relevant product certifications <input type="checkbox"/> Onboard encryption to be demonstrated during technical demo
4	<p>Approach & Methodology:</p> <ol style="list-style-type: none"> i. Proposed Application for the ePoS and Software Integration Methodology = 3 Points ii. Manpower Deployment Plan = 3 Points iii. Implementation Plan & Methodology = 3 Points iv. Help desk Solution = 2 Points v. Support & Maintenance = 2 Points vi. Training Plan = 2 Points 	15 points	Submit Relevant sections along with the e-Bid documents
C.	Technical Demonstration/PoC	5 points	

5.1	Complete Transaction Time from ePoS Device <input type="checkbox"/> <2 Minute = 5 Points <input type="checkbox"/> 2 – 3 Minute = 3 Points <input type="checkbox"/> >3 – 4 Minutes = 1 Points	5 points	Demonstration/ PoC
	Total	100 points	

1. The Technical Evaluation Committee based on the presentation and Technical Bid submitted shall allot Technical Scores out of total Technical score of 100 marks.
2. The minimum qualifying Technical score for consideration to open the Commercial Bids **shall be 70 points and above.**

5.7 Final Evaluation:-

Final evaluation of bid based on Quality cum cost basis [QCBS], 70% weightage shall be given to the technical qualifications & 30% for the commercial bid. Bidders to get Minimum 70 points to be eligible to be considered for commercial BID Bidders are required to furnish the details with regard to their Technical Evolution Score Claims. Please note that the proposals shall be evaluated on the basis of the documents submitted as a part of the technical bid.

The total techno – commercial score of each bidder will be calculated as follows:

$$T_{Sn} = \{(T_n/Th)*70\} + \{Cl/Cn\}*30\}$$

Where:

T_{sn} = Total Techno – commercial score of the bidder.

T_n = Technical Score of the bidder.

Th = Highest Technical Score amongst all technical qualified bidders.

Cl = Lowest Total Quoted Price amongst all technical qualified bidders.

Cn = Total Quoted Price of the bidder.

The bidder with the highest Total techno commercial score will be declared as the successful bidder.

6. General Conditions of Contract (GCC)

6.1. Contract and Interpretation Standard

Note: Any bidder quoting less than 70% of the approved rate by Government of India; Ministry of Consumer affairs, Food and Public Distribution (Department of Food and Public Distribution) New Delhi; Vide circular No : 363; Notification :- G.S.R 384 (E) dated 23rd May 2022. Shall be considered as an Undervalued bid & the bid shall be summarily rejected.

6.2. Use of documents and information

1. The bidder shall not, without prior written consent from GIL/DFCS, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the GIL/DFCS in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
2. The bidder shall not, without prior written consent of GIL/DFCS, make use of any document or information made available for the project, except for purposes of performing the Contract.
3. All project related document (including this bid document) issued by GIL/DFCS, other than the contract itself, shall remain the property of the Department and shall be returned (in all copies) to

the Department on completion of the bidder's performance under the contract if so required by the Department.

6.3. User license and patent rights

1. The bidder shall provide licenses for all software products, whether developed by it or acquired from others. In the event of any claim asserted by a third party for software piracy, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the Department is required to pay compensation to a third party resulting from such software piracy, the bidder shall be responsible for compensation including all expenses, court costs and lawyer fees. The Department will give notice to the bidder of such claim, if it is made, without delay.
2. The bidder shall indemnify the purchases against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

6.4. Performance security

1. On receipt of notification of award, the bidder shall furnish performance security (10% of order value of tenure) to Department in accordance with bid document requirement.
2. The proceed of the performance security shall be payable to the Department as compensation for any loss resulting from the bidder's failure to complete its obligations under the contract.
3. The performance security shall be denominated in Indian rupees or in a freely convertible currency acceptable to Department and shall be in one of the following forms:
 - a. A bank guarantee or an irrevocable letter of credit, issued by a reputed bank located in India with at least one branch office in Gujarat, in the form provided in the bidding document or another form acceptable to the Department; or
 - b. A cashier's cheque or banker's certified cheque or crossed demand draft or pay order drawn in favour of the Department.
4. The performance security will be discharged by the Department and returned to the bidder not later than thirty (30) days following the date of completion of all formalities under the contract.
5. On receipt of notification of award from GIL/DFCS, the successful bidder shall furnish the implementation/ performance security in accordance with the conditions of contract, as mentioned in the RFP.
6. Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event GIL/DFCS may make the award to another bidder or call for new bids.
7. In the event of any contract amendment, the bidder shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

6.5. Manuals and drawings

1. Before the goods and services are taken over by the user, the bidder shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).
2. The bidder shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.
3. The manuals and drawings wherever applicable shall be in English or Gujarati.
4. At least one set of the manuals should be supplied for each installation sites.
5. Unless and otherwise agreed, the goods and services shall not be considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the user.

6.6. Confidentiality and Property rights

Confidentiality

All the information, data and business processes, which the bidder would come across during execution of the project, will be maintained in strict confidentiality by the bidder.

The bidder should not use the data and information for any purpose other than the intended usage and limiting the usage of data and information for completing the scope of the work as defined in the RFP. If at any stage, it is found that the bidder is using data and information then stringent legal action will be initiated as per applicable law as on the bid calling date or Post bid calling date. Further, the Client and/or Consultant may terminate the contract without assigning any reasons and no payment will be made.

After fully following the contract closure procedure, the bidder shall destroy complete data in the presence of the Client and/or consultant within 10 days after contract closure. If the bidder retains any copies of the data, then the bidder is liable for any legal action as per the applicable in at the time of bidding or at time of contract closure or at the time occurrence of the fraudulent usage of the data.

Indemnification

The bidder shall, at its own expense, defend and indemnify the Client against all third-party claims of infringement of intellectual property rights, including patent, trademark, copyright, trade secret or industrial design rights arising from use of the products or any part thereof in the Client's country.

The bidder shall expeditiously extinguish any such claims and shall have full rights to defend itself there from. If the Client is required to pay compensation to a third party resulting from such infringement, the bidder shall be fully responsible thereof, including all expenses and court and legal fees.

The Client will give notice to the bidder of any such claim without delay and shall provide reasonable assistance to the bidder in disposing of the claim.

6.7. Ownership of Developed Applications, APIs, SDK and Intellectual Property Rights (IPR)

In addition to these, Department will be the exclusive owner of the processed and unprocessed data.

All the Deliverables will be the property of Department from the Date of Accepting the Information System.

The copyright in all documents, other materials containing data, software and information furnished to the Client by the bidder shall remain vested with client. Any customization to other users by bidder should be with the permission of the Client and revenue sharing can be as per mutually agreed terms and conditions.

6.8. Contract Execution

Inspections and Acceptance Test

1. The Client/Consultant or its representatives shall have the right to inspect and/or test the Systems to confirm their Contract specifications at point of delivery and/or at the final place(s) of Installation at no extra cost to the Client.

2. Should any inspected or tested Items fail to conform to the Contract specifications or to pass the Acceptance Criteria as defined in the Specifications, the Client may reject the Items, and the bidder shall either replace the rejected Item or make alterations as necessary to meet the specifications free of cost to the Client.
3. Acceptance of the Item (or part thereof) shall be made at the Delivery/Installation sites specified in the Delivery / Installation Schedules. At the Client's discretion, Acceptance tests will also be performed on replacement products, upgrades and new version releases, and products, which are added or modified after Acceptance of the Systems by Departmental representatives.
 - a. The Client shall provide the necessary input in the form hardware and software specifications for demonstrating conformance to such specifications by the bidder, pursuant to GCC Clauses, within the number of days from the Effective Date of the contract specified in SCC. Acceptance criteria will be defined in terms of level of conformance to the specifications established by the client and to substantiate the standard of performance stipulated in the bid.
The bidder shall devise suitable Quality Assurance Tests for the products to be supplied and show evidence of conformance to specifications before delivery. This has to be certified by third-party certification agency like STQC for their functionalities.
 - b. The bidder has to confirm the specifications mentioned with evidence such as standard quality certification should not be older than one year and valid up to two years.
 - c. Nothing in shall in any way release the form of warranty or other obligations under this Contract or limit the Client's ability to seek other remedies as specified in the Contract.

6.9. Change Order

The Client may at any time, by a written order given to the bidder, make changes within the general scope of the Contract in any one or more of the following on mutually agreed terms and conditions:

1. The Services to be provided by the bidder, and/or
2. The Substitution of new products and services from the bidder.

Note: If any question/dispute arising of this RFP, the decision of TENDERER will be final.

6.10. Bidder's Obligations

1. The bidder will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country, and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The bidder will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.
2. The bidder is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using state of the art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.
3. The bidder is obliged to work closely with the Department, act within its own authority, and abide by directives issued by the Department that are consistent with the terms of the Contract. Bidder is responsible for managing the activities of its personnel and sub-contracted personnel, and will hold itself responsible for any misdemeanors.
4. The bidder shall appoint an experienced representative to manage its performance of the Contract within 15 days from Contract signature. The Representative shall be authorized to accept orders and notices on behalf of the bidder, and to generate notices and commit the bidder to specific courses of action within the scope of the Contract. The Representative may be replaced only with the prior written consent of the Client.
5. Bidder shall ensure the Privacy, Security and Safety of all confidential data shared by the Client and shall delete/destroy such confidential data immediately after its use.

6.11. Insurance

1. It is suggested that the Item supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery up to user site.

6.12. Transportation

Transport of the goods to the project site(s) shall be arranged by the bidder at his cost.

6.13. Sub-Contracting

The vendor shall not assign in whole or in part its rights and obligations to perform under this contract to any third party.

6.14. Indemnification

GIL/DFCS or Government will not indemnify for any loss or damages caused to the vendor or its staff in any form during their performance on the project.

6.15. Contract Price & Payments

Project is a service-based Rental model project and not simply a project involving supply of goods and construction of works. Hence, basically the payment will be made only if services are rendered by the Implementing Agency/Service Provider as agreed upon.

6.16. Taxes

All quoted prices shall be inclusive of all taxes as per GeM GTC.

6.17. Price Adjustments

Prices shall be held constant over a entire contract period

6.18. Advance Payment

No Advances will be paid

6.19. Insurance to men, machine and material

The bidder has to insure against all risks on his men, machine and material and provide the evidence before commencing the work to the client.

6.20. Subcontract

Subcontract is not allowed in any form. During the program, if found that bidder has given subcontract, the contract will be cancelled and implementation cum performance security will be forfeited besides black listing the bidder to participate in any future tender of GIL/DFCS.

6.21. Infrastructure arrangement by bidder

The bidder shall make his own arrangements for infrastructure which includes power, water and transportation of personnel deployed by him, security at the site in addition to the men, machine and material.

7. EXIT MANAGEMENT

7.1. Exit Management Purpose

- ☐ In the case of termination of the Project Implementation and/ or Operation and Maintenance SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- ☐ The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

7.2. Cooperation and Provision of Information

During the exit management period, the Bidder shall allow the Department access to information reasonably required defining the then current mode of operation associated with the provision of the services to enable the Department to assess the existing services being delivered.

7.3. Confidential Information, Security and Data

The Bidder will promptly on the commencement of the exit management period, supply to the Department the following:

- ☐ Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual

Property Rights; any other data and confidential information related to the Project, all current and updated services.

- Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement bidder in a readily available format.
- All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to the Department or its Replacement bidder (as the case may be).
- Before the expiry of the exit management period, the bidder shall deliver to the Civil Supplies Department, Govt. of Gujarat all documentation created for the purpose of this Project and shall not retain any copies thereof.
- Before the expiry of the exit management period, unless otherwise provided under the Agreement, the Civil Supplies Department, Govt. of Gujarat shall deliver to the bidder all forms of confidential information, which is in the Possession or control of Project or its users.

7.4. Employees

Promptly on reasonable request at any time during the exit management period, the bidder shall, subject to applicable laws, restraints and regulations (including in particular those relating to privacy) provide to the Department, a list of all employees (with job titles and communication address) of the bidder, dedicated to providing the services at the commencement of the exit management period;

7.5. Rights of Access to Information

At any time during the exit management period, the bidder will be obliged to provide an access of information to the Department, and/ or any Replacement the bidder in order to make an inventory of the Assets (including hardware/ Software/ Active/ passive), layouts, diagrams, schematics, documentations, manuals, catalogs, archive data, policy documents or any other material related to the Project.

7.6. Rights of Access to Premises

At any time during the exit management period, where Assets are located at the Implementing agency's premises, the bidder will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) Civil Supplies Department, Govt. of Gujarat and/ or any Replacement bidder in order to make an inventory of the Assets.

7.7. General Obligations of the System Integrator

1. The bidder shall provide all such information as may reasonably be necessary to affect as seamless a handover as practicable in the circumstances to the Civil Supplies Department, Govt. of Gujarat or its nominated agencies or its Replacement Implementing agency and which the bidder has in its possession or control at any time during the exit management period.
2. For the purposes of this Schedule, anything in the possession or control of bidder, associated entity, or sub-contractor is deemed to be in the possession or control of the bidder.
3. The bidder shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

7.8. Exit Management Plan

System Integrator shall provide the Department with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the SLR as a whole and in relation to the Project Implementation, the Operation and Maintenance and Scope of work definition.

1. A detailed program of the transfer process that could be used in conjunction with a Replacement bidder including details of the means to be used to ensure 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;
2. Plans for the communication with staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on Project's operations as a result of undertaking the transfer;
 3. Plans for provision of contingent support to the Project and Replacement of bidder for a reasonable period after transfer.
 4. System Integrator shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
 5. Each Exit Management Plan shall be presented by the bidder to be approved by the Department.
 6. The terms of payment as stated in the Terms of Payment Schedule includes the costs of the bidder complying with its obligations under this Schedule.
 7. In the event of termination or expiry of SLA, Project Implementation, Operation and Maintenance or Scope of Work each party shall comply with the Exit Management Plan.
 8. During the exit management period, the bidder shall use its best efforts to deliver the services. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
 9. This Exit Management plan shall be furnished in writing to the Department or its nominated agencies within 90 days from the Effective Date of this Agreement.
 10. The audit and access rights contained within this Schedule shall survive the termination or expiration of the Agreement for a period of twenty-four (24) months. For the avoidance of doubt, this right of audit shall not apply to data and records returned to Project/ destroyed in accordance with Exit Management Schedule.
 11. The bidder shall also provide all kind of technical support to designated agency while transferring the project and hand hold the project for at least one month to enable designated agency develop sufficient skills for smooth maintenance and operations of the project.

RESOLUTION OF DISPUTES:

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement both Parties hereto shall endeavor to settle such dispute mutually and amicably through negotiation.

Governing Law and Jurisdiction: This Memorandum of Understanding shall be governed by and be construed in accordance with the laws of Republic of India. These Terms shall be governed by and construed in accordance with the Indian law. Any dispute arising under these Terms shall be subjected to the exclusive jurisdiction of the courts located in Gandhinagar or Ahmedabad, Gujarat only.

8. TECHNICAL SPECIFICATIONS OF DEVICES

8.1. Electronic Point of Sale (EPOS) Device

The specifications provided above are minimum indicative specifications only. Higher/better specifications shall be considered.

The ePOS Device to be used in the PDS should be STQC, UIDAI & Make in India Complied.

S.No.	Description	Minimum suggested specifications
1	Processor	High performance Processor with speed of 2 GHZ quad core or above capable of performing at least 10 transactions per minute in laboratory environment.

		<ol style="list-style-type: none"> 1. Perform Biometric Authentication of the PDS beneficiary with UIDAI server. 2. Generate Encrypted pay load for maximal Sales data. 3. Transmit the Encrypted transaction sales data to PDS server. (Remove the locally stored sales data only after getting acknowledgement from the server) <p>- Processor should be capable enough of performing FINGERPRINT authentication with AUA/ASA/UIDAI server. Geek Benchmark Score: >500(Single core), 1800 (Multi core)</p>
2	OS	Linux Stable OS /Android 12/Windows
3	Memory	<ul style="list-style-type: none"> • 4 GB or higher RAM (for Linux) and 4 GB or higher RAM (for Android /Windows) • 64 GB or higher In-built Storage (Flash Memory) for Linux & 64 GB or higher In-built Storage (Flash Memory) for Android • (Minimum 500 MB free disk space)
4	Expansion Slot	Micro SD slot should be able to support up-to 32 GB.
5	Communication	Should support 3G,4G, LTE or above, Wi-Fi and Bluetooth. Device should support GPS feature.
6	Interface	At least one free USB port shall be available after setting up the entire solution including peripheral devices like IRIS Scanner and Weighing Scale
7	Display	5.5 inch or higher colour TFT Display supporting QVGA (1280 x720) or better resolution and 64K or higher colours resolution.
8	Key Pad	Qwerty keypad with navigation keys, Function key, keys size to be large enough for navigation.
9	Battery	Swappable & Dry/Rechargeable, Li-ion or Li- Polymer battery capable of providing minimum 12 hours of operation while all function of device active i.e. battery capacity of minimum 2600mAH(Minimum18.72 Wh for Linux) and minimum 3250 mAH (Minimum 23.40 Wh for Android & Windows).
10	Power Adapter	Power Adapter with surge protection and operating range 100 to 240V,50Hz. AC input
11	SIM & SAM slot	Dual GSM SIM slot support 3G, 4G, LTE or above and Minimum One SAM slots for software up-gradation in device.
12	Printer	Integrated 2" Thermal Printer
13	Audio	Good quality Speaker with 1W or higher output for announcements
14	Finger print Scanner	STQC AND UIDAI Certified L1 biometric Fingerprint scanner
15	IRIS Scanner (External)	STQC and UIDAI Certificated IRIS Scanner with inbuilt Encryption
16	In Built Magnetic Payment Card Reader, Smart Card Reader and Contactless Smart Card reader for digital payment	<p>The device shall comply with PCI PTS 5.0 with Inbuilt MSR & EMV (L1 & L2) Certified Smart Card Reader to perform cashless PDS and run banking correspondence services as mandated by GOI.</p> <p>Rupay, Master and Visa Card Scheme certifications for contact and contactless payments, shall be in the name of POS Manufacturer.</p>
17	Support to connect Weighing Scale	Availability of connectivity feature of electronic weighing scale through USB, Bluetooth (with minimum 20 ft. range).
18	Status Indications	<ul style="list-style-type: none"> • 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. • Mandatory Logs (System up time, down time etc.)
19	Other Accessories	Durable carry Case, User Manual (in Hindi and English)
20	SDK	Appropriate SDK need to be provided along with the devices with necessary technical support.

21	Terminal Management	Device should be remotely manageable in secured mode. OS patches, applications software patches and new software releases shall update into POS machines remotely using push method. TMS should be hosted in India & shall have VAPT certification from Cert-in Certified Agencies in accordance with Meity approved guidelines. SI shall, if required host TMS at NIC/SDC of Respective states
22	Environment, Health & Safety Device should be remotely manageable in secured mode Durability, Humidity, EMI/EMC Compliance	Dry heat test- Operating ((50±2°C for 2 hrs.) Cold test - Operating (0±3°C for 2 hrs.) Dry heat test (55±2°C for 2 hrs.) Damp heat Cyclic (40°C for (12+12 hrs.)), No. of cycles 2 Cold Test (-10 ±3 °C for 2hrs) Drop/Free Fall Test, in unpacked, switched off and normal handling conditions (Height: 100 cm, Total no. of falls: 2) Vibration Test should be in packed condition, switched off conditions (10-150 Hz, 0.15 mm/2g, 10 sweep, cycles/axes) Bump test should be in packed condition, switched off condition. (1000Bumps, 40g, in vertical position) with valid certification from any NABL Accredited Lab in India
23	Add-On Antenna	The device must have a slot to connect an external antenna. While, the procurement of antenna is depending on the requirement of the State, which will be used in remote locations and hilly areas for better signal reception and seamless transactions
24	Device Form Factor	The device should be portable and handy, Device must be able to hold with one hand and transact with other hand. Device weight should not be more than 550 gm. including paper roll.
25	Warranty	OEM Warranty support during the contract period. Bidder should submit the OEM declaration that the OEM will provide warranty support for the devices and spare part support for a period of 5 years from the date of "Go Live".
26	Certifications and compliances	Device Certification: IP54 or above, BIS, STQC, CE, RoHS, EMV L1& L2, Visa paywave, Master Paypass and Rupay from NPCI. All Certifications should be in the name of OEM of proposed ePOS device & to be submitted.
27	Security	2048-bit, 256-bit AES, Base 64, SHA-256 for full compliance with Aadhar Authentication API specification 2.0 or above, 3DES encryption, TMK/TPK support with all keys remote download capability.
28	Camera	13 MP back camera and another 13 MP front camera and should be able to perform Aadhaar enabled Facial authentication.
29	Make in India	The devices should be manufactured in India as per GoI's ATMANIRBHAR BHARAT Program and in accordance Make-in-India (MII) Local supplier certificate (as per order No P-45021/2/2017-PP (BE-II) by DPIIT, Ministry of Commerce and Industry, GoI

UIDAI's Device Specifications for Face Authentication

1. Disabled USB Ports: Yes
2. Non-rooted OS (Google Play Store Compatible): Yes

UIDAI's Face Authentication App Specification for Android Devices

Device Specifications

Feature	Specification
Android API version	Android 12 (SDK 31 or compatible) or greater
Disabled USB ports	Yes

Non-Rooted OS (Google Play Store Compatible)	Yes
RAM	4+ GB
Geek Benchmark score	>500 (Single Core), 1800 (Multi Core)
Disk Space	64 GB (Minimum 500MB free disk space)
Display Size (for assisted mode)	5.5 inches or greater
Connectivity	Wifi & GSM: USB for FingerPrint
Camera Resolution	13 MP or greater
Camera Types	Integrated Rear and Front camera
Support for STOC certified Finger Print device	Yes
Exclusive USB port for Finger Print	Optional
Note 1. Android API version above SDK28, disabled USB ports and Non-Rooted OS are mandatory for the apps to work 2. The other options are recommendations to get ideal performance and user experience	

8.2. Specification of Electronic Weighing Machine

Parameter/ Feature	Specifications Requirements
Approvals required	The Legal Metrology (approval of model) Rules 2011.
Make & Model	<Specify>>
Manufacturing License and Dealer License	3. Manufacturing License 4. Dealer License From the concerned state Governments, issued by Legal Metrology authorities.
Class	Class III
Certifications	1. Model approval certificate of Director-Legal Metrology, Government of India 2. BIS certifications for offered Weighing Machines
Capacity	<ul style="list-style-type: none"> Capacity of weighing machine 100 Kg (Max Cap- 100 Kg, Min Cap-100 gm, e-value: 5 g for 0-50 kg and 10 g for 51-100 kg) Maximum permissible error and Class III accuracy should be as per the Legal Metrology (General) rule, 2011 with heavy gauge stainless steel platform size 50 x 50 centimeters.
Battery Backup	6 hours or better
TARE Limit	Auto TARE limit selectable while machine is switched on
Interfaces	USB, Provision for wireless technology, Bluetooth as well as RS- 232C interfaces provision to connect to POS or computer or other devices.

Features required	<ol style="list-style-type: none"> 1. Device should be able to send a unique log to POS machine/server in the event of an attempt to tamper it. 2. Sealing Provision as per Model Approval of GOI or State government instructions. 3. The device should have suitable features to prevent tampering. 4. The scale design should be Micro controller or processor based. 5. The Scale should be supplied with bright LED or VFD 6. The scale should be rugged to use in noisy and dusty environment. 7. Auto Calibration should be linked with jumper on the inside PCB. 8. Display for customers. 9. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval
Load Cell & Over Load Protection	Load Cell & Over Load Protection: Single ended shear beam shall withstand the loading conditions suitable for FPS. The machine should bear the impact loading.
Renewal of License and stamping	<p>The Successful bidder/SI is responsible for Yearly renewal of verification and stamping of weighing issued by Legal Metrology Department during Contract Period.</p> <p>"The Successful bidder/SI has to bear the Cost of Yearly renewal of verification and Stamping of Weighing machines as per laws during Contract Period.</p>
Other Requirements	<ul style="list-style-type: none"> • Platform Size: 500 mm x 500 mm x 700 mm (l*b*h). This height is of the back-grill pole attached with the LED screen. • LED display AC wire should be detachable to avoid wear and tear. • Material of top platform: Stainless Steel (SS). It should be minimum SS-202 with thickness 1.2 mm. • Connectivity Module: USB along with Wifi or Bluetooth Connectivity. • Battery Backup: at least 20-25 working hours. • Type of Sensing element: Load cell, Alloy Steel • Load cell size should be 6 inch (150 mm) and whole size/ Centre difference 25 mm x 25 mm. Load cell wire should be inside LED pole pipe and should not be visible from outside. • Alarm for overload and Malfunctioning: Yes • Maximum Measurement time in second: 5 Sec • Weight of weighing machine: Minimum 25 kg • Base Platform: Mild steel with heavy duty pipes (power coated) so that it should easily be able to pick the maximum weight defined for load capacity and machine. ISI certified pipe with test report and pipe size should be 32 mm x 32 mm square pipe and it should be powder coated.

Note: Stamping and verification certificate is mandatory for each of Electronic Weighing Machine.

8.3. Specifications of Finger Print Devices

Parameter/ Feature	Specifications Requirements
Make & Model	<Specify>>
Image Resolution	500 DPI scanner or higher

Supported operating System	Preferably Android (Latest Stable Version) or Linux OS (Latest stable Kernal) or Windows (Latest stable version). However, the device and its OS should have LTS support available up to 5 years of security and maintenance updates/upgrade. Device Operating System should have an inbuilt web browser supporting HTML5, CSS3, Java Scripts. Note: Support & Patches should be available throughout the contract period.
Certification	UIDAI and STQC Certified single finger capture authenticity with Level '1' Compliance
Standards	IP 54 rated or above
Application compatibility	Should be compatible with the Department's application and with the AADHAR. The Supplier should provide a Demo with a sample piece as part of the technical evaluation
Interface	Must be Inbuilt.
Accessories	With required necessary cables, driver s/w and SDK with licenses, if any required.
RD	Required latest RD Service version for the contract period
Security	Aadhar registered device specification should system level tamper. Responsiveness Certification with protective meshing, Box Open Tamper, Pairing base tamper, and chemical tamper. PC/PED Compliance test can be used as guidelines.

8.4. Specifications of IRIS Devices

Parameter/ Feature	Specifications Requirements
Make & Model	<Specify>>
Capture Mode	Auto capture,
Capture Distance	Capture Distance : ≥ 15 cm from the image Sensor (Optimal distance ≥ 15 cm (2 inches), Focal depth = 6 mm(0.2 inch)
Image Format	ISO Standard 19794-6 (2005 & 2011), (640 x 480 Pixels, 8 bit Grayscale), full support of K1, K2, K3, K7
Sensor Resolution	VGA
Power	Single USB Bus Powered
Illumination	Infrared LED
Usage	Indoor & Outdoor
Resolution	Spatial : $\geq 50\%$ @ 1.0 Lp/mm, Pixel : ≥ 10 Pixels/mm
Connectivity	USB 2.0
Certification	UIDAI Level '0' & STQC certified device
Supporting OS	Linux, MS Windows & Android 10 or higher
Application compatibility	Should be compatible with the Department's application and with the AADHAAR Identification Process. The Supplier should provide a Demo with a sample piece as part of the technical evaluation.

Accessories	With required necessary cables and driver CDs and required software's, drivers & SDK for integrating with department's applications.
RD	Required latest RD Service version for the contract period
Security	Aadhar registered device specification should system level tamper. Responsiveness Certification with protective meshing, Box Open Tamper, Pairing base tamper, and chemical tamper. PC/PED Compliance test can be used as guidelines.

9. FINANCIAL BID FORMAT

Particulars	Unit rate per Quintal (Rs.)
Charges (Rent) per Quintal Rate (Rs.)	

Note: Successful bidder will be identified by considering per Quintal rates offered. The offered rates are valid for the period of contract

- Distribution of Grains (per Month)**

Sr. No.	Grain	Distribution (Metric Ton/Month)
1	Wheat	76,660
2	Rice	1.09 Lakh

Note: Distribution of Grains under NFSA is approximately 21.6 Lakh Metric Ton (per Annum). The quantum of grain may increase/decrease as per the Scheme announced/revoked/revised by the Central Government.

Moreover, State commodities like Turdal, Chana, Sugar, Salt, Oil etc. of P.D.S/P.M- Poshan/ICDS Schemes are also sold through FPS whose approximately annual distribution is 4- 4.5 Lakh MT. The quantum of State Commodities may increase/decrease as per the Scheme announced/revoked/revised by the State government.

The monthly payable to SI will be calculated as per the Central & State Government commodities distribution through Aadhaar Verified Transactions. The SI has to provide Central/State Government scheme wise, commodities wise distribution data Daily basis as well as Hourly/ Weekly/Fortnightly/Monthly/Quarterly/Half-Yearly/Yearly basis as and when required.

Annexure A - Covering letter (on bidder's letterhead)

To

Director,
Directorate Of Food and Civil Supplies,
Gandhinagar, Government of Gujarat

Sub: Submission of Technical Proposal

Ref: RFP for selection of System Integrator for providing ePOS devices on rental model for state-wide automation of Fair Price Shops (FPS) in Gujarat
 (GeM bid no. _____ date : _____)

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to supply, install and maintain the devices, as required and outlined in the RFP

We attach hereto our responses to Technical Requirements.

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the due date of submission of proposal.

We hereby declare that in case we are chosen as a System Integrator, we shall submit the PBG in the form prescribed in the RFP.

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

Following are the particulars of our organization:

Sl.	Description	Details (To be filled by the bidder)
-----	-------------	---

1.	Name of the Company	
2.	Official Address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (ISO 9001:2008) and its Validity	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	

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

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
Fax		
email		

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

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal &

Sign] [Business Address]

Annexure B - Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To

Director,
Directorate Of Food and Civil Supplies,
Gandhinagar, Government of Gujarat

Sub: Declaration for not being blacklisted by any Government Entity

Ref: RFP for Selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in Gujarat
(Ref. GeM bid no. _____ dated _____)

Dear Sir/Madam,

In response to the above mentioned RFP I/We, the _____, as the <Designation> _____ of M/s. _____, hereby declare that our Company / Firm is having unblemished past record and is not declared blacklisted or ineligible to participate for bidding by any State/Central Govt., Semi- government or PSU for corrupt / fraudulent or any other unethical business practices.

Yours Faithfully,

[Authorized Signatory] [Designation]

[Place]

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

Annexure C - Statement of No Deviation from RFP

(On bidder's Letterhead)

To

Director,
Directorate Of Food and Civil Supplies,
Gandhinagar, Government of Gujarat

Sub: Undertaking of No deviation from RFP terms and conditions

Ref: RFP for Selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in Gujarat

(Gem Bid No:_Dated: / /____)

Dear Sir/Madam,

I/we, authorized representative(s) of M/s. <<bidder co./firm name>> would like to state that in the proposal submitted us, there are no deviations from the RFP Terms & Conditions and Technical Specification of ePoS devices proposed for this engagement.

Thanking you,

Yours Faithfully

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal &

Sign] [Business Address]

Annexure D - Authorization Letter Format from OEM/Manufacturer

(On the Letterhead of Manufacturer/OEM – to be submitted in original)

To
 Director,
Directorate Of Food and Civil Supplies,
Gandhinagar, Government of Gujarat

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

Ref: RFP for Selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in Gujarat. (GeM Bid No:

Dated: / /)

Dear Sir/Madam,

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

- <Name of Bidder> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to the Department, as per your RFP for selection of System Integrator for Supply, Installation and Maintenance of ePoS Devices.
- We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to the Department.
- We endorse the warranty support for the products for a period of 60 months commencing from the date of acceptance sign-off. The warranty shall cover all the components and sub- components of the supplied ePoS Devices including battery, screen, patches and upgrades (free of cost) of the device driver.
- We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in the RFP.

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

Yours Faithfully,

[Authorized Signatory] [Designation]

[Place]

[Date and Time] [Seal &

Sign] [Business Address]

E. TECHNICAL SPECIFICATION COMPLIANCE SHEET**Electronic Point of Sale (ePoS) Devices Technical Specifications****Electronic Weighing Device**

Two Months' District-wise and Commodity-wise Allocation Orders

District-wise allocation order for Month December - 2022

<Screenshot / Order copy to be provided here by the State Govt. for bidder to estimate its revenue from ePoS transactions and quote Financial Bidding Parameter accordingly>

District-wise allocation order for Month January- 2023

<Screenshot / Order copy to be provided here by the State Govt. for bidder to estimate its revenue from ePoS transactions and quote Financial Bidding Parameter accordingly>

F. MONTHLY PAYMENT SCHEDULE/FORMAT

Proposed Payment Schedule for Delivery, Deployment and Maintenance support of PoS devices in State for a period of 3+2 years.

Monthly Payment Details for District

Invoice No: _____

Date: _____

Month Start Date: _____

Month End Date: _____

Sl.	District Name	FPS Code	No of days ePoS available online	Total Transaction Quantity (Quintal/month)	Rate per unit (in INR per Quintal)	Total Amount per FPS in INR	Deductions due to SLA deviations
1							
2							
3							
4							
5							
...							
n							
Monthly Total Payment for a District							

Monthly Release of Payment

Authorized by (_____)

FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)

Performa of Contract-cum-Equipment Performance Bank Guarantee (To be stamped in accordance with Stamp Act)

Ref:

Bank Guarantee No.

Date:

To

Name and Address of the Purchaser/Indenter

Dear Sir,

In consideration of Name & Address of the Purchaser/Indenter, Government of Gujarat, Gandhinagar (hereinafter referred to as the OWNER/PURCHASER which expression shall unless repugnant to the context or meaning thereof include successors, administrators and assigns) having awarded to M/s. _____ having Principal Office at _____ (hereinafter referred to as the "SELLER" which expression shall unless repugnant to the context or meaning thereof include their respective successors, administrators, executors and assigns) the supply of _____ by issue of Purchase Order No. _____ Dated _____ issued by Gujarat Informatics Ltd. ,Gandhinagar for and on behalf of the OWNER/PURCHASER and the same having been accepted by the SELLER resulting into CONTRACT for supplies of materials/equipments as mentioned in the said purchase order and the SELLER having agreed to provide a Contract Performance and Warranty Guarantee for faithful performance of the aforementioned contract and warranty quality to the OWNER/PURCHASER, _____ having Head Office at (hereinafter referred to as the 'Bank' which expressly shall, unless repugnant to the context or meaning thereof include successors, administrators, executors and assigns) do hereby guarantee to undertake to pay the sum of Rs. _____ (Rupees _____) to the OWNER/PURCHASER on demand at any time up to _____ without a reference to the SELLER. Any such demand made by the OWNER/PURCHASER on the Bank shall be conclusive and binding notwithstanding any difference between Tribunals, Arbitrator or any other authority.

The Bank undertakes not to revoke this guarantee during its currency without previous consent of the OWNER/PURCHASER and further agrees that the guarantee herein contained shall continue to be enforceable till the OWNER/PURCHASER discharges this guarantee. OWNER/PURCHASER shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance by the SELLER of the aforementioned CONTRACT. The OWNER/PURCHASER shall have the fullest liberty, without affecting this guarantee, to postpone from time to time

the exercise of any powers vested in them or of any right which they might have against the SELLER, and to exercise the same at any time in any manner, and either to enforce to forebear to enforce any covenants contained or implied, in the aforementioned CONTRACT between the OWNER/PURCHASER and the SELLER or any other course of or remedy or security available to the OWNER/PURCHASER.

The Bank shall not be released of its obligations under these presents by any exercise by the OWNER/PURCHASER of its liability with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of the OWNER/PURCHASER or any other indulgence shown by the OWNER/PURCHASER or by any other matter or things.

The Bank also agree that the OWNER/PURCHASER at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor, in the first instance without proceeding against the SELLER and not withstanding any security or other guarantee that the OWNER/PURCHASER may have in relation to the SELLER's liabilities.

Notwithstanding anything contained herein above our liability under this Guarantee is restricted to Rs. _____ (Rupees _____) and it shall remain in force up to and including _____ and shall be extended from time to time for such period as may be desired by the SELLER on whose behalf this guarantee has been given.

Dated at _____ on this _____ day of _____ 2025.

Signed and delivered by

For & on Behalf of

Name of the Bank & Branch &
Its official Address

List of approved Banks

Approved Bank: All Nationalized Bank including the public sector bank or Private Sector Banks or banks (operating in India having branch at Ahmedabad/ Gandhinagar) as per the prevailing G.R. issued by Finance Department or further instruction issued by Finance department time to time

Format of Joint Venture Agreement to be entered amongst all Members of a Bidding Joint Venture

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 300/-) 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 Joint Venture AGREEMENT BETWEEN

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

1. **THIS 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 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 Joint Venture should list the name, address of its registered office and other details of all the Joint Venture Members above.]

WHEREAS the Parties above named are entering into this 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 Directorate of Food Civil Supplies and Consumer Affairs, Government of Gujarat.

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 Joint Venture shall submit a legally enforceable Joint Venture Agreement in a format specified in the RFP, whereby each 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 Joint Venture do hereby mutually agree as follows:

- 1 In consideration of the selection of the Joint Venture as the Bidding Joint Venture by FCS&CA/DFCS, we the Members of the Joint Venture and Parties to the 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 Joint Venture to be filled in here].
- 2 The Lead Joint Venture Member is hereby authorized by the Members of Joint Venture and Parties to the Joint Venture Agreement to bind the 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 Joint Venture is selected pursuant to the Bidding Process, the shareholding of all each of the 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 JV	Name of the Company investing in the equity of the bidder	Relationship with Sole Bidder/ Member of the Bidding JV	% of equity participation in the bidder
1.	Lead Joint Venture Members			Lead Member should mention there % of participation (Min. 51%)
2.	Joint Venture Member 1			

Note: In case the Bidder proposes to invest through its Affiliate(s) / Parent Company / Ultimate Parent Company, the Bidder shall take prior permission from FCS&CA/DFCS 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, Registrar of Companies' (ROC) certification / share registry book, etc. duly certified by Company Secretary.

- 3 Each 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 Joint Venture Member shall be liable and responsible for ensuring the individual and collective commitment of each of the Members of the Joint Venture in discharging all their respective Roles and Responsibilities.
1. In case of any breach of any of the commitment as specified under this Agreement by any of the Joint Venture Members, the Lead Joint Venture Member of the Joint Venture shall be liable to meet the obligations as defined under the RFP.
2. 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 Joint Venture member under these presents.
3. 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).
4. This 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.
5. It is hereby agreed that the Lead Joint Venture Member shall furnish the Bid Security, as stipulated in the RFP, on behalf of the Bidding Joint Venture.
6. It is hereby agreed that in case of selection of Bidding Joint Venture as the installation, integration & maintenance of the ePoS Kits under PDS, the Parties to this Joint Venture Agreement do hereby agree that they shall furnish the Performance Security and other commitments to FCS&CA/DFCS 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 Joint Venture Members.

7. It is further expressly agreed that the Joint Venture Agreement shall be irrevocable and, shall remain valid over the term of the Project//work awarded by FCS&CA/DFCS, unless expressly agreed to the contrary by FCS&CA/DFCS.
8. The Lead Joint Venture Member is authorized and shall be fully responsible for the accuracy and veracity of the representations and information submitted by the 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 Joint Venture.
9. It is expressly understood and agreed between the Members of the 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.
10. It is clearly agreed that the Lead Joint Venture Member shall ensure performance indicated in the RFP. In the event one or more Joint Venture Members fail to perform its/ their respective obligations, the same shall be deemed to be a default by all the Joint Venture Members.
11. It is hereby expressly agreed between the Parties to this 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 FCS&CA/DFCS.
12. Notwithstanding anything stated herein, it is agreed that all the members of Joint Venture including lead member shall jointly and severally be liable to comply the terms of contract/tender terms. That all the members of Joint Venture including lead member shall jointly and severally be liable for any breach to terms of contract and shall liable to compensate FCS&CA/DFCS, in full, including the cost/expenses incurred for getting the work done through third party vendor. That all the members of Joint Venture including lead member shall jointly and severally be liable to indemnify FCS&CA/DFCS from all losses/penalties/compensation/liabilities arising/relating to the award/execution of work under contract by Joint Venture.
13. This 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 Directorate of Food and Civil Supplies, GoG.

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:

Format of Power of Attorney by Joint Venture Member in favor of Lead Joint Venture Member

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

WHEREAS [FCS&CA/DFCS] 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 JV] the Members of the 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 Joint Venture have agreed under the Joint Venture Agreement dated (The “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 Joint Venture Member] as Lead Joint Venture Member to represent all the Members of the Joint Venture for all matters regarding the RFP and the Bid;

AND WHEREAS pursuant to the terms of the RFP and the Joint Venture Agreement, we, the Members of the Joint Venture hereby designate M/s [Insert name of the Lead Member] as the Lead Joint Venture Member to represent us in all matters regarding the Bid and the RFP, in the manner UTd 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], do hereby constitute, appoint, nominate and authorize [Insert name and registered office address of the Lead Joint Venture Member], which is one of the Members of the JV, 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 JV’s Bid in response to the RFP issued by FCS&CA/DFCS 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 FCS&CA/DFCS may require us to submit. The aforesaid attorney is further authorized for making representations to FCS&CA/DFCS named in the RFP, and providing information / responses to FCS&CA/DFCS, representing us and the Joint Venture in all matters before FCS&CA/DFCS named in the RFP, and generally dealing with FCS&CA/DFCS 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 Joint Venture, 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 Joint Venture, 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 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 Joint Venture Member / Sole Bidder authorizing an Individual Designated Representative.

[To be on non-judicial stamp paper of Rupees One Hundred Only (INR 300/-) 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 Joint Venture Member of the Bidding Joint Venture/ 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 [FCS&CA/DFCS], 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 FCS&CA/DFCS may require us to submit. The aforesaid attorney is further authorized for making representations to FCS&CA/DFCS, and providing information / responses to FCS&CA/DFCS, representing us in all matters before FCS&CA/DFCS, and generally dealing with FCS&CA/DFCS 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.

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 hereunder on behalf of the executant(s).

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

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

[Reference No.] From:

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

[Date]

To: [FCS&CA/DFCS]

[Address]

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

Ref: [Tender Details]

Dear Sir/ Madam,

We,.....[Insert name of the undersigned Sole Bidder/Joint Venture Member] Sole Bidder/ Member of Joint Venture and Lead by.....[Insert name of the Lead 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 Joint Venture Agreement submitted by. [Insert name of the Sole Bidder/ Lead 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 UTd in RFP/contract and/or other document, it is clarified that all the members of Joint Venture including lead member shall jointly and severally be liable to comply the terms of contract/tender terms. That all the members of Joint Venture including lead member shall jointly and severally be liable for any breach to terms of contract and shall liable to compensate FCS&CA/DFCS, in full, including the cost/expenses incurred for getting the work done through third party vendor. That all the members of Joint Venture including lead member shall jointly and severally be liable to indemnify FCS&CA/DFCS from all losses/ penalties /compensation / liabilities arising /relating to the award/execution of work under contract by Joint Venture.

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 24...Thanking you,
Yours faithfully,

.....

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

Business Address:

[Name and address of principal officer]

On letterhead of Bidder

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number:_____

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that we as a bidder and quoted product from following OEMs are not from such a country or, if from such a country, these quoted products OEM has been registered with competent authority. I hereby certify that these quoted product & its OEM fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority, otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

On letterhead of OEM

Sub : Undertaking as per Office Memorandum No.: F. No.6/18/2019-PPD dated 23.07.2020 published by Ministry of Finance, Dept. of Expenditure, Public Procurement division

Ref: Bid Number: _____

Dear Sir,

I have read the clause regarding restriction on procurement from a bidder of a country which shares a land border with India. I certify that our quoted product and our company are not from such a country, or if from such a country, our quoted product and our company have been registered with competent authority. I hereby certify that these quoted product and our company fulfills all requirements in this regard and is eligible to be considered for procurement for Bid number_____.

No.	Item Category	Quoted Make & Model

In case I'm supplying material from a country which shares a land border with India, I will provide evidence for valid registration by the competent authority; otherwise GIL/End user Dept. reserves the right to take legal action on us.

(Signature)

Authorized Signatory of **M/s <<Name of Company>>**

Annexure
EPOS Device Installation Certificate Performa.
Performa

Sr.No	Particulars	
1	Name of District	
2	Name of Block	
3	Name of Village/Taluka/City	
4	Name of FPS	
5	FPS ID	
6	FPS Latitude	
7	FPS Longitude	
8	ePOS/Tablet Device ID/Serial Number	
9	Month and Year of Make/Manufacturing of ePOS/Tablet Device.	
10	Whether Device is Working Conditions or Not. (Yes or No)	
11	Network Service Provider (BSNL, JIO, AIRTEL, etc) Please Specify the Name of Service Provider)	
12	Data Plan (Mb/Gb per day/month)	
13	Sim Number (1) (2)	
14	Total Number of Paper roll handed over to the FPS Holder.	

Dated:-.....

Handed over as above

Taken over as above

Signature and Stamp of
ePOS/Tablet Device Vendor.

Signature and Stamp of FPS Holder

Counter Signature

Inspector GR-1

Block.....

District.....

Annexure:- FPS data Summary

Sr No	District	Total Area
1	અમદાવાદ	464
2	અમદાવાદ શહર	868
3	અમરેલી	561
4	અરવલ્લી	395
5	આણંદ	667
6	કચ્છ	667
7	ખેડા	664
8	ગાંધીનગર	357
9	ગીર સોમનાથ	312
10	છોટાઉદેપુર	365
11	જુનાગઢ	462
12	જામનગર	383
13	ડાંગ	115
14	તાપી	242
15	દેવભુમિ દ્વારિકા	257
16	દાહોદ	640
17	નર્મદા	221
18	નવસારી	388
19	પંચમહાલ	479
20	પાટણ	504
21	પોરબંદર	211
22	બનાસકાંઠા	1023
23	બોટાદ	191
24	ભરૂચ	500
25	ભાવનગર	706
26	મહેસાણા	687
27	મહીસાગર	323
28	મોરબી	285
29	રાજકોટ	722
30	વડોદરા	805
31	વલસાડ	439
32	સુરત	991

33	સુરેન્દ્રનગર	537
34	સાબરકાંઠા	519
-- TOTAL --		16950

Note: Above location are suggested by the department. However, department have rights to add/remove the FPS from above list.