सत्यमेव जयते

GOVERNMENT OF PUDUCHERRY
DEPARTMENT OF CIVIL SUPPLIES AND CONSUMER AFFAIRS,
PUDUCHERRY

Ref. No.2401/DCS&CA/PDS/B1/2025-26 **Date: 08.05.2025**

Request for Proposal
for Selection of System Integrator(s)

For Supply, Installation, Integration and Maintenance support
for PoS Devices
With Electronic Weighing Scales (EWS) & IRIS Scanner
towards the Automation of Fair Price Shops
operations **under Build-Own-Operate Transfer (BOOT**) **Model** For
Department of Civil Supplies and Consumer Affairs,
Government of Puducherry.

Published on 08.05.2025

Department of Civil Supplies and Consumer Affairs,
Industrial Estate Road, Thattanchavady, Puducherry – 605 009
Email: civil@py.gov.in
Website: https://dcsca.py.gov.in

DISCLAIMER

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

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

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

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

The Contracting Authority may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP. The issue of this RFP does not imply that the Contracting Authority is bound to select a Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the Contracting Authority reserves the right to reject all or any of the Bidders or Bids without assigning any reason whatsoever.

The Bidder shall bear all its costs associated with or relating to the preparation and submission or its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentation which may be required by the Contracting Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and the Contracting Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding process.

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Government of Puducherry
Department of Civil Supplies & Consumer Affairs,
Industrial Estate Road, Thattanchavady, Puducherry – 605 009

No.2401/DCS&CA/PDS/B1/2025-26 Date: 08.05.2025

NOTICE INVITING BID

Online bids are invited from potential bidders for Selection of System Integrators for Supply, Installation, Integration and Maintenance support for PoS Devices with Electronic Weighing Scales (EWS) & IRIS Scanner towards Automation of Fair Price Shops operations **under Build-Own-Operate Transfer (BOOT) Model**. The Closing date and time for bid submission is **28.05.2025 by 05.00 PM.** The terms and conditions and tender document can be downloaded from the website https://pudutenders.gov.in and also be viewed in https://www.py.gov.in and https://dcsca.py.gov.in

DIRECTOR(CS&CA)

No.2401/DCS&CA/PDS/B1/2025-26 Date: 08.05.2025

TENDER NOTICE

e-Tender for the Automation of Fair Price Shops operations under Build-Own-Operate Transfer(BOOT) Model For Department of Civil Supplies and Consumer Affairs, Government of Puducherry.

The Department of Civil Supplies and Consumer Affairs, Puducherry invites **Request for Proposal** from the interested Registered Companies/Partnership Firm or any other legal entity in India from and outside Union Territory of Puducherry **for Selection of System Integrator(s) for Supply, Installation, Integration and Maintenance support of PoS Devices with Electronic Weighing Scales (EWS), IRIS Scanner, FPS Automation application support towards the Automation of Fair Price Shops operations under Build-Own-Operate Transfer (BOOT) Model** as per specifications given in the tender document **for Department of Civil Supplies and Consumer Affairs, Government of Puducherry.** The tender should be submitted in the two-cover system (i.e) Technical bid & Financial bid in the prescribed format.

Tender Application Fee : Rs. 5,000/- (Non-refundable)

Earnest Money Deposit : Rs,10,00,000/- (Refundable)

Security Deposit : 5 % of the total contract value of the bidder

Sl.No.	Particulars of Tender	Date	Time
1	Date of Publishing of RFP document	08.05.2025	05.00 PM
2	Document Download & submission Start date	08.05.2025	05.00 PM
3	Pre-Bid Meeting date	15.05.2025	10.00 AM
4	Last date for publishing of Corrigendum, etc	20.05.2025	05.00 PM
5	Last date for Download document and submission of bid	28.05.2025	05.00 PM
6	Technical Bid Opening Date a) Pre-Qualification and Document Verification	29.05.2025	10.00 AM
	b) Presentations/demo of ePoS devices. (subject to finalization of document verification)	30.05.2025	10.00 AM
7	Price Bid Opening Date (Subject to finalizing Technical bid)	02.06.2025	10.00 AM

1. The tender/bid should be submitted only through the online tendering system at https://pudutenders.gov.in. Interested bidders are required to enroll/register on the

https://pudutenders.gov.in portal to participate in the bidding process.

2. If any of the tender schedule dates mentioned above declared as holidays, the Tenders will be received and opened on the next working day.
3. Tender Form and Terms & Conditions (not transferable) can be downloaded from the website https://pudutenders.gov.in at free of cost. The tender may also be viewed from tenders column of http://www.py.gov.in
4. The tender fee in the form of Demand Draft/Banker's Cheque/FDR or by means of RTGS/NEFT in favour of Department of Civil Supplies and Consumer Affairs, Puducherry, Puducherry payable at Puducherry should be submitted to O/o Director, Department of Civil Supplies and Consumer Affairs, Industrial Estate Road, Thattanchavady, Puducherry – 605 009 up to the scheduled date. Copy of the RTGS/NEFT payment made, particulars should be enclosed along with submission of Technical Bid and scanned copy in e-portal also.
5. The bidders who are blacklisted by the Government/UT Agency are not entitled to file/ participate in the tender.
6. Minor/insane are not eligible to participate.
7. No physical/off-line Bid shall be accepted. Only off-line payment/documents/ samples as stated in tender conditions of technical bid will be accepted in physical mode. Conditional tenders and casual letters send by the bidders will not be accepted.
8. Conditional tenders containing alternative proposals/rates are liable to be rejected.
9. The bidders shall not be directly concerned or in any way deal with the officers or other persons employed by or under the authority of the Dept. of CS&CA in making the supplies hereby contracted for, nor shall the bidders either directly or indirectly give or promise to pay or give, or permit to be given to any person or persons or in any division/section under the DCS&CA, money or gratuity, fee or reward for any matter of thing or any way relating to the performance of the contract.
10. All corrigendum /addendums /clarifications regarding this RFP shall be posted on the above-mentioned websites only. No other separate communication or advertisement will be given.
11. The e-tendering portal would not allow any late submission of bids after due date and time as per server time.
12. DCS&CA shall not be responsible in case any bidder fails to upload the bid in stipulated time for any reasons.
13. The Director, Department of Civil Supplies and Consumer Affairs, Puducherry reserves the rights to reject/accept any/all tenders with or without assigning any reason.

Sd/-

Director(CS&CS)

INSTRUCTIONS TO BIDDERS

1. Tender documents are available only in electronic format from which bidders can download free of cost from the website https://www.pudutenders.gov.in.
2. Bidders who wish to participate in this tender will have to be enroll/register on the portal https://www.pudutenders.gov.in.
3. Technical bid required to be submitted in physical form and also online (scanned copies) as stipulated in Check list-I with required Tender document Fee, Earnest Money Deposit and Documents. Commercial bid should be submitted online through the website https://www.pudutenders.gov.in.
4. Bidders who wish to participate in online tenders will have to procure/should have legal valid Digital Signature Certificate (DSC) as per Information Technology Act, 2000, using which they can sign their electronic bids. Bidders can procure the same any of the license certifying Authority of India or can contact e-procurement Cell, Puducherry for clarifications and further details, who are licensed Certifying by Government of India.
5. All bids should be digitally signed; and the bidder who have no facility to participate the online tender are advised to contact the e-Procurement cell, Puducherry mentioned below; for details regarding digital signature certificate and related training involved therein and for any technical related queries please call the Help Desk.

   e-Procurement Cell,
   3rd Floor, Chief Secretariat, Puducherry – 605 009.
   Telephone: 0413-2220225, 2233262
   Email: support-eproc@nic.in

   The 24X7 Help Desk: Number 0120-4001 002, 0120-4001 005, 0120-449 3395.

6. For any Issues or Clarifications relating to the published tenders, bidders are requested to contact the respective Tender Inviting Authority.
7. Kindly take note that, valid Digital Signature Certificate is must for all the interested Registered Companies/Partnership Firm/Govt. Undertakings or authority under the Government or any other legal entities.
8. Online tendering process is not possible without valid Digital Signature Certificate.
9. Interested bidders are advised to complete their procedure for getting Digital Signature Certificate in respect to filing the application form, supporting documents with necessary fees at least 3 days before last date of tender submission.
10. If any Bidder fails to submit the on-line tender due to pending procedure for taking valid Digital Signature Certificate or any other reason; neither e-procurement cell nor the Dept. of CS&CA will not be responsible for it.
11. Free vendor training camp will be offered by e-procurement cell, Puducherry during the tender schedule during working days at office hours. Bidders can take benefit of the same after sending written confirmation/consultation over phone in advance, if necessary.
12. All the correspondence in respect to training, support or digital signature certificate should be addressed to e-procurement cell, Puducherry on the above-mentioned address.
13. No physical submission of price/commercial bid will be entertained as it should be furnished on-line only. Also, no fax, email, SMS, letters or any other form of communication will be entertained for the same.

14. Before electronically submitting the tenders, it should be ensured that all the tender papers are digitally signed by the Bidder.

15. Any attempt to submit price bid through mode other than online will result in cancellation of bid and forfeiture of the bidder concerned.

16. Tender document fees and earnest money deposit in respect to tender should be submitted "off-line" at the specified dates, time and place as mentioned in the tender document. Scanned copy of the DD/Bankers' Cheque/RTGS/NEFT payments should be uploaded along with the online Bid.

17. Interested Bidders can view these tender documents on line. Bidders can download tender documents as mentioned above and bidder who wish to submit their offer shall pay Tender application fee & Earnest Money Deposit in the sealed tender cover of Technical Bid (Part-I Cover) by Account Payee Demand Draft/Bankers' Cheque/ FDR/Insurance Surety Bond/ Bank Guarantee (including e-Bank Guarantee)/**RTGS/NEFT** as mentioned above; the Tender fee and the EMD (Earnest Money Deposit) amount in favour of The Department of Civil Supplies and Consumer Affairs, Puducherry payable at Puducherry should be submitted to the Director, Dept. of Civil Supplies and Consumer Affairs, Puducherry – 605 009 on or before the scheduled date. The application fee may be paid by means of RTGS/NEFT through Bank to the State Bank of India, Main Branch, Puducherry, A/c. No.00000030968586295; IFS Code SBIN0000900. The tenders without application fee stand summarily rejected.
18. Besides the above physical submission of technical bid, the bidders shall have to upload the relevant documents in the e-portal as per the following order;

(A) Technical Cover:

a) <u>In the Fee Cover (in PDF format)</u>

Scanned copies of DD/Banker's Cheque/FDR/RTGS/NEFT for Tender fee in favour of the Dept. of Civil Supplies & Consumer Affairs, Puducherry payable at Puducherry should be attached.

(b) <u>In the Technical document cover (in PDF format)</u>
Scanned copy (signed & sealed) of the Technical Bid along with the supporting papers (except BoQ Sheet) for evaluation of Technical Bids.

(B) Financial Cover (.xls format)

The Bill of Quantity (BoQ) must be uploaded after entering **<u>rates</u>** in the BoQ

a) Bidder shall enter the name of the firm on BoQ only.
b) Bidders are requested not to edit or change any item or quantity.
c) Rates are to be filled only on BoQ (in .xls format) sheet only.

19. The financial bids of only those Bidders would be opened and considered who meet the criteria of eligibility and selection in the Technical Bid including pass in the quality verification.

20. The final results of the e-Tender process are binding on all bidders and DCS&CA. Any requests for cancellation received after the conclusion of the on line bidding shall not be entertained.

21. All bidders are advised not to wait till last date and submit their tender/bid at the earliest. The DCS&CA shall not be responsible for any inconvenience in website and no extension in

deposition of tender/bid be allowed for any bidder.

22. **Relationship between Bidder and e-Procurement Portal:**

    The DCS&CA is neither a party nor a principal in the relationship between Bidder and the organization hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

23. Tender Committee reserves the right to select/reject the lowest bid or any bid or cancel the tender even at the stage of award of tender or at any stage with or without assigning any reason, if the object of the tender floated did not materialize in implementation of the programme/scheme.

* * *

INTRODUCTION AND OBJECTIVE

1. INTRODUCTION:

The **Department of Civil Supplies and Consumer Affairs, Puducherry** is in process of Revamping End to End Computerization of TPDS and Fair Price Shops (FPS) Operations as a part of implementation of NFSA and supply of food grains under UT Government Scheme to transform existing services with the use of latest technologies towards identification and authentication of the beneficiary to bring transparency & accountability in the Public Distribution System (PDS).

In the UT of Puducherry, there are about 505 Fair Price Shops in the 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions; and having about 3,62,762 family cardholders in the regions. **The Department is planning to augment its service delivery by installing at least one ePoS device at each FPS in the Union Territory of Puducherry.**

The Department has thus decided to invite tender for supply, installation, Integration and maintenance of about 505 ePoS devices in all FPS shops in the UT, for a period of 5 years **on BOOT model** with AMC and on-site support. Offered models must comply with the specifications mentioned in RFP. The bidder is required to provide FPS automation as a service engaged on a BOOT model with AMC and support basis. By BOOT model with AMC and support that the successful bidder/IA shall:

1) Procure, supply, install, integrate and commission the brand new set of ePoS devices (Devices manufacturing date should not be older than 6 months from the date of submission of bid) required for FPS automation (i.e.)
   a) Electronic Point of Sale device along with SIM card(s) and a robust carry case.
   b) Paper rolls for print outs from ePOS devices.

      Note: Approximately 2 to 3 paper rolls may be required per device per distribution period. It is only an indicative. In case of any additional requirement of rolls, the successful bidder has to supply them at no additional cost to the DCS&CA.
   c) External Antennas for ePOS devices, to be used in locations with poor connectivity. System Integrator should ensure signal strengths of Antenna to provide uninterrupted operations.
   d) IRIS Scanner (as an alternate authentication route in cases where fingerprint authentication fails).

e) E-weighing machine

f) Compatible to incorporate Photo Matching and Face Recognition options. This is a future requirement to be able to match using Photo and Face recognition. This requires a Camera and the software.

g) Geo tagging and location tracking of ePOS devices.

2) Develop and customize the ePoS application and integrate the application with central server.

3) Deploy and maintain FPS automation infrastructure. The details of all FPS will be shared with the successful bidder.

4) Maintain the set of devices supplied.

5) Train the users, provide helpdesk support, provide block/FPS level technical support.

6) Provide customized MIS etc.

7) Deploy manpower to carry out operations in every Region as defined in SOW of this RFP.

2. OBJECTIVE:

The following are the objectives of the project:

1) To ensure 100% compliance of benefits are delivered to the intended NFSA and State Scheme beneficiaries in the UT of Puducherry by using biometric authentication.

2) Protecting the interest of and empowering the end beneficiary.

3) Timely and need based food grain allocation.

4) Prevention of diversion of essential commodities.

5) To improve transparency and accountability in operations.

6) Reduction of stakeholders' grievances.

7) Dissemination of the information as per the public requirements.

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

9) To weed out the fake/duplicate/false beneficiary.

10) Project savings and ensure optimum utilization of scarce resources.

11) To install dedicated ePoS devices at all FPS.

3. SCOPE OF WORK

a) **Area of work**:

The FPS automation project roll-out will be in the entire UT of Puducherry at all FPS. The bidder will ensure ePoS devices installation, integration with **NIC software**, Maintenance, up-gradation and integration with "the Central PDS Division's Software (Central FPS Automation software)" ensuring seamless network connectivity, imparting region-wise training to FPS holders including all manuals, deploying of manpower, deploying of ePoS complaint software along with SLA monitoring tool for **calculation of penalty and Quarterly payments.** Running helpline for ePoS related queries, paper rolls per FPS per month for the print out as per requirement and other services for ePoS Device per month per FPS as per RFP for 5 years.

b) In the UT of Puducherry, there are about 505 Fair Price Shops in the 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions; and having 3,62,762 family cardholders in the 4 regions as detailed below;

Sl. No.	Region	No. of FPS	No. of Family Cards (approx.)
1.	Puducherry	384	2,75,655
2.	Karaikal	91	62,559
3.	Mahe	8	8,672
4.	Yanam	22	15,876
	Total	505	3,62,762

The region wise details of the list of FPSs with location provided in Annexure-VII.

c) The coverage distance of the FPSs within the Regions will be approximately 30 Km to 40 Km within Puducherry, about 20 Km to 25 Km within Karaikal, within 7 Km in Mahe and 5 Km to 6 Km in Yanam region. The radius of the FPSs one to another is about 1.5 Km in urban areas and 2.5 Km in rural areas.

d) The tenure of the project will be of Five (5) years and may be further extended subject to review and mutual agreement at the same price and terms & conditions with prior approval of the Government, from the date of Go-Live with AMC & Consumables such as thermal paper roll, sim cards, Antenna, internet connectivity, etc. or any other component required for the smooth functioning of the project.

e) The successful Bidder shall place the entire system **within two (2) months** after the award of Tender. The payments will be made on two parts. The first payment is as offered in the BoQ by the selected bidder approved by the DCS&CA for supply of POS devices viz., i) ePos Device with Inbuilt Fingerprint device; ii) IRIS Scanner; and iii) e-Weighing machine and till Go Live process as called for in BoQ Sl. No.1, which is onetime payment, which will be released against completion of supply of all devices as per specifications mentioned in Annexure-1 and implement the project including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live as per Time Schedule given in Clause 9.4 in this RFP document after one month of Go-Live date of all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions as per signed certificate issued by the Dy. Director(CS&CA) of the respective region.

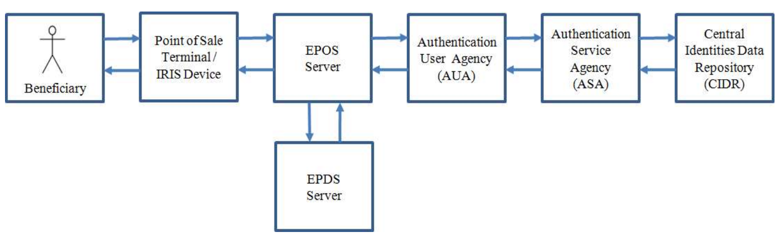
f) The second payment is for the monthly service support is as offered in the BoQ by the selected bidder approved by the DCS&CA for functioning FPS Automation Process in all FPSs for 5 years. The cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardization charges, etc. per month per FPS for the entire contract period of 5 years. The monthly invoices on Quarterly basis payments for 20 installments ending 5 years; and in case of contract extended for further period of maximum with the prior approval of the Government, if any, on the same terms of quarterly basis payment if services are rendered by the Implementing Agency/Service Provider as agreed upon.

4. AePDS Work Flow

a) Overview

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

The beneficiary biometric authentication process is as depicted below:



b) AePDS process for issue of Commodities

i. An SMS is automatically sent to all card holders intimating the arrival of stocks at the FPS.

ii. Online authentication of the FPS dealer to carry out AePDS transactions

iii. Any member of the family can draw Essential Commodities (EC)/ration by authenticating his/her biometric in FP shop. Beneficiary is required to provide Household Card number and Aadhaar number to participate in biometric authentication at time of acceptance of ration/benefit.

iv. System (PoS/Hand Hold(HH) machine) validates Ration Card number and displays the details of family members along with their entitlement.

v. 'Best Finger Detection' (BFD)-done once-first time, will tell the beneficiary which finger to use for authentication in future.

vi. Online Authentication of beneficiary is done by sending Aadhaar Number and Fingerprints to UIDAI. If a beneficiary's fingerprint does not match, his/her IRIS images are captured and sent to UIDAI for authentication.

vii. PoS Device sends the encrypted XML to Authentication User Agency (AUA) server through ePOS server.

viii. AUA Forwards the XML to Authentication Service Agency (ASA) by adding security keys.

ix. ASA invokes Central Identity Data Repository (CIDR) of UIDAI and transmits the authentication packets to CIDR.

x. The PoS Device receives the authentication result. If 'YES', the FPS dealer selects the stipulated commodities, enquires the quantum of commodities required by the beneficiary in the present transaction and measures the weight of the commodity on the e-weighing machine. Resultantly, the quantity data is auto captured by POS device along with unit cost of each commodity, the total amount payable by the beneficiary and the time stamp of the transaction. The transaction details of sale of commodities are sent to e-PoS Application server.

xi. If 'No', system has to handle such exceptions, through any suitable exception mechanism approved by the department such as One Time Password (OTP), authentication by a department official etc.

xii. PoS device records all transactions along with time stamp and pushes the same to the central server.

xiii. The device should have voice facility in vernacular language.

xiv. Printed receipts of the beneficiary's transaction with the FP shop, generated from the ePOS device, would be handed over to the beneficiary.

xv. An SMS is sent to the beneficiary giving the details of the ration drawn from the FPS, immediately succeeding the transaction.

xvi. Facility to generate daily, weekly and monthly transaction report, stock report, BFD, quantity drawn, exceptions, number of authentications, logs of all authentication attempts, savings etc. must be provided for in e-PoS Application.

c) <u>Portability</u>

With the implementation of AePDS, portability across FPS shall be introduced in all the 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions of the Union Territory of Puducherry. The intended benefit is that the beneficiary is bestowed with the right to choose to draw his/her entitled ration from any FPS within the State.

d) Supply, Installation, Integration and Maintenance of Devices

i. The bidder shall handover, a brand new set of devices – e-PoS devices (including 4G SIM, paper rolls and carry case), External Antennas (as required), IRIS Scanner and e-weighing machine to FPS/Non Retailer(NR) dealers in 'FPS training' to be conducted at Regional Level. SI shall collect the acknowledgement from FPS/NR dealers.

ii. The bidder shall demonstrate all the features of proposed set of devices through a proof of concept implementation at bidder's own cost.

iii. The bidder shall develop and customize the application. This application will also store and retrieve relevant transaction details in PoS/HH device, at least till the information is transferred to the central server.

iv. The bidder shall use PKI based encryption to store and retrieve all relevant transaction details in the POS device.

v. Capturing exception-handling mechanisms indicated by the F&CS Dept for federated authentication and back-up identity authentication mechanisms when Aadhaar-based authentication fails. Authentication failures could occur due to process failures, infrastructure failures (including power, IT infrastructure, authentication devices, and network connectivity) or biometric failures (where Aadhaar holder's biometric cannot be acquired or used for some reason).

vi. Authentication devices must be deployed such that they cannot retain Aadhaar holders' PID collected for the purposes of authentication during a transaction. Storing any PID in SI's database or in any storage device of any nature whatsoever including Authentication Device or an instrument of any kind whatsoever, removable storage devices or in physical form, at point in time, is strictly prohibited.

vii. The bidder shall incorporate Back-up and Restore facility in the PoS/HH devices as necessary, till the last committed transaction in case of power failure.

viii. The bidder shall deploy adequate technical resources to plan and manage the installation of PoS/HH devices at all service points in the area of operations. The bidder shall ensure that the PoS/HH devices are delivered and installed in a safe and secured manner.

ix. As of now, it is proposed that the devices shall be handed over to the FPS/NR dealers at the regions through the Dy. Director (CS&CA) at the respective region as part of the 'FPS Training'. However, where the FPS/NR dealers are unable to install the devices on their own, the SI shall make necessary arrangements for installation at FP/NR Shops.

x. Bidder shall develop & customize the software application for supply and distribution for the usage over PoS/HH device. The bidder shall also ensure necessary software integration between the IRIS scanner and the e-POS device on one hand and between the e-weighing machine and the ePOS device on the other.

xi. The SI is also required to provide support to Departments in reference to faulty PoS/HH device. They would be required to replace/ fix/provide resolution as per the Service levels mentioned in the in this RFP document. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the SI. In case of physical damage beyond warranty terms of device. FP shop end -user is responsible.

xii. The SI should ensure that all the components of PoS/HH devices offered are as per the prescribed technical specification. No item with short supply or with lower than prescribed technical specifications shall be accepted in any circumstances. The devices being supplied by the SI should be tested prior to delivery of the device to the Department.

xiii. 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.

xiv. The SI needs to ensure that every POS/HH device shall be provided with a stylus (to operate the device) and a carry case to protect the device from regular wear and tear.

xv. The SI has to ensure that the PoS/HH devices, application software functionalities and any other components, equipment, peripherals involved in implementation solution meet the current/latest STQC/UIDAI guidelines. Further, the SI shall ensure that the PoS devices, application software functionalities and any other components, equipment, peripherals involved in implementation of solution meet the latest standards/guidelines brought out either independently or jointly by UIDAI, Government of India, RBI, Indian Banks' Association, National Payments Corporation of India, Institute for Development and Research in Banking Technology or other Government authorities (if any) and should continue to comply with any amendments / changes made to these standards by the above referred authorities, without any additional cost to the Civil Supplies Department, GoP.

xvi. SI shall provide necessary software and technical document including drivers, installable components, manuals etc. to enable the Department in using devices and also integrating these devices in their existing/new business applications. The SI shall implement the DCS&CA change requirements, if any, for executing the federated authentication system to offer uninterrupted services.

xvii. In addition to the PDS, the ePOS device and other devices being supplied under this project may be put to use to implement additional schemes/projects envisaged by the Government from time to time within the project period. The devices should therefore have the necessary technical capability to implement additional schemes envisaged by the Government from time to time (such as DBT, QR Code, Payment Gateway facility, Mobile payment, cashless transactions, Village Mall Scheme, Mobile ATM etc. SI should bear the transaction charges.

xviii. The software patches/applications required for such additional schemes shall be developed by the SI on reasonable cost basis with mutual consent of the Tender Inviting Authority and the bidder.

xix. In case Fair Price Shops increase in the project locations, the SI shall be willing to supply the prescribed set of devices & service those shops as per the terms described in this document and without increasing the price of devices or service.

xx. The security of the machine will be the responsibility of the FP/NON RETAILER shop keeper after handing the machine over to him/her. In case of physical damage/theft beyond warranty terms of device FP shop end-user is responsible.

e) Supply installation, integration and commissioning of devices:

i) The Successful Bidder will have to supply, install, integrate and commission the following number of ePos devices which should not be older than 6 months from the date of issuance of letter of intent) at the designated FPS as per the scope of work mentioned above:

Sl. No.	Item	Approx. Quantity
1.	E-Point of Sale (ePoS) Devices + IRIS+ weighing scales as per technical specification.	505

Note: The number of fair price shops in a Region may decrease/increase by 10% of bid quantity.

ii) **DCS&CA reserves the right to increase or decrease the number of ePoS devices by 10 % of the total quantity by giving a One month notice period.**

iii) The successful bidder shall deploy sufficient resources to manage, install and maintain the ePoS devices at all service points in the area of operations.

iv) The successful bidder is expected to plan ePoS devices deployment as approved by the Department of Food Civil Supplies & Consumer Affairs.

v) The successful bidder shall maintain the availability of 3% additional functional spare ePoS devices, required consumables, spares & support infrastructure, and supply the same as per the requirement of the department.

vi) Testing & synchronization of the ePoS devices with the Central PDS Division of NIC software.

vii) Providing Software Development Device (SDK), compatible with all versions of Android, Linux, and Windows Operating Systems.

viii) The successful bidder shall also ensure strong connectivity from the ePoS device to the server.

ix) The successful bidder needs to ensure that every device shall be provided with a carry/ Safety case approved by the department to protect the device from regular wear and tear.

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

5. FPS Automation Process:

i) Each FPS will be equipped with a Point of Sale (ePoS) device during the currency of the contract and Successful Bidder has to ensure complete compliance w.r.t specifications along with terms and conditions of this RFP document.

ii) In the UT of Puducherry, FPS Automation shall be based on the Fully Online Model, with capability to operate in offline mode. All Fair Price Shops will be equipped with Point of Sale (PoS) terminal with (3G/4G) connectivity. The food grains will be delivered at Fair Price Shop, recorded at PoS and distributed through the PoS devices with proper authentication (Aadhaar Authentication/One Time Password Based transaction) and all such transactions carried out on the PoS devices to be recorded on DCS&CA server and DCS&CA Portal.

iii) The printed receipt of transaction shall be in the bilingual language (i.e) English and regional language of the respective regions viz., in Puducherry & Karaikal-Tamil, Mahe-Malayalam and Yanam-Telugu transaction complete SMS and audio announcement from PoS device should also be made in bilingual language (i.e) English and regional language of the respective regions viz., in Puducherry & Karaikal-Tamil, Mahe-Malayalam and Yanam- Telugu.

iv) For the purpose of the RFP Aadhaar Authentication shall include Single Finger Print, Fusion methodology, IRIS scan and Aadhaar based OTP authentication

v) Basic infrastructure proposed to be provided by system Integrator at each FPS is PoS device, iris scanners Electronic Weighing Scale (EWS) with reliable Internet connectivity through 2 internet service providers (minimum 3G/4G) and additional antenna wherever required.

vi) Offline mode capability should be configurable on per FPS basis; the decision of enabling offline mode in any FPS shall be with DCS&CA.

Note: All the consumables including paper roll will have to be provided by SI.

a) The Central PDS Division of NIC will provide a customized application based on Android/ Linux/Windows, which will further be integrated with e-POS application to be provided by the successful bidder. Successful Bidder shall have to deploy and provide technical assistance for integration of devices with the Central PDS Division of the Central PDS Division of NIC application for its complete functionality during the complete tenure of the contract.

b) The complete Application solution regarding food grain distribution have been developed by the Central PDS Division of NIC and the successful bidder will extend all help for integration with the ePoS devices. However, the ePoS complaint and SLA monitoring tool shall be developed by the successful bidder. The ePoS devices should have cashless transactions modules and shall be deployed as per requirements of the Food, Civil Supplies & Consumer Affairs department.

6. Scope of System Integration

a) The SI is responsible for the complete services as stated in the scope of work to the Department that includes, supply of PoS Device along with electronic weighing scale, IRIS scanners Application Development & Customization, providing Training and training material to FPS dealers/government staff, Installation at the FPS & Weighing scales, IRIS Scanner, Integration, Maintenance of all hardware/software supplied, managing RD services, setting up of Centralized Call Centre for providing Helpdesk support, providing remote desktop based monitoring support, Region level technical support teams with qualified staff in sufficient enough to cater to the entire Region. The SI shall also be responsible for providing the reliable internet connectivity for the PoS devices at all the FPS in his area of responsibility

b) The application and database related technical part of the application hosted at central Server would be taken care by the Central PDS Division of NIC. The application of the PoS Device will be developed & customized by the SI and the Central PDS Division of NIC/designated agency will verify that the integration is successful and satisfactory.

c) The application of the PoS device will be developed & customized by the SI, The DCS&CA will verify that the integration is successful and satisfactory with technical support of the Central PDS Division of NIC and NIC, Puducherry. The issues related to the integration of the two systems will be reported to the Director, DCS&CA, Puducherry and decision of the Director in this regard shall be final.

7. Essential Manpower:

Sl. No.	Resource Category	Number
1.	Project Manager/ Team Leader	One at State HQ should be professionally qualified and capable of handling the project efficiently.
2.	Helpdesk & Support Lead	Minimum one in each region.
3.	Support Engineer	Minimum four in Puducherry region Minimum two in Karaikal region Minimum one in Mahe region Minimum one in Yanam region

a) All resource personnel must be highly qualified, well-versed in the subject matter, and possess substantial experience in the relevant field. Their expertise is essential to ensure the automation process is executed efficiently and effectively, contributing to the overall success of the project. With a deep understanding of the processes involved, they should be capable of identifying potential challenges and addressing them proactively, ensuring a smooth and seamless implementation.

b) The manpower deployment plan mentioned above is indicative only, The Bidder will present the manpower deployment plan before signing of the agreement and is subject to the approval of the department.

c) The above-mentioned manpower has been calculated on the previous experience of the purchaser, however in case there is requirement to depute more manpower, the successful bidder has to depute the same at no additional cost.

8. Training:

a) The successful bidder shall give training to the Departmental Officers/ Officials and FPS dealers/salesmen, as and when directed by the Department.

b) Number of Persons to be trained is as below;

Sl. No.	Category of persons	Nos. (indicative only)
1	FPS dealers	505
2	Department officials at Head Office level	20
3	Department officials at Region levels	20

c) The following training plan shall be adhered to

Sl. No	Programme	Objective	Participants	When	Duration	Venue
1	Training of Dept officials	Orientation to AePDS & working of the devices	Officials of Civil Supplies Dept.	T+ 2nd week	1 day	Puducherry(for H.O. officers & DCSOs) Region Level for other cadres
2	FPS Training-I	Introduction to working of ePoS device, IRIS scanner,e-WM etc. (There must be at least one set of devices for every 10 participants)	All FPS dealers under the project	Before GO-Live of respective Phase of implementa-tion	1 day for each batch of participants. Each batch may have not more than 20 FPS dealers.	Region level
3	FPS Training-II	Hands-on training (There must be at least one set of devices for every 10 participants)	All FPS dealers under the project	Before GO-Live of respective Phase of implemen-tation	Half a day per batch. Maximum batch size to be 20.	Region level
4	FPS Training- III	Hands-on training (On the devices handed over to FPS Dealers)	All FPS dealers under the project	Before GO-Live of respective Phase of implemen -tation	Half a day per batch. Maximum batch size to be 20.	Region level

d) The training will include basics of the devices, key functionalities, and features, usage guidelines, operation of the machine for distribution of ration, safety measures etc.

e) The training will be conducted on the days decided by the department. Bidder shall depute their trained technicians/engineers to train the FPS dealers/salesmen. Bidder‘s technicians/ engineers will conduct the training for all FPS dealers/salesmen at each Block level. This will also include hands-on training.

f) Further On-the-job training at the FPS level will be need-based and conducted as per the request of the DCS&CA. In the training, Bidder‘s technicians/ engineers will share the relevant information along with training documents with the FPSs dealers/ salesmen and

g) obtain a training report signed by the FPS dealers/salesmen after training, with their feedback on the training quality provided to them. Each training session shall have its training report and the bidder shall share the report (in hard copy) with the designated officials of DCS&CA and Director, DCS&CA Puducherry.

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

i) The Resource persons/trainers, training material, stationery items, required for the training programmes, shall all be provided by the Bidder as part and parcel of the project. The venue for the training/workshop shall be as per the training plan and at premises owned/hired by the department.

j) The bidder shall provide simple and pictorially rich training material (manuals, presentations etc.) in English and regional language of the respective region. .

k) To the extent possible, the functioning of the devices and the role of the FPS dealers must be described in the training material, step-by-step. Hard copies of the training material shall be supplied to each participant.

9. System Integrator's Obligations

a) System Integrator will abide by the job safety, insurance, customs and immigration measures prevalent and laws in force in the Client's country, and will indemnify the Client from all demands or responsibilities arising from accidents or loss of life. The bidder will pay all indemnities arising from such incidents and will not hold the Client responsible or obliged.

b) System Integrator is responsible for, and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using the state-of-the-art methods and economic principles, and exercising all reasonable means to achieve the performance specified in the Contract.

c) System Integrator is obliged to work closely with the Department and staff, act within its own authority, and abide by directives issued by the Client that are consistent with the terms of the Contract.

d) System Integrator is responsible for managing the activities of its personnel, and will hold itself responsible for any misdemeanors.

e) The bidder shall develop the final Project Plan based on Contract requirements, to be submitted to the Client for review and approval within the number of days specified in SCC from the Effective date of the Contract, with all reasonable and necessary input from the Client.

f) The bidder shall complete Delivery, Installation and Acceptance of the Systems in accordance with Contract requirements (as may be further elaborated in SCC and the Project Plan).

10. Helpdesk:

a) There will be a central Helpdesk, which will be operated by the successful bidder. Complaints from the field will be registered at this central Helpdesk. The successful bidder will be coordinating on the resolution of complaints registered in the Central Helpdesk application. Complaints from the field will be registered at this Helpdesk. The successful bidder shall resolve all the complaints registered on Central Helpdesk. Operational space for the Helpdesk shall not be provided by Department to the successful bidder. All other consumables, capital expenditure including hardware/ software, and operational expenditure shall be borne by the bidder.

b) The successful bidder shall resolve the problems through its technical experts as soon as the FPS dealers/salesmen or its representative records its complaint through the Helpdesk support. The resolution of the problem should be governed as per the SLA monitoring tool mentioned in the tender and are liable to penalties as prescribed in the agreement.

c) Application required for the Helpdesk must be provided by the Bidder which should generate the MIS reports based on calls received resolution and response time and other standard parameters & customization as per SLA defined in the tender.

d) The successful bidder shall use their Helpdesk number to support some parallel lines to be provided which may be decided during the implementation phase.

e) The successful bidder shall provide a complete Helpdesk software solution/ SLA Monitoring tool to register, log and monitor users‘ complaints, suggestions, and responses forwarded by the central Helpdesk.

f) The successful bidder shall design, develop and deploy a SLA monitoring system for monitoring project activities and provide login credentials to the Departmental staff in SLA monitoring system at UT HQs, Region level to monitor deviations and generate SLA performance reports. The entire SLA monitoring tool/ dashboard will be designed/ updated from time to time by the successful bidder as per the requirement of the department.

g) The central Helpdesk personnel will verify the authenticity of the complainant asking the details (such as name and location of FPS, model no., serial no. Of the devices, etc.) of the ePoS device installed and upon verification would register the complaint on the following issues:

i. Non-functioning of the ePoS devices, defect in device, device functioning not as per desired standards, poor-response time, non- functioning of device peripherals/ accessories/ components like charger, fingerprint scanner/ IRIS scanner, weighing scale ,printer etc. and all kinds of device-related issues.

ii. Non-functioning of ePoS application in any manner including poor response time of the application / biometric/ IRIS sensor, and other application-related issues.

iii. Compatibility issues with the Central PDS Division of NIC software (Central FPS Automation Software) and (or) ePDS servers and (or) Aadhaar/ UID authentication server.

iv. Any other ePoS devices related issues.

v. The vendor Helpdesk personnel will receive the complaints from the FPS holder/ Inspector/ ePDS team of the department.

vi. The complaint is to be resolved within the timelines mentioned in the SLA, failure to which shall attract penalty as per the penalty terms defined in the RFP

vii. In case the complaint is not resolved on the telephone, the successful bidder will send the expert personnel to the site of the complainant and resolve it on a priority basis.

viii. Complaint to be closed only after confirmation of FPS holder/Inspector, DCS&CA.

ix. Based on the request from the device user, the helpdesk person should also arrange the personal visit of the Bidder‘s an engineer/technician/ Block Coordinator to the location of FPS where a device is installed (within desired/stipulated time) for assisting the device user in operating the device, troubleshooting, and rectification of device application. The engineer/technician visiting the device location should also assist the device user in all kinds of device support activities including but not limited to the following tasks:

x. Department application on a handheld device and operating the device for sending authentication requests to the Aadhaar server and any other operational issues.

xi. Assisting at project site/location in all activities related to user Department application, device operation & usage, and connectivity issues.

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

xiii. Removal of any virus, malware or any other type of malicious/harmful entities (if any) from the devices.

xiv. The helpdesk person should close the ticket if the correct resolution has been provided and the issues are resolved based on the acceptance of the complainants.

xv. The helpdesk operator should maintain logs and record the ticket resolution date and time on the SLA monitoring tool. The complaint resolution time will be auto-calculated from the time of logging the complaint ticket generation till the time of closing the ticket on the SLA Monitoring Tool.

xvi. The above details shall be shared with the department on monthly basis. The successful bidder would check if the complaints have been resolved in the scheduled time and calculate penalties for delayed resolution if any, and present it to the department.

xvii. The Helpdesk services shall operate on all FPS working days from 09:00 A.M. to 6:00 P.M Bidder shall abide by the SLA conditions mentioned in the TENDER document related to Operation and Helpdesk support.

xviii. MIS reports/Complaint logs listing the response, resolution time, and the complaint details must be generated and submitted to Department on weekly basis. The format for the same may be finalized mutually by Bidder and Department and made available on the SLA monitoring tool.

11. Operation & Maintenance:

a) The Bidder has the responsibility of maintenance of ePoS devices by deploying the resources.

b) The Bidder has the responsibility to maintain the ePoS devices during all FPS working days of the UT and within working hours of the PDS shop

c) The successful bidder shall be required to replace/fix faulty ePoS or offer the right resolution of the complaint as per the SLA/tender conditions. The entire cost of replacement including transportation from the Manufacturing Plant or Port of Landing to the location shall be borne by the concerned successful bidder.

d) The successful bidder shall supply operation and maintenance manuals and shall provide complete technical documentation of hardware, firmware, all sub-systems, operating systems and other software.

e) Updated versions of the client/ the Central PDS Division of NIC software (Central FPS Automation Software)should be pushed to the ePoS device automatically, without any additional costs or expenses. It should be maintained in the central server for updating the client/ the Central PDS Division of NIC software (Central FPS Automation Software) with a single click.

f) All the software releases shall be pre-approved by the department/the Central PDS Division of NIC before being updated into ePoS devices remotely.

g) All ePoS devices shall be updated with the latest OS patches, applications software patches, and new software releases through a centralized remote terminal software using the push method.

h) The physical security of the ePOS device will be the responsibility of the FPSs dealers/ salesmen after handing over the machine to him/her. Any device damaged due to intentional or careless behavior shall be repaired by the successful bidder on actual cost. There shall be a committee formed at the Region level to decide whether the damage is due to careless/ intentional behavior or not. If it is found to be intentional, the cost of maintenance shall be recovered from the FPS

i) The successful bidder will provide all support to patch and update the system software, APIs, SDK and provide onsite technical man power support in using SDK and APIs for access and usage of Department /the Central PDS Division's Software (Central FPS Automation Software) residing in the server.

j) All consumables with paper roll per ePoS per month as per requirement and other stationery will be provided by the successful bidder free of cost as per the capacity of the ePoS devices.

12. Standardization Testing and Quality Certification (STQC):

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

a. Software Testing:

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

b. Business Continuity Plan:

The Successful bidder is expected to develop a Business Continuity Plan(BCP) for the operations carried out by the vendor.

c. Information Security Management:

The successful bidder shall ensure that adequate measures are taken by the Bidder to ensure confidentiality, integrity, and availability of the information and the data.

d. Hardware at FPS shops

i) The number of Devices and Locations: The successful bidder will have to supply, install, and commission, approximately 505 brand new ePOS devices along with IRIS Scanners and Electronic Weighing scales for the Fair Price shops in the 4 Regions of UT of Puducherry, ePoS devices with Vendor/ the Central PDS Division of NIC software (Central FPS Automation Software).

ii) **Spare devices**: The successful Bidder must maintain 3% spare devices at UT Level for smooth operation. Spare devices will be in addition to the required quantity.

iii) **Device Specifications**: The ePoS devices along with IRIS and Weighing scales are required to be compliant with the technical specifications mentioned in the TENDER. The decision of the Evaluation of the Committee constituted by the department regarding the conformity of the ePoS devices with specification stipulated shall be final and binding for the successful bidder.

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

v) **Connectivity Support**: ePoS device should support Multiple connectivity options as specified in specifications shall support services provided by Telecom service providers (BSNL, Reliance, Airtel, JIO, Vodafone Idea etc.) and other operators operating in the Puducherry Region. Bidder shall provide the best connectivity solution available in the area (considering that different geographical areas may have different connectivity strengths for ISPs).

vi) The ePoS device should be compatible LINUX/ Windows/Android operating system with Micro ATM and another facility ready. User Interface and should be accompanied by software development device as required.

vii) **Implementation Schedule:** SI shall be required to adhere the following implementation timelines for the completion of various phases as under:

viii)

Sl.No	Milestone	**Deliverables**	**Timelines**
1	Signing of Master service agreement	Signed MSA	T
		Phase –Initiation and Supply of Goods	
2	Project Initiation & Team Mobilization.	Detailed Application/Software development Plan for ePoS device based Application, Detailed Delivery Plan, and Detailed Resource allocation plan for Installation and commissioning across allocations in the UT.	T +1 week
3	Requirements Analysis & demonstration approval along with the ePoS device-based application/ software solution for ePoS device	Approval for ePoS device-based application/ software solutions for ePoS device. Approval of demonstration for ePoS devices and ePoS device-based application as per the scope of work. Detailed Functional Requirement Specification(FRS) document for Complaint Registration module and SLA monitoring tool shall be provided by the successful bidder which shall further be vetted and approved by the DCS&CA.	T + 2 weeks

Phase – Commissioning & Go-Live			
4	Supply and installation of Equipment at Respective FPS Locations and Training of FPS dealers/salesmen representative/ePoS operator/Department user on the Devices across Puducherry	• Procurement Reports, Invoices & related warranty information, Delivery Challan duly signed by authorized signatory from Department/FPSs dealers/salesmen. • Dissemination of knowledge and completion of Classroom training and FPS level training. • Certificate of successful installation and commissioning received from all FPS and consolidated report and signoff by the department. • Helpdesk, Go-live along with Escalation Matrix from Bidder.	T + 8 weeks
Phase – Operations, Maintenance & Warranty Support for 5 years			
6	Operations, Maintenance & warranty support for the period of 5 years	Monitoring, Escalation Reports, MIS reports with details of Operations, Preventive Maintenance/ Support/ Warranty Activities carried out.	5 Years from the date of Go-Live
7	Preventive Maintenance on	Monitoring Escalation Reports, MIS reports with details of Operations, Preventive Maintenance Reports/Reports on Support/ Warranty Activities carried out during past six months.	On need basis after Go Live or on request of authorized person of Dept.

Note: The Go-live definition for the start of 5-years of engagement shall be "Commencement of the transactions on the Point of Sale (PoS) device and entry of such sale in the server (i.e. interaction with server) including online mode" throughout the UT of Puducherry. The definition of a completed transaction shall "a transaction that is completed right from beneficiary authentication and back and forth communication with the central server and ePoS".

13. Third Party Audit

a) SI will be responsible for engaging a Third party Quality certifying agency (STQC or certified agencies) to conduct the assessment / review of the POS application software and the supplied E-POS – Electronic Weighing Machines – IRIS Devices without any extra cost to the DCS&CA.

b) In addition, the DCS&CA shall have the right to audit and inspect all the procedures and systems relating to the provisioning of the services. If there is any change / addition in the application's functionality then the solution provider will have to obtain the STQC Certification for the changes / additions. SI has to ensure that the POS device – is certified by STQC.

14. List of Major Deliverables:

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

a) Deliverables limited to Project Period

i) 505 numbers of Brand New ePOS devices with SIM, inbuilt Finger Print device and carry case along with IRIS scanners and Electronic Weighing scales

ii) Brand New Antennas to be provided wherever necessary (to ensure that minimum signal strength shall not be less than 80-90% (3-4 bars)range)

iii) ePOS application software

iv) Paper rolls equivalent to up to 15 centimeters length per food security card per month for all FPSs

b) Deliverables for perpetuity

i) Devices delivery reports, containing among other things, the FPS Acknowledgement of receipt of devices as per Annexure.

ii) Training reports for each of the programmers specified in the Training Plan

iii) Manuals

a) The Bidder shall supply operation and maintenance manuals and shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler system software and the other software.

b) The manuals wherever applicable shall be in English and regional languages viz., Tamil in Puducherry & Karaikal, Malayalam in Mahe and Telugu in Yana region.

c) Manuals in Regional languages should be supplied for each FPS Shop and the Manuals in English as well as in the said regional languages shall be supplied to DCS&CA, Puducherry and other Regions of Civil Supplies Department, GoP.

d) Error codes shall be given by the department, which shall have to be incorporated in the manuals.

e) Manuals prepared by the SI shall be approved by the Civil Supplies Department, GoP

iv) Third party audit reports

v) Trainings and workshops as per training plan

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

vii) Periodic Status and Review Reports

viii) Project Plan to cover implementation schedules of the project including risk management, connectivity, deployment plans, resource plan, support and maintenance etc.

ix) Exit management plan.

15. Service Level Agreement:

SLA defines the terms of the responsibility in ensuring the timely delivery and compliance to the Performance Indicators. The successful bidder has to comply with Service Levels requirements to ensure adherence to timelines, quality, and availability of services.

a) SLA reporting:

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

b) PENALTIES ON SERVICES:

i) Inability of the Successful bidder to provide services at the service levels defined would result in breach of contract and would invoke this penalty clause.

ii) The proposed rate of penalty would be 0.5% of the total contract value per week subject to a maximum penalty of 10% of the Total Contract Value. In case the Penalty reaches to the maximum threshold i.e. 10% of the Total Contract Value, DCS&CA reserves the right to forfeit the PBG. This will be in addition to the Penalty amount.

iii) Any damage caused to the reputation of the DCS&CA or the Government of Puducherry due to any mismanagement due to substance abuse or in the field operations handling or its execution by the Successful Bidder or its representatives, it will be liable to pay 5% of the Quarterly invoice for that specific Quarter to the DCS&CA within 15 days or else DCS&CA will take legal action against the Successful Bidder.

iv) DCS&CA will decide whether to impose penalty or take legal action or to give warning or instruct the Successful bidder to remove such person immediately and provide replacement within 1 week. In this case, Decision of the DCS&CA shall be final.

v) If the Successful bidder after taking up the work leaves it incomplete/ delayed due to any reason, the DCS&CA will be at liberty to forfeit the EMD/PBG and blacklist the firm and any pending payments shall not be paid to the Successful Bidder.

vi) The Successful Bidder shall not be collecting any data during the currency of the contract. Privacy of citizen has to be adhered under Information technology Act, 2000 (including the amendments issued later) and other legal provisions that exists or come in future. Any breach in this shall be responsibility of Successful Bidder. DCS&CA can initiate Legal action against Successful Bidder in case of any breach in this regard or can impose Penalty for the same. Decision of the DCS&CA will be final in this case.

vii) Successful bidder has to ensure any work (complete or part off) under this contract cannot be sublet to any other organization.

viii) In case, the Successful bidder has to take help from any vendor due to extreme conditions, he has to take the approval for the same from the DCS&CA.

ix) **Penalty after** Commissioning/Go Live Phase:

Following are the Service Levels Targets envisaged by the DCS&CA 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).

Sl. No	**Service Level Parameter**	**Sub-parameter**	**Metric Used**	**Expected Baseline**	**Categories of SLA Breach**		
					Low	**Medium**	**High**
[A]	**Centralised Helpdesk Facility**						
1	Availability of Helpdesk services to FPS dealers to report incident/ log complaints	Availability of Helpdesk facility (over calls, SMSs emails, web portal and mobile application) during working hours on all working days during a month	No. of Hours	All FPS working days of week in a month from 9 AM to 6 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]	**FPS Site Support**						
2	Resolution of the incident by bidder's technician/engineer reported by FPS Dealer/ Field Staff	The e-POS devices has to be installed at the various locations and must be fully operational, facilitating smooth functioning of the project. If any non functionality/ loss of data connectivity/paper roll availability etc. is reported in any part of the device seriously affecting the business transact tion, then the component/ device has to be replaced with the spare device for continuity or new software update has to be done.	Average resolution Time	Within 24 hours of reporting at the Helpdesk, for replacing the component /device and making it functional	>28 hours but <= 48 hours after incident is logged into the system	>48 hours but <= 60 hours after incident is logged into the system	More than 60 hours after incident is logged into the system
[C]	**Scheduled downtime for Preventive Maintenance of installed & commissioned POS devices at FPS level**						
3	Scheduled Downtime for preventive maintenance of PoS Devices	Scheduled Downtime for preventive maintenance if conducted on working Day(from 6AM to 9 PM)	Average Downtime above scheduled downtime	Less than 2 Hours	Between 2 to 4 Hours	Between 4 to 6 Hours	More than 6 Hours

x) **The maximum penalty applicable on the Successful Bidder(s) shall not exceed 10% of the total contract value. In case if the total penalty applicable on the Successful Bidder exceeds 10% of the Total Contract Value, the DCS&CA reserves the right to terminate the Contract with Successful Bidder or encash the Bank Guarantee or take any Legal action against the Successful Bidder.**

xi) 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.

xii) Only and only Administrative Secretary of the Department reserves the right to relax any of the condition(s) mentioned in the RFP document or waive of any penalty, if applicable for the Bidders/ Successful Bidder.

xiii) Penalty, if any as per the table, would be deducted from the total Quarterly payable to the vendor after Project Go-live.

xiv) Per quarterly penalty, deduction shall be maximum 10% Quarterly payable amount. In case for continuously 2 Quarters if penalty exceeds the upper limit (i.e. 10%) than a show cause notice will be issued to the successful bidder and if the situations remains the same than the contract will terminated with the L1 vendor, PBG will be forfeited and vendor may be blacklisted by the Department.

c) Service Level Agreement and Penalties

i) The bidder shall comply with the following Service Level Agreements (SLAs) provided in the below table during the currency of the project. Working hours with reference to the SLAs mean the working hours of FPS. The current working hours of FP Shops in the UT of Puducherry are 9 AM to 1PM and 2 PM to 6 PM.

Installation and commissioning	The ready-to-operate and fully functional set of devices have to be installed and commissioned at the designated FPSs	Installation and commissioning of at least 90% of the contracted quantity/ active FPS within 10 weeks of signing of contract.	If installation and commissioning or a part thereof is not carried as per the SLA, then 2% of total monthly fee of the SI is treated as penalty for every additional day after the stipulated timeline. Such a penalty shall be levied up to 2 weeks beyond the prescribed time line, beyond which the contracting authority reserves the right to cancel the contract with the bidder and award it to the bidder next in the order of merit.
Call centre operations	The bidder's call centre should be operational between 9 AM to 6PM on all FPS working days	By the 4th week of signing of contract	If bidder's call center is not operationalized as per SLA, then Rs.5,000/- per day, for every additional day, is treated as penalty.

d) 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 Helpdesk Services	Availability of Help desk facility to FPS dealers (over calls during working hours on all working days during a month	All FPS working days in a month (excl. Govt. holidays) from 9 AM to 6 PM	None	No penalty
			Facility not available continuously for <=2 Hours in a day	Low	No penalty
			Facility not available continuously for 24 Hours to 48 Hours	Medium	Rs.5,000 / incidence between 24 to 48 hours
			Facility not available continuously for more than 48 Hours.	High	Rs.10,000 / incidence per 24 hours after 48 hours.
2	Client Site Support– Resolution of the incident by vendor's technician/ engineer over call with FPS Dealer	The e-POS device has to be installed at the various locations and must be fully operational, facilitate ing smooth function ing of the project. If any non- functiona lity /loss of data connectivity/paper roll availability etc. 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 or software/ hardware update has to be done	Within 24 hours of reporting at the helpdesk, for replacing the component/device and making it functional	None	No penalty
			>24 hours but <= 48 hours after incident is logged into the system	Low	Rs.500 per incidence
			>48 hours but <= 60 hours after incident is logged into the system	Medium	Rs.750 per incidence
			More than 60 hours after incident is logged into the system	High	Rs.1000 per incidence
3	Scheduled Downtime for preventive maintenance of PoS devices	Scheduled Downtime for preventive maintenance if conducted on working Day every month	Less than 2 Hours	None	No penalty
			Between 2 Hours to 4 Hours	Low	Rs.20,000 per incidence
			Between 4 to 6 Hours	Medium	Rs.35,000 per incidence
			More than 6 Hours	High	Rs.50,000 per incidence

e. Delay in adhering to committed timelines by the bidder

i) If at any time during performance of the Contract, the bidder should encounter conditions impeding timely delivery or installation of the Systems or performance of the Services, the bidder shall promptly notify the Client at least 15 days in advance, in writing of the fact of the delay, likely duration and its cause(s).

ii) As soon as practicable after receipt of the bidder's notice, the Client shall evaluate the situation and may at its discretion extend the time for performance, with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

iii) Except as provided under GCC Clause, a bidder in the performance of its delivery or installation obligations shall render the liable to the imposition of liquidated damages pursuant to GCC Clause, unless an extension of time is agreed upon by client without the application of liquidated damages.

f. Liquidated Damages

i) If the bidder fails to deliver or install any or all of the systems or if any of the Systems fail to gain Acceptance within the period(s) specified in the Contract, the Client shall, without prejudice to its other remedies under the Contract, deduct from the performance security, as liquidated damages, a sum equivalent to the percentage of the Contract price specified in SCC. Once the maximum is reached, the Client may consider termination of the Contract.

ii) If delivered or installed products and/or Services cannot be put to use without the uninstalled products or undelivered Services, the damages will be calculated using the total price of the Systems that cannot be put to use.

iii) Application of LD: Liquidated damages shall be assessed only with respect to failure to achieve the Operational Acceptance for each sub system.

iv) Delays in the Supplier's Performance (Liquidated Damages)

a) Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified in the Tender.

b) If the bidder fails to deliver any or all of the goods or perform the services at a center within the time period(s) specified in the Bid document, the department will, without prejudice to its other remedies under the Contract, deduct, a sum equivalent to 1% per week on the cost of the equipment to be supplied from the PBG as liquidated damages, until actual delivery or performance, subject to maximum limit of 100% of the cost of the equipment / cost of the service.

c) The Liquidated Damages shall be levied provided the delay/ default is for reasons solely end entirely attributable to the Supplier.

v) Penalty for operational issues

Any penalties imposed on the vendor for non-performance will be deducted by the department from the payments.

vi) Factors Considered as External

a) 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.

b) Force majeure such as Floods/Storms/terrorist attacks/ Lock Downs, disruption due to natural disasters such heavy clouds, extreme windy conditions, dust storms, hailstorms, etc.

c) External channel failures such as downtime of UIDAI application.

d) Failure of components/ Physical damages under the ownership of Vendor will not be considered as external factor.

e) 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 for deciding the penalty while monitoring the system downtime during above-mentioned factors . The Department shall also take necessary corrective actions in these cases.

16. Terms and conditions of Bid:

a) General conditions:

i) The Bidders are requested to examine the instructions, terms and conditions, and specifications given in the Tender. Failure to furnish all required information in every respect will be at the Bidder's risk and may result in the rejection of the bid.

ii) It will be imperative for each Bidder(s) to familiarize itself/ themselves with the prevailing legal situations for the execution of the contract. Department of Civil Supplies and Consumer Affairs Puducherry shall not entertain any request for clarification from the Bidder regarding such legal aspects of submission of the Bids.

iii) It will be the responsibility of the Bidder that all factors have been investigated and considered while submitting the Bids and no claim whatsoever, including those of financial adjustments to the contract awarded under this tender, will be entertained by the Department of Food, Civil Supplies and Consumer Affairs. Neither any time schedule nor financial adjustments arising thereof shall be permitted on account of failure by the Bidder to appraise themselves.

iv) The Bidder shall be deemed to have satisfied itself fully before Bidding as to the correctness and sufficiency of its Bids for the contract and price quoted in the Bid to cover all obligations under this Tender.

v) It must be clearly understood that the Terms and Conditions and specifications are intended to be strictly enforced. No escalation of cost in the Tender by the Bidder will be permitted throughout the period of Agreement or throughout the period of completion of contract whichever is later on account of any reasons whatsoever.

vi) Only and only one Service Provider shall be awarded the contract and there will be no provision for splitting.

vii) For 3rd Party Software Development Device, appropriate SDK of any component of the ePos device needs to be provided by the Service Provider as and when needed for 3rd part device integration such as weighing scale etc. at no additional cost to the DCS&CA.

viii) Bidder has to ensure full compliance with the GOI and STQC specifications for ePos and biometric devices.

Note: The Bidder shall be solely and completely responsible to the Department of Civil Supplies and Consumer Affairs Puducherry and Govt. of Puducherry for all the deliveries and deliverable.

b) Clarifications in the Tender:

i) A prospective Bidder requiring any clarification in the Tender may notify the Department of Civil Supplies and Consumer Affairs by an e-mail to civil@py.gov.in as per the schedule defined in the document control sheet of this RFP document.

ii) The Bidder shall submit any queries related to the Bid document in the following format. The queries should necessarily be in the below-given format:

Sl. No.	Page Reference in the Tender Document	Clause/ Point No. in the tender	Clarification Sought

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

c) Amendments in the Tender document:

i) A Pre-bid meeting shall be held for addressing the clarifications on the date and time mentioned in the schedule of the tender process or any other date if deemed fit by the DCS&CA . The Bidders are requested to participate in the Pre-bid meeting for clarification of their queries.

ii) Before the closing of the Tender, clarifications, and amendments, if any, will be notified on the website mentioned in the schedule of the tender process. The Bidders should periodically check for the amendments or corrigendum or information on the website till the closing date of this Tender. DCS&CA will not make any individual communication and will in no way be responsible for any ignorance pleaded by the Bidders.

iii) Before the closing of the Tender, the DCS&CA may amend the Tender document as per requirements or wherever the DCS&CA feels that such amendments are necessary.

iv) Amendments may also be given in response to the queries by the prospective Bidders. Such amendments will be notified on the websites mentioned in the tender schedule.

v) The DCS&CA at its discretion, may or may not extend the due date and time for the submission of bids on account of amendments.

vi) The DCS&CA is not responsible for any misinterpretation of the provisions of this tender document on account of the Bidder's failure to update the Bid documents on changes announced through the website.

d) Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, for which, the DCS&CA may award the contract to the next best value bidder as per this RFP or call for new proposals or invoke the EMD/PBG.

e) Disqualification

The proposal is liable to be disqualified under the following cases:

i) Proposal not submitted in accordance with this document.

ii) During validity of the proposal, or its extended period, if any, the bidder increases prices quoted in the commercial proposal.

iii) Proposal is received in incomplete form.

iv) Proposal is received after due date and time.

v) The bidder qualifies the proposal with his own conditions

vi) Proposal is not accompanied by all requisite Tender application fee/EMD/ documents/

vii) Information submitted is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period if any.

viii) Commercial proposal is enclosed in the same envelope as technical proposal.

ix) If bidder provides quotation only for a part of the project

x) The price information, the pricing policy or pricing mechanisms or any document indicative of the commercial aspects of the proposal are either fully or partially enclosed or is part of the Technical Proposal.

xi) The bidder fails to deposit the Performance Bank Guarantee (PBG) at the time of signing the contract.

xii) The bidder does not sign the contract within 15 days of the receiving the letter of acceptance from DCS&CA.

xiii) The bidder or any person acting on its behalf indulges in corrupt and fraudulent practices and bidders marked/considered by DCS&CA to be ineligible to participate for non- satisfactory past performance, corrupt, fraudulent or any other unethical business practices.

xiv) In case any one bidder submits multiple proposals or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional proposals/bidders are withdrawn upon notice immediately

xv) Bidders may specifically note that while evaluating the proposals, if it comes to DCS&CA's knowledge expressly or implied, that some bidders may have colluded in any manner whatsoever or otherwise joined to form an alliance resulting in delaying the processing of proposal then the bidders so involved are liable to be disqualified for this contract as well as for a further period of five years from participation in any of the tenders floated by DCS&CA.

xvi) The response to the pre-qualification criteria, technical proposal and the entire documentation submitted should not contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid.

xvii) DCS&CA will reject a proposal for award and also may debar the bidder for future tenders in DCS&CA, if it determines that the bidder has engaged in corrupt, fraudulent or unethical practices in competing for, or in executing a contract.

xviii) Breach of general or specific instructions for bidding, general and special conditions of contract with DCS&CA or any of its user organizations may make a firm ineligible to participate in bidding process.

17. BID SUBMISSION

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

b) **Interlineations in Bid:** The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the Bidder, in which case such corrections shall be initialled by the person or persons signing the bid.

c) **Late Bids:** Bids received after the due date and the specified time (including the extended period, if any) for any reason whatsoever, shall not be entertained**.**

d) **Availability of Tender documents**

i) Tender document can be downloaded from; https://pudutenders.gov.in and https://www.py.gov.in/ and https://dcsca.py.gov.in.

ii) For the detailed tender notice, please visit https://pudutenders.gov.in and https://dcsca.py.gov.in.

iii) Bidders are instructed to thoroughly examine all instructions, forms, terms, project requirements and other information provided in the RFP documents. Failure to provide all required information or to submit a proposal that is not substantially responsive to the RFP may result in the rejection of the proposal and forfeiture of the bid, at the bidder's risk and may result in rejection of the proposal and forfeiture of the bid.

e) **Registration of vendors:** For registration and online bid submission, bidders may contact help desk of https://pudutenders.gov.in.

f) **Digital Certificate Authentication:** The bidder shall authenticate the bid with his Digital Certificate for submitting the bid electronically on e-procurement platform and the bids not authenticated by Digital Certificate of the bidder will not be accepted on the e-procurement platform. For obtaining Digital Signature Certificate, in case the bidder does not have, they may contact Registration Authorities of any Certifying Authorities in India.

g) **Mode of submission**: Bids have to be submitted through e-Tendering process on e-procurement website of Puducherry. The EMD along with the Tender Document fee shall be submitted to the concerned as per the details mentioned in the RFP. Bids without adequate EMD, EMD validity and Tender application fee will be liable for rejection of the bid.

Bidders also requested to submit a physical copy of documents of Pre- qualification and Technical bids which are uploaded on online as mentioned in the RFP within 2 days from date of online submission but on or before the closing date and time of the tender.

h) **Bid Submission Acknowledgement:** The bidder shall complete all the processes and steps required for Bid submission. The system will generate an acknowledgement with a unique bid submission number after completing all the prescribed steps and processes by the bidder. Bidders may also note that the bids for which an acknowledgement not generated by the e-Procurement system treated as invalid or not saved in the system. Such invalid bids are not made available to the Tender Inviting Authority for processing the bids. The DCS&CA is not responsible for incomplete bid submission by users.

i) **Submission of Original Tender Application Fee & EMD**

i) Submission of original Account Payee Demand Draft/Bankers' Cheque/FDR/ Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/RTGS/ NEFT which were scanned and uploaded towards tender application fee and EMD by participating bidders should be submitted to the tender inviting authority on or before next day of opening of pre-qualification Bid as per the details mentioned in the data sheet.

ii) All the bidders shall invariably upload the scanned copies of DD/BG in e- Procurement system and this will be the primary requirement to consider the bid responsive.

iii) The department shall carry out the technical evaluation solely based on the uploaded certificates/documents, Account Payee Demand Draft/Bankers' Cheque/ FDR/ Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/ **RTGS/ NEFT** towards EMD and tender document fee in the e-Procurement system and open the pre-qualification bid of the responsive bidders.

iv) If the bidder wants to give option, he may submit it as separate bids along with separate EMD. Bidders have to submit different bids if you wants to submit with different solutions/offer devices. This will be treated as separate bid for evaluation.

j) **Conditional bids:** Not acceptable and liable for rejection.

k) **Other conditions:**

i) After uploading the documents, the copies of the uploaded Statements, certificates, documents, original Demand Drafts in respect of Bid Security (except the Price bid/offer) are to be submitted by the bidder to the O/o Director, DCS&CA.

ii) Failure to furnish any of the uploaded documents, certificates, will entitled in rejection of the bid. The DCS&CA shall not hold any risk on account of any delay. Similarly, if any of the certificates, documents, etc., furnished by the Bidder are found to be false / fabricated / bogus, the bidder will be disqualified, blacklisted, action will be initiated as deemed fit and the Bid Security will be forfeited.

iii) DCS&CA will not hold any risk and responsibility regulating non-visibility of the scanned and uploaded documents.

iv) **The Documents that are uploaded online on e-procurement will only be considered for Bid Evaluation**.

18. BIDDING PROCEDURE

The bidding will be in three (3) stages and at the end of every stage short listed bidders will be informed to have fair and healthy competition. The following is the comprehensive procedure for selection of bidders at each and every stage.

a) Stage-I (Pre-Qualification)

The bidder shall furnish the information in the required formats meeting the Pre-Qualification criteria like organizational strength, understanding the scope of the work etc. The bidder shall furnish the following information along with other prequalification information.

i) Covering letter and Bid form as prescribed in RFP

ii) Receipt copy of tender document fee/Document fee

iii) EMD

iv) Pre-Qualification – as prescribed in Forms

v) Technical and Financial details, Average annual turnover, etc. as prescribed in Forms.

vi) Bidder must quote supporting document name, Section and page no. while referring all the financial details. While entering net profit they must quote the Annual Report for the year (as supporting document name), Section and Page no. for quick reference during evaluation.

vii) Attested copies of Audited financial Statements in support of the above.

viii) Relevant experience form as prescribed in RFP.

ix) Other documents as may be deemed fit by the bidder for proving their eligibility as defined in RFP.

x) In case the bidder fails to provide necessary information, fails to fill any columns, or fails to provide supporting documents, bid will be liable to be treated, as non-responsive. Information after opening of the bid will not be considered for evaluation purpose.

b) Stage-II (Technical Bid)

i) The Tender committee will examine the technical proposals of the bidders in the Stage II and may decide to call them for presentation on the understanding of the project and implementation methodology and work plan. The demonstration required from the bidder may be of "Proof of Concept "for technical evaluation. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the proposal must include a description of such services as a separate attachment to the proposal.

ii) **Please note that no price information should be indicated in the Technical Bid and shall only be quoted in the Commercial Bid. Failure to comply with the same may result in the rejection of the Bid.**

iii) Understanding of the project, implementation methodology and work plan are key components of the Technical Proposal. Applicants shall present their Technical Proposal containing:

A. **Understanding of Project scope:** This section shall contain a clear and concise understanding of project requirements along with activities to be performed and deliverables to be provided based on the scope of work.

B. **Technical Approach and Methodology:** In this part applicants should explain their understanding of the objectives of the assignment, approach to the assignment, proposes technology & methodologies for carrying out activities and obtaining the expected outputs, and the degree of detail of such output. Bidder should also explain the proposed methodologies and highlight the compatibility of those methodologies to the proposed approach and the needs of the project. Bidder shall also include the Risk management, Business continuity plan and Quality assurance plans.

C. **Implementation and Work Plan:** In this part the Bidder should propose the main activities of the assignment, their content and duration, phasing and interrelations, meetings, milestones (including interim approvals by the Client), and delivery dates of the reports/ documents. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Scope of Work and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule. Milestones, Deliverables, Meetings and presentations shall be clearly mentioned.

D. **Organization and staffing:** In this part the applicant should propose the structure and composition of team.

E. **Capacity building:** Bidder should submit a brief approach note on training during implementation. Bidder should provide hands on training before requesting for acceptance and completion of implementation. Training and manuals should be provided to all the users.

F. **Approach for Project implementation**: Detailed approach for carrying out the project implementation along with the support and maintenance during the contract. Bidders need to give detailed approach how they would implement complete project with integration plan.

G. **Detailed specifications:** Applicants shall also give specifications of hardware/software to be procured as mentioned along with MAF from the Original Equipment Manufacturers(OEM) for supply of procured hardware and software.

H. **Company profile:** Details of the Point of Contact along with brief work profile of the bidder including relevant experiences of executing similar projects. Applicants may include relevant case studies and attested copies of completion certificates from clients in support of the case studies.

I. **Comments,** if any, to improve performance in carrying out the project. Innovativeness shall be appreciated, including workable suggestions that could improve the quality/effectiveness of the assignment. In this regard, unless the applicant states otherwise, it shall be assumed by DCS&CA that work (time and effort) required to implement any such improvements, are included in the inputs shown in the project plan.

J. **GST & OTHER TAXES APPLICABLE/INVOLVED: The item wise rate of GST and other taxes, levies, etc.,** applicable to each device, other services, maintenance, etc., as called for in the scope of work and involved for Automation of FPSs should be furnished separately in the Technical Bid cover. (Not prices).

c) Stage-III (Financial Bid)

The commercial proposal of the successful/short-listed bidders in Stage II will only be opened.

i) The financial bid should be uploaded online in a specific BOQ.

ii) The rates should be quoted for two parts in BoQ viz., in Sl.No.1 (onetime payment) : for Cost of all devices and till 100% Go-Live; and Sl.No.2 (Quarterly payment) for Monthly Service Support charges;

iii) **<u>The first part</u>** is to quote the cost for supply of one set of POS devices viz., i) ePos Device with Inbuilt Fingerprint device; ii) IRIS Scanner; and iii) e-Weighing machine and till Go Live process as called for in BoQ Sl. No.1, which is onetime payment, which will be released against completion of supply of all devices as per specifications mentioned in Annexure-1 and implement the project including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live as per Time Schedule given in Clause 9.4 in this RFP document after one month of Go-Live date of all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions as per signed certificate issued by the Dy. Director(CS&CA) of the respective region.

iv) **<u>The second part</u>** is for the monthly service support is to quote in the BoQ Sl.No.2 for functioning FPS Automation Process in all FPSs for 5 years. The cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardization charges, etc. per month per FPS for the entire contract period of 5 years. The monthly invoices on Quarterly basis payments for 20 installments ending 5 years; and in case of contract extended for further period of maximum with the prior approval of the Government, if any, on the same terms of quarterly basis.

v) The contract rate shall be for the addition of part one and part two rate quoted. The lowest rate shall be considered put together both of Sl. No.1 and Sl.No.2 in the BoQ. L1 will also be considered in this order only (no separate L1 for Sl.No.1 & Sl.No.2 rates). Total wise evaluation method will be followed.

vi) The contract may be further extended subject to review and mutual agreement at the same price and terms & conditions with prior approval of the Government.

vii) Bidder shall clearly mention the total amount for cost of entire automation of a Fair Price Shop, GST and for 505 FPSs system proposed as called for in the Financial Bid format/Bill of Quantity. Any discrepancy between words and figures noted against, the decision of DCS&CA will be final and binding on the proposals.

viii) Prices quoted by the Bidder shall be final inclusive of all duties, taxes, insurance, license fee and other costs.

ix) No variation in prices will be allowed under any circumstances during the entire period of project. No open-ended Bid shall be entertained and the same is liable to be rejected straightaway.

x) The Bidder shall quote price in clear terms.

xi) Break up should abide by the Format for Commercial Bid.

xii) The Commercial Bids should strictly conform to the online formats to enable evaluation of bids and special care may be taken that the bids having any hidden costs or conditional costs will be liable for rejection.

Note: Any bidder who tries to offer discounts/benefits suo-moto after opening of bid(s) will be automatically disqualified from the current bidding process without any prior notification and may be disqualified for future bidding processes in DCS&CA/GoP.

19. Evaluation of Bids

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

Sl. No.	Description	Code
1.	Stage-I Bidding – Pre-Qualification Evaluation of bidder's strengths in terms of meeting Pre-Qualification criteria defined	**S1**
2.	Stage-II Bidding – Technical Qualification: Only those bidders who qualify in Stage I will be considered for Stage II	**S2**
3.	Stage-III Bidding – Financial Qualification: Only those bidders who qualify in Stage II will be considered for Stage III	**S3**

18.1: Stage-I Bidding (S1) - Pre Qualification Criteria and Evaluation

a) Pre- qualification criteria

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

Sl.No.	Eligibility Criteria	Documents to be Provided
1	**Tender Application fee and EMD**	**a)Tender Fee:** **b) EMD:**
2	The Bidder must be a company incorporated in India Registered under the Company's Act 1956 /Proprietorship/ Partnership firm.	* Certificate of Incorporation along with Memorandum of Association and Articles of Association. * Factory Licence
3	The Bidder should be in the business of supply, installation and maintenance of Biometric enabled POS devices in India for last three years as on date of submission of bid and should have minimum project value of Rs.10 Crores in each year for distribution of food grains in Public distribution System for Food department.	Copies of Purchase/Work Order/ Installation Certificate/Client Certificate.
4	Bidder shall be manufacturer or Authorized Distributor of the OEM for • ePOS devices • IRIS Scanner • Electronic Weighing scales	Authorization by the OEM/ Authorized Distributor to give Manufacturers Authorization letter as per the enclosed format on Annexure II
5.	The Bidder should have an annual average turnover of Rs.15 Crores in the last 3 financial years (FY 2022-23, 2023-24 and 2024-25)	Audited financial statements certified by Chartered Accountant/ Audited Balance Sheets.
6.	The bidder shall be registered for GST and shall have valid PAN number	Copy of GST registration. Copy of PAN documents
7.	The firm shall not have been blacklisted for fraudulent and corrupt practices by any Central Government or any State Government Department/PSU/Agency/ Organisation in India at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 100.00
8.	Bidder should have following certifications For Bidder: ISO 9001:2015 For OEM : ISO 9001:2015, ISO 27001:2013, ISO 14001:2015, ISO 45001:2018, ISO 20000-1:2011, CMMI – Level 3 & Above	Valid certification

	Bidder/OEM should have DSIR recognized R&D with In house NABL Lab and SA8000 certification	
9.	Bidder / OEM should comply with the Office Order for insertion of Rule 144 (xi) in the General Finance Rules (GFR)-2017 bearing reference number F.No. 6/18/2019-PPD dated 23 July 2020 or latest, by the Public Procurement Division, Department of Expenditure, Ministry of Finance.	The OEM of proposed EPOS device shall comply with DPIIT guidelines and shall not have been manufactured in any country having land border with India and in case if such devices are imported from any such country, necessary approval from concerned authorities have to be submitted.
10.	Bidder/OEM should comply with **Circular issued by MEITY on BDCS**: **F.No:STQC/2020/ITeGOv/BDCS (Annexure-3)** on acceptance of devices for evaluation and Certification under biometric device certification Scheme and restrictions imposed on biometric Scanners from countries which share a land border with India.	The biometric devices integrated in EPOS devices shall not have been imported from countries having land border with India and in case if such devices are imported from any such country, necessary approval from concerned authorities have to be submitted.
11.	**The devices should be manufactured in India as GOI's ATMA NIRBHAR BHARAT Program and in accordance Make-in-India (MII) Local supplier certificate** (as per order No P-45021/2/ 2017-PP (BE-II) by DPIIT, Ministry of Commerce and Industry, GoI	Certification in compliance with guidelines have to be submitted.
12.	Proposed Product(s) is in compliance with the Technical Specification as mentioned in the RFP has been submitted as part of the technical proposal.	Bidder should provide a compliance statement duly signed by authorized representative to the technical specifications.

b) Pre-Qualification evaluation

i) Bidders need to fulfill all the pre-qualification conditions as mentioned, DCS&CA will examine the bids to determine whether they are complete, whether the bid format confirms to the Tender requirements, whether any computational errors have been made, whether required EMD has been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

ii) The evaluation committee examines the Pre-qualification bids for their compliance of criteria. The bids meeting all Pre-qualification criteria will be treated as substantially responsive bid.

iii) A bid determined as not substantially responsive will be rejected and may not subsequently be made responsive by the bidder by correction of the nonconformity. DCS&CA may waive any informality or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

18.2: Stage II- Bidding Process (S2): Technical Qualification Criteria

a) Only those Technical Bids, whose proposed PoS Devices meet the minimum requirement of technical specification given on Annexure-I and fulfill the pre-qualification criteria shall be considered for further evaluation. Any bidder whose Technical Specifications / Pre-Qualification Criteria does not 100% comply with the RFP requirements will be rejected

b) The Bidder shall demonstrate all the features of the proposed ePoS kit implementation at Bidder‘s own cost. A demonstration is required to be given at the DCS&CA, Puducherry to ensure compliance as per requirements. It is a part of the Technical Bid process. The live demo shall be given on the scheduled date announced date by the Committee and the evaluation shall as stated in the following clause (e) and Sl. No.6 of the Tabular Coloum.

c) If more than one type/make/ model of machine is to be deployed in the field then a demonstration of all types/makes/ models of the machine will need to be provided and each such model/make shall be approved by the Committee. Committee reserves the right.

d). If the bidder fails to give a live demo, the bid will be rejected.

e) The Tender Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below.

Sl. No.	Description	Maximum Score	Supporting Documents
A.	Product(s) proposed in the technical proposal are in compliance with the Technical Specifications for the ePOS device as mentioned in Annexure-1.	**Mandated/ pre-requisite for further evaluative**	**Compliance as per Annexure-IV**
B.	**Technical Evaluation Framework (minimum 60 marks)**		
1	**Bidders Turnover:** Annual average turnover of Bidder minimum Rs.15 Crores in last 3 financial years viz., 2022-23, 2023-24 and 2024-25.	20	Audited Financial statements/Balance Sheets Certified by a Chartered Accountant
	>40 Cr = 20 Marks		
	>30 to 40 Cr =15 Marks		
	15 to 30 Cr = 10 marks		
2	The Bidder must have minimum **experience in field level MAINTENANCE, SERVICE & SUPPORT of e-POS, IRIS Scanner with inbuilt on board encryption feature devices & Weighing Scales of minimum 1,500 Nos. each** to State/Central Government/Public sector under-takings/Banks **in every year** during the last 3 financial years viz., 2022-23, 2023-24 and 2024-25.	15	Client certificate
	No of all the Devices & Weighing scale Maintained by Bidder :		
	>5,000 and above =15 Marks		
	>3,000 – 5,,000 =12 Marks		
	1,500 – 3,000 = 9 Marks		

3	**Experience of SUPPLYING Biometric enabled POS devices & solutions** for Government/PSU for distribution of food grains in Public distribution System for Food department in India with PROJECT VALUE not lesser than Rs.10 crores each in the last 3 financial years viz., 2022-23, 2023-24 and 2024-25.		15	Work order copy/ installation/ client certificate
	5 or more Projects =15 marks			
	3 Projects = 12 Marks			
	1 Project =9 Marks			
4	**Experience of SUPPLYING not less than 1,500 Nos. ePoS & IRIS devices and Built In EMV Certified card reader in e-POS device for facilitating digital payments / AEPS each** in last 3 financial years viz., 2022-23, 2023-24 and 2024-25.		25	Work order copy/ installation/ client certificate
	>5,000 and above =25 Marks			
	>3,000 – 5,,000 =18 Marks			
	1,500 – 3,000 = 12 Marks			
5	**Submission of following documents as part of technical proposal**	**Marks**	10	Submit Relevant sections along with the e-Bid documents
	i) Proposed Application for the PoS & IRIS Scanner and Software Integration Methodology	3		
	ii) Manpower Deployment Plan	1		
	iii) Implementation Plan & Methodology	2		
	iv) Help desk Solution (equipment proposed, manpower etc.) & Complaint Management system	2		
	v) Training Plan (Approach and plan)	1		
	vi) Remote health management System (RHMS)	1		
6	**Technical Demonstration/ Presentation**	**Marks**	15	Live Demo during Evaluation
	i) Use of Ration card number to fetch the House hold information using QR code scanner	2		
	ii) Stock Management – Verify stock update options, verify stock accountability both on PoS and dashboard	3		
	iii) Demonstration of reading of magnetic swipe card and EMV smart card	4		
	iv) Reports at PoS	1		
	v) Transaction summary report for selected date range	1		
	vi) FPS stock reports (Open balance, closing balance etc.)	2		
	ii) Complete transaction through Aadhaar Authentication within 2 minute	2		
		Total	**100**	

Criteria for award of Minimum 60 marks:

Sl. No.	Evaluation criteria	Marks	
		Minimum	**Maximum**
1.	Minimum Turnover of Rs.15 Crores	10 marks	20
2.	Maintenance Experience of minimum 1500 Nos.	9 marks	15
3.	Experience with minimum project value of Rs.10 Crores under PDS	9 marks	15
4.	Experience in supply of minimum 1500 No. of devices under PDS	12 marks	25
5.	Submission of technical documents (i)(ii) (iii) (iv)(v)	9 marks	10
6.	Technical demonstration/presentation (i)(ii) (iii) (vii)	11 marks	15
		60 marks	**100**

d) DCS&CA 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.

e) 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.

f) Only those Technical Bids, whose proposed devices comply with the technical specification given above 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 with supporting documents from OEM.

g) The Technical Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the technical criteria mentioned below.

h) The Technical Evaluation Committee based on the Technical Bid submitted and live demo presentation shall allot Technical Scores out of total technical score of 100 marks.

i) Bidders who score overall 60 points or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation.

j) DCS&CA or any other authorized representative reserves right to visit (or conduct telephonic verification) bidders customers where such a similar project execution has taken place.

18.3: Stage-III Bidding (S3) – Commercial Bid Evaluation based on Quality Cum Cost (QCBS) basis:

a) The Financial Bids of technically qualified bidders (i.e) scoring =>60 points will be opened on the prescribed date in the presence of the authorized representatives of bidders.

b) The rates should be quoted for two parts in BoQ viz., in Sl.No.1 (onetime payment) : for Cost of all devices and till 100% Go-Live; and Sl.No.2 (Quarterly payment) for Monthly Service Support charges;

c) The contract rate shall be for the addition of part one and part two rate quoted. The lowest rate shall be considered put together of both Sl. No.1 and Sl.No.2 in the BoQ. L1 will also be considered in this order only (no separate L1 for Sl.No.1 & Sl.No.2 rates). Total wise evaluation method will be followed.

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

e) The bid price plus admissible taxes for five years inclusive of all cost stated in the scope of work, weighing machines, IRIS scanners, etc., and price quote shall be in Indian Rupees and mentioned separately.

f) Any conditional bid will be rejected.

g) If there is any discrepancy between words and figures, the amount in words will prevail.

h) If there is no price quoted, the bid shall be declared as disqualified.

i) 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 responsible bid” and will be given preference for engagement.

j) Please note that the proposals shall be evaluated only on the basis of the documents submitted as a part of the technical bid.

k) **<u>Selection of the Bidders</u>**:

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

a) The Bidders, who has submitted the lowest commercial bid, as per the format provided in this RFP document/form on e-Procurement Portal 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) In the event that there are 2 or more bidders having the same value in the financial bid, the bidder having the highest average annual turnover as per the technical bid submitted shall be given preference for engagement and will be declared as L1.

e) If L1 bidder fails to accept the financial quote along with terms and conditions, the bid will be treated as cancelled and EMD of that bidder will be forfeited.

f) In such a scenario the L2 bidders will be declared as the Lowest bidder and a price confirmation from that bidder will be sought.

20. Modification and Withdrawal of Bids

No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the forfeiture of EMD of the bidder.

21. Non-Conforming Proposals

a) A proposal may be construed as a non-conforming proposal and ineligible for consideration.

b) If it does not comply with the requirements of this RFP. Failure to comply with the technical requirements, and acknowledgment of receipt of amendments, are common causes for holding proposals non-conforming.

c) If a proposal appears to be "canned" presentations of promotional materials that do not follow the format requested in this RFP or do not appear to address the particular requirements of the proposed solution, and any such bidders may also be disqualified.

22. PREPARATAION OF BIDS

a) Language of Bid: The language for all of the correspondence and documents related to the bid should be in **English**.

b) Documents Comprising the Bid

Stage I	1.	Pre-Qualification by the bidder and Stage-I Bidding procedure
	2.	Formats and documents as per the Pre qualification criteria Quality Certifications.
	3.	Details of projects
	4.	Audited balance sheet(s) & Proof of Work/ purchase orders and completion certificates, net worth certificate
	5	Self Certificate stating that not blacklisted in any Central or any UT Govern ment or Public Sector Undertakings, Bid security
	6.	Receipt of Tender document fee/DD.
Stage II	1.	Technical bid - The bidder has to give technical presentation as per the techni cal evaluation criteria mentioned in this RFP
Stage III		**Commercial Proposals - Financial** bid.

c) Bid Prices

The bidder shall quote their bid prices using the Cost Forms given on on e- procurement website.

d) Effectiveness

In the interest of effective integration, cost-effective technical support and reduced re-training and staffing costs, bidders are required to offer specific brand names and models.

e) Bid Security(EMD)

i) The Bid Security shall, by Account Payee Demand Draft/Bankers' Cheque/FDR/ Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/**RTGS/NEFT** .

ii) **Any bid not accompanied by an acceptable bid security shall be rejected and treated as non-responsive**.

iii) The bid securities of unsuccessful Bidders will be returned as promptly as possible, but not later than 30 days after the expiration of the period of bid validity.

iv) The bid security of the successful bidder will be returned when the bidder has signed the Agreement and furnished the required performance security.

f) **Bid Validity:** The bid validity period shall be 180 days. A bid having validity for shorter period shall be treated as non-responsive and rejected.

g) **Bid Submission, Format and Signing**

The bidder shall submit Pre-qualification bid, Technical bid and Financial bid on e-Procurement website. The bidder also shall submit Pre-Qualification Bid and Technical Bid document, which are uploaded on e-procurement website, in separate sealed covers must consist the following:

i) Pre-Qualification Forms and the Bid Security (EMD) and receipt of tender document fee/ Document fee should be in a separate sealed envelope Super Scribing PQ on the right-hand side top of the cover as "Pre- Qualification"

ii) Technical Proposal details Super Scribing on the right-hand side top of the cover as "Technical Bid".

iii) All the copies of the bid, each consisting of the documents listed in instructions, shall be typed or written in indelible ink and shall be signed by the bidder or a person or persons duly authorized to bind the Bidder to the contract. The latter authorization shall be indicated by written power of attorney, shall accompany the bid. All pages of the bid, except for an amended printed literature, and shall be initialed by a person or persons signing the bid.

iv) One copy of the Physical documents of Pre-qualification and Technical bid documents will be submitted which are uploaded on e-Procurement website in separate sealed covers at following address:

Address: Department of Civil Supplies and Consumer Affairs,
Industrial Estate Road, Thattanchavady, Puducherry – 605 009
Email: civil@py.gov.in
Website: https://dcsca.py.gov.in

h) **Deadline for submission of Bids:** The bids should be submitted on e-procurement website of Puducherry within the time. DCS&CA may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents, in which case all rights and obligations of DCS&CA and Bidders will thereafter be subject to the deadline as extended.

i) **Late Bids :** Any bid received by DCS&CA after the bid submission deadline prescribed in the Bid Data Sheet will be rejected and returned unopened to the bidder, in case of manual bidding.

j) Withdrawal of the Bids

i) The Bidder may withdraw their bids after submission provided a written consent is received by DCS&CA one day prior to the deadline date prescribed for bid submission.

ii) No bid can be withdrawn after expiry of time allowed for withdrawal of bid till bid validity period. Withdrawal of bid during this prohibited period will result in forfeiture of bid security (EMD).

23. Bid Opening and Evaluation

a) Opening of Bids by DCS&CA

a. Date and Time : As indicated in bid document
b. Place for bid opening : On-Line on e-procurement website
c. "In the event of the specified date of bid opening being declared a holiday for the Client or Consultant, the bids shall be opened at the appointed time and location on the next working day on e-procurement website."

b) General Guidelines for bid opening

Bids will be in three parts - Pre-Qualification, Technical and Financial - and there will be three bid opening events. Following guidelines will generally be followed by DCS&CA officers at each such event. However DCS&CA may deviate from these in specific circumstances if it feels that such deviation are unavoidable, or will improve speed of processing and consequent project execution.

c) Opening of bids

i) Bids will be opened on e-procurement website(Online). The Physical bids (Pre-Qualification & Technical bids) will be opened in the presence of bidder's representatives, who choose to attend. The bidder representatives who are present shall sign a register evidencing their attendance.

ii) The bidders names, bid modifications or withdrawals, discounts, and the presence or absence of requisite bid security and such other details as the DCS&CA officer at his/her discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened.

iii) Bids that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the bidders.

d) Clarification of bids:

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

e) Preliminary examination of the bids

i) Preliminary scrutiny will be made to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

ii) Arithmetical errors will be rectified on the following basis.

a. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

b. If the bidder does not accept the correction of the errors, the bid will be rejected and the bid security may be forfeited.

c. If there is a discrepancy between words and figures, the amount in words will prevail.

iii) DCS&CA may waive any minor informality; nonconformity or irregularity in a bid, which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

iv) Prior to the detailed evaluation, DCS&CA will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the bidding documents without material deviations.

v) If a bid is not substantially responsive, it will be rejected by the DCS&CA and may not subsequently be made responsive by the bidder by correction of the nonconformity.

24. Evaluation Process

a) The bidder shall submit the Commercial Proposal for the entire work. Department will perform a detailed evaluation of the Technical Bids of the bidders who have qualified in the Pre-qualification stage in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposals.

b) In order to reach such a determination, Department will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.

c) Based on the technical evaluation, the commercial Bids of only the technically acceptable bidders shall be opened by DCS&CA/ Department. The commercial evaluation will take into account the information supplied by the bidders in the Commercial Proposal, and shall evaluate the same as per the evaluation criteria specified in this RFP.

25. Evaluation Committee

a) Tenders shall be evaluated by the Techno financial Committee (TFC).

i) The Tender Committee may choose to conduct **contract negotiations** or discussion with successful bidder. In general, there will be no commercial negotiation’s post tender opening. However, in exceptional circumstances where price negotiation is necessary due to some unavoidable circumstances, it should be held only with the lowest acceptable bidder (L1), who is techno-commercially responsive for the supply of a bulk quantity and on whom the contract would have been placed but for the decision to negotiate.

ii) The decision of the Tender Committee in the evaluation of the Technical and Commercial bids shall be final. No correspondence will be entertained outside the process of negotiations/ discussion with the Committee.

b) Clarifications of Bids and Review of bidder's Proposed Deviations

i) To assist in the examination, evaluation and comparison of Bids DCS&CA/Department may, at its discretion, ask the bidder for a clarification of its Bid.

ii) The request for clarification and the response shall be in writing and no change in the price or substance of the Bid shall be sought, offered or permitted.

c) Contacting of Department

Any attempt by a bidder to influence Department in its bid evaluation, bid comparison or contract award decisions may result in the rejection of the bidder's Bid.

d) Award criteria

Final choice of bidder, to execute this project shall be made on the basis of to the following:

i) Suitability of the solution proposed by bidder

ii) Time schedule of execution

iii) Appropriateness of financial offer from the point of view of cost- effectiveness,

iv) Total cost over contact period

v) Sustainability of solution

e) Notification of award & signing of Contract

i) Prior to expiration of the period of Bid validity, DCS&CA will notify the successful bidder in writing, that its Bid has been accepted.

ii) The successful shall submit the PBG within the 10 days of receipt of Notification of Award to the client department.

iii) Upon receipt of Performance Security, the Department will enter into agreement with successful bidder. Within 10 days of receipt of the Contract Form, the successful bidder shall sign and date the Contract and return it to the Department.

iv) Upon the successful bidder's furnishing of Implementation Guarantee and signing of Contractual documents, DCS&CA will promptly notify each unsuccessful bidder and will discharge its Bid security.

f) <u>Right to vary quantities at time of award</u>

The DCS&CA reserves the right at the time of award to increase or decrease the value, as indicated in the tender call, from the value of goods and services originally specified in the specification without any change in unit price or other terms and conditions.

g) Right to accept any bid and to reject any or all bids.

The DCS&CA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidders(s) of the grounds for such decision.

26. Use of documents and information

a) The bidder shall not, without prior written consent from DCS&CA, disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the DCS&CA in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

b) The bidder shall not, without prior written consent of DCS&CA, make use of any document or information made available for the project, except for purposes of performing the Contract.

c) All project related document (including this bid document) issued by DCS&CA other than the contract itself, shall remain the property of the Department and shall be returned (in all copies) to the Department on completion of the bidder's performance under the contract if so required by the Department.

27. Manuals and drawings

a) Before the goods and services are taken over by the user, the bidder shall supply operation and maintenance manuals, (together with drawings of the goods and services where applicable).

b) The bidder shall provide complete technical documentation of hardware, firmware, all subsystems, operating systems, compiler, system software and the other software.

c) The manuals and drawings wherever applicable shall be in English or Regional language of the respective regions viz., Tamil, Telugu and Malayalam.

d) At least one set of the manuals should be supplied for each installation sites.

e) Unless and otherwise agreed, the goods and services hall not be considered to be completed for the **purpose** of taking over until such manuals and drawings have been supplied to the user.

28. Confidentiality and Property rights

a. Confidentiality

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

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

iii) After dully following the contract closure procedure, the bidder shall transfer the datas, etc., as stated in the EXIT MANAGEMENT and then destroy complete data in the presence of the Client and/or consultant. If the bidder retains any copies of the data, then the bidder is liable for any legal action as per the applicable in at the time of bidding or at time of contract closure or at the time occurrence of the fraudulent usage of the data.

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

i) Department will be the exclusive owner of any custom developed APIs, Applications and SDK including documentation, source code, necessary library files, executables, setup programs, user manuals, system administration manuals, data, hardware items etc., that are relevant and essential for future modifications from the date accepting the products. In addition to these, Department will be the exclusive owner of the processed and unprocessed data.

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

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

c) Intellectual Property Rights

The ownership and title including the copyrights, IP Rights, license, trademarks of the Hardware and Software shall lie with the SI. However, during the Term of the Contract, the successful bidder grants the Contracting Authority a limited, non-exclusive, non-transferable, non-sub licensable, revocable license to use the Products on the terms set forth in this Agreement. The Contracting Authority agrees that all rights, title and interest in and to all the intellectual property rights in the Products, and all modifications, extensions, scripts and other derivative works of the Products provided or developed by vendor/bidder are owned exclusively by the bidder or its licensors. However, PDS data (including but not limited to transaction data, sales data, product data, stock data) are owned by the Contracting Authority.

If a third party's claim endangers or disrupts use of the software provided or procured by the Successful bidder, the Successful bidder shall, at the department’s option and at no charge to the department:

i) modify the software without affecting the functionality of the software in any manner so as to avoid the infringement;

ii) replace the software with a compatible, functionally equivalent and non- infringing product;

iii) or if the above options are, in the opinion of the department, commercially unreasonable, refund to the department, the amount paid for the software and bear the incremental costs of procuring a functionally equivalent software from a third party.

iv) System Integrator has to handover the complete Source Code for all components of the client-side POS application, including all related documents, manuals, CD's, logic flowcharts, etc. to DCS&CA should be kept informed of new changes in the client software.

v) Updated versions of the client software should be pushed to the POS/HH Device automatically, without any additional costs or expenses. It should be maintained in central server for updating the client software with single click.

vi) System Integrator shall indemnify, defend and hold harmless DCS&CA, GoP, its officers, directors, nominees and all users, against all claims, losses, costs, damages, expenses, action, suits and other proceedings, resulting from infringement of any patent, trademarks, copyrights etc. or such other infringements under any laws including the Copyright Act, 1957 or Information Technology Act 2000 in respect of all the client side POS application, the PoS devices, and all related hardware, software and equipment's or other systems or software supplied by Vendors/vendors to CA, F & CS from whatsoever source.

d) User License and Patent Rights

i. System Integrator shall provide user licenses for all software products and hardware products (where necessary), whether developed by it or acquired from others. If the licensed software includes the intellectual property rights of any third party, the bidder shall establish through a document that the prospective bidder has a right to sublicense the same to install and operate the software. In the event of any claim asserted by a third party for software piracy, the bidder shall act expeditiously to extinguish such claim. If the bidder fails to comply and the contracting authority is required to pay compensation to a third party resulting from such software piracy, the bidder shall be responsible for compensation including all expenses, court costs and lawyer fees. The contracting authority will give notice to the bidder of such claim, if it is made, without delay.

ii. System Integrator shall indemnify the devices and the services against all third party claims of infringement of patent, trademark or industrial design rights arising from use of the goods, software package or any part thereof.

29. Concessions Related to Government Projects

At no stage of the project, the DCS&CA would provide any form or certification or undertaking, which the bidders/the selected successful bidder might ask for getting concessions / benefits in various activities due to government related work.

30. Limitation of Liability

a) SUPPLIER/Service Provider/Service integrator shall not be liable or responsible for any delay or failure to perform Services in terms of the Contract to the extent that such delay or failure to perform has arisen as a result of or contributed to in any way by any delay or failure by the Tendering Authority/Department or its employees or agents or other suppliers /services providers to perform any or its duties and obligations as set out in this agreement and the applicable Service Schedule.

b) In the event that SUPPLIER is delayed or prevented from performing its obligations due to such failure or delay on the part of the Tendering Authority, SUPPLIER shall be allowed an additional period of time to perform its obligations and unless otherwise agreed the additional period shall be equal to the amount of time for which SUPPLIER is delayed or prevented from performing its obligations due to such failure or delay on the part of the Tendering Authority. SUPPLIER shall be entitled to invoice the Tendering Authority for SUPPLIER's incremental costs, charges or expenses incurred (over and above the charges) as a result of such failure or delay.

c) Nothing in the Contract shall exclude or limit either party's liability to the other for fraud (including, without limitation, fraudulent misrepresentation) or for death or injury resulting from its own or that of its employees', agents' or sub- contractors' gross negligence while acting in the course of their employment. Except as provided herein, in n event shall either party be liable, or the other, for any special, indirect, incidental, consequential or any other damages, including lost profits, data, goodwill, image or savings in connection with or arising out of or under the Contract or the Deliverables and Services provided by SUPPLIER under the terms of the Contract.

d) Except in relation to claims for breach of confidentiality obligations and obligation to indemnify for third party claims of infringement of intellectual Property Rights under this agreement, Service provider's entire liability to the other in respect of any breach of this agreement and any representation, Statement or tortuous act or omission including negligence arising under or in connection with this agreement or the Deliverables and Services provided under the terms of this agreement shall be limited to the amounts not exceeding the total value of the Service Charges received by the service provider under this agreement for the Services or Deliverables that gave rise to such liability, as of the date such liability arose.

31. Bid Security, Performance Security and Contract Price

31.1 Bid Security (EMD)

a) The bidder shall furnish, as part of its bid, Bid Security amount of Rs.10,00,000/- (Rupees ten lakhs) must be drawn in favour of "The Director of Civil Supplies and Consumer Affairs, Puducherry".

b) The bid security is required by DCS&CA to:

   a. Assure bidder's continued interest till award of contract and
   b. Conduct in accordance with bid conditions during the bid evaluation process.

c) The bid security shall be in Indian rupees in the form of Demand Draft/Bank Guarantee/RTGS/NEFT issued/through a Scheduled/Nationalised Bank of India having at least one branch office in Puducherry having validity for 210 days.

d) Unsuccessful bidder's bid security will be discharged or returned as promptly as possible but not later than thirty (30) days after the expiration of the period of bid validity of 180 days.

e) The successful bidder's bid security will be discharged upon the bidder signing the contract and on furnishing the Implementation cum performance security**.**

f) The bid security may be forfeited: If a bidder withdraws its bid during the period of bid validity or in the case of a successful bidder, if the bidder fails t**o Sign the contract in time or to furnish performance security.**

31.2 Performance Security/Bank Guarantee:

a) On receipt of the notification of Contract award within 15 days, the successful Bidder shall furnish to the Department the implementation cum Performance security for 5% of the contract value, which shall be remain valid for a period of 180 days beyond the date of completion of all contractual obligation of the bidder including warranty obligation.

b) The contract value in the RFP shall be calculated as Total cost offered for 505 FPS for 5 years in the BoQ (+) applicable GST.

c) The proceeds of the security shall be payable to the Client as compensation for any loss resulting from the bidder's failure to complete any one or all obligations under the Contract.

d) The security shall be denominated in the currency of the Contract, or in a freely convertible currency acceptable to the Clients and shall be in one of the following:

   i) A bank guarantee or an irrevocable letter of credit issued by a Scheduled Commercial/ Nationalised Bank in India and having a Branch in Puducherry in the prescribed format provided in Appendix - or any other form prescribed by bankers acceptable to the DCS&CA.

   ii) The performance security will be discharged by the Department and returned to the bidder not later than thirty 180 days following the date of completion of all formalities under the contract .

e) On receipt of notification of award from DCS&CA/Department, the successful bidder shall furnish the implementation/ performance security in accordance with the conditions of contract, as mentioned in the RFP.

f) If the bidder not furnishes the Performance Bank Guarantee/Security within the 15 days from the date of issue of LoI, a penalty of Rs.10,000/-per day subject to a maximum capping of Rs.1,50,000/- Once the maximum capping is achieved, DCS&CA reserves the right to forfeit the EMD and terminate the contract/ blacklist the Successful Bidder

g) Failure of the successful bidder to sign the contract, proposed in this document and as may be modified, elaborated or amended through the award letter, shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event DCS&CA may make the award to another bidder or call for new bids.

h) In the event of any contract amendment, the bidder shall, within 15 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the Contract.

31.3 Contract Price

i) The contract price is for 505 No. of devices and its maintenance as set forth in the scope of work for a period of 5 years and the contract may be further extended with prior approval of the Government and subject to review and mutual agreement at the same price and conditions. The payment will be made for the number of devices was functioning and automation is active.

ii) The rate quotes called for is of two parts in BoQ viz., in Sl.No.1 (onetime payment) for Cost of all devices and till 100% Go-Live; and Sl.No.2 (Quarterly payment) for Monthly Service Support charges;

a) **<u>The first part</u>** is the cost for supply of one set of POS devices viz., i) ePos Device with Inbuilt Fingerprint device; ii) IRIS Scanner; and iii) e-Weighing machine and till Go Live process as called for in BoQ Sl. No.1, which is onetime payment, which will be released against completion of supply of all devices as per specifications mentioned in Annexure-1 and implement the project including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live as per Time Schedule given in Clause 9.4 in this RFP document after one month of Go-Live date of all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions as per signed certificate issued by the Dy. Director(CS&CA) of the respective region.

b) **<u>The second part</u>** is monthly service support charge quote in the BoQ Sl.No.2 for functioning FPS Automation Process in all FPSs for 5 years. The cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardization charges, etc. per month per FPS for the entire contract period of 5 years. The monthly invoices on Quarterly basis payments for 20 installments ending 5 years; and in case of contract extended for further period of maximum with the prior approval of the Government, if any, on the same terms of quarterly basis.

iii) The contract rate shall be addition of part one and two rate quoted and for the entire contract period of 5 years.

iv) All quoted prices shall be inclusive of all expenses, taxes, duties, levies, etc., shall be held constant during the entire contract period.

v) Prices charged for project and relevant Services performed under the Contract shall not be increased from the prices quoted by them in its bid.

vi) The successful bidder shall ensure that the ePoS kits, application software functionalities, and any other component, equipment, peripherals involved in implementation solution and during the entire contract period meet the current/latest STQC/UIDAI/DFPD/State Govt. guidelines and shall comply with all relevant laws including the Aadhaar Act, 2016 and IT Act, 2000, including any amendments therein. Also, they should meet the latest standards/ guidelines brought out either independently or jointly by RBI or other Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above-referred authorities, without any additional cost to the DCS&CA, Puducherry.

31.4 STATUTORY TAXES/ DUTIES/ LEVIES

a) The contractor shall be entirely responsible for all taxes, duties, fees, levies, etc., incurred until delivery of the Goods to the Procuring Entity.

b) All the bidders/ Bidders should ensure that they are GST compliant and that their quoted tax structure/ rates are as per the GST Act/ Rules.

c) Bidders must also consider the benefits of input tax credit under the GST legislation, as amended from time to time, on Input goods/Capital goods / Input Services while quoting the prices.

d) While claiming reimbursement of duties, taxes, etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities later, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The Contractor shall also refund the appropriate amount to the Procuring Entity immediately upon receiving the same from the concerned authorities.

e) All necessary adjustment vouchers, such as Credit Notes/ Debit Notes for any short/ excess supplies or revision in prices or any other reason under the contract, shall be submitted to the Procuring Entity in compliance with GST provisions.

f) **Statutory Variation Clause**:

Unless otherwise stated in the contract, statutory variation (fresh imposition and/ or variation) in applicable GST rate/ Customs Duties or other taxes and duties mentioned in the contract, only during the period from the date of submission of the tender to the date of acceptance of the tender (that is, placement of the contract) and during the original/ re-fixed delivery period of the contract shall be borne by the Procuring Entity. Any increase in the rates of GST beyond the original/ re-fixed delivery period shall be borne by the contractor. However, during such a period, the benefit of any reduction in the GST rate must be passed on to the Procuring Entity. However, GST rate amendments shall be considered for the quoted HSN code only, against documentary evidence, provided such an increase in GST rates is after the tender submission date and shall not be applicable for any misquotation of the HSN number or incorrect GST rate by the bidder. The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

(Note: The re-fixed delivery period means the fresh delivery period, which is arrived at by recasting the original contractual delivery period after taking care of the lost period for which the supplier was not responsible.

g) Following Statutory Duties/ Taxes/ Levies are to be entirely borne by the bidder, including any statutory variations thereon and the Procuring Entity would not be responsible for these:

i) **Personal and Corporate Tax:** Bidder shall bear all Personal/ Corporate taxes imposed on owners/ company/ Joint Venture/Subcontractors or their employees.

ii) **Taxes on Sub-Contractors**, **Vendors:** Bidder shall bear all taxes, including GST, as may be imposed on Contractor or supply-chain (sub-Contractors, Vendors, etc.).

iii) **Duties/ Taxes on Raw Materials:** The Procuring Entity is not liable for any claim from the contractor on account of fresh imposition and/ or increase (including statutory increase) of GST, customs duty, or other duties on raw materials and/ or components used directly in the manufacture of the contracted Goods taking place during the pendency of the contract unless such liability is expressly agreed to in terms of the contract.

h) **Packing**

i) The bidder shall provide such packing of the Item as is required to prevent their damage or deterioration during transit to their final destination.

ii) The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperature, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

iii) The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the Department.

i) Delivery and documents

i) Delivery of the Item shall be made by the bidder in accordance with the terms specified in the Schedule of requirements. The details of shipping and/or other documents to be furnished and submitted by the bidder.

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

31.5 WARRANTY:

31.5.1 SUPPLIER warrants that:

a) All hardware, software, materials, accessories or third party products or provided by it under the Contract to Tendering Authority in the course of provision of Services are either owned by SUPPLIER or are in its lawful possession with power and authority to deliver the same to and to permit the Tendering Authority to use the same as part of the Deliverables, for **TENDERING AUTHORITY'S** benefits as contemplated herein; and

b) the use or possession of such items in paragraph (i) above by Tendering Authority in connection with the Services do not infringe any Intellectual Property of third parties.

c) SUPPLIER will have no liability under the warranty and / or indemnity in this clause to the extent that a claim is based on:

i) Tendering Authority's use of a supersede or altered Deliverables;

ii) the use of a Deliverables withy software or materials ('Materials') not supplied or approved by SUPPLIER if the infringement would have been avoided by not combining, operating or using the Deliverables with such Materials;

iii) the information, data or material supplied by Tendering Authority if infringement results from the use or incorporation of such material in the Deliverables;

iv) the compliance with any specification or instruction supplied by the Tendering Authority;

v) any modification of the Deliverables which is not carried out by SUPPLIER;

vi) the use of the Deliverables otherwise than in accordance with the specifications or the accompanying documentation.

d) If, as the result of a claim, Tendering Authority is, or will be, prevented from using part or all of the Deliverables, SUPPLIER must at its option and its expense:

   i) procure promptly the right for Tendering Authority to continue to use the Deliverables (free of any claim or liability for infringement);

   ii) modify or replace the Deliverables so as to avoid the infringement;

   iii) if SUPPLIER is able to demonstrate to Tendering Authority's reasonable satisfaction that none of the options in sub-clauses (i) to (ii) are possible, terminate the applicable Statement of Work/Contract and provide a refund to Tendering Authority of the amount paid for the subject Deliverables after depreciation on a straight-line basis over a 5 years period and on the extended further contract period, if any, with the prior approval of the Government.

e) The foregoing provides for the entire liability of SUPPLIER and the exclusive remedy of Tendering Authority in matters related to infringement of third-party intellectual property rights.

f) THE WARRANTIES EXPRESSLY PROVIDED HEREIN ABOVE ARE IN LIEU OF ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED AND ALL OTHER WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE ARE HEREBY DISCLAIMED AND EXCLUDED.

31.5.2: **TENDERING AUTHORITY warrants that**:

a) All hardware, software, services, information, data, equipment or third-party products or materials provided by it under this agreement to SUPPLIER to enable SUPPLIER to perform its obligations under this agreement are either owned by Tendering Authority or are in its lawful possession with power and authority to disclose or divulge the same to and permit use thereof by SUPPLIER in connection with the Services; and

b) The use or possession of such items in paragraph (i) above by SUPPLIER in connection with the Services do not infringe any Intellectual Property of third parties.

32. INSPECTION AND ACCEPTANCE TESTS

i) Inspection and tests prior to shipment of Goods and at final acceptance shall be carried out as follows:

a) Inspection of the goods shall be carried out to check whether the goods are in conformity with the specifications mentioned in the bid document by the Technical team of Civil Supplies Department.

b) Following broad test procedure will generally be followed for inspection and testing of hardware and firmwares. The successful bidder will dispatch the goods to the ultimate consignee after internal inspection and testing along with necessary documents. The contracting authority will test the equipment before the installation and commissioning at the site of the installation.

c) The Inspections and tests, at the discretion of department/contracting authority, may be conducted on the premises of the bidders or its subcontractor(s), at point of delivery, and / or at the good's final destination. If conducted on the premises of the Bidder or its subcontractor(s), all reasonable facilities and assistance, including access to data/ docu ments/correspondence, shall be furnished to the inspectors at no charge to the contracting authority.

d) Should any inspected or tested goods fail to conform to the specifications the contracting authority may reject the goods, and the bidder shall either replace the rejected goods or make alterations necessary to meet specification requirements free of cost to the contracting authority.

e) Acceptance of the Item (or part thereof) shall be made at the Delivery/Installation sites specified in the Delivery/Installation Schedules. At the Client's discretion, Acceptance tests will also be performed on replacement products, upgrades and new version releases, and products, which are added or modified after Acceptance of the Systems by Departmental representatives.

   i) The Client shall provide the necessary input in the form hardware and software specifications for demonstrating conformance to such specifications by the bidder, pursuant to GCC Clauses, within the number of days from the Effective Date of the contract specified in SCC. Acceptance criteria will be defined in terms of level of conformance to the specifications established by the client and to substantiate the standard of performance stipulated in the bid.

   ii) The bidder shall devise suitable Quality Assurance Tests for the products to be supplied and show evidence of conformance to specifications before delivery. This has to be certified by third-party certification agency like STQC for their functionalities.

   iii) The bidder has to confirm the specifications mentioned with evidence such as standard quality certification should not be older than one year and valid up to two years.

   iv) Nothing in shall in any way release the form of warranty or other obligations under this Contract or limit the Client's ability to seek other remedies as specified in the Contract.

f) Departments/Contracting authority's right to inspect, test and, where necessary reject the goods after the goods' arrival at user's site shall in no way be limited to or waived by the reason of the goods having previously been inspected, tested and passed by the contracting authority or its representative prior to the shipment of goods.

g) Nothing in this clause shall in any way release the bidder from any other obligations under this contract.

h) The acceptance test will be conducted by the department/contracting authority or any other person nominated by the contracting authority. Any reduction in functional requirements and performance specifications shall be ground for failure. Any malfunction, partial or complete failure of any part of hardware, firmware or excessive heating of hardware enclosures, or bugs in the software/ drivers etc shall be grounds for failure of acceptance test. All the software should be complete and no missing modules / parts will be allowed. The bidder shall maintain necessary log in respect of the results of the tests to establish to the entire satisfaction of the contracting authority , the successful completion of the test specified.

i) In the event of the hardware and software failing to pass the acceptance test, a period not exceeding two weeks will be given to rectify the defects and clear the acceptance test, failing which the contracting authority reserves the rights to get the equipment replaced by the bidder at no extra cost to the department /contracting authority / user.

b. Acceptance Certificates

On successful completion of acceptability, receipt of deliverables etc, and after contracting authority is satisfied with the working of the all the devices with authentication with UIDAI servers, the acceptance certificate signed by the bidder, FPS dealer and the representative of the department/contracting authority will be issued. The date on which such certificate is signed for all the items mentioned shall be deemed to be the date of successful commissioning of the system.

vii) Acceptance test method and final acceptance of the solution

a) Acceptance of the deliverables shall be made at the department site specified in the Schedule of Requirements at the Client's discretion.

b) The bidder shall develop and execute Acceptance test programs, procedures and data, with all necessary and proper co-operations in consultation with client, pursuant to GCC Clause, The Client shall provide the necessary input to the development of the Acceptance testing portion of the Project Plan, pursuant to GCC Clauses, within the number of days from the Effective Date of the contract specified in SCC. Acceptance tests and success criteria will be defined to substantiate the standard of performance stipulated in the bidder's bid.

c) Acceptance testing for the final deliverables shall commence within 30 days from the date of completion of the project as per scope defined.

d) Nothing in shall in any way release the bidder from any warranty or other obligations under this Contract or limit the Client's ability to seek other remedies as specified in the Contract.

ii) Completeness of Contract to Go-Live:

a) 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 DCS&CA after successful commissioning and satisfactory functioning of equipment set on to Go-live on automation.

33. PAYMENT SCHEDULE:

a) Project is a service-based BOOT model project and not simply a project involving supply of goods and construction of works.

b) The payment terms will be in two parts.

c) The first payment is as offered in the BoQ by the selected bidder approved by the DCS&CA for supply of POS devices viz., i) ePos Device with Inbuilt Fingerprint device; ii) IRIS Scanner; and iii) e-Weighing machine and till Go Live process as called for in BoQ Sl. No.1, which is onetime payment, which will be released against completion of supply of all devices as per specifications mentioned in Annexure-1 and implement the project including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live as per Time

Schedule given in Clause 9.4 in this RFP document after one month of Go-Live date of all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions

d) The second payment is for the monthly service support is as offered in the BoQ by the selected bidder approved by the DCS&CA for functioning FPS Automation Process in all FPSs for 5 years. The cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardization charges, etc. per month per FPS for the entire contract period of 5 years. The monthly invoices on Quarterly basis payments for 20 installments ending 5 years; and in case of contract extended for further period of maximum with the prior approval of the Government, if any, on the same terms of quarterly basis payment for 8 installments ending the 7th year will be made only if services are rendered by the Implementing Agency/Service Provider as agreed upon.

e) Prices are fixed and no adjustment will be made to the contract price.

f) No Advances will be paid.

g) The bidder has to submit the three copies of invoice along with SLA compliance

h) Civil Supplies Department will process the payments based on the following:

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

   b. The successful bidder shall raise invoices (along with all supporting documents/ reports and online verification by Inspectors on the SLA monitoring tool), of all the 4 regions based on the number of FPS were made Go-Live and under automation as per tender conditions.

i) The department shall make efforts to release payments against all valid invoices within 30 days of receipt of invoices on completion of 3 months on quarterly basis, subject to the satisfactory acceptance of the deliverables as per the scope of work and SLA reports submitted by the bidders.

j) The payment will be done on Quarterly basis to the bidder by the Civil Supplies Department based on invoice raised by the bidder along with report submitted to the department covering details such as operating PoS/HH machines with SLAs compliances. The invoice shall be raised directly to the Head Office of the Civil Supplies Department, GoP.

k) The Department shall verify the report submitted by the service provider and deduct the money for non-compliances from the payment amount to be paid to the bidder.

l) The penalty amount shall be recovered from the payment for that month being made to the System Integrator(SI).

m) In case machine malfunctions due to any reason, vendor will need to repair/replace the machine as per SLA. The replacement of parts shall be done free of cost.

34. Change Orders:

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

i) The Services to be provided by the bidder, and/or
ii) The Substitution of new products and services from the bidder.

ii. The Tendering Authority may at any time, by written order given to the Supplier, make changes within the general scope of the Contract in any one or more of the following:

iii. Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Tendering Authority;

i. The place of delivery; and/or
ii. The Services to be provided by the Supplier.
iii. The Quantity of goods to be supplied & or the locations of supply.

iv. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended.

v. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Tendering Authority's change order.

35. Right to terminate the process:

All decisions taken by "THE TENDERING AUTHORITY" regarding the processing of this tender and award of contract shall be final and binding on all parties concerned.

a) The DCS&CA reserves the right to vary, modify, revise, amend or change any of the terms and conditions mentioned above; or to reject any or all the tender/s without assigning any reason whatsoever thereof or may terminate the tender process midway without assigning any reason; and 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.

b) DCS&CA 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 F&CS Department. The bidder's participation in this process may result in the F&CS Department selecting the bidder to engage in further discussions and negotiations.

c) The decision regarding acceptance of Tender by the Tendering Authority will be full and final.

d) Conditional tenders shall be summarily rejected.

e) The Tendering Authority is free to phase out the work, if it feels it necessary.

36. EXIT MANAGEMENT

36.1 Exit Management Purpose

a) In the case of termination of the Project Implementation and/ or Operation and Maintenance SLA due to illegality, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.

b) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.

36.2 Exit Management Plan:

36.2.1 This clause sets out the provisions which shall apply upon completion of the contract period or the termination of the contract for default by the successful bidder. An Exit Management plan shall be furnished by the successful bidder in writing to the Department 90 days before completion of the contract period or termination of the contract for default of the successful bidder, which shall deal with at least the following aspects of exit management concerning the contract as a whole and about the Project Implementation and Service Level monitoring.

a) A detailed program of the transfer process that could be used in conjunction with a replacement bidder/vendor including details of the means to be used to ensure the continuing provision of the services throughout the transfer process, or until the cessation of the services and of the management structure to be used during the transfer phase;

b) Plans for the provision of contingent support to Project and Replacement bidder/vendor for a reasonable period after the transfer.

c) Exit Management plan in case of normal termination of the contract period

d) Exit Management plan in case of any eventuality due to which Project is terminated before the contract period.

e) Exit Management plan in case of termination of the successful bidder.

36.2.2 Exit Management plan at the minimum adhere to the following:

a) Three (3) months of support to Replacement bidder/vendor post- termination of the Contract

b) Complete handover of the Planning documents, bill of materials, technical specifications of all equipment, source codes of complaint management and SLA monitoring tool, user manuals, guides, change requests, any reports, documents, and other relevant items, etc. to the Replacement bidder/ vendor.

c) Certificate of Acceptance from an authorized representative of Replacement successful bidder issued to the successful bidder on successful completion of handover and knowledge transfer

d) In the event of termination or expiry of the contract, Project Implementation, or Service Level monitoring, both Vendor and Purchaser shall comply with the Exit Management Plan.

e) During the exit management period, the Vendor shall use its best efforts to deliver the services

f) Transfer of Assets

i) The DCS&CA 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 Purchaser 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.

ii) 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.

iii) That the Products and Technology delivered to the DCS&CA 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.

iv) SI shall be responsible to transfer all project components (ePoS Kits, software and peripheral) deployed in the FPS, they shall remain property of DCS&CA.

v) All documents including project documentations etc. used by SI for the Food and Civil Supplies department shall be transferred to DCS&CA.

vi) PDS server hardware delivered during the course of Project shall become legal property of DFCS&CA at the time of exit. SI shall transfer all warranty and other paperwork including original invoices to DCS&CA.

36.3 Cooperation and Provision of Information

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

36.4 Confidential Information, Security and Data

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

a) Information relating to the current services rendered and performance data relating to the performance of the services; Documentation relating to the Project, Project's Intellectual Property Rights; any other data and confidential information related to the Project, all current and updated services.

b) Project data as is reasonably required for purposes of the Project or for transitioning of the services to its Replacement bidder in a readily available format.

c) All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its Replacement bidder to carry out due diligence in order to transition the provision of the Services to the Department or its Replacement bidder (as the case may be).

d) Before the expiry of the exit management period, the bidder shall deliver to the Civil Supplies Department, Govt. of Puducherry all documentation created for the purpose of this Project and shall not retain any copies thereof.

e) Before the expiry of the exit management period, unless otherwise provided under the Agreement, the Civil Supplies Department, Govt. of Puducherry shall deliver to the bidder all forms of confidential information, which is in the Possession or control of Project or its users.

36.5 Employees

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

36.7 Rights of Access to Information

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

36.8 Rights of Access to Premises

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

37. Termination of contract:

a) Termination for Default

i) The Client, without prejudice to any other remedy for breach of Contract, may terminate this Contract in whole or in part by giving 30 days advance notice;

ii) if the bidder fails to deliver any or all of Products or to install any or all of the Systems within the period(s) specified in the Contract, or within any extension thereof granted by the Client **or** if he fails to perform any other significant obligations(s) under this contract.

iii) In the event the Client terminates the Contract in whole or in part, the Client may procure, upon such terms and in such manner as it seems appropriate, Products similar to those uninstalled or Services similar to those undelivered, and the bidder shall be liable to the Client for any excess costs for those similar Products or Services.

iv) However, the bidder shall continue performance of the contract to the extent not terminated.

b) Termination for Insolvency

The Client may at any time terminate the Contract by giving written notice to the bidder if he becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Client.

38. 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.

39. Force Majeure

a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

b) The bidder shall not be to liable for forfeiture of its performance security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

c) For purposes of this Clause, "Force Majeure" means an event beyond the control of the both the parties (DCS&CA & SI) and not involving fault of both the parties or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes, which would have impact on both the parties.

d) If a Force Majeure situation arises, any of the party shall promptly notify the other in writing of such condition and the cause thereof. Unless otherwise directed by the DCS&CA in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

e) 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

f) If an event of Force Majeure continues for a period of 90 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 Products already delivered or Services already performed.

40. Resolution of Disputes, Arbitration and Jurisdiction:

a) Performance of the Contract is governed by the terms and conditions of the Contract. However at times dispute may arise upon or in relation to or in connection with the contract between the Purchaser and the Successful bidder, about any interpretation of any term or condition of Contract including the scope of work, the clauses of payments etc. In such a situation, either party of the contract may send a written notice of dispute to the other party.

b) Any dispute arises between parties shall be resolved as per O.M. No.4571A/FD/ US(FIN)-I/2022, dt.22.4.2022 of the Finance Department, Govt. of Puducherry and guidelines issued by the Govt. of Puducherry from time to time; The model arbitration agreement and supplementary Arbitration Agreement prescribed as in **Annexure-VI** which is a part of this

Contract and shall be duly executed by both the parties.

c) As such, in case of dispute, which has not been settled amicably, any party can refer the dispute for Arbitration to the Secretary, Department of Civil Supplies and Consumer Affairs, Govt. of Puducherry.

d) Before requesting the Secretary to the Govt. of Puducherry, Dept. of Civil Supplies and Consumer Affairs, for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a period of 3 months' time, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary, DCS&CA, GoP.

e) Whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the GoP, DCS & CA, shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties.

f) Arbitration proceedings will be held at Puducherry and the language of the arbitration proceedings and that of all documents and communications betweenthe parties shall be English.

g) The decision of the arbitrator shall be final and binding upon both parties.

h) The expenses of the arbitrator/arbitration proceedings as determined by the arbitrator shall be shared equally by the Purchaser and the Supplier. However, the expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shallstate the reasons for the award.

i) Both the parties shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

j) In regard to the arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

- Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award. but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay. till the date of payment;

n) The fees payable to the Sole Arbitrator as agreed upon by the Parties to the Contract shall be as prescribed in the Annexure appended to this Contract, which forms part and parcel of this Contract.

Sum in Dispute	Fee fixed for Arbitrator
Upto Rs.5 lakhs	Rs.45,000
Above Rs.5 lakh and upto Rs.20 lakh	Rs.45,000 plus 3.5 percent of the claim amount over and above Rs.5 lakh
Above Rs.20 lakh and upto Rs.1 Crore	Rs.97,500 plus 3.5 percent of the claim amount over and above Rs.20 lakh
Above Rs.1 Crore and upto Rs.10 Crore	Rs.3,37,500 plus 1 percent of the claim amount over and above Rs.1 Crore

o) **Legal Jurisdiction**: All legal disputes between the parties shall be subject to the jurisdiction of the Courts situated in Puducherry/Madras in India only.

41. Conflict of Interest

a) The bidder shall furnish an affirmative Statement as to the absence of, actual or potential conflict of interest on the part of the bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with DCS&CA.

b) Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

42. Governing Language : The contract shall be written in English. All correspondence and other documents pertaining to the contract, which are exchanged by the parties, shall be written in English.

43. Applicable law: The contract shall be interpreted in accordance with appropriate Indian laws.

44. Notices

a) Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by telex, email, cable or facsimile and confirmed in writing to the other party's address.

b) A notice shall be effective when delivered or tendered to other party whichever is earlier.

45. Sub-Contracting:

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

46. Indemnification

a. DCS&CA or Government will not indemnify for any loss or damages caused to the vendor or it staff in any form during their performance on the project.

b. 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.

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

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

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

f. The Client shall indemnify and defend the bidder against all third-party claims of infringement of Intellectual Property Rights, including patent, trademark, copyright, trade secret or industrial design rights arising from the use of any information of Software provided to the bidder by the Client under the contract.

* * *

Forms and Annexures

ANNEXURE-I
Technical Specifications of Devices

1. Device Specifications

i. The devices are required to be compliant with the technical specifications, including formatting, security and validations laid down in the RFP.

ii. Also, it is preferable to keep the data size small. POS Device must be capable of collecting relevant information from PDS beneficiaries, prepare authentication data packets (PID block), perform hygiene checks on data, packets if required, transmit data packets and receive authentication results along with instructions, if any. Collection of Aadhaar information by the authentication devices shall be carried out in compliance with UIDAI specifications. The device Connectivity with server with multiple channels combination GPRS, Broadband, Wi-Fi, VOLTE, 4G connectivity. Device should access only the provided web services of e- POS server. Then application program forms the PID XML, computes SHA- 256 hash of the PID XML, generates AES-256 random session key, encrypts the PID XML with the session key. Then session key is encrypted using UIDAI's 2048-bit public key. Encrypted PID XML, encrypted session key, and PID Hash (hmac) is sent to AUA server. Based on the protocol between devices and AUA server, data elements need to be sent appropriately.

iii. The decision of the Tender Evaluation Committee constituted by the department regarding the conformity of the devices/equipment with specification stipulated shall be final and binding.

iv. **OS Compatibility:** POS/HH device should be compatible with any operating system with Graphic User Interface with Linux Kernal, Android 12.0 or higher or Windows, Java Virtual Machine or equivalent support and should be accompanied by software development device for third party application development.

v. **Ruggedness:** The devices should be robust enough to run in a rough FPS environment for a long period of time; it should be built in a tamper proof rugged body to make it more secure and rodent proof; device must be strong enough to sustain shock/drops from table heights etc. The deployed devices shall comply with internet protocol version IPV4&6.

vi. **Connectivity Support:** POS/HH device should support all connectivity options as specified in RFP. The device shall support services provided by all Telecom Service Providers (BSNL, Idea, Airtel, Vodafone, Jio, VI, etc.,) and other operators operating in project locations. The Selected bidder shall supply & bear the connectivity charges for the duration of the contract period.

vii. **SIM connections**: Bidder shall choose the appropriate SIM connections (considering that different geographical areas may have different connectivity strength for ISPs), to ensure best possible connectivity across the project area.

2. Finger Print Device and IRIS Device with Alignment Aid

Finger Print and IRIS Devices to be deployed by the bidder/SI/SP shall comply with the Aadhaar biometric authentication requirements and shall be STQC certified. The IRIS device shall also be compatible with the ePOS device proposed for supply under this tender.

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

3) Electronic Point of Sale (ePOS) Device

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

Sl.No.	Specification	Minimum Requirement
1	Processor	High-performance Processor with speed of 2 GHZ quad core or above capable of performing at least 10 transactions per minute in the laboratory environment.
		1. Perform Biometric Authentication of the PDS beneficiary with UIDAI server
		2. Generate Encrypted pay load for maximal Sales data.
		3. Transmit the Encrypted transaction sales data to PDS server. (Remove the locally stored sales data only after getting acknowledgement from the server)
		-Processor should be capable enough of performing **FINGERPRINT** authentication with AUA/ASA/UIDAI server.
2	OS	Linux OS /Android 12.0 or higher/Windows
3	Memory	1GB or higher RAM (for Linux) and 2GB or higher RAM (for Android /Windows)
		8 GB or higher In-built Storage (Flash Memory)) for Linux & 32 GB or higher In-built Storage (Flash Memory) for Android
4	Expansion Slot	Micro SD slot should be able to support up-to 32 GB.
5	Communication	Should support 3G, 4G, LTE or above, Wi-Fi, Ethernet and Bluetooth. Device should support GPS feature.
6	Interface	At least one free USB port shall be available after setting up the entire solution including peripheral devices like IRIS scanner, Electronic Weighing Scale, Barcode / QR code reader, etc.
7	Display	5.5 inch or higher colour TFT Display supporting QVGA (1280 X 720) or better resolution and 64K or higher colours resolution.
8	Key Pad	Physical Qwerty keypad with navigation keys, Function key, keys size to be large enough for navigation.
9	Battery	Swappable & Dry/Rechargeable, Li-ion or Li- Polymer battery capable of providing minimum 12 hours of operation while all function of device active i.e. battery capacity of minimum 2600 mAH (Minimum18.72 Wh for Linux) and minimum 5000 mAH (Minimum 23.4 Wh for Android& Windows).
10	Power Adaptor	Power Adaptor with surge protection and operating range 100 to 240V, 50Hz. AC input
11	SIM & SAM slot	Dual GSM SIM slot support 3G, 4G, LTE or above and Minimum One SAM slots for software up-gradation in device.
12	Printer	Integrated 2" Thermal Printer.
13	Audio	Good quality Speaker with 1W or higher output for announcements.
14	Biometric Scanner (Inbuilt)	STQC Certified L1 biometric Fingerprint scanner

15.	IRIS Scanner (External)	STQC & UDAI Certificated IRIS Scanner with inbuilt Encryption.
16	In Built Magnetic Payment Card Reader, Smart Card Reader and Contactless Smart Card reader tor digital payment	The device shall comply with PCIPTS 5.0 with Inbuilt MSR & EMV (L1 & L2) Certified. Inbuilt Smart Card Reader to perform cashless PDS and run banking correspondence services as mandated by GOI. Rupay, Master and Visa Card Scheme certifications for contact and contactless payments, shall be in the name of POS Manufacturer.
17	Support to connect Weighing Scale	Availability of connectivity feature of electronic weighing scale through USB, Bluetooth (with minimum 20 ft. range).
18	Status Indications	Status indicator provides ease of use, Indicators for connectivity (presence/absence), signal strength, battery status etc.
		Device Health Monitoring System Indicator may also be included.
		Mandatory Logs (System up time, down time etc.) as desired by the department.
19	Other Accessories	Durable carry Case, User Manual (in Hindi and English)
20	SDK	Appropriate SDK need to be provided along with the devices with necessary technical support.
21	Terminal Management System	Device should be remotely manageable in secured mode. OS patches, applications software patches and new software releases shall update into POS machines remotely using push method. TMS should be hosted in India & shall have VAPT certification from Cert-in Certified Agencies in accordance with Meity approved guidelines. Sl shall, if required host TMS at NIC/SDC of Respective states.
22	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 2hrs)
		Drop/Free Fall Test, in unpacked, switched off and normal handling conditions (Height: 100 cm, Total no. of falls: 2)
		Vibration Test should be in packed condition, switched off conditions (10-150 Hz, 0.15 mm/2g, 10 sweep, cycles/axes) Bump test should be in packed condition, switched off condition. (1000Bumps, 40g, in vertical position)
23	Add-On Antenna	The device must have a slot to connect an external antenna while, the procurement of antenna depends on the requirement of the State, which will be used in remote locations and hilly areas for better signal reception and seamless transactions.
24	Device Form Factor	The device should be portable and handy, Device must be able to hold with one hand and transact with other hand. Device weight should not be more than 550 gm. including paper roll.
25	Warranty	OEM Warranty support during the contract period. Bidder should submit the OEM declaration that the OEM will provide

		warranty support for the devices and spare part support for a period of 5 years and on the extended contract period, if any, from the date of "Go Live".
26	Certifications and compliances	Device Certification: IP54 or above, BIS, STQC, CE, RoHS, EMV L1& L2, Visa Paywave, Master Paypass and Rupay from NPCI. All certifications should be on the name of offered ePOS model OEM.
27	Security	2048-bit, 256-bit AES, Base 64, SHA-256 for full compliance with Aadhar Authentication API specification 2.0 or above, 3DES encryption, TMK/TPK support with all keys remote download capability.
28	Camera	5MP back Camera and another 5MP front Camera and should be able to perform Aadhaar enabled Facial authentication
29	Make in India	The devices should be manufactured in India as per ATMANIRBHAR BHARAT Program and in accordance with Make-In-India (MII) Local supplier certificate (as per order No.P-45021/2/2017-UP (BE-II) by DPIIT, Ministry of Commerce and Industry, Gol).
30	IP Protection	IP 54 rating or higher
31	GPS	Integrated GPS

4. Electronic Weighing Machine: (Capacity: 100kg. Accuracy: 10g Class-III)

Sl. No.	Parameter/Feature	Specifications Requirements
1	Make & Model	<Specify> (Make in India)
2	Approvals required	Metrology Department approval of model Rules
3	Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology Authorities
4	Production Capacity	Production Capacity should be minimum 2,00,000 nos. Electronic Weighing Scales per annum, certified by State Directorate of Industries.
5	Experience	OEM supplier should have experience of having supplied minimum 40,000 machines to any of the states PDS department for similar application, prior to current financial year.
6	Class	Class-III
7	Certifications	i) OEM should have ISO 9001:2015, ISO 45001: 2018, ISO 14001: 2015 Certificates.
		ii) CE certificate for offered weighing machine.
		iii) BIS certificate for offered weighing machine with CML No.
		iv)Type Test Report for offered weighing machine from Government / RRSL / NABL / ILAS accredited lab.
		v)GMP (Good Manufacturing Practice) certificate
		vi) ZED certificate from Ministry of MSME

8	Capacity	Capacity of 100 kilograms; e (Readability/interval) =10 Grams and Class-III with stainless steel platform of size : 50 x 50 Centimeters.
9	Battery Backup	6 hour or more
10	Interfaces	USB, Bluetooth wireless technology & RS-232C interfaces provision to connect to e POS, computer and other devices
11	TARE Limit	Auto TARE limit selectable while machine is switched on
12	Tamper Alert	The device should have suitable features to prevent tempering
13	Technical Features	1. There should be LED indication to show that EWS is paired with ePOS through Bluetooth.
		2. Display Intensity should be adjustable for longer battery backup.
		3. Indication for Battery Low.
		4. The electronic Weighing Machines should be brand new, having the compatibility to integrate with the ePOS Terminal (both on hardware and application software) to be deployed in Fair Price Shops.
		5. Machine should be able to integrate or communicate with the ePOS device terminals (both on hardware and application software) deployed in Fair Price Shops used in the State through USB cable & RS232 connectivity.
		6. At any point of time, the operating software has to be compatible with the existing ePOS application software.
		7. Each weighing machine shall be with calibration certificate under Weights and Measures Act.
		8. Sealing Provision as per Model Approval of Government of India or State government instructions.
		9. The scale design should be Micro controller or processor based.
		10. The Scale should be supplied with bright LED or VFD
		11. The scale should be rugged to use in noisy and dusty environment.
		12. Auto Calibration should be linked with jumper on the inside PCB.
		13. Display for customers.
		14. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval.
14	Load Cell and Over Load Protection	Single Point Load Cell shall withstand the loading conditions suitable for Fair Price Shop operations. The machine should bear the impact loading.

5. Specifications of IRIS Scanner Device:

Sl. No.	Specification	Minimum Requirement
1	Capture Mode and Encryption	On-Board auto capturing with built-in quality checking within5seconds.
		On-Board PKI encrypting captured image according to UIDAI specification
2	Image Margins	Left & right ≥ 0.6xiris radius, Top & bottom ≥ 0.2xirisradius.
3	Capture Distance	14 cm -15 cm (5.5 inches -5.9 inches) from the camera front (Optimal distance =14.5 cm (5.7inches), Focal depth=1 cm (0.4inch)
4	Output Image	K2, K3, K7 and IMAGE_ TYPE _CROPPED _AND _MASKED with JPEG2000 compression; compliance with the ISO standard ISO/IEC: 19794-6:2011, Section 6.1, 6.4.
5	Pixel Depth	Minimum of 8 bits/pixel
6	Dimensions	51.2mm x 92.6mm x 15.1mm (2 inches x 3.6 inches x 0.59inch)
7	Power	Single USB Bus Powered (DC +5V±5%) (Max power consumption=300mA)
8	Contrast	The iris image should have good grey level separation between the iris and sclera and between the iris and pupil and should have sufficient contrast to reveal the iris texture.
9	Environmental	-10°C to +50°C (Storage); -10 °C to +50 °C (Operating); 0% to 90% Humidity (Non- Condensing)
10	Scan Type	Progressive
11	Compliance& Certificates	Eye safety standard (Exempt Group per IEC 62471:2006-07), RoHS or equivalent
		FCC part15B/IEC:CISPR 22 CLASS B, IP54, IEC/EN 61000-43:2006+A2:2010 or equivalent
12	**Resolution**	**Spatial: ≥50% @ 1.0 LP/mm,**
		Pixel: ≥10Pixels/mm
13	Connectivity	USB2.0 or higher.
14	Software API	Compliant with UIDAI API specification
15	Operational Performance	FRR < 1% at FAR of 1 in 1,00,000 with images conforming to IMAGE _TYPE_ CROPPED _AND _MASKED of 3.5 KB
16	Ancillary SW	Drivers, SDK (Technical Compatible with ePOS device).
17	Host OS	Linux, Android, Windows.

* * *

Annexure-II

Bid Covering Letter (To be submitted on bidder's Letter Head)

To
The Director,
Dept. of Civil Supplies and Consumer Affairs,
Puducherry.

Sub: Bid for Selection of System Integrator for Implementing Aadhaar Enabled FPS automation in the UT of Puducherry for the Dept. of Civil Supplies and Consumer Affairs for a period of Five years on BOOT model **– Submission – Reg.**

Dear Sir,

With reference to your TENDER Document Ref. No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025, I/We, _________________ having examined all relevant documents and understood their contents, hereby submit our bid for Implementing Aadhaar based FPS Automation System in the UT of Puducherry. The Proposal is unconditional and unqualified.

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

Yours faithfully,

(Signature, name and designation of the authorized signatory) (Name and seal of the firm)

Annexure-III
Letter of Authorization
Self- declaration
(To be submitted in Bidder's Letter Head)

To

The Director,
Dept. of Civil Supplies and Consumer Affairs,
Puducherry.

Sir,

Sub: Letter of Authorization

<Name> <Designation> is hereby authorized to sign & stamped relevant documents on behalf of the <Company> in dealing with this RFP Document published vide reference No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025

He is also authorized to attend meetings and submit Technical and Commercial information as may be required by you in the course of processing above said tender.

Thanking you,

Authorized Signatory (s) of the Company	Signature of the person authorized
<Name> <Designation> <Seal>	<Name> <Designation> <Seal>

Note: Power of Attorney/Board Resolution for authorized person for signing the bid should be attached.

Form -P

Pre-Qualification Check List

Sl. No.	**Clause**	**Documents Required to be furnished**	**Submitted (Yes /No)**	**Documentary Proof (Page No.)**
1.	Bid covering letter	Annexure-II		
2.	Letter of Authorization	Annexure-III; and Power of Attorney/Board Resolution for authorized person for signing the bid.		
3.	Tender application fee Rs.5,000/-	DD/RTGS details		
4.	EMD Rs.10 lakhs details	Online Payment or Bank Guarantee or DD		
5.	General Information of the Bidder	Form P1		
6.	Pre-Qualification Undertaking letter	Form P2		
7.	Statement of No Deviation from RFP	Form P3		
8.	Bidder must be a Company incorporated in India under Companies Act 1956/2013 or Proprietorship Firm/Partnership Firm operating ICT/ ITES	Certificate of incorporation along with Memorandum of Association and Articles of Association, Registration Certificate copy & details GST and PAN cards		
9	Bidder should be a Manufacturer of PoS(Point of Sale) Devices or should be an authorized partner of OEM	Document proof-manufacturing certificate of the OEM along with Manufacturer Authorization Form as per the Form P4		
10	ISO and CMMI certificates and other Certificates	Valid Certificate Copies		
11	Financial Turnover details for the last 3 financial years 2022-23, 2023-24 and 2024-25.	Form P5; and Document Copies of Audited Balance sheets and Certifica tion from statuary Auditor		
12	Details of experience in implementation of projects with deployment of ePoS devices in Govt./Public sector/PSU in India	Form P6; and Relevant Work Order/ Contract Copies, work/satisfactory performance certificate		

13	Details of experience in deployment of 4,500 e-PoS devices / Hand Held Machines in Govt./Public sector/PSU projects during last three years	Form P7; and Relevant Work Order/ Contract Copies, work/satisfactory performance certificate		
14	Details of technical manpower available with Bidder	Form P8		
15	Declaration for not being blacklisted by any Government Entity	Form P9		
16	Covering Letter for Financial Proposal	Annexure-IV		

Place: Bidder's Signature

Date and seal.

Form P1

General Information about the Bidder

Sl. No.	Particulars	Details
1.	Name of the Prime Bidder Company/ Firm	
2	Date of Incorporation	
3	Company/Firm Registration No.(ROC details)	
4.	Legal Status of the Company in India & Nature of Business in India	
5.	Address of the Registered Office in India	
6	Date of Commencement of Business	
7.	Name & e-mail id, phone number, fax of the Contact Person	Name: Phone: Fax: Email
8.	Web-Site address	
9	Permanent Account Number (PAN)	
10	Valid GST Registration Number	
11	ISO certifications issued date and expiry date CMM Level III certification issued date and expiry date	
12	Awards if any	

Place: Bidder's Signature

Date : and Seal.

Form P2

Pre-Qualification- Technical Bid Undertaking

To

The Director,
Department of Civil Supplies and Consumer Affairs,
Puducherry

Sir,

Sub: Selection of System Integrator for Implementing Aadhaar Enabled FPS automation in the UT of Puducherry for the Dept. of Civil Supplies and Consumer Affairs for a period of Five years on BOOT model.

Ref: Tender reference No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025

* * *

We, the undersigned Bidders, having read and examined in detail all the Tender documents do hereby propose to provide te services as specified in the Tender document along with the following:

a. **TENDER APPLICATION FEE**: We have enclosed Tender Application Fee in the form of Account Payee Demand Draft/Bankers' Cheque/FDR/ Insurance Surety Bond/**RTGS** for the sum of **Rs.5,000/-.** This Fee is non refundable.

b. **BID SECURITY(EMD):** We have enclosed an EMD in the form of Account Payee Demand Draft/Bankers' Cheque/FDR/ Insurance Surety Bond/Bank Guarantee (including e-Bank Guarantee)/**RTGS/NEFT** for the sum of **Rs.10,00,000/-.** This EMD is liable to be forfeited in accordance with the provisions of the RFP.

c. **PERFORMANCE SECURITY:** We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed in the RFP within 15 days from the date of issue of Letter of Intent.

d. We hereby declare that our bid is made in good faith, without collusion or fraud and **furnished all the documents as called for in the RFP and** the information contained in the bid is true and correct to the best of our knowledge and belief. We understand that our bid is binding on us and that you are not bound to accept a bid you receive.

e. **Bid Validity Period**: We agree to abide by this bid for a period **of 180 days** after the date fixed for bid opening or for any further period for which bid validity has been extended and it shall remain binding upon us and Bid may be accepted at any time before the expiration of that period.

f. I declare that all the provisions of this RFP/Tender Document are acceptable to my company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.

Yours faithfully,
(Signature of the Bidder)
Name :
Designation :
Seal Date :
Business Address:

Form P3
Statement of No Deviation from RFP
(On bidder's Letterhead)

To

The Director,
Department of Civil Supplies & Consumer Affairs,
Government of Puducherry,
Puducherry – 605 009.

Dear Sir/Madam,

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 UT of Puducherry.
(Ref. No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025)

* * *

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]

Form P4
Manufacturer's Authorization Form (MAF)
(Letter on the letter head of OEM)

Date: ___________

To

The Director,
Dept. of Civil Supplies and Consumer Affairs,
Puducherry.

Sir,

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

Ref: RFP for Selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in the Union Territory of Puducherry.
(Ref. No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025)

* * *

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

a) <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 PoS Devices with Electronic Weighing Scales (EWS) for Automation of Fair Price Shops in Puducherry.

b) We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder> to the Department.

c) We endorse the warranty support for the products for a period of 60 months commencing from the date of acceptance sign-off; and for the extended contract period, if any (i.e) throughout the agreed entire contract period. The warranty shall cover all the components and sub-components of the supplied PoS Devices including battery, screen, patches and upgrades (free of cost) of the device driver.

d) 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 Products name>	

I/ we hereby authorize M/s__________________________to undertake to submit a Bid, and subsequently negotiate and sign the contract with the DCS&CA against Tender Ref No: ____for the (type the Description of goods) developed by us. I/ we hereby extend our full warranty for the goods offered for supply by the above firm against this tender.

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

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

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

Yours Faithfully,

[Authorized Signatory] [Designation] [Place]

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

Form P5
Average Annual Turn Over

The average annual turnover of M/s…………………………………………..for the past three years are given below and certified that the firm has the minimum requisite average annual turnover of Rs.15 Crores during the last 3 financial years as stated below and the Statement is true and correct.

Sl. No.	Year	Turn Over (In lakhs in INR)	Profit (In lakhs in INR)
1	2022-2023		
2	2023-2024		
3	2024-2025		
	Total		

Average Annual Turn Over Rs._________lakh

Net Worth:

Financial Information			
	FY 2022-23	FY 2023-24	FY 2024-25
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

Note: a) Net-worth: i) The net worth of the Bidder firm (manufacturer or principal of authorised representative) should not be negative on 'The Relevant Date' and also ii) should have not eroded by more than ***30%*** (thirty per cent) in the last three years, ending on 'The Relevant Date'.

b) **Relevant document copies should be submitted**

Date:

Seal:

Signature of Bidder

Signature of Auditor

Chartered Accountant
Name in Capital letters: ……………………
Mobile No. ……………………..………
UIDN No.…………………………………..
PAN : …………………………………

Form P6

Details of experience in implementation of projects (value not lesser than Rs.10 Crores in each year) with deployment of ePoS, IRIS Scanner devices & electronic weighing scale in State/Central Govt. /PSU in India

Sl. No.	Financial Year	Name of Project	Client's Name & details	No. of POS Devices supplied in the project	Scope of the project
1	2022-2023				
2	2023-2024				
3	2024-2025				
Total					

Note: Relevant document copies should be submitted

Place: Bidder's Signature
Date : and seal.

Form P7

Details of experience in deployment of minimum 1,500 e-PoS, IRIS Scanner devices and Electronic weighing scales in Govt./Public sector/PSU projects during last three years

Sl. No.	Financial Year	Name of Project	Client's Name & details	PoS Software developed and deployed for No. of POS Devices supplied in the project	Scope of the project
1	2022-2023				
2	2023-2024				
3	2024-2025				
Total					

Note: Relevant document copies should be submitted

1. Letter from the client to indicate the successful completion of the project.
2. Contract signed between vendor and client.
3. Other details, if any.

Place: Bidder's Signature
Date : and seal

Form P8

a) Details of technical manpower available with Bidder

Sl. No.	**Region**	**Full Address of service center**	**Contact person with phone No.**	**No. of support engineers and their details : Name, Qualification and Experience**
A	B	C	C	D
1				
2				
3				
4				
5				
6				

b) Proposed Service engineers at 4 regions

Sl. No.	Region	No. of Service engineers Proposed
A	B	C
1		
2		
3		
4		

We hereby declare that the details of the staff shall be provided by us during the period of contract.

Place: Bidder's Signature
Date : and seal.

Form P9

Declaration of firm not Blacklisted
(Notarized affidavit on stamp paper of Rs. 100/-)

To

The Director,
Dept. of Civil Supplies and Consumer Affairs,
Puducherry.

Sub: Declaration of firm not 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 Union Territory of Puducherry.
(Ref. No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025)

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.

I further certify that I am competent officer in my company to make this declaration.

Yours faithfully,

(Signature of the Bidder)

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

TECHNICL BID FORMS
(Forms T to T5)

Form T
Technical bid Check List

Sl. No.	Clause	Documents Required to be submitted	Submitted (Yes /No)	Document-ary Proof (Page No.)
1.	Technical compliance of offered devices	Form T1; and Relevant Technical datasheets literature and certifications of offered devices		
2.	The Bidder should have an annual average turnover of Rs.15 Crores in the last 3 financial years (FY 2022-23, 2023-24 and 2024-25)	Form P5; and Document Copies of Audited Balance sheets and Certifica tion from statuary Auditor		
3.	Experience in implementation of projects with deployment of ePoS devices during last 3 years in Govt./ Public sector/ PSU in India project value >= Rs. 10 Cr in every year	Form T2 Work order/ Contract Copies of the projects		
4.	Experience in deployment of >= 1,500 e-PoS/Hand Held Machines & IRIS devices and electronic weighing scales each in Govt./ Public sector/PSU under PDS projects each year during last three years	Form T3 Work order/ Contract Copies of the projects		
6.	Details of expertise manpower in PDS domain.	Form T4 & relevant documents		
7.	Technical Presentation:	Form T5 Bidder's own format and documents		
8.	Any other information			

Place: Bidder's Signature
Date : and seal

Form T1
Technical compliance of offered devices

Sl. No.	Specification Required as mentioned in RFP for each item Defined in RFP	Specification of proposed item along with Make & model, Part Code, Qty. & Description if any	Compliance (Complied/ Higher/ Lower)	Reference for proof of compliance (Required documents to be uploaded along with technical bid)	REMARKS
1)	Device Specifications				
2)	Finger Print Device and IRIS Device with Alignment Aid				
3)	Electronic Point of Sale (EPOS) Device				
4)	Electronic Weighing Machine: (Capacity:100 kg. Accuracy: 10g Class-III)				
5)	IRIS Devices:				

Note: Relevant Technical datasheets, literature and certifications etc should be submitted

Place: Bidder's Signature
Date : and seal.

Form T2

Experience in implementation of projects with deployment of ePoS devices in Govt./Public sector/PSU in India
Project Value >= Rs. 10 Cr. in each year during the last 3 financial years

Sl. No.	Financial Year	Name of Project	Client's Name & details	Project value in Rs.	Scope of the project
1	2024-25				
2	2023-24				
3	2022-23				
4	2021-22				
5	2020-21				
…					
Total					

Note: Relevant document copies should be submitted

Place: Bidder's Signature
Date : and seal.

Form T3

Experience in deployment of not less than 1,500 e-PoS & IRIS devices / Hand Held Machines and Electronic Weighing scales in Govt./Public sector/PSU projects each year during last three years

Sl. No.	Financial Year	Name of Project	Client's Name & details	No. of PoS devices deployed	Scope of the project
1	2024-25				
2	2023-24				
3	2022-23				
Total					

Note: Relevant document copies should be submitted

Place: Bidder's Signature
Date : and seal.

Form T4

Details of expertise manpower in PDS domain.

Sl. No.	Name of the Employee	Designation	Project & Experience details in PDS domain	No. of years experience in PDS domain	Period of the project
1					
2					
3					
4					
..					

Note: Document proofs should be submitted.

Place: Bidder's Signature
Date : and seal.

Form T5

Technical Presentation: Bidder own format and documents

Form F

Financial Bid Undertaking

(On bidder's Letter head)

To
The Director,
Dept. of Civil Supplies & Consumer Affairs,
Government of Puducherry,
Thattanchavady, Puducherry – 605 009.

Dear Sir/Madam,

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 <State_Name>
(Ref. No.2401/DCS&CA/PDS/B1/2025-26, dated 08.05.2025)

* * *

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]
[Seal & Sign]
[Business Address]

[Place]
[Date]

FORM-F1
FINANCIAL BID FORMAT

1. The financial bid should be uploaded online in a specific BOQ.

2. The rates should be quoted for two parts in BoQ viz., in Sl.No.1 (onetime payment) : for Cost of all devices and till 100% Go-Live; and Sl.No.2 (Quarterly payment) for Monthly Service Support charges;

   iii) **<u>The first part</u>** is to quote the cost for supply of one set of POS devices viz., i) ePos Device with Inbuilt Fingerprint device; ii) IRIS Scanner; and iii) e-Weighing machine and till Go Live process as called for in BoQ Sl. No.1, which is onetime payment, which will be released against completion of supply of all devices as per specifications mentioned in Annexure-1 and implement the project including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live as per Time Schedule given in Clause 9.4 in this RFP document after one month of Go-Live date of all 4 regions viz., Puducherry, Karaikal, Mahe and Yanam regions as per signed certificate issued by the Dy. Director(CS&CA) of the respective region.

   iv) **<u>The second part</u>** is for the monthly service support is to quote in the BoQ Sl.No.2 for functioning FPS Automation Process in all FPSs for 5 years. The cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardization charges, etc. per month per FPS for the entire contract period of 5 years. The monthly invoices on Quarterly basis payments for 20 instalments ending 5 years; and in case of contract extended for further period of maximum with the prior approval of the Government, if any, on the same terms of quarterly basis.

3. The contract rate shall be for the part one and two rate quoted. The lowest rate shall be considered put together both of Sl. No.1 and Sl.No.2 in the BoQ. L1 will also be considered in this order only (not separate L1 for Sl.No.1 & Sl.No.2).

4. The rates mentioned above is inclusive of cost of the technical devices, support, manpower resources, and any buffer ePoS required for uptime as stated in scope of work; but inclusive of all taxes, levies, etc..

5. Prices in Financial Bid should be quoted in the provided format in the relevant fields and should not leave any field blank.

6. All prices should be quoted in Indian Rupees and indicated both in figures and words. Price in words shall prevail, in the event of any mismatch.

7. The FPS automation project roll-out will be throughout UT with 505 FPS (approx.).

8. Quantities mentioned in the above table are indicative and the department reserves the right at the time of issuance of work order to increase or decrease the quantity to the extent of +/-10% from the original requirement without change in the cost and other specified terms & conditions of the RFP.

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

10. In the event that there are 2 or more bidders having the same value in the financial bid, the bidder having the highest average annual turnover as per the technical bid submitted shall be given preference for engagement and will be declared as L1.

11. In case the L1 bidder fails to implement the assigned project, the department reserves the right to offer the L2 bidder and so on to initiate the work strictly at the L1 rates.

12. The payments will be made as two parts as stated in payment clause 32 in the tender document and as per the rates quoted by L1 bidder in BoQ viz., in Sl.No.1 (onetime payment) : for Cost of all devices and till 100% Go-Live; and Sl.No.2 (Quarterly payment in 20 instalments) for Monthly Service Support charges for the entire 5 years contract period.

13. All payments would be made only towards the actual number of ePoS devices made Live.

Sl. No.	Description (As per scope of work in the RFP document)	Unit price for products / unit price per month in case of service support charges (sl.no.2.0) including all expenses but excluding GST Rs.	GST (In %)	Unit price for products including all expenses and GST Rs. P	Total Cost for 505 Units including all expenses and taxes Rs. P	Service support charges per FPS per month including all expenses and GST Rs. P	Service support charges for 505 FPS per month including all expenses and GST Rs. P	Service support charges for 505 FPS for 60 months including all expenses and GST Rs. P	Total Amount Rs. P
1	2	3	4	5	6 [(Col.3X Col.4%)+ Col.3)X505]	7	8	9 [(Col.3X Col.4%)+ Col.3)X505X60	Col.7 for Sl. No.1.0 & Col.9 for Sl. No.2.0
1.0	**Cost of all devices and till 100% Go-Live :** Cost for the following 3 devices as per specifications mentioned in Annexure-I of NIT and to implement the project Including all the expenses of man power, delivery, installation, commissioning, testing, application integration with NIC software, training, other charges, etc., and successful implementation of automation process till 100% Go-Live per FPS as stated in Clause 32 in the NIT 1. ePos Device with Inbuilt Fingerprint device 2. IRIS Scanner; and 3. e-Weighing machine	505 Nos.							
2.0	**Monthly service support charges:-** Cost for the service support for deployment infrastructure and any other services to be provided for success implementation of the project after 100% Go-Live which includes all the expenses for operation and maintenance, Manpower, third party audit, STQC, SMS charges, stamping and standardisation charges, etc. per month per FPS for the entire contract period of 5 years.								
	Total amount								

Total Project Cost (INR) In Words :____

Place: Bidder's Signature

Date : and seal.

Annexure -IV

Bid Security (EMD): BG format

(To be issued by a bank scheduled in India and having at least one branch in Puducherry)

To

The Director,
Dept. of Civil Supplies & Consumer Affairs,
Govt. of Puducherry.
Thattanchavady,
Puducherry – 605 009.

Ref. RFP No2401/DCS&CA/PDS/B1/2025-26, dt.08.05.2025.

Whereas..................................... (Here in after called "the Bidder") has submitted its bid Dated …….......(Date) for the execution of (Here in after called "the Bid")

KNOW ALL MEN by these presents that WE .... of..........................having our registered office at....................... (hereinafter called the "Bank")..............are bound to the "The DCS&CA") in the sum of Rs.______________for which payment well and truly to be made to the said DCS&CA itself, its successors and assignees by these presents.

The conditions of this obligation are:

If the bidder withdraws its bid during the period of bid validity or If the bidder, having been notified of the acceptance of its bid by the DCS&CAL during the period of bid validity:

a. fails or refuses to execute the contract form if required; or
b. fails or refuses to furnish the performance security, in accordance with the bid requirement;

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

This guarantee will remain in force up to the period mentioned in RFP and any demand in respect thereof should reach the Bank not later than the above date.

Place: Signature of the Bank and seal.

Date:

Annexure-V
Format of PERFORMANCE BANK GUARANTEE
(for Security Deposit)

To
The Director,
Department of Civil Supplies & Consumer Affairs,
Government of Puducherry.
Puducherry – 605 009.

Sub: **SD-**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 the UT of Puducherry.

Ref: RFP for Selection of System Integrator for Supply, Installation with Application and Maintenance of ePoS Devices for Automation of Fair Price Shops in the UT of Puducherry.
(**RFP No2401/DCS&CA/PDS/B1/2025-26 dt.08.05.2025.**)

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 (Do__) 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 Department 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 5 ½ years from the date of signing of contract subject to the terms and conditions in the said Contract; and in case of extending the contract for further period with prior approval/decision of the Government with mutual agreement between the parties, the validity of the Guarantee be extended; and in any case, 180 days beyond the contract period, the validity be extended.

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 <__> and other concerned Government departments/agencies of Government of <___>

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 5 ½ years (ie.) 180 days after the 5 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. 5 ½ 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 count.

Dated ……………………. this ……….. Day   2025.

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.

Annexure-VI

Arbitration Agreement
[as a separate chapter in the contract agreement itself]

Model-I

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

I) **THAT,** the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;

II) **AND THAT,** the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;

III) **AND THAT,** the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry:

IV) **AND THAT,** whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry [Name of concerned Department] shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before requesting the secretary [name of concerned department] for appointing an arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the secretary [name of concerned department];

V) **AND THAT**, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

VI) **AND THAT,** the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

(VII) **AND THAT**, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

VII) **AND THAT**, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award. But thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay. Till the date of payment;

IX) The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

Having agreed to the above by both the parties, the said parties affix their signatures to this agreement this………….…………….. day of (month and year) at (place).

Signature I	**Signature II**
On behalf of ____________	**On behalf of ____________**
Witness:	
1.	**1.**
2.	**2.**

Supplementary Arbitration Agreement

[as a supplementary agreement annexed to the main contract agreement]

This Deed of Agreement made on the _____day of ____,2025, BETWEEN the President of India represented by Shri. (Name.)______, the (Designation)______, (Office),…… (Place),…. BEING THE PARTY OF THE FIRST PART:

AND

M/s. _____________(Firm name) represented by Shri (Name of the Contractor), S/o.__________having an office at, (Place)_______ BEING THE PARTY OF THE SECOND PART:

WHEREAS, the Party of the FIRST PART has agreed with the Party of the SECOND PART to abide by the Terms and Conditions of this ARBITRATION AGREEMENT:

AND NOW, THEREFORE, this INDENTURE WITNESSETH and the parties hereto have agreed as follows:

I. THAT, the parties hereto have entered into a Contract on .... [Date of signing the main contract] for *[Name* of Project./ work] and are bound by the terms and conditions as stipulated in the said Contract including the 'Clauses of the Contract' as appended to the said contract;

II. AND THAT, this AGREEMENT shall form part and parcel of the said contract executed on the .... .day of................. , [Month][Year];

III. AND THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/ under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (VI) hereinbelow, and that the award made in pursuance thereof shall be binding on the parties;

IV. AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;

V. AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;

VI. AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry .... [Name of concerned Department] shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before requesting the Secretary .... [Name of concerned Department] for appointing an Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary [Name of concerned Department];

VII. AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

VIII. AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

IX. AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period. between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

X. The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

XI. AND THAT, in so far as Arbitration is concerned, the terms and conditions of this supplementary Arbitration Agreement shall prevail over anything to the contrary that may be spelt out in the main contract as referred to in clause (I) above.

Having agreed to the above by both the parties, the said parties affix their signatures to this agreement this…………..……………. day of (month and year) at (place).

Signature I	**Signature II**
On behalf of ___________	**On behalf of ___________**

Witness:

1.	**1.**
2.	**2.**

ANNEXURE-VII

LIST OF FAIR PRICE SHOPS AND ITS LOCATIONS IN THE UNION TERRITORY OF PUDUCHERRY

i) Puducherry region:

Sl. No.	FPS No.	Shop Name	Location
1	**1**	PFPSECS	Community Hall, Solai Nagar, Muthialpet,Puducherry.
2	**2**	PFPSECS	Municipality Complex,Bharathidhasan street, Muthiyalpet
3	**3**	PFPSECS	Municipality Complex,Bharathidhasan street, Muthiyalpet
4	**4**	Private	1/C, Loudu Nagar, Muthialpet, Puducherry
5	**5**	PFPSECS	PONPAF .Vazhakulam.
6	**6**	PFPSECS	Old Govt.school, Kurichikuppam, Guber salai,Puducherry.
7	**7**	PFPSECS	Eswaran kovil street, Puducherry.
8	**8**	PFPSECS	Amuthasurabi Building, Gandhi street,, Puducherry.
9	**9**	PFPSECS	Eswaran kovil street, Puducherry.
10	**10**	Private	No.90, Pudu Nagar, Govindasalai, Puducherry.
11	**11**	PFPSECS	Amuthasurabi Building, Gandhi street,, Puducherry.
12	**12**	PFPSECS	S.V Patel Street Puducherry
13	**13**	PFPSECS	Amuthasurabi Building, Gandhi street,, Puducherry.
14	**14**	PFPSECS	S.V Patel Street Puducherry
15	**15**	Private	Rajiv Gandhi Nagar, Opp. To Light House, Dubrayapet, Puducherry
16	**16**	PFPSECS	Yanam Vengatachalapathy Street,Vakuppuvariyam, Chinnakadai, Puducherry.
17	**17**	Private	43, Jeyamuthumariaman Koil Street, Vanrapet, Puducherry
18	**18**	PFPSECS	Govt. Primary School (opp), Saram, Puducherry
19	**19**	PFPSECS	Municipality Complex, Kamarajar Salai, Saram.
20	**20**	PFPSECS	Periyar Nagar Netaji School,
21	**21**	PFPSECS	Municipality Complex, Kamarajar Salai, Saram.
22	**22**	PFPSECS	Veduthalai nagar, Muthaliarpet, Puducherry
23	**23**	PFPSECS	Community Hall, Thiyaga Mudhliyar Nagar,Muthaliarpet
24	**24**	PFPSECS	Community Hall, Thiyaga Mudhliyar Nagar,Muthaliarpet
25	**25**	Private	20, Nadu Street, 2nd Cross, Murungapakkam, Puducherry
26	**26**	PFPSECS	35, Pillayar Koil Street, Kompakkam.
27	**27**	Private	37, Marriamman Koil Street, Old Saram , Puducherry
28	**28**	PFPSECS	4th Cross, Amudasurabi Bulding, Venkata Nagar.
29	**29**	PFPSECS	No.10 DA2 JIPMER Complex Gorimedu Pondicherry
30	**30**	PFPSECS	No.67 Kali Kovil Street Thilawspet Pondicherry
31	**31**	PFPSECS	Kathikamam Main Road (Near Govt School)
32	**32**	PFPSECS	Oulgaret Kaiai Arangam, shamugapuram Pondicherry
33	**33**	PFPSECS	Fish Market, OCM Muthirayarapalayam
34	**34**	PFPSECS	Library, Near Draupadi ammn koil,Arumathapuram
35	**35**	PFPSECS	58, Salai Street, Moolakulam
36	**36**	PFPSECS	Lambrat Saravana Nagar, Reddiyarapalayam
37	**37**	PFPSECS	12, Mariamman Koil Street, Puthupet.Lawspet.

38	**38**	PFPSECS	Edaiyanchavadi Road, Karuvadikuppam
39	**39**	PFPSECS	No.48,Car Street, Pillaichavadi.
40	**40**	PFPSECS	Uzhavarkarai Municipality , Community Hall,Periyakalapet.
41	**41**	PFPSECS	Alankuppam (Govt School)
42	**43**	PFPSECS	Appartment, Near Kanagan Lake, Moogambigaiy Nagar
43	**44**	PFPSECS	Kurumampet Iyyankuttypalayam Pondicherry
44	**45**	PFPSECS	Periyar Nagar Netaji School,
45	**46**	PFPSECS	Municipality Qtr, Vazhakulam, Puducherry.
46	**47**	Private	No. 22, Rajarajeswari Nagar, 3 cross Vengatanagar, Pdy
47	**48**	Private	No. 22, Rajarajeswari Nagar, 3 cross Vengatanagar, Pdy
48	**49**	Private	No.13, 5th Cross Street, Vivekandha Nagar, Puducherrry
49	**50**	Private	No. 66, Mettu St., Thengathittu, Pdy
50	**51**	PFPSECS	Vinayagar kovil Street, Main Road,Municipal Complex, Lawspet
51	**52**	PFPSECS	No.2, Govt., Qts., Lawspet,
52	**53**	PFPSECS	Community Hall, Karasur, & No:5,Reddiyar Street, Thuthipet
53	**54**	PFPSECS	Thirukkanur Main Road, (near throbadhiamman kovil) Kalitheerthalkuppam
54	**55**	PFPSECS	Old Govt.school, Kurichikuppam,Guber salai,Puducherry.
55	**56**	PFPSECS	Vadukuppam road, P.S Nallur.
56	**57**	PFPSECS	Govt. Primary School (opp), Saram, Puducherry
57	**58**	PFPSECS	Mudakkumariyamman Kovil Thirumana Nillaiyam, Govindasalai, Puducherry
58	**59**	PFPSECS	kurumampet (Near Ankanvadi) Iyyankuttipalayam Pondicherry
59	**60**	PFPSECS	Old Water Tank , Kuruvinatham, Bahoor,Puducherry
60	**61**	PFPSECS	No.67, Pilliyar Kovil Street, Ganapathychettikulam. Puducherry.
61	**62**	PFPSECS	Old Pooranakuppam St, Subaiya Nagar, Ariyankuppam
62	**63**	PFPSECS	R.K.Nagar Community Hall, Ariyankuppam
63	**64**	PFPSECS	Community Hall, Veerampattinam, Ariyankuppam
64	**65**	PFPSECS	Kalaingar Nagar, Manavelly, Ariyankuppam
65	**66**	PFPSECS	Pooranakuppam Road, Thavalakuppam
66	**67**	PFPSECS	Mariamman Koil Street, Andiyarpalayam
67	**68**	PFPSECS	Dr.B.R.Ambethkar Nagar , Community Hall, Ariyankuppam, Puducherry.
68	**69**	PFPSECS	Old BDO Offfice Buliding, Abishekapakkam,Puducherry.
69	**70**	PFPSECS	Bangala Street, Bahoor, Puducherry.
70	**71**	PFPSECS	Koravallimedu, Moorthy-pudukuppam Main road, puducherry
71	**72**	PFPSECS	Vanidasan Street,Seliyamedu, Bahoor, Puducherry
72	**73**	PFPSECS	Community Hall,Araganoor, Bahoor Post, Puducherry
73	**74**	PFPSECS	Community Hall, Near Vetnary Hospital , Kirumapakkam
74	**75**	PFPSECS	Co-Oprative Agri-Credit Society,Karayanputhur
75	**76**	PFPSECS	Perumal kovil street, Panaiyadikuppam
76	**77**	PFPSECS	Old Anganvadi Street, Chinna Karayanputhur, Puducherry
77	**78**	PFPSECS	School Street,Manamedu Pet, Manamedu
78	**79**	PFPSECS	Mariamman koil street, Soriyankuppam

79	**80**	PFPSECS	School Street, Kezh Parikalpet, Bahoor Post
80	**81**	PFPSECS	Sunami Nagar,MoorthiPuthukuppam,
81	**82**	PFPSECS	Elliamman Koil Street, Korkadu
82	**83**	PFPSECS	West Street, Villianour Bahoor Road, Karikalampakkam
83	**84**	PFPSECS	Nathamedu Road Pudukuppam
84	**85**	PFPSECS	T.V Nagar Road, Empalam
85	**86**	PFPSECS	Siddi Vinayagar Koil ST, Nettapakkam
86	**87**	PFPSECS	E.B.Road, Commune Panchayat Bulding, Kariyamanikkam
87	**88**	PFPSECS	Health dept., Qtrs, Konkampattu main road, Madukarai
88	**89**	PFPSECS	Main Road, Kizhoor
89	**90**	PFPSECS	Villupuram main road Thiruvandarkoil
90	**91**	PFPSECS	Society street, Kothapurenatham
91	**92**	PFPSECS	Bank Road, Thirubuvanai
92	**93**	PFPSECS	Mariamman Koil street, Sanyaseekuppam
93	**94**	PFPSECS	Thirukkanoor main Road, P.S pallayam (near throbadhiamman kovil)
94	**95**	PFPSECS	Samudhaaya nalakoodm, Mannadipet, (near throbadhiamman kovil)
95	**96**	PFPSECS	VAO Office, Main road, Sorapet
96	**97**	PFPSECS	Throbadhiamman kovil), Chetipet
97	**98**	PFPSECS	Throbadhiamman kovil Street, Koonichempet
98	**99**	PFPSECS	Pallivasal street, Thirukanoor
99	**100**	PFPSECS	Middle Street,kodathur
100	**101**	PACCS	Pillaiyar Kovil Street, Santhaipudukupam
101	**102**	PFPSECS	Pillaiyar koil Street,Suthukeny
102	**103**	PACCS	Aalai Main Road, Katterikuppam
103	**104**	PFPSECS	5, Nava Santhi Street, Villianur
104	**105**	PFPSECS	Thirukanchi Road, Pudunagar, Kanuvapet
105	**106**	PFPSECS	Co-op Bank Bulding, Bahoor Road, Uruvaiyar
106	**107**	PFPSECS	keezagragaram (Near Perumal Koil)
107	**108**	PFPSECS	Commune panchayat Office, uruvaiyaar road, Mangalam
108	**109**	PFPSECS	27, Main Raod, keezsathamangalam
109	**110**	PFPSECS	Odiampet Main Road (Near Shivan Koil)
110	**111**	PFPSECS	Co-op Society Bulding , Mariamman Koil Street, Poraiyur
111	**112**	PFPSECS	Co-op Society Bulding, Perumal Koil street, Koodapakkam
112	**113**	PFPSECS	NO.6.2nd street ,Bharathi nagar AriyurPet
113	**114**	PFPSECS	Co-op Society Bulding, Main Road,Thondamanatham
114	**115**	PFPSECS	Vaikkal Street, Sulthanpet, Villianur, Puducherry
115	**116**	PFPSECS	8, Middle Street, Pudukuppam
116	**117**	PFPSECS	Edaiyanchavadi Road, Karuvadikuppam
117	**118**	PFPSECS	ECR.Road, Nagavalli Koil Near, Chinna Kalapet, Puducherry.
118	**119**	PFPSECS	Community Hall, Solai Nagar, Muthialpet,Puducherry.
119	**120**	PFPSECS	Govt.Primary School,Angalamman Nagar, Muthialpet.
120	**121**	PFPSECS	3, Kamarajar Street, Muthulingam Pet,Lawspet.
121	**122**	PFPSECS	Mariyamman Koil Street, Thattanchavady, Pondicherry
122	**123**	PFPSECS	Amudasurabi Gowdown Main Road, Venkatanagar.

123	**124**	PFPSECS	34, Mariamman Kovil Street, Shanjeevi Nagar, Pondicherry
124	**125**	PFPSECS	11th Cross, Periyar Nagar,Nellithope,Puducherry
125	**126**	PFPSECS	No.13 Papammal Kovil Street, Ramalingam Nagar, Muthialpet, Puducherry
126	**127**	PFPSECS	Municipality Complex,Bharathidhasan street, Muthiyalpet
127	**128**	PFPSECS	Govt.Primary School,Angalamman Nagar, Muthialpet.
128	**129**	PFPSECS	Pillaiyarkoil Street, Vaithikuppam,
129	**130**	PFPSECS	10, Anthoniyar Kovil Street, Kumarakurupallam, Puducherry
130	**131**	PFPSECS	Eswaran kovil street, Puducherry.
131	**132**	PFPSECS	Amuthasurabi Building, Gandhi street,, Puducherry.
132	**133**	PFPSECS	Yanam Vengatachalapathy Street,Vakuppuvariyam, Chinnakadai, Puducherry.
133	**134**	PFPSECS	38,VOC St, chinnakadai uppalam, Puducherry
134	**135**	PFPSECS	38,VOC St, chinnakadai uppalam ,Puducherry
135	**136**	PFPSECS	Govt.Workshop, Keerapalayam,Puducherry.
136	**137**	PFPSECS	Community Hall, Kallarai Street, Vanarapet
137	**138**	PFPSECS	7,Veduthalai nagar, Muthaliarpet, Puducherry
138	**139**	PFPSECS	Villianur Main Road ,Pillaiyarkovil , Murungapakkam
139	**140**	PFPSECS	Mudakkumariyamman Kovil Thirumana Nillaiyam, Govindasalai, Puducherry
140	**141**	PFPSECS	3rd Cross, Elangonagar,Puducherry
141	**142**	PFPSECS	4th Cross, Amudasurabi Bulding, Venkata Nagar.
142	**143**	PFPSECS	70, 2nd Cross, Gnanapragasam Nagar, Vinoba Nagar,Puducherry
143	**144**	PFPSECS	Sakthi Nagar Community Hall ,Saram
144	**145**	PFPSECS	Netaji School Periyar Nagar
145	**146**	PFPSECS	Municipality Complex, Kamarajar Salai, Saram.
146	**147**	PFPSECS	Convent uzhavarkaripet, Puducherry
147	**148**	PFPSECS	42, Mariamman Koil Street, Gundupalayam, Puducherry
148	**149**	PFPSECS	Manimegalai Street, Annanda Nagar Kathirkamam Pondicherry
149	**150**	PFPSECS	Thilaspet,(Mandha Velli Koothu Medai) Puducherry
150	**151**	PFPSECS	Fish Market, OCM Muthirayarapalayam
151	**152**	PFPSECS	Kovil mani Street Dharumapuri Pondicherry
152	**153**	PFPSECS	24, Samynathan Nayker Street, Municipalitty Complex ,Ariyankuppam , Puducherry.
153	**154**	PFPSECS	Govt.Middle School , Toll Gate, Ariyankuppam.
154	**155**	PFPSECS	Middle street, Pooranankuppam
155	**156**	PFPSECS	32, Reddiyar Street, T.N Pallayam, Thavalakuppam,Puducherry
156	**157**	PFPSECS	6.A,. P.S Nallur Road, Kalmandapam, Nettpakkam Post, Puduchery - 605107
157	**158**	PFPSECS	Pattaampakkam main road, Madukarai
158	**159**	PFPSECS	Community Hall Kandanpet(Embalam),School Street Kattukuppam Bahoor,Puducherry
159	**160**	PFPSECS	Mankupam Road, Andiyarpalayam
160	**161**	PFPSECS	Mariamman Koil Street, Madhagadipet
161	**162**	PFPSECS	Pilliyar koil Street, Sellipet
162	**163**	PACCS	Aalai Main Road, Katterikuppam

163	**164**	PFPSECS	Vivekandha School, Urivaiyar
164	**165**	PFPSECS	Thirukanchi Road, Pudunagar, Kanuvapet
165	**166**	PFPSECS	Murugan kovil street, Perungaloor.
166	**167**	PFPSECS	Pillayar koil Street , Anandhapuram Road, Ariyur
167	**168**	PFPSECS	Old Tank Street, Pilliarkuppam (Ankanvadi)
168	**169**	PFPSECS	North Street, Bahoor,Puducherry
169	**170**	PFPSECS	Community Hall, Bahour Pet, Bahour.
170	**171**	PFPSECS	Common Service Centre, Pillayarkuppam, Kirumambakkam Post,Puducherry.
171	**172**	PFPSECS	Temple Stage, Mariyamman koil., panithittu, ,Puducherry
172	**173**	PFPSECS	Vinayagar Kovil Street, Adhingapet, Seliyamedu Post,Puducherry
173	**174**	PFPSECS	Community Hall , R.K Nagar, Ariyankuppam
174	**175**	PFPSECS	Main Road, Near Old Railway Gate, G.N Palayam
175	**176**	PFPSECS	Eswaran kovil street, Puducherry.
176	**177**	PFPSECS	Chettikullam, T.v.Nagar, Anganwadi Maiyam, Puducherry.
177	**178**	PFPSECS	Yanam Vengatachalapathy Street,Vakuppuvariyam, Chinnakadai, Puducherry.
178	**179**	PFPSECS	Community Hall, Kallarai Street, Vanarapet
179	**180**	PFPSECS	Uthukattu Mariamman Koil Street, Pethuchetipet,Lawspet.
180	**181**	PFPSECS	Vanniyar street, Pakkumudaiyanpet, Puducherry
181	**182**	PFPSECS	Siva Complex, Villianur
182	**183**	PFPSECS	Thirupuvanai Palayam to Caddalore main Raod, (near Muthumaariamman koil) Thirupuvanai Palayam
183	**184**	PFPSECS	NO,5 Main Road Sivarandgam
184	**185**	PFPSECS	Sengazhneer Amman Koil Opp. Sedarapet,Puducherry
185	**186**	PFPSECS	Pilliyar Koil street, Molapakkam
186	**187**	PFPSECS	Pillayar koil Street Kumarapalayam
187	**188**	PFPSECS	Municipality Complex,Bharathidhasan street, Muthiyalpet
188	**189**	PFPSECS	Old Govt.school, Kurichikuppam,Guber salai,Puducherry.
189	**190**	PFPSECS	Uthukattumariamman Koil street, Sellaperumal pet, Lawspet
190	**191**	PFPSECS	PilliyarKoil Street, Villupuram Raod, Erulansanthai, Bahoor,Puducherry
191	**192**	PFPSECS	Mudakkumariyamman Kovil Thirumana Nillaiyam, Govindasalai, Puducherry
192	**193**	PFPSECS	Police Quarters Gorimedu Pondicherry
193	**194**	PFPSECS	Vinayagar Koil Street, Nathamedu, Eambalam,Puducherry
194	**195**	PFPSECS	Wevers QTS, shanmugapuram Pondicherry
195	**196**	PFPSECS	Sivan Temple Marie Oulgaret, Puducherry
196	**197**	PFPSECS	CSC Centre, Kudiyurpalayam,,Puducherry
197	**198**	PFPSECS	Vanniyar street, Pakkumudaiyanpet, Puducherry
198	**199**	PFPSECS	Perumal Koil street, Koodapakkam
199	**200**	PFPSECS	PILLAYAR koil street, Nathameadu Ea
ripakkam
200	**201**	Private	1/C, Lourdu Nagar, Muthialpet, Puducherry
201	**202**	PFPSECS	Uzhavarkarai Municipality , Community Hall,Periyakalapet.
202	**203**	PFPSECS	Mariamman koil street, Sompet
203	**204**	PFPSECS	Pallivasal street, Thirukkanur

204	**205**	PFPSECS	Vetnary Hospital. Orleanpet.
205	**206**	PFPSECS	Perumal koil street, Koonichempet
206	**207**	PFPSECS	Govt.Workshop, Keerapalayam,Puducherry.
207	**208**	PFPSECS	Kavikuil Street, Ashok Nagar Lawspet
208	**209**	PFPSECS	Lambrat Saravana Nagar, Reddiyarapalayam
209	**210**	PFPSECS	Raja Nagar Community Hall.Orleanpet
210	**211**	PFPSECS	Community Hall, Thiyaga Mudhliyar Nagar,Mudaliarpet
211	**212**	PFPSECS	Pattaampakkam main road, Madukarai
212	**213**	PFPSECS	Old Govt Primary School,Ramanathapuram, ,Puducherry.
213	**214**	PFPSECS	Community Hall, Sudhana Nagar,Nainarmandapam
214	**215**	Private	Water Tank, Kattabomman Nagar, Manavely, Ariyankuppam
215	**216**	PFPSECS	Uzhavarsanthai,Lawspet.
216	**217**	PFPSECS	2nd Cross, Thilagarnagar
217	**218**	PFPSECS	Siddi vinayakar koil st, Nettapakkam
218	**219**	PFPSECS	Mariamman koil street, Kirumambakkam Pet ,Puducherry
219	**220**	PFPSECS	4th Cross, Amudasurabi Bulding, Venkata Nagar.
220	**221**	PFPSECS	Kamala Nehru Thirumana Nillaiyam street, Kamarajar Nagar, Bahoor,Puducherry.
221	**222**	PFPSECS	Mariamman Kovil Street, Kannikovil, Puducherry
222	**223**	PFPSECS	Community Hall,sunami Nagar Narambai
223	**224**	PFPSECS	SS Nagar, Villanur (old Opp. Water Tank)
224	**225**	PFPSECS	Mariamman Koil street kurumampet Iyyankuttipalayam
225	**226**	PFPSECS	2ND,Cross Bharathy Nagar ,Ariuoor
226	**227**	Private	Thanthai Periyar Govt. Girls Hr. Sec. School, Ariyankuppam
227	**228**	PFPSECS	20, Angalaman Koil Street, Nallavadu
228	**229**	PFPSECS	Coummunity Hall , Thanam Palayam, Thavalakkuppam, Puducherry.
229	**230**	PFPSECS	13, Jawahar Nagar, Boomiyanpet, Reddiarpalayam
230	**231**	PFPSECS	Mariyamman koil st,Karamanikuppam Puducherry
231	**232**	PFPSECS	Govt. Primary School (opp), Saram, Puducherry
232	**233**	PFPSECS	Gandhi Thirunallur, Ilango adigal street, Muthirayarpalayam
233	**234**	PFPSECS	Market street Gandhi Nagar Pondicherry
234	**235**	PFPSECS	Meenatchipet(Amman Koil) Pondicherry
235	**236**	PFPSECS	Dental Hospital back side Kamarajar Nagar Pondicherry
236	**237**	PFPSECS	25.Mariamman koil Street Manakuppam
237	**238**	PFPSECS	Vanniyar street, Pakkumudaiyanpet, Puducherry
238	**239**	PFPSECS	7,viduthalai Nagar, Mudaliarpet, Puducherry
239	**240**	Private	Sankarabharani St., T.5, Last St, Anitha Nagar, Mudaliarpet
240	**241**	PFPSECS	Community Hall, Sudhana nagar, Nainarmandapam
241	**242**	PFPSECS	35, Pillayar koil Street, Kompakkam
242	**243**	PFPSECS	Desamuthumariamma kovil Street, Vanarapet
243	**244**	PFPSECS	First main road, Kurinji nagar.
244	**245**	PFPSECS	Netaji School Periyar Nagar
245	**246**	PFPSECS	55, Mariamman Koil Street, Muthupillaipalayam
246	**247**	PFPSECS	B.D.O Office, Thiruveni Nagar, V. Manaveili, Villianur, Puducherry
247	**248**	PFPSECS	34, Pillaiyar Kovil Street, Vaithikuppam

248	**249**	PFPSECS	Mariamman Kovil Street, Manalipet,Thirukkanur post,Puducherry.
249	**250**	PFPSECS	Main Road, Thirukanchi
250	**251**	PFPSECS	Police Quatars Gorimedu Pondicherry
251	**252**	PFPSECS	Muthu mariamman kovil Street, Agaram , & Old Co-op Milk Society Senthanatham
252	**253**	PFPSECS	Mariamman koil Street, Ariapalayam Old Water Tank
253	**254**	PFPSECS	No.8, Mariamman Koil Street, Pangur, Puducherry
254	**255**	PFPSECS	Sivaji Community Hall, Veerampattinam, Ariyankuppam
255	**256**	Private	First Street, Pankajam Nagar, Abishegapakkam, Pdy
256	**257**	PFPSECS	Community Hall, Venilla Nagar, Nellithope
257	**258**	PFPSECS	3, Kavikuil Street, Ashok Nagar Lawspet
258	**259**	PFPSECS	No.13 Papammal Kovil Street, Ramalingam Nagar, Muthialpet, Puducherry
259	**260**	PFPSECS	Amudasurabi Gowdown Main Road, Venkatanagar.
260	**261**	PFPSECS	11th Cross, Krishnanagar, :Lawspet, Puducherry
261	**262**	PFPSECS	Community Hall,Samipillai thotham, Karuvadikuppam.
262	**263**	PFPSECS	Community Hall, Thiyaga Mudhliyar Nagar,Mudaliarpet
263	**264**	PFPSECS	GF2, Municipality Shopping Complex , Thengaithittu
264	**265**	PFPSECS	Veduthalai nagar, Muthaliarpet, Puducherry
265	**266**	PFPSECS	7,Veduthalai nagar, Muthaliarpet, Puducherry
266	**267**	PFPSECS	Community Hall, Thiyaga Mudhliyar Nagar,Mudaliarpet (POCM)
267	**268**	PFPSECS	Community Hall, Kallarai Street, Vanarapet
268	**269**	PFPSECS	Madha Street, uzhavarkaripet, Moolakulam, Puducherry
269	**270**	PFPSECS	Iyyanar Koil Street, Ellapillaichavadi, Puducherry
270	**271**	PFPSECS	Community Hall, Pitchaveermpet, Moolakulam, Puducherry
271	**272**	PFPSECS	Municipality Complex, Kamarajar Salai, Saram.
272	**273**	PFPSECS	13, Jawahar Nagar, Boomiyanpet, Reddiarpalayam
273	**274**	PFPSECS	4th Cross, Amudasurabi Bulding, Venkata Nagar.
274	**275**	PFPSECS	Netaji School Periyar Nagar
275	**276**	PFPSECS	Mudakkumariyamman Kovil Thirumana Nillaiyam, Govindasalai, Puducherry
276	**277**	PFPSECS	Mariyamman Koil Street, Thattanchavady, Pondicherry
277	**278**	PFPSECS	Vetnary Hospital. Orleanpet.
278	**279**	PFPSECS	Thilaspet,(Mandha Velli Koothu Medai) Puducherry
279	**280**	PFPSECS	Anganvadi Street, Mettupalayam.
280	**281**	PFPSECS	Vanniyar street, Pakkumudaiyanpet, Puducherry
281	**282**	PFPSECS	Thirukanchi Road, Pudunagar, Kanuvapet
282	**283**	PFPSECS	Anganvadi, Manamakizhmantram,Jeevanathapuram.
283	**284**	PFPSECS	Community Hall, Thanapalayam,Thavalakkuppam
284	**285**	PFPSECS	SMV Puram , Villianur
285	**286**	PFPSECS	8, Nava Santhi Street, Villianur
286	**287**	PFPSECS	Siva Complex, Villianur
287	**288**	PFPSECS	Vadamangalam (Near EB Office)
288	**289**	PFPSECS	Embalam Main Road, Melsathamangalam
289	**290**	PFPSECS	Main Road, Kizhoor

290	**291**	PACCS	Suthukeni Road, Katterikuppam
291	**292**	PFPSECS	Mariamman Koil Street, Anandhapuram, Puducherry
292	**293**	PFPSECS	Manapet Main Road, Manapet.Puducherry.
293	**294**	PFPSECS	Gandhi Thirunallur Ilango adigal street Muthirayarpalayam
294	**295**	PFPSECS	No.29, Kamaraj Street, VP Singh Nagar, Puducherry.
295	**296**	PFPSECS	Shanmugapuram, Fish Market Street, (Ankanvadi), Puducherry
296	**297**	PFPSECS	Dental Hospital back side Kamarajar Nagar Pondicherry
297	**298**	PFPSECS	Thilaspet,(Mandha Velli Koothu Medai) Puducherry
298	**299**	PFPSECS	Thropathiamman Koil Street, Dharumapuri Pondicherry
299	**300**	PFPSECS	Govt Primary School Opp. Arasur.
300	**301**	PFPSECS	Opp, Jagadambal Kovil, J.J Nagar, Moolakulam, Puducherry
301	**302**	PFPSECS	6th Cross, Ambal Nagar, Koundanpalayam, puducherry
302	**303**	PFPSECS	70, 2nd Cross, Gnanapragasam Nagar, Vinoba Nagar, Puducherry
303	**304**	PFPSECS	10TH CROSS, BRINDAVANAM,SARAM.
304	**305**	PFPSECS	Vanniyar street, Pakkumudaiyanpet, Puducherry
305	**306**	PFPSECS	Community Hall, Thulukananthamman Nagar, Velrampet
306	**307**	PFPSECS	Community Hall, Thulukananthamman Nagar, Velrampet
307	**308**	PFPSECS	Community Hall, Thulukananthamman Nagar, Velrampet
308	**309**	PFPSECS	Uzhavarsanthai,Lawspet.
309	**310**	PFPSECS	Edaiyanchavadi Road, Karuvadikuppam
310	**311**	PFPSECS	Vinayagar kovil Street, Main Road,Municipal Complex, Lawspet
311	**312**	PFPSECS	Community Hall, Solai Nagar, Muthialpet,Puducherry.
312	**313**	PFPSECS	Sakthi Nagar Community Hall ,Saram
313	**314**	PFPSECS	vazhapet Main Road, Kuruvinatham, Bahour Post, Puducherry
314	**315**	PFPSECS	33, Church Street, Ariyankuppam
315	**316**	PFPSECS	Desamariamman Koil Street, EmBalam
316	**317**	PFPSECS	Community Hall, Kallarai Street, Vanarapet
317	**318**	PFPSECS	Madukarai main road, Nallur
318	**319**	PFPSECS	Dr.B.R.Ambethkar Nagar , Community Hall, Ariyankuppam, Puducherry.
319	**320**	PFPSECS	Police Station Road, Chinapet, Thirubuvanai.
320	**321**	PFPSECS	First main road, Kurinji nagar.
321	**322**	PFPSECS	Moorthy Kuppam Main Road, Mathikrishnapuram, Bahoor, Puducherry
322	**323**	PFPSECS	Co-oprative Milk Society Bulding, Kaduvanoor.
323	**324**	PFPSECS	Uzhavarkarai Municipality , Community Hall,Periyakalapet.
324	**325**	PFPSECS	Community Hall , R.K Nagar, Ariyankuppam
325	**326**	PFPSECS	Water Tank Street, Noonakuppam
326	**327**	PFPSECS	Sengazhneer Amman Koil Opp. Sedarapet,Puducherry
327	**328**	PFPSECS	Naadhar sangam, Jeevanathapuram.
328	**329**	PFPSECS	Thiropathiamman Koil , Poorankuppam
329	**330**	PFPSECS	Vaikkal Street, Sulthanpet, Villianur, Puducherry
330	**331**	PFPSECS	Municipality Complex, Kamarajar Salai, Saram.
331	**332**	PFPSECS	4th Cross, Pudunagar, Reddiyarpalayam
332	**333**	PFPSECS	14 A, Poomiyanpet, Bhavana Nagar, Puducherry..

333	**334**	PFPSECS	14 A, Poomiyanpet, Bhavana Nagar, Puducherry..
334	**335**	PFPSECS	Pudunagar, Reddiyarpalayam
335	**336**	PFPSECS	Vetnary Hospital. Orleanpet.
336	**337**	PFPSECS	Sivan Koil Street,Arachikuppam, Bahoor Post, Puducherry
337	**338**	PFPSECS	Nerhu Nagar, Karayanputhur, Puducherry
338	**339**	PFPSECS	Desamuthumariamman koil st, Vanarapet
339	**340**	PFPSECS	Govt.Workshop, Keerapalayam,Puducherry.
340	**341**	PFPSECS	Govt.Workshop, Keerapalayam,Puducherry.
341	**342**	PFPSECS	Community Hall, Sudhana nagar, Nainarmandapam
342	**343**	PFPSECS	Villianur Main Road, Murungapakkam
343	**344**	PFPSECS	14,Jeevanatham school st, Karamanikuppam, Puducherry
344	**345**	PFPSECS	1st cross, Jaymoorthy Rajanagar, Mudhaliarpet, Puducherry
345	**346**	PFPSECS	Selva Nagar Bahoor Main Road, Uruvaiyar
346	**347**	PFPSECS	Kambatham Street, Pandachozhanallur
347	**348**	PFPSECS	Mariyamman Koil Street,Karikalampakkam Pet, Puducherry
348	**349**	PFPSECS	33, Church Street, Ariyankuppam
349	**350**	PFPSECS	jeevarathinam st. communtty hall veerampattinam
350	**351**	PFPSECS	Vasanth Nagar, Opp.Padhmavadi Hospital
351	**352**	PFPSECS	Main Road, Uthiravanipet
352	**353**	Private	Bharathi Library Back Side, Thondamanatham, Pdy
353	**354**	PFPSECS	Perembai Road, Goapalan Kadi, Moolakullam, Puducherry.
354	**355**	PFPSECS	78, Mariamman Koil Street, Thatanchavady, Villanur,.
355	**356**	PFPSECS	Siva Complex, Villianur
356	**357**	PFPSECS	Community Hall, Solai Nagar,Muthialpet
357	**358**	PFPSECS	Amuthasurabi Building, Venkatanagar , Puducherry.
358	**359**	PFPSECS	Municipality Qtr, Vazhakulam, Puducherry.
359	**360**	PFPSECS	Govt.Primary School,Angalamman Nagar, Muthialpet.
360	**361**	PFPSECS	37, Pilliyar Koil street, Vaithikuppam
361	**362**	PFPSECS	5, Kamaraj Street, Muthulingam Pet
362	**363**	PFPSECS	Central Kitchen, Pillaichavadi.
363	**364**	PFPSECS	4th Cross, Amudasurabi Bulding, Venkata Nagar.
364	**365**	PFPSECS	SHANMUGA NAGAR, Karuvadikuppam
365	**366**	PFPSECS	D2, Govt., Qts., Lawspet,
366	**367**	PFPSECS	Edaiyanchavadi Road, Karuvadikuppam
367	**368**	PFPSECS	11th Cross, , Krishnanagar,Lawspet.
368	**369**	PFPSECS	Old Primary School,Navarkulam
369	**370**	PFPSECS	Villianur Main Road, Karikalampakkam, Puducherry
370	**371**	PFPSECS	Tank Street, Vinayagam pet, Sorpet post
371	**372**	PFPSECS	Mariamman Koil Street, Vambupet.,
372	**373**	PFPSECS	T. V. malai Road, Vathanur
373	**374**	PFPSECS	Mariamman koil street, KR Palayam
374	**375**	PFPSECS	Pattaampakkam main road, Madukarai
375	**376**	PFPSECS	Community Hall,Pilliayarkuppam, & Eachankadu, community Kirumampakkam Post,Puducherry
376	**377**	PFPSECS	Old Anganvadi Mariamman Koil Street, Pannirthittu, Puducherry

377	**378**	PFPSECS	Sivan Koil Street, Thiruvandarkoil
378	**379**	PFPSECS	Uthukattu Mariamman Koil Street, Pethuchetipet,Lawspet.
379	**380**	PFPSECS	35,Pillaiyar koil street, Kombakkam
380	**381**	PFPSECS	No.29, Kamaraj Street, VP Singh Nagar, Puducherry.
381	**382**	PFPSECS	Sakthi Nagar Community Hall ,Saram
382	**383**	PFPSECS	32, Reddiyar Street, T.N Pallayam, Thavalakuppam,Puducherry
383	**384**	PFPSECS	Co.op Agri.credit society Aranganoor,
384	**385**	PFPSECS	Sivaji Community Hall, Veerampattinam, Ariyankuppam

ii) Karaikal Region

Sl.No.	FPS.No.	Location
1	1	Nallathur
2	2	Vadakattalai
3	3	Kurumbagaram
4	4	Nedungadu Bazaar
5	5	Nedungadu
6	6	Ponpethy
7	7	Vadamattam Main Road
8	8	8, Main road, Melakasakudy
9	9	Varichikudi Sonia Gandhi Nagar
10	10	Poovam Main Road
11	11	Main road, Kottucherry Medu
12	12	Thiruvettakudi
13	13	Kottucherry Main Road
14	14	Kottucherry Main Road
15	15	Keezhakasakudi
16	16	Mela theru, Kilinjal Medu
17	17	Anjaneyar Koil street, Karaikal Medu
18	18	Thalatheru - Kaliamman koil st,
19	19	Building Society Cm\omples Nehru Nagar
20	20	Kovilpathu (KKL)
21	21	Puliyankottai Salai
22	22	Vallalar Nagar.KKl
23	23	Old Bustand Backside
24	24	Old Bustand Backside
25	25	Old Bustand Backside
26	26	Old Bustand Backside
27	27	Old Bustand Backside
28	28	Kamarajar Nagar, Dramakottagai Street, Karaikal
29	29	Market Committee, Karaikal
30	30	7, Duplex Street, Karaikal
31	31	Thirunallar road, Patchur, Karaikal
32	32	Puduthurai, Karaikal
33	33	NSC Bose Veedhi KKL
34	34	NSC Bose Veedhi KKL
35	35	Old Bustand Backside

36	36	Veerasamy Naicker Street
37	37	Kumsakattalai
38	38	Kumsakattalai
39	39	Veerasamy Naicker Street
40	40	Vellalar Street, Karaikal
41	41	Commune Pan.Build. Thirunallar
42	42	Nalankulathu North Street
43	43	Serumavilangai
44	44	Karukkankudi
45	45	Nallambal
46	46	Periya Kadai St., Ambagarathur
47	47	Periya Kadai St., Ambagarathur
48	48	Nallambal
49	49	Main Road Sethur
50	50	Pandaravadai
51	51	Thennangudi
52	52	70, Mudaliyar Street, Sellur
53	53	Main Road, Surakkudi
54	54	IOB Bank Thirunallar
55	55	Agalankannu
56	56	Main Road, Vizhidiyur
57	57	Main Road, Oozhiyapathu
58	58	47, Nagore Main road, Ammalchathiram, Karaikal
59	59	Karukkalacherry, Karaikal
60	60	Melatheru, Akkaraivattam
61	61	Neravy
62	62	Market Street, Neravy
63	63	Perumal Koil Street, Neravy
64	64	Pattinacherry TRP
65	65	30, Periya Mariyar Street, T.R.Pattinam
66	66	Malayan Street T.R. Pattinam
67	67	Polagam Municipality Building.
68	68	Municipality Building. TRP
69	69	Municipality Building. TRP
70	70	Valluvar Street Nehru Nagar
71	71	Polagam Municipality Building.
72	72	Keezha vanjore
73	73	P K Salai EWS Colony Near Rajivi Gandhi Park (opp)
74	74	Mariyamman koil street, Polagam
75	75	Pettai Thirunallar
76	76	Neravy, Kovilpathu
77	77	Melaodudhurai
78	78	Kaliamman Koil Street Ambagarathur
79	79	Kottucherry Main Road
80	80	Nadugalam Pet, Neravy
81	81	Keezhasubrayapuram
82	82	Sethilal Nagar Community Hall

83	83	Athipadugai, thirunallar
84	84	Manampet Vizhidiyur
85	85	Perumal Koil, Varichikudi
86	86	Main Road, Rayanpalayam
87	87	Old Bustand Backside
88	88	Main road Thenoor
89	89	Muppaithankudi
90	90	Dharmapuram
91	91	Tsunami Kudiyiruppu Karaikal Medu

iii) Mahe region:

Sl.No.	FPS No.	Location
1	1	1K, Kumaran Master(Railway Station) Road.
2	2	Nr. Jumma Masjid, Manjakkal
3	3	Chalakkara
4	4	Chembara
5	5	Nr. Community Hall, West Pallor
6	6	Nr. Subramaniyan Kovil, East Palloor.
7	7	Nr. Wevers co-op society. Koyyottutheru, Palloor.
8	8	Pandakkal Junction.

iv) Yanam region:

Sl.No	FPS No.	Location	Sl. No	FPS No.	Location
1	1	Thyagaraya Street	12	12	Guiriyampeta
2	2	Panchala Street	13	13	Dommetipeta
3	3	Flood Bank Road	14	14	Agraharam
4	4	Jammu Badava,	15	15	Ukv Nagar
5	5	Ramabai Nagar	16	16	Gopalnagar
6	6	Kursampeta	17	17	Ayyanna Nagar
7	7	Farampet	18	18	Savitri Nagar
8	8	Dariyalatippa	19	19	Dariyala TippaNew Colony
9	9	Siddhardha Nagar	20	20	Ramanna Kodu
10	10	Ambedkarnagar	21	21	Fishermen Peta Kanakala Peta
11	11	Govt Primaryschool, Venkat Nagar	22	22	Gmcb Nagar

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