



**GOVERNMENT OF MEGHALAYA
DIRECTORATE OF FOOD CIVIL SUPPLIES AND CONSUMER AFFAIRS
HORSESHOE BUILDING, LOWER LACHUMIERE, SHILLONG – 793 001**

RFP. NO.DSCA.96/2011/PT.IV/729

Dated Shillong, the 18th May, 2026

**Government of Meghalaya
Directorate of Food, Civil Supplies and Consumer Affairs
Horse Shoe Building Lachuamiere Shillong – 793001
e-mail: fcsca-meg@nic.in, pmu.fcs-meg@gov.in**

REQUEST FOR PROPOSAL [RFP]

**RFP DOCUMENT FOR SELECTION OF AGENCY FOR
ANNUAL MAINTENANCE CONTRACT (AMC) FOR OPERATION, MAINTENANCE
AND OTHER SERVICES OF E-POS DEVICES INSTALLED AT FAIR PRICE SHOPS IN
MEGHALAYA STATE' FOR A PERIOD OF FIVE (05) YEARS.**

**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

Government of Meghalaya
Food, Civil Supplies and Consumer Affairs Department

**RFP for selection of Agency for Annual Maintenance Contract (AMC) for
Operation, Maintenance and Other services of e- POS Devices installed at Fair
Price Shops in Meghalaya State**

RFP Tender Fee: Rs. 25,000.00 (Non-Refundable)
EMD/RFP Security: Rs.25,00,000.00 (Refundable)

The undersigned for and on behalf of the Governor of Meghalaya invites Proposal / Technical Proposal from interested Bidders (Original Equipment Manufacturer or Authorized Partner) being registered under The Companies Act, 2013 having valid registration certificate and eligibility as per the criteria of the RFP published for Selection of Agency for Operation, Maintenance and Other services of e-POS Devices installed at Fair Price Shops in Meghalaya State for a period of Five (5) years with an option for further 2 (two) years extension of empanelment at the sole discretion of the Food Civil Supplies & Consumer Affairs Department.

Sl No	Particulars	Remarks
1	Contact details of the issuing department (Name, Designation, Mobile No., Email address for sending any kind of correspondence regarding this NIT and for submission of Bids)	Directorate of Food Civil Supplies and Consumer Affairs, Shillong. Horse Shoe Building Ground Floor, Lachumiere Shillong. Email: fcsca-meg@nic.in , pmu.fcs-meg@gov.in Contact No: 0364-2224108
2	Bid Document Availability including changes/amendments, if any to be issued	NIT may be downloaded from https://meghalayatenders.gov.in .
3	Last date for requesting clarification	Upto 26 th May, 2026 at 2:00 PM All communications regarding points / queries requiring clarifications shall be given in writing.
4	Date of Pre-bid meeting in response to clarifications/Queries received.	26 th May, 2026 at 3:00 PM
5	Last date and time for Bid submission	1 st June, 2026 At :2:00 PM.
6	Opening of Technical Bids	4 th June, 2026 At :2:00 PM. Authorized representatives of Bidders may be present during opening of the Technical Bids. However, Technical Bids would be opened even in the absence of any or all of the Bidder representatives
7	Opening of Financial Bids	Financial bids of technically qualified bidders only will be opened on a subsequent date that will be notified later
8	Tender Fee	Rs. 25,000/- (Rupees Twenty-Five Thousand) only (Non-Refundable)
9	Earnest Money Deposit	Rs.25,00,000/- (Rupees Twenty-Five Lakhs) only (Refundable)

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**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

1) RFP Notice

Unconditional Proposals and Technical Proposals are invited from the interested Companies / Firms (OEM or Authorized Partner) being registered under The Companies Act, 2013 having valid registration certificate for empanelment as System Integrator in respect to Annual Maintenance Contract (AMC) for Operation, Maintenance, Server Support, Customization of software and Other services of e-POS Devices installed at Fair Price Shops in Meghalaya State for a period of 05 (Five) years with an option for further 02 (two) years extension of empanelment at the sole discretion of the Food Civil Supplies & Consumer Affairs.

Scope of Work	Place of Service
Annual Maintenance Contract (AMC) for Operation, Maintenance and Other Services Of E-Pos Devices Installed At Fair Price Shops In Meghalaya State' For A Period Of Five (05) Years.	Services to be provided in 4743 Fair Price Shops functional across 12 Districts and 4 Sub-Divisions of the State

RFP document is available on meghalayatenders.gov.in. However, proposal can only be submitted on-line at State Government e-Procurement Portal meghalayatenders.gov.in by uploading the relevant documents as specified by the Department. After submission of proposals, the participating Agencies may re-submit/revise the proposal any number of times but before the closing date of submission as specified in this Document.



(Saloni Verma IAS)
Director
Food, CS&CA
Department
Government of
Meghalaya.



Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

2) General Information (Part-I)

1. The RFP Document is not transferable under any circumstances.
2. No document will be sold, available at State e-Proc. Portal - meghalayatenders.gov. Intending Agencies should participate in the RFP only through www.meghalayatenders.gov.in.
3. No physical (hardcopy) /offline proposal is acceptable.
4. The RFP Tender Fee and Security (EMD) shall be submitted in favour of "The Director, Food, Civil Supplies & Consumer Affairs, Government of Meghalaya" through the State Government e-Procurement Portal (<https://meghalayatenders.gov.in>) by uploading the scanned copy of the Demand Draft (DD).

The original Demand Draft must be submitted to the office of the undersigned on or before the last date of bid submission. Non-submission of the original DD shall result in rejection of the bid.

The Department reserves the right to reject any proposal not in conformity with the provisions of the RFP.

5. Conditional proposal and casual letters sent by the Agencies will not be accepted.
6. Proposal must be uploaded online through website <http://meghalayatenders.gov.in> for which they have to register/ enroll their name. Facility is available for the intending Agencies to register/ enroll online in the website <http://meghalayatenders.gov.in>. However, the original Tender Fee, EMD in the form of Demand Draft/Bank Guarantee, and notarized copies of all relevant documents as specified in the General Terms and Conditions section shall be submitted physically to the office of the undersigned within the prescribed timeline.
7. Proposals received by the Department will be opened on 4th June, 2026 at 2:00 PM as mentioned in the RFP. If the date of opening happens to be a holiday or office work is affected due to any unforeseen reason, the date of opening will be on next working day.
8. The selected Agency shall be required to furnish a Performance Bank Guarantee 2% of contract value as per Annexure -I. The PBG should be issued by a Scheduled Commercial /Nationalized Bank in India, in favour of Director, FCS&CA payable at Shillong.

The PBG shall be denominated in the currency of the contract and will be for an amount as mentioned above. All charges with respect to the PBG shall be borne by the bidder. The PBG shall be remaining valid for a period of 64 months from the date of signing of contract. The Performance Guarantee must be submitted after the contract is awarded but before the contract is signed.

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

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

9. For any technical support related to e-submission, interested Agencies may contact with Shri S.K War OSD (FCSCA), (Mobile:8575036731).
10. Clarification on RFP Document:
A prospective Agency requiring any clarification on the tender documents may seek the same by email or through an official letter addressed to the office of the undersigned. The RFP Inviting Authority shall respond to requests for clarification received through email or official correspondence.

Interested Agencies may alternatively forward their queries to the following e-mail IDs: fcsca-meg@nic.in and pmu.fcs-meg@gov.in

11. Amendment/corrigendum of RFP Document:

The Food CS&CA Department reserves the right to modify the RFP Document by issuing corrigendum(s), at any time, before the last date and time of closing of RFP. Any such corrigendum shall be part of RFP document and shall be binding for compliance on the participating Agencies. All corrigendum(s) shall be published in the State e-Proc. Portal at <http://meghalayatenders.gov.in>. However, Food, CS & CA Department, Govt. of Meghalaya shall bear no responsibility or liability arising out of non-receipt of the same in time or otherwise. Therefore, intending Agencies are requested to visit the Portal frequently to check whether there is any related Corrigendum(s) or not.

12. This document contains total 48 pages marked as pages 01 to 48.

3) General Information (Part-II)

- a) Interested eligible Companies / Firms (OEM or Authorized Partner) are liable to abide by all terms and conditions as mentioned in the RFP.
- b) Authority shall have the right to postpone or reject the submitted proposal in case of non-receipt of desired / qualified Agency.
- c) Documents as sought in the RFP must be submitted on-line only. Proposal without submitting required documents/partial submission of required documents would be summarily rejected without assigning any reason thereof.
- d) Participating Agencies shall have to submit detailed information regarding the firm owned/ represented by him along with photograph of the signatory as per **Annexure-A**. Information mentioned in this document shall have to match with the information mentioned in the respective documents submitted as technical Proposal.
- e) Interested Agencies may carefully go through the RFP document, its Annexure(s) and offer their proposal which would be reasonable in terms of Annual Maintenance Contract (AMC) for Operation, Maintenance, Server Support, Customization of SW and Other services of e-POS Devices installed at Fair Price

Shops of the State and their prospect as well.

4) Information & instruction for online submission of Proposal (Part-III)

1. Interested Agencies / Companies / Firms (OEM or Authorized Partner) shall register in the website <http://meghalayatenders.gov.in> for participation in the tender of Food CS&CA Department, Govt. of Meghalaya.
 - a) To participate, the Agencies / Companies / Firms will have to procure Digital Signature Certificate (DSC) Class II/Class III, as per Information Technology Act 2000 so that they can sign their electronic Proposals. Agencies can procure the same from any CCA approved Certifying Agency, enlisted by the Controller of Certifying Authorities (CCA), which is available at <http://cca.gov.in>.
 - b) Intending Agencies / Companies / Firms shall download and carefully read all terms conditions and other contents of the RFP. Downloaded RFP has to be uploaded back and digitally signed as a part of technical Proposal & proof of acceptance of all terms condition in the RFP by the participating Agencies.
 - c) Notary attested copies of all relevant documents as mentioned at General Terms Condition Section has to be digitally signed and uploaded in technical Proposal part.
 - d) Intending Agencies should take the print out of all the relevant Annexure(s) (in Non-Judicial Stamp Paper wherever applicable), fill up the relevant Columns, put ink signature with Stamp & get the same authenticated by Notary Public, and shall have to send originals to the Director, Food CS&CA, Horse Shoe Building, Room No. 24 B, Ground Floor, Lachauchiere Shillong in sealed envelope with in the stipulated time period.
 - e) Intending Agencies / Companies / Firms shall submit their offer on-line and the in electronic formats through State Government e-Procurement Portal - meghalayatenders.gov.in before scheduled date & time as mentioned in RFP.
 - f) Intending Agencies shall use the 'My Document' folder option in the e-procurement web-based-application, available after login, and may upload all his relevant non-Sensitive documents by scanning in PDF Format [like Notary attested copies of all relevant documents as mentioned in this RFP] with digital signature. 'My Document' shall be populated prior to real time submission which will help to complete the submission within a single session. An indicative organization of 'My Document' Folders and the related technical documents to be uploaded is represented here under.


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

4.1) Technical Cover:

- a) Earnest Money Deposit (EMD) / RFP Security of Rs. 25,00,000 (Rs. Twenty-Five lakh) Security (EMD) shall be submitted in favour of "The Director, Food, Civil Supplies & Consumer Affairs, Government of Meghalaya" through the State Government e-Procurement Portal (<https://meghalayatenders.gov.in>) by uploading the scanned copy of the Demand Draft (DD).
 - b) The original Demand Draft must be submitted to the office of the undersigned on or before the last date of bid submission. Non-submission of the original DD shall result in rejection of the bid.
 - c) The Department reserves the right to reject any submitted proposal, not in conformity with the RFP.
 - d) In the Technical document cover, RFP downloaded from the e-Procurement Portal also to be uploaded.
2. Notarized & Scanned Documents are to be uploaded as a part of Technical Proposal as follows: (The respective documents are to be uploaded at the specified Folder-Sub-Category of My Document section carefully, as mentioned against each document mentioned below)

Sl. No	Folder name	Sub Category	Notarized & Scanned Documents to be uploaded in PDF Format
1	BIS/Mfg.lic/ Dealership	Registration of the Firm/Agency	<ul style="list-style-type: none">• Copy of Certificate of Incorporation in case of Limited Company /Private Limited Company / Cooperative Society /Society and Registered• Partnership Deed in case of Partnership Firms.
2		Registration of the Firm/Agency	<ul style="list-style-type: none">• Resolution Passed & Signed by the appropriate authority for participation in the RFP. (For Limited Company /Private Limited Company/ Cooperative Society/ Society).
3		Trade license/ registration certificate and Manufacturing License of principal firm- For Dealer.	<ul style="list-style-type: none">• Company Profile including details of manufacturing units in India.• Awards / Certifications / Recognitions received by the Company for providing service in recent times. (Applicable for all).• Valid OEM Authorization certificate issued by the appropriate authority with RFP Name and No. mentioned in the letter head. (In case Bidder is other than OEM).
4	RFP Documents	RFP	Signed RFP document in PDF format (applicable for all).

5	Financial Details	Balance Sheets	Copies of Audited Balance Sheet including P&L Account and ITR for preceding 03 financial years ending 2022-23, 2023-24, and 2024-25 (applicable for all).
6		Certificates from Bankers	Solvency Certificate of not less than Rs. 5.00 crore from any Scheduled Indian Bank guaranteed by RBI (Applicable for all).
7	Misc. Document	Any other document	Copy of valid ISO 9001:2015 certificate issued by the appropriate authority (Applicable for all).
8		Power of attorney in favour of local agent mandatory	Power of Attorney in Original, in case the proposal / documents are signed by the Authorized Signatory.
9	Tax Related Document	PAN Card	Copy of the PAN Card of the Company/ Proprietor/ Partners (applicable for all)
10		Professional Tax clearance if in force in The state, the participating Agency belongs to	Copies of Professional Tax clearance for last 03 financial years ending 2022-23, 2023-24, and 2024-25 (applicable for all).
11		GST Registration	Copy of GST Registration of the participating Agency (applicable for all)
12	Experience/ Mfg. Capacity	Detail experience of supplied times/ works/ services of the participating Agency	<p>Proof of operation, maintenance, customization of software, and other services relating to e-POS devices during the last three financial years, i.e., 2022-23, 2023-24, and 2024-25, shall be submitted by the Bidder.</p> <p>To qualify technically, the Bidder must have successfully executed at least 03 (three) similar e-POS projects involving operation, maintenance, customization of software, and related services, with a cumulative supply and deployment of not less than 3,500 e-POS devices. This requirement shall be applicable to all bidders.</p>

4.2) IMPORTANT NOTES:

- e) If any of the above-mentioned documents is not applicable for a particular Agency than he / she shall prepare a PDF Document containing the remark as 'NOT APPLICABLE' WITH MENTIONING NAME OF THE DOCUMENT NOT REQUIRED WITH REASONS, NAME OF THE AGENCY & ADDRESS and upload the same in the relevant Sub-category under 'My Document'.
- f) During scrutiny of proposals/ preparation of technical statement/ signing of


agreement, eligible Agencies will have to submit / produce original copy of the uploaded document for verification, as & when asked by the Departmental Authority.

- g) This is for the information of all Agencies that all documents uploaded in the RFP will be apart & parcel of the agreement, to be signed with the successful Agency.

4.3) Preparatory works for On-Line Submission (Part IV):

Sl	Agencies' Work
1	On publication of the e-tender, participating Agency should download the RFP from website and minutely go through the instructions/ term's conditions/ critical dates/ eligibility criteria of the RFP.
2	The participating Agency shall purchase Class II/Class III Digital Signature certificate from any certifying agency enlisted by Controller of Certifying Authorities (CCA) at http://cca.gov.in
3	The participating Agency shall Enroll himself/ herself in the e-procurement website ' http://Meghalayatenders.gov.in ' and create User ID and Password.
4	The participating Agency shall Log in into the website ' http://meghalayatenders.gov.in ' using the created ID and Password.
5	After login, the participating Agency shall find 'My Document' folder option in the page. The participating Agency shall upload (scanned PDF Format) his entire on-sensitive documents like notary attested copies of relevant documents as mentioned at General Terms Condition. Scanning resolution should be 200 dpi.
6	The participating Agency shall Download and fill up relevant Annexure (s), and prepare the documents as per procedure mentioned in this RFP for sending the originals to the FCS&CA Department.
7	The participating Agency shall Download RFP document and save in the own computer for uploading at the time of on-line submission.
8	The participating Agency shall Scan the tender fee, EMD instrument into PDF and save in the own computer for uploading. Original EMD instruments shall have to be submitted to the Food, CS&CA Department along with all the Relevant Annexure(s).

Thus, the participating Agency shall be ready and start submission of proposal following the steps as per the e-procurement application and upload all the above documents with his/ her digital signature.



5. Scope of Work:

5.1 Operation and Maintenance

1. The comprehensive maintenance includes preventive maintenance quarterly/regular services of e-POS devices and/or replacement of any items necessary for keeping the e-POS devices active and free from any defects/disturbance and also on any unscheduled call for corrective and maintenance services, taking appropriate measures/steps on time to set right the malfunctioning of the e-POS devices.

However, the scope of the Annual Maintenance Contract (AMC) shall be limited to the e-POS devices and related field-level support services only and shall not include server-related support or any other services beyond the scope specifically defined under this contract.

2. Comprehensive maintenance of the equipment shall primarily be carried out at the respective Fair Price Shops (FPSs) as and when required. In the event that the Bidder determines that the equipment cannot be repaired at site, the Bidder shall, at its own cost and risk, arrange for the pickup, transportation, repair, and re-delivery of the equipment within the stipulated timeline, without any additional liability to the Department. During such period, the Bidder shall ensure that service delivery is not disrupted and, if required, provide a suitable standby/replacement device.

Cases involving physical damage, mishandling, negligence, theft, fire, water damage, electrical surge, or any other external cause shall not be covered under comprehensive maintenance and shall be repaired or replaced on a chargeable basis, with the cost to be borne by the concerned user/FPS dealer, as determined by the Department. The Bidder shall submit, along with the bid, a tentative schedule of rates/costs for such repairs and replacement of parts/devices, which shall remain valid for the duration of the contract for reference and transparency.

3. Software customization shall primarily include bug fixes, minor modifications, and performance improvements. Any major functional enhancements or development of new features/modules shall be undertaken only upon prior approval of the Department and may be treated as a separate work with mutually agreed terms and costs.
4. The replacement of all the spares is included under the O&M. The replacement of defective spares with good quality and standard spares will be done by the bidder without any extra charge of any kind.
5. Supply & maintenance of atleast @ 5% buffer stock of e-POS Device as well as spare parts in each Sub Divisions to mitigate the immediate replacement of any malfunctioning device till complete repair if the device and functioning of the same at F.P. Shop Level.
6. Deployment of two technical resource at the State level and minimum 01 (One) technical resource personnel in each District and Sub Divisions to address urgent calls from users (F.P. Shop Dealers/ Departmental Staff) for any technical issues. The technical resource personnel should be available and is required to be responsible for single point of contract. On breakdown situations or when directed by department, response time to reach maintenance location for maintenance of e-POS devices by the technical recourse personnel should not exceed 2 hours; The agencies should also deploy a Dedicated/Toll Free Telephone No. for service support for catering all issues from users (F.P. Shop Dealers/ Departmental Staff).

7. Availability of Service Centre in Meghalaya to carry out repairs required to any malfunctioning device either at F.P. Shops level or at any Authorized Retail Service points to ensure its early functionality.
8. Escalation Matrix for service support to ensure timely resolution and accountability and address any e-POS software related issues arise during the Public Distribution System distribution at Fair Price Shop level;
9. Extend necessary support during any integration with other software or hardware with the e-POS devices during the AMC period;
10. Carryout Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware and testing for virus, if any, and should maintain proper records at each site for such PM;
11. Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance;
12. To provide free Updates/ Upgrades/ New releases/ New Versions /Patches/ Bug fixes of the e-POS software, security upgrade for Aadhaar biometric system and tools, as and when mandated.
13. To provide necessary support if the Operating System of e-POS device or additional copies of Operating System are required to be installed/ reinstalled/ de-installed;
14. To carry out any requisite adjustments /changes in the configuration for Implementing different versions of Application Software;
15. To maintain an inventory database to include the registered hardware installed at different FPS Shops;
16. To engage a 3rd party Quality certifying agency (Standardisation Testing and Quality Certification or cert-in certified agencies) to conduct the assessment/ review for the application software (both client and server end) periodically as part of Scope of this project. The Food, CS & CA Department shall have the right to audit and inspect all the procedures and systems relating to the provisioning of the services. If there is any change/addition in the application's functionality then the Solution Provider shall have to obtain the Standardisation Testing and Quality Certification for the changes /.addition.
17. In addition to security features deployed in the technology, Bidder's Operational procedures will ensure protection of the client from business risk (from system error, human error, negligence and mismanagement) and fraud risk (loss due to intentional deception by employees, customers, agents, external entities, etc.);
18. The Agency shall carry out all modifications, upgrades, and enhancements in the e-POS devices and client software as may be necessitated due to changes in the e-PDS application, minimum specifications (as per Annexure- F) mandated by, or systems designed and deployed by the Government of India (GoI).All such changes shall be implemented, replaced, deployed, or replicated in the e-POS devices at all field locations without disruption to business continuity and without any additional cost to the Department.
19. In the event that any e-POS device is found to be non-repairable, end-of-life (EOL), or obsolete due to advancements in technology, changes in statutory or security requirements, or enhancements mandated by the Government of India (GoI) for the e-PDS ecosystem, the Agency shall replace such device with a new e-POS device.

The replacement device shall strictly conform to the minimum technical, functional, and security specifications prescribed by the Government of India and any subsequent revisions thereto.

Such replacement shall be carried out without disruption to PDS operations.

ensuring continuity of service at all field locations, and without any additional financial implication to the Department.

The Agency shall also ensure seamless migration of data, configuration, and application software from the replaced device to the new device, along with necessary testing and certification, so as to maintain compliance with the e-PDS framework and operational requirements.

20. The Bidder shall provide necessary support to develop / upgrade devices and customization of client applications for integrating Digital Weighing Scales, IRIS Scanners, Digital payments etc at each F.P. Shops of the State with the additional features at no additional cost to the Department.
21. Any future hardware upgradation in the e-POS devices, the additional cost as per actual expenses will be borne by the bidder.
22. All the existing ePOS devices shall be upgraded to support 4G/5G network technology.
23. In the event that any new e-POS device is made operational during the contract period, the Service Provider shall deploy, operate, maintain, and support such devices at no additional cost to the Food Civil Supplies & Consumer Affairs Department. All expenses related to installation, commissioning, operation, maintenance, replacement, connectivity, manpower, and other associated charges shall be borne entirely by the Service Provider. No extra service charge or additional claim shall be entertained by the Department for such devices during the currency of the contract.

5.2 Other services for the empaneled Agencies:

- i. Regular monitoring of all transactions at FPS level.
- ii. To provide AADHAAR RD Services compatibility pertaining to GL-11 devices deployed in field for the contract period.
- iii. To make all transaction data/records available in the portal of the Food, CS & CA Department and Government of India portals as per the directions of the FCS &CA Department
- iv. To use Aadhaar platform or other modes like OTP for bio-metric authentication of beneficiaries through finger print scanner/ IRIS scanner;
- v. To make changes to the existing system as required by Food CS &CA Department on an on-going basis to ensure smooth functioning of the system.
- vi. To maintain performance and upkeep of the system and ensure there are no hiccups during distribution;
- vii. To maintain existing e-POS application (client end) based requirements as per the FCS &CA department;
- viii. To ensure that e-POS supports offline mode capabilities with ability to sync the transactions data as and when connectivity is resumed.
- ix. To ensure manual update of e-POS data files to FPS automation database, updating correspondence report, external interfaces and MIS/ Dashboard. These data files would be exported from e-POS modules when no data connectivity is available for long durations and hence disabling e-POS to synchronize with FPS automation server.
- x. To ensure that e-POS has restricted access, and no applications can be used or installed unless agreed upon by the FCS&CA department. Also, no data is shared with third party without permission from FCS&CA Department;
- xi. To ensure that the e-POS devices, application software functionalities and any other components, equipment, peripherals involved in implementation of solutions meet

the guidelines brought out jointly by UIDAI, Indian Banks' Association, NPCI and Institute for Development and Research in Banking Technology and available at <http://uidai.gov.in/financial-inclusion/microatmstandards.html> or standards issued by IDRBT, UIDAI, RBI, IBA, Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above referred authorities;

- xii. To ensure that e-POS supports mechanism for Aadhaar / Mobile seeding and addition of Proxy/Nominee as per the requirements in the document;
- xiii. To ensure that guidelines of the Ministry for FPS Automation shall be followed strictly.
- xiv. To be independently and exclusively responsible for all forms of testing and would follow a formal defect tracking system (Bugzilla).
- xv. To be responsible for managing all the updates on e-POS and MIS as suggested by the FCS & CA Department to improve the existing solution.
- xvi. The System Integrator (SI) shall conduct a site survey of all Fair Price Shop (FPS) locations and collect the GPS coordinates. Based on the survey findings, the SI shall mandatorily provide, install, and maintain two active SIM cards of different telecom service providers with the best available network connectivity for each e-POS device to ensure seamless online operation at all times. All costs related to SIM cards, data plans, connectivity, replacement, and maintenance shall be borne entirely by the SI throughout the contract period.
- xvii. Any other as per requirement of FCSCA Department communicated from time to time.

5.3 Role & responsibilities of the Department:

- i. The Department shall evaluate the proposals / technical proposals received against this RFP and empanel eligible Agency / Agencies as System Integrator. The decision of the Department in respect to selection of State Nominee is final and binding for all.
- ii. FCS&CA Department reserve 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 ground for such action.
- iii. Without incurring liabilities, what so ever to the affected bidder or bidders, the FCS&CA Department reserves the right to:
 - a. Amend, modify, or cancel this tender and to reject any or all proposals without assigning any reason.
 - b. Change any of the scheduled dates stated in this tender.
 - c. Reject proposals that fail to meet the tender requirements.
 - d. Remove any of the items at the time of placement of order.
 - e. Increase or decrease no. of resources supplied under this project.
 - f. Should the Purchaser be unsuccessful in negotiating a contract with the selected bidder, the Purchaser will begin contract negotiations with the next best value bidder in order to serve the best interest.
 - g. Make typographical correction or correct computational errors to proposals
 - h. Request bidders to clarify their proposal.
- iv. FS&CA Department will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined above.

- v. FCS&CA Department shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the Basis of Technical and Commercial Evaluation to the proposed Project. On this basis the contract agreement would be finalized for award & signing.
- vi. Upon notification by the Food, Civil Supplies & Consumer Affairs (FCS&CA) Department that a bidder's proposal has been accepted, the Department shall issue letter of acceptance (LOA)/Work Order. Thereafter, upon receipt of the Performance Guarantee from the successful bidder, a formal Agreement shall be executed between the Department and the successful bidder.
The Agreement shall incorporate and be governed by the relevant provisions of the RFP, pre-bid clarifications, corrigenda/addenda, the proposal submitted by the successful bidder, and any other terms and conditions mutually agreed upon.
A Master Service Agreement (MSA) shall be executed covering the entire project duration and total contract value, and shall remain valid for the full period of the project unless terminated earlier in accordance with the terms of the Agreement.

6. GENERAL TERMS & CONDITIONS (PART-V)

6.1 Eligibility for participating the RFP:

Sl	Criteria
1	<p>Bidder must be an individual company registered in India under The Companies Act, 2013 and should have been in existence in India for at least 5(five) years prior to the date of issue of this RFP. Consortiums are not allowed. If the OEM is bidding directly, it must submit a copy of the Company's registration certificate.</p> <p>If bidder is other than OEM, Bidder need to submit the following:</p> <ol style="list-style-type: none"> 1. Copy of the Company's Registration Certificate (Bidder). 2. Copy of the OEM Company's Registration Certificate. <p>The OEM Company should also be registered in India under the Companies Act, 2013.</p>
2	<p>The bidder may participate in the tender either as an Original Equipment Manufacturer (OEM) or as an Authorized Partner of the OEM.</p> <ol style="list-style-type: none"> i. In case the bidder is an OEM, the bidder shall submit a declaration on the OEM's letterhead confirming that it is the manufacturer and/or brand owner of the GL-11 e-POS device proposed under the tender. ii. In case the bidder is an Authorized Partner and not the OEM, the bidder shall submit a valid Manufacturer's Authorization Form (MAF) issued by the OEM on the OEM's letterhead authorizing the bidder to participate in the tender and confirming that the OEM is the manufacturer and/or brand owner of the GL-11 e-POS device proposed under the tender. iii. Since the scope of work includes supply of hardware, software integration/customization, manpower deployment, SIM card/connectivity services, operation, maintenance, and other related support services, participation shall be allowed for both OEMs and their Authorized Partners. iv. In the event an OEM participates directly in the tender, its Authorized Partner(s) may also participate independently, provided that each bidder submits a separate bid and fulfils all eligibility, technical, and commercial requirements specified in the tender document.

3	<p>The bidder should have an average annual turnover of at least Rs. 50, 00, 00,000 (Fifty Crores Only) during the last 03 (Three) financial years.</p> <p>If the OEM is bidding directly, CA certificate confirming the average annual turnover of the OEM Company during the last 03 (Three) financial years, must be submitted for 2022- 23, 2023- 24, and 2024- 25 (applicable for all).</p> <p>If bidder is other than OEM , Bidder need to submit the following:</p> <ol style="list-style-type: none"> 1. CA Certificate confirming the average annual turnover of the bidder during the last 03 (Three) financial years for 2022- 23, 2023- 24, and 2024- 25 (applicable for all). 2. CA Certificate confirming the average annual turnover of the OEM Company during the last 03 (Three) financial years as mentioned above.
4	An independent agency without having proper OEM authorization Certificate, if participated in the bidding process, the entire bid shall be summarily rejected.
5	Copy of Valid ISO 9001:2015 and CMMI level 3 or above certificate is required to be submitted Certified by Authorized Signatory.
6	The participating Agency should not have been blacklisted by any Central/ State Govt. Department/PSUs. In this connection, an affidavit as per Annexure - "E" duly attested by the Notary Public is required to be submitted in support thereof.
7	Any sister concern(s) of the participating Agency applying against the same RFP, would lead to disqualification. Sister concern means a company, Society, partnership firm or proprietorship having one or more common person as Director/ partner/ member /owner.
8	The participating Agency shall be an Income Tax Assesses. In support of this, attested copy of Permanent Account Number and Income Tax Return of preceding 03 (three) financial years for 2022- 23, 2023- 24, and 2024- 25 are required to be submitted.
9	Unregistered partnership firm shall not be eligible for participation in the tender. The participating Agency should submit copy of registered partnership deed in case of partnership firm or Certificate of Registration issued by Appropriate Authorities in case of limited company/ Private Limited Company/Society/Cooperative Society etc.
10	Department may amend any of the conditions, as may be desired and if such an amendment is absolutely necessary and that will be made available on the website meghalayatenders.gov.in .
11	Minors are not eligible to participate in the RFP.
12	RFP is not transferable. Agencies should sign with seal on all pages of the RFP Form.

The participating Agency shall have to upload scanned copies of duly signed & Notary attested copies (whichever is applicable) of the following documents in the Folders

- Sub Category under 'My Document' as specified in the Information & instruction Section as obligatory part of the Technical Proposal.

- a. RFP Document downloaded from the State e-Proc. Portal (Mandatory for all Agencies).
- b. Copy of Resolution passed by the Appropriate Authority of the Company / Agency for participating the RFP (Mandatory for all Agencies).
- c. Copy of valid Certificate of Incorporation in case of Limited Company / Private Limited Company/ Cooperative Society/ Society and Partnership Deed in case of Partnership Firms (as the case may be).

- d. Copy of valid GST Registration (Mandatory for all Agencies).
- e. Copies of Income Tax Returns for preceding 03 financial years ending 2022-23, 2023-24, and 2024-25 (Mandatory for all Agencies).
- f. Copies of Audited Balance Sheets along with P & L Account for preceding 03 financial years ending 2022-23, 2023-24, and 2024-25 (Mandatory for all Agencies).
- g. Copy of PAN Card of the participating Agency (Mandatory for all Agencies).
- h. Power of Attorney in Original, incase this tender document signed by the authorized signatory.
- i. Copy of Average Annual turnover for the Firms/ Bidders for more than Rs 50.00 Crore during the last from for last 03 Financial Years ending with FY: 2022-23, 2023-24, and 2024-25 (applicable for all). (Mandatory for all Agencies/ Certified from charter Accountant with Authorized Seal and signature shall be submitted).
- j. Documental proof in respect to Experience in similar type of Operation and maintenance of e-POS devices to Govt Department, worth minimum Work Order value of Rs 1.00 Crore (in at least one project) in last 03 financial years ending with FY: 2022-23, 2023-24, and 2024-25 . (Mandatory for all Agencies).

Scanned copies (PDF Format) of above documents shall also be carefully uploaded in the relevant Folders-Sub-Category under 'My Document' as specified in the Information & instruction Section with 200dpi scan resolution.

6.2 The following documents also to be uploaded during real time submission:

- Scanned copy (PDF Format) of the EMD / RFP Security instrument, converted in to PDF to be uploaded in the Technical Proposal part.

6.3 Notarization/ Proposal Language/ Translation of Documents:

- a. All above mentioned documents duly attested by Notary Public must be submitted (except RFP Document). Un-attested copies of such document will not be considered valid.
- b. All attested document must be submitted in English language.
- c. All documents relating to the Tender shall be English language only. Where-so-ever the participating Agency is forced to upload a document in any other language, he has to get a translation of the said document from a designated authority (Notary Public etc.), and must upload a multi-page PDF document comprising of the document in vernacular language followed by English translation.



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6.4 Submission of Original documents to the Food, CS & CA Department:

- a. The participating Agency should take the print outs of **Annexure- "A to H"** (in Non- Judicial Stamp Paper wherever applicable), relevant Columns to be filled up, put ink signature with Stamp & get authenticated by Notary Public and shall have to send originals to the Director, Food CS &CA, Horse Shoe Building, Room, ground Floor, Lachauiere Shillong in sealed envelope.
- b. Sealed envelope along with **Annexure- "A to H"** superscripted as Annual Maintenance Contract (AMC) for Operation, Maintenance and Other services of e-POS Devices installed at Fair Price Shops in Meghalaya State' and should reach the "Office of the Director, Food Civil Supplies & Consumer Affairs, Horse Shoe Building, ground Floor, Lachauiere Shillong", e-POS positively before the last date & time of submission.
- c. Proposals received on-line without EMD / Tender Fee and **Annexure- "A to H"** shall not be considered for RFP opening. The authority will not be liable for any Postal delay (if sent through postal/ courier) and such proposals will be summarily rejected.
- d. Extraneous term and condition: The participating Agency should accept all the term condition of the RFP unconditionally and if they impose any extraneous term condition or offer any conditional discount, tendering authority reserves the right to declare the proposal informal.
- e. If any of the required documents are not uploaded in the specified Folders of "My Document" section of the Portal, tendering authority reserves the right to declare the incomplete proposal as 'Informal' or may ask to furnish wanted documents after opening of RFP, as deemed appropriate. Besides this, the department reserves the right to seek any additional information/document in any stage after opening of the RFP.

6.5 Tender fee, Earnest Money / RFP Security:

- (a). The Tender fee of Rs 25,000/- (Rs. Twenty-Five Thousand) and Earnest Money Deposit (EMD) of Rs.25,00,000.00 (Rs. Twenty-Five lakh) shall have to be deposited in favour of "The Director, Food, Civil Supplies & Consumer Affairs, Government of Meghalaya" through the State Government e-Procurement Portal (<https://meghalayatenders.gov.in>) Scanned copy of the Demand Draft (DD) have to be uploaded along with the documents in the e-procurement portal.
- (b). The original Demand Draft must be submitted to the office of the undersigned on or before the last date of bid submission. Non-submission of the original DD shall result in rejection of the bid.
- (c). The Department reserves the right to reject any proposal not in conformity with the provisions of the RFP.
- (d). The EMD of unsuccessful Agency shall be refunded only after finalization of the RFP qualification process.



- (e). In case of the successful Agency, the amount of EMD may be adjusted in arriving at the amount of the performance Guarantee, or refunded if the successful proposer furnishes the full amount of performance security.
- (f). The Proposal security deposit lying with the department in respect of other tenders awaiting approval or rejected or on account of contracts being completed will not be adjusted towards Proposal security for the fresh tenders. The Proposal security may, however, be taken into consideration in case tender are invited for the same item.
- (g). No interest will be paid on RFP Security by the Food, CS & CA Department.

6.6 Tender Fee:

- (a). Interested Agencies intending to participate in the RFP shall submit a non-refundable Tender Fee of Rs. 25,000.00 (Rupees Twenty-Five Thousand only) in favour of "The Director, Food, Civil Supplies & Consumer Affairs, Government of Meghalaya."
- (b). The Tender Fee shall be paid through a Demand Draft (DD), and a scanned copy of the DD must be uploaded on the State Government e-Procurement Portal (<https://meghalavatenders.gov.in>) as part of the online bid submission. The original copy of the Demand Draft shall be submitted to the office of the undersigned on or before the last date of submission.

6.6.1 Performance Guarantee (PG):

- (a). The successful Agency shall also have to furnish a "Performance Guarantee" @ 2% of the work value within 07 working days from the date of receipt of LoI issued by the department. The Department shall issue Work Order only after receipt of the PG instrument. The Performance Guarantee Amount (Security Deposit) to be deposited may be in the form of Bank Guarantee:
- (b). Demand Draft / Bankers Cheque from any Scheduled Bank guaranteed by RBI only having Branch at Shillong showing deposits in the name of "The Director, Food, CS & CA, Govt. of Meghalaya".
- (c). Bank Guarantee of a scheduled Bank having Branch at Shillong. It should get verified from the issuing Bank. Other conditions regarding Bank guarantee shall be as same as mentioned in the Proposal security format.
- (d). Performance Guarantee deposited by the successful Agency would be released by the Department only after completion of the Contract Period and on receipt of written request.

6.7 Forfeiture Of EMD / RFP Security

- (a). The RFP Security shall be forfeited in the following cases:
- (i). When the participating Agency withdraws or modifies its Proposal after opening of RFP.

- (ii). When the participating Agency does not execute the agreement within the specified period for participating in the Rate Quotations to be invited by the Department periodically during the contract period.
- (iii). When the participating Agency does not deposit the Performance Guarantee within specified period; and If the participating Agency breaches any provision of code of integrity prescribed for Agencies specified in the RFP or its related Rules and Acts.

6.8 Forfeiture Of Performance Guarantees (PG):

When the empaneled Agency fails to discharge their contractual obligation during the period or the Food CS &CA Department, Govt of Meghalaya incurs any damaged due to Bidder's negligence in carrying out the project implementation as per the agreed terms and conditions.

6.9 Guarantee Clause:

The participating Agency shall give guarantee to agree with terms and condition of the RFP and shall constitute sufficient grounds for the annulment of the awards, in which events Food CS &CA 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 FCS &CA Department shall invoke the PBG of the most responsive bidders and /or initiate action as per Bid security declaration.

6.10 Signing of RFP Documents:

- a) No paper should be detached from the RFP document.
- b) The participating Agency shall sign with seal on every document he/she is going to submit /upload as a part of Technical Proposal (except RFP Document).
- c) Any change or insertion of any other condition or stipulation in the above terms of supplies are not allowed and if so found, shall render the tender to the rejection without notice.

6.11 Opening of RFP:

- (a). Proposals will be opened online. The opening date and time is mentioned in the RFP. If opening schedule gets changed, revised schedule will be displayed in the office notice board of the undersigned and will also be reflected in website (<http://meghalayatenders.gov.in>).
- (b). Agencies whose Technical Proposals will be found satisfactory and conforming to the eligibility criteria mentioned in the RFP document, will only be considered for financial evaluation.
- (c). Agencies may track RFP opening on-line, in the e-procurement portal at <http://Meghalayatenders.gov.in>. However, Agencies or their authorized representatives may remain present at the RFP opening in Directorate at Horse Shoe Building, Room, ground Floor.Jachaumiere Shillong, at the pre-

announced schedule.

6.12 Submission, Modification & Withdrawal of Proposals:

- a) A participating Agency may withdraw, substitute, or modify its proposal after it has been submitted in accordance with the online procedure or submission i.e. till last date of RFP.
- b) No proposal shall be withdrawn, substituted or modified after the last time and date fixed for receipt of proposals as prescribed in www.meghalayatender.gov.in.

6.13 Proposal Period/Period of Contract:

- a. The proposal shall remain open for acceptance for a period of 180 days from the date of opening of RFP. If any participating Agency withdraws his Proposal before the referred period or makes any modification in the terms & conditions of the Proposal which are not acceptable to the Department, then without prejudice to any other right or remedy, the Department, be at liberty to forfeit the EMD / RFP Security amount. Further, the participating Agency shall not be allowed to participate in the incoming RFP / e-Tender / EoI of the Department, if any.
- b. The Department evaluate the proposals received against this RFP and may empanel the eligible Agency / Agencies for 'OPERATION, MAINTENANCE AND OTHER SERVICES of E-POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years as per requirement of the Department. The empanelment may be extended further for 24 (twenty-four) months at the sole discretion of the Food CS&CA Department.

7. Service Level Agreement (SLA) – Annual Maintenance Contract (AMC)

7.1 Purpose

This Service Level Agreement (SLA) shall form an integral part of the Contract between the Department of Food, Civil Supplies & Consumer Affairs (FCSCA) and the Selected Bidder for the Annual Maintenance Contract (AMC) of existing e-PoS devices deployed at Fair Price Shops (FPSs).

The SLA defines the performance standards, maintenance obligations, uptime requirements, and support services to be provided by the Bidder. Compliance with the SLA parameters shall be mandatory and shall form the basis for payment release and penalty determination.

7.2 Scope of AMC Services

Under the AMC, the Selected Bidder shall be responsible for:

- a) Corrective maintenance of all existing e-PoS devices within the awarded Area of Operation.
- b) Repair and/or replacement of defective components or complete devices where required.
- c) Maintaining adequate spare inventory to meet SLA timelines.

- d) Conducting preventive maintenance as per approved schedule.
- e) Providing centralized Helpdesk support during defined working hours.
- f) Logging, tracking, resolving, and reporting all incidents.
- g) Ensuring operational continuity of devices for PDS transactions.

No fresh supply, new deployment, or system implementation services are included under this AMC unless specifically approved in writing by the Department.

7.3 Performance Review Mechanism

- a) Quarterly Performance Reviews shall be conducted throughout the AMC period.
- b) Review Meetings shall be convened under the aegis of the Commissioner & Secretary, FCSCA Department, or a designated officer.
- c) The review agenda shall include:
 - (i). Device uptime and availability performance
 - (ii). Incident response and resolution compliance
 - (iii). Preventive maintenance adherence
 - (iv). Helpdesk performance
 - (v). Repeat failure analysis
 - (vi). SLA breaches and penalty assessment
- d) Representatives from District/Sub-Divisional FCSCA offices shall provide field-level performance inputs for SLA verification.
- e) Additional meetings may be convened as deemed necessary by the Department.

7.4 Definitions (Applicable to AMC)

For SLA monitoring purposes:

- (a). **Availability:** Operational readiness of the e-PoS device during defined working hours.
- (b). **Uptime:** Time during which the device remains functional and capable of processing PDS transactions.
- (c). **Downtime:** Time during which the device is non-functional, excluding approved preventive maintenance.
- (d). **Incident:** Any malfunction, complaint, or abnormality affecting device performance.
- (e). **Response Time:** Time from incident logging to initiation of technical action.
- (f). **Resolution Time:** Time taken to fully restore device functionality.
- (g). **Preventive Maintenance:** Scheduled servicing to prevent breakdowns.
- (h). **Working Hours:** 8:00 AM to 8:00 PM on all working days unless otherwise notified.

7.5 Service Level Parameters (AMC)

7.5.1 Helpdesk Availability (Helpdesk services must be multilingual (English, Khasi, Garo, etc.))

Parameter	Baseline	Low Breach	Medium Breach	High Breach
Helpdesk availability (8 AM – 8 PM on working days)	100% availability	Not available < 1 day	1–2 days	> 2 days

7.5.2. Incident Response Time

Parameter	Baseline	Low	Medium	High
Response Time from complaint logging	Within 4 working hours	>4-6 hrs	>6-8 hrs	>8 hrs

7.5.3. Incident Resolution Time (Corrective Maintenance)

Parameter	Baseline	Low	Medium	High
Resolution/Repair/Replacement	Within 48 working hours	>48-60 hrs	>60-72 hrs	>72 hrs

If resolution is not feasible within the stipulated time, a standby device shall be provided to ensure uninterrupted FPS operations.

Incident resolution within the defined SLA shall include both remote and on-site support. The Bidder shall first attempt to resolve incidents through remote diagnostics and support mechanisms.

However, in cases where the issue cannot be resolved remotely, the Bidder shall ensure on-site intervention within the stipulated resolution timeframe.

The Resolution/Repair/Replacement time (within 48 working hours) shall be considered as the total time taken from incident logging to complete resolution, irrespective of whether the resolution is achieved remotely or through on-site support.

Critical incidents impacting FPS operations shall be prioritized and attended to on an urgent basis; however, the overall resolution timeline shall remain within the stipulated 48 working hours.

7.5.4. Device Uptime (Per FPS)

Parameter	Baseline	Low	Medium	High
Monthly Device Availability (8 AM-8 PM)	≥95%	≥92% . <95%	≥90% <92%	<90%

Approved preventive maintenance downtime shall be excluded from downtime calculation.

7.5.5. Preventive Maintenance Compliance

Parameter	Baseline	Low	Medium	High
Scheduled Preventive Maintenance Visits	100% compliance	95- 99%	90-95%	<90%

Preventive maintenance shall include:

- (a). Device health check
- (b). Biometric sensor cleaning
- (c). Printer testing
- (d). Connectivity check
- (e). Battery health inspection
- (f). Software diagnostics


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Preventive maintenance shall be carried out at least once every six months. However, the exact schedule (quarterly/half-yearly) may be finalized in consultation with the Department based on operational requirements.

Compliance shall be measured against the approved preventive maintenance schedule, and the Bidder shall ensure 100% coverage of all devices within the defined cycle, as per the criteria specified in the Tender Document.

7.5.6. Security Incident Handling

Parameter	Baseline	Low	Medium	High
Security incident containment	Within 6 working hours	>6-8 hrs	>8-10 hrs	>10 hrs

Immediate damage control and mitigation measures shall be initiated upon reporting.

Security incident handling under the scope of this tender shall include both device-level security issues (such as device compromise, unauthorized access, malware, tampering, etc.) and application/system-level incidents impacting the functioning of the solution.

However, data breaches involving backend systems, central databases, or infrastructure not under the direct control of the Bidder shall be excluded from the Bidder's responsibility, unless such incidents are directly attributable to the Bidder's systems, services, or negligence.

The Bidder shall be responsible for timely detection, reporting, and containment of all security incidents within the defined SLA timelines (i.e., within 6 working hours for baseline compliance).

The Bidder shall also ensure proper incident logging, root cause analysis (RCA), and submission of incident reports to the Department within a reasonable timeframe.

7.6. Replacement of Non-Repairable / End-of-Life (EOL) Devices

In the event that any e-PoS device is declared non-repairable, End-of-Life (EOL), or obsolete due to technological advancements, statutory or security changes, or enhancements mandated by the Government of India or the Department, the Agency shall replace such device with a new device of equal or higher technical specifications.

The replacement device shall:

- Conform to latest technical and security standards prescribed by the Department/GoI.
- Be fully compatible with the existing FPS Automation system.
- Be deployed within the SLA-defined resolution timeline.

The cost of replacement shall be borne by the Agency under AMC, except in cases of force majeure or verified deliberate damage by FPS personnel.

7.7. SLA Measurement and Payment Linkage

- a) Monthly AMC payments shall be subject to SLA compliance.
- b) Breach levels shall attract penalties as defined under the Penalty Clause of this RFP.
- c) Persistent or repeated High-level breaches may lead to termination of the Contract after due notice.

7.8. External Factors (Exclusions)

The following shall not be considered SLA breaches, subject to verification:

- (a). Natural disasters (floods, storms, earthquakes, etc.)
- (b). Aadhaar authentication server downtime
- (c). ISP or telecom connectivity failures beyond bidder's control
- (d). Device switched off by FPS dealer during working hours

Such exclusions shall be subject to approval by the Department.

8. Penalty and Recovery Provisions (AMC)

8.1 Linkage of Payment to SLA Compliance

- a) The Bidder shall be paid the AMC amount in INR strictly in accordance with the Payment Terms and Conditions of the Contract, subject to compliance with the Service Level Agreement (SLA) parameters defined in this RFP.
- b) All payments shall be subject to verification and certification of performance, availability, uptime, and maintenance compliance by the Department.
- c) Penalties arising out of SLA breaches shall be deducted from the amount payable to the Bidder as per the Payment Terms and Conditions of the Contract.
- d) In the event that the penalty amount exceeds the amount payable to the Bidder, the Department shall have the right to recover the excess amount from:
 - (i). Pending payments;
 - (ii). Performance Guarantee (PG);
 - (iii). Security Deposit; or
 - (iv). Any other lawful means as deemed appropriate by the Department.

8.2 SLA Breach – Penalty Matrix (AMC Phase)

8.2.1 Availability of Centralized Helpdesk Services

Helpdesk shall remain operational on all working days from 8:00 AM to 8:00 PM.

Breach Category	Condition	Penalty (INR)
None	Full compliance	No Penalty
Low	Not available continuously up to 24 hours	1,000 per incident
Medium	Not available continuously for 24–48 hours	2,000 per incident
High	Not available continuously for more than 48 hours	5,000 per incident + 500 per additional 24 hours

8.2.2 Incident Resolution – Client Site Support

The e-PoS device must remain fully operational. In case of malfunction affecting business transactions, repair or replacement must be completed within stipulated timelines.

Breach Category	Resolution Timeline	Penalty (INR)
None	Within 48 working hours	No Penalty
Low	>48 hours but ≤60 hours	100 per incident
Medium	>60 hours but ≤72 hours	200 per incident
High	>72 hours	500 per incident + 100 per day thereafter

8.2.3 Device / Application Availability (If Covered Under AMC)

Availability shall be calculated during defined working hours, excluding approved planned outages.

Breach Category	Availability Level	Penalty (INR)
None	≥95%	No Penalty
Low	≥92% but <95%	500
Medium	≥90% but <92%	1,000
High	<90%	1,500 + 500 per additional percentage drop

8.2.4 Remote Monitoring System Availability (If Applicable)

Breach Category	Availability Level	Penalty (INR)
None	≥95%	No Penalty
Low	≥92% but <95%	500
Medium	≥90% but <92%	1,000
High	<90%	1,500 + 500 per additional percentage drop

8.2.5 Security Incident Management

Level-I incidents include virus attacks, denial of service attacks, unauthorized access, data compromise, device theft, or similar security breaches.

Breach Category	Resolution Time	Penalty (INR)
None	Within 6 working hours	No Penalty
Low	>6 but ≤8 hours	5,000
Medium	>8 but ≤10 hours	10,000
High	>10 hours	25,000 + 1,000 per additional hour

Every confirmed Level-I security incident shall attract a minimum penalty of INR 5,000.

8.3 Cumulative Breach and Termination

- a) Repeated High-level breaches for three (3) consecutive review periods may result in:
 - b) Withholding of payments;
 - c) Invocation of Performance Guarantee;
 - d) Termination of Contract.
 - a. In case of termination due to default, the Department may engage another agency at the risk and cost of the defaulting Bidder.
 - b. All additional expenditure incurred shall be recoverable from the Bidder.

8.4 Waiver of Penalty in Exceptional Circumstances

In cases where SLA non-compliance occurs due to circumstances beyond the control of the Bidder, including but not limited to natural calamities, severe connectivity disruptions, or force majeure events, the Secretary (FCSCA), upon written representation supported by documentary evidence, may consider waiver or relaxation of penalty at his/her sole discretion.

Such waiver shall not constitute a precedent.

8.5 Final Authority of the Department

The decision of the Department regarding:

- (a). Classification of SLA breach;
- (b). Calculation of penalty;

- (c). Invocation of recovery provisions;
- (d). Grant of waiver;
- (e). Termination of Contract

shall be final and binding on the Bidder and shall be exercised in the larger public interest to ensure uninterrupted functioning of the Public Distribution System (PDS).

10. Payment of Bills:

- a. After the completion of the tender process, an agreement has to be executed between Department of Food Civil Supplies and Consumer Affairs Government of Meghalaya and the successful L1 bidder and subsequently Work Order will be issued from the concerned office.
- b. The successful bidder shall undertake a comprehensive service and performance check-up of all e-POS devices installed at the Fair Price Shops (FPSs) across the State. The service check-up shall, at a minimum, include verification of hardware functionality, peripherals (biometric device, printer, battery, etc.), software version compliance, connectivity, security features, and overall operational readiness of the device.
The service check-up shall be completed within the timeline prescribed by the Department from the date of issuance of the Work Order. Any deficiencies, faults, or non-compliance observed during the check-up shall be rectified by the bidder at no additional cost to the Department.
Upon successful completion of the service check-up and rectification of all identified issues, the successful bidder shall submit a Performance Certificate, duly certified by the designated officer of the Department. Submission and acceptance of the Performance Certificate shall be a mandatory condition for the release of the first instalment/payment to the bidder.
- c. Fifty percent (50%) of the total contract value shall be released after submission of the Performance Certificate, duly certified by the designated officer of the Department, confirming successful completion of the initial service and performance check-up of all e-POS devices.
- d. Twenty percent (20%) of the total contract value shall be released after completion of one (1) year from the date of commencement of AMC, upon submission of a satisfactory AMC performance report for the first year, duly certified by the designated officer of the Department.
- e. Ten percent (10%) of the total contract value shall be released after completion of two (2) years, upon submission of a satisfactory AMC performance report covering services rendered during the second year, duly certified by the designated officer of the Department.

- f. Ten percent (10%) of the total contract value shall be released after completion of three (3) years, upon submission of a satisfactory AMC performance report covering services rendered during the third year, duly certified by the designated officer of the Department.
- g. Ten percent (10%) of the total contract value shall be released after completion of four (4) years, upon submission of a satisfactory AMC performance report covering services rendered during the fourth year, duly certified by the designated officer of the Department.
- h. Payment shall be released by the Food CS&CA Department on receipt of the bills complete in all aspect supported by statutory documents.

11. Acceptance of the Proposals:

- a) The intending Agencies shall read all the terms and conditions carefully before submitting the Proposal.
- b) The Department does not bind itself to accept any Proposal and reserves the right to reject any or all of the Proposals received without assigning any reason. All Proposals in which any of the prescribed conditions is not fulfilled by the agencies shall be summarily rejected. Any conditional Proposal shall also not be entertained.
- c) The Department shall evaluate the proposals received against the RFP in the light of Company Profile, manufacturing facility & standards, Awards & recognitions, Experience certificate etc. for selection of System Integrator during the contract period.
- d) Selection of System Integrator is the prerogative of the Department and can't be call into question.

11.1 Rate Offers:

- a. The Bidder must have to offer a single rate for all the ePOS devices. In case, any State Nominee didn't quote any rate or rate not offered, his/her Proposal shall stand rejected and RFP Security / PG amount will be forfeited.
- b. The rate shall be quoted inclusive of all applicable Taxes, Railway/Road Freight and all other applicable transportation, handling, service charges & other charges, if any. The Rates should be indicated at the space provided in the 'Rate Quoting Schedule' (BOQ in MS Excel sheet) whenever rate offered invited by the Department. The rate quoted shall be in Indian Rupees and the Department is not responsible for any fluctuation of prices (including all incidental expenses) either in International Market or Domestic Market and no request or representation for revision of rate will be entertained.
- c. Rate shall be quoted only as per prescribed 'Rate Quoting Schedule' (BOQ in MS Excel sheet). The State Nominee shall download the BOQ file from the e-procurement website meghalayatenders.gov.in. All cells of the BOQ will be protected except the fields Agencies name & rate and these fields only shall have to be filled in by the Agencies. The BOQ document shall contain bundled macros which shall have to be enabled for calculation and figure to word conversion of quoted rate automatically.



12. Negotiation:

- a. Food CS&CA Department reserves the right to negotiate the rate if felt extremely necessary.
- b. Food CS&CA Department reserves the right to award the supply in full to L1 State Nominee. In case the L1 Bidder fails to execute the contract, the Department reserve the right to engage L2 or L3 Agencies at approved L1 rate, subject to approval of the Departmental Authority.
- c. Food, CS&CA Department reserves the right to reject any or all the Rate Offers without assigning any reasons whatsoever and the decision of the Director, Food, CS&CA in this regard shall be final and binding on the State Nominee and cannot be called into question.

13. Compliance with the Code of Integrity & No Conflict of Interest:

Any person participating in a procurement process shall:

- a) Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;
- b) Not misrepresent or omit misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;
- c) Not indulge in any collusion, Proposal rigging or any-competitive behavior to impair the transparency, fairness and progress of the procurement process;
- d) Not misuse any information shared between the procuring Entity and the Agencies with an intent to gain unfair advantage in the procurement process;
- e) Not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any part or to its property to influence the procurement process;
- f) Not obstruct any investigation or audit of a procurement process;
- g) Disclose conflict of interest, if any; and
- h) Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring entity.

14. Penalty on default/ Extension of time:

- a. In case of delay in execution of work, specified in this contract/ furnishing of deliverables, the bidder shall be liable to a penalty at 5% of the value of work order in respective phases, for delay of every two week, upto a maximum of 25%, after which the Food CS &CA Department shall be at liberty to cancel the award. For this purpose of this clause, part of a month shall be a full month.



- b. In case the supplier still fails to comply with the terms and conditions specified in the RFP documents even after 2nd week, the Department shall have the right to cancel the award of contract and make arrangements for the engagement of another bidder at the risk & cost of the defaulted supplier and the incidental charges incurred thereon on this account shall be deducted from the RFP Security / PG / due payments of the supplier. In addition to this, the Department shall also have the right to forfeit the Performance Guarantee Deposit of the supplier besides black- listing the Agency.
- c. Penalty provision as mentioned above for delayed in compliance of the terms and condition of the RFP will be applicable, but in exceptional circumstances and if it is sufficiently proved that the delay in supply is due to the circumstances beyond the control of the Bidder, extension of time will be granted at the sole discretion of Food, CS& CA Department.
- d. In the event of failure by the successful Agency (L1), the Food, CS &CA Department is at liberty and also reserves the right to engage other Agencies as mentioned in relevant clauses to ensure uninterrupted supplies. In such circumstances the differential cost, transport charges, incidental charges and other excess expenditure, if any, will be recovered from the successful Agency (L1). If the new rate is cheaper the benefit will not accrue to the unsuccessful supplier.
- e. Food, CS & CA Department reserves the right to charge penalty provision as mentioned above or withhold payment against any unsatisfactory performance by the engaged Agency without prejudices to other rights. The decision of the Food, CS& CA Department is final and cannot be called into question. The supplier is liable to reimburse/ compensate the Food, CS &CA Department or to third party for any loss, damage, injury, etc caused or arising out of the negligence of performance or any breach of contract.
- f. Not-with-standing anything contained in the terms and conditions of this tender, Food, CS&CA Department is the ultimate authority in deciding the recovery of penalty from the Agency taking into account the performance and future requirement of the Department in the larger interest of the uninterrupted PDS supply.

15. Blacklisting & recovery of losses:

In the event of failure by the State Nominee at any stage of execution of supply orders, the Earnest Money Deposit/ Performance Guarantee deposit will be forfeited a part from cancellation of award of contract and blacklisting of the State Nominee for 05(five) years for participation in any Tender / RFP / EOI / Rate Quotation of the State Government/ Department.

16. Termination of Contract on Breach of Conditions:

- a. In case the Supplier fails or neglects or refuses to faithfully perform any of the Covenants on his part herein contained, it shall be lawful for the Department to forfeit the amount deposited by the Supplier as Security deposit or PG and cancel the Contract.

- b. The Department reserves the right to terminate the Contract /Agreement either wholly or in part with / without any notice to the Supplier in case of delay in supply or in case performance of the Supplier is not satisfactory. The Supplier will not be entitled for any compensation whatsoever in respect of such termination of the Contract/ Agreement by the Department.

17. Sub-Letting:

The supply contract awarded should be executed by the successful State Nominee only and subletting any of the functions of any kind, appointment of any Business Associate for execution of the work under the contract is not permitted and will be a condition precedent to cancel the Agreement/ Contract. However, the successful State Nominee is allowed to appoint transporters / handling agents for transportation / handling by Road/ Rail.

18. Amicable Settlement:

The Parties shall use their best efforts to settle amicably all disputes arising during the work execution period.

19. Saving Clause:

No suit, prosecution or any legal proceedings shall lie against Proposal Inviting Authority or any person for anything that is done in good faith or intended to be done in pursuance of Proposal.

20. Dispute Resolution /Jurisdictions:

All disputes arising out of this RFP are subject to jurisdiction of competent Courts at Shillong, Meghalaya.

21. Conciliation:

In the event of any Dispute between the Department & the Successful Agency / State Nominee, either Party may call upon Special Secretary / Secretary, Food, CS&CA, Govt. of Meghalaya for amicable settlement, and upon such reference, the said dispute to be referred not later than 07(seven) days from the date of reference to the Special Secretary/Secretary, Food, CS&CA, Govt. of Meghalaya to discuss and attempt to amicably resolve the Dispute.

22. Arbitration:

- a. Any Dispute which is not resolved amicably by conciliation shall be finally decided by reference to arbitration by an Arbitral Tribunal. The venue of such arbitration shall be in Meghalaya and the language of arbitration proceedings shall be English.
- b. There shall be an Arbitral Tribunal of three (3) arbitrators, of whom each Party shall select one, and the third arbitrator shall be appointed by the two arbitrators so selected, and in the event of disagreement between the two arbitrators, the appointment shall be made in accordance with the Arbitration & Conciliation Act, 1996.

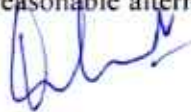
- c. The arbitrators shall make a reasoned award (the "Award"). Any Award made in any arbitration held shall be final and binding upon the parties as from the date it is made, and the Successful Agency and Food, CS & CA agree and undertake to carry out such Award without delay.

23. Force Majeure:

For the purpose of this Article, Force "Majeure" means any cause, which is beyond the control of the Successful Agency or Govt. of Meghalaya as the case maybe, which such party could not foresee or with a reasonable amount of diligence could not have foreseen, and which substantially affect the performance of the Contract, such as:

- a) War/hostilities.
- b) Riot or civil commotion.
- c) Earth Quake, Flood, Fire, Tempest, Epidemics, Lightning or other natural physical Disaster, which is beyond the control of the Successful Agency, which prevent or delay the execution of the order by the Successful Agency.

If a Force Majeure situation arises, the Successful Agency is required to promptly notify to The Director, Food, CS & CA in writing of such condition and the cause thereof within a period of seven (07) days from the date of happening of such an event requiring invocation of this force majeure clause. Unless otherwise directed by Food, CS&CA Department in writing, the Successful Agency will continue to perform its obligations under this supply order as far as is reasonably practical and shall seek all reasonable alternative means for performances of this order.



(S. Verma IAS)

Director

Food, CS&CA Department
Government of Meghalaya



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

ANNEXURES (PART-IV)

ANNEXURE- "A"

(OnRs.200/-non-judicial stamp paper duly attested by Notary public)

Bio-Data of the Agency

From:

Please affix
Passport size
photograph of the
Tenderer & sign
across the
photograph.

To
The Director,
Food, Civil Supplies & Consumer
Affairs, Government of Meghalaya,

Sir,

- a) I/We have gone through the RFP document for engagement of System Integrator / Agency for 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E-POS DEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years published by the Food, CS&CA Department, Government of Meghalaya & submitted Tender Fee of Rs. 25,000/- (Twenty Five Thousand) by way of DD and scanned copy submitted in the procurement portal. Original is submitted to the office of the undersigned before the last date of submission.
- b) I/We have carefully gone through the all of the terms & conditions, clauses, delivery schedules, Annexure(s) etc. of the RFP and do hereby declare to agree and abide by the all terms & conditions /clauses, as laid down in the RFP.
- c) I/We are submitting my/our proposal for ANNUAL MAINTENANCE CONTRACT (AMC) FOR 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E- POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years.
- d) By appointing as a State Nominee by the Department on the basis of delivery & other clauses mentioned in the RFP during the entire Contract Period.


Director,
Food, Civil Supplies and Consumer Affairs
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Detail information of my/our firm are as follows:

Sl.	Particulars	
1	Name and Address of the Agency / Company	
2	Telephone No. (Office / Factory)	
3	Mobile no. of the Authorized Signatory	
4	Email ID	
5	Constitution of firm (Company/ Society/ Partnership/ Proprietorship)	
6	Name of the proprietor/ partners/ Directors/ Members of the firm	
7	Trade License No. (issued by the Competent Authority)	
8	GST Registration No.	
9	Copy of Valid ISO9001:2015certificate	
10	Bank Account No. and Name and address of the Banker.	
11	Total Annual Turnover of preceding 03 financial years	
12	Proper OEM authorization Certificate	
13	Awards, recognitions, certifications available with the Company	
14	Particulars of Tender Fee deposits.	
15	Particulars of EMD / RFP Security Deposits	
16	Company profile (to attach in separate sheet)	
17	Particulars of Bank Solvency Certificate	

d) If the RFP is awarded to my/our firm, I/we are ready to deposit RFP specified performance guarantee as specified terms and conditions of the RFP.

e) I/We hereby declare that all information & documents provided by me/us along with this proposal are absolutely true to my/our belief.

Date:

Signature:

Name of the Agency & Address:



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

e-POS Device Technical Specification (Model: GL-11)**ANNEXURE- "B"**

(OnRs.100/- Non-judicial stamp paper duly attested by Notary public)

The details Specification of the e-POS devices installed at Fair Price Shops is given below:

Sl. No.	Description	Specifications
1	Processor	Secure Processor capable of performing at least 10 transactions per minute in laboratory environment (Each Transaction consists of 1. Perform Biometric Authentication of the PDS beneficiary with UIDAI server 2. Generate Encrypted pay load for maximal Sales data. 3. Store Encrypted transaction data in the local storage 4. Transmit the Encrypted transaction sales data to PDS server. 5. Remove the locally stored sales data only after getting acknowledgement from the server)
2	OS	Secure OS having an inbuilt web browser supporting HTML5, CSS3, Java Scripts. (Source code of OS shall be CC compliant at least EAL level 2 certified or OS hardened and tested by an independent lab with a declaration of equivalence to CC EAL2)
3	Memory	1GB or Higher RAM and 8GB or higher Flash memory
4	Expansion slot	Micro SD Slot to support SD card with minimum 8 GB high speed SD card
5	Communication	Should support 3G and above GSM/LTE Network with Wi-Fi, Ethernet, PSTN
6	Interface	Minimum of 3 nos of USB 2.0 or higher, 1 nos of OTG port, RS-232 (optional)
7	Display	3.5 inch or higher color TFT Display supporting QVGA (320 x240) or better resolution.
8	Key Pad	Physical QWERTY keypad
9	Battery	Swappable & Dry/Rechargeable 2600mAH or higher, Li-ion or Li Polymer battery capable of providing minimum 6 hours of operation while all function of device active.
10	Power Adaptor	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input.
11	SIM & SAM slot	Dual SIM slot and Dual SAM slots for software upgradation in device.
12	Printer	2" or higher Thermal / Non-Thermal Printer

Sl. No.	Description	Specifications
13	Audio (Optional)	Good quality Speaker with 1W or higher output for announcements.
14	Finger Print Scanner	STQC certified & RD 2.0 Complied Finger Print Module
15	IRIS Scanner	STQC certified & RD 2.0 Complied IRIS scanner Module (USB Plug & Play)
16	Smart Card (contact type) (Optional)	1 or 2 Number of Smart Card Reader & Writer (ISO 7816 Complaint & EMV Certified)
17	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status.
18	Other Accessories	Durable Carry Case and user manual etc.
19	SDK	Appropriate SDK need to be provided along with the devices
20	Terminal Management	Device should be remotely manageable in secured mode
21	Environment, Health & Safety Durability, Humidity, EMI/EMC Compliance	Dry heat test- Operating ($50 \pm 2^{\circ}\text{C}$ for 2 hrs) Cold test – Operating ($0 \pm 3^{\circ}\text{C}$ for 2 hrs) Dry heat test ($55 \pm 2^{\circ}\text{C}$ for 2 hrs) Damp heat Cyclic (40°C for (12+12 hrs)), No. of cycles : 2 Cold Test ($-10 \pm 3^{\circ}\text{C}$ for 2 hrs) Drop/Free Fall Test, in unpacked, switched off and normal handling conditions (Height : 100mm, Total no. of falls : 2) Vibration Test should be in packed condition, switched off conditions (10-150Hz, 0.15mm/2g, 10 sweep, cycles/axes) Bump test should be in packed condition, switched off condition.(1000Bumps, 40g, in vertical position)
22	Add-On Antenna	To be provisioned for the POS devices which will be used in remote locations and hilly areas for better signal reception and seamless transactions
23	Warranty	5 Years Warranty certificate from OEM
24	BIS Certification	Certificate to be submitted for the proposed device
25	Weight of Pos	Should not be more than 750 gms with 20 meter paper roll
26	Safety	CE or UL, RoHS(Restriction of hazardous substance)
27	I.P.	I.P. 51 compliance
28	Drop Test	1 meter drop test compliance



Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

1. Application Features

a) e-POS Device Application Features (Software)

- (i). Multilingual Application (English, Hindi and Local Language)
- (ii). Device authentication
- (iii). Dealers shall be acknowledging when stock is received.
- (iv). Dealers can maintain inventory details through the device.
- (v). When the citizen's ration card number is entered/ scanned, e-POS device will capture biometric and then verify it with Aadhaar (via AUA). Once Authentication is established, citizen's eligibility is retrieved from server. In case of any withdrawals during the month, net entitlement is calculated and sent to the device.
- (vi). FPS will provide requested ration and takes money from citizen.
- (vii). After transaction is completed, a receipt shall be printed.
- (viii). Using GPRS the confirmed transaction details will be transferred to the server.
- (ix). GPRS helps immediate transfer of data to the server for monitoring. In Case GPRS is not available, data is staged for later transfer i.e. whenever network is available again.
- (x). Reports (Product sales report, inventory report, Time report, etc.)



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

TECHNICAL UNDERTAKING**ANNEXURE- "C"**

(OnRs.100/-non judicial stamp paper duly attested by Notary public)

I/We have clearly understood all the terms and conditions of the RFP and agreement etc. and agree to undertake the ANNUAL MAINTENANCE CONTRACT (AMC) FOR 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E-POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years at the rate quoted by me/us against the Rate Quotation invited by the Food, CS & CA department and as per the annexure of tender document specifications prescribed by the Department.

I/We shall assure that I/We shall strictly abide by the terms and conditions of the Tender etc., and the instructions issued by the Director, Food, Civil Supplies & Consumer Affairs Department from time to time.

I/We hereby affirm that the Food, CS & CA Department is at liberty to take action against me/us as per the terms and conditions of RFP Document, if the above said statement proves to be wrong at any point of time.

Signature of the Agency

Date

Name of the Agency & Address



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

FINANCIAL UNDERTAKING

ANNEXURE- "D"

(On Rs.100/-non judicial stamp paper duly attested by Notary public)

- a) I/We have clearly understood all the terms and conditions of the RFP and agree to undertake the ANNUAL MAINTENANCE CONTRACT (AMC) FOR 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E-POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years as per specifications mentioned at Annexure-B of the RFP document if the job is awarded by Food, CS & CA Department.
- b) I/We shall assure that I/We shall strictly abide by the terms and conditions of the RFP, Agreement and future Rate Quotation of the Director of Food, Civil Supplies & Consumer Affairs Department, Meghalaya from time to time.
- c) I/We shall furnish the prescribed PG amount of 2% on the work value of the cost of the quantity for supply, within seven (7) working days of the receipt of LOI Issued by the Food, CS & CA Department.
- d) I/We are well aware of the forfeiture clause in the terms and conditions of the RFP and my/ our EMD stand forfeited if I/we fall to furnish the prescribed PG deposit and also enter into agreement within seven (07) working days of receipt of LoI from the Food, CS & CA Department informing us regarding acceptance of my/our proposal and I/we will strictly abide by the terms and conditions etc. as per the agreement. In the event of non-fulfillment of contract by me/us, my/our PG or any amount available with the Department is liable to be forfeited, award of supply contract stand cancelled besides blacklisting me/us.

Signature of the Agency:

Date:

Name & Address of the Agency



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

AFFIDAVITON BLACKLISTING

Annexure – “E”.

(OnRs.100/-Non judicial stamp paper duly attested by Notary public)

1. I, _____ S/o/W/o _____, aged ____ years, working as Proprietor/ Partner/ Director/ Authorized Signatory of M/S. _____ having its registered office at _____ do here by solemnly affirm and declare on oath as under:
2. That I am competent to swear this affidavit being the Proprietor/ Partner/ Director /Authorized Signatory of M/S _____.
3. That my/our firm M/s _____ is a Partnership / Proprietorship / Pvt. Ltd. Company/ Society concern, registered under _____ vide certificate No. _____ dated _____, is participating in RFP for ANNUAL MAINTENANCE CONTRACT (AMC) FOR 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E- POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) years to the Food CS&CA, Govt. of Meghalaya.
4. That I hereby confirm and declare that none of my/ our group/ sister concern/ associate company is participating/ submitting this tender separately.
5. That I hereby confirm and declare that my/ our firm / company M/s _____ and my/our firm /group/ company/ sister concern/associate company not has been blacklisted by any Central/ State Govt. Department/ PSUs.
6. That there is no change in the Name & Style, Constitution and Status of the Firm/ Company/ Society has been affected, after Publishing of this RFP.
7. That I further undertake that in case any of the facts contained above and in my/ our submission is found other-wise or in correct or false at any stage, my/ our firm /company / group/ sister concerns/ associate companies shall stand debarred from the present and future tenders / RFP/ EoI in the State Govt. of Meghalaya for the period as deemed fit by the Competent Authority and the EMD amount submitted my / our firm / company/group/ sister concerns/ associate companies shall stand forfeited by the Food CS & CA Department, Govt. of Meghalaya.

Signature of the Agency:

Date:

Name & Address of the Agency



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

Suggestive minimum technical specifications for e-PoS devices

Annexure – "F".

Sl. No.	Description	Minimum Specifications
1	Processor	High performance secured minimum Quad core Processor with speed of 2 GHZ or higher, capable of performing at least 15 transactions per minute in laboratory environment. a. Perform Biometric/Aadhar based/Face Authentication of the PDS beneficiary with UIDAI server. b. Generate Encrypted pay load for maximal Sales data. c. Transmit the Encrypted transaction sales data to PDS server. (Remove the locally stored sales data only after getting acknowledgement from the server). d. Processor should be capable enough of performing FINGERPRINT authentication with AUA/ASA/UIDAI server. Should support latest encryption algorithm.
2	OS Memory	Latest Linux stable OS/ Android 12 or above/ Windows 10 or latest a. 4 GB or higher RAM (for Linux) and 4 GB or higher RAM (for Android / Windows). b. 64 GB or higher In-built Storage (Flash Memory) for Linux, Windows & 64 GB or higher In-built Storage (Flash Memory) for Android.
3	Expansion Slot	Micro SD slot should be able to support up-to 32 GB.
4	Communication	Should support GSM network, LTE or above, Wi-Fi and Bluetooth. Device should support GPS feature. It should be secured protocol.
5	Interface	USB 2.0 or higher At least one free USB port shall be available after setting up the entire solution including peripheral devices like IRIS Scanner and Weighing Scale.
6	Display	5.5 inch or higher colour TFT Display supporting QVGA (1280 x720) or better resolution and 64K or higher colors resolution.
7	Key Pad	Physical/ Touch/ Hybrid Keypad with alphanumeric keys, navigation keys. keys size should be large enough for navigation.
8	Battery	Swappable & Dry/Rechargeable, Li-ion or Li-Polymer battery capable of providing minimum 12 hours of operation while all function of device active i.e. battery capacity of minimum 2600 mAH (Minimum 18.72 Wh for Linux) and minimum 3250 mAH (Minimum 23.40 Wh for Android & Windows).
9	Power Adapter	Power Adapter with surge protection and operating range 100 to 240V,50Hz. AC input.
10	SIM & SAM slot	Dual GSM SIM slot supports 3G, 4G, LTE or above and Minimum One SAM slots for software up-gradation in device.
11	Printer	Integrated 2" Thermal Printer or higher.
12	Audio	Good quality Speaker with 1W or higher output for announcements.
13	Finger print Scanner	UIDAI-STQC Certified LI biometric device used in Aadhaar authentication ecosystem.

Sl. No.	Description	Minimum Specifications
14	IRIS Scanner (External) (Optional)	UIDAI-STQC Certified L1 or above IRIS device used in Aadhaar authentication ecosystem.
15	Support to connect Weighing Scale	Availability of connectivity feature of electronic weighing scale through USB, Bluetooth (with minimum 20 ft. which should match range of C1, C2, C3 of weighing scale).
16	Status Indications	Status indicator to provide ease of use, indicators for connectivity (presence/absence), signal strength, battery status etc.
17	Other Accessories	Durable carry Case, User Manual (in Hindi and English).
18	SDK	Appropriate SDK needs to be provided along with the devices with necessary technical support. Source code review of particular version of SDK should be done.
19	Terminal Management	Device should be remotely manageable in secured mode. OS patches, applications software patches and new software releases shall update into POS machines remotely using push method. TMS should be hosted in India & shall have VAPT testing from Cert-in Certified Agencies/STQC in accordance with MeitY approved guidelines. SI shall, if required host TMS at NIC/SDC of Respective states.
20	Environment, Health & Safety Device should be remotely manageable in secured mode Durability, humidity, EMI/EMC Compliance	It should be BIS safety standard IS 132- 52 compliant.
21	Device Form Factor	The device should be portable and handy.
22	Warranty	Warranty support should be onsite for a period of 05 years and devices/spare parts should be replaceable.
23	Camera	13 MP or above camera and camera specifications as per UIDAI-STQC device specifications for face authentication. The camera should be integrated with the device.
24	Make in India	The devices should be manufactured in India as per GoI's ATMANIRBHAR BHARAT Program and in accordance Make-in-India (MII) Local supplier certificate (as per order No. P-45021/2/2017-PP (BE-II)) by DPIIT, Ministry of Commerce and Industry, GoI.

- a) The selected Agency (State Nominee) shall have to execute a deed of agreement within a period of 07(seven) working days on receipt of the communication of acceptance of offer from the Department to become eligible for participating Rate Quotations during the contract period.
- b) The selected Agency shall be bound to supply 02 (two) copies of agreement duly signed by them for execution of the same by the authority on behalf of the Govt. of Meghalaya. First page of both the copies of the agreement should be typed on non-judicial stamp worth of Rs. 200/- (Rupees one hundred) only, followed by printed in plain paper.
- c) In the event of breach of any terms and conditions as indicated in this RFP or in the agreement to be entered into and failure to comply with the work order the entire money of the performance guarantee (including earnest money) deposited by the selected Agency shall be liable to be forfeited and the contract shall be terminated forthwith. The Govt. of Meghalaya shall have to power to blacklist the selected Agency for breach or default in all or any one of the terms and conditions mentioned in the RFP/Agreement. The Govt. of Meghalaya, shall also be at liberty to engage and award the job(s) to any other Agency/Person or make any other alternative and suitable arrangement for the service and maintenance at the risk and cost of the defaulter Agency for greater interest of people of the State.
- d) Terms & Conditions not covered/defined in this RFP document are laid down in the model agreement. This RFP document, RFP Corrigendum (if any), and the Proposal submitted by the Agency would be part of the Agreement and binding for both the parties.
- e) Awarding of work against the tender is not obligatory for the Department.



(S. Verma IAS)
Director
Food, CS&CA
Department Government
of Meghalaya.



Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

TECHNICAL PROPOSAL CHECKLIST

Annexure- "H"

Sl. No.	Particulars	Submitted / Uploaded (Yes/No)	Page No. or Remarks if any.
Submission of Physical Documents			
1	EMD of Rs.25,00,000.00		
2	RFP Fee of 25,000.00		
4	Annexure- "A"		
5	Annexure- "B"		
6	Annexure- "C"		
7	Annexure- "D"		
8	Annexure- "E"		
9	Annexure- "F"		
Signed & Notarized Scanned PDF Documents to be uploaded			
10	Downloaded RFP (Notarization not required)		
11	Certificate of Incorporation		
12	Resolution		
13	Copy of Valid ISO 9001:2015 and CMMI level 3 or above certificate		
14	PAN Card		
15	I.T.R. Acknowledgements for Preceding 2022- 23, 2023- 24, and 2024- 25 financial years.		
16	Audited Balance Sheets for Preceding 2022- 23, 2023- 24, and 2024- 25 financial years.		
17	Proper OEM authorization Certificate		
18	Power of Attorney		
19	GST Registration		
20	Bank Solvency Certificate		
21	Proof of Service provided by the Company in maintenance of e-POS and support under different State Government		
22	Company Profile including details of Awards, Certifications & recognition etc.		
23	Awards, recognitions, certifications available with the Company		
Document from serial No. 4 to 9 and 11 to 23 must be Attested by Notary Public.			


Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong

Proforma of Bank Guarantee (BG) for Earnest Money Deposit ANNEXURE-I

(To be stamped in accordance with Stamp Act)

Ref: Bank Guarantee No. & Date:

To
The Director,
Food, Civil Supplies & Consumer Affairs Department,
Government of Meghalaya,
Horse Shoe Building, Room, ground
Floor.lachaumiére Shillong.

Dear Sir,

WHEREAS..... (name of the Company / Agency) hereinafter called" the Agency" has undergoing, in pursuance of RFP No.-----dated-----to submit proposal for ANNUAL MAINTENANCE CONTRACT (AMC) FOR 'OPERATION, MAINTENANCE AND OTHER SERVICES OF E- POSDEVICES INSTALLED AT FAIR PRICE SHOPS IN MEGHALAYA STATE' for a period of 05 (Five) yearsto the Food, CS & CA Department, Govt. of Meghalaya hereinafter called 'the Purchaser'.

AND WHEREAS it has been stipulated in the said RFP that the Agency shall furnish a Bank Guarantee ("the Guarantee") of equivalent to **Rs. 25,00,000.00 (Rs. Twenty-Five Lakh Only)** from a scheduled Bank governor by the RBI as per Terms & Conditions of the RFP vide No dated as the Earnest Money Deposit / RFP Security.

WHEREAS we ("the Bank", which expression shall be deemed to include it successors and permitted assigns) have agreed to provide the Guarantee to the Food, CS& CA Department, Govt. of Meghalaya:

THEREFORE, the Bank hereby agrees and affirms as follows:

The Bank hereby irrevocably and unconditionally guarantees the payment of Rs.25, 00,000.00 (being "EMD" to the Food, CS&CA Dept. Provided, however, that the maximum liability of the Bank towards Food, CS&CA Department under this Guarantee shall not, under any circumstances, exceed in aggregate



**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

In pursuance of this Guarantee, the Bank shall, immediately upon the receipt of a written notice from Food, CS&CA Dept. Govt. of Meghalaya stating the service / act of the Agency is unsatisfactory, which shall not be called in question, In that behalf and without delay/demur or set off, pay to Food, CS&CA Dept. Govt. of Meghalaya any and all sums demanded by Food, CS &CA Dept under the said demand notice, subject to the maximum limits specified in Clause 1 above. A notice from Food, CS&CA Dept. to the Bank shall be sent by Registered post (Acknowledgement Due)/ Speed post/ Mail/ Fax at the following address:

This Guarantee shall come into effect immediately upon execution and shall remain in force for a period of 04 (four) months from the date of its execution. However, the Guarantee may be extended by the Bank for a further period of 02 months in case it is required by the Food CS & CA Department.

The liability of the Bank under the terms of this Guarantee shall not, in any manner what so ever, be modified, discharged, or otherwise affected by:

Any change or amendment to the terms and conditions of the RFP by the Agency.

Any breach or non-compliance by the Agency with any of the terms and conditions of any Agreements/credit arrangement, present or future, between the Agency and the Bank.

The BANK also agrees that Food, CS&CA Department at its option shall be entitled to enforce this Guarantee against the Bank as a Principal Debtor.

This Guarantee shall be governed by the laws of India and only the courts of Meghalaya shall have exclusive jurisdiction in the adjudication of any dispute which may arise here under.

Dated this..... Day of 2024

Witness

(Signature)

(Name)


(Signature)

(Name)

Bank Rubber Stamp

(Official Address)

Designation with Bank


**Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong**

Stamp Plus Attorney as per Power of Attorney No. Dated

(SPECIMEN – NOT TO QUOTE HERE) RATE

QUOTING SHEET (BOQ)

Price bid should be quoted per devices inclusive of all Taxes and all other charges.

The bidder shall quote only one rate per device.

Name of the Bidder:

Tender Inviting Authority: The Director, Food CS&CA, Govt. of Meghalaya.

Name of Work: Selection of Agency for Annual Maintenance Contract (AMC) for Operation, Maintenance, Server Support, Customization of SW and Other services of e-POS Devices Installed at Fair Price Shops of the State

Contract No:

Name of the Bidder/ Bidding Firm/ Company

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

NUMBER #	TEXT #	NUMBER	TEXT #	NUMBER #	NUMBER	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Rate per Device (Inclusive of all taxes & exclusive of GST)	Rate per Device (Inclusive of all taxes & inclusive of GST)	TOTAL AMOUNT inclusive of all taxes	TOTAL AMOUNT In Words
1	FF supports service for 5 years including hardware & application including Cost	5000 000	Nos	13	26	63	55
2	a) The rate should be quoted only in Indian Rupee on e-procurement website as per BOQ format (Not in physical mode). b) In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered. c) The rate should be inclusive of cost of all applicable taxes (exclusive of GST) and any other statutory taxes applicable form time to time if any, Transit Insurance, including the transportation and all other charges						
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words			INR Zero Only				

- a) The rate should be quoted only in Indian Rupee on e-procurement website as per BOQ format (Not in physical mode).
- b) In case of Discrepancy between the prices quoted in words and Figures, lowest of the two will be considered.
- c) The rate should be inclusive of cost of all applicable taxes (exclusive of GST) and any other statutory taxes applicable form time to time if any, Transit Insurance, including the transportation and all other charges.
- d) The S.I will be selected based on L1 Rate offered by Bidders in respect to Sl No 1
- e) The Rate offered in respect to Sl No 2 will be considered when the FCS&CA Department decides to upgrade the existing ePOS devices to support 4G/ 5G network. The rate offered in respect to Sl. No. 2 is only for reference of the Department's and will not be considered for empanelment of S.I.

Director,
Food, Civil Supplies and Consumer Affairs
Meghalaya, Shillong