



REQUEST FOR PROPOSAL (RFP)

**SUPPLY, INSTALLATION, COMMISSIONING AND
MAINTENANCE OF ePOS DEVICES FOR MEGHALAYA
AUTOMATION OF FAIR PRICE SHOPS (FPSs)**

Department of Food Civil Supplies & Consumer Affairs
GOVERNMENT OF MEGHALAYA

JULY, 2018



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1. Executive Summary

With an aim to bring in reforms in the functioning of Targeted Public Distribution System (TPDS), the Food and Civil Supplies Department, Government of Meghalaya is committed to modernize the operations at all Fair Price Shops (FPSs) in the State by means of Fair Price Shop Automation.

Currently, foodgrains distribution at FPSs is being done manually and transaction details are recorded in physical registers, giving in room for various malpractices leading to inefficient PDS operations. It is therefore envisaged to overcome such challenges of the manually managed FPS operations, the FCSCA Department intends to implement 'FPS Automation Project' by installing electronic Point of Sale (ePoS) devices at all the 4500 (approx.) of FPSs in the State in phases. This would ensure transparent and efficient FPS operations, and enhance food security by controlling malpractices and bring in efficiency.

The FPS automation is to be implemented on a Build-Own-Operate-Transfer (BOOT) model, which means, the selected System Integrator (SI) shall procure and supply ePoS devices including customization/development of ePoS application, internet services, consumables, training to District/Subdivision officials and FPS dealers, provide technical support and maintain the PoS operations through a centralized helpdesk support.

2. Introduction

The National Food Security Act (NFSA), 2013 has been implemented in State w.e.f. February 2016 targeting around **422040** households / **2149097** beneficiaries across *Antyodaya Anna Yojana* (AAY) and Priority Household (PHH) categories of NFSA.

Monthly allocation of foodgrains in the State for NFSA beneficiaries is about **10800.27** MT of Rice.

In order to accurately control the utilization of the benefits, the Department endeavors to provide a robust and transparent Targeted Public Distribution System (TPDS) with an overall aim of enhancing food security and controlling the malpractices. Understanding the shortcomings of the manually maintained system, the Department has taken various initiatives for promoting the implementation of Information and Communication Technologies (ICTs) and e-Governance for improving the Supply Chain mechanism.

Therefore, to ensure delivery of essential commodities/subsidized foodgrains to the rightful beneficiaries/households at the right time and in right quantity, the Department of Food & Civil Supplies, Government of Meghalaya, intends to rollout the Automation of Fair Price Shops (FPSs) project in about 4500 (Approx) FPSs, in phases, with unique identification / biometric authentication of eligible beneficiaries (preferably Aadhaar)/ Iris Scanner together with Electronic weighing machine capacity of at least 100 Kgs. This is expected to prevent pilferages and malpractices in distribution of highly subsidized foodgrains and increase accountability and efficiency in the entire Supply Chain operations.

In line with the mission of Digital India program, a need has been felt to equip the Fair Price Shops under Public Distribution System with the advance technology gadgets such as electronic Point of Sale (ePoS) devices for computerized processing of the transaction, with unique identification / biometric authentication of beneficiaries.

The process of automation of 4500 Fair Price Shops using ePoS devices is envisaged on turnkey basis i.e. Supply, Development & Deployment of ePoS-based application, installation, commissioning and maintenance of ePoS devices and ePoS-based applications.

In this perspective, the Department of Food and Civil Supplies, Government of Meghalaya, invites proposals from well-established firms for supply, development & deployment of ePoS-based application, installation and commissioning of ePoS Devices at the Fair Price Shops in Meghalaya and maintenance thereof for a period of 5 years (including warranties and support, etc.). The procurement process, product specifications and overall requirement are described in subsequent sections/annexures of this RFP document.

2.1. Objectives of Project

The primary objective of the project is the effective implementation of Point of Sale devices at FPS. The primary objectives of this project are:

- a) Fair and smooth distribution of subsidized foodgrains/essential commodities to about **2149097** of intended beneficiaries under NFSA, as per their entitlement in a timely and transparent manner.
- b) Accurately control the utilization of the benefits and empowerment of the rightful beneficiaries.
- c) Biometric Identification of the beneficiaries and entitled family member by linking with UID / Aadhaar number once Aadhaar enrolment.
- d) Prevention of pilferage and diversion of essential commodities/foodgrains and putting a check on other malpractices.
- e) Eradication of fake / bogus /duplicate ration cards.
- f) Last mile tracking of overall supply chain mechanism.
- g) Improve last mile efficiency and effectiveness of PDS by introducing transparency and accountability in the system.
- h) More accurate demand and supply analysis for realistic future planning.
- i) Regular monitoring of the transactions, stock balance and distribution network.

2.2. Area of work

Meghalaya being a hilly State comes about with its unique challenges when it comes to road connectivity and mobile network presence. Hence, an alternative solution should be in place to address such issues so that the project is implemented in a smooth manner. The State envisages the implementation of FPS project first in the urban areas and then will proceed to the rural areas of the State.

2.3. Number of FPSs in the State

There are approximately 4500+ Fair Price Shops in the State. The presence of FPSs are more in the rural areas than in the urban areas of the State.

2.4. FPS Automation Process

In Meghalaya the FPS automation is envisaged to be based on the “Fully Online Model” mostly and Offline mode in areas where connectivity is unavailable. All Fair Price Shops will be equipped with electronic Point of Sale (ePoS) devices with mobile internet connectivity (3G/4G) and Electronic weighing machines. The supply of foodgrains at Fair Price Shops will be manual, but the sale of foodgrains to beneficiaries will be carried out through the ePoS devices with proper authentication (Aadhaar based/OTP based) at the time of transaction, and all such transactions are to be carried out on the ePoS devices and recorded on PDS server. The printed receipt of transaction to be given to the beneficiary shall be in English/Khasi/Garo language and an audio announcement from ePoS device shall also be made in English/Khasi/Garo language.

Basic infrastructure to be provided by System Integrator at each FPS would comprise an ePoS device / mobile terminal (conforming to guidelines issued by Government of India given at **Annexure-I**) with reliable internet connectivity / mobile internet connectivity, through 2 internet service providers (minimum 3G), additional signal boost antenna wherever required, along with 1 additional charger and 1 additional battery, together with Electronic weighing machine (at least 100 Kg)

2.5. Issuance of Commodity to Beneficiaries

Government of Meghalaya has decided to use OTP-based/Aadhaar-based biometric model at FPS to uniquely identify/authenticate eligible beneficiaries under NFSA before the actual sale of subsidized foodgrains takes place at the FPSs. For this purpose all the FPSs will be provided with an ePoS devices which will be used for verification of beneficiaries and sale of foodgrains. All the transactions under this mode will be online and OTP/Aadhaar based authentication will be carried out and commodity distribution will be done.

In the current scenario, since enrollment of Aadhaar in the State is very low, seeding of beneficiary Aadhaar number with the ration card have to be taken at a stage where Aadhaar enrolment reaches an admissible number. The distribution of foodgrains shall be carried out using OTP/Aadhaar based authentication process only. The ePoS application developed by the SI must address this requirement of the Department. However, in the absence of any beneficiary/household's Aadhaar number, it is proposed that OTP based authentication shall be carried out using ePoS device prior to transaction. In this mode an SMS shall be sent to the registered mobile number of the beneficiary at the time of sale of commodity. The request is being made from the ePoS terminal by keying in the ration card number and selecting the beneficiary details on the ePoS terminal. The beneficiary gets the OTP from PDS server on his/her mobile which is shall be fed into the ePoS device for beneficiary identification and closure of the sale transaction at FPS.

In case both Aadhaar and mobile number of the beneficiary are not pre-registered/linked in the PDS (ration card) database, it shall be ensured, that even then also *'No beneficiary shall be denied from issuance of their entitled quota of ration/ subsidized foodgrains'*. However, in such cases the authentication shall be carried out on the basis of physical verification of any other Government Photo ID of the beneficiary as per the list of documents approved by the Department, and such transaction shall also be captured in the ePoS device along with name/type of document collected by the FPS dealer. DFSO/Senior Supply Official must share the list of all such transactions along with the supporting document submitted by the beneficiary to the Department for post facto verification by the officials at the District/Subdivision Supply office.

2.6. Key Features of ePoS Application

2.6.1. Online Mode

The ePoS terminal or any computing devices with biometric scanner and printer connected shall access the FPS Automation sales application (Web or app) and data will be served from PDS Server using network connectivity. The PDS server in turn authenticates the beneficiaries through the UIDAI server. All transactions shall happen in real-time.

2.6.2. Occasionally Offline Mode

ePoS application shall allow to make the transactions both online and occasionally offline (for both sales and commodity receiving) based on the configuration set at the backend. Mode of transactions, i.e., occasionally offline or online, depends on the availability of internet connection. When occasionally offline sale happens, required sales details are saved in local database. For the sale to happen offline, there are many essential details to be retrieved from main server and stored locally for that particular FPS

2.6.3. Key Considerations

- a) At the end of the allocation month (i.e. validity date & time for sale), the ePoS application shall disable/freeze the sale of foodgrains corresponding to its allocation number. After the sales are closed, the backup shall be maintained securely on ePoS.
- b) There should be a feature in ePoS application to manually close the monthly sale (i.e. event driven). Thus, sale closure will be done both ways either time-driven or event-driven whichever is earlier.
- c) There should be a feature in ePoS application to carry forward the allotment of those beneficiary who have not lifted the commodity from the previous month. The carry forward allotment should be atleast for 3 months , and upon lifting the beneficiary can lift subsequently for the previous month(s) which lifting has not been done.
- d) At the end of the allocation cycle (validity date & time for sale), all the sales data have to be synchronized to PDS server.
- e) SDKs for database, bio-metric scanner and printer shall be part of the ePoS application. Accordingly, if the application is uninstalled the transaction data shall get erased and SDKs shall get uninstalled. If there are any pending records for synchronization, then uninstallation/uptdation shall not be allowed.

- f) Across all features of the ePoS application, date and time needs to be synchronized between ePoS device and PDS Server.
- g) STQC certified biometric devices (finger & Iris) have to be supported for authentication.

2.6.4. Sale of Commodity

Following shall be the process followed at the FPS Shop towards the sale of commodity:

- a) The ePoS machine will download the list of eligible families along with the Aadhaar seeding flag/OTP and their eligibility from the central server in the beginning of the month
- b) ePoS device gets connected with the server and registers itself on the server.
- c) Beneficiary provides the biometric information (finger/ Iris)/OTP in ePoS device.
- d) ePoS reads the biometrics/OTP and send it to the Aadhaar/ePDS server through mobile-internet enabled device to get authentication of beneficiary
- e) Once the beneficiary gets authenticated, her remaining entitlement for the month will be displayed on ePoS device.
- f) The ration is given to the beneficiary as per the entitlement, a receipt of the same is generated and her entitlement is reduced on the machine database as per the actual sale
- g) In case the Aadhaar is not available for any of the family member or Aadhaar is available but not getting authenticated because of some reason, the ration will be distributed on the basis of OTP based authentication.
- h) In this case a request for OTP shall be made from the ePoS terminal by keying in the ration card number and selecting the beneficiary details on the ePoS terminal.
- i) Upon selection the beneficiary details an SMS is sent of the registered mobile number of the beneficiary at the time of sale of commodity.
- j) The beneficiary get the OTP from the ePDS server on his/her mobile which is then used towards the beneficiary identification and closure of sale transaction at FPS.
- k) In case if both the Aadhaar and OTP based authentication is not working because of some reason, the ration will be distributed on the basis of any other ID as approved by the Department.
- l) The FPS dealer will enter the ration card number and select the details of the beneficiary who has come for lifting of the commodity. The FPS dealer will then selection the photo Id submitted by the beneficiary from the options provided on the ePoS terminal and will complete the transaction.
- m) All the sales transactions for the day are recorded with the central server at the closing of the day when the machine is connected with the central server
- n) The ePoS machine also generates the receipt of material received at the FPS and such receipt is recorded on the central server at the end of the day.

3. Request for Proposal – Process

3.1. Structure of the RFP

The Request for Proposal (RFP) document for “Supply, Installation and Maintenance of ePoS Devices for Statewide Automation of Fair Price Shops (FPSs)”, consists of following sections –

- a) Eligibility criteria, bidding schedule, instructions for bid submission.
- b) Details of scope of work, technical specifications, delivery, installation and commissioning timelines for this project.
- c) Service Levels and penalties applicable to the project.
- d) Outlines of legal terms & conditions applicable to the project.
- e) Details of other general Terms & Conditions governing the project.

3.2. Abbreviations used in this RFP Document

Sl.	Term	Interpretations
1	AoA	Articles of Association
2	ASA	Authentication Service Agency
3	AUA	Authentication User Agency
4	CIDR	Central Identities Data Repository
5	DIT	Department of Information Technology
6	EMD	Earnest Money Deposit
7	EMS	Enterprise Management System
8	F&CS	Food & Civil Supplies
9	FPS	Fair Price Shop
10	GoM	Government of Meghalaya
11	HPC	High Power Committee, constituted by Go<_>
12	LoA	Letter of Award
13	LoI	Letter of Intent
14	MoA	Memorandum of Association
15	MAF	Manufacturer Authorization form
16	MRP	Maximum Retail Price
17	MSA	Master Service Agreement
18	NIC	National Informatics Centre
19	NICSI	National Informatics Centre Services Inc.
20	OEM	Original Equipment Manufacturer
21	OS	Operating System
22	OTP	One Time Password
23	PBG	Performance Bank Guarantee
24	PDS	Public Distribution System
25	PKI	Public Key Infrastructure
26	PoC	Proof of Concept
27	PoS / ePoS	Point of Sale / electronic Point of Sale (device)
28	QR Code	Quick response Codes
28	RCMS	Ration Card Management System
29	RD	Registered Device (as per UIDAI norms)
30	RFP	Request for Proposal
31	SI	System Integrator
32	SLA	Service Level Agreement
33	SPOC	Single Point of Contact
34	SRDH	State Resident Data Hub
35	STQC	Standardization Testing and Quality Certification
36	Sub-AUA	Sub-Authentication User Agency
37	TCV	Total Contract Value
38	TPDS	Targeted Public Distribution System
39	TPV	Total Project Value

Sl.	Term	Interpretations
40	TRAI	Telecom Regulatory Authority of India
41	UID	Unique Identification Number
42	UIDAI	Unique Identification Authority of India

3.3. Bidding Schedule

Various activities of the Bidding Process leading to the selection of bidder along with the timelines are mentioned in the table below -

Sl.	Activity	Details
1.	Date & Time of release of RFP Document	Date & Time : 31/07/2018 Online Mode : 4 PM
2.	Tender fee and EMD	Tender Fee : Rs. 20,000 EMD : Rs. 1.5 Cr
3.	Date & Time of Pre Bid Meeting	Start Date & Time : 20/08/2018 End Date & Time : 12 PM – 2 PM
4.	Date & Time for Submission of Queries (By email at pmu.fcs-meg@gov.in)	Start Date & Time : 21/08/2018 11 AM End Date & Time : 25/08/2018 5 PM
5.	Date & Time of release of responses to clarifications / queries / corrigendum	Date & Time : 21/08/2018 11 AM Offline Mode : 25/08/2018 5 PM
6.	Date & Time of Bid Submission	Start Date & Time : 21/08/2018 11 AM End Date & Time : 31/08/2018 2 PM
7.	Date & Time of opening of pre-qualification proposals	Start Date & Time : 04/09/2018 2 PM End Date & Time :
8.	Last date-time for submission of EMD	Date & Time : 31/08/2018 2 PM Location : Director Office
9.	Date & Time of Financial Bid opening	After Technical Evaluation date shall be intimated

3.4. Preparation and Submission of Proposal

3.4.1. Completeness of Bids

Bidders are advised to study all instructions, forms, terms, requirements and other Information in the RFP document carefully. Submission of bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications. The response to this RFP should be full and complete in all respects. Failure to furnish the information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the bidder's risk and may result in rejection of its proposal. The RFP Document is not transferable to any other bidder.

3.4.2. Language

The bid as well as all correspondence and documents relating to the bid exchanged by the bidder and the purchaser, shall be in English.

3.4.3. Preparation and Submission of Bid

The bidder is responsible for registration and submission of tender at their own cost. The bidders are advised to go through the guidelines and instructions, as provided on the Department website. The Bidder shall submit the proposals as described below-

- a) Proposal that are incomplete or not in prescribed format may be rejected.
- b) Technical and financial proposals shall be submitted should be submitted to the office of Directorate of food Civil Supplies and Consumer Affairs of the Government of Meghalaya.
- c) **Technical Proposal** – Scanned copy (in PDF format), signed on each page, with file name clearly mentioning: “Technical Proposal for _____” should be submitted to the office of Directorate of food Civil Supplies and Consumer Affairs of the Government of Meghalaya.
- d) The proposal should be as per the Technical Proposal format provided in this RFP document at **Annexure II: Technical Proposal Formats**
- e) **Financial Proposal** – Financial proposals should also be filled as per format provided in this RFP document at **Annexure III: Financial Proposal Formats**
- f) The financial Bid should be inclusive of all related accessories, driver software, operating manuals, forwarding, freight, installation charges at sites, warranties, etc.
- g) Conditional proposals shall not be accepted on any ground and shall be rejected.
- h) If any clarification is required, the same should be obtained before submission of the bids.
- i) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- j) Both technical and financial bids have to be submitted to:

**Department of Food Civil Supplies and Consumer Affairs,
Horse Shoe Building (Ground Floor)
Lower Lachumiere, Shillong-793001**

3.4.4. Late Bids

Proposal after due date and time shall not be accepted.

3.4.5. Proposal Validity

The proposal must be valid for **180 days** from the submission due-date of the proposal as mentioned in this RFP document or subsequent corrigendum (if any). However, the Department of Food & Civil Supplies, Government of Meghalaya may extend this period, if the bidder accepts the same in writing.

3.4.6. Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason what so ever will be allowed. The bidder shall bear all the

costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3.4.7. Interpretation of the clauses in the RFP Document

In case of any ambiguity in the interpretation of any of the clauses in Tender Document, the Department's interpretation of the clauses shall be final and binding on the bidder. The decision taken by the Department in the process of Tender evaluation will be full and final.

3.4.8. Amendment of Tender Document

At any time prior to the deadline for submission of bids, the Department for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify the bid documents by amendment. Any such communication shall be posted on website and bidders are requested to visit Department website for updates, modification and withdrawal of Offers.

3.4.9. Deviations

The bidder shall not be allowed to make any deviation whatsoever from the terms and condition and technical specifications specified in the RFP. All the bidders should submit a 'No Deviation Form' as per the format given at **Annexure-IV**.

4. Qualification Criteria and Bid Evaluation

4.1. Eligibility Criteria

Sl.	Eligibility Criteria	Documents to be submitted
1.	The bidder must be a company incorporated in India, registered under the Company's Act 1956/ Proprietorship Firm / Partnership Firm.	Certificate of Incorporation along with Memorandum of Association and Articles of Association.
2.	The bidder should be in the business of supply, installation and maintenance of ePoS machines/ Handheld machines in India for last three years as on date of submission of bid.	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates. Firms / Companies with claims of work experience should submit a performance certificate from clients of at least 90 % satisfactory completion of the work.
3.	The bidder should have an annual average turnover of Rs. 60 Crore in last 3 financial years (FY 2015-16, FY 2016-17, FY 17-18).	Audited Financial Statements certified by Chartered Accountant / Audited Balance Sheets
4.	The Bidder must have supplied a minimum of 5,000 ePoS devices to Government / for Public Sector project in the last 3 financial years (FY 2015-16, FY 2016-17, FY 2017-18).	Copies of Purchase/Work Orders/ Installation Certificates/ Client Certificates.
5.	Bidder shall be ePoS machine manufacturer or Authorized Distributor of the OEM.	Authorization letter from OEM / Authorized Distributor (capable to give manufacturers authorization) as per the enclosed format on Annexure-V
6.	The bidder shall have a valid ISO 9001:2008 or better.	Copy of the valid Certificate
7.	The bidder shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN documents
8.	The bidder shall not have been blacklisted for fraudulent and corrupt practices by Central Government or any State Government – Department/ PSU/ Agency/ Organization in India in last 4 years at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 100.00
9.	The vendor's ePoS device being proposed shall be STQC certified as per the latest STQC scheme (as on the last date of bidding) of certification of UIDAI Biometric Authentication Devices. R D 2.0 complied	Copy of certificate issued by STQC for Suppliers and Bio-metric Devices (Authentication)

Sl.	Eligibility Criteria	Documents to be submitted
10.	The Bidder Shall be RD 2.0 Complied with certificate in their name	Copy of certificate of UIDAI for Suppliers and Bio-metric Devices

4.2. Tender Evaluation Methodology

4.2.1. Tender Opening

- a) Technical Proposal for only those Bidders who have been found to be in compliance with the Eligibility Criteria mentioned above would be considered by the Department for further evaluation.
- b) Technical proposals of bidders shall be compared within respective product category and ranking of technical score would be carried out within the same category.
- c) Only those Technical Bids, whose proposed ePoS devices and Electronic weighing machine (at least 100 Kg) comply with the technical specification given on Annexure-I shall be considered for further evaluation. In this regard the Bidder should provide a compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company.
- d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Department through portal <http://megfcscsca.gov.in>
- e) During bid opening preliminary scrutiny of the bid documents will be made to determine whether they are complete and eligible, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) To assist in the scrutiny, evaluation and comparison of offers, the Department may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Department in the evaluation of the bids.

4.2.2. Technical Evaluation

To evaluate the Tender the Department shall formulate a **Tender Evaluation Committee** (TEC) (also referred to as "**Evaluation Committee**"). The Evaluation Committee shall evaluate the Technical and Financial bids as per the following process:

- a) Tender Evaluation Committee shall evaluate and compare the technical bids that have been determined to be substantially responsive.
- b) Tender Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria. To assist in the examination, evaluation, and comparison of the bids, and

qualification of the Bidders, Evaluation Committee may, at its discretion, ask any Bidder for a clarification of its bid. .

- c) Eligible bidders scoring **60%** or more in the Technical evaluation shall only be considered for financial bid evaluation.
- d) The Financial Proposals/Bids of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.
- e) Technical Proposals of bidders shall be evaluated by the Tender Evaluation Committee as per the criteria mentioned below and allot technical scores to the bidders.

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
A.	Product(s) proposed in the technical proposal are in compliance with the Technical Specification for the ePoS device as mentioned in Annexure-I	Mandated / Pre-Requisite for further evaluation	Compliance sheet as per Annexure-VI
B.	Technical Evaluation Framework	80 points	
1.	Bidders Turnover: Annual average turnover of Bidder in last 3 financial years (FY 2014-2015, FY 2015-2016, FY 2016-2017) <ul style="list-style-type: none"> • >150 Cr = 25 Points • >100 to 150 Cr =20 Points • 60 to 100 Cr = 15 points 	25 points	Audited Financial Statements / Balance Sheets by a Certified Chartered Accountant
2.	ePoS Machine / Handheld Machines supplied: Number of ePoS machines / Handheld machines supplied in the last 3 financial years (FY 2014-2015, FY 2015-2016, FY 2016-2017) <ul style="list-style-type: none"> • >20,000 and above =20 Points • >10,000 - 20,000 =15 Points • 5,000 - 10,000 = 10 Points 	20 points	Work order copy/ Installation/client certificate
3.	Experience: Experience of supplying Point of Sale devices / Handheld devices for Government/ PSU/ Private sector listed company projects in India with project value greater than 3 Crore each. <ul style="list-style-type: none"> • 3 or more Projects =20 points • 2 Projects = 15 Points • 1 Project =10 Point 	20 points	Work order copy/ installation/client certificate
4.	Approach & Methodology:	15 points	Submit Relevant

Sl.	Description	Requirement/ Maximum Score	Supporting Documents
	<ul style="list-style-type: none"> Proposed Application for the ePoS and Software Integration Methodology = 3 Points Manpower Deployment Plan = 3 Points Implementation Plan & Methodology = 3 Points Help desk Solution = 2 Points Support & Maintenance = 2 Points Training Plan = 2 Points 		sections along with the e-Bid documents
C.	Technical Demonstration/PoC	20 points	
5.1	Complete Transaction Time from ePoS Device <ul style="list-style-type: none"> <2 Minute = 10 Points 2 - 4 Minute = 5 Points >4 - 5 Minutes = 2.5 Points 	10 points	Demonstration/ PoC
5.2	Aadhaar Authentication through ePoS Machine <ul style="list-style-type: none"> <15 Second = 10 Points 15 - 25 Second = 5 Points >25 - 30 Second = 2.5 Points 	10 points	Demonstration/ PoC
	Total	100 points	

Note to bidders:

- FCS&CA Department or any other authorized representatives reserves right to visit (or conduct telephonic verification) bidder's customers where such a similar project execution has taken place.*
- Bidders who score overall 60 points or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation.*

4.2.3. Financial Evaluation

- The Financial Bids of technically qualified bidders (i.e. scoring ≥ 60 points) will be opened on the prescribed date in the presence of authorized representatives of bidders.
- Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- Any conditional bid will be rejected.
- If there is a discrepancy between words and figures, the amount in words will prevail".
- If there is no price quoted, the bid shall be declared as disqualified.
- In the event that there are 2 or more bidders having the same value in the financial bid, the bidder securing the highest technical score will be adjudicated as the "Best responsive bid" and will be given preference for engagement.

4.2.4. Selection of the Bidder(s)

Identification of bidder with lowest commercial bid (L1) will be determined as per the criteria below:

- a) The Bidder, who has submitted the lowest Commercial bid, as per the format provided in this RFP document /form on the Department website shall be termed as the L1 bidder.
- b) Similarly, bidders quoting second and third lowest financial bid will be termed as L2 and L3 bidders.
- c) A confirmation on the lowest financial quote will be sought from the L1 bidder.
- d) If L1 bidder fails to accept the financial quote along with terms & conditions, the bid will be treated as cancelled and EMD of that bidder will be forfeited.
- e) In such a scenario the L2 bidder will be declared as the Lower bidder and a price confirmation from that bidder will be sought.

4.2.5. Failure to Agree with the Terms & Conditions of the RFP / Contract

Failure of the successful bidder to agree with the terms & conditions of the RFP / Contract shall constitute sufficient grounds for the annulment of the bidder's proposal or the award of contract. In case of such an event the Department of FCS&CA would reject the bidder's proposal and forfeit the EMD amount as specified in the document.

5. Scope of Work

Food Civil Supplies & Consumer Affairs (FCS&CA) Department, Government of Meghalaya is looking forward to modernize the operations at nearly 4500 (Aprox) number of Fair Price Shops by installing electronic Point of Sale (ePoS) devices across the Fair Price Shops to achieve the following objectives:

1. To track all transactions at FPS
2. To make the transaction data available in public domain
3. To ensure that PDS items reach the intended NFSA beneficiaries
4. To use Aadhaar platform or other modes like OTP for authentication of beneficiaries

The indicative scope of work for bidder(s) implementing the FPS Automation in State of Meghalaya shall include:-

5.1. Supply, Installation and Maintenance of ePoS Devices (Build-Own-Operate Model)

The envisaged scope of work for successful bidder/system integrator shall be as given below:

5.1.1. Mobile footprint survey:

1. The SI must conduct the mobile foot print (Signal strength) survey across all FPSs falling in the groups/divisions/district allocated to them and identify and map FPSs with the

mobile internet service provider who is providing the most reliable connectivity in their region.

2. SI in this survey should identify the best two service provider based on the signal strength in the area of operations.
3. The SI will also identify and list out the FPSs which required additional antenna's to boost the Signal strength.
4. SI will submit a detailed FPS wise – district/subdivision wise reports to FCS&CA Department, with a copy to District/Subdivision Supply office. The reports must contain the details of FPSs along with service providers (at least two) whose single strength is found to be best in that area along with name and mobile number of FPS dealer.
5. SI shall also maintain such reports on an ongoing basis and will update the same based on the feedback received from FPS dealer, Department officials or similar survey conducted in future.
6. It may be noted that authorized representatives of FCS&CA Department will also carry random verification of the survey report submitted by the SI and will inform the FCSCA Department about any discrepancies observed in the mobile foot print survey report.
7. SI in that case will be given a week's time to respond and take corrective action based upon the findings of the FCSCA Department or their authorized representatives

5.1.2. Procurement and Supply of ePoS Devices at FPSs:

1. The SI shall be responsible for supply, installation, commissioning and maintenance of ePoS devices and Electronic weighing machine (at least 100 Kg) as per the minimum specifications given in the RFP. The SI shall demonstrate the compliance of ePoS devices and Electronic weighing machine, as per the RFP/contract.
2. The current requirement of number of ePoS devices and Electronic weighing machine required to be supplied at the FPSs are as mentioned in the Section-5 above.
 - *The number of FPSs in a district is subject to change in future.*
3. The SI shall make available additional ePoS Machines and Electronic weighing machine at each district level of the state to address any machine break-downs. SI shall ensure that the stock maintained at the district level is sufficient enough to ensure timely replacement of faulty devices at FPS.
 - *In case of any delay in the repair/replacement of ePoS terminals a penalty shall be imposed on the SI for each incident SI shall be required to certify such availability of the stock of ePoS devices in good and running conditions on monthly basis to the District FCS office.*
 - *In case, if during the course of operations at any given point of time Department realizes that the stock maintained at the district office is not sufficient and there are delays observed in the replacement of the ePoS devices resulting in delay in the distribution of food grains, the Department will increase the ePoS devices stock percentage to be maintained by the SI.*
4. The SI must ensure that the ePoS devices deployed are CE/EMI/EMC compliant and biometric features should be STQC certified in compliance with UIDAI guidelines for the ePoS devices. SI must ensure the deployment of ePoS devices is complete as per the time/implementation schedule given at Section-6 of this RFP document.

5. The SI shall demonstrate all the features of proposed ePoS device through a proof of concept (POC) implementation at SI's own cost. POC is required to be given at central point to ensure compliance as per requirements however a certificate that all machines deployed in each group, is to be submitted by SI. If more than one type/make/model of machine is to be deployed in field then demonstration of all types/makes/models of machine will need to be provided.
6. The bidder should ensure that all the components of ePoS devices offered are as per the approved specification. No item with short supply or with different technical specifications shall be accepted in any circumstances. The devices being supplied by the SI should be tested and certified prior to delivery of the device to the Department.
7. The SI shall provide such packing as is required to prevent damage or deterioration of the goods during transit to their final destination. The packing shall be sufficient to withstand, without limitations, rough handling during transit and exposure to extreme temperatures and precipitation during transit and open storage.
8. The bidder shall depute its technically qualified representative for commissioning/ installing the delivered quantity of ePoS Devices. The designated officer from the Department will inspect the ePoS Devices deployed and commissioned and fill up the post-delivery inspection report. Rejected equipment(s) shall be handed over to the authorized representative of the SI. The numbers of such defective equipment(s) shall be specified in the post-delivery inspection report.
9. The bidder is also required to provide support to Departments in reference to faulty ePoS device. They would be required to replace/ fix/provide resolution as per the Service levels given at Section-9 of this RFP document. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the FPS location shall be borne by the concerned bidder.
10. The bidder has to ensure that the ePoS devices, application software functionalities and any other components, equipment, peripherals involved in implementation solution meet the current STQC/UIIDAI guidelines and any changes in future shall be addressed via formal change request.
11. POS devices shall be preloaded with the developed client application. Client application upgrades (if any) and its implementation at FPS shall be provisioned at no extra cost to the Department during the contract period.
12. SI shall provide necessary software and technical document including drivers, installable, manuals, to enable Department of Food in using devices and also integrating these devices in their existing/new business applications.
13. The SI shall provide Software Development Kit (SDK) support for all popular software languages including Android/Java, .Net, C/C++ etc. The SDK should be compatible with all versions of Windows, Linux and Android Operating System
14. In case Fair Price Shops increase in the State in the future, the SI shall be willing and able to service those shops as per the finalized rates and terms and conditions described in this RFP document.
15. The security of the machine will be the responsibility of the FPS shop keeper after handing over the machine to him. In case, any ePoS device fails to perform as expected, due to defects caused by reason such as mishandling, misuse, abuse, physical damage, lightning, unauthorized opening of ePoS devices, the same would be required to be

repaired/replaced by SI. Regarding mishandling, misuse, abuse, physical damage, unauthorized opening of ePoS devices/mobile terminals by FPS dealers, the Department would constitute a committee comprising of FCS&CA staff at district level. In case committee finds that damage has been caused due to mishandling, misuse, abuse, physical damage, unauthorized opening of ePoS devices/mobile terminals by FPS dealers. The cost of ePoS would be paid by FPS Dealer. Charges/landing cost after the completion of:

1. 1st Year – 80% of the MRP declared on the cost of the device whichever is low.
2. 2nd Year – 60% of the MRP declared on the cost of the device whichever is low.
3. 3rd Year – 40% of the MRP declared on the cost of the device whichever is low.
4. 4th Year – 20% of the MRP declared on the cost of the device whichever is low.

The MRP/Landing Cost of ePoS to be paid by FPS Dealer would be indicated by the SI as part of financial bid.

5.1.3. Supply of SIM Cards and other consumables for ePoS devices

1. The SI must provision for reliable internet connectivity not less than 3G/4G for all ePoS devices distributed at all the FPS. Based on the mobile footprint survey report submitted by the SI, at least two SIM (3G or above) cards from two different service providers as mentioned in the report shall be provided to the FPS dealer by the SI. Ensuring reliable connectivity will be the sole responsibility of bidder. The bidder must address any connectivity issue raised by the FPS dealer on a top priority basis.
2. The SI must ensure, wherever required, an antenna (at no additional cost) needs to be provided to boost the signal strength to the ePoS device at the FPS.
3. The SI needs to ensure that every ePoS device shall be provided with a carry case to protect the device from regular wear and tear along with 1 additional charger and 1 additional battery.
4. The SI shall provide thermal paper rolls per FPS per month for use in ePoS devices for generation of transaction receipt. Consumables-thermal paper rolls used more than three rolls shall be chargeable to the FPS holder at MRP only. SI shall not apply any additional surcharge on the thermal paper rolls.

5.1.4. Features of ePoS application:

1. The SI shall develop and customize the ePoS application. This application will also store and retrieve relevant transaction details in ePoS device, at least till the information is transferred to the central server.
2. The ePoS application must capture Aadhaar seeding flag against the registered beneficiary while pulling the beneficiary data from the ration card management software. Further, the ePoS application should prompt for Aadhaar based authentication for the ration cards where Aadhaar number is captured in the RCMS database even for any one of the member of the family also. System should also have a provision which will enable the Department of FCSCA from preventing the sale of commodity against a ration card with Aadhaar number seeded in the in the ration card database at FPS shops

without Aadhaar based authentication. In such a case, option 2 (OTP based) and option 3 (Photo ID based) authentication options will be made available to the FPS dealer.

3. The SI shall use PKI based encryption to store and retrieve all relevant transaction details in the POS device. No specific PKI based encryption is desired however the security must be provided as per the best practices.
4. The ePoS client application shall be user friendly, easy to operate, bi-lingual and configurable to display text in either English, Khasi and Garo by an operator with minimum qualification.
5. The SI shall incorporate Back-up and Restore facility in the ePoS devices as necessary, till last committed transaction. Any data recovery, whether due to ePoS device replacement or any other reason(s), shall be carried out by the SI. Restoring back shall be the sole responsibility of the SI.
6. The ePOS device and the ePoS application supplied under this project may be put to use towards implementation of the cashless (Aadhaar based) payments or direct benefit transfers implementation or any other additional schemes/projects envisaged by the Government from time to time within the project period. The devices and the ePoS software should therefore have the necessary technical capability to implement the above schemes. The software patches/applications required for such additional schemes shall be developed by the SI. Further client application upgrades (if any) and its implementation at FPS shall be provisioned at no extra cost to the Department during the contract period.

5.1.5. Development of training material & training to FPS Dealers and FCSCA officials:

1. SI must prepare and supply the training material in English, Khasi Garo The material developed should be highly user friendly and should have update contact information pertaining to the local office, helpdesk support number and escalation point. Such material shall be shared to FPS dealer by the SI directly as well as through District FCSCA office.
2. SI must ensure that the training material developed are uploaded on the FPS portal and can be accessed online.
3. The SI shall give training to all ePoS operators in the use of devices as well as in troubleshooting of simple/basic errors. The trainings will be conducted on the weekly off day when the FPS remains closed. There will be at least 5 trainings (2 before the project go-live and remaining 3 to be conducted ones in a month [between 1st to 5th of the month] for first three months) to be conducted for all ePoS operators. The induction training will be a class-room based training to be conducted at the block level. The on-the-job level training will be need based training that will be conducted at the FPS level as per the request of the food Department. The contents, trainers, Computer/laptop with Projector and training manual and training will be provided by the SI. The venue of the training and logistics support for training will be provided by the Department of F&CS, Government of Meghalaya. Beyond the minimum requirement, the SI has to assess the number of trainings depending on the Fair Price Shops in each district.
4. The SI shall also be responsible to provide training to all district/subdivision officials. The training would include basics of the devices, key functionalities and features, usage

guidelines, safety measures, etc. The venue of the training shall be at District HQs, and sitting for training will be made by the Department of Food and Civil Supplies.

5. SI must ensure all the executive working in the centralized Helpdesk are trained to provide Level-1 support to the FPS dealer. An undertaking in this regards needs to be submitted by the SI to FCSCA Department once at the time of start of operations and subsequently as and when the employees are replaced by the SI.

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

1. The SI shall deploy sufficient resources to plan and manage the installation and regular maintenance, health check-up of ePoS devices at all service points in in the area of operations. The SI shall ensure that the ePoS devices are delivered and installed in a safe and secure manner.
2. The SI will have to provide sufficient technical manpower at each district and subdivision to ensure seamless operation at FPS. The technical team of SI shall comprise of minimum 2 personnel at the Department of FCS&CA (one senior manager and one junior manager, who will be working closely with all the District/Subdivision Supply offices) and at least 2-3 field technicians at each District and Subdivision (numbers may increase depending upon the size of the district/subdivision). The personnel of the SI will pay regular visits to FPS and handle field call. This team shall be responsible to address any kind of technical or operational issue being faced the FPS dealers on priority basis and shall conduct if the ePoS devices are in working condition a regular basis. Apart from the technical team the SI shall also deploy minimum of 1 resource who will work at divisional commissioner level within that group. .
3. SI will ensure that the list of all the staffs district/subdivision wise along with their email id and mobile number are shared with FCSCA Department and FCSCA Department.
4. The SI shall set up an office with mobile and separate email ID for each District/Sub-Division allocated to him. Details of the office and staff along with contact details needs to be made available to the Department and FPS dealers. It is recommended that a official email ID should be used staff of SI for the purpose of receiving communications from FPS dealers and other stakeholders (for example pds_<District/Subdivision_name>@<SI_name>.com).
5. The SI shall also be required share the escalation matrix along with the name of project director and senior executive in the companies with FCSCA Department

5.1.7. Helpdesk support

1. SI will setup centralized call center for helpdesk support with minimum no. of 2 personnel. No. of seats can be increased based on the requirement. The helpdesk should have a single telephone number for technical/ operational support. Complaints from the field will be registered at this central helpdesk.
2. The helpdesk shall perform both inbound and outbound functions.
3. Bidder shall deploy helpdesk application, which will maintain log of issues, time and date of receipt of call, cause / nature of problem (network, hardware etc.), date & time of resolution provided etc. On reporting of complaint by FPS dealer, Issue Ticket will be generated and SMS will be sent to the complainant. The help desk executive(s) should

also be trained resource(s) who shall be able to provide Level-1 support to the FPS dealers and should be able to resolve complaints over phone.

4. For complaints which the helpdesk executive is not able to resolve communication (complaint details) should be immediately forwarded to the nodal officer appointed at District/Subdivision level by the System Integrator. The nodal officer appointed by SI will resolve the issue and communicate to Helpdesk on partially closing of the ticket. Helpdesk agent will call the complainant and on the basis of feedback received, ticket will be closed. If negative feedback received from complainant then ticket will remain open.
5. The issue shall be resolved within the 48 hours of the reporting. The SI shall provide the access of the complaint logging application to the Department and will share the weekly report to the Department.
6. Helpdesk should have voice logger to record all the complaint/grievances/feedbacks received from the complainant. The recordings shall contain detailed call information such as date, time, call duration, agent ID, caller number, complaint ID, etc. These recordings should also be made available securely for review by Department officials for service quality monitoring.
7. The helpdesk shall be operational from 10:00 AM to 5:00 PM all days except Govt. Holidays. The entire cost of the operation involved in the setting up and operations of the Helpdesk shall be borne by the SI as a part of scope of work under FPS automation.

5.1.8. Application for FPS Automation, Remote Terminal Management Software for Monitoring of ePoS devices, Enterprise Management System, Regular Health Check-up:

1. Bidder shall develop, host and maintain the FPS Automation software application for supply and distribution of food grains for the usage over ePoS device. The software must be developed and customized as per the needs to FCSCA Department; NIC and FCSCA Department and the hosting should be carried out in a data center (at least Tier-III level) within India.
2. The SI shall ensure the application developed is security audited by cert-in empaneled agency and is capable of transferring the data from all ePoS devices deployed at all FPS to the central server through online with-portable mode with Aadhaar (using Aadhaar API V_2.0 or above) or OTP based authentication. Data would be synchronized with the FPS automation application database on real-time basis. It will be the responsibility of the SI to ensure that data synchronization is happening in a seamless manner and without any delays. The SI should also have provision of Online non-portable mode where in the data would be synced with the data base once at the closing every day. It may be noted that the Department plan to migrate from FPS automation server provided by the SI(s) to the Central FPS automation server provided by NIC in due course of time. Under such conditions the FPS automation software shall be provided by the NIC and bidder must ensure the ePoS client software installed on the ePoS devices is able to work seamlessly. The SI will also ensure the seamless switch over from the SI's FPS Automation software to NIC FPS Automation software.

3. SI will develop and share API for transfer to data pertaining to unique transaction from FPS automation application to PDS Portal of NIC.
4. The SI will ensure redundancy in terms of both Lease line as well as application servers to ensure seamless operation and business continuity as the FPS shops. The SI must ensure FPS Automation software/server availability of 95% between 8 AM to 8 PM from 5th to 30th of every month. Any kind of downtime or major maintenance activities required to be undertaken by the SI should be planned from 1st to 5th of every month. In case of breach, the SI shall be penalized as defined in section 6 of this document.
5. The SI must also ensure that the ePoS device supplied to the FPS shop can be upgraded and monitored remotely through a Remote Terminal Management Software. The remote terminal monitoring software using push method will updated latest OS patches, applications software patches and new software releases on the ePoS devices. The software will also be used to daily remote monitoring of the availability of ePoS devices in FPS shops.
6. Such remote terminal desktop monitoring facility for the ePoS machine should be available online at the State Level as well as District level (if required).
7. The remote terminal monitoring software should have provision of generating report of functional and non-functional ePoS terminal at FPS at any time and for any defined period (daily, interval wise, weekly, monthly).
8. The SI shall deploy / implement an Enterprise Management System (EMS) to monitor and measure the SLA performance indicators listed in Section-9.5.2 of this RFP document. EMS shall be able to provide online access to FCSCA Department and their authorized representatives shall be able to provide downtime and historical information of the same. EMS shall have a suitable complaint management module to log and track complaints received from users of the system. The same shall also be available to the FCSCA Department and their authorized representatives for logging new complaints which trigger suitable alerts to the Helpdesk personnel for necessary corrective actions.
9. The EMS tool shall generate suitable MIS reports (as desired by the Department during the contract period) to meet the requirements of the FCSCA Department in monitoring the POS operations and performance indicators. An indicative list of reports needed to be supported include:
 - a. Reports to provide evidence of adherence to SLAs.
 - b. Root cause analysis of most frequent (e.g. top 10) queries / complaints.
 - c. District/Subdivision wise complaints details.
 - d. Complaints details: Classification based on the nature of the complaints.
 - e. Analysis of complaints/grievances with longest turnaround time.
 - f. Total number of calls landed at the helpdesk facility, answered calls, unanswered calls: for a given user defined period.
 - g. Total number of out bounds calls made to the FPS dealers along with the details
10. SI shall provide a self-diagnostic tool installed on the POS device or a suitable remote management tool to check the working status of various components of the ePoS device and generate report of the same. Such report should be made available on the remote ePoS monitoring system for download by FCSCA Department or their authorized representatives.

11. SI shall also carry out physical check-up of the device provided to the FPS dealers once in 6 months and should submit a report on Block-wise FPS-wise health check-up at the District FCSCAoffice and with a district-wise FPS-wise report to FCSCA Department (HQ) also.

6. Implementation Schedule

SI shall be required to adhere the following implementation timelines for the completion of activities as under:

Sl.	Activity	Completion Schedule (in weeks)
1	Signing of contract	T
2	Identification of SPOC for State and each of the division within the allocated group.	T+1
3	Mobile foot print (signal strength) survey across all the FPS shops and submission of FPS wise report	T+3
4	Development of ePoS application software, remote desktop monitoring system, SLA monitoring application	T+4
5	Preparation and Submission of Training Manuals & User Manuals and Conducting Workshops, TOT Trainings	T+6
6	Setting-up of Centralized Helpdesk	T+6
7	Setting up of district level nodal office with trained man power	T+6
8	Deployment, Installation of ePoS devices (along with customized application) and start of provision of services across all FPS shops across all districts in the Groups allotted to bidder	T+7
9	Final Acceptance Test completed by the Department	T+8
10	Go-live (for calculation of five years of engagement period)	T+9 week onwards
11	Implementation of Change Request to add new features and functionalities	Within 4 weeks from the date of such request / direction or as agreed by FCSCA Department and SI.

The Go-live for the start of 5 years engagement shall be at the district/subdivision level. The go-live definition for a district will be: **Commencement of online transactions on 100% of the ePoS devices in that district/Subdivision.** Whereas, the definition of a completed transaction will be: **Complete communication between ePoS device and PDS/FPS automation server for that transaction.** Further, 1st of every subsequent month shall be considered as the date for Go-live of a district, irrespective of the completion date of installation and operationalization of ePoS devices in all FPSs during the month. Only upon achieving the Go-Live the SI shall be allowed to raise the invoice for the transaction carried out through ePoS device.

Bidder will need to strictly adhere to the implementation schedule and obtain final acceptance as per the implementation schedule. In case there is delay from bidder in obtaining the final acceptance as per the implementation schedule, liquidated damage charges due to delay in implementation shall be levied upon the bidder by FCSCA Department as mentioned in the

Section 10.15 – “Liquidated Damage” of this RFP document. If the bidder is not able to complete the Go-Live and the delay goes beyond 9 weeks then the FCSCA Department shall ask the SI to clarify the reason for delay and propose an alternate deployment plan to the FCSCA Department. In case of a continuous delay of 13 weeks the agreement is liable to be terminated at the discretion of the FCSCA Department in consultation with the Department. In such case the FCSCA Department may forfeit the bank guaranteed submitted by the SI.

7. Support

- a. The SI shall provide support as per the service level agreements mentioned in the **Section 9.5** of this RFP document.
- b. The SI shall cooperate with third-party external auditors for conducting certifications and audits and shall also assist in strengthening of processes by attending to audit points. FCSCA Department shall appoint the third party auditor however SI will bear the cost for the same.
- c. The SI needs to ensure to provide support for the device. In case any of the device models becomes obsolete, the SI shall offer new item/model with the same make and same or higher specification at no additional cost. The proposed device should comply with the STQC/UIDAI Guidelines and shall be offered to the Department for evaluation and acceptance. The SI shall provide technical document and manpower support to enable the Department in evaluation process.
- d. The SI shall make available additional ePoS Machines at each district level of the state to address any machine break-downs. SI shall ensure that the stock maintained at the district level is sufficient enough to ensure timely replacement of faulty devices at FPS. In case of any delay in the repair/replacement of ePoS terminals a penalty shall be imposed on the SI for each incident SI shall be required to certify such availability of the stock of ePoS devices in good and running conditions on monthly basis to the District FCS office. In case, if during the course of operations at any given point of time Department realizes that the stock maintained at the district office is not sufficient and there are delays observed in the replacement of the ePoS devices resulting in delay in the distribution of food grains, the Department will increase the ePoS devices stock percentage to be maintained by the SI. The repair / replacement (as the case may be) would be the responsibility of the concerned SI. Also, it would be the responsibility of SI to collect the faulty devices from the FPS.

8. Exit Management

8.1. Purpose

- a. This clause sets out the provisions which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the vendor during/as part of the activities related to the project, the Government of Meghalaya, shall have the right to, at its sole discretion; apply this clause with or without seeking an appropriate remedy from the vendor.

- b. The Parties shall ensure that their respective associated entities, in case of the client, Government of Meghalaya or its nominated agencies and sub-contractors in case of the bidder, carry out their respective obligations set out in this Exit Management.

8.2. Transfer of Assets

- c. The Government of Meghalaya during the Project Implementation Phase and Operation and Management Phase is entitled to serve notice in writing on the bidder at any time during the exit management period as detailed hereinabove requiring the bidder to provide the Food and Civil Supplies Department, Government of Meghalaya or its nominated agencies with a complete and up to date list of the Assets within 30 days of such notice upon service of a notice.
- d. The System Integrator and any individual assigned for the performance of the services under this clause must handover or cause to be handed over all Confidential Information and all other related materials in its possession.
- e. That the products and technology delivered to the Client during the contract term or on expiry of the contract duration must not be sold or re-used or copied or transferred by Vendor to other locations apart from the locations mentioned in the RFP without prior written notice and approval of the Department. All the project components (ePoS devices, software and hardware components) used including project documentations etc. used by SI for the Food and Civil Supplies Department, Government of Meghalaya shall be the legal properties of the FCSCA Department.

9. Financial Model, Payment Schedules and Service Level Agreements

9.1. Financial Model for the SI

Food and Civil Supplies Department, Government of Meghalaya is looking forward to adopt a new financial model towards the implementation/rollout of FPS Automation application across Fair Price Shops in the State.

The financial model shall be based on the quantity of commodity sold by the Fair Price Shops to the intended PDS beneficiaries under NFSA through electronic Point of Sale (ePoS) device and reported on the State-level NIC PDS Portal (<http://164.100.59.14/FpsSales/ML>) or any other portal as decided by State Government, by the SI.

The key principles are as follows:

- i. The pay out to the bidder(s) shall be based on the quantity (**in quintals**) of commodity (Wheat & Rice) sold by the Fair Price Shops to the intended PDS beneficiaries through Point of Sale (ePoS) device and reported on the NIC PDS Portal (<http://164.100.59.14/FpsSales/ML>) or as decided by State Government by the bidder. In order to provide clarity to the bidder(s), two months district wise allocation order for the Commodity (Wheat & Rice) in both rural and urban areas of Meghalaya is annexed at **Annexure-VII**.

- ii. The Commercial Bidding Parameter Value (P) for this RFP is the rate quoted by the bidder against per quintal of commodity (Wheat & Rice) sold by the Fair Price Shops to the intended PDS beneficiaries through Point of Sale (PoS) device. This parameter (P) will be used for commercial evaluation as per the terms defined in RFP.
- iii. Based on the total amount of commodity (Wheat & Rice) sold through ePoS devices and reported on the PDS Portal of NIC and the bidding Parameter (P), the monthly fee payable shall be calculated as “Monthly Payable” (MP).

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

It may be noted that for the purpose of making payment FCSCA Department, Government of Meghalaya or their authorized representatives will refer the total quantity of food grains as reported by the bidder(s) on NIC PDS Portal - “<http://164.100.59.14/FpsSales/ML>” or as decided by State Government. Hence, bidder must ensure integration of their FPS automation server with concerned NIC PDS portal.

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

9.2. Payment Schedules

On signing of the contract as **Build-Own-Operate-Transfer (BOOT) model**, the bidder, within the defined implementation schedule as per **Section-6** of this RFP document, shall completed the FPS Automation and should deliver, install and make operational (initiate transactions) the ePoS devices on the FPS shops in the districts/divisions allocated to the bidder by the Department. The bidder shall be responsible for obtaining all the clearances/road permits/ etc. to ensure timely delivery of the devices. After delivery of the device, the bidder shall be required to install, commission and train the Department official and FPS dealers on ePoS operations.

Once the bidder has achieved Go-Live at the district level (minimum level considered for FPS automation) bidder shall be allowed to raise the invoice on monthly basis for that districts where the FPS automation rollout is completed. FCSCA Department, Government of Meghalaya through its authorized representatives shall review the service levels adherence by the System Integrator before making the payment.

9.3. Payments

- 1) The SI shall raise the monthly invoice to FCSCA Department, Government of Meghalaya against the amount of quantity (in quintals) sold by the fair price shop through ePoS devices and reported by the bidder at the PDS portal hosted by NIC for the districts allocated to the SI. The invoice shall be raised as per the formula of the “Monthly Payable” defined at “section 9.1”.

- 2) Payment realized from the Department of Food and Civil Supplies, Government of Meghalaya against the invoice shall be shared among FCSCA Department, Government of Meghalaya and SI.
- 3) Payments of the SI shall be subject to the application of liquidated damages (for period prior to “Go Live”) and/or SLA penalties (if any applicable) as per Sections 10.15 and/or 9.6 of this RPF document respectively, for that month and its adjustments/corrections (for post “Go-Live”) as may be provided for in the Agreement and the SLA.
- 4) The liquidated damages or SLA penalties, if any shall be applicable only on the payment to the SI only. The payments for FCSCA Department, Government of Meghalaya shall not attract any penalties and shall be paid in full.

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

First invoice will be generated after 1 month of Go-live date of the particular district as per implementation schedule. The SI will be paid their share of revenue on monthly basis on satisfactory performance as per the condition of the RFP. Effort shall be made to make payment possibly within 15 days of receiving communication that payment need to be made to the bidder and the receipt of payment from the Department. FCSCA Department, Government of Meghalaya shall be responsible for calculating the monthly fee payable to the bidder for that month as well as any deductions arising out of applicable liquidated damage and/or poor performance or penalties due to SLA breach being levied on the SI as mentioned the section **9.5, 9.6 and 10.15** of the RFP document. The SI will not claim any interest on the arrear/payment due but not paid from FCSCA Department, Government of Meghalaya.

Please note it is recommended that bidder(s) shall carryout SLA administration through EMS and submit the deviation (if any) report along with their invoice. This will help in expediting the bidder’s monthly payments.

9.4. Other Payment Terms

- a. The bidder would raise a monthly invoice along with the information as per the template provided in the **Annexure-VIII**. The bidder should also submit the SLA deviation report and amount of penalty applicable (if any) due to breach in SLAs.
- b. FCSCA Department, Government of Meghalaya shall make the payment to bidder after receiving clearance from the Department regarding the adjustments against applicable liquidated damage and/or the poor performance and penalties levied with respect to the SLAs (if any, applicable).
- c. SLA adherence reports have to be generated by the concerned bidder and the same shall be submitted to FCSCA Department, Government of Meghalaya. This would be used for monitoring of SLA and calculation of penalties (if any), FCSCA Department, Government of Meghalaya at its own discretion may verify the SLA performance reports and penalties.

- d. The penalties, if any shall be applicable only on the payment to the SI. The payments for FCSCA Department, Government of Meghalaya shall not attract any penalties and shall be paid in full.

9.5. Service Level Agreement

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

9.5.1. Services provided by the Bidder

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

9.5.2. Performance Review

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

9.5.3. Definition of SLA Terms

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

Sl.	SLA Terms	Definition
1	Availability	<ul style="list-style-type: none"> • shall means availability of the FPS Automation software (PDS main application) • shall means the availability of remote desktop monitoring application to monitor the health and availability of the ePoS devices • shall mean that the ePoS device remain online i.e. stays connected to the Central PDS Server and communicate/sync with the server in real-time (as per the log files available on the Central PDS Server) • shall means availability of the centralized helpdesk
2	Uptime	Shall mean the time period for which the availability of the specified device/ services / components with specified technical and service standards are working as intended and available to FPS Dealer / ePoS operator and for the purpose of the monitoring of the entire FPS automation program.
3	Downtime	Shall mean the time period for which the specified device/ services / components with specified technical and service standards are not available to FPS Dealer / ePoS operator and excludes the scheduled outages planned in advance by bidder for ePoS device application management, NIC for backend software management / data exchange and by UIDAI for Aadhaar/UID biometric authentication
4	Transaction	Shall mean sale of PDS commodities at the FPSs to the intended PDS beneficiaries using the ePoS device installed and maintained by the SI(s)
5	Incident	Refers to any Complaint / Event / Abnormalities reported in the functioning of ePoS devices commissioned at the FPSs that may lead to disruption in normal FPS operations or FPS Automation application, remote ePoS terminal monitoring application, link failure or non-availability of Helpdesk
6	Helpdesk Support	Shall mean, during Business hours the helpdesk team shall provide Handholding support, Device malfunction reporting, Troubleshooting ticketing, other related enquiries, calls / communications by the FCSCA Department and/or FPS Dealers during the period of contract
7	Device Malfunction	Shall mean any issue / problem that impairs the functionality of the device externally or internally making the device inoperable and(or) working in compromised condition with no or reduced functionality and(or) any other unintended operation through the device
8	Intended Operation (of ePoS device)	Shall mean capability of the device to carryout out health-check, process ePoS based transactions for the distribution of PDS commodities, Aadhaar / biometric or OTP based authentication of beneficiaries at FPS level along with normal functioning of the other aspects of the integrated ePoS device like thermal printer, front and / or back camera, biometric sensor / fingerprint scanner / IRIS reader, card readers, etc. as may be decided by the FCSCA Department in the

Sl.	SLA Terms	Definition
		technical specifications of the ePoS device
9	Response Time	Shall mean the time from the report of incident at the successful bidder's help desk to the time bidder's technician / engineer attended the reported incident
10	Resolution Time	Shall mean the time taken by the bidder's technician / engineer after the incident has been assigned to him / her in resolving, diagnosing, troubleshooting, fixing or replacing the faulty device at FPS level and followed by closing the incident by the bidder's helpdesk in confirmation with the FPS Dealer
11	Monitoring	Shall means continuous monitoring of the service level of the RFP document. The field level monitoring and supervision shall be carried out by the District FCS offices.
12	Penalty	Shall mean deductions/recoveries to be made from the total monthly payable to the vendor for that month in INR from the invoices of the bidder as specified herein due to non-response, inefficiency, under performance and delayed service by the SI. This shall also include any non-compliance of the terms and conditions of the contract
13	Percentage Beneficiaries	Shall refer to the percentage of the total number of ration card holders at a given FPS
14	Online Area	Shall mean the geographical area / FPS location where the POS device is connected with the Central PDS Server in real-time.
15	Offline Area	Shall mean geographical area / FPS location where the POS device is not connected with the Central PDS Server in real-time.

9.5.4. Service Level Parameters

The operational portion of the agreement between Department and the selected Bidder will be in the form of a SLA. All the payments to the Bidder are linked to the compliance with the SLA metrics specified in this document. The table in Sections 9.5.5 and 9.6.2 below specifies the limits and metrics for lower performance and breach levels, which will be entailing penalty to the Bidder. Selected Bidder will provide web based SLA Monitoring tool to Department for efficient and effective monitoring of SLA defined in the RFP.

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

- a. A set of parameters have been identified as key for ensuring the desired performance level for this project.
- b. The table in Section 9.5.5 lists out the baseline performance level, method of measurement and how low performance will be treated by the Department.
- c. The Bidder will get the Payment on the monthly basis if the baseline performance is complied with, as per the payment terms and conditions specified in this document.
- d. Penalty will be calculated as per Section 9.6.

Important Notes:

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

9.5.5. Service Level Targets and Severity for Penalty

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

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
[A]	Centralized Helpdesk Facility						
1	Availability of Helpdesk services to FPS dealers to report incident / log complaints	Availability of Helpdesk facility (over calls, SMSs and emails) during working hours on all working days during a month	No. of Hours	All working days in a month (excl. Govt. holidays) from 10 AM to 8 PM	Facility not available for less than 1 Day (24 Hours)	Facility not available for 1-2 days (24-48 Hours)	Facility not available for more than 2 Days (>48 Hours)
[B]	Client Site Support						
2	Resolution of the incident by bidder's technician /engineer over call with FPS Dealer	e-POS device must be fully operational, facilitating smooth functioning of the project. If any non-functionality is reported in any part of the device seriously affecting the business transaction, then the component/ device has to	Average Resolution Time	Within 48 hours of reporting at the centralized call center, for replacing the component /device and making it functional	>48 hours but <= 60 hours after incident is logged into the system	>60 hours but <= 72 hours after incident is logged into the system	More than 72 hours after incident is logged into the system

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
		be replaced with the spare device for continuity					
[C]	Scheduled downtime for Preventive Maintenance of installed & commissioned POS devices at FPS level						
3	Scheduled Downtime for preventive maintenance of ePoS devices	Scheduled Downtime for preventive maintenance if conducted on working Day (between 1 st and 10 th of every month from 9 AM to 7 PM)	Average Downtime above scheduled downtime	Less than 2 Hours	Between 2 Hours to 4 Hours	Between 4 to 6 Hours	More than 6 Hours
[D]	Availability of FPS Automation/PDS application used for carrying out PDS transactions						
4	Availability of FPS Automation/PDS application	Availability of FPS Automation/PDS application in a month	Availability in Month	=>95% per month except any planned software/hardware/network outage approved by FCSCA between 8 AM to 8 PM	=>92% but <95% of unavailability between 8 AM to 8 PM in a month	=>90% but <92% of unavailability between 8 AM to 8 PM in a month	<90% unavailability between 8 AM to 8 PM in a month
[E]	Remote Desktop based ePoS Monitoring Facility for the Department						
5	Availability of Remote Desktop based ePoS Monitoring Software	Availability of Remote Desktop based ePoS Monitoring Software/Application in a month.	Availability in Month	=>95% per month except any planned software/hardware/network outage approved by FCS Department between 8 AM to 8 PM	=>92% but <95% of unavailability between 8 AM to 8 PM in a month	=>90% but <92% of unavailability between 8 AM to 8 PM in a month	<90% unavailability between 8 AM to 8 PM in a month

Sl.	Service Level Parameter	Sub-parameter	Metric Used	Expected Baseline	Categories of SLA Breach		
					Low	Medium	High
[F]	Security Incident Management (ePoS devices and ePoS Transactions Server) against cyber and physical risks						
6	Security Management Failure. Incidents such as virus attack, denial of service attack, data theft, device theft, etc.	In event of such an occurrence, immediate steps to be taken towards damage control and to secure the system within 6 hours of reporting the incidence at the Helpdesk	Incidents Resolution Time per incident	6 working hours after incident is reported to helpdesk/ call centre	> 6 work hours but <= 8 work hours after report is registered	> 8 work hours but <= 10 work hours after incident report is registered	> 10 work hours after incident report is registered

Factors Considered as External

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

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

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

9.6. Penalties

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

Note: Penalty, if any as per the above table, would be deducted from the total monthly payable to the vendor after Project Go-live. In case penalty amount is higher than the total monthly payable to vendor, the Department will have the right to recover the excess amount from the bidder, in the manner as may be deemed appropriate by the Department

9.6.1. Delay in work during implementation phase

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

Sl.	Delay in Implementation of Project	Penalty (in INR)
1	Delay of up to 4 Week in implementation	50,000 to 2,00,000
2	Delay of up to 8 Weeks in implementation	2,00,000 to 5,00,000
3	Delay beyond 9 Weeks in implementation	50,000 to 1,00,000 per week

In case, if the delay goes beyond a period of **50 days**, the FCSCA Department may reserve the right to terminate the contract. Department in such scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if already made by the Department will also be recovered from the Vendor/Sl.

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

9.6.2. Breach of SLAs during operations and maintenance phase

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
1	Availability of Centralized Helpdesk Services	Availability of Helpdesk facility to FPS dealers (over calls, SMSs and emails) during working hours on all working days during a month	All working days in a month (excl. Govt. holidays) from 8 AM to 8 PM	None	No penalty
			Facility not available continuously for 24 Hours	Low	INR 5,000 per incidence
			Facility not available continuously for 24 Hours to 48 Hours	Medium	INR 10,000 per incidence

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
			Facility not available continuously for more than 48 Hours	High	INR 20,000 per incidence plus 1,000 per 24 hours
2	Client Site Support - Resolution of the incident by SI's technician /engineer	The e-POS device has to be installed at the various locations and must be fully operational, facilitating smooth functioning of the project. If any non-functionality is reported in any part of the device seriously affecting the business transaction, then the component/ device has to be replaced with the spare device for continuity	Within 48 hours of reporting at the centralized call center, for replacing the component /device and making it functional	None	No penalty
			>48 hours but <= 60 hours after incident is logged into the system	Low	INR 100 per incidence
			>60 hours but <= 72 hours after incident is logged into the system	Medium	INR 200 per incidence
			More than 72 hours after incident is logged into the system	High	INR 500 per incidence plus INR 100 per day
3	Scheduled Downtime for preventive maintenance of ePoS devices	Scheduled Downtime for preventive maintenance if conducted on working Day other than that between 1 st	Less than 2 Hours	None	No penalty
			Between 2 Hours to 4 Hours	Low	INR 1,00

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
		to 5 th of every month	Between 4 to 6 Hours	Medium	INR 2,00
			More than 6 Hours	High	INR 5,00 plus 100 per hour
4	Availability of FPS Automation/PDS application	Availability of FPS Automation/PDS application in a month except any planned software/hardware/network outage approved by FCS Department	>=95% per month	None	No penalty
			=>92% but <95% of unavailability during the month	Low	INR 10,00
			=>90% but <92% of unavailability during the month	Medium	INR 25,00
			<90% unavailability during the month	High	INR 50,00 plus 10,00 of each percentage drop
5	Availability of Remote Desktop ePoS Monitoring Software / Facility for the FCSCADepartment	Availability of Remote Desktop ePoS Monitoring except any planned software/hardware/network outage approved by FCS Department Software/Application in a month	>=95% per month	None	No penalty
			=>92% but <95% of unavailability during the month	Low	INR 5,000
			=>90% but <92% of unavailability during the month	Medium	INR 10,000

Sl.	SLA Parameter	SLA Sub-parameter	SLA	Category of SLA Breach	Penalty (in INR)
			<90% unavailability during the month	High	INR 25,000 plus 15,000 of each percentage drop
6	Security Management Failure. Incidents such as virus attack, denial of service attack, data theft, device theft, etc.	Level-I incidents: In event of such an occurrence, immediate steps to be taken towards damage control and to secure the system within 6 hours of reporting the incidence at the Helpdesk	6 working hours after incident is reported to helpdesk/ call center.	-	Every occurrence of Level-I security incident would attract a penalty of INR 5,000/-
			> 6 work hours but <= 8 work hours after incident report is registered.	Low	INR 15,000/-
			> 8 work hours but <= 10 work hours after incident report is registered.	Medium	INR 25,000/-
			> 10 work hours after incident report is registered.	High	INR 50,000/- plus INR 5,000/- for every additional hour.

10. Contract Terms & Conditions

- The successful Bidder shall execute an agreement/contract within 15 days from the 'Award of Contract' from the FCSCA Department. Only in certain exceptional circumstances, on

request for extension by successful bidder in writing, the Department reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.

- In addition to terms and conditions being mentioned hereunder, all terms and conditions of the RFP and corrigenda issued will also be applicable for the contract.
- There shall be agreement between the Department of FCSCA and Successful bidder. On failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.

10.1. Performance Bank Guarantee (PBG)/ Security Deposit

- a) The System Integrator shall be required to submit PBG of **5%** of the total **annual** contract value. The contract value, for the purpose of PBG, shall be arrived at using the following formula:
- b) *Contract value = (Commercial Bidding Parameter (excluding GST) as quoted in the Financial Proposal) x (Total amount of quantity allocated to the bidder) x (12)*
- c) The PBG should be issued by a Scheduled Commercial /Nationalized Bank in India, in favour of **Director, FCS&CA** payable at State Bank of India.
- d) The System Integrator shall have to submit the PBG as per the format given at Annexure IV.
- e) 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 six years from the date of signing of contract.
- f) 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
- g) 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.

10.2. Validity period/Duration of the engagement

The engagement shall remain in force for 5 years from date of signing of Contract.

10.3. Taxes and Duties

Rates should be inclusive of all Taxes and inclusive of all other items.

10.4. Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof. However, in case of circumstances beyond the control of bidder, transfer/ sub-contracting may be permissible with the written concurrence of

Principal Secretary/Secretary, Department of Food and Civil Supplies, Government of Meghalaya.

10.5. Completeness of Contract

The contract will be deemed as incomplete if any component of the hardware, software, handholding, Training, etc., or any documentation relating thereto is not delivered, or is delivered but not installed and /or not operational or not acceptable to the indenter/buyer after acceptance testing /examination. In such an event, the supply and installation of hardware, application software, and other software will be termed as incomplete. The hardware & application software will be accepted by concerned officer of the Department after successful commissioning and satisfactory functioning of equipment.

10.6. Suspension & Termination of System Integrator

- a) Subject to the provisions mentioned here under this Agreement shall terminate at the expiry of the agreement term.
- b) Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- c) Either party with the consent of the other party can terminate this Agreement by giving a 30-day written notice.
- d) The FCSCA Department reserves the right to terminate the contract in case System Integrator gets blacklisted by the Government of Meghalaya, or any other Ministry of Government of India, or any other State/UT Government/Administration during the course of Project or if SI is convicted in a legal/tax evasion case or on account of any other legal misconduct of the SI.
- e) FCSCA Department reserves the right to terminate the contract if deductions on account of penalties & liquidated damages exceeds more than 10% of the total contract price.
- f) The FCSCA Department may serve written notice on SI at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the SI.
- g) In the event that the FCSCA Department terminates this Agreement due to the breach of the SI as per the conditions of this agreement, the Department shall be entitled to invoke the Project Performance Guarantee.
- h) Upon expiry, this Agreement may be extended and/or renewed and/or taken over by the FCSCA Department on behalf of Government of the subject to the terms of this Agreement.
- i) The Department may, at any time, terminate the engagement by giving 30-day written notice to the System Integrator without any compensation (if the System Integrator becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department)
- j) The engagement of the bidder shall be suspended, and the bidder may be blacklisted forthwith by the FCSCA Department under following circumstances/reasons:

- Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
 - Deviation found in quality and quantity of the product supplied, or
 - On finding software supplied with hardware as pirated, or
 - If it is found that during the process of award of contract, fraudulence was made by the bidder or the vendor if found to resort to the fraudulent practice in getting supply order like offering incentive in terms of free product or money.
- k) As stopping the supply of faulty/substandard product and taking appropriate action in this regard is of an urgent and emergent nature required to protect the interest of the Government, the engagement of the concerned will be suspended. However, before taking the final decision on the matter, all concerned will be given reasonable opportunities to explain their stand. After enquiry, if the bidder is found guilty, the engagement of the concerned bidder for the product in question will be cancelled and other appropriate legal action shall also be initiated against all concerned. In case of any dispute, the decision of the Principal Secretary/Secretary shall be final and binding.

10.7. Compensation for Termination of Contract

If the bidder fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed by FCSCA Department, without any valid reasons acceptable to FCSCA Department, FCSCA Department may terminate the contract after giving 1 month notice, and the decision of FCSCA Department on the matter shall be final and binding on the bidder. Upon termination of the contract, FCSCA Department shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

10.8. Amendment

No provision of Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of all the parties and which expressly states to amend the present Contract.

10.9. Corrupt / Fraudulent Practices

The Purchaser requires that the Bidders under this tender should observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Purchaser defines the terms set forth as follows:

- a) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, procurement process or in contract execution;
- b) In the event of corrupt practice and fraudulence in addition to penal action as per the terms and conditions of the contract, legal action shall also be initiated against the concerned.
- c) "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or a procurement process or an execution of a contract to the detriment of the

Purchaser, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Purchaser of the benefits of the free and open competition;

- d) The Purchaser will suspend the award of contract/black list the bidder if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- e) The Purchaser will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

10.10. Resolution of Disputes

FCSCA Department, Govt. of Meghalaya and the successful bidders shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute, arising between them under or in connection with the contract.

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved, shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Secretary, Department of Law/Legal Affairs, Government of Meghalaya ("Law Secretary"). The provisions of the Arbitration and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Shillong, Meghalaya India.

10.11. Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Shillong, Meghalaya only.

10.12. Indemnity

The successful bidders/System Integrator shall indemnify, protect and save the Department and the Department against all claims, losses, costs, damages, expenses, action suits and other proceeding, resulting from infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components (like system software, software tools, hardware etc.) and the services rendered under this tender.

10.13. Publicity

Any publicity by the SI in which the name of the FCSCA Department or their authorized representatives is to be used, shall only be done with the explicit written permission of the FCSCA Department or their authorized representatives.

10.14. Compensation for Termination of Contract

If the SI fails to carry out the award / work order in terms of this document within the stipulated period or any extension thereof, as may be allowed, without any valid reasons acceptable to FCSCA Department, it may terminate the contract after giving 1 month's notice, and the decision of FCSCA Department on the matter shall be final and binding on the bidder. Upon termination of the contract, Department shall be at liberty to get the work done at the risk and expense of the bidder through any other agency, and to recover from the bidder compensation or damages.

10.15. Liquidated Damages

Time is the essence of the Agreement and the delivery dates are binding on the System Integrator.

In the event of delay in execution of work as specified in this Contract / furnishing of deliverables, or any gross negligence leading to delays in implementation of the project before Go-Live, for causes solely attributable to the System Integrator, the FCSCA Department shall be entitled at its option to recover liquidated damages from the System integrator. The bidder shall be liable to a penalty as per Section 9.6.1 of this RFP document or as agreed in the contract. In case, if delay goes beyond a period of 50 days, the FCSCA Department may reserve the right to terminate the contract. Department in such scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if already made by the Department will also be recovered from the SI.

This right to claim any liquidated damages shall be without prejudice to other rights and remedies available to FCSCA Department under the contract and law.

10.16. Performance Obligations

While providing services as per Scope of Work, the successful bidder shall ensure that there is no infringement of any patent or design rights or violate any intellectual property or other right of any person or entity and shall comply with all applicable Laws, Statute, regulations and Governmental requirements and he/she shall be solely and fully responsible for consequence / any actions due to any such infringement.

10.17. Training of FPS Dealers and Govt. Officials

Training sessions conducted by SI for the FPS dealers and identified Govt. Officials/ other key stakeholders, shall be verified by authorized representatives of the FCSCA Department, who will conduct a survey, collect feedbacks from the participants and submit a report on quality and effectiveness of the training provided by the SI.

10.18. Security Audit of the FPS Automation System

It is the responsibility of the service provider to make the application software audited by CERT-In empaneled agency authorized for providing security and controls certificates. Solution provider has to produce the certificate within 1 month from the date of UAT sign off and this

must be before going live. Costs for security audit and all certifications are to be borne by the Solution provider.

10.19. Quality of the FPS Automation System

Department will engage a third-party quality certification agency for quality certification of the software application. It is the responsibility of the selected vendor to make the application software certified by the quality certification agency selected by Department. The Selected vendor should complete the quality certification process within 1month of delivery of software. The entire cost for quality certification has to be borne by the selected vendor.

10.20. Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) For purposes of this clause, "Force Majeure" means an event beyond the control of both the parties (Govt. & SI) and not involving the both the parties and not involving the fault of both the parties and negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- c) If a Force Majeure situation arises, the any of the parties shall promptly notify the other in writing of such conditions and the cause thereof. Unless otherwise directed by, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
- d) The Department may also discuss the issue with the system integrator and revise the existing timelines for the Project. If the system integrator does not complete the Project Implementation in accordance with the revised timelines, the Department will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
- e) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- f) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the fore going, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - (i) Natural Events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
 - Explosion or chemical contamination (other than resulting from an act of war);
 - Epidemic such as plague;

- Any event or circumstance of a nature analogous to any of the foregoing
- ii. Other Events (“Political Events”) to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
 - Any act of Government
 - Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
 - Any event or circumstance of a nature analogous to any of the foregoing

10.21. Right to terminate the process

FCSCA Department, reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

FCSCA Department makes no commitments, explicit or implicit, that this process will result in a business transaction with anyone. Further, this RFP does not constitute an offer by FCSCA Department. The bidder’s participation in this process may result in the FCSCA Department selecting the bidder to engage in further discussions and negotiations.

11. Annexures to this RFP

11.1. Annexure I: Technical Specification of ePoS Devices/Mobile Terminals

11.1.1. Electronic Point of Sale (ePoS) Devices Technical Specifications

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	1 GB 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	USB 2.0 or higher. The USB port should support device battery charging through any other USB charging source, RS-232 (optional)
7	Display	3.5 inch or higher color TFT Display supporting QVGA (320 x240) or better resolution.
8	Key Pad	Hard (Optional) 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 GSM/LTE SIM slot and minimum one SAM slots for software upgradation in device.
12	Printer	2" or higher Thermal / Non-Thermal Printer
13	Audio (Optional)	Good quality Speaker with 1W or higher output for announcements.
14	Finger Print Scanner	STQC certified Finger Print Module
15	IRIS Scanner (Optional)	STQC certified IRIS scanner Module
16	Smart Card (contact type) (Optional)	1 or 2 Number of Smart Card Reader & Writer (ISO 7816 Complaint)

Sl. No.	Description	Specifications
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 : 3 feet, 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	Suitable Warranty support

11.1.2. Mobile Terminal Technical Specifications

Sl. No.	Feature	Specifications
1	Display	7" inches or higher scratch resistant multi point capacitive touch screen with minimum WSVGA resolution (1024 X 600)
2	Processor Speed	1 GHz Dual Core or higher ARM /x86 processor or equivalent
3	RAM	1 GB or higher
4	Inbuilt Storage	8 GB or higher flash memory
5	Expansion Slot	At least a micro SD slot supporting up to 32 GB memory card
6	Audio	Good quality Speaker with 1W or higher output for announcements.
7	External Keyboard support (optional)	Device should support keyboard through USB or Bluetooth interface.
8	Connectivity	Device should have dual GSM/LTE SIM slots and should support 3G, GPRS and Wi-Fi, should support GPS feature.
9	USB ports	At least one free USB port shall be available after setting up the entire solution including peripheral devices
10	Battery	Rechargeable 4000mAH or higher, Li-ion or Li Polymer battery capable of providing minimum 6 hours of operation while all function of device active.
11	Operating System	Operating system should be Linux (Latest Stable Kernel)/Android 4.0 or higher/Windows. Device operating system which supports HTML5 based web browser and CSS 3
12	Certification	RoHS (Restriction of Hazardous substance) CE or UL
13	Camera Barcode Reader	Capable of reading 1D line barcode and QR codes with minimum 5Mp auto-focus camera
14	Indicators	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.,
15	SAM slot	Device should have at least a SAM slot to support secure loading of signed applications
16	Biometric Sensor	STQC certified Finger Print Module
17	IRIS Scanner (Optional)	STQC certified IRIS scanner Module
18	Smart Card Reader (Optional)	ISO 7816 Compliant

Sl. No.	Feature	Specifications
19	Environment & Durability	<p>Dry heat test- Operating (50 ±2°C for 2 hrs) -Storage-55 ±2°C for 16hrs.in accordance with IS:9000/part3/section-5/1977(reaffirmed in 2007). Cold test – Operating (0 ±3°C for 2 hrs) Storage-minus10degC For 4 hrs. at a temp. of 0 degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).</p>
		<p>Damp heat Cyclic --Operating-40°C,95%RH for (12+12 hrs)), No. of cycles : 2 in accordance with IS:9000/part-5/section-1/1981 (reaffirmed in 2007). During last half an hour of each environmental conditioning as above and after recovery period of two hours the product be checked for 1:1 authentication</p> <p>Drop/Free Fall Test, in unpacked, switched off and normal handling conditions (Height : 3 feet, Total no. of falls : 2)</p> <p>Vibration Test should be in packed condition, switched off conditions (10-150Hz, 0.15mm/2g, 10 sweep, cycles/axes)</p> <p>Bump test should be in packed condition, switched off condition.(1000Bumps, 40g, in vertical position)</p>
20	Printer	Integrated or external
21	Antenna (mandatory)	Internal
22	Terminal Management	Device should be remotely manageable in secured mode
23	Warranty	Suitable Warranty support
ELECTRONIC WEIGHING MACHINE SPECIFICATIONS		
1	Weighing Scale Type:	Platform Scale
2	Capacity(kg):	100
3	Usage:	Business
4	Warranty	3 Year(s)
5	Platform Size WxH(mm):	500x600
6	Accuracy:	±10 gm
7	Model Type:	Platform Scale
8	Color:	Any
9	Material:	Steel
10	Battery Back up	Back up of Minimum 10 hours

11.2. Annexure II: Technical Proposal Formats

11.2.1. Cover letter (on bidder's letterhead)

To

Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lachumiere
Shillong - 793001

Sub: Submission of Technical Proposal

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

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

We attach hereto our responses to Technical requirements.

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

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

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

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

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

Following are the particulars of our organization:

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

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

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

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

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]
[Business Address]

11.2.2. Checklist for Technical Proposal.

(The technical proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the technical proposal)

Sl.	Documents to be submitted	Submitted (Yes /No)	Documentary Proof (Page No.)
1.	Covering letter for Technical proposal		
2.	Statement of No deviation as per Annexure - IV		
3.	Declaration from bidder for not being blacklisted by any Government Entity as per format given at Section 11.2.3		
4.	Manufacturers Authorization letter as per Annexure - V		
5.	Details of Technical Manpower available with bidder as per Section 11.2.4 Certified by Auditor / Company Secretary/ HR		
6.	Certificate of Incorporation / Registration Certificate / MOA and AOA.		
7.	Copy of Audited Balance Sheet for last 3 Financial Years (FY 2014-2015, FY2015-2016, FY 2016-2017)		
8.	Order copy / installation /client certificate highlighting that Bidder is in the business of supplying, installing and maintaining of ePoS devices /Handheld devices in India for last three years as on date of submission of bid.		
9.	The Bidder must have supplied a minimum of 5,000 ePoS devices in Government, public/private sector project in the last 3 financial years (FY 2015-2016, FY 2016-2017, FY 2017-2018) And Submission of experience in format as per _____		
10.	Agreement/WO/Completion Certificate from Client (Government/PSU) clearly highlighting that bidder has supplied, installed and maintained ePoS devices / Handheld devices of INR 3.00 crores (minimum) in the Government Department/PSU, and Submission of experience in format as per Section 11.2.5.2		
11.	Technical Specification Compliance sheet Annexure - I		
12.	Valid Copy of the ISO 9001:2008 Certificate		
13.	Copy of GST Registration Certificate Certified copy of valid PAN documents		
14.	STQC Certificate		

Sl.	Documents to be submitted	Submitted (Yes /No)	Documentary Proof (Page No.)
15.	Power of Attorney/ board resolution for the Authorized personal signing the Bid		

11.2.3. Self-declaration for not being blacklisted by any Government Entity

(Letter on the bidder's Letterhead)

To

Director,
 Department of Food & Civil Supplies and Consumer Affairs,
 Government of Meghalaya,
 Horse Shoe Building, Ground Floor,
 Lachumiere
 Shillong - 793001

Sub: Declaration for not being blacklisted by any Government Entity

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

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

Yours Faithfully,

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

11.2.4. Details of Technical Manpower available with bidder

(Letter on the Bidder's letterhead)

To

Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lachumiere
Shillong - 793001

Sub: Details of Technical Manpower with <<bidder's name>> for support regarding supply, installation and maintenance of PoS devices

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

We hereby declare the details of key staff provided below are full time employee of <<bidder's co./firm name>>:

Sl.	Staff Name	Designation	Education	Experience	Years with Bidder	Key Assignments
1						
2						
3						
4						

Yours Faithfully,

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

11.2.5. Relevant project experience

11.2.5.1. ePoS/Handheld devices supplied in the last 3 financial years (FY 2015-2016, FY2016-2017, FY 2017-2018):

<To be provided each project separately, in case of more than one project>

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Make and Model of PoS Devices /Handheld devices supplied	
Quantity Supplied	
Value of the Order (in INR)	
Start date	
Completion date	
Duration of the project	
Other Relevant Information	
Supporting Documents enclosed (√):	
Letter from the client to indicate the successful completion of the projects	
Work Order received from Client	
Contract signed between vendor and client	
Other (if any)	

11.2.5.2. Experience of supplying ePoS /Handheld devices for Government/ PSU/ Private Sector projects in India with project value greater than 3.00 Cr.

<To be provided each project separately, in case of more than one project>

General Information	
Name of the project	
Client for which the project was executed	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Make and Model of PoS Devices /Handheld devices supplied	
Quantity Supplied	
Value of the Order (in INR)	
Start date	
Completion date	
Duration of the project	
Other Relevant Information	
Supporting Documents enclosed (√):	
Letter from the client to indicate the successful completion of the projects	
Work Order received from Client	
Contract signed between vendor and client	
Other (if any)	

11.2.6. Format for Pre-bid Queries

To

Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lower Lachumiere
Shillong - 793001

Sub: Submission of pre-bid queries

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

We have gone through the bid document and have following queries:-

Sl No.	Clause No. in RFP	Page No.	Content of RFP Clause	Query

Request your kind response of the same.

Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and
Time] [Seal]
[Business Address]

11.3. Annexure III: Financial Proposal Format

11.3.1. Cover Letter for Financial Proposal

(On bidder's Letterhead)

To
Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lower Lachumiere
Shillong - 793001

Sub: Submission of Financial Proposal

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for supply, install and maintain of ePoS Devices.

We attach hereto our responses to financial proposals as required by the RFP. We have applied for engagement of ePoS devices.

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

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

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

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

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

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

11.3.2. Financial Proposal Format

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

(RFP No: ___ Dated: __/__/___)

Particulars	Commercial Bidding Parameter Value (P) In Figures (Exclusive of GST) (In INR)	Commercial Bidding Parameter Value (P) In Figure (Inclusive of GST) (In INR)	Commercial Bidding Parameter Value (P) In Words (Inclusive of GST) (In INR)
(1)	(2)	(3)	(4)
Charges towards FPS Automation Rollout (P)			

Instructions to the Bidder

- i. The bidder is required to quote price up to **three decimal places**.
- ii. The price to be quoted by the bidder shall be **inclusive of all taxes, surcharges, expenses and any other financial cost or implication**.
- iii. **No additional payment shall be made to the bidder over and above the quoted price in column 3 &4.**
- iv. The Commercial Bidding Parameter Value (P) (i.e. "Per Quintal Rate against the commodity sold at the Fair Price Shop through ePoS device and reported at the State Government's or NIC PDS Portal") **inclusive of all taxes, surcharges, expenses and any other financial cost or implication as per the budget provision of GoI/State Government**. The Bidders shall quote the Bidding Parameter lower than this specified value.

MRP/Landing Cost of ePoS

MRP/Landing Cost of ePoS devices to be Paid by FPS Dealer in case of misuse/deliberate damage/tempering (In Rupees)	Rs. _____
---	-----------

Note: MRP/Landing Cost to be paid by FPS Dealer would not be considered for financial bid evaluation.

Thanking you,
Yours Faithfully

[Authorized Signatory]
[Designation]
[Place]
[Date and Time]
[Seal & Sign]

[Business Address]

11.4. Annexure IV: Statement of No Deviation from RFP

(On bidder's Letterhead)

To

Director,
Department of Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lachumiere
Shillong - 793001

Sub: Undertaking of No deviation from RFP terms and conditions

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

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

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

11.5. Annexure V: Authorization Letter Format from OEM/Manufacturer

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

To

Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lower Lachumiere
Shillong - 793001

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

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

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

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

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

Yours Faithfully,

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]
 [Business Address]

11.6. Annexure VI: Technical Specification Compliance Sheet

Compliance Sheet: Technical Specification

11.6.1. Electronic Point of Sale (ePoS) Devices Technical Specifications

Sl.	Description	Specifications	Compliance
1	Processor	Secure Processor capable of performing at least 10 transactions per minute in laboratory environment (Each Transaction consists of Perform Biometric Authentication of the PDS beneficiary with UIDAI server Generate Encrypted pay load for maximal Sales data. Store Encrypted transaction data in the local storage Transmit the Encrypted transaction sales data to PDS server. 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	USB 2.0 or higher. The USB port should support device battery charging through any other USB charging source, RS-232 (optional)	
7	Display	3.5 inch or higher color TFT Display supporting QVGA (320 x240) or better resolution.	
8	Key Pad	Hard (Optional) 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 GSM/LTE SIM slot and minimum one SAM slots for software upgradation in device.	
12	Printer	2" or higher Thermal / Non-Thermal Printer	

Sl.	Description	Specifications	Compliance
13	Audio (Optional)	Good quality Speaker with 1W or higher output for announcements.	
14	Finger Print Scanner	STQC certified Finger Print Module	
15	IRIS Scanner (Optional)	STQC certified IRIS scanner Module	
16	Smart Card (contact type) (Optional)	1 or 2 Number of Smart Card Reader & Writer (ISO 7816 Complaint)	
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 ±2°C for 2 hrs) Cold test – Operating (0 ±3°C for 2 hrs) Dry heat test (55 ±2°C for 2 hrs) Damp heat Cyclic (40°C for (12+12 hrs)), No. of cycles : 2 Cold Test (-10 ±3°C for 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	Suitable Warranty support	

11.6.2. Mobile Terminal Specification

Sl.	Feature	Specifications	Compliance
1	Display	7" inches or higher scratch resistant multi point capacitive touch screen with minimum WSVGA resolution (1024 X 600)	
2	Processor Speed	1 GHz Dual Core or higher ARM /x86 processor or equivalent	

Sl.	Feature	Specifications	Compliance
3	RAM	1 GB or higher	
4	Inbuilt Storage	4 GB or higher flash memory	
5	Expansion Slot	At least a micro SD slot supporting up to 32 GB memory card	
6	Audio	Good quality Speaker with 1W or higher output for announcements.	
7	External Keyboard support (optional)	Device should support keyboard through USB or Bluetooth interface.	
8	Connectivity	Device should have dual SIM/LTE slots and should support 3G or above in both the SIM. The device supplied must support Wi-Fi and GPS.	
9	USB ports	At least one free USB port shall be available after setting up the entire solution including peripheral devices	
10	Battery	Rechargeable 5000mAh or higher, Li-ion or Li Polymer battery capable of providing minimum 6 hours of operation while all function of device active.	
11	Operating System	Operating system should be Linux (Latest Stable Kernel)/Android 4.0 or higher/Windows. Device operating system which supports HTML5 based web browser and CSS 3	
12	Certification	RoHS (Restriction of Hazardous substance) CE or UL	
13	Camera Barcode Reader	Capable of reading 1D line barcode and QR codes with minimum 5Mp auto-focus camera	
14	Indicators	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.,	
15	SAM slot	Device should have at least a SAM slot to support secure loading of signed applications	
16	Biometric Sensor	STQC certified Finger Print Module	
17	IRIS Scanner (Optional)	STQC certified IRIS scanner Module	
18	Smart Card Reader (Optional)	ISO 7816 Compliant	

Sl.	Feature	Specifications	Compliance
19	Environment & Durability	<p>Dry heat test- Operating (50 ±2°C for 2 hrs) -Storage-55 ±2°C for 16hrs.in accordance with IS: 9000/part3/section-5/1977(reaffirmed in 2007). Cold test – Operating (0 ±3°C for 2 hrs) Storage-minus10degC For 4 hrs. at a temp. of 0 degree C in accordance with IS:9000/part-2/section-4/1977 (reaffirmed in 2007).</p>	
		<p>Damp heat Cyclic --Operating-40°C,95%RH for (12+12 hrs)), No. of cycles : 2 in accordance with IS:9000/part-5/section-1/1981 (reaffirmed in 2007). During last half an hour of each environmental conditioning as above and after recovery period of two hours the product be checked for 1:1 authentication 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)</p>	
20	Printer	Integrated or external	
21	Antenna (mandatory)	Internal	
22	Terminal Management	Device should be remotely manageable in secured mode	
23	Warranty	Suitable Warranty support	

11.7. Annexure VII: Two Months' District/Subdivision-wise and Commodity-wise Allocation Orders


11.7.1. District-wise/Subdivision-wise allocation order for <Month-1> 2018

ANNEXURE-II

**MONTHLY ALLOTMENT OF RICE (IN QUINTALS) UNDER NFSA, 2013 AND NON-NFSA
FROM APRIL, 2016 QUOTA ONWARDS**

Sl.No	District/Sub - Division	AAY in Kgs	PHH in Kgs	Tideover in Kgs
1	Saillong	277704	2201432	464161
2	Sohra	20232	257438	25816
3	Nongpoh	16682	958418	109606
4	Nongstoin	1221	657602	90087
5	Mairang	4221	382880	31764
6	Mawkyrwat	17860	369452	29699
7	Jowai	15000	855328	94113
8	Khliehriat	14337	464875	22106
9	Amlarem	12488	135735	21983
10	Tura	57452	702139	98303
11	Ampati	11407	634148	60082
12	Dadengiri	51452	969961	110751
13	Bagmara	3070	531773	54666
14	Williamnagar	4256	543906	61809
15	Resubelpara	16848	611053	86284
	Total	524230	10276140	1361230

	AAY	PHH	Tideover
Total(in MT)	524.23	10276.04	1361.23


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

11.8. Annexure VIII: Monthly Payment Schedule/Format

Proposed Payment Schedule for Delivery, Deployment and Maintenance support of PoS devices in State for a period of 5 years.

Monthly Payment Details for District/Subdivision

Invoice No: _____

Date: _____

Month Start Date: _____

Month End Date: _____

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

Monthly Release of Payment

Authorized by

(_____)

11.9. Annexure IX: Format for Performance Bank Guarantee (PBG)

[Date]

To
Director,
Food & Civil Supplies and Consumer Affairs,
Government of Meghalaya,
Horse Shoe Building, Ground Floor,
Lower Lachumiere
Shillong - 793001

Sub: Performance bank Guarantee towards selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in Meghalaya.

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

(RFP No: ___ Dated: __/__/___)

Dear Sir/Madam,

WHEREAS

M/s. (name of bidder co./firm), a company registered under the Companies Act, 1956, having its registered office at (address of the bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as "Contract") with you the Department of Food Civil Supplies & Consumer Affairs for selection of System Integrator for Supply, Installation and Maintenance of PoS Devices.

We are aware of the fact that as per the terms of the contract, M/s. (name of bidder) is required to furnish an unconditional and irrevocable bank guarantee of amount INR _____ in favour of the Director, FCS&CA for an amount <<....>> and guarantee the due performance by our constituent as per the contract and do hereby agree and undertake to pay the amount due and payable under this bank guarantee, as security against breach/ default of the said contract by our constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee. Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach/default of the said contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of amount <<....>>), without any demur.

Notwithstanding anything to the contrary, as contained in the said contract, we agree that your decision as to whether our constituent has made any such default(s) / breach(es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur.

This PBG shall be remain valid for a period of 6 years from the date of signing of contract subject to the terms and conditions in the said Contract.

We further agree that the termination of the said agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honour the same without demur.

We hereby expressly waive all our rights to pursue legal remedies against the Department of Food & Civil Supplies, Government of Meghalaya and other concerned Government Departments/agencies of Government of India.

We the guarantor, as primary obligor and not merely surety or guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand.

Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been provided to us after the expiry of 48 hours from the time it is posted.

If it is necessary to extend this guarantee on account of any reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent upon intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to your benefit and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to amount <<...>>), and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are

the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein, our liability under this Performance Bank Guarantee shall not exceed amount INR <<....>>

The PBG shall be remain valid for the period of 6 years from signing of Contract; and We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only if we receive a written claim or demand on or before (Date) i.e. 6 Years from start of contract period for the engagement of Agencies for Supply, Installation and Maintenance of ePoS Devices.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the abovementioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in the for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such court.

Dated this Day 2018.

Yours faithfully,

For and on behalf of the

Bank,

(Signature)

Designation

(Address of the Bank)

Note: This guarantee will attract stamp duty as a security bond. A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence.