Request For Proposal (RFP)
For Selection of Agency
For
Computerization of FPS Operations
(as part of National Food Security Act 2013 Implementation in NCT of Delhi)

Tender ID: 2015_DSCSC_93756_1
Tender Reference No.: F.2(159)/FS/IT/2015-16/Pt.File-II/
Date of Issue: 27.11.2015

Issued by:
Department of Food and Supplies
Government of National Capital Territory (NCT) of Delhi
## Glossary

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<td>Scope of Work</td>
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<td>15</td>
<td>UAT</td>
<td>User Acceptance Test</td>
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<td>16</td>
<td>POS</td>
<td>Point of sale machines</td>
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Terms and Legends used in this document

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<thead>
<tr>
<th>Symbol / Terms</th>
<th>Meaning</th>
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<tr>
<td>&lt;&lt;   &gt;&gt;</td>
<td>Text to be filled in by the bidder in response to this document</td>
</tr>
<tr>
<td>Department</td>
<td>Department of Food and Supplies, Government of National Capital Territory of Delhi, the “owner” of the project under which this RFP document is being issued</td>
</tr>
<tr>
<td>POS Device</td>
<td>An electronic device used for enabling online FPS or non-FPS transactions. The form factors that may be supplied include: a) Hand-Held / POS Device such as Micro ATMs etc. b) Mobile terminals</td>
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<tr>
<td>Bidder</td>
<td>Any firm or group of firms (called consortium) offering the solution, service(s) and/or materials as required in the RFP</td>
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## 1 Important Information

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<th>S. No.</th>
<th>Particular</th>
<th>Date</th>
<th>Time</th>
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<tr>
<td>1</td>
<td>Date of issuance of RFP document</td>
<td>27 November 2015</td>
<td></td>
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<td>2</td>
<td>Last date for Submission of Pre-Bid Queries</td>
<td>03 December 2015</td>
<td>3.00 pm</td>
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<td>3</td>
<td>Pre-Bid Conference</td>
<td>07 December 2015</td>
<td>2.30 pm</td>
</tr>
<tr>
<td>4</td>
<td>Start date for Proposal Submission</td>
<td>08 December 2015</td>
<td></td>
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<tr>
<td>5</td>
<td>Last date for Proposal Submission</td>
<td>18 December 2015</td>
<td>2.00 pm</td>
</tr>
<tr>
<td>6</td>
<td>Date and time for opening of Technical bids</td>
<td>18 December 2015</td>
<td>3.00 pm</td>
</tr>
<tr>
<td>7</td>
<td>Date and time for opening of Commercial bids</td>
<td>Department will intimate later</td>
<td></td>
</tr>
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# Request for Proposal – Computerization of FPS Operations

## 2.1 Fact Sheet

<table>
<thead>
<tr>
<th>Clause Reference</th>
<th>Topic</th>
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<tbody>
<tr>
<td>Section 2.6.3</td>
<td>The method of selection is: L1 based selection</td>
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<tr>
<td>Section 2.5.4.3</td>
<td>e-Tendering process will be followed by the Department. RFP can be downloaded from the website: <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a> This document can be downloaded free of cost.</td>
</tr>
<tr>
<td>Section 2.5.4.4</td>
<td>Earnest Money Deposit of amount INR 60 (Sixty) Lakhs by Account Payee Demand Draft or Banker’s Cheque or Fixed Deposit Receipt (FDR) in favour of “Commissioner, Food &amp; Supplies, GNCTD” payable at “Delhi” from any of the nationalized Banks OR Bank Guarantee as mentioned in Appendix I (Form 3) EMD should remain valid for 225 days after the last date of bid submission (i.e. 45 days after the Bid Validity period. Bid validity is 180 days after the last date of Proposal Submission) The bidders are required to submit the EMD at the following address: Commissioner, Department of Food &amp; Supplies, K-Block, Vikas Bhavan, Room No: 302 I.P. Estate, New Delhi-110002 Tel. No. : 011 – 23378759, 011 – 23378684</td>
</tr>
<tr>
<td>Section 2.5.3.1</td>
<td>A pre-Bid meeting/conference will be held in the office of the Commissioner, Department of Food &amp; Supplies, on the date and time as mentioned in section 1 The name, address, and telephone numbers of the Nodal Officer is: Special Commissioner cum Special Secretary (Computerization), Department of Food &amp; Supplies, Government of National Capital Territory of Delhi, K-Block, Vikas Bhavan, I.P. Estate, New Delhi-110002 Tel. No. : 011 – 23379311 <a href="mailto:safs.delhi@nic.in">safs.delhi@nic.in</a> All the queries should be received on or before the last date of Submission of Queries as mentioned in section 1, through email as mentioned above.</td>
</tr>
<tr>
<td>Section 2.5.5.2</td>
<td>Proposals should be submitted in English language</td>
</tr>
<tr>
<td>Section 2.6.3</td>
<td>Taxes: As applicable</td>
</tr>
<tr>
<td>Clause Reference</td>
<td>Topic</td>
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</tr>
<tr>
<td>Section 2.5.7.2</td>
<td>Bid validity Proposals must remain valid for 180 days after the last date of Proposal Submission as mentioned in section 1.</td>
</tr>
<tr>
<td>Section 2.5.4.5</td>
<td>Bidders must upload to the website: The original documents need to be scanned of good quality resolution in PDF format and grouped together to generate the Technical and Financial Proposal document files and uploaded under relevant sections on the department’s website as mentioned below.</td>
</tr>
<tr>
<td>Section 2.5.5.3</td>
<td>Proposal should be uploaded at the following website: <a href="https://govtprocurement.delhi.gov.in">https://govtprocurement.delhi.gov.in</a>.</td>
</tr>
<tr>
<td>Section 2.5.5.4</td>
<td>Proposals must be submitted no later than the last date of Proposal Submission as mentioned in section 1.</td>
</tr>
<tr>
<td>Section 2.8</td>
<td>POS Device Deployment Locations In 2300 FPSs across NCT of Delhi and 9 Assistant Commissioners offices of the department. The number of FPS may change by 15%.</td>
</tr>
<tr>
<td>Section 2.8</td>
<td>Project Roll out Period The bidder shall supply and deploy POS devices with required custom application and data connectivity to enable computerization of FPS Operations at specified locations within six months of Project Kick off date. Project Kick off date shall be defined by the Department</td>
</tr>
<tr>
<td>Section 2.8</td>
<td>Working Hours of FPS The typical working hours are between 9.00 am to 7.00 pm or otherwise decided by the department time to time Working Hours of service center / help desk facility The working hours will be one hour before and after the working hours of FPS</td>
</tr>
<tr>
<td>Section 2.8</td>
<td>Training to Users 2 users per installed POS device and 160 persons identified by the department</td>
</tr>
<tr>
<td>Section 2.10</td>
<td>Third Party Agency STQC or other designated agency as decided by the department may conduct audit of the implemented application.</td>
</tr>
<tr>
<td>Section 2.10</td>
<td>Go-Live of the project Commencement of transactions on 95% of functioning FPS across GNCTD. The Department shall issue the list of functioning FPS every quarter.</td>
</tr>
<tr>
<td>Sections Appendix II</td>
<td>Quotation &amp; Payments Schedule</td>
</tr>
<tr>
<td>Clause Reference</td>
<td>Topic</td>
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<td>------------------</td>
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<tr>
<td>2.11 &amp; 2.8</td>
<td>Quotation based on per POS device basis. Payments shall be made on per POS device installed in functioning FPS. Due provision has been made in the RFP for situation(s) regarding POS devices installed in FPS that may become non-functioning during the contract period.</td>
</tr>
<tr>
<td>Section 2.4.1</td>
<td>Contract Period</td>
</tr>
<tr>
<td></td>
<td>The contract will be issued for the “Project Roll out Period” plus 5 (five) years after “Go-Live of the project”. The “Project Roll out Period” and the “Go-Live of the project” is as defined above.</td>
</tr>
<tr>
<td>Section 2.7.5</td>
<td>Performance Security and its Validity</td>
</tr>
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<td></td>
<td>Performance Security shall be furnished in the form of Account Payee Demand Draft or Fixed Deposit Receipt (FDR) or Bank Guarantee in favour of “Commissioner, Food &amp; Supplies, GNCTD” payable at “Delhi” from any of the nationalized Banks.</td>
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<td></td>
<td>The Performance Security shall be valid for a period of sixty days beyond the Contract Period.</td>
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Appendix IV: Draft Contract Agreement can be downloaded from the website: https://govtprocurement.delhi.gov.in

Appendix V: POS Device specifications can be downloaded from the website: https://govtprocurement.delhi.gov.in

2.2 Request for Proposal - Invitation to bid

Tenders are invited from eligible, reputed, qualified bidders with sound technical and financial capabilities for Computerization of FPS Operations as detailed out in the Scope of Work under Section 2.8 of this Request for Proposal (RFP) Document. This invitation to bid is open to all Bidders meeting the minimum eligibility criteria as mentioned in Section 2.6.1 of this RFP Document.

2.3 Structure of the RFP

This RFP document is for the project of Computerization of FPS Operations, comprise of the following.

i. Instructions on the Bid process for the purpose of responding to this RFP. This broadly covers:
   a. General instructions for bidding process
   b. Bid evaluation process including the parameters for Technical evaluation and commercial evaluation to facilitate Department in determining bidder’s suitability as the implementation partner
c. Payment schedule

d. Commercial bid and other formats

ii. Functional and Technical Requirements of the project. The contents of the document broadly cover the following areas:

a. About the project and its objectives
b. Scope of work for the Implementation Partner
c. Functional and Technical requirements
d. Project Schedule
e. Service levels for the implementation partner

The bidder is expected to respond to the requirements as completely and in as much relevant detail as possible, and focus on demonstrating bidder’s suitability to become the implementation partner of the Department.

iii. Master Service Agreement (MSA), Service Level Agreement (SLA) and Non-Disclosure Agreement provided at Appendix IV.

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

2.4 Background Information

2.4.1 Basic Information

a) Department invites responses (“Tenders”) to this Request for Proposals (“RFP”) from Agencies (“Bidders”) for the provision of Services as described in Section 2.8 of this RFP, “Scope of Work”.

b) Any contract that may result from this Government procurement competition will be issued for a term as mentioned in the Fact Sheet.

c) The Department reserves the right to extend the Term for a period or periods of up to 1 (one) year with a maximum of 2 such extensions. Extensions shall be on the same terms and conditions, subject to the Department’s obligations at law.

2.4.2 Project Background

Public Distribution System in the country is one of the important social safety-net programs to ensure food security for all in a scenario of self-sufficiency. Under Public Distribution System, Central Govt. procures and supplies specified essential commodities to Govt. of NCT of Delhi at fixed Central
Issue Prices. PDS in Delhi is confined to two cereals, wheat and rice, and one other essential commodity viz. sugar. In Delhi, PDS comprises of a network of 2300 Fair Price Shops catering to an active base of approximately 20 lakh ration card holders across all strata of the population.

Department of Food and Supplies is one of the important Departments of the Government of National Capital Territory (NCT) of Delhi. The main objectives of the Department are to effectively implement the Public Distribution System (PDS) and be responsive to the needs of the citizens and programs of the government of NCT of Delhi. The PDS will now follow the newly launched National Food Security program. Under the Department there are 9 Assistant Commissioner Offices and 70 Circle offices. The National Food Security Act 2013 implementation shall cover approximately 72.5 lakh people in Delhi.

To achieve end to end Computerization of Public Distribution System in Delhi, “ePDS” portal was launched in July 2011. This introduced a large degree of transparency in the Public Distribution System as it brought about availability of online information regarding availability of stock at Fair Price Shops, allocations and entitlements even though this drive did not cover the computerization of the Fair Price Shops. Thus the Department of Food & Supplies has been using Information Technology (IT) solutions, though not end to end; to better manage its internal and external stakeholders (citizens) by implementing various IT initiatives. The following challenge still need to be addressed:

a) Non Availability of ‘near real-time’ information about the operations at the Fair Price Shops to both internal stakeholders and citizens

A need has been felt by the department to put in place a comprehensive IT solution to meet the above challenges. The purpose of this RFP is to invite bids from eligible bidders for Computerization of FPS Operations in NCT of Delhi.

2.4.3 Key Information

Objectives

The main objectives of this project are as follows:

a) To ensure that the benefits are delivered only to intended beneficiaries by deploying compatible front end systems in the form of POS machine at all service points so as to enable identity authentication using biometric data of the beneficiaries.

b) To record FPS transactions in real-time and make them readily available for monitoring, planning and analysis so as to enable quick decision making.

Dependencies

a) Enhancement of ePDS application by NIC.

Stakeholder Details
Following important stakeholders have been identified:
   a) IT department, Government of NCT of Delhi
   b) UIDAI
   c) NIC
   d) Beneficiaries
   e) Circle Offices of the Department
   f) FPS owners
   g) Partner telecom vendor/s

2.4.4 About the Department

Information about the Department can be obtained at the following web site:
http://fs.delhigovt.nic.in

2.5 Instructions to the Bidders

2.5.1 General

a) While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP.

b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.

c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

d) This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

e) Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

f) This RFP does not constitute an offer by the Department. The bidder’s participation in this process may result in the Department selecting the bidder to engage towards execution of the contract.
2.5.2 Compliant Proposals / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
   i. Include all documentation specified in this RFP;
   ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP
   iii. Comply with all requirements as set out within this RFP.

2.5.3 Pre-Bid Meeting & Clarifications

2.5.3.1 Pre-bid Conference

a. Department may hold a pre-bid meeting with the prospective bidders. Refer Fact Sheet for details.

The Bidders will have to ensure that their queries for Pre-Bid meeting should reach the designated officer on or before the Date mentioned in the Fact Sheet.

b. The queries should necessarily be submitted in the following editable format:

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Bidder Contact Details</th>
<th>RFP Document Reference(s) (Section &amp; Page Number(s))</th>
<th>Content of RFP requiring Clarification(s)</th>
<th>Points of clarification</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>&lt;&lt;Contact person, Name &amp; address of Bidder, contact number, email id&gt;&gt;</td>
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c. Department shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Department.

2.5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

a. The Department will endeavor to provide timely response to all queries. However, Department makes no representation or warranty as to the completeness or accuracy of any
response made in good faith, nor does Department undertake to answer all the queries that have been posed by the bidders.

b. At any time prior to the last date for receipt of bids, Department may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.

c. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website: https://govtprocurement.delhi.gov.in / Department’s website.

d. Any such corrigendum shall be deemed to be incorporated into this RFP.

e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Department may, at its discretion, extend the last date for the receipt of Proposals.

2.5.4 Key Requirements of the Bid

2.5.4.1 Consortiums

a. More than one firm can form a consortium to participate in the tender. But one firm cannot be member of more than one consortium participating in the tender.

b. The consortium of firms should be duly constituted as per the instrument/agreement evidencing the formation of consortium, nominating the lead bidder who shall be responsible for receiving notices and communications on behalf of the consortium, but shall not include the subsidiary, step down subsidiary, associate, Joint Venture of any of the firms.

c. Consortium should abide by the following:

   i. The lead bidder is liable for the entire scope of work and risks involved thereof
   ii. Liability of non-lead bidder(s) is for the scope of work for which they are responsible along with the lead bidder (the lead bidder still carries the liability for the entire scope of work)
   iii. Any change in the consortium member at a later date will not be allowed
   iv. Provide clarity on the roles and responsibility of each member of the consortium
   v. All the members are part of the contractual arrangement between themselves before submitting the bid

2.5.4.2 Sub-contracting

Sub-contracting / outsourcing shall not be allowed.

2.5.4.3 RFP Document

e-Tendering process will be followed by the Department. The bidder can download the RFP document from the website provided in the Fact sheet.

2.5.4.4 Earnest Money Deposit (EMD)
a. Bidders shall submit, along with their Bids, EMD of said amount as mentioned in the Fact sheet.
b. EMD of all unsuccessful bidders would be refunded by Department within 30 days after the award of the contract to the successful bidder.
c. The EMD of successful bidder would be returned upon submission of Performance Security (PBG format for reference is provided in Appendix III : Form 7).
d. The EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
e. The bid / proposal submitted without EMD, will be summarily rejected.
f. The EMD may be forfeited:
   a) If a bidder withdraws its bid during the period of bid validity.
   b) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

2.5.4.5 Submission of Proposals

a. The bidders should submit their responses as per the format given in this RFP in the manner mentioned in the Fact sheet.
b. The Technical and Commercial Proposal should be uploaded at the website mentioned in the fact sheet.
c. The documents to be submitted as part of the Technical proposal are stated in Appendix I: Form 1. The original documents need to be scanned, resolution being at least 200-dpi, in PDF format and grouped together into one file for uploading as ‘Technical Proposal’. Bidders to ensure that the scan copies are of good quality and that the prints generated from these scans are clear / legible.
d. The documents to be submitted as part of the financial proposal are stated in Appendix II: Form 6. The original documents need to be scanned of good quality resolution in PDF format and grouped together into one file for uploading as ‘Financial Proposal’. Bidders to ensure that the scan copies are of good quality and that the prints generated from these scans are clear / legible.
e. Please note that prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.
f. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
g. The proposal/bid shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.
h. All pages of the bid shall be initialed and stamped by the person or persons who sign the bid.

2.5.4.6 Authentication of Bids
A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal. The selected bidder shall indicate the authorized signatories who can discuss and correspond with the Department. The bidder shall provide proof of signature identification for the above purposes as required by the Department.

2.5.4.7 Confidentiality

The bidder must undertake that they shall hold in trust any information received by them, under the Contract/Agreement, and the strictest of confidence shall be maintained in respect of such information. The bidder has also to agree:

a) To maintain and use the information only for the purposes as per the contract/Agreement and only as permitted by the Department.

b) To make copies as specifically authorized by the prior written consent of the Department and with the same confidential or proprietary notices as may be printed or displayed on the original;

c) To restrict access and disclosure of Information to their employees, agents, strictly on a "need to know" basis, to maintain confidentiality of the Information disclosed to them in accordance with this Clause and

d) To treat all information as Confidential Information

The selected bidder shall also sign a Non-disclosure Agreement with the Department.

2.5.5 Preparation and Submission of Proposal

2.5.5.1 Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

2.5.5.2 Language

The Proposal should be filled by the Bidder in the language mentioned in the Fact sheet. If any supporting documents submitted are in any language other than the said language, translation of the same in the said language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the said translation shall govern.
2.5.5.3 Venue & Deadline for Submission of Proposals

Proposals, in its complete form in all respects as specified in the RFP, must be uploaded at the Department’s website as mentioned in the Fact sheet.

2.5.5.4 Late Bids

a. Department shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained.
b. The bids submitted by telex/fax/post/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
c. Department reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

2.5.6 Deviations

The bidder may not provide any deviation / non-compliance to the contents of the RFP document. Any deviation / non-compliance may lead to rejection.

2.5.7 Evaluation Process

a. Department will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders
b. The Proposal Evaluation Committee constituted by the Department shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
c. The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/discussion with the Committee.
d. The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
e. The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
f. Each of the responses shall be evaluated as per the criterions and requirements specified in this RFP.

2.5.7.1 Tender Opening

The submitted Proposals will be opened by an officer authorized by Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

2.5.7.2 Bid Validity

The offer submitted by the Bidders should be valid for the period mentioned in the Fact sheet. Department holds the rights to reject a Bid that is valid for a period shorter than the specified period as non-responsive, without any correspondence.

Department may solicit the Bidder’s consent to an extension of the validity period. The request and the response thereto shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The Bid Security provided shall also be suitably extended by the bidder. A bidder acceding to the request will neither be required nor be permitted to modify its Bid. A bidder may refuse the request (to extend the validity period) without forfeiting its bid security. In any case, the Bid Security of the bidders shall be returned after completion of the process.

2.5.7.3 Tender Evaluation

a. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   • Are not submitted in as specified in the RFP document
   • Received without the Letter of Authorization (Power of Attorney)
   • Are found with suppression of details
   • With incomplete information, subjective, conditional offers and partial offers submitted
   • Submitted without the documents requested in the checklist
   • Have non-compliance of any of the clauses stipulated in the RFP
   • With lesser validity period

b. All responsive Bids will be considered for further processing as below.

Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

2.6 Criteria for Evaluation

2.6.1 Technical Qualification Criteria

Bidders who meet the below given eligibility requirements and score minimum technical marks would be considered as qualified to move to the next stage of Financial evaluations.
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Eligibility Requirement</th>
<th>Specific Requirements</th>
<th>Documents Required</th>
<th>If Consortium - Clause to be satisfied by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Annual Sales Turnover</td>
<td>Bidder’s average Annual Sales Turnover (global / India based) generated from services related to IT / ITES projects during the last three financial years (as per the last published/audited Balance sheets), should be at least INR 9 (nine) crores. Turnover shall mean and include the value of sale of Goods &amp; Services by a firm or consortium of firms taken together involved in any of the activities for providing services related to IT / ITES projects.</td>
<td>Extracts from the published/audited Balance sheet and Profit &amp; Loss; OR Certificate from the statutory auditor</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>2.</td>
<td>Net Worth Positive</td>
<td>Positive during each of the last three financial years (as per the last published/audited Balance sheets)</td>
<td>Certificate from the statutory auditor</td>
<td>Lead Bidder</td>
</tr>
<tr>
<td>3.</td>
<td>Technical Capability</td>
<td>Bidder must have successfully completed at least the following numbers of project(s) during the last 7 years of value specified herein: - one project of similar nature of amount not less than 22 crores; OR - two projects of similar nature of amount not less than 14 crores (in each project); OR - three projects of similar nature of amount not less than 11 crores (in each project) Definitions: - Project of Similar Nature means a project to supply and deploy POS device based solution - Project can be in government or non-government sector</td>
<td>Completion Certificates from the client; OR Purchase / Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Purchase / Work Order + Phase Completion Certificate from the client</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>4.</td>
<td>Consortiums Firms</td>
<td>Firms participating as a consortium should have entered into a legal agreement to form the consortium (before bidding) that is valid for more than project contract duration as per this RFP Each consortium member’s role and responsibilities should be clearly defined. A consortium member should be involved in any of the activities for supply and deployment of POS device based solution</td>
<td>Duly registered or Notarised Agreement / Instrument between the firms to form a consortium</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Legal Entity</td>
<td>Should be Company registered under Companies Act, 1956 or a partnership firm or proprietorship or any other body corporate.</td>
<td>Certificate of incorporation or</td>
<td>Each of the Consortium members</td>
</tr>
<tr>
<td>S. No.</td>
<td>Eligibility Requirement</td>
<td>Specific Requirements</td>
<td>Documents Required</td>
<td>If Consortium - Clause to be satisfied by</td>
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<tr>
<td></td>
<td></td>
<td>It should also be registered with the Indian Service Tax Authorities and local Sales tax/VAT Authorities (as applicable)</td>
<td>partnership deed or memorandum &amp; bye laws</td>
<td>Each of the Consortium members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Should have been operating for the last three years providing services involved in any of the activities for supply and deployment of POS device based solution</td>
<td>copy of Service Tax and sales Tax/VAT registration</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>acknowledged Income Tax returns for last three years</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>certificate from the statutory auditor stating the nature of business for last three years</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Blacklisting</td>
<td>The bidder should not be blacklisted or banned by any Government / Government Department / Government Agency / PSU / Banks for corrupt or fraudulent practices or non-delivery or non-performance in last 3 years</td>
<td>Affidavit or Self-Certified letter</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>7.</td>
<td>STQC certification</td>
<td>The biometric scanners (finger print and IRIS) should be STQC certified.</td>
<td>Valid STQC certificate of fingerprint scanner and IRIS scanner</td>
<td></td>
</tr>
</tbody>
</table>

**2.6.2 Technical Scoring Model**

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Criteria</th>
<th>Basis for valuation</th>
<th>Max Marks</th>
<th>Documents Required</th>
<th>If Consortium - Clause to be satisfied by</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Work experience with any Indian Government departments / Indian PSUs / Banks in the last 3 years to supply and deploy POS devices with required custom application. Each project should be for supply of at least 400 POS devices.</td>
<td>More than 2 projects: 15 1 - 2 projects: 10 No projects: 0</td>
<td>15</td>
<td>Filled Project Citation (Form 5) and Purchase / Work Order(s)</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>2.</td>
<td>Total Work experience capacity of supplying and deploying POS devices in the last 3 years</td>
<td>&gt; 2500 POS devices: 15 1501 - 2500 POS devices: 10 &lt;= 1500 POS devices: 5</td>
<td>15</td>
<td>Filled Project Citation (Form 5) and Purchase / Work Order(s)</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>3.</td>
<td>Quality Certifications</td>
<td>ISO 9001:2008 or Other Internationally acceptable industry standard certification: 10 No certificate: 0</td>
<td>10</td>
<td>Copy of Certificates</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>4.</td>
<td>Training on use of POS devices</td>
<td>&gt; 5000 users: 10 4001 – 5000 users: 8</td>
<td>10</td>
<td>Self-Certificate</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td>S. No</td>
<td>Criteria</td>
<td>Basis for valuation</td>
<td>Max Marks</td>
<td>Documents Required</td>
<td>If Consortium Clause to be satisfied by</td>
</tr>
<tr>
<td>-------</td>
<td>---------------------------------------------------------------------------</td>
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<td>----------------------------------------</td>
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<tr>
<td></td>
<td></td>
<td>3001 – 4000 users: 6</td>
<td></td>
<td></td>
<td>members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>3000 – 2000 users: 4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>&lt; 2000 users: 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Battery backup (while all functions of device active)</td>
<td>Better than minimum specification: 2</td>
<td></td>
<td>Certified product specification from OEM</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equal to minimum specification: 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Screen Resolution</td>
<td>Better than minimum specification: 2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Equal to minimum specification: 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Screen size</td>
<td>Better than minimum specification: 1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Prior experience in setup of Helpdesk or service center</td>
<td>Experienced: 10</td>
<td></td>
<td>Self-Certificate</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Not Experienced: 0</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Presentation by Bidder covering:</td>
<td>Clear understanding of Requirements : 20</td>
<td></td>
<td>Presentation &amp; Demo</td>
<td>Any of the Consortium members</td>
</tr>
<tr>
<td></td>
<td>• Understanding of Requirements</td>
<td>Well thought out solution: 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Proposed Solution details including restriction on use of connectivity</td>
<td>Aadhaar authentication of all samples meeting RFP</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>for authorized transactions only</td>
<td>requirements: 5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Demo of Aadhaar based authentication using POS device (minimum 5 samples)</td>
<td></td>
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</tbody>
</table>

Bidders, whose bids are responsive, who score at least 60% in the defined technical scoring mechanism would be considered technically qualified. Price Bids of such technically qualified bidders alone shall further be opened.

2.6.3 Commercial Bid Evaluation

a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

b. The Bidder, who has submitted the lowest Commercial bid, shall be selected as the L1 and shall be called for further process leading to the award of the assignment.
c. In case two or more bids are of the same value then the bidder with highest technical score shall be selected as L1 and so on for L2 etc. based on their technical scores.

d. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.

e. The bid price shall be in Indian Rupees.

f. Any conditional bid would be rejected.

   Errors & Rectification: Arithmetical errors will be rectified on the following basis: “If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail”

2.7 Appointment of Agency

2.7.1 Award Criteria

Department will award the Contract to the successful bidder(s) whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

2.7.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Department action.

2.7.3 Notification of Award

Prior to the expiration of the validity period, Department will notify the successful bidder in writing or by fax or email, that its proposal has been accepted. In case the tendering process / public procurement process has not been completed within the stipulated period, Department, may like to request the bidders to extend the validity period of the bid.

The notification of award will constitute the formation of the contract. Upon the successful bidder’s furnishing of Performance Security, Department will notify each unsuccessful bidder and return their EMD.

2.7.4 Contract Finalization and Award
The Department shall reserve the right to negotiate with the successful bidder as per the guidance provided by CVC.

On this basis the draft MSA would be finalized for award & signing.

2.7.5 Performance Security

The Department will require the selected bidder to provide a Performance Security, within 15 days from the Notification of award, for a value equivalent to 10% of the total cost of ownership. The Performance Guarantee should be valid as mentioned in the Fact sheet. The selected bidder shall be responsible for extending the validity date and claim period of the Performance Guarantee as and when it is due on account of non-completion of the project. In case the selected bidder fails to submit performance guarantee within the time stipulated, the Department at its discretion may cancel the order placed on the selected bidder without giving any notice. Department shall invoke the performance guarantee in case the selected Vendor fails to discharge their contractual obligations during the contract period or Department incurs any loss due to Vendor’s negligence in carrying out the project implementation as per the agreed terms & conditions.

2.7.6 Signing of Contract

After the Department notifies the successful bidder that its proposal has been accepted, Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between Department and the successful bidder. The draft MSA is provided at Appendix IV.

2.7.7 Failure to Agree with the Terms and Conditions of the RFP

Failure of the successful bidder to agree with the draft MSA and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Department shall invoke the Performance Security of the successful bidder.

2.8 Scope of Work

Broad Scope of Work

The successful bidder is fully responsible for the following:

a) The bidder shall supply and deploy POS devices with required data connectivity and POS client software to enable computerization of FPS Operations at specified locations within the Roll-out period (as specified in the Fact sheet). The implementation plan (phased or otherwise) shall be discussed and mutually agreed between the department and the Bidder
before roll out. The bidder will be responsible to install the device and the POS software client application so as to enable transactions on the POS device.

b) POS devices shall meet specifications as mentioned in the RFP. The bidder is responsible to maintain the POS devices during the contract period.

c) The bidder shall give training to all POS operators and Department officers as mentioned in the fact sheet, in the use of the POS device as well as in troubleshooting of simple/basic errors.

d) Bidder shall provision robust and redundant connectivity between POS devices and ePDS server of the Department.

e) Bidder shall setup a full-fledged service center / help desk facility at New Delhi to proactively monitor and support the POS based FPS operations. The arrangement of the helpline number and suitable quantity of telephone lines, space, electricity etc. for service center / help desk facility shall be the responsibility of vendor. The working hours of the center are specified in the Fact sheet. Bidder shall develop / implement an appropriate Enterprise Management System (EMS) to monitor and measure the performance indicators mentioned in this RFP document and also provide online access to the EMS to officials of the Department.

### Detailed Scope of Work

These are minimum indicative specifications and the bidder is required to fully comprehend and develop the solution best suited to meet the requirements of the RFP.

Typically the food grain distribution (at the FPS) is completed within 5-7 days of receipt of stock at the FPS which normally arrives in the first 15 days of a month. The FPS working hours is specified in the Fact sheet though variations exist. The PDS servers and the Data center is being managed by NIC. The detailed scope of work is as given below and is applicable for the Contract Period.

1) POS device shall be rugged enough to function consistently in the dusty environment of a FPS. The device shall be modular and scalar so as to cater to future requirements. The minimum POS device specifications is available at Annexure V & VI. In addition, the following shall also be provided:
   a) One Whip antennae (removable) with each POS device.
   b) One STQC certified IRIS scanner with each POS device (that can be used for authentication purpose in addition to the biometric scanner).
   The supplied POS device should support these devices without any additional cost implications to the Department during the contract period.

2) All POS devices, required accessories / equipment shall be procured, installed, commissioned and maintained by the bidder. Maintenance of POS devices shall include provisioning of supplies at FPS, on-site diagnosis, preventive steps and corrective resolution of faults in response to reported problems.
3) The service center / help desk facility shall enable proactive and reactive management of services that is to be provided as per the requirements of the RFP, including logging and resolving issues related to POS devices during the contract period. The bidder shall deploy sufficient resources for the same during the working hours of the center. The help desk facility shall be the interface to the users to lodge complaints.

4) The successful bidder shall deploy / implement an Enterprise Management System (EMS) to monitor and measure the performance indicators listed in Section 2.9. EMS shall be able to provide online access to the Department/PMU about downtime and historical information of the same. EMS shall have a suitable complaint management module to log and track complaints received from users of the system. The same shall also be available to the Department/PMU team for logging new complaints which trigger suitable alerts to the Helpdesk personnel for necessary corrective actions.

5) The service center / help desk facility shall log all complaints reported by the complainant with date and time stamp and its classification based on the nature of the complaint. These issues will be logged in the complaint management module of the EMS.

6) Bidder shall provision suitable always available data connectivity plan from a Telecom Service Provider (TSP). Arranging connectivity from the TSP, planning and establishing the network / connectivity, configuration and maintaining the uptime shall be the responsibility of the bidder. A tripartite agreement shall be signed between TSP, Successful bidder & Department as per government regulations.

7) The POS machine shall be capable for two-way data communication with the ePDS servers and be capable of retrieving / transmitting relevant data relating to FPS transactions. The bidder shall provide minimum 3G connectivity per FPS.

8) The connectivity shall allow only data traffic and no voice communication should be allowed.

9) The ePDS server & related software application(s), PDS data, web services etc. and related activities including its hosting shall be the responsibility of NIC.

10) The POS software (client) application to process beneficiary transactions at FPS shall be provided by the bidder. Refer to the Note sections in Appendix V regarding the client application. This client application shall provide all necessary functionalities to interact with the Department’s ePDS server. The bidder is responsible to ensure that their POS device supports this client software and train the FPS operatives to carry out FPS transactions on the device. The successful bidder shall get the client application certified by NIC before go-live. The following need to be provisioned by the bidder:

   a) The client application shall be developed / implemented to automate FPS transactions as per the Functional Requirements Specification (refer Appendix -VII). The Functional Requirements Specification document is also available at the link http://pdsportal.nic.in/Files/FRS%20for%20FPS%20automation(Draft).doc
   b) The client application shall be user friendly, easy to operate, bi-lingual and configurable to display text in either English or Hindi by an operator with minimum qualification.
   c) POS devices shall be preloaded with the developed client application. Client application upgrades (if any) and its implementation at FPS shall be provisioned at no extra cost to the Department during the contract period.
11) Remote upgrades of POS device OS, patches/utility software/drivers/libraries etc. to run the client application shall be provisioned by the bidder at no extra cost to the Department during the contract period.

12) The bidder shall provide a self-diagnostic tool installed on the POS device or a suitable remote management tool to check the working status of various components of the device.

13) Bidder shall plan and impart at least one full day training on the POS client application software as well as in troubleshooting of simple/basic errors. The training should predominantly consist of ‘Hands On’ sessions.

14) The Bidder shall provide a detailed operations and maintenance manual of the POS device. The bidder shall deploy sufficient technical resources to maintain the POS devices to meet the SLAs. The bidder shall prepare requisite project documents, installation, training and administration manuals, version control etc. by following accepted quality standards.

15) The bidder shall prepare a Project Implementation Plan, phased or otherwise, in coordination with the department and get due sign offs before implementation.

16) The Department shall constitute a Project Management Unit (PMU) to monitor the project implementation and SLAs of the bidder. The bidder shall coordinate and provide full support to the PMU during the project duration.

17) The changes in the number of FPS is as mentioned in the Fact sheet. The bidder shall be capable to scale up to meet the increase in the number of FPS during the contract period.

18) The bidder shall provision 260 meters of thermal paper per FPS per month.

19) The EMS tool shall generate suitable MIS reports (as desired by the Department during the contract period) to meet the requirements of the Department/PMU in monitoring the POS operations / performance indicators. An indicative list of reports needed to be supported include:
   a) Reports to provide evidence of adherence to SLAs.
   b) Root cause analysis of most frequent (e.g. top 10) queries / complaints.
   c) Circle wise complaints details.
   d) Complaints details: Classification based on the nature of the complaints.
   e) Analysis of complaints/grievances with longest turnaround time.
   f) Total number of calls landed at the service center / help desk facility, answered calls, unanswered calls: for a given user defined period.

2.9 Service Level Agreement

Service Level Agreement (SLA) defines the terms of the Successful bidder’s responsibility in ensuring the timely delivery of the deliverables and provisioning of all required services while monitoring the performance of the same to effectively comply with the performance levels for the duration of the contract based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by the Department in the Service
Level Agreement with Successful bidder. The services provided by the successful bidder shall be reviewed by the Department to ensure the effectiveness of the SLA.

The following measurements and targets shall be used to track and report performance on a regular basis. The targets shown in the following table are applicable for the Contract Period. Please note that the Bidder should provide comprehensive, end-to-end service to maintain the hardware and software components, including replacement of component / equipment in case of physical damage due to normal wear and tear. No reason shall be entertained (unless those mentioned in Force Majeure) in case of non-availability of required services and appropriate penalty shall be levied.

**SLA Monitoring System**

The performance indicators shall be tracked using the EMS.

Department / PMU shall issue a quarterly SLA Satisfaction Certificate on the number of (approved) POS transactions, adherence/non-adherence to SLA parameters and penalty deductions if any.

<table>
<thead>
<tr>
<th>SL. No.</th>
<th>Service Parameter</th>
<th>Description</th>
<th>Compliance Level</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Provisioning of Complete Solution</td>
<td>Successful Bidder will complete the roll out of the project across NCT of Delhi within ‘Roll out period’ (as specified in Fact sheet or otherwise stated by the Department in a written communication.)</td>
<td>Adhere to defined Schedule for roll out</td>
<td>One percent of contract value for every month (rounded off to the nearest month) of delay starting from defined Roll Out period + 1 day</td>
</tr>
<tr>
<td>2.</td>
<td>Non availability of service due to POS Device failure</td>
<td>User is not able to perform FPS transactions during the FPS working hours due to failure of POS device hardware component (internal or external) Help Desk shall capture details of problem reported by complainant and provide a ticket number and expected time of resolution as per SLA However, in calculating downtime following circumstances shall not be considered : • Scheduled downtime for example, backup time, batch processing time, routine maintenance time. However, the successful bidder will be required to schedule such downtime (outside working time) with prior approval of the Department. In exceptional circumstances, Department may allow the successful bidder to plan scheduled downtime in the working hours.</td>
<td>Problem shall be rectified within 3 working hours</td>
<td>Rs 100 per hour per device for every working hour (rounded off to the nearest hour) of delay (over and above the compliance level)</td>
</tr>
<tr>
<td>SL. No.</td>
<td>Service Level Parameter</td>
<td>Description</td>
<td>Compliance Level</td>
<td>Penalty</td>
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<tr>
<td>---------</td>
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</tr>
<tr>
<td>3.</td>
<td>Non availability of service due to Data Connectivity failure</td>
<td>User is not able to perform FPS transactions during the FPS working hours due to non-availability of Data Connectivity. Help Desk shall capture details of problem reported by complainant and provide a ticket number and expected time of resolution as per SLA. However, in calculating downtime following circumstances shall not be considered: • Scheduled downtime for example, backup time, batch processing time, routine maintenance time. However, the successful bidder will be required to schedule such downtime (outside working time) with prior approval of the Department. In exceptional circumstances, Department may allow the successful bidder to plan scheduled downtime in the working hours. Problem shall be rectified within 1 working hour</td>
<td>Rs 100 per hour per FPS for every working hour (rounded off to the nearest hour) of delay (over and above the compliance level)</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Non availability of service due to shortage of consumables of the POS device</td>
<td>User is not able to perform FPS transactions during the FPS working hours due to non-availability of consumables of the POS device. Help Desk shall capture details of problem reported by complainant and provide a ticket number and expected time of resolution as per SLA. The Department/PMU shall maintain a record of complaints received from users (incl. departmental staff / FPS owners / Citizens regarding non-availability of POS device consumables) in the complaint management module of the EMS. Problem shall be rectified within 3 working hours</td>
<td>Rs 100 per hour per device for every working hour (rounded off to the nearest hour) of delay (over and above the compliance level)</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Non Availability of Help Desk facility during working hours (of help desk - as defined in Fact sheet)</td>
<td>User is not able to register his complaint at the Help desk. The Department/PMU shall maintain a record of complaints received from users (incl. departmental staff / FPS owners / Citizens regarding non-availability of Help Desk facility) in the complaint management module of the EMS. The PMU will keep track on non-availability of Help Desk and report to the department.</td>
<td>Always available during working hours of the Help Desk</td>
<td>Penalty of Rs 500 per hour (rounded off to the nearest hour) of non-availability</td>
</tr>
<tr>
<td>6.</td>
<td>Quality of Help</td>
<td>The help desk shall provide quality service to</td>
<td>Number of</td>
<td>Penalty of Rs 100</td>
</tr>
<tr>
<td>SL. No.</td>
<td>Service Level Parameter</td>
<td>Description</td>
<td>Compliance Level</td>
<td>Penalty</td>
</tr>
<tr>
<td>--------</td>
<td>-------------------------</td>
<td>-------------</td>
<td>------------------</td>
<td>---------</td>
</tr>
<tr>
<td></td>
<td>desk facility</td>
<td>its users. The quality of work shall be monitored based on the number of complaints received from users. The Department/PMU shall maintain a record of complaints received from users (incl. departmental staff / FPS owners / Citizens regarding non availability of Help Desk facility) in the complaint management module of the EMS.</td>
<td>complaints received from users should be &lt;= 15 in one month</td>
<td>for every additional complaint received</td>
</tr>
<tr>
<td>7.</td>
<td>Non availability of service due to defects / errors / failure in vendor developed POS client software</td>
<td>User reported errors / defects / failure in the vendor developed POS client software. Help Desk shall capture details of problem reported by complainant and provide a ticket number and expected time of resolution as per SLA.</td>
<td>a) Not able to perform FPS transactions: Problem shall be rectified before start of next FPS working day. b) All other reported bugs /errors : Problem shall be rectified in 2 working days.</td>
<td>Rs 100 per hour per FPS for every working hour (rounded off to the nearest hour) of delay (over and above the compliance level)</td>
</tr>
</tbody>
</table>

### 2.10 Acceptance Testing and Certification

The primary goal of Acceptance Testing and Certification is to ensure that the Project (including all the project components as discussed in the scope of work) meets requirements, standards, specifications and performance, by ensuring that the following are associated with clear, quantifiable metrics for accountability:

- Functional requirements
- Infrastructure (Hardware and Network) Compliance Review
- Availability of the project Services in the defined locations
- Performance
- Security
- Manageability
- SLA Monitoring System
- Project Documentation (Design, development, configuration, training and administration manuals etc.)
- Data Quality Review

It may be noted that certain sections/points may not be the responsibility of the successful bidder but have been mentioned here for information and required due diligence.
As part of Acceptance testing, Department may review all aspects of project development and implementation covering software, hardware and networking including the processes relating to the design of solution, design of systems and sub-systems, coding, testing, business process description, documentation, version control, change management, security, performance in relation to defined requirements, interoperability, scalability, availability and compliance with all the technical and functional requirements of the RFP and the agreement.

Acceptance Testing and Certification may be done by a Third Party Agency. The Successful Bidder will not be required to bear the cost of certification agency. The procedures and parameters for testing will be laid down by the Third Party Agency after approval from Department; the solution deployed by the bidder has to satisfy third party acceptance testing criteria. Successful Bidder shall provide support to certification and comply with suggestions as may be given by the agency.

The Department will establish appropriate processes for notifying the successful bidder of any shortcomings from defined requirements at the earliest instance after noticing the same to enable the successful bidder to take corrective action. All gaps identified shall be addressed by the successful bidder immediately. It is the responsibility of the successful bidder to take any corrective action required to remove all shortcomings.

It is to be noted that the involvement of the third party for acceptance testing and certification, does not absolve the vendor of his responsibilities to meet all SLAs as laid out in this RFP document.

Department may also get the solution audited through a Third Party before Go-Live / periodically after Go-Live in order to ensure the success of the project. Such third-party agency for carrying out the acceptance testing certification and audits of the entire solution will be nominated and paid by the Department. Bidder has to provide support for the same.

The acceptance criteria to be adopted for the project as mentioned below. The list below is indicative and the activities will include but not be limited to the following:

**User Acceptance**
The user acceptance testing may be performed by independent third party agency (external audit) / internal department on the fully functional POS device. The POS device shall satisfy the user acceptance testing process.

**Infrastructure Compliance Review**
Third party agency / internal department may perform the Infrastructure Compliance Review to verify the conformity of the Infrastructure (both IT, non IT as well as Network infrastructure) supplied by the successful bidder against the requirements and specifications provided in the RFP and/or as proposed in the proposal submitted by the successful bidder. Compliance review shall not absolve the successful bidder from ensuring that proposed infrastructure meets the SLA requirements.
Security Review
The fully functional POS device may be audited by a third party agency from a security and controls perspective. Such audit shall also include the IT infrastructure and network deployed for the project. Following are the broad activities to be performed by the Third Party Agency as part of Security Review. The security review shall subject the solution components of the successful bidder / ePDS server to the following activities:

- Audit of Network, Server and Application security mechanisms
- Assessment of authentication mechanism provided in the application /components/modules
- Assessment of data encryption mechanisms implemented for the solution
- Assessment of data access privileges, retention periods and archival mechanisms
- Server and Application security features incorporated etc
- Application Security mechanisms should be accessed in compliance with the IT Act 2000,2008 Amendment and IT rules 2011, such that it maintains data/information Integrity, Confidentiality, Non-repudiation
- Audit of Security mechanisms so that they are in compliance with the latest Guidelines by Controller of Certifying authority (CCA),IT Act, ISO27001.
- Gap assessment of certain controls like say ISO 27001 and section 43, 47, 66, 69, 79, 84 and 87 of IT ACT amendment 2008 and decide how the sensitive data from a data centric stand point is to be protected.

Performance
Performance is another key requirement for the project and a third party agency / internal department shall review the performance of the deployed solution against certain key parameters defined in SLA. Such parameters include request-response time, work-flow processing time, concurrent sessions supported by the system etc, Disaster Recovery drill etc. The performance review also includes verification of scalability provisioned in the solution for catering to the project requirements.

Availability
The solution should be designed to remove all single point failures. Appropriate redundancy shall be built into all the critical components to provide the ability to recover from failures. The third party agency may perform various tests including network, server, security, DC/DR fail-over tests to verify the availability of the services in case of component/location failures. The agency shall also verify the availability of the project services to all the users in the defined locations.

Manageability Review
The third party agency may verify the manageability of the solution deployed using the Enterprise Management System (EMS) proposed by the successful bidder. The manageability requirements include requirements such as remote monitoring, administration, configuration, inventory management, fault identification etc.

SLA Monitoring System
The Acceptance Testing and Certification agency may verify the accuracy and completeness of the information captured by the SLA monitoring system implemented by the successful bidder and shall certify the same.

**Project Documentation**

The Third Party Agency may review the project documents developed by the successful bidder including requirements, design, source code, installation, training and administration manuals, version control etc.

Any issues/gaps identified by the Third Party Agency, in any of the above areas, shall be addressed to the complete satisfaction of the Department.

### 2.11 Payment Schedule

“Hybrid model” shall be followed for calculating the bid value and release of payments. The Hybrid model has two categories namely

a) One time charges
b) Recurring charges

#### a) One time charges

Components that fall under category “One time charges” are mentioned in the table below. Bidder to calculate charges against these components and arrive at the total “One time charges”. This amount shall be payable as follows:

i. 60% of “One time charges” payable on Go-Live subject to issuance of Acceptance certificate(s) as mentioned in the table below.

ii. Remaining 40% of “One time charges” payable on an equated quarterly basis during the contract period. This payment shall commence after Go-live.

#### b) Recurring charges

Bidder to identify all components that fall under category “Recurring charges” to deliver, install, commission and maintain the operations across NCT of Delhi meeting all requirements mentioned in the RFP document for the duration of the contract period. An indicative list of such items has been provided below for reference. “Recurring charges” shall be payable quarterly during the contract period.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Milestone</th>
<th>Payment Approval Criteria</th>
<th>Payment Amount (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Delivery, Installation, Commissioning of POS solution at</td>
<td>Issue of acceptance certificate for</td>
<td>No. of commissioned FPS * [60% of quoted price in Financial Bid of</td>
</tr>
<tr>
<td>Sl. No</td>
<td>Milestone</td>
<td>Payment Approval Criteria</td>
<td>Payment Amount (In INR)</td>
</tr>
<tr>
<td>--------</td>
<td>---------------------------------------------------------------------------</td>
<td>----------------------------------------------------------------</td>
<td>------------------------------------------------------------</td>
</tr>
<tr>
<td>1.</td>
<td>Maintenance of POS Devices, including consumables, across all locations</td>
<td>Submission of Invoices &amp; Issue of SLA Satisfaction Certificate</td>
<td>Equated installment for each quarter ending during a period (refer Financial bid) - (minus) penalty deductions (if any)</td>
</tr>
<tr>
<td>2.</td>
<td>Data connectivity [between POS and ePDS server]</td>
<td>Submission of Invoices &amp; Issue of SLA Satisfaction Certificate</td>
<td>Quarterly - (minus) penalty deductions (if any)</td>
</tr>
<tr>
<td>3.</td>
<td>Refresher training per user</td>
<td>Issue of acceptance certificate for training given to users</td>
<td>No of trainees * [quoted price in Financial Bid of items (iv) ] - (minus) penalty deductions (if any)</td>
</tr>
<tr>
<td>4.</td>
<td>Operation cost of service center / help desk facility</td>
<td>Issue of SLA Satisfaction Certificate</td>
<td>Equated installment for each quarter ending during a period (refer Financial bid) - (minus) penalty deductions (if any)</td>
</tr>
<tr>
<td>5.</td>
<td>&lt;&lt; Any other item(s) specified by the bidder &gt;&gt;</td>
<td>As per mutual agreement</td>
<td>Equated installment for each quarter ending during a period (refer Financial bid) - (minus) penalty deductions (if any)</td>
</tr>
</tbody>
</table>
2.12 Acceptance Criterion

The implemented solution components that pass the acceptance testing shall be accepted by the Department.

2.13 Fraud and Corrupt Practices

a. The Bidders/Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Department shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.

b. Without prejudice to the rights of the Department under Clause above and the rights and remedies which the Department may have under the LOI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder or Systems Implementation Agency shall not be eligible to participate in any tender or RFP issued by the Department during a period of 2 (two) years from the date such Bidder or Systems Implementation Agency, as the case may be, is found by the Department to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

i. “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to
constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/adviser of the Department in relation to any matter concerning the Project;

ii. “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

iii. “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

2.14 Conflict of Interest

a. A bidder shall not have a conflict of interest that may affect the Selection Process or the delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Department shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Department for, inter alia, the time, cost and effort of the Department including consideration of such Bidder’s Proposal, without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise.

b. The Department requires that the Implementation Agency provides solutions which at all times hold the Department’s interests paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The Implementation Agency shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Department.

c. Without limiting the generality of the above, an Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:
   i. the Bidder, its consortium member (the “Member”) or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or
any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an bidder, its member or associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such bidder, member or associate, as the case may be) in the other bidder, its consortium member or associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:

- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on

- a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty six per cent) of the subscribed and paid up equity shareholding of such intermediary; or

ii. a constituent of such bidder is also a constituent of another bidder; or

iii. such bidder or its associate receives or has received any direct or indirect subsidy or grant from any other bidder or its associate; or

iv. such bidder has the same legal representative for purposes of this Application as any other bidder; or

v. such bidder has a relationship with another bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Application of either or each of the other bidder; or

vi. there is a conflict among this and other implementation/turnkey solution assignments of the bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such bidder or having common controlling shareholders. The duties of the Implementation Agency will depend on the circumstances of each case. While providing solutions to the Department for this particular assignment, the Implementation Agency shall not take up any assignment that by its nature will result in conflict with the present assignment; or

vii. A firm hired to provide integration/turnkey solutions for the implementation of a project, and its members or associates, will be disqualified from subsequently providing goods or works or services related to the same project;

d. An bidder eventually appointed to implement solutions for this project, its associates, affiliates and the financial expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same project and any
breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Department in continuation of this systems implementation or to any subsequent systems implementation executed for the Department in accordance with the rules of the Department.
Appendix I: Technical Bid Templates

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Technical Proposal shall comprise of documents mentioned in the following forms:

Form 1: Compliance Sheet for Technical Proposal
Form 2: Particulars of the Bidder
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Letter of Proposal
Form 5: Project Citation
Form 1: Compliance Sheet for Technical Proposal

The Technical proposal should comprise of the documents mentioned in this compliance sheet along with these forms. The original documents and these forms need to be scanned and grouped together into one file for uploading as ‘Technical Proposal’. Bidders to ensure that the scan copies are of good quality and that the prints generated from these scans are clear / legible.

For Technical Qualification Criteria

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Basic Requirement</th>
<th>Documents Required *</th>
<th>Provided</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Power of Attorney</td>
<td>Scan Copy of Power of Attorney in the name of the Authorized signatory</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Particulars of the Bidders</td>
<td>Scan Copy of Form 2</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Earnest Money Deposit</td>
<td>Scan Copy of EMD Original submitted to the department</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Annual Sales Turnover</td>
<td>Scan Copy of Extracts from the published/audited Balance sheet and Profit &amp; Loss OR Certificate from the statutory auditor</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Net Worth</td>
<td>Scan Copy of Certificate from the statutory auditor</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Technical Capability</td>
<td>Scan Copy of Completion Certificates from the client; OR Purchase / Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Purchase / Work Order + Phase Completion Certificate from the client</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Consortiums</td>
<td>Scan Copy of Duly registered/Notarised Agreement / Instrument between the firms to form a consortium</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Legal Entity</td>
<td>Scan Copy of - Certificate of incorporation OR partnership deed OR memorandum &amp; bye laws - Copy of Service Tax and sales Tax/ VAT registration - Acknowledged Income Tax returns for last three years - Certificate from the statutory auditor stating the nature of business for last three years</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>9.</td>
<td>Blacklisting</td>
<td>Scan Copy of Affidavit/ self-certified letter</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>10.</td>
<td>STQC certification</td>
<td>Scan Copy of Valid STQC certificate of finger print scanner and IRIS scanner</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

As mentioned in section 2.6.1
For Technical Evaluation

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Criteria</th>
<th>Documents Required *</th>
<th>Provided</th>
<th>Reference &amp; Page Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Covering Letter for Technical Proposal</td>
<td>Scan copy of Form 4</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>2.</td>
<td>Work experience with any Indian Government departments / Indian PSUs / Banks in the last 3 years to supply and deploy POS devices with required custom application. Each project should be for supply of at least 200 POS devices.</td>
<td>Scan copy of Filled Project Citation (Form 5) and Purchase / Work Order(s)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>3.</td>
<td>Total Work experience capacity of supplying and deploying POS devices with required custom application in the last 3 years</td>
<td>Scan copy of Filled Project Citation (Form 5) and Purchase / Work Order(s)</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Quality Certifications</td>
<td>Scan copy of Quality Certificates</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>5.</td>
<td>Training on use of POS devices</td>
<td>Scan copy of Self-Certificate</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6.</td>
<td>Battery backup Screen Resolution Screen size</td>
<td>Scan copy of Certified product specification from OEM</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>7.</td>
<td>Non-volatile storage capacity</td>
<td>Scan copy of Self-Certificate</td>
<td>Yes / No</td>
<td></td>
</tr>
<tr>
<td>8.</td>
<td>Prior experience in setup of service center / help desk facility</td>
<td>Scan copy of Self-Certificate</td>
<td>Yes / No</td>
<td></td>
</tr>
</tbody>
</table>

* As mentioned in section 2.6.2
### Form 2: Particulars of the Bidder

<table>
<thead>
<tr>
<th>SI No.</th>
<th>Information Sought</th>
<th>Details to be Furnished</th>
</tr>
</thead>
<tbody>
<tr>
<td>A</td>
<td>Name and address of the bidding Company (If Consortium then applicable to lead bidder)</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>If Consortium then name members of the consortium</td>
<td></td>
</tr>
<tr>
<td>C</td>
<td>Incorporation status of the firm (public limited / private limited, etc.)</td>
<td></td>
</tr>
<tr>
<td>D</td>
<td>Year of Establishment</td>
<td></td>
</tr>
<tr>
<td>E</td>
<td>Date of registration</td>
<td></td>
</tr>
<tr>
<td>F</td>
<td>ROC Reference No.</td>
<td></td>
</tr>
<tr>
<td>G</td>
<td>Details of company registration</td>
<td></td>
</tr>
<tr>
<td>H</td>
<td>Details of registration with appropriate authorities for service tax</td>
<td></td>
</tr>
<tr>
<td>I</td>
<td>Name, Address, email, Phone nos. and Mobile Number of Contact Person</td>
<td></td>
</tr>
</tbody>
</table>
Form 3: Bank Guarantee for Earnest Money Deposit

To,

Secretary-Cum-Commissioner,
Department of Food & Supplies,
K-Block, Vikas Bhavan,
I.P. Estate, New Delhi-110002
Tel. No. : 011 – 23378759, 011 - 23379252

Whereas <<Name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to the Department of Food & Supplies, Government of NCT of Delhi.

Know all Men by these presents that we <<    >> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the Department of Food & Supplies, Government of NCT of Delhi (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>

The conditions of this obligation are:

1. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

2. If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

   (a) Withdraws his participation from the bid during the period of validity of bid document; or

   (b) Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.
NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

II. This Bank Guarantee shall be valid upto <<insert date>>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:
Form 4: Letter of Technical Proposal

To:                

Secretary-Cum-Commissioner,  
Department of Food & Supplies,  
K-Block, Vikas Bhavan,  
I.P. Estate, New Delhi-110002  
Tel. No. : 011 – 23378759, 011 - 23379252

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the services to the Department on <Name of the engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for << >> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]: ________________________________
Name and Title of Signatory: __________________________________________
Name of Firm: _______________________________________________________
Address: ___________________________________________________________
Location: __________________________ Date: ____________________________

_____________________________________________________________________________
Form 5: Project Citation Format

<table>
<thead>
<tr>
<th>Relevant project experience</th>
</tr>
</thead>
<tbody>
<tr>
<td>General Information</td>
</tr>
<tr>
<td>Name of the project</td>
</tr>
<tr>
<td>Client for which the project was executed</td>
</tr>
<tr>
<td>Name and contact details of the client</td>
</tr>
<tr>
<td>Project Details</td>
</tr>
<tr>
<td>Description of the project</td>
</tr>
<tr>
<td>Scope of services</td>
</tr>
<tr>
<td>Defined Service levels as per contract</td>
</tr>
<tr>
<td>Technologies used</td>
</tr>
<tr>
<td>Outcomes of the project</td>
</tr>
<tr>
<td>Other Details</td>
</tr>
<tr>
<td>Total cost of the project</td>
</tr>
<tr>
<td>Total cost of the services provided by the respondent</td>
</tr>
<tr>
<td>Duration of the project (no. of months, start date, completion date, current status)</td>
</tr>
<tr>
<td>Other Relevant Information</td>
</tr>
<tr>
<td>Letter from the client to indicate the successful completion of the projects</td>
</tr>
<tr>
<td>Copy of Purchase / Work Order</td>
</tr>
</tbody>
</table>
Appendix II: Financial Proposal Template

Form 6: Financial Proposal

To: <Location, Date>

Secretary-Cum-Commissioner,
Department of Food & Supplies,
K-Block, Vikas Bhavan,
I.P. Estate, New Delhi-110002
Tel. No.: 011 – 23378759, 011 - 23379252

Subject: Submission of the Financial bid for <Provide Name of the Implementation Assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide the Implementation services for <<Title of Implementation Services>> in accordance with your Request for Proposal dated <<Date>> and our Proposal (Technical and Financial Proposals). Our Financial Proposal is for the sum of <<Amount in words and figures>> (the breakup is provided below). This amount is inclusive of all charges such as packing, freight and forwarding, transit insurance, local transportation charges etc. This amount is also inclusive of all taxes & levies.

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item</th>
<th>Per POS device Price (in INR)</th>
<th>Applicable Taxes &amp; Levies * (in INR)</th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>POS Device as per specifications</td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Data connectivity [between POS and ePDS server]</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Training</td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Installation and execution of POS solution</td>
<td></td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>Setting up of service center / help desk facility</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Price (=i+ii+iii+iv+v) :  

Total Price in figures (A) :  

* Excluding VAT & service tax which shall be paid (extra) as per applicable rates at the time of Invoice generation.
### Recurring Charges Details

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>i.</td>
<td>Maintenance of POS Devices, including consumables etc.</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>ii.</td>
<td>Data connectivity [between POS and ePDS server]</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iii.</td>
<td>Refresher training</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>iv.</td>
<td>Operation cost of service center / help desk facility</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>v.</td>
<td>&lt;&lt; Any other item(s) specified by the bidder &gt;&gt;</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Price (i+ii+iii+iv+v) :  
Total Price in figures (B) :  

* Excluding VAT & service tax which shall be paid (extra) as per applicable rates at the time of invoice generation.

**Total Cost of the Bid** (A + B) = << in numbers>>  << in figures>>

1. **PRICE AND VALIDITY**
- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid up to the bid validity period.

- We understand that the actual payment would be made as per the existing tax rates during the time of payment.

- We understand that on award of contract, the quoted prices will be valid for the contract period.

- The quoted Cost per Transaction (B) includes all charges other than “one time charges” to run the operations for the contract period.

2. UNIT RATES

We have indicated in the relevant forms enclosed, the unit rates for the purpose of on account of payment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. DEVIATIONS

We declare that all the services shall be performed strictly in accordance with the Tender documents irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents shall not be given effect to.

4. TENDER PRICING

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

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

We declare that our Bid Price is for the entire scope of the work as specified in the RFP document.

7. PERFORMANCE SECURITY

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Security as specified in this RFP document.
Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations.

We understand you are not bound to accept any Proposal you receive.

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.

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

Thanking you,

We remain,

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of Firm:

Address:
Appendix III: Template for Performance Bank Guarantee

Form 7: Performance Bank Guarantee

PERFORMANCE SECURITY:

Secretary-Cum-Commissioner,
Department of Food & Supplies,
K-Block, Vikas Bhavan,
I.P. Estate, New Delhi-110002
Tel. No. : 011 – 23378759, 011 - 23379252

Whereas, <<name of the supplier and address>> (hereinafter called “the bidder”) has undertaken, in pursuance of contract no. <<Insert Contract No.>> dated. <<Date>> to provide Implementation services for <<name of the assignment>> to Department of Food & Supplies, Government of NCT of Delhi (hereinafter called “the beneficiary”)

And whereas it has been stipulated by bidder in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, <Name of Bank> a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of Rs.<<Insert Value>> (Rupees <Insert Value in Words> only) and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs. <Insert Value> (Rupees <Insert Value in Words> only) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.
This Guarantee shall be valid until <<Insert Date>>

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed Rs. <<Insert Value>> (Rupees <<Insert Value in Words>> only).

II. This bank guarantee shall be valid up to <<Insert Expiry Date>>

III. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <<Insert Expiry Date>> failing which our liability under the guarantee will automatically cease.
Appendix IV: Template for Contract Agreement

The contract agreement is a separate document that can be downloaded from the website as mentioned in the factsheet.
Appendix V: POS Device specifications

The POS Device specifications is a separate document that can be downloaded from the website as mentioned in the factsheet.
Appendix VI: Micro ATM Specifications

The Micro ATM Specifications is a separate document that can be downloaded from the website as mentioned in the factsheet.
Appendix VII: Functional Requirements Specification for FPS Automation

The Functional Requirements Specification for FPS Automation is a separate document that can be downloaded from the website as mentioned in the factsheet.