

**Department of Food, Civil Supplies & Consumer Affairs  
Government of Himachal Pradesh- Shimla**

**NOTICE INVITING TENDER**

**For Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs  
Department Himachal Pradesh**

**(e-Tender No. eGS-FCS&CA-1/2021(T-1)**

**Last date of tender submission: 10-01-2022 up to 05:00 PM**

**Tender Opening Date: 11-01-2022 at 11:00 AM**

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ACRONYMS	
FCS&CA	Department of Food, Civil Supplies and Consumer Affairs, Himachal Pradesh
NIC	National Information Center, HP
Vendor	Selected Vendor
Bidder	Successful bidder
FPS	Fair Price Shop
TPDS	Targeted Public Distribution System
PoS/ e-PoS	Electronic Point of Sale device (To be used at the FPS may be of any form factor capable of performing TPDS related transactions)
AePS	Aadhaar enabled payment system
AePDS	Aadhaar enabled Public Distribution System
UIDAI	Unique Identification Authority of India
AUA	Authentication User Agency
ASA	Authentication Service Agency
STQC	Standardization Testing and Quality Certification
EMD	Earnest Money Deposit
OEM	Original Equipment Manufacturer
SLA	Service-level agreement
OTP	One Time Password
MGR	Monthly Gross Revenue
PBG	Performance Bank Guarantee

## **SECTION- 1 (Invitation for Bids)**

### **1.1 Introduction of Project:**

The Department of Food, Civil Supplies and Consumer Affairs, HP is in the process of transforming its existing processes/services with the use of the latest technologies towards identification and authentication of the beneficiary. **The Department is planning to augment its service delivery by the inclusion of biometric authentication (FINGER and IRIS), AePS (Aadhaar enabled payment system), and integration of an electronic weighing scale** which shall not only enhance the accuracy of the system but shall also make the system automated, authentic, faster and transparent.

The department has prepared a database of Public Distribution System (PDS) Beneficiaries and Aadhaar has been seeded against them. To deliver the services, the Department wishes to introduce Aadhaar Authenticated sales at the Fair price shops. The number of Fair Price Shops in the State is approx 5050 and the approximate number of beneficiary families is approx 19.25 lakhs.

### **1.2 Objective of the RFP**

The primary objective of the project is the implementation of PDS through ePoS device. The project objectives are as follows:

- Timely and need-based food grain allocation.
- Prevention of diversion of essential commodities.
- Induction of transparency and accountability in operations.
- Reduction of stake holder's grievances.
- Dissemination of the information as per the public requirements.
- Monitoring and quick decision-making through MIS generated by the data of ePoS device.
- Protecting the interest and empowering the end beneficiary.
- To improve service delivery and create transparency.
- To weed out the fake/ duplicate/ false beneficiary, if any.
- To ensure scheme benefits are delivered only to intended

beneficiaries using biometric authentication (finger+iris).

- To record real-time information related to the FPS transactions and make them readily available for future planning and analysis.

### 1.3 **Specification**

In view of the above for the implementation of services the department invites bids for “**Selection of ePoS Vendor for Implementation of Aadhaar enabled Public Distribution System in Himachal Pradesh**”. This agency will implement Aadhaar based FPS automation in the State of Himachal Pradesh as per the specifications, terms, and conditions given below:

Sr. No.	Specification	Minimum Requirement
1.	Processor	High-performance Processor with a speed of 1GHZ or above capable of performing at least 10 transactions per minute in the laboratory environment. -Processor should be capable enough of performing <b>FINGERPRINT AND IRIS</b> authentication with AUA/ASA/UIDAI server.
2.	OS	Linux OS (Latest version Red Hat / Ubuntu)/Android 10.0 or higher/Windows (Latest stable version). Device operating system which supports HTML5 based web browser, CSS 3, Java Scripts
3.	Memory	<ul style="list-style-type: none"><li>• 1GB RAM (for Linux) and 2GB RAM (for Android 10.0/Windows)</li><li>• 8 GB or higher In-built Storage (Flash Memory)</li></ul>
4.	Expansion Slot	Micro SD slot with minimum 8 GB high speed SD Card. Slot should be expandable up-to 32 GB.
5.	Communication	Should support 2G, 3G, 4G/LTE or above, Wi-Fi, Ethernet and Bluetooth. Device should support GPS feature.
6.	Interface	USB 2.0 or higher At least one free USB port shall be available after setting up the entire solution including peripheral devices and

		Fingerprint, IRIS device, Electronic Weighing Scale, Magnetic Payment reader etc.
7.	Display	3.5 inch or higher color TFT Display supporting QVGA (320 x240) or better resolution and 64K or higher colors resolution.
8.	Key Pad	Qwerty keypad or Minimum 16 alpha numeric keypad with navigation keys, keys size to be large enough for navigation.
9.	Battery	Swappable & Dry/Rechargeable, Li-ion or Li-Polymer battery capable of providing minimum 8-10 hours of operation while all function of device active i.e. battery capacity of minimum 2600mAH (for Linux) and minimum 4000 mAH (for Android)
10.	Power Adapter	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input
11.	SIM & SAM slot	Dual GSM SIM slot support 5G/4G/ 3G/ 2G/GPRS and Dual SAM slots for software up-gradation in device. OR Single GSM SIM slot support 5G/ 4G/ 3G/ 2G/GPRS with eSIM and Single SAM slot with Virtual SAM may be allowed( <b>Out of two Sims one should be M2M</b> )
12.	Printer	Integrated 2" or higher printer (Thermal/Non-Thermal Printer)
13.	Audio	Good quality Speaker with 1W or higher output for announcements
14.	Biometric Scanner	Aadhaar enabled fingerprint scanner and IRIS scanner with STQC and UIDAI certification, both mandatory.
15.	Magnetic Payment Card Reader for digital payment (Optional)	As per PCI (Payment Card Industry) Security Standards and EMV Standards. All Mastercard, VISA and RuPay cards should be accepted by the reader for payment.
16.	Support to connect Weighing Scale	Availability of connectivity feature of electronic weighing scale through USB or Bluetooth with high speed 2.5 mW (with minimum 10 Meters range).
17.	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.



		Device Health Monitoring System Indicator may also be included. Mandatory Logs(System up time, down time etc.) as desired by the department.
18.	Other Accessories	Durable carry Case, User Manual (in Hindi and English)
19.	SDK	Appropriate SDK need to be provided along with the devices with necessary technical support.
20.	Terminal Management	Device should be remotely manageable in secured mode.
21.	Environment, Health & Safety Durability, Humidity, EMI/EMC Compliance	Dry heat test- Operating ( $50 \pm 2^{\circ}\text{C}$ for 2 hrs) Cold test — Operating ( $0 \pm 3^{\circ}\text{C}$ for 2 hrs) Dry heat test ( $55 \pm 2^{\circ}\text{C}$ for 2 hrs) Damp heat Cyclic ( $40^{\circ}\text{C}$ for (12+12 hrs)), No. of cycles : 2 Cold Test ( $-10 \pm 3^{\circ}\text{C}$ 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)
22.	Add-On Antenna	The device must have a slot to connect an external antenna while, the procurement of antenna depends on the requirement of the State, which will be used in remote locations and hilly areas for better signal reception and seamless transactions.
23.	Device Form Factor	The device should be portable and handy.
24.	Warranty	5 years warranty (on site)
25.	Certifications	IP54 ,BIS, STQC, RD 2.0, CE, RoHS or equivalent.
26.	Device security	Device must be level 0 security compliant as specified by the UIDAI.

<b>IRIS Device Minimum Specification</b>		
1.	Capture Mode and Encryption	On-Board auto capturing with built-in quality checking within 5 seconds. On-Board PKI encrypting captured image according to UIDAI specification
2.	Image Margins	Left & right $\geq 0.6 \times$ iris radius, Top & bottom $\geq 0.2 \times$ iris radius.
3.	Capture Distance	14 cm -15 cm (5.5 inches -5.9 inches) from the camera front (Optimal distance =14.5 cm (5.7 inches), Focal depth = 1 cm (0.4 inch))
4.	Output Image	K2, K3, K7 and IMAGE_TYPE_CROPPED_AND_MASKED with JPEG2000 compression; compliance with the ISO standard ISO/IEC: 19794-6:2011, Section 6.1, 6.4.
5.	Pixel Depth	Minimum of 8 bits/pixel
6.	Dimensions	51.2mm x 92.6mm x 15.1mm (2 inches x 3.6 inches x 0.59 inch)
7.	Power	Single USB Bus Powered (DC +5V $\pm$ 5%) (Max power consumption=300mA)
8.	Contrast	The iris image should have good gray level separation between the iris and sclera and between the iris and pupil and should have sufficient contrast to reveal the iris texture.
9.	Environmental	-10°C to +50°C (Storage); -10 °C to + 50 °C (Operating); 0% to 90% Humidity (Non-Condensing)
10.	Scan Type	Progressive
11.	Compliance & Certificates	Eye safety standard (Exempt Group per IEC 62471:2006-07), RoHS or equivalent FCC part 15B/IEC: CISPR 22 CLASS B , IP54, IEC/EN 61000-43:2006+A2:2010 or equivalent
12.	Resolution	Spatial : $\geq 50\%$ @ 1.0 LP /mm, Pixel : $\geq 10$ Pixels/mm
13.	Connectivity	USB 2.0 or higher.
14.	Software API	Compliant with UIDAI API specification
15.	Operational Performance	FRR < 1% at FAR of 1 in 1,00,000 with images conforming to

		IMAGE_TYPE_CROPPED_AND_MASKED of 3.5 KB
16.	Ancillary SW	Drivers, SDK (Technical Compatible with ePoS device).
17.	Host OS	Linux/ Android.
18.	Automation Grade Optical scanning resolution	15 CM READ RANGE OF RETINA IRIS VGA 60% dpi
19.	Scan Area Size	470 mm, Near-infrared LED
20.	Optical scanning resolution	VGA 60% dpi

**Note:**

1. NIC will provide a customized application based on Android/Linux/Windows.
2. Prospective Bidder/ ePoS vendor shall have to deploy and provide the technical assistance for integration of devices with NIC application for its complete functionality.

#### 1.4 **SCHEDULE OF THE TENDER PROCESS:**

<b>Sr. No.</b>	<b>Particulars</b>	<b>Details</b>
1.	Tender No. and Date	<b>eGS-FCS&amp;CA-1/2021(T-1)</b>
2.	Name of the Authority	Director, Food, Civil Supplies and Consumer Affairs Himachal Pradesh
3.	Tender Title	Tender for Selection of System Integrator for Implementation of Aadhaar enabled Public Distribution System with finger and IRIS scanning in Himachal Pradesh
4.	Contact Person	Director, Food Civil Supplies and Consumer Affairs Himachal Pradesh
5.	Tender document Fee (Non-Refundable)	Rs 5,000/-(payment to be made through Bank draft in the name of Director, Food Civil Supplies and Consumer Affairs Himachal Pradesh)
6.	Bid Processing Fee (Non-Refundable)	Rs 10,000/-(payment to be made through Bank draft in the name of Director, Food Civil Supplies and Consumer Affairs Himachal Pradesh)
7.	EMD (Earnest Money Deposit)	Rs 5,00,000(payment to be made through Bank draft in the name of Director, Food Civil Supplies and Consumer Affairs Himachal Pradesh)
8.	Date of publishing of bid	Date 20-12-2021 till 12.00 PM
9.	Pre-Bid Meeting	Date 28-12-2021 at 03.00 PM
10.	Bid Submission Start Date	Date 20-12-2021 by 12.30 PM
11.	Bid Submission end date	Date 10-01-2022 at 5:00 PM

12.	Tender opening date and time	Date 11-01-2022 at 11:00 AM
13.	Opening of Financial Bids	Financial bids will be opened after Technical evaluation of the bids for successful Bidders only. The schedule will be intimated to the successful Bidders after technical evaluation.
14.	Validity of Bids	The bids shall remain valid for a period of a minimum of 180 (one Hundred and eighty) days from the last date of submission.
15.	Approximate Quantity of articles	5050 (-)(+) 10 %
16.	The estimated cost of the Project (per annum)	Rs. 6.00 crore (approx.)

## **SECTION- 2 (INSTRUCTIONS)**

### **2 INSTRUCTIONS TO BIDDERS FOR ELECTRONIC TENDERING SYSTEM**

#### **2.1 Registration of Bidders on e-Procurement Portal:-**

All the Bidders intending to participate in the tender process are required to get registered on the centralized e-Procurement Portal i.e. <https://hptenders.gov.in>. Please visit this website for more details. In case of any problem in registration, please contact on 0177-2620048.

#### **2.2 Obtaining a Digital Certificate:**

- a) The Bids submitted online should be encrypted and signed electronically with a Digital Certificate to establish the identity of the Bidder bidding online. These Digital Certificates are issued by an Approved Certifying Authority, by the Controller of Certifying Authorities, the Government of India/ Govt. of Himachal Pradesh.
- b) The Bidders may obtain Class-III digital signature certificate from any Certifying Authority or Sub-certifying Authority authorized by the Controller of Certifying Authorities or may obtain information and application format and documents from the quarter concerned.
- c) Bid for a particular tender must be submitted online using the digital certificate (Encryption & Signing), which is used to encrypt and sign the data during of bid preparation stage. In case, during the process of a particular tender, the user loses his digital certificate (due to a virus attack, hardware problem, operating system, or any other problem) he will not be able to submit the bid online. Hence, the users are advised to keep a backup of the certificate and also keep the copies in a safe place under proper security (for its use in case of emergencies).
- d) In case of online tendering, if the digital certificate issued to the authorized user of a firm is used for signing and submitting a bid, it will be considered equivalent to a no-objection certificate/power

of attorney /lawful authorization to that User. The firm has to authorize a specific individual through an authorization certificate signed by all partners to use the digital certificate as per the Indian Information Technology Act 2000. Unless the certificates are revoked, it will be assumed to represent the adequate authority of the user to bid on behalf of the company/firm in the department tenders as per Information Technology Act 2000. The digital signature of this authorized user will be binding on the firm.

- e) In case of any change in the authorization, it shall be the responsibility of management/partners of the company/firm to inform the certifying authority about the change and to obtain the digital signatures of the new person/user on behalf of the firm/company. The procedure for the application of a digital certificate however will remain the same for the new user.
- f) The same procedure holds for authorized users in a private/public limited company. In this case, the authorization certificate will have to be signed by the directors of the company.

### **2.3 Pre-requisites for online bidding**

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

### **2.4 Online Viewing of Detailed Notice Inviting Tenders (N.I.T.) :**

The Bidders can view the detailed N.I.T and the schedule (Key Dates) for all the tenders floated through the single portal e-Procurement system on the Home Page at <https://hptenders.gov.in>

### **2.5 Download of Tender Documents:**

The tender documents can be downloaded from the e-Procurement portal <https://hptenders.gov.in> and <https://food.hp.nic.in>, <https://epds.co.in>

### **Key Dates:**

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

### **2.6 Bid Preparation (Qualification & Financial)**

- a) Payment of Tender Document Fee& EMD of online Bids: The payment for the Tender document fee and EMD can be made as mentioned in the tender document.
- b) The Bidders shall upload their eligibility-cum-technical offer containing documents, qualifying criteria, technical specifications, schedule of deliveries, and all other terms and conditions except the rates (price bid).
- c) The Bidders shall quote the prices in price bid format only.
- d) If Bidder fails to complete the Online Bid Preparation at Submission stage on the stipulated date and time, his/her bid will be considered as a bid not submitted, and hence not appear during the tender opening stage.
- e) Bidders participating in online tenders shall check the validity of his/her Digital Signature Certificate before participating in the online Tenders at the portal <https://hptenders.gov.in>.
- f) For the help manual please refer to the 'Home Page' of the e-Procurement website at <https://hptenders.gov.in> and click on the available link 'How to ...?' to download the file.
- g) Post-registration, Bidder shall proceed for bidding by using his digital certificate (Signing). Bidder shall proceed to select the tender he is interested in.



## **SECTION – 3 (Eligibility & Evaluation Criteria)**

### **3.1 ELIGIBILITY CRITERIA**

Following are the minimum eligibility criteria based on which Bidder shall be evaluated for eligibility for further processing:

<b>Sr. No.</b>	<b>Eligibility Criteria</b>	<b>Supporting Documents</b>
1.	The Bidder must be a company incorporated in India, registered under the Company's Act 1956/ Proprietorship Firm / Partnership Firm.	Certificate of Incorporation along with Memorandum of Association and Articles of Association.
2.	The Bidder should be in the business of supply, installation, and maintenance of ePoS machines/ Handheld machines in India for the last 3 years as on date of submission of bid and must have supplied and installed at least 6000 ePoS devices during this period.	Copies of Purchase/Work Orders and Installation Certificates/ Client Certificates for successful completion of work.
3.	The Bidder should have an annual average turnover of Rs 30.00 crores in the last 3 financial years (2019-20,2018-19, 2017-2018)	Certificate issued by Chartered Accountant
4.	Income Tax returns for three financial years (2019-20,2018-19, 2017-2018)	ITR Copies to be attached.
5.	The Bidder shall be OEM of ePoS machine or Authorized Distributor of the OEM (Only one BID will be considered either of OEM or Authorized Distributor)	Authorization letter from OEM as per Annexure-XI in case of Authorized Distributor.

6.	The Bidder shall have a valid ISO9001:2015 certification or latest and equivalent  OR CMMi level 3 or latest and equivalent	Copy of the valid Certificate issued by the authorized agency.
7.	The Bidder shall be registered for GST and shall have a valid PAN number.	Copy of GST registration Copy of PAN documents Copy of Company/ Firm Registration certificate, Attested Copy of the company's/ Firm's Annual Report
8.	The Bidder shall not have been blacklisted by Central Government or any State Government Organization / Department PSU in India in the last 5 years.	Notarized Affidavit from Bidder.
9.	The ePoS devices being proposed shall be STQC certified for Aadhaar authentication as per the latest STQC scheme (as on the last date of bidding) of certification of UIDAI Biometric Authentication Devices.	Copy of certificate issued by STQC for Suppliers and Bio-metric Devices(Authentication)
10.	Bidder should have internal multilingual (Hindi & English) Helpdesk support 9 x 7. Including extended service hours.	Undertaking from the Bidder.
11.	The Bidder must have the Registered office premises in the HP State (preferably Shimla) within 45 days of qualifying the Bid	Self-declaration letter.

12.	Aadhaar 2.0 compliance certification	The Bidder/OEM should have Aadhaar 2.0 API compliance certification from STQC &UIDAI on their name as on the date of bidding.
13.	The Bidder/ OEM Product should be STQC Certified/NABL Certified.	STQC/NABL Certificate
14.	Details of Pending Legal Cases of the Bidder against the Government.	Self-declaration letter from Bidder listing all the pending cases against the Government.

**Note 1:** The Bidder needs to submit all the documents as mentioned in the column “Documents required” to further qualify for further processing.

**Note 2:** In case OEM itself is a Bidder, it shall not give MAF to other Bidders.

### 3.2 Evaluation criteria

The bid evaluation will consist of 3 stages i.e., Pre-Qualification (PQ), Technical Qualification, and financial evaluation of the proposal submitted by the Bidders.

#### 3.2.1 Stage-1: Pre-Qualification (PQ)

- a) In this part, the bids shall be reviewed for determining the Compliance of the general conditions of the contract and Eligibility Criteria as mentioned in the tender. Any deviation from general conditions of the contract and eligibility criteria shall lead to the rejection of the bid.
- b) The Bidders should meet the PQ criteria mentioned below and submit all the supporting documents as per PQ. Only the PQ-qualified bids will be eligible for Technical Evaluation. The Bidders who qualify in PQ evaluation will be eligible for opening of Technical Evaluation & Presentation / POC. This process is for matching the eligibility and qualification details. The Bid will be canceled if any difference will be found from the relevant eligibility and qualification details. The Bid will be rejected if found any

discrepancy from the tender Term and conditions and in the tender documentation.

### 3.2.2 Stage-2: Technical Qualification

- a) Technical Proposal submitted by the Bidder shall cover the descriptions of the following sections
  - Expertise of the firm/ organization, Approach and implementation plan, proposed team structure, Qualifications, and experience of Key Personnel are to be provided for support and implementation of this project, Operational Plan to comply with the Service Level Agreement mentioned in the RFP.
- b) The Stage 1 shortlisted Bidder shall be evaluated in the technical evaluation round by the parameters for which have been given below:

Sr. No.	Technical Evaluation Criteria	Maximum Marks	Supporting Documents
<b>A</b>	Proposed Product (s) complies with the Technical Specification as mentioned in the Tender document.	Mandated / Pre-Requisite for further evaluation	Declaration of the Bidder along with requisite documents. As per Annexure -VI
<b>B</b>	<b>Technical Evaluation Framework</b>	<b>90 Marks</b>	--
<b>1.</b>	<b>Turnover:</b> Annual average turnover of Bidder partner in last 3 financial years $\geq 30$ to $\leq 100$ Cr= 5 Marks $> 100$ to $\leq 150$ Cr =10 Marks $> 150$ Cr = 15 Marks	15 Marks	Audited Financial Statements / Balance Sheets by a Certified Chartered Accountant

2.	<p><b>ePoS Machine / Handheld Machines supplied:</b> Number of ePoS machines / Handheld machines supplied by Bidder in the last 3 financial years in any project(the Bidder should have completed minimum two projects).</p> <p>≥6000 to ≤7,000 = 15 Marks</p> <p>&gt;7000 to ≤10000 =20 Marks</p> <p>&gt;10,000 and above =25 Marks</p>	25 Marks	Work order copy/ Installation/client certificate
3.	<p><b>Experience:</b> Experience of supplying Point of Sale devices / Handheld devices by Bidder for Government/ PSU/ Private sector listed company projects in India.</p> <p>Minimum 2 Projects =10Marks</p> <p>More than 2 Projects = 15Marks</p>	15 Marks	Work order copy/ installation/client certificate
4.	<p>Number of Aadhaar enabled transactions in any month before bid submission date in all states using the devices being offered</p> <p>15 lakh to 20 lakh = 10 Marks</p>	15 Marks	Portal Report or certificate from the state department

	<b>Above 25 lakh = 15 Marks</b>		
<b>5.</b>	<b>Number of seats in help desk setup of Bidder in other projects (previously handled)</b> <b>Up to 5 =02 marks</b> <b>5 to 10 =03 marks</b> <b>Above 10 =05 marks</b>	<b>05 Marks</b>	<b>Portal Report or certificate from the concerned state department</b>
<b>6.</b>	<b>Approach &amp; Methodology(It will be assessed based on Software Integration Methodology, Manpower Deployment Plan, Implementation Plan &amp;Methodology, Help desk Solution, Support&amp; Maintenance, Training Plan)= 15 Marks</b>	<b>15 Marks</b>	Submit Relevant sections along with the e-Bid documents
<b>C</b>	<b>Presentation/ submission or proper and relevant documents/ responsive bid along with POC</b>	<b>10 Marks</b>	
<b>Total (B+C)</b>		<b>100 Marks</b>	

**Note 1:** Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the Purchaser's requirements, as described in the tender. Bidder must possess the technical know-how and the financial strength which would be required to successfully implement Aadhaar based FPS Automation System in the State of Himachal Pradesh. The Bidder's bid must be complete in all respect and cover the entire scope of work as stipulated in the tender.

**Note 2:** Bidders who score overall 60 Marks or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for Financial Evaluation.

**Note 3:** Date, time, and venue for technical presentation will be

informed as per schedule fixed by the evaluation Committee.

**Note 4:** As and when required, during the tendering process, the Department may seek clarifications on any aspect from any or all the Bidders. However, that would not entitle the Bidder to change or cause any change in the substance of the tender submitted or the price quoted. Department reserves the right to seek clarifications on the already submitted documents.

**Note 5:** The non-responsive bid shall be rejected by the Purchaser without assigning any reason.

### 3.3 Financial Bid

The financial bids of the Bidders whose technical proposal is opened in the second stage and score more than 60 marks, the Bidder should submit the financial proposal online in e-Procurement portal based on requirements given below:-

<b>Sr. No.</b>	<b>Particulars/ Unit description</b>	<b>Price INR per e PoS device (per month inclusive of all taxes/ levies).</b>
1.	Rent for ePoS Device installation, integration with NIC software, Maintenance, up-gradation and integration with NIC software ensuring seamless network connectivity, imparting block-wise training to FPS holders including all manuals, deploying one technical manpower for two blocks, One district manager for each district, office at state level with sufficient staff, deploying of ePoS complaint software alongwith SLA monitoring tool for calculation of penalty and monthly payments. Running helpline for ePoS	

	related queries, minimum 3 paper rolls per FPS/ per month for printer and other services for ePoS Device Per month per FPS as per RFP for 5 years.	
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### **3.4 Financial Bid Evaluation:-**

- a) If any Bidder withdraws his bid, at any stage after bid submission till the final evaluation or declaration of the final selected Bidder, it shall be declared a “defaulting Bidder” and EMD of such defaulting Bidder shall be forfeited. In such a situation the tendering process shall continue with the remaining Bidders as per their ranking.
- b) If the Bidder relents after being declared as selected Bidder, it shall be declared as defaulting Bidder and EMD of such defaulting Bidder shall be forfeited and Department of Food, Civil Supplies and Consumer Affairs reserves right to blacklist such Bidder for next three (3) Years from participating in any Department of Food, Civil Supplies and Consumer Affairs tender. In such a situation, the tendering process shall continue with the remaining Bidders as per their ranking.



## **SECTION -4**

### **SCOPE OF WORK**

#### **4.1 Area of Work**

The FPS automation project roll-out will be in the entire state of Himachal Pradesh with approx. 5050 FPS. The bidder will ensure ePoS Device installation, integration with NIC software, Maintenance, up-gradation and integration with NIC software ensuring seamless network connectivity, imparting block-wise training to FPS holders including all manuals, deploying one technical manpower for two blocks, One district manager for each district, office at State level with sufficient staff, deploying of ePoS complaint software along with SLA monitoring tool for calculation of penalty and monthly payments. Running helpline for ePoS related queries, minimum 3 paper rolls per FPS/ per month for the printer, and other services for ePoS Device Per month per FPS as per RFP for 5 years. The solution would be fully online and in those FPSs where network connectivity is not available the foodgrains will be issued offline. The offline data of distributed foodgrains will be synced periodically/at regular intervals.

**Note1:** Block-wise list of Fair Price Shops is attached as Annexure-XII.

**Note 2:** The tenure of the project will be Five (5) years and it may be extended for the next two (2) years as per the requirement of the department and satisfactory performance of the ePoS vendor on mutual consent.

**Note 3:** The successful Bidder shall place the entire system within three (3) months after the award of Tender throughout the State. It is pertinent to mention here that no payment will be given for this installation phase and 5 years period will be counted after switching the project from old infrastructure to new infrastructure.

#### **4.2 FPS Automation Process:**

Each FPS will be equipped with a Point of Sale (ePoS) device with 4G/3G/2G connectivity upgradable to 5G and higher versions. In case of connectivity failure, the food grains will be distributed in offline mode at Fair Price Shop but authentication and record of the transaction on the server

shall be done through the Point of Sale (PoS) device at regular intervals on availability of connectivity.

#### **4.3 Strategy to be adopted:**

Issuance of the commodities by FPS to the Beneficiaries: - Commodities will be issued to the beneficiaries in the following two ways:

- **Mode 1: Fully Online Mode (FOM):** In Fully online mode beneficiary will get the ration from Fair Price Shop through online mode. The main features of the Online mode are as follows:-
  - i. The Point of Sale (ePoS) device gets connected with the server and registers itself on the server.
  - ii. The ePoS device will not work without a valid SIM card.
  - iii. Beneficiary provides biometrics such as finger biometrics or IRIS in ePoS devices.
  - iv. Point of Sale (PoS) device read the biometrics and sends it to the Aadhaar server to authenticate beneficiary.
  - v. Once the beneficiary gets authenticated, her/ his entitlement for the month is obtained from the server and displayed on the machine screen. The beneficiary may lift his entitled quantity in multiple attempts.
  - vi. The ration supply is given to the beneficiary as per the entitlement and a receipt of the same is auto-generated on each transaction. E-receipt will also be provided.
  - vii. In case Aadhaar is not available or Aadhaar is available but not getting authenticated because of some reason, the ration will be distributed based on Aadhaar OTP which will be sent to the beneficiary's registered mobile number.
  - viii. All the sales transactions are recorded in ePoS and auto-sync with the server in real-time.
  - ix. Once the sales transactions are recorded in the server, SMS will get generated and sent to the registered mobile number giving the details of the transaction.
  - x. The ePoS device also generates the receipt of ration received at the FPS and such receipt is recorded on the server.
  - xi. If the authentication (FINGER or IRIS) of a particular beneficiary fails 2 times, the transaction mechanism will switch to One Time Password. Once the second try is unsuccessful there will be an automatic trigger that

sends an OTP to the mobile number registered with Aadhaar and the transaction will be carried out using the OTP. In the case of OTP facilitated transactions, the process for retrieval of entitlement details is the same as in online biometric authentication facilitated transactions.

- xii. In case OTP also fails, the machine should switch to QR code scanning to disburse ration.
  - xiii. Ration Card details shall be entered either manually or through scanning of QR code/barcode pre-printed on the Ration card.
  - xiv. The department should have the right to deactivate any of the above sale options.
- **Mode 2: Offline Mode (OM):** This mode shall be applicable in FPS shops where there is no connectivity.
    - i. Ration Card details are entered either manually or through scanning of QR code/barcode pre-printed on the Ration card. Details of the beneficiary as recorded in the ration card and Ration card database are displayed. ePoS reads the ration card number and beneficiary's entitlement details and balances stored offline in the PoS.
    - ii. Food grains will be delivered by the FPS dealer after verifying the details of the beneficiary.
    - iii. ePoS reads the details of the FPS current stock allocation and stock availability status.
    - iv. The said transaction data stored offline shall be pushed by FPS dealer within 7 days Or alternatively, the FPS dealer shall carry the device to their respective tehsil /block and push the last month's sale transactions to the PDS server and then pull the current month's allocation, beneficiary details to the Point of Sale (PoS) device. This is strictly applicable in the Network Shadow area only.
    - v. The device should have the ability to take backup in SD card or other suitable media and must be uploaded in the web portal as per updation schedules prescribed by the department.

#### **4.4 Supply installation and commissioning of devices:**

The selected vendor will have to supply, install and commission the following STQC certified brand-new set of devices at the designated FPS as per the scope of work mentioned above:

<b>Sr. No.</b>	<b>Item</b>	<b>Apporx. Quantity</b>
<b>1.</b>	<b>E-Point of Sale (ePoS) device as per technical specification.</b>	<b>5050</b>
<b>2.</b>	<b>Finger and IRIS Biometric Device</b>	<b>5050</b>

**Note: -** The number of fair price shops in a Block is likely to decrease/increase by 10% of its current number.

- a) The successful bidder shall deploy sufficient resources (one for two blocks) to plan, manage, install and maintain the ePoS devices at all service points in the area of operations.
- b) The successful bidder is expected to plan ePoS device deployment in a phased manner as approved by the Department of Food Civil Supplies & Consumer Affairs.
- c) The successful bidder shall be providing M2M SIM with data connection of different service providers for each device and shall provide safeguards for any misuse of the SIM data connection.
- d) The successful bidder shall maintain the availability of 10% additional functional spare ePoS devices, required consumables, spares & support infrastructure, and supply the same as per the requirement of the department.
- e) Testing & synchronization of the ePoS devices with the NIC software.
- f) Providing Software Development Kit (SDK), compatible with all versions of Android, Linux, and Windows Operating Systems.
- g) The successful bidder shall also ensure strong connectivity from the ePoS device to the server.
- h) The successful bidder shall do a Network survey and Submit a network availability report to the department.
- i) The successful bidder has to provide the latitude and longitude coordinates for each FPS along with Network Survey Report.
- j) The successful bidder shall provide support for electronic Weighing scale integration.
- k) The successful bidder needs to ensure that every device shall be provided with a carry/ Safety case approved by the department to

protect the device from regular wear and tear.

- 1) The successful bidder shall impart training to all FPS holders as per the schedule provided by the department regarding ePoS operation.

#### **4.5 Application development:**

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

#### **4.6 System Architecture:**

The system architecture is depicted below:-

##### **4.6.1 AUA:**

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

##### **4.6.2 ASA Server:**

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

##### **4.6.3 Authentication services by UIDAI:**

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

#### 4.6.4 e-PoS Server:

- a) e-PoS Server Software and RCMS etc.:- This forms the core component in the entire architecture, which maintains all transactions related to FPS, allows the department functionaries to add card holders entitlements every month as per norms, and allows the beneficiary to draw his/her entitlements from assigned FPS. The biometric record should not be padded. Also, it is preferable to keep the data size small instead of padding it to a fixed size of 2 to 10 KB only.
- b) Application program creates the PID XML, computes the SHA-256 hash of the PID XML, generates AES-256 random session key, and encrypts the PID XML with the session key. Then session key is encrypted using UIDAI's 2048-bit public key. Encrypted PID XML, encrypted session key, and PID Hash (hmac) is sent to AUA server. Based on the protocol between devices and AUA server, data elements need to be sent appropriately.
- c) Devices need to host the applications for authentication, BFD, seeding EID/ UID, Exception Handling, recording transactions, Allocation, Transaction Module etc. Implementing change required by **Department of Food, Civil Supplies & Consumer Affairs** Himachal Pradesh, if any, for executing any other alternative federated authentication mechanisms for uninterrupted services.
- d) Department/Govt. permission is essential if a successful bidder needs to establish external data storage.

#### 4.6.5 e-PoS Server Shall:

- a) Retrieve sales data of the current month from the e-PoS transaction database for all or specific FPS.
- b) Record the goods received at Fair Price Shop.
- c) Send SMS to all registered RC Holders of stock arrival in their preferred FPS
- d) Fetch the Ration Card Data from the Ration Card database
- e) Generate and send OTP to beneficiaries' Mobile numbers and Authenticate OTP.
- f) Send Aadhaar number and bio-metric to the AUA server for Authentication/ Best Finger Detection.

- g) Record the response from AUA server
- h) Record the transactions in the ePoS transaction database
- i) Provide web services for generating MIS reports viz. Daily Transaction Report, Monthly transaction report, goods received report, available balance report etc.
- j) RD service with Update API 2.0 and e-KYC2.1
- k) Provide E-KYC facility for beneficiaries through ePoS Device.

#### **4.6.6 Exception Management process:**

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

- i. In Fair Price Shop designated for an online mode where network failure occurs occasionally the device shall have provisions to switch to/support offline mode.
- ii. In Fair Price Shop designated for Online mode where Aadhaar is not available with beneficiaries or Aadhaar is available but authentication fails (Both Finger + IRIS), the ration will be distributed based on Aadhaar OTP, which will be sent to the beneficiaries' registered mobile number seeded with Aadhaar.
- iii. If the authentication of a particular beneficiary fails 2 times, the transaction mechanism will switch to One Time Password in (OTP) mode. Once the second try is unsuccessful there will be an automatic trigger that sends an Aadhaar OTP to the registered mobile number and the transaction will be carried out using the OTP. In the case of OTP facilitated transactions, the process for retrieval of entitlement details is the same as in online biometric authentication facilitated transactions. If OTP also fails, the ration will be distributed by scanning QR code.
- iv. The authentication will be done either through finger biometrics or IRIS scanner.

#### **4.6.7 ePoS device (in FPS) loaded with Client Software:**

- i) The ePoS device (Handheld device loaded with client-side application software) communicates with the ePoS server duly using the web services provided by ePoS. Each device will have a unique device ID which will be mapped to a FPS in the ePoS Transaction database. The beneficiary needs to authenticate himself, for drawing ration, considering the following possible Scenarios:
- ii) Beneficiary's authentication can be done either by fingerprint or IRIS scanner from the sensors available on e-PoS. Aadhaar number and biometric/ IRIS information are sent to the UIDAI server for authentication. On successful authentication received from UIDAI, the entitled commodities on screen are displayed.
- iii) In case of authentication failure (Finger+IRIS) by a deemed real beneficiary, the system will prompt for Aadhaar OTP on the registered mobile number of the beneficiary for authenticating the beneficiary. If OTP fails, QR-based sale may be done but FPS holder has to make sure that ration is being issued to genuine beneficiary.

#### **4.6.8 Compliances:**

- a) The successful bidder shall ensure that the ePoS devices, application software functionalities, and any other component, equipment, peripherals involved in implementation solution and during the entire contract period meet the current/latest STQC/UIDAI guidelines and shall comply with all relevant laws including the Aadhaar Act, 2016 and IT Act, 2000, including any amendments therein. Also, they should meet the latest standards/guidelines brought out either independently or jointly by RBI, Indian Banks' Association, National Payments Corporation of India, Institute for Development and Research in Banking Technology, or other Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above-referred authorities, without any additional cost to the **Department of Food, Civil and consumer affairs, HP**
- b) The Bidder shall demonstrate all the features of the proposed ePoS



device implementation at Bidder's own cost. A demonstration is required to be given at SHIMLA/ HQ, during evaluation, to ensure compliance as per requirements.

- c) If more than one type/make/ model of machine is to be deployed in the field then a demonstration of all types/makes/ models of the machine will need to be provided and each such model/make shall be approved by the Food Civil Supplies and Consumer Affairs department.
- d) The deployed devices shall comply with the internet protocol version (IPV6). The devices being supplied by the successful bidder should be tested, registered, and certified by relevant agencies before delivery of the device to the Department. The Bidder shall ensure that all the components of ePoS devices offered are as per the UIDAI & STQC approved/ latest specification. No item with short supply or with different technical specifications shall be accepted in any circumstances.
- e) The device must be capable of collecting relevant information from Aadhaar holders, preparing authentication data packets (PID block), performing hygiene checks on data packets if required, transmitting data packets, and receiving authentication results along with instructions if any. Collection of Aadhaar information by the authentication devices shall be carried out in compliance with UIDAI specifications.
- f) The device components shall comply with specifications and standards prescribed by UIDAI from time to time. The device shall be updated from time to time as per the latest technology standards prescribed by UIDAI without any additional cost.
- g) Authentication devices must be deployed such that they cannot retain Aadhaar holders' PID collected for authentication during a transaction.
- h) Authentication Devices on the field for capturing resident data on the devices must adhere to technical specifications including formatting, security, and validations. Devices must have specified Battery Backup to meet power shortage.
- i) Participating in and facilitating the UIDAI certification process and STQC Certification of the devices and applications that will be used by AUAs as supplied by the successful bidder in enabling their Aadhaar authentication operations. This would include: Certification (by itself or through approved independent certification agencies) of applications

- (such as applications driving the authentication systems and applications in the AUAs' systems) that will be used by AUAs and other participants in their Aadhaar authentication systems.
- j) Prohibited from storing any PID in their database or any storage device of any nature whatsoever including Authentication Device or any machine, device or instrument of any kind whatsoever, removable storage devices or in physical form, at point of time.
  - k) In order to ensure that the authentication service is friendly to the resident Aadhaar holder, the successful bidder must provide an efficient application to maintain end-user latency of less than 5 seconds. It should consider round trip network latency from their devices to UIDAI data center and back while planning service roll-out in the field. Depending on the choice of network and bandwidth, on-field performance may vary. It is important that for a good user experience, successful bidder should try to keep the full round trip service time to be less than 5 seconds.
  - l) The quality/ performance of the ePoS devices will be the responsibility of the successful bidder and shall be checked and verified by District Controllers of the department. The successful bidder shall depute his technically qualified representative for commissioning/ installing and maintaining the delivered quantity of ePoS and IRIS devices. Proper training regarding the operation of the ePoS device shall be imparted to FPS holder by the successful bidder.

#### **4.7 Training:**

- a) The successful bidder shall give training to the Departmental Officers/ Officials and FPS dealers/salesmen, as and when directed by the Department.
- b) The training will include basics of the devices, key functionalities, and features, usage guidelines, operation of the machine for distribution of ration, safety measures etc.
- c) The training will be conducted on the days decided by the department. Bidder shall depute their trained technicians/engineers to train the FPS dealers/salesmen. Bidder's technicians/engineers will conduct the training for all FPS dealers/salesmen at each Block level. This will also include hands-on training. Further On-the-job training at the FPS level will be need-based and conducted as per the request of the F.C.S &C.A.

department. In the training, Bidder's technicians/engineers will share the relevant information along with training documents with the FPSs dealers/salesmen and obtain a training report signed by the FPS dealers/salesmen after training, with their feedback on the training quality provided to them. Each training session shall have its training report and the bidder shall share the report (in hard copy) with the designated Block Inspector, District Controller, FCS &CA, and Director, FCS & CA, HP.

- d) The contents, trainers, and training will be provided by the bidder. The venue of the training and support for training will be provided by the department. Beyond the minimum requirement, the bidder shall be required to assess the number of training depending on the Fair Price Shops. The key outcome expected is that the FPS dealers become fully conversant with the use of ePoS devices being supplied to implement the project. The bidder shall provide the user manuals and training videos.

#### **4.8 Helpdesk:**

- a. There will be a central Helpdesk which will be operated by the successful bidder. Complaints from the field will be registered at this central helpdesk. The successful bidder will nominate a Nodal officer who will be coordinating on the resolution of complaints registered in the Central Helpdesk application. Complaints from the field will be registered at this helpdesk. The successful bidder shall resolve all the complaints registered on Central Helpdesk. Operational space for the helpdesk shall not be provided by Department to the successful bidder. All other consumables, capital expenditure including hardware/ software, and operational expenditure shall be borne by the bidder. The successful bidder shall set up an office at Shimla with a fixed landline telephone and separate email ID for each District to manage and maintain the entire project work.
- b. The successful bidder shall resolve the problems through its technical experts as soon as the FPS dealers/salesmen or its representative records its complaint through the Helpdesk support. The resolution of the problem should be governed as per the SLA monitoring tool mentioned in the tender and are liable to penalties as prescribed in the agreement.
- c. Application required for the helpdesk must be provided by the Bidder

which should generate the MIS reports based on calls received resolution and response time and other standard parameters & customization as per SLA defined in the tender.

- d. The successful bidder shall use their helpdesk number to support some parallel lines to be provided which may be decided during the implementation phase.
- e. The successful bidder shall provide a complete Helpdesk software solution/ SLA Monitoring tool to register, log and monitor users' complaints, suggestions, and responses forwarded by the central helpdesk. The SLA monitoring tool shall auto calculate the monthly due payment after calculating penalties for non-functional ePoS devices for every month as per tender conditions and there must be a provision of verifying the same from concerned Inspector FCS&CA.
- f. The successful bidder shall design, develop and deploy a SLA monitoring system for monitoring project activities and also provide login credentials to the Departmental staff in SLA monitoring system at State HQs, District HQs and Block level to monitor deviations and generate SLA performance reports. The entire SLA monitoring tool/ dashboard will be designed/ updated from time to time by the successful bidder as per the requirement of the department.
- g. The central Helpdesk personnel will verify the authenticity of the complainant asking the details (such as name and location of FPS, model no., serial no. of the device, etc.) of the ePoS device installed and upon verification would register the complaint on the following issues:
  - i. Non-functioning of the ePoS device, defect in device, device functioning not as per desired standards, poor -response time, non-functioning of device peripherals/accessories/components like charger, fingerprint scanner/ IRIS scanner, printer, etc. and all kinds of device-related issues.
  - ii. Non-functioning of ePoS application in any manner including poor response time of the device application / biometric/ IRIS sensor, and other application-related issues.
  - iii. Compatibility issues with the NIC software and (or) ePDS servers and (or) Aadhaar/ UID authentication server.

- iv. Any other ePoS Device related issues.
- v. The vendor Helpdesk personnel will receive the complaints from the FPS holder/ Inspector/ ePDS team of the department.
- h. The primary responsibility of the successful bidder's Help Desk representatives would broadly include the following, but not limited to:
  - i. Based on the complaint registered, the Helpdesk operator shall generate a ticket for the operational and technical support team of the successful Bidder and would provide the ticket number to the complainant. The date and time of the complaint shall be auto-recorded along with the ticket number.
  - ii. The complaint is to be resolved immediately (within one hour) and in case the complaint can be resolved over the phone, the identified expert team of the Bidder will provide necessary telephonic support within 10 minutes in the complainant's friendly language (Hindi / English) as the case maybe.
  - iii. In case the complaint is not resolved on the telephone, the successful bidder will send the expert personnel to the site of the complainant and resolve it on a priority basis.
  - iv. Complaint to be closed only after confirmation of FPS holder/ Inspector, FCS & CA (OTP based confirmation to close the complaint)
  - v. Based on the request from the device user, the helpdesk person should also arrange the personal visit of the Bidder's an engineer/technician / Block Coordinator to the location of FPS where a device is installed (within desired/stipulated time) for assisting the device user in operating the device, troubleshooting, and rectification of device/device application. The engineer/ technician visiting the device location should also assist the device user in all kinds of device support activities including but not limited to the following tasks:
    - a. Department application on a handheld device and operating the device for sending authentication requests to the Aadhaar server and any other operational issues.
    - b. Assisting at project site/location in all activities related to user Department application, device operation & usage, and connectivity issues.
    - c. Any problem related to OS maintenance, reloading of OS with all

device drivers, OS upgrade, device drivers, System configuration, and network configuration (if required) shall be attended to & rectified by the successful Bidder. All required device drivers shall be provided by the successful Bidder and shall also keep a copy of all device drivers.

- d. Removal of any virus, malware, or any other type of malicious/harmful entities (if any) from the system.
- e. Once the complaint is resolved, the helpdesk person should get confirmation from the user complainants (FPSs dealers/salesmen / Dept. personnel) about his/ her satisfaction with the resolution provided (OTP-based confirmation to close the complaint). The helpdesk person should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the complainants.
- f. The helpdesk operator should maintain logs and record the ticket resolution date and time on the SLA monitoring tool. The complaint resolution time will be auto-calculated from the time of logging the complaint ticket generation till the time of closing the ticket on the SLA Monitoring Tool.
- g. The above details shall be shared with the department on weekly basis. The successful bidder would check if the complaints have been resolved in the scheduled time and calculate penalties for delayed resolution if any, and present it to the department.
- h. The Help Desk services shall operate on all days of a week from 09:00 A.M. to 6:30 P.M. including Himachal Pradesh Government Holidays. Bidder shall abide by the SLA conditions mentioned in the TENDER document related to Operation and Helpdesk support.
- i. MIS reports / Complaint logs listing the response, resolution time, and the complaint details must be generated and submitted to Department on weekly basis. The format for the same may be finalized mutually by Bidder and Department and made available on the SLA monitoring tool.

#### **4.9 Operation & Maintenance:**

- a) The Bidder has the responsibility of maintenance of ePoS device by deploying the resources.
- b) The Bidder has to provide additional resources for the first three months of implementation or until the system gets stabilized as per the requirement of the Department of Food, Civil Supplies and Consumer Affairs.
- c) The Bidder has the responsibility to maintain the ePoS device during all working days of the state and within working hours of the PDS shop
- d) The successful bidder shall have a device maintenance center at each district head quarter for basic troubleshooting of the device including software issues. This center shall also act as a collection center for the replacement/repair of the faulty device
- e) The successful bidder shall be required to replace/fix faulty ePoS or offer the right resolution of the complaint as per the SLA/ tender conditions. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the concerned successful bidder.
- f) The successful bidder shall supply operation and maintenance manuals and shall provide complete technical documentation of hardware, firmware, all sub-systems, operating systems, compiler system software, and other software.
- g) Updated versions of the client/NIC software should be pushed to the ePoS Device automatically, without any additional costs or expenses. It should be maintained in the central server for updating the client/NIC software with a single click.
- h) The vendor should be able to display a report of the machine and its firmware. All the software releases shall be pre-approved by the department/NIC before being updated into ePoS machines remotely.
- i) Remote terminal Management Software: - All ePoS devices shall be updated with the latest OS patches, applications software patches, and new software releases through a centralized remote terminal software using the push method.
- j) The physical security of the machine will be the responsibility of the FPSs dealers/salesmen after handing over the machine to him/her. Any device

damaged due to intentional or careless behavior shall be repaired by the successful bidder on actual cost. There shall be a committee formed at the district level to decide whether the damage is due to careless/ intentional behavior or not. If it is found to be intentional, the cost of maintenance shall be recovered from the FPS and shall be given to the successful bidder on the following cost:

➤ Charges/landing cost after the completion of:

- ❖ 1st year - 80% of the MRP declared
- ❖ 2nd Year – 60% of the MRP declared
- ❖ 3rd Year – 40% of the MRP declared
- ❖ 4th Year – 20% of the MRP declared

- k) The successful bidder will provide all support to patch and update the system software, APIs, SDK and provide onsite technical manpower support in using SDK and APIs for access and usage of Department /NIC applications residing in the server.
- l) All consumables with paper roll up to 3 rolls per ePoS per month and other stationeries will be provided by the successful bidder free of cost as per the capacity of the ePoS devices.

#### **4.10 Standardization Testing and Quality Certification (STQC):**

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

The successful bidder shall ensure the following points are duly addressed for successful completion of STQC Certification, wherever applicable:

- a. Successful completion of Application Audit. Application audit shall include:
  - i. Functionality audit that will map the functionality delivered to the FRS, agreed upon during the development phase.
  - ii. Identify the nature and type of transactions being processed by the



application systems.

- iii. Determine systematic measures implemented to control and secure access to the application programs and data including password controls, user authentications, roles and responsibilities, audit trails and reporting, configuration, and interface controls, etc.
- b. Review of Network and Website will include:
  - i. Penetration and vulnerability testing
  - ii. Security exposures to internal and external stakeholders
- c. Definition and Implementation of Security Policies and Controls will include:
  - i. Define and implement backup process, including schedule, storage, archival and decommissioning of media.
  - ii. Define IT Change Management process, Incident Management process – covering identification, response, and escalation mechanisms.
  - iii. Define and implement Anti-virus (malware) controls –patching, virus definition file update.

#### **4.11 Software Testing:**

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

- Create and share SRS, FRS, Test Plans (Functional testing, System testing, and performance testing), test strategy documents to the department for formal approval
- No additional cost shall be paid to Bidder to complete the test executions or for creating test bed setups for any form of testing
- Execute and create reports for all test executions
- Testing of the entire application as per the approved test plans
- Create and submit test execution reports, bug status reports to the Department for review on weekly basis.
- Create and submit traceability matrix to the Department for approval
- Not more than 0 critical and 5 Major, 10 minor defects should be open before the start of UAT
- SI shall be responsible for submitting test reports and bug status reports

which shall be formally approved before the start of UAT

**Note:** All documents shall be shared as Hard copies along with Soft copies in editable and non-editable formats.

#### **4.12 User Acceptance Testing (UAT):**

- a. There will be an Operational Testing Group (OTG) constituted by a Department comprising of NIC technical consultants and users of all levels from different stakeholder institutions to perform User Acceptance Testing (UAT). The Department with the help of PMU shall be responsible for providing the final acceptance sign-off, after consulting the OTG who shall represent the Department in reviewing the deliverables under SLA provided by the successful bidder.
- b. The UAT will be initiated from the stage when the application software would be delivered by the NIC and would conclude till after go-live. The review will focus on the completeness of the deliverables & the compliance of the deliverables to best practices and Standards.
- c. Demo should be given by the successful Bidder and NIC on the live environment while submitting the software version for UAT along with the release notes, test data may be created over and above the live data for testing purposes.
- d. UAT would be executed in a live environment; NIC/ successful bidder shall be responsible for providing a live environment for UAT.
- e. Release notes should be updated and shared along with every new version of software submitted to the department by NIC or a successful bidder.
- f. No extra cost shall be paid for UAT.
- g. Following documents should be submitted by successful Bidder and approved by the Department before the start of UAT:
  - i. SRS, FRS
  - ii. Test Plans – Functional testing, System testing, Performance testing (Load and stress), Test strategy
  - iii. Test Cases corresponding to all test plans
  - iv. Test Execution reports for all test plans
  - v. Security test report
  - vi. Bug Status report – 0 Critical, 2 Major and 5 Minor

vii. Traceability Matrix

viii. UAT Test cases

Criteria for successful UAT exit would be

- i. Final versions of all above-mentioned documents are approved and submitted to Govt. of Himachal Pradesh
- ii. No more than 0 Critical, 0 Major, and 2 minor defects are present in the system

<b>Sr. No.</b>	<b>Defects</b>
<b>1</b>	<b>Minor Defects</b> These types of defects are the ones, which can or have caused a low-level disruption of the system or business operation. Such defects can result in user inefficiency. Although software with a minor defect suffers from the failure, it continues to operate. Such disruptions or non-availability of some functionality can be acceptable for a limited period. <b>For the TENDER all cosmetics bugs would also be included as minor defects.</b>
<b>2</b>	<b>Critical Defects</b> These defects are extremely severe defects, which have already halted or are capable of halting the operation of the business system. It means the defect has stopped some business functions, therefore, forcing the deployment of manual workaround procedures into operation. <b>For the existing TENDER, all defects which lead to a manual or automatic restart of the application/module shall be considered as Critical defect</b>
<b>3</b>	<b>Major Defects</b> These are also severe defects, which have not halted the system but have seriously degraded the performance of some business functions. Although this is also a failure, the business operation continues at a lower rate of performance. <b>For the existing TENDER, all defects which lead to failure in meeting any of the performance criteria shall be considered as Major defects.</b>

#### **4.13 Business Continuity Plan:**

The Successful bidder is expected to develop a Business Continuity Plan

(BCP) and Disaster Recovery Plan (DRP) for the operations carried out by the SI wherever applicable. An indicative list of activities to be performed by the successful bidder is mentioned below:

- a. Designing and implementing adequate business continuity and restoration procedures for the application data locally stored (In Case of Offline Application) in the ePoS device.
- b. Ensuring that there is no single point of failure and an adequate level of redundancy is built in to meet the uptime and other requirements of this TENDER.
- c. While building redundancies, it should be ensured that failure of a single component of communication link does not fail primary as well as secondary connectivity. Hence primary and secondary connectivity should be taken from 2 separate communication link providers and both links should not have any single point of failure. Preferably, all the redundancy will be in auto fail over mode so that if a primary component fails, the secondary component automatically takes over.
- d. Any storage space/media required to maintain backups and other requirements of the TENDER should be provisioned for by the selected Bidder in his Bid.

#### **4.14 Information Security Management:**

The successful bidder shall ensure that adequate measures are taken by the Bidder to ensure confidentiality, integrity, and availability of the information for both the application and the data. Below is a list of the guidelines (but not limited) that the successful bidder must adhere to while designing and implementing the solution:

- a. The proposed solution should provide security including identification, authentication, authorization, access control, administration and audit, and support for industry Standard protocols.
- b. The proposed solution should include the design and implementation of a comprehensive Information Security (IS) policy in line with ISO Standards to comply with the security requirements mentioned in this section. The IS Policy shall include all aspects such as physical and

- environmental security, human resources security, backup and recovery, access control, incident management, business continuity management, etc.
- c. The proposed solution should ensure that data, especially those pertaining to the registration process, transaction process as well as the data that is stored at various points are appropriately secured as per minimum Standard 128 Bit AES/ 3DES encryption.
  - d. The proposed solution should be able to ensure the integrity of the system from accidental or malicious damage to data.
  - e. The proposed solution should be able to check the authenticity of the data entering the system.
  - f. The proposed solution should be able to monitor security and intrusions into the system and take necessary preventive and corrective actions.
  - g. The proposed solution should store User IDs and passwords in an encrypted format. Passwords must be encrypted using SHA-512 or higher hash algorithm or equivalent.
  - h. The proposed solution should be capable of encrypting the password / other sensitive data during data transmission.

#### **4.15 ePoS devices:**

- a. The number of Devices and Locations: The successful bidder will have to supply, install, and commission, approx 5050 for all the FP shops in the 12 District of Himachal Pradesh, ePoS devices with client-side/ NIC software.
- b. Spare devices: The successful Bidder must maintain 10 % spare devices at District/ Block Level for smooth operation.
- c. Device Specifications: The devices are required to be compliant with the technical specifications mentioned in the TENDER. The decision of the Evaluation Committee constituted by the department regarding the conformity of the ePoS devices with specification stipulated shall be final and binding for the successful bidder. The technical specifications for ePoS devices are based on those issued by the Standardization Testing and Quality Certification (STQC) Directorate for ePoS devices certification standards and those issued by the Government of India.
- d. Ruggedness: ePoS device should be rugged enough to be handled under

roughest conditions. The device should be robust enough to run in a rough FPS environment for a long period; it should be built in a tamper-proof rugged body to make it more secure and rodent-proof; the device must be strong enough to sustain shock/ drops from table heights etc.

- e. Connectivity Support: ePoS device should support Multiple connectivity options as specified in specifications shall support services provided by Telecom service providers (BSNL, Reliance, Airtel, JIO, etc.) and other operators operating in the Himachal Pradesh Circle. The successful bidder shall supply & bear the connectivity charges (fixed & recurring) for the duration of the contract period. Bidder shall provide the best connectivity solution available in the area (considering that different geographical areas may have different connectivity strengths for ISPs).
- f. The ePoS device should be compatible LINUX/ Windows/Android operating system with Micro ATM and another facility ready. User Interface and should be accompanied by software development kit as required. The ePoS device has to be assembled in India by the Company that has premises in India.

#### **4.16 Essential Manpower:**

<b>Sr. No.</b>	<b>Resource Category</b>	<b>Number</b>
<b>1.</b>	Project Manager/ Team Leader	One at State HQ should be professionally qualified and capable of handling the project efficiently.
<b>2.</b>	Helpdesk &Support Lead/Manager	Preferably 5- 10
<b>3.</b>	Training Manager/ District Manager	One at Each district (total 12 persons)
<b>4.</b>	Support Engineer	One for two Blocks (Tentative 40 persons).

**Note:** The manpower deployment plan mentioned above is indicative only, The Bidder will present the manpower deployment plan during the presentation and shall submit the final deployment plan after work order but before the signing of SLA and is subject to the approval of the department. The

number of personnel must be increased/ decreased at a month's notice by the department.

#### 4.17 Implementation Schedule:

Following are the timelines for the completion of various phases

Sr. No.	Milestone	Deliverables	Timelines
1	Signing of contract		T
<b>Phase –Initiation and Supply of Goods</b>			
2	Project Initiation & Team Mobilization.	Detailed Application / Software development Plan for ePoS device based Application, Detailed Delivery Plan, and Detailed Resource allocation plan for Installation and commissioning across allocations in the State.	T +1 week
3	Requirements Analysis & demonstration approval along with the ePoS device-based application/software solution for ePoS Device	Approval for ePoS device-based application /software solutions for ePoS Device. Approval of demonstration for ePoS devices and ePoS device-based application as per the scope of work.	T + 2 weeks
<b>Phase – Commissioning &amp; Go-Live</b>			
4	Supply and Installation of Equipment at respective FPS locations and Training of FPS dealers/salesmen /representative / ePoS operator/ Department user on the Devices across Himachal Pradesh	Procurement Reports, Invoices & related warranty information, Delivery Challan duly signed by authorized signatory from Department/ FPSs dealers/salesmen Dissemination of knowledge and completion of Classroom training and FPS level training. 1. Certificate of successful installation and commissioning	T + 12 weeks

		received from all FPS and consolidated report and signoff by the department. 2. Helpdesk Go-live by department 3. Escalation Matrix from Bidder	
5	Helpdesk and Support Setup and Handholding Support.	Setup of the Helpdesk and conducting detailed Walkthrough and demonstrations for the ePoS device supplied, handing over all relevant documentation, manuals, addressing the queries/clarifications of the Department / FPS operator concerning the working/performance levels of the equipment provided, conducting training sessions, Etc.	T+ 13 Weeks
<b>Phase – Operations, Maintenance &amp; Warranty Support for 5 years</b>			
6	Operations, Maintenance & Warranty support for the period of 5 years	Monitoring, Escalation Reports, MIS reports with details of Operations, Preventive Maintenance / Support / Warranty Activities carried out.	5 Years from the date of Go-Live
7	Preventive Maintenance	Monitoring Escalation Reports, MIS reports with details of Operations, Preventive Maintenance Reports/ Reports on Support / Warranty Activities carried out during past six months.	Every six months after Go Live or on request of authorized personnel from Dept.



**Note:** The go-live definition for the start of 5-years of engagement shall be “Commencement of the transactions on the Point of Sale (PoS) device and entry of such sale in the server (i.e. interaction with server) including online and offline mode”. The definition of a completed transaction shall “a transaction that is completed right from beneficiary authentication and back and forth communication with the central server and ePoS”. Further, the go-live will be considered from the 1<sup>st</sup> of every month irrespective of the completion date of installation of ePoS devices.

#### **4.18 Stakeholders and Role & Responsibilities:**

**In addition to the roles and responsibilities assigned/ mentioned in the tender document the Department/ NIC/ Successful bidder shall perform:-**

<b>Stakeholder</b>	<b>Roles &amp; Responsibilities</b>
<b>Department of Food Civil Supplies &amp; Consumer Affairs, HP</b>	<p>For the current scope of work the department will have the following responsibilities:</p> <p>The PMU of the Department will monitor Data hosting, Grievance redressal, and Project Implementation.</p> <p>To Coordinate between the successful bidder and other Stakeholders for entire project monitoring.</p> <p>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 With the Help of successful bidder. The dept. With the help of the NIC/CDAC avail the facility of SMS Gateway to the stakeholders/consumers. Department has to ensure that all required data should be shared with NIC/ successful bidder software without any hindrance.</p>
<b>NIC</b>	<p>NIC will implement online authentication for the sale of commodities in collaboration with UIDAI through an implementation Partner.</p> <p>NIC and the successful bidder will jointly ensure that the</p>

	<p>applications driving the ePOS devices are duly registered with/ approved/ certified by UIDAI &amp; STQC</p> <p>Conduct periodic audits of all key actors 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.</p> <p>NIC shall do the needful in putting in place a Dispute Resolution Mechanism for the Aadhaar authentication ecosystem.</p> <p>To provide server space on the State Data Centre</p> <p>The department will take the necessary internal approvals and complete all the formalities for starting AUA services of NIC for the biometric/ Aadhaar authentication of beneficiaries through e-PoS.</p>
<b>Successful bidder</b>	<p>In case of any investigations related to authentication fraud(s) or dispute (s), the successful bidder shall extend full cooperation to UIDAI/ NIC/ PMU of the Department /Govt. of Himachal Pradesh 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.</p> <p>Hosting all types of server applications.</p> <p>Provide web service to share the information seamlessly</p> <p>Ensuring smooth network connectivity from ASA to AUA and AUA to server.</p> <p>Ensuring regular backup support.</p>

## **SECTION -5 Other Terms and Conditions of the Tender**

### **5.1 General Conditions:**

- a) The Bidders are requested to examine the instructions, terms and conditions, and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of the bid.
- b) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of the contract. Department of Food, Civil Supplies and Consumer Affairs HP shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.
- c) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever, including those of financial adjustments to the contract awarded under this tender, will be entertained by the Department of Food, Civil Supplies and Consumer Affairs. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.
- d) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.
- e) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

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

## 5.2 **Clarifications in the Tender:**

- a) A prospective Bidder requiring any clarification in the Tender may notify the Department of Food Civil Supplies and Consumer Affairs by letter or by Fax or by e-mail to [dfs-hp@nic.in](mailto:dfs-hp@nic.in) and [hpepds1@gmail.com](mailto:hpepds1@gmail.com) on or before the pre-bid meeting. We encourage paper-free e-mail communication.
- b) The Bidder shall submit any queries related to the Bid document in the following format. The queries should necessarily be in the below-given format:

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

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

## 5.3 **Amendments in the Tender document:**

- a) A Pre-bid meeting shall be held for addressing the clarifications on the date and time mentioned in the schedule of the tender process or any other date if deemed fit by the Department of Food, Civil Supplies and Consumer Affairs. The Bidders are requested to participate in the Pre-bid meeting for clarification of their queries.
- b) Before the closing of the Tender, clarifications, and amendments, if any, will be notified on the website mentioned in the schedule of the tender process. The Bidders should periodically check for the amendments or corrigendum or information on the website till the closing date of this Tender. Department of Food Civil Supplies and Consumer Affairs will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.
- c) Before the closing of the Tender, the Department of Food, Civil Supplies and Consumer Affairs may amend the Tender document as per requirements or wherever the Department of Food Civil Supplies and Consumer Affairs feels that such amendments are necessary.
- d) Amendments may also be given in response to the queries by the

prospective Bidders. Such amendments will be notified on the websites mentioned in the tender schedule.

- e) Department of Food, Civil Supplies and Consumer Affairs, at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments.
- f) Department of Food, Civil Supplies and Consumer Affairs is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder's failure to update the Bid documents on changes announced through the website.

#### **5.4 Language of the Bid:**

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

#### **5.5 Bid Currency:**

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

#### **5.6 Contacting Tender Inviting Authority:**

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

#### **5.7 Tender Document Fee:**

The Tender Documents may be directly downloaded from

<https://food.hp.nic.in>, <https://epds.co.in>, <https://hptenders.gov.in>. Bidders who wish to participate in the tender process should submit the tender document fees as mentioned in the schedule of the tender process Earnest Money Deposit (EMD)

- a) An EMD amount as specified in the schedule of the tender process should be paid by way of a Demand draft.
- b) The EMD of the unsuccessful bidders shall be returned at the expense of the Bidders within a reasonable time consistent with the rules and regulations in this regard. The EMD amount held by the Department of Food, Civil Supplies and Consumer Affairs HP till it is refunded to the unsuccessful Bidders shall not earn any interest thereof.
- c) The EMD amount shall be forfeited by the Department of Food, Civil Supplies and Consumer Affairs HP, if the Bidder withdraws the bid during the period of its validity specified in the Tender or if the Bidder fails to sign the contract or the Bidder fails to remit PBG within the respective due dates.

#### **5.8 Letter of Authorization:**

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

#### **5.9 Other Conditions of Bid Submission:**

- a) All the documents submitted including the tender document should be duly signed by the authorized signatory of the firm/ company.
- b) Failure to furnish any of the online uploaded documents, certificates, will result in rejection of the bid. Department of Food, Civil Supplies and Consumer Affairs HP shall not hold any risk on account of delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be False/fabricated/bogus, the Bidder will be disqualified, blacklisted and action will be initiated as deemed fit and the Bid Security will be forfeited.

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

**5.10 Submission of Pre-Qualification/Technical Bid (Applicable for online submission):**

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

- h. If a Bidder intends to subcontract major items of supply or services, it shall include in the bid details of the name and nationality of the proposed Subcontractor, including vendors, for each of those items and shall be responsible for ensuring that any Sub-contractor proposed complies with the requirements applicable to a Bidder. For these Bidding Documents, a Sub-contractor is any vendor or service provider with whom the Bidder contracts for the supply or execution of any part of the Contract such as the supply of major components or the performance of related Services.
- i. It is proposed to have a Cover System for this tender:
  - Pre-Qualification Bid/ Technical Bid in one cover
  - Financial Bid in the second cover
- j. The Tender should be submitted online in the e-procurement portal to the department. The bids should be submitted before the closing date and time as mentioned in the document control sheet.

**Note 1:** Scan Copy of Tender Fee and EMD must be uploaded along with Bid Documents online. The hard copy of demand drafts should reach the office of the Director, Food Civil Supplies and Consumer Affairs HP by Date **10.01.2022 till 5:00 PM**

**Note 2:** Evaluation shall be done based on documents uploaded online on the e-Procurement portal. However, the Department of Food Civil Supplies and Consumer Affairs HP reserves the right to seek clarifications on already uploaded online documents.

#### **5.11 Validations of Interlineations in the Bids:**

The Bid shall contain no interlineations, erasures, or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialed by the person signing the bid.

#### **5.12 Cost of Bidding:**

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



### **5.13 Documents Comprising the Bids:**

The bid prepared by the Bidder shall comprise the following components.

The Bids not conforming to the requirements shall be summarily rejected.

#### **5.13.1 Pre-Qualification Bid (to be submitted online only)**

- a) The Bidder must submit a detailed checklist for the Pre-Qualification/Technical & Financial Bid as mentioned in Annexure-I. Bidders are requested to add a column for page no. in the pre-qualification checklist table and provide the corresponding page no. of the respective criteria.
- b) In support of eligibility, a Bidder must submit the following documents (besides the other requirements of the Tender)
- c) Annexure-II: Bid Cover Letter
- d) Annexure III: Profile of Bidder
- e) The pre-qualification bid should contain scan copy of the Earnest Money Deposit (EMD).
- f) Power of Attorney/ Letter of Authorization executed by the Bidder in favor of the Principal Officer or the duly Authorized Representative, certifying him as an authorized signatory for this Tender.
- g) The declaration that the Bidder has not been debarred and blacklisted by any Govt. / Semi-Govt. organization for quality of services/product and there is no major complaint against the Bidder by any organization as per Format given: Undertaking for participating in the Bid process.
- h) An Acceptance by the Bidder to the Terms & Conditions mentioned in this Tender, Annexure-IV.

#### **5.13.2 Technical Bid (to be submitted online to the Department only)**

- a. The Technical Bid, besides the other requirements of the tender, shall comprise of the following:
- b. Annexure VI: Technical Bid Letter
- c. Annexure-VII: A Technical Compliance letter is to be submitted by the Bidder for any additional services required in the project without any additional cost, as mentioned in Annexure-VII.
- d. Annexure-IX: Project Experience
- e. Annexure-X: Format for Declaration Pro format(Blacklisting)
- f. Annexure-XI: Manufacturer Authorization Form(MAF)

#### **5.14 Force Majeure:**

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

### **5.15 Other Conditions:**

- a) The final decision would be based on the technical capacity and pricing of the successful bidder. Department of Food, Civil Supplies and Consumer Affairs HP does not bind itself in selecting the Bidder offering lowest prices.
- b) Department of Food, Civil Supplies and Consumer Affairs HP reserves the right to reject any or all the bids without assigning any reason, to relax or waive any of the conditions stipulated in the terms and conditions of tender as deemed necessary in the best interest of the Department of Food Civil Supplies and Consumer Affairs for good and sufficient reasons.
- c) The agency would be required to adhere to the practices, terms and conditions, and specifications mentioned in the tender for Labor Welfare and Insurance, Regulatory Compliance, Tools, and Safety Precautions. The successful bidder will ensure the implementation of the same.

### **5.16 Arbitration and Jurisdiction:**

In case of any dispute, the matter will be referred to a Sole Arbitrator to be appointed by the Department of Food Civil Supplies and Consumer Affairs in accordance with the "Arbitration and Conciliation Act 1996". The arbitration shall be held in Shimla, HP, India, and in the English language only.

### **5.17 Payment Terms, Service Level Agreements &Penalty:**

#### **5.17.1 Payment**

- a) A Go-live certificate reflecting the number of ePoS devices functional shall be mandatory.
- b) The successful bidder shall be paid a fixed monthly rent quoted by the successful bidder per Fair Price Shop per month if the ePoS is functional for more than 20 days in a month and at least 90% of total transactions at the FPS are carried out through ePoS after Aadhaar based biometric authentication (Success + Failure) during the month. In case any of the above conditions are NOT met i.e. ePoS is not functional for 20 days in a month or transactions through ePoS after Aadhaar based biometric

authentication are less than 90% of total transactions, MGR for that particular FPS for that particular month will not be paid. Deductions if any due to SLAs deviations shall be determined and adjusted during the monthly payouts as per the SLA monitoring tool on the prescribed format at Annexure - XII. The first invoice will be generated after 1 month of the Go-live date. The successful bidder will be paid on satisfactory performance as per the condition of the RFP/SLA. Efforts shall be made to make payment within 30 days of receiving communication from the successful bidder, subject to fulfillment of deliverables and availability of funds from Govt. Department of Food Civil Supplies and Consumer Affairs will be responsible for disbursing the monthly fee for that month as well as any deductions arising out of penalties being levied on the successful bidder as per SLA and SLA monitoring tool.

**5.17.2 Other Payment Terms:-**

- a) The successful bidder would raise a monthly invoice along with the relevant documents as per the SLA monitoring tool.
- b) The successful bidder shall deploy an SLA monitoring tool to calculate penalties. The Department of FCS & CA, HP will make payment to the successful bidder after adjustments against the penalties levied concerning the SLAs.
- c) SLA adherence reports have to be generated by the concerned successful bidder and the same shall be submitted to the Department of FCS & CA, HP. This would be used for monitoring SLA and calculation of penalties (if any). The client at its discretion may verify the SLA performance reports and penalties.
- d) In the case of Advance distribution 3-6 months for transactions above 80% of total quantity allocated through ePoS device especially in Hard/ Tribal Areas, MGR may be paid by relaxing the payment conditions mentioned above.
- e) In case more than 5% of ePoS devices deployed in fair price shops remain out of order continuously for more than one month and are not repaired/replaced as per the Tender clause, a 10 % deduction of the monthly payment will be made.

### 5.18 **Service Level Agreement:**

Service Level Agreement (SLA) will form part of the contract between the Director, FCS & CA, HP, and the successful bidder. SLA defines the terms of the responsibility in ensuring the timely delivery and compliance to the Performance Indicators. The successful bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality, and availability of services.

Sr. No.	SLA Terms	Description
1.	Service Hours	9 X 7 excluding holiday defined by the Department
2.	Availability Reports	<ul style="list-style-type: none"><li>• ePoS Device uptime report (Weekly) auto-generated from the SLA Tool to submit by the bidders to Department.</li><li>• ePoS Device Downtime report (Weekly) auto-generated from the SLA Tool to submit by the bidders to Department.</li><li>• Incident Report/ Malfunctioning of ePoS device report with proper comment Incident Registration time, Incident Resolve Time (Daily)</li></ul>
3.	Helpdesk Quality Support	<ul style="list-style-type: none"><li>• Customer Satisfaction report to be submitted by the bidder on monthly basis.</li><li>• Regular Training to Helpdesk agent or as and when required</li></ul>
4.	Number of unique transactions at a FPS	<ul style="list-style-type: none"><li>• Unique Transactions mean transactions conducted using a Unique Ration card in one FPS; no matter how many times the Ration card is used in the month.</li><li>• For example, if a FPS covers 1000 Ration Cards; if a total of 950 ration cards were used to draw ration 1,100 times in a month in that FPS, the number of unique transactions for that FPS for that month is 950.</li></ul>

### **5.19 SLA reporting:**

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

### **5.20 Penalties:**

- 1. Penalty in case of Delay in Project Go-Live:** SI will need to strictly adhere to the implementation schedule and obtain final acceptance as per the schedule. In case there is a delay from Bidder in obtaining the final acceptance as per the implementation schedule, A penalty of Rs 25000 per week will be imposed which will be deducted from PBG if the period of penalty exceeds 6 weeks the contract will be terminated without giving any notice.
- 2. Penalty on Commissioning and Go Live Phase:** The successful bidder shall be paid MGR (Monthly Guaranteed revenue) as per the services i.e. number of days the ePoS is functional and percentage of transactions and service quality provided by the successful bidder. Penalties on due MGR as per the Tender document will be imposed as per the following conditions:-
  - a) The successful bidder shall be paid a fixed monthly fee quoted by the successful bidder per Fair Price Shop per month if the ePoS is functional for more than 20 days in a month and at least 90% of total transactions at the FPS are carried out through ePoS after Aadhaar based biometric authentication (Success + Failure) during the month. In case any of the above conditions are NOT met i.e. ePoS is not functional for 20 days in a month or transactions through ePoS after Aadhaar based biometric authentication are less than 90% of total transactions, MGR for that particular FPS for that particular month will not be paid.
  - b) In case more than 5% of ePoS devices deployed in fair price shops remain out of order continuously for more than one month and are not repaired/replaced as per the Tender clause, a 10 % deduction of the monthly payment will be made. (Subject to verification of SLA report submitted by the bidder).

- c) In case the machine malfunctions due to any reason, the vendor will need to repair/replace the machine within 48 hours. (For Tribal/ Hard Areas within 96 hours) are elapsed after the ePoS device became non-functional and no repair/replacing of the machine is done on the Fair Price shop by the vendor. The penalty will be imposed and the vendor will not receive payment for that Fair Price shop for that month.
- d) If printer roll is not available in the ePoS device and cash memo is not printed, no MGR will be paid for that month.

**Note 1:** The penalty amount shall be recovered from the payment for that month being made to the successful bidder.

**Note 2:** The successful bidder timeline of 48 hours will start after the complaint is lodged by the FPS holder and forwarded to the nodal officer of Bidder from the central helpdesk/ mobile app/SMS/ Call.

**Note 3:** If the ePoS device is not functional in circumstances that shall not come under the purview of the successful bidder, in that case, no penalty shall be levied on the successful bidder. The circumstances shall be mutually agreed upon by the both department and the successful bidder.

**Note 4:** In case the submission of bills to the department, along with the necessary documents i.e. PBG's, etc., is delayed by the successful bidder beyond 15 days from the date of issue of bill or service delivery, etc., whichever is earlier, the entire liability towards payment of interest/penalty to the tax authorities would be on the cost of the respective agency so that the department is not burdened unnecessarily with this amount.

**Note 5:** All payments will be made subject to TDS (Tax deduction at Source) as per the Income- Tax Act, 1961 and other taxes if any as per Government of India rules.

**Note 6:** GST will be as per prevailing rates.

The successful bidder shall raise invoices (along with all supporting documents/ reports and online verification by Inspectors on the SLA monitoring tool), as per tender conditions. The department shall make efforts to release payments against all valid invoices within 30 days of

receipt of invoice, subject to the satisfactory acceptance of the deliverables as per the scope of work and SLA reports submitted by the bidders for each task and availability of funds.

**5.21 Payment of Taxes:**

The quoted rates/ offer should be inclusive of all applicable taxes. Department of Food Civil Supplies and Consumer Affairs HP shall deduct appropriate tax as applicable at source from the payment against the services and a corresponding TDS certificate shall be issued at the end of the respective quarter.

**5.22 Bid Validity:**

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

**5.23 Initial Scrutiny:**

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

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

All responsive Bids shall be considered for further evaluation. The decision of the Department of Food Civil Supplies and Consumer Affairs HP. will be final in this regard.



**5.24 Suppression of Facts and Misleading Information:**

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

**5.25 Letter of Acceptance:**

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

**5.26 Payment of Performance Bank Guarantee:**

- a) Successful Bidder shall submit Performance Bank Guarantee of an amount Ten percent of the contract value in the form of unconditional irrevocable Bank Guarantee valid for a period as specified in

purchase/work order. The PBG shall be paid within 7 days from the date of issue Letter of Acceptance (LoA) by the Department of Food Civil Supplies and Consumer Affairs. The PBG furnished by the Successful Bidder in respect of the tender shall be returned to them after successful fulfillment of work.

- b) The PBG shall be forfeited if the Successful Bidder withdraws the Bid during the period of contract.

**5.27 Execution of Contract:**

- a. The Successful Bidder should execute a Contract on INR 100 non-judicial Stamp Paper (bought in the name of the Successful bidder within one week from the date of Letter of Acceptance issued by Department of Food Civil Supplies and Consumer Affairs HP with such changes/modifications as may be indicated by the Department at the time of execution on receipt of confirmation from Department.
- b. The Successful Bidder shall not assign or makeover the contract, the benefit or burden thereof to any other person or persons or body corporate for the execution of the contract or any part thereof without the prior written consent of Department of Food, Civil Supplies and Consumer Affairs HP. The Department reserves its right to cancel the work order either in part or full if these conditions are violated. If the Successful Bidder fails to execute the agreement, the PBG of the Successful Bidder will be forfeited, and their tender will be held as non-responsive.
- c. The expenses incidental to the execution of the agreement shall be borne by the Successful Bidder. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions shall entail termination of the contract without prejudice to the rights of the Department and the Department also have the right to recover any consequential losses from the Successful Bidder.

**5.28 Release of Work Order:**

After signing of the Agreement, a “Work Order” for the execution of Services shall be issued to the Successful Bidder by the Department of Food, Civil Supplies and Consumer Affairs.

**5.29 Release of EMD:**

If the Successful Bidder submits PBG of the stipulated value in full by way of Bank Guarantee, the EMD will be refunded after signing the Contract/ Agreement between Bidder and Department of Food Civil Supplies and Consumer Affairs HP. The EMD amount of the Unsuccessful Bidder will be refunded after the finalization of the Successful Bidder.

**5.30 Release of Performance Bank Guarantee:**

The Performance Bank Guarantee will be refunded to the Successful Bidder on completion of the entire scope of work (including maintenance) subject to satisfaction of the Department. Such completion would be arrived at when the entire project is completed by the successful Bidder as per the Contract Agreement done by the Department of Food Civil Supplies and Consumer Affairs HP.

**5.31 Forfeiture of EMD and Performance Bank Guarantee:**

- a) If the Successful Bidder fails to act according to the Tender conditions or backs out, after the Tender has been accepted, the EMD will be forfeited by the Department of Food Civil Supplies and Consumer Affairs HP. If the Successful Bidder fails to remit the PBG, the EMD remitted by him will be forfeited by Department and the Tender will be held void.
- b) If the Successful Bidder fails to act upon the Tender conditions or backs out from the contract, the PBG mentioned above will also be forfeited by Department.

**5.32 Termination of contract:**

**5.32.1 Termination for Default**

Department of Food Civil Supplies and Consumer Affairs HP may without prejudice to any other remedy for breach of contract, by written notice of default with a notice period of 15 days, sent to the Successful Bidder, terminate the contract in whole or part:-

- a. If the Successful Bidder fails to deliver the services within the stipulated time specified in the Contract, or within any extension thereof granted by Department; or
- b. If the Successful Bidder fails to perform any of the obligation(s) under the Contract; or

- c. If the Successful Bidder, in the judgment of the Department, has engaged in fraudulent and corrupt practices in competing for or in executing the Contract.

#### **5.32.2 Termination for Insolvency**

Department of Food Civil Supplies and Consumer Affairs may at any time terminate the Contract by giving written notice with a notice period of 15 days to the Successful Bidder if the Successful Bidder becomes bankrupt or otherwise insolvent. In this event, the termination will be without compensation to the Successful Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter.

#### **5.33 Assigning of Tender whole or in part:**

The Successful Bidder shall not assign or makeover the contract, the benefit or burden thereof to any other person or persons or body corporate. The Successful Bidder shall not under-let or sublet to any Person (s) or body corporate for the execution of the contract or any part thereof without the written consent of the Department of Food Civil Supplies and Consumer Affairs.

#### **5.34 Rejection Criteria:**

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

##### **5.34.1 General Rejection Criteria**

- a) Bids submitted without or improper Tender fee and EMD
- b) Bids received through Telegraphic / Fax/E-Mail/ Hard copies except, wherever required.
- c) Bids that do not conform to the unconditional validity of the bids as prescribed in the TENDER.
- d) If the information provided by the Bidder is found to be incorrect/misleading at any stage/time during the Tendering Process
- e) Any effort on the part of a Bidder to influence the Purchaser's bid evaluation, bid comparison, or contract award decisions
- f) Bids received by the Purchaser after the last date for receipt of bids prescribed by the Purchaser
- g) Bids without authority to sign any document

#### **5.34.2 Technical Rejection Criteria**

1. Technical Bid containing financial details.
2. Re-elevation of Prices in any form or by any reason before the opening of the Financial Bids
3. Failure to furnish all information mentioned in the Tender or submission of a bid is not substantially responsive to the Tender in every respect.
4. Bidders not quoting for the complete scope of work as indicated in the tender, addendum (if any), and any subsequent information given to the successful Bidder.
5. The Bidder not conforming to the unconditional acceptance of full responsibility of providing services and Scope of work of this Tender.
6. If the bid does not conform to the timelines indicated in the Tender.

#### **5.34.3 Financial Rejection Criteria**

1. Incomplete Financial Bid
2. Financial Bids that do not conform to the Tenders' financial bid format
3. If there is an arithmetic discrepancy in the financial bid calculations, the Purchaser shall rectify the same. If the Bidder does not accept the correction of the errors, it may be rejected.
4. Aggressively lower or higher quoted rates.

#### **5.35 Exit Management Plan:**

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

throughout the transfer process, or until the cessation of the services and of the management structure to be used during the transfer phase;

- Plans for the provision of contingent support to Project and Replacement bidder/vendor for a reasonable period after the transfer.
- Exit Management plan in case of normal termination of the contract period
- Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.
- Exit Management plan in case of termination of the successful bidder

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

- Three (3) months of support to Replacement bidder/vendor post-termination of the Contract
- Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, user manuals, guides, change requests, any reports, documents, and other relevant items, etc. to the Replacement bidder/ vendor.
- Certificate of Acceptance from an authorized representative of Replacement successful bidder issued to the successful bidder on successful completion of handover and knowledge transfer
- In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both SI and Purchaser shall comply with the Exit Management Plan.
- During the exit management period, the SI shall use its best efforts to deliver the services

c. **Transfer of Assets:**

- The Department of FCS&CA during the Project Implementation Phase and Operation and Management Phase is entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor to provide the Department of FCS&CA with a complete and up to date list of the Assets within 30 days of such notice upon service of a notice.
- After completion/ termination of contract/agreement, all ePoS devices, applications developed will be the property of the department and will not be handed over to the successful bidder.

- The successful bidder and any individuals assigned for the performance of the services under this clause must hand over or cause to be handed over all Confidential Information and all other related materials in its possession as and when required by the department.
- That the products and technology delivered to the Client during the contract term or on expiry of the contract duration must not be sold or re-used or copied or transferred by Vendor to other locations apart from the locations mentioned in the Tender without prior written notice and approval of the department. Source Code of ePoS application software including documents etc. used by the successful bidder for the Department of FCS&CA shall be the legal properties of the department. The ownership of the ePoS machine after completion of five years after go-live declaration shall be of FCS&CA.

### **Annexures:-**

### **Annexure-I- Pre-Qualification criteria Check List**

<b>Sr. No.</b>	<b>Contents of Pre-Qualification Bid Checklist</b>	<b>Yes/ No</b>
<b>1.</b>	The Bidder must be a company incorporated in India, registered under the Company's Act 1956/ Proprietorship Firm / Partnership Firm.	
<b>2.</b>	The Bidder should be in the business of supply, installation, and maintenance of ePoS machines/ Handheld machines in India for the last 3 years as on date of submission of bid and must have supplied and installed at least 6000 ePoS devices during this period.	
<b>3.</b>	The Bidder should have an annual average turnover of Rs 30.00 crores in the last 3 financial years (2019-20,2018-19, 2017-2018)	
<b>4.</b>	Income Tax returns for three financial years (2019-20,2018-19, 2017-2018)	
<b>5.</b>	The Bidder shall be OEM of ePoS machine or Authorized Distributor of the OEM (Only one BID will be considered either of OEM or Authorized Distributor)	
<b>6.</b>	The Bidder shall have a valid ISO9001:2015 certification or latest and equivalent Or CMMi level 3 or latest and equivalent	
<b>7.</b>	The Bidder shall be registered for GST and shall have a valid PAN number.	
<b>8.</b>	The Bidder shall not have been blacklisted by Central Government or any State Government Organization / Department PSU in India in the last 5years.	
<b>9.</b>	The ePoS devices being proposed shall be STQC certified for Aadhaar authentication as per the latest STQC scheme (as on the last date of bidding) of certification of UIDAI Biometric Authentication Devices.	



<b>10.</b>	Bidder should have internal multilingual (Hindi & English) Helpdesk support 9 x 7. Including extended service hours.	
<b>11.</b>	The Bidder must have the Registered office premises in the HP State (preferably Shimla) within 45 days of qualifying the Bid	
<b>12.</b>	Aadhaar 2.0 compliance certification	
<b>13.</b>	The Bidder/ OEM Product should be STQC Certified/NABL Certified.	
<b>14.</b>	Details of Pending Legal Cases of the Bidder against the Government.	

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

To

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**Subject: Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh.**

Dear Sir,

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

The Proposal is unconditional and unqualified.

- a. All information provided in the bid and the Appendices is true and correct and all documents accompanying such Proposal are true copies of their respective originals.
- b. I/We shall make available to the Authority any additional information it may deem necessary or require for supplementing or authenticating the Proposal.
- c. I/We acknowledge the right of the Authority to reject our bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- d. I/We to the best of our knowledge certify that in the last five years, we nor any of our Associates have neither failed to perform on any contract, as evidenced by the imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Bidder, nor been expelled from any project or contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

- e. I/We understand that you may cancel the Selection Process at any time and that you are neither bound to accept any bid that you may receive nor to select the agency, without incurring any liability to the Bidders
- f. I/We to the best of our knowledge certify that we or any of our Associates have not been convicted by a Court of Law or indicted or adverse orders passed by a regulatory authority which would cast doubt on our ability to undertake the Consultancy for the Project or which relates to a grave offense that outrages the moral sense of the community.
- g. I/We to the best of our knowledge further certify that concerning matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Govt. or convicted by a Court of Law for any offense committed by us or by any of our Associates.
- h. I/We hereby irrevocably waive any right or remedy which we may have at any stage at law or howsoever otherwise arising to challenge or question any decision taken by the Authority and/ or the Govt. of India in connection with the selection of agency or in connection with the Selection Process itself in respect of the above mentioned Project.
- i. I/We agree and understand that the Proposal is subject to the provisions of the tender document. In no case, shall I/We have any claim or right of whatsoever nature if my or our Proposal is not opened or rejected.
- j. I/We agree to keep this offer valid for 180 days from the Proposal Due Date specified in the TENDER.
- k. I/We agree and undertake to abide by all the terms and conditions of the tender document. In witness thereof, I/We submit Proposal under and in accordance with the terms of the tender document.

Yours faithfully,

(Signature, name and designation of the authorized signatory)

(Name and seal of the firm)

### Annexure-III-Profile of the Bidder

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

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

To,

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Dear Sir,

I/we have carefully gone through the Terms & Conditions contained in the TENDER document [Tender Ref No.....] regarding “Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh. I/we declare that all the provisions of this Tender Document are acceptable to my company/Firm.

I/we further certify that I am/we are authorized signatory of the company and, therefore, competent to make this declaration.

Yours faithfully,

(Signature of the Bidder)

Name & Designation

Business Address:

## **Annexure-V-Financial Bid Letter**

To,

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**Subject: Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh.**

**Reference: Tender Ref No: eGS-FCS&CA-1/2021(T-1)**

Sir/ Madam,

I/ We, the undersigned Bidder, having read and examined in detail all the Tender documents in respect of Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh. I/ We do hereby propose to provide services as specified in the Tender document number **eGS-FCS&CA-1/2021(T-1)**

### **1. Price and Validity**

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

### **2. Unit Rates**

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

### **3. Deviations**

I/we declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the following statement,

irrespective of whatever has been stated to the contrary anywhere else in our bid.

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

**4. Tender Pricing**

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

**5. Qualifying Data**

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

**6. Bid Price**

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

**7. Contract Performance Guarantee**

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

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

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

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

Thanking you,

Yours faithfully,|

(Signature of the Bidder)

Name Designation

Seal Date: Business Address

## **Annexure-VI-Technical Bid Letter**

To,

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

**Subject: Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh.**

**Reference: Tender Ref No: eGS-FCS&CA-1/2021(T-1)**

Sir/ Madam,

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

**1. Earnest Money Deposit(EMD)**

I/we have enclosed an EMD in the form of Demand Draft in favor of Director, Food Civil Supplies and Consumer Affairs, Himachal Pradesh, for the sum of INR 5,00,000/- (Rupees Five Lakh only). This EMD is liable to be forfeited in accordance with the provisions of the tender document - General conditions of the contract.

**2. Contract Performance Guarantee**

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

**3. Bid Validity Period:**

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



before the expiration of that period.

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

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

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Name Designation

Business Address:

## **Annexure-VII-Technical Compliance**

(To be submitted in Bidder's letterhead)

It is to certify that the tender document – Tender Ref No: **eGS-FCS&CA-1/2021(T-1)** dated ..... is carefully read & understood and all the sections and clauses have **COMPLIED UNCONDITIONALLY AND UNEQUIVOCALLY**. There is no deviation from the terms & conditions of the tender.

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

Signature of Authorized Signatory of the  
Bidder  
Company Seal  
Date

### **Annexure-VIII-Financial Bid Format**

(To be submitted online only on)

Note:

- Price will be valid for the entire contract period and during the extended period on mutual consent basis (If extended)
- The comprehensive five-year warranty shall cover the spares, service charges, all taxes, etc.

I/We agree that this offer will be subject to the Terms & Conditions

mentioned in the Tender yours faithfully,

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

<b>Sr. No.</b>	<b>Item Description (A)</b>	<b>Rent per Month per ePoS device (Inclusive of all taxes and levies)</b>	<b>Total ePoS device/ unit</b>	<b>Total Monthly rent</b>	<b>Annual rent</b>	<b>Total amount for 5 years/ Project cost</b>
	<b>1</b>	<b>2</b>	<b>3</b>	<b>4 (2*3)</b>	<b>5 (4*12)</b>	<b>6 (5*5)</b>
<b>1.</b>	Rent for ePoS Device installation, integration with NIC software, Maintenance, up-gradation and integration with NIC software ensuring seamless network connectivity, imparting block wise training to FPS holders including all					

	manuals, deploying one technical manpower for two blocks, One district manager for each district, office at the state level with sufficient staff, deploying of ePoS complaint software along with SLA monitoring tool for calculation of penalty and monthly payments. Running helpline for ePoS related queries, minimum 3 paper rolls per FPS/ per month for printer and other services for ePoS Device Per month per FPS as per RFP for 5 years.					
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**Note 1:** Prices in Financial Bid should be quoted in the provided format. All prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words shall prevail, in the event of any mismatch.

**Note 2:** The FPS automation project roll-out will be throughout State with approx. 5050 FPS.

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

**Note 4:** Quantities mentioned in the above table are indicative and the department reserves the right at the time of issuance of work order to increase or

decrease the quantity to the extent of +/-10% from the original requirement without change in the rental price and other specified terms & conditions of the RFP as mutually agreed.

**Note: 5** Tender/ work will be awarded to the L1 bidder after completion of all codal formalities as per the conditions of the tender document.

**Note: 6** In case, more than one L1 bidder is found after tender, the bidder with a higher configuration will be given preference.

### **Instructions to fill the Financial Bid:**

- b) Bidder should provide all prices as per the prescribed format under this Annexure. The bidder should not leave any field blank.
- c) The rates quoted should be inclusive of all/ applicable taxes and levies.
- d) All the prices are to be entered in Indian Rupees ONLY (% age values are not allowed)
- e) The financial bid should be uploaded online in a specific BOQ to the department.
- f) Rates mentioned should include the cost of technical support, manpower resources, and any 10% buffer ePoS devices required for uptime.
- g) The mentioned approximate quantity of ePoS Devices may vary. All payments would be made only towards the actual number of ePoS devices Rented and made Live.

### **Summary of details of priced sub-items**

Sr. No.	Item Description (A)	Rent per Month per ePoS device (Inclusive of all taxes and levies)	Total ePoS device/ unit	Total Monthly rent	Annual rent	Total amount for 5 years/ Project cost
	1	2	3	4 (2*3)	5 (4*12)	6 (5*5)
1.	Rent for ePoS Device installation, integration with NIC software, Maintenance, up-gradation and integration with NIC software ensuring		5050			

	seamless network connectivity, imparting block-wise training to FPS holders including all manuals, deploying one technical manpower for two blocks, One district manager for each district, office at the state level with sufficient staff, deploying of ePoS complaint software along with SLA monitoring tool for calculation of penalty and monthly payments. Running helpline for ePoS related queries, minimum 3 paper rolls per FPS/ per month for printer and other services for ePoS Device Per month per FPS as per RFP for 5 years.					
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**Note 1: The L1 bidder will be decided based on the lowest rate and tender will be awarded after completion of all codal formalities**

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

## Annexure-IX-Project Experience

Sr. No.	Item	Details
<b>General Information</b>		
1.	Customer Name/Government Department	
2.	Name of the Contact Person and Contact details for the Project	
<b>Brief Description of scope of Project</b>		
<b>Size of the Project</b>		
3.	Contract Value of the Project (in crore)	
<b>Project Details</b>		
4.	Name of the Project	
5.	Start Date / End Date	
6.	Current Status (work in progress, completed)	
7.	Contract Tenure	
8.	Type of Project	

**Annexure-X–Declaration Pro format (Company Letterhead)**

To,

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**Subject: Declaration for not being under ineligibility for corrupt or fraudulent practices or blacklisted/debarred with any of the Government or Public Sector Units**

Reference: Tender Ref No....

Dear Sir/Madam,

I/ we, the undersigned, hereby declare that we are not under a declaration of ineligibility for corrupt or fraudulent practices or blacklisted/debarred with any of the Government or Public Sector Units as on bid submission date.

Thanking you,

Yours faithfully,

(Signature of the Bidder)

Printed Name Designation

Business Address:



## Annexure-XI- Manufacturer Authorization Form (MAF)

To

Date

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Sir,

I/ we hereby authorize M/s \_\_\_\_\_ to undertake to submit a Bid, and subsequently negotiate and sign the contract with the purchaser against Tender Ref No: **eGS-FCS&CA-1/2021(T-1)** for the (type the Description of goods) developed by us. I/ we hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

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

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

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

(Signature)

**Annexure-XII–List of Block Wise Fair Price Shops**  
**List of Fair Price Shops can be accessed through [epds.co.in](http://epds.co.in)**

**Monthly Payment Invoice**

Invoice No.					Date:			
Month Start Date					Month Last Date			
Sr. No	District Name	FPS Code	No. of ePoS available online	Estimated number of unique Transactions (No. of Ration Cards)	Actual number of unique Transactions	Minimum 90% transactions and 20 days machine available on FPS	Deduction due to SLA deviations	Amount (INR)
1								
2								
3								

### **Annexure-XIII–Undertaking for Participating in the Bid process**

**(To be submitted in Bidder's Letter Head)**

**To**

\_\_\_\_\_  
\_\_\_\_\_

**Sub: Undertaking for participating in Bid for Selection of the vendor to supply, install, maintain ePoS devices and developing SLA/ ePoS monitoring tool, etc. to Implement Aadhaar enabled Public Distribution System in HP by Food, Civil Supplies & Consumer Affairs Department Himachal Pradesh.**

**Ref: Tender Ref No: eGS-FCS&CA-1/2021(T-1)**

**Sir,**

**I/We\_ have gone through the tender document and abide by them in all respects.**

**I/We\_ hereby confirm that our firm was not blacklisted by any State Govt. / Central Govt. / Public Sector Undertakings during the last five years. We also hereby confirm that our EMD/PBG was not forfeited by any State Govt. / Central Govt. / Public Sector Undertakings during the last five years.**

**I/We \_\_\_\_\_ hereby declare that all the information furnished by us in this bid are true to the best of my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.**

**I/We \_\_\_\_\_ certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.**

**In case of violation of any of the conditions above, I/We\_\_\_\_\_ understand that I / We are liable to be blacklisted by the department for a period of five years.**

**Yours faithfully for  
Name, Signature Designation  
Seal**