

**Selection of a System Integrator for Providing an e-POS System on Hiring Basis to
Implement an Aadhaar-Enabled Public Distribution System
in NCT of Delhi**

**DEPARTMENT OF FOOD, SUPPLIES & CONSUMER AFFAIRS
K-BLOCK, VIKAS BHAWAN, I.P. ESTATE, NEW DELHI-110002.**

Important Details along with Timeline

1	Name of the Bid	SELECTION OF A SYSTEM INTEGRATOR FOR PROVIDING E-POS SYSTEM ON HIRING BASIS IN ORDER TO IMPLEMENT AADHAAR ENABLED PUBLIC DISTRIBUTION SYSTEM IN NCT OF DELHI
2	Method of selection	Two-Stage Selection Process: • Technical Evaluation (minimum 70% score); • Financial Evaluation – L1 among technically qualified bidders.
3	Earnest Money Deposit (EMD)	Rs. 60 Lakh (Rs. Sixty Lakh Only)
4	Financial Bid to be submitted together with Technical Bid	Yes
5	Name of the official for addressing queries and clarifications	Addl. Chief Secretary-cum-Commissioner(F&S) Department of Food, Supplies & Consumer Affairs K-Block, Vikas Bhawan, I.P. Estate, New Delhi-110002. E-mail: cfood@nic.in
6	Bid Validity Period	120 days
7	Bid Language	English
8	Bid Currency	INR
9	Performance Bank Guarantee / Performance Security	3% of the contract value of work
10	Bid start Date & Time	23-02-2026 at 06:15 PM
11	Pre-bid meeting	03-03-2026 at 11:30 AM
12	Last date of receiving queries	02-03-2026 by 11:30 AM
13	Bid end Date & Time	16-03-2026 at 03:00 PM
14	Opening of Technical Bid	16-03-2026 at 04:00 PM
15	Opening of Financial Bid	To be communicated later

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1. PREAMBLE

The Department of Food, Supplies & Consumer Affairs manages end-to-end affairs of supply of food grains to 72,77,995 beneficiaries of NCT of Delhi. The Department has implemented full automation at the FPS level by introducing ePoS System at each FPS. The Department further intends to invite tender for installation and maintenance of ePoS devices along with IRIS devices and electronic weighing Systems in all 2000 (approx.) FPS shops on hiring basis in Delhi, for a period of 05 (five) year, extendable upto another one year.

Accordingly, the Department of Food, Supplies & Consumer Affairs, GNCTD invites Online bids for the 'Selection of a System Integrator for providing e-PoS System on hiring basis in order to implement Aadhaar Enabled Public Distribution System in NCT of Delhi' for a period of Five years, which may be further extended upto another period of one year on similar terms and conditions, subject to satisfactory performance of the successful bidder.

2. SCOPE OF WORK & RESPONSIBILITIES OF THE BIDDER

The selected System Integrator/bidder shall be responsible for:

- a) Supply, Installation, Commissioning and maintenance of brand new set of e-PoS system. i.e., e-PoS device, weighing scale and external IRIS Scanner, as per specification of each item as provided in this bid document.
- b) E-Point of Sale device (e-PoS) must be fitted with 02 functional SIM cards, stylus pen, inbuilt Fingerprint device, adaptor and a robust carry case for it.
- c) Providing Geo tagging and location tracking of e-POS devices.
- d) Providing Paper rolls for print outs of transaction slips from e-POS device, during entire period of Agreement.
- e) Making provision of sending SMS messages to the SFA beneficiary along with the printing slips during distribution process of SFA. SMS Messages are to be sent only at the time of receipt of SFA by the beneficiaries. Total count of SMS Messages in a month is likely to be less than 18 Lakh approx. All necessary arrangements for the said services are to be done by the bidder only.
- f) Providing External Antennas for ePOS devices, to be used in locations with poor connectivity.
- g) Providing External IRIS Scanner (as an alternate authentication route in cases where fingerprint authentication fails).
- h) Providing Electronic weighing System.
- i) Maintenance of e-PoS System during the period of contract.
- j) Training the users, providing helpdesk support and technical support, as and when required.
- k) Providing customized MIS as per requirement laid down by the Department from time to time. Any other related work, as per the requirement of the Department.

AREA OF WORK

4. The project will be implemented at all FPS, approx. 2000 in number, located across NCT of Delhi.

NUMBER OF E-POS SYSTEM

- a) One e-PoS system shall be installed at one FPS. However, the successful bidder will have to maintain a stock of 5% of all devices as spare at Districts with the ACs concerned, in working condition at all times.
- b) Besides above, the number of e-PoS system, to be provided, may vary (increase or decrease) by 25%, as per the actual requirement of the Department

DURATION OF ENGAGEMENT OF BIDDER

- a) The successful bidder shall be engaged for a period of 05 years from the date of signing of Agreement. This period may be further extended upto one year on similar terms and conditions, subject to satisfactory performance of the bidder.

EXCEPTION MANAGEMENT PROCESS:

- a) The successful bidder in co-ordination with NIC shall be capturing exception-handling mechanism indicated by the Department for user authentication and backup identity authentication mechanism when Aadhaar-based authentication fails. Aadhaar based Authentication failures could occur due to process failures, infrastructure failures, biometric failures etc.
- b) The authentication will be done either through finger biometrics or IRIS scanner as per the requirement.

ePoS DEVICE (IN FPS) LOADED WITH CLIENT SOFTWARE

- a) The Department shall provide the successful bidder a software for uploading in the ePoS device.
- b) Each device will have a unique device ID which will be mapped to an FPS in the ePoS Transaction database.

COMPLIANCES

- a) The successful bidder shall ensure that the ePoS devices and its components and related application software functionalities, and any other component, equipment, peripherals involved in implementation solution and during the entire contract period meet the latest STQC/UIDAI/DoFPD/Delhi Govt. guidelines and shall comply with all relevant laws including the Aadhaar Act, 2016 and IT Act, 2000, including any amendments therein.
- b) In case of payment module, they should meet the latest standards/guidelines brought out by RBI, Indian Banks' Association, National Payments Corporation of India, Institute for Development and Research in Banking Technology, or other Government authorities (if any) and should continue to comply with any amendments/changes made to these standards by the above-referred authorities, without any additional cost to the Department.
- c) All deployed devices shall be IPv6 compliant. The successful bidder shall have to provide a certificate of compliance from OEM.
- d) The device must be capable of collecting relevant information from Aadhaar holders,

preparing authentication data packets (PID block), performing hygiene checks on data packets if required, transmitting data packets, and receiving authentication results along with instructions if any. Collection of Aadhaar information by the authentication devices shall be carried out in compliance with UIDAI specifications.

- e) Authentication devices must be deployed such that they cannot retain Aadhaar holders' PID collected for authentication during a transaction.
- f) SI is prohibited from storing any PID (personal identification data) in their database or any storage device of any nature whatsoever including Authentication Device or any System, device or instrument of any kind whatsoever, removable storage devices or in physical form, at any point of time.
- g) The bidder shall adhere to the Digital Personal Data Protection (DPDP) Act, 2023 and Cyber Security Compliance as per the Government guidelines issued from time to time.

TRAINING

- a) The successful bidder shall give training to the Departmental Officers/Officials and FPS dealers as and when directed by the Department.
- b) The training will include basics of the devices, key functionalities, and features, usage guidelines, operation of the System for distribution of ration, safety measures etc.
- c) The successful bidder shall also provide a user manual and training videos, explaining the broad features of ePoS system.

HELPDESK

- a) The successful bidder shall have to setup and operationalise a central Helpdesk for redressal of complaints regarding ePoS system, software, service-related issues, etc from the FPS dealer/FSO/FSI/Department. The complaint may closely be related with
 - i. Non-functioning of the ePoS system, defect in device, device functioning not as per desired standards, poor-response time, non-functioning of device peripherals/accessories/components like charger, fingerprint scanner/IRIS scanner, printer etc. and all kinds of device- related issues.
 - ii. Non-functioning of ePoS application in any manner including poor response time of the device application/biometric/IRIS sensor, and other application-related issues.
 - iii. Compatibility issues with the NIC software and (or) ePDS servers and (or) Aadhaar/UID authentication server.
 - iv. Any other ePoS system related issues.
- b) The successful bidder will depute a Nodal officer for resolution of complaints registered in the Central Helpdesk application.
- c) Operational space for the Helpdesk shall not be provided by Department. All other consumables, capital expenditure including hardware/software, and operational expenditure shall be borne by the bidder.
- d) The successful bidder shall have to set up the Helpdesk at Delhi/Noida/Gurugram/Faridabad/Ghaziabad with atleast two fixed landline telephone and

- separate email ID to manage and maintain the entire project work.
- e) The successful bidder shall use their Helpdesk number to enhance it in some parallel lines the number of which may be decided during the implementation phase.
 - f) 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.
 - g) The SLA monitoring tool shall auto calculate the monthly due payment after calculating Liquidated Damages for non-functional ePoS system for every month as per tender conditions and there must be a provision of verifying the same from concerned FSO/FSI Department of Food, Supplies and Consumer Affairs, Govt. of NCT of Delhi.
 - h) The successful bidder will have to customize this software/MIS as per the requirements of the Department from time to time.

OPERATION & MAINTENANCE

- a) The Bidder has the responsibility of maintenance of ePoS system by deploying the well-trained technical resources in the office of Assistant Commissioner. The number of such person may be decided by the successful bidder.
- b) The bidder will have to depute one Project Manager, having MBA degree and two Technical Officers having B.Tech degree for entire Project Management. This is in addition to the technical manpower which the bidder will have to deploy for attending various service-related issues. The bidder must provide their detail in Annexure-II at the time of submission of bid. The bidder cannot change them during the entire project period. The bidder shall be allowed to change them only with the prior approval of the Department, if need be.
- c) The Bidder shall have to maintain the ePoS system during all seven days and within working hours of the FPS shop.
- d) The successful bidder shall be required to replace/fix faulty ePoS as per the SLA/ tender conditions.
- e) The successful bidder shall provide operation and maintenance manuals, complete technical documentation of hardware, firmware, all sub-systems, operating systems and other software to the Department.
- f) The vendor should be able to display a report of the System and its firmware. All the software releases shall be pre-approved by the department/NIC before being updated into ePoS Systems remotely.
- g) The physical security of the ePOS system will be the sole responsibility of the FPSs dealers after handing over the System to him/her in working conditions. Any device damaged due to intentional or careless behaviour shall be repaired by the successful bidder on actual cost basis. The AC of concerned District shall decide whether the damage is due to careless/ intentional behaviour or not. If it is found to be intentional, the cost of maintenance shall be recovered from the FPS on actual cost of the damage component and shall be given to the successful bidder.
- h) The successful bidder will provide all support to patch and update the system software, APIs, SDK and provide onsite technical manpower support in using SDK and APIs for access and usage of Department /NIC applications residing in the server.

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 without any extra cost.

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.

Data Protection and Privacy Compliance

- a) The Department shall act as the Data Fiduciary and the System Integrator shall act as a Data Processor under the DPDP Act, 2023.
- b) The System Integrator shall process personal data strictly in accordance with written instructions of the Department and shall not use such data for any purpose other than performance of this contract.
- c) No personal data shall be transferred or processed outside the territory of India.
- d) The System Integrator shall implement encryption standards of minimum AES-256 for data at rest and TLS 1.3 or above for data in transit.
- e) Any personal data breach shall be reported to the Department within six (06) hours of detection.
- f) The System Integrator shall maintain transaction and authentication logs for a minimum period of 180 days.
- g) Annual VAPT audit by CERT-In empanelled auditor shall be mandatory during the contract period.
- h) Upon termination or expiry of contract, all personal data shall be returned to the Department and securely deleted with certification.

TECHNICAL SPECIFICATIONS OF DEVICES

- a) The devices are required to be compliant with the technical specifications, including formatting, security and validations laid down in the bid. Biometric record should not be padded. Also, it is preferable to keep the data size small instead of padding it to fixed size.
- b) OS Compatibility: E-POS device should be compatible with any operating system with Graphic User Interface with Linux Kernel, Android 13.0 or higher, Java Virtual System or equivalent support and should be accompanied by software development kit for third party application development.

The e-POS device shall operate on Android 13 or above (GMS-free secure enterprise version without consumer-grade services)) OR Linux-based embedded OS. Windows-based systems shall not be permitted. The OS shall support secure remote device management and signed OTA updates. The OS shall support secure remote device management and signed OTA updates.

SPECIFICATIONS OF ELECTRONIC POINT OF SALE (EPOS) DEVICE

S.No.	Description	Minimum Specifications
1.	Processor	High performance secured minimum Quad core Processor with speed of 2 GHZ or higher, capable of performing at least 15 transactions per minute in laboratory environment. a. Perform Biometric/Aadhar based/Face Authentication of the PDS beneficiary with UIDAI server. b. Generate Encrypted pay load for maximal Sales data. c. Transmit the Encrypted transaction sales data to PDS server. (Remove the locally stored sales data only after getting acknowledgement from the server). d. Processor should be capable enough of performing FINGERPRINT authentication with AUA/ASA/UIDAI server. Should support latest encryption algorithm.
2.	OS Memory	Latest Linux stable OS/Android 13 or above/ or latest a. 4 GB or higher RAM (for Linux) and 4 GB or higher RAM (for Android). b. 64 GB or higher In-built Storage (Flash Memory) for Linux, & 64 GB or higher In-built Storage (Flash Memory) for Android.
3.	Expansion Slot	Micro SD slot should be able to support up-to 32 GB.
4.	Communication	Should support GSM network, LTE or above, Wi-Fi and Bluetooth. Device should support GPS features. It should be secured protocol.
5.	Interface	USB 2.0 or higher At least one free USB port shall be available after setting up the entire solution including peripheral devices like IRIS Scanner and Weighing Scale.
6.	Display	5.5 inch or higher colour TFT Display supporting QVGA (1280x720) or better resolution and 64K or higher colors resolution.
7.	Key Pad	Physical/Touch/ Hybrid Keypad with alphanumeric keys, navigation keys, keys size should be large enough for navigation.
8.	Battery	Swappable & Dry/Rechargeable, Li-ion or Li-Polymer battery capable of providing minimum 12 hours of operation while all function of device active .e. battery capacity of minimum 2600 mAH (Minimum 18.72 Wh for Linux) and minimum 3250 mAH (Minimum 23.40 Wh for Android).

9.	Power Adapter	Power Adapter with surge protection and operating range 100 to 240V, 50Hz. AC input.
10 (a).	SIM & SAM slot	Dual GSM SIM slot supports 3G, 4G, LTE or above and Minimum One SAM slots for software up-gradation in device.
10 (b).	Redundancy in SIM card	The bidder will have to fit the device with two functional SIM cards from two different service providers.
11.	Printer	Integrated 2" Thermal Printer or higher.
12.	Audio	Good quality Speaker with 1W or higher output for announcements.
13.	Finger print Scanner	UIDAI-STQC Certified L1 biometric device used in Aadhaar authentication ecosystem.
14.	IRIS Scanner (External)	UIDAI-STQC Certified L1 or above IRIS device used in Aadhaar authentication ecosystem.
15.	Support to connect Weighing Scale	Availability of connectivity feature of electronic weighing scale through USB, Bluetooth (with minimum 20 ft. which should match range of C1, C2, C3 of weighing scale).
16.	Status Indications	Status indicator to provide ease of use, indicators for connectivity (presence/absence), signal strength, battery status etc.
17.	Other Accessories	Durable carry Case, User Manual (in Hindi and English).
18.	SDK	Appropriate SDK needs to be provided along with the devices with necessary technical support. Source code review of particular version of SDK should be done.
19.	Terminal Management	Device should be remotely manageable in secured mode. OS patches, applications software patches and new software releases shall update into POS machines remotely using push method. TMS should be hosted in India & shall have VAPT testing from Cert-in Certified Agencies/STQC in accordance with MeitY approved guidelines. SI shall, if required host TMS at NIC/SDC of Respective states.
20.	Environment, Health & Safety Device should be remotely manageable in secured mode Durability, Humidity, EMI/EMC Compliance.	It should be BIS safety standard IS 132-52 compliant.

21.	Device form Factor	The device should be portable and handy.
22.	Warranty	Warranty support should be onsite for a period of 05 years and devices/spare parts should be replaceable.
23.	Camera	13 MP or above camera and camera specification as per UIDAI-STQC device specifications for face authentication device specifications and RD Service guidelines. The camera should be integrated with the device.
24.	Make in India	The devices should be manufactured in India as per GOI's ATMANIRBHAR BHARAT Program and in accordance Make-in-India (MII) local supplier certificate (as per order No. P-45021/2/2017-PP (BE-II) by DPIIT, Ministry of Commerce and Industry, GOI.

Specification of Electronic Weighing System

Parameter/Feature	Specifications Requirements
Approvals required	Legal Metrology Department approval of Latest model Rules.
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by Legal Metrology authorities.
Class	Class III & as per industry up gradation
Certifications	ISO certifications for offered Weighing Systems
Capacity	Capacity of 100 Kilograms; e (Readability/interval) =10 Grams; and Class III, with stainless steel platform of size 50 X 50 Centimeters.
Battery Backup	Minimum 8-10 hours or better
TARE Limit	Auto TARE limit selectable while System is switched on
Interfaces	USB, Provision for wireless technology, Bluetooth as well as RS-232C interfaces provision to connect to POS or computer or other devices.
Features required	• Device should be able to send a unique log to POS System/server in the event of an attempt to tamper it. • Sealing Provision as per Model Approval of GOI or State government instructions. • The device should have suitable features to prevent tampering. • The scale design should be Micro controller or processor based. • The Scale should be supplied with bright LED or VFD The scale should be rugged to use in noisy and dusty environment. • Auto Calibration should be linked with jumper on the inside PCB. • Display for customers. • Model, Accuracy, Maximum Capacity, Minimum capacity,

	Class, structure should be as per Model Approval
Load Cell & Overload Protection	Load Cell & Overload Protection: Single ended shear beam shall withstand the loading conditions suitable for FPS. The System should bear the impact loading.
Renewal of License and stamping	The successful bidder/SI is responsible for yearly renewal of license and stamping of weighing Systems issued by Legal Metrology Department during contract period.

Specification of Fingerprint Device

Parameter/ Feature	Specifications Requirements
Image Resolution	500 DPI scanner or higher
Supported operating System	Linux & Android (non-rooted device)
Certification	UIDAI and STQC Certified single finger capture auth with Level 'I' Compliance
Standards	IP 54 rated or above
Application compatibility	Should be compatible with the Department's application and with the AADHAR. The Supplier should provide a Demo with a sample piece as part of the technical evaluation
Interface	standard USB connectivity for PC based application
Accessories	With required necessary cables, driver s/w and SDK with licenses, if any required.
RD	Required Aadhaar RD licenses with version 2.0 or above, as per GoI/UIDAI Guidelines, for the contract period.

Specification of IRIS Device

Parameter/Feature	Specifications Requirement
Capture Mode	Auto capture.
Capture Distance	Capture Distance : ≥ 15 cm from the image Sensor (Optimal distance ≥ 15 cm (2 inches), Focal depth = 6 mm(0.2 inch)
Image Format	ISO Standard 19794-6 (2005 & 2011), (640 x 480 Pixels, 8 bit Grayscale), full support of K1, K2, K3, K7
Sensor Resolution	VGA
Power	Single USB Bus Powered
Illumination	Infrared LED
Usage	Indoor & Outdoor
Resolution	Spatial : $\geq 50\%$ @ 1.0 Lp/mm, Pixel : ≥ 10 Pixels/mm
Connectivity	USB 2.0 and above.
Certification	UIDAI-STQC Certified L1 compliant device.
Supporting OS	Linux, & Android
Application	Should be compatible with the Department's application and

compatibility	with the AADHAAR Identification Process. The Supplier should provide a Demo with a sample piece as part of the technical evaluation.
Accessories	With required necessary cables and driver CDs and required softwares, drivers & SDK for integrating with department's applications.
RD	Required Aadhaar RD licenses with version 2.0 for the contract period.

Note: All above specifications are minimum indicative specifications only. Higher or better specifications of e-POS, Electronic Weighing System, Fingerprint and IRIS Device shall also be considered.

3. PRE-QUALIFICATION CRITERIA

The bidder must possess the following requisite pre qualifications:

S.No.	Pre-Qualification Criteria	Required Documents
1.	The bidder must be a Proprietorship Firm or a company registered under Indian Companies Act, 2013 or a Partnership Firm registered under Indian Partnership Act, 1932 or a Limited Liability Partnership Firm under Limited Liability Partnership Firm Act 2008.	Copy of Certificate of Registration / Incorporation.
2.	The Bidder should be a Manufacturer of PoS (Point of Sale) Devices or should be an authorized associate of OEM.	Any document including MAF (Manufacturer Authorization for Form) establishing the authorized association of OEM (Original Equipment Manufacturer) and the Bidder.
3.	Bidder should have minimum average financial turnover of Rs. 12 crore from the same or comparable services involving installation, commissioning and maintenance of e-pos system during last 03 Financial Year i.e. 2022-23, 2023-24 and 2024-25.	Certificate from the Chartered Accountant clearly stating the turnover and Net-Worth (As per Annexure-III)
4.	The bidder should have positive net worth on the date of submission of bid, and the net worth should not have eroded more than 30% in last 3 years.	Certificate from the Chartered Accountant clearly stating the Net-Worth (As per Annexure-III)
	The Bidder should have (1) Completed one such project involving installation, commissioning and maintenance of e-pos system or comparable	

5.	services with minimum order value of Rs. 24 Cr OR (2) Completed two such projects involving installation, commissioning and maintenance of e-pos system or comparable services each with minimum order value of Rs. 15 Cr. OR 3) Completed three such projects involving installation, commissioning and maintenance of e-pos system or comparable services each with minimum order value of Rs. 12 Cr. The projects must be of Central Govt. / State Govt. /PSU and be related to same or comparable service involving installation, commissioning and maintenance of e-pos system during last 5 financial years (F.Y. 2020-21, 2021-22, 2022-23, 2023-24 & 2024-25). Bidders participating in the bid on the basis of OEM, may submit the work experience of the OEM for this purpose.	Copy of Work Order & Work Completion Certificate signed by a Competent Authority. (As per Annexure-IV)
6.	The Bidder or its associate OEM should not have been Blacklisted or debarred by any Central/State Government Organization or Department in India due to poor performance at the time of submission of the bid.	Declaration by the Bidder (As per Annexure V)
7.	The Bidder should have Income Tax returns for the three years (F.Y. 2022-23, 2023-24 & 2024-25) and the Bidder (not individual) should have a PAN Card and GST Registration.	Provide documentary proof of Income Tax returns, copy of PAN card & copy of GST Registration number.
8.	Bidder should have the following certification: For Bidder: ISO 9001:2008 or latest. For OEM: ISO 9001:2008 & ISO 14001 or latest.	Copy of the valid certificate
9.	The Bidder should have or will have to establish atleast one service center in Delhi/Noida/Gurugram/Faridabad/ Ghaziabad.	Any valid document as proof or an undertaking that they will establish a service center at Delhi/Noida/Gurugram/Faridabad/ Ghaziabad within 2 weeks from the date of signing of Agreement.

10	Additional Documents to be submitted as part of PQ criteria.	1. VAPT certification as per serial no. 19 of specifications of electronic point of sale (epos) device. 2. Make-in-India Certification as per serial no. 24 of specifications of electronic point of sale (epos) device. Note : Bidder is supposed to submit MII certificate/documents in proper format in compliance of Order No. P-45021/2/2017-PP (BE-II) by DPIIT, Ministry of Commerce and Industries, GOI regarding Make-in-India (MII) certification. In case of procurement value in excess of Rs.10 Cr., the certificate is required to be provided by the bidder from statutory auditor or Cost Auditor (in case of company) or from a practicing Cost Accountant or Practicing Chartered Accountant (in case of entities other than companies).
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Note: Pre-Qualification Conditions are mandatory for all participating prospective bidders. There is no exemption available to MSME and Start-Ups.

TECHNICAL EVALUATION

Only those bidders who qualifies the PQ criteria above, shall be technically evaluated on the basis of marks, as detailed below-

S.No	Description (Part-A)	Evaluation Criteria	Criteria wise Marks	Max. Marks	Documents to be submitted separately along with bid
1	Annual average turnover of Bidder in last 3 financial years (2022-23, 2023-24, 2024-25)	Upto Rs. 12 crore	05	10	(Document: - Certificate from the Chartered Accountant clearly stating the turnover)
		Rs. 12 crore to 18 crore	08		
		> Rs. 18 crore	10		
2	Value of Same or comparable work involving installation, commissioning and maintenance of e-pos system during last three years in Govt./Public	Projects of value upto Rs. 24 Crore	5	15	(Document: - Copy of Work Order/Work Completion Certificate signed by a Competent
		Projects of value upto Rs. 48 crore	10		

	sector/PSU in India	Projects of value above Rs. 48 crore	15		Authority)
3.	Number of Same or comparable work of value Rs. 2.4 crore or above involving installation, commissioning and maintenance of e-pos system during last three years in Govt./Public sector/PSU in India	Number of same or comparable works 05	5	15	(Document: - Copy of Work Order/Work Completion Certificate signed by a Competent Authority)
		Number of same or comparable works 10	10		
		Number of same or comparable work more than 10	15		
4	Number of e-Pos machines installed, commissioned and maintained in Govt./Public sector/PSU projects during last three years	Upto 2,000 devices	05	15	(Document: - Copy of Work Completion Certificate signed by a Competent Authority, clearly stating the number of e-PoS machines)
		Upto 4,000 device	10		
		More than 4,000 device	15		
5	Number of e-Pos system i.e e-PoS device, electronic weighing scale and external IRIS device installed, commissioned and maintained in Govt./Public sector/PSU projects during last three years	Upto 2,000 system	05	15	(Document: - Copy of Work Completion Certificate signed by a Competent Authority, clearly stating the number of e-PoS system)
		Upto 4,000 system	10		
		More than 4,000 system	15		
6	No. of Technical Manpower, holding degree of B-Tech/BE/MCA or equivalent degree, and on the payroll of the bidder continuously since last six months from the date of submission of bid.	Upto 15	5	10	(Document: - Resume of each such employee along with salaries being paid. All the pages containing this information must be signed by bidder/authorized representative)
		Upto 30	8		
		Above 30	10		

7	(Part-B) Technical Presentation	• Program Understanding • Solution Understanding • Technology & functional understanding • Approach towards Field Issue Management and Connectivity needs • Content Preparation Methodologies • Project Planning & Execution Capability • Team Deployment Methodology • e-POS software Technical Demonstration • Self-assessment of technical score for this bid, as detailed in Part A above.	20	20	
				Total	100

- The Evaluation Committee on the basis of the presentation and technical evaluation shall allot Technical Scores out of total technical score of 100 marks.
- The minimum qualifying technical score for consideration to open the Financial Bids shall be 70%.
- The bidders getting this score shall be declared technically qualified and his/her financial bid shall be opened.

4. LANGUAGE OF THE TENDER

The Tender prepared by the bidder as well as all correspondences and documents relating to the

Tender shall be in English language only. If the supporting documents are in a language other than English, the notarized translated English version of the documents should also be enclosed. Tender received without such translation copy will be rejected.

5. AVAILABILITY OF TENDER DOCUMENT

The tender documents can be downloaded from e-Procurement Portal free of cost.

6. PRE-BID MEETING

- a. There will be a pre-bid meeting on 03-03-2026 at 11:30 AM in the Office of The Addl. Chief Secretary-cum-Commissioner, Food Supplies & Consumer Affairs, 1st Floor, K-Block, Vikas Bhawan, Delhi-110002, during which the prospective bidders can get clarification about the tender. The bidders shall send their queries in writing if any so as to reach the Department at least two days prior to the pre-bid meeting date.
- b. All prospective bidders are advised to seek clarification in writing, as above, about any of the provisions of this bid document, so as to understand the bid properly and participate accordingly.

7. CLARIFICATION ON THE TENDER DOCUMENT

Any discrepancies, omissions, ambiguities or conflicts in the tender document or any doubts as to their meaning and any request for clarification may be sent in writing to the Office of Addl. Chief Secretary-cum-Commissioner, Food Supplies & Consumer Affairs, 1st Floor, K-Block, Vikas Bhawan, Delhi-110002 or through e-mail to cfood@nic.in as per Annexure-VII on or before 02-02-2026 by 11.30 am and corrigendum, if any shall be uploaded on portal accordingly.

8. AMENDMENT OF TENDER DOCUMENT

The Department whether on its own initiative or as a result of a query, suggestion or comment of an Applicant or a Respondent, may modify the tender document by issuing an addendum or a corrigendum at any time before the opening of the tender. Any such addendum or corrigendum will be uploaded on tender portal and the same will be binding on all Applicants or Respondents or Bidders, as the case may be. The bidder will get min. 7 days of time to submit bid after this amendment.

9. AUTHORISATION OF THE BIDDER

The Tender should be signed by the person who is authorized for the same by the bidder or by the person who is duly authorized for the same by the bidder.

10. SUBMISSION OF TENDER IN TWO COVER SYSTEM

- a. Every page of the terms and conditions of the tender document should be signed & stamped and enclosed with the tender, in token of having accepted the tender conditions,

- failing which the tender will be rejected summarily.
- b. e-Tender should be submitted in two parts;
 - i. Part I will cover technical bid and
 - ii. Part II will cover price bid
 - c. e-Bidders should ensure submission of all documents of Part-I and Part II as per the Check list given in Annexure-X.
 - d. A tender once submitted shall not be permitted to be altered or amended.

11. EARNEST MONEY DEPOSIT

- a) The tenderer shall furnish, as part of its Bid, an EMD to the tune of Rs. 60 Lakh/-(Rupees sixty Lakh Only) in form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank guarantee from any of the Commercial Banks, in favour of The Addl. Chief Secretary-cum-Commissioner, Food, Supplies & Consumer Affairs Department, payable at Delhi. The scanned copy of instrument of EMD must be enclosed along with the Bid and Original instrument must be submitted in the The Addl. Chief Secretary-cum-Commissioner, Food, Supplies & Consumer Affairs Department, K-Block, Vikas Bhawan, I.P. Estate, New Delhi-110002 before opening of Technical Bid. Tender without Earnest Money in the prescribed form, will not be accepted.
- b) Any Bid not secured in accordance with above shall be treated as non-responsive and shall be rejected.
- c) Unsuccessful Bidder's EMD will be returned within 30 days after conclusion or discharge of the tender.
- d) No interest will be paid on the Earnest Money Deposit.
- e) The Successful Bidder's Bid EMD will be refunded once the successful Bidder deposits the Performance Bank Guarantee, if applicable.
- f) The EMD may be forfeited:
 - If Bidder (a) withdraws its Bid during the period of Bid validity specified by the Bidder on the bid form: or (b) modifies its Bid price during the period of Bid validity specified by the Bidder on the form. (c) In case of a Successful Bidder, if the Bidder fails to sign the Agreement.

12. VALIDITY

The rate quoted in the Tender should be valid for the acceptance for a minimum period of 120 days from the date of opening of the Tender. Escalation in the rates will not be entertained under any circumstances.

13. OPENING AND EVALUATION OF THE TENDER

- (a) The tenders received up to 3.00 PM on 16-03-2026 will be taken up for opening. Tenders received after specified date and time will not be accepted. The Tender will be opened at 4.00 PM on the same day in the presence of the available Bidders/ representatives of the Bidders who choose to be present. The Bidders or their authorized agents are allowed to be present at the time of opening of the tenders.
- (b) If the date fixed for opening of the tender happens to be a Government holiday, the tenders will be opened at 4.00 PM on the next working day.

- (c) The Technical bid will be evaluated by the Committee of the Department in terms of the qualification criteria. The Committee reserves the right to disqualify any of the tender in case the Committee is not satisfied with the documents furnished, including the past performances.
- (d) Any adverse/not satisfactory remarks on the performance from the clients of previous works may entail disqualification of the tender and non-opening of price bids.
- (e) The bidders declared as technically qualified, will be informed accordingly and the price bid will be opened thereafter in their presence.

14. PRICE OFFER

- (a) The Price bid should be quoted separately.
- (b) The price bid should be prepared as per Annexure-IX.
- (c) The rate quoted by the bidder shall be kept firm for a period specified in the Tender from the date of opening of the tender.
- (d) The quoted rates shall remain firm for the first three (03) years of the contract. From the fourth year onwards, escalation may be permitted by the Department up to a maximum of 5% per annum linked to the actual Wholesale Price Index (WPI).
- (e) Escalation of rate will not be permitted during the said periods or during any period while providing services whether extended or not for reasons other than increase of taxes payable to the Governments in India within the stipulated period.
- (f) The price should be clearly mentioned both in figures and words.
- (g) In case of discrepancy between the prices quoted in words and figures, lower of the two shall be considered.
- (h) Price bid should not contain any commercial conditions. Variation in the commercial terms and conditions of the tender will not be accepted.

15. EVALUATION OF THE PRICE

- a) The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives, if any.
- b) The bidder who has quoted the lowest rate including applicable taxes will be adjudged successful.
- c) In case two or more bids are of the same value, then the bidder with highest technical score shall be selected as L1. If the Technical Score is also the same, then the bidder with highest Annual Turnover to be selected as L1.
- d) The bid price shall be in Indian Rupees.
- e) Any conditional bid would be rejected.
- f) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail.
- g) Department reserves the right to reject all/any part of the tender without assigning any reason whatsoever and decision of the Food supply & Consumer Affairs Department, in this regard shall be final and binding.

16. AWARD OF CONTRACT

- (a) The entire contract for service will be given only to the L1 bidder.

17. PERFORMANCE SECURITY DEPOSIT

- (a) On receipt of the Letter of Acceptance from the Department, the successful bidder should remit a Security Deposit (SD) of 3% of the contract value of work within 07 (Seven) working days from the date of receipt of letter of acceptance in the form of an Irrevocable Bank Guarantee of any Indian Nationalized/Scheduled Commercial Bank with a validity period of 6 months beyond the date of end of contract.
- (b) Security Deposit amount remitted will not earn any interest.
- (c) Upon the complete fulfilment of contract by the successful bidder, to the satisfaction of the Department, the performance security deposit furnished by the bidder will be released after recovery of dues, if any.
- (d) In case of any default on the part of successful bidder/ non satisfactory performance, performance security shall be liable to be forfeited.

18. AGREEMENT

The successful bidder should execute an agreement as may be drawn up to suit the conditions on a non-judicial stamp paper of value, as prescribed in law on the date of remittance of Security Deposit and shall pay for all stamps and legal expenses incidental thereto. In the event of failure to execute the agreement, within the time prescribed, the SD amount remitted by the bidder will be forfeited besides cancellation of the Tender.

19. ISSUE OF WORK ORDER

After payment of Security Deposit and successful execution of the agreement, work order will be issued by the Department.

20. PAYMENT TERMS

- a. No advance is permissible.
- b. The System Integrator shall be paid fixed monthly revenue quoted by the SI per Fair Price Shop serviced during the month.
- c. Invoice will be generated on monthly basis. The SI will be paid on the basis of month wise invoice and on satisfactory performance as per the condition of the RFP.
- d. If service is not provided for the entire month for what so ever reason, payment shall be made on pro rata basis for number of days for which service was provided.
- e. Efforts shall be made to make payment possibly within fifteen days of receiving communication from the SI by Department of FS&CA.
- f. The department will calculate the monthly fee for that month as well as any deductions arising out of Liquidated Damages being levied on the SI.
- g. The SI would raise a State wise monthly invoice and submit to the office of Commissioner Food, Supplies and Consumer Affairs Department.
- h. The SI shall deploy a SLA monitoring tool to calculate Liquidated Damages. The FS&CA

will make payment to System Integrator after adjustments against the Liquidated Damages levied with respect to the SLAs.

- i. SLA adherence reports have to be generated by the concerned System Integrator and the same shall be submitted to the FS&CA. This would be used for monitoring of SLA and calculation of Liquidated Damages (if any), client shall verify the SLA performance reports and Liquidated Damages.
- j. Any amendments in the rate of indirect taxes duly issued or directed by the Government, shall be applicable on this Contract w.e.f. the date of issuance of the said direction and the bills shall be settled accordingly.

21. TIMELINES AND LIQUIDATED DAMAGES

Followings are the timelines, fixed for the completion of various phases of installation and commissioning of e-PoS systems:

S. No.	Task	Completion date
1	Furnishing of Performance Bank Guarantee	T-1 day
2	Signing of Agreement with Successful Bidder	T
3	Establishment of service center in Delhi/Noida/Gurugram/Faridabad/Ghaziabad (If the successful bidder does not already have one)	T+2 weeks
4	User Acceptance for POS Client Software and delivery of ready-to-operate e-PoS system to F&S Department, HQ.	T+2 weeks
5	User acceptance for Help Desk software application	T+2 weeks
6	Training to Department officials as per Training Plan.	T+3 weeks
7	Establishment of Help Desk in Delhi	T+3 weeks
8	Placement of spare devices at District office of F& S Department.	T+4 weeks
9	FPS Training	T+4 weeks
10	Installation at respective FPS & Devices commissioning Report	T+5 weeks
11	Go-Live for Implementation	T+6 weeks
12	Post Go-Live, Experience Sharing & Lessons Learnt Workshop	T+8 weeks

The bidder shall comply with the following Service Level Agreements (SLAs) provided in the below table during the period of the project. Working hours with reference to the SLAs mean the working hours of FPS. The current working hours of

FPS in Delhi State are 09:00 AM to 07:00 PM.

Service	Specification	Timeframe	Liquidated Damages
Installation and commissioning	The ready-to-operate and fully functional set of devices have to be installed and commissioned at the designated FPS.	100% of the contracted quantity of the set of devices should be installed and commissioned in stipulated FPS within 5 weeks of signing of contract, as per installation schedule given by the Department.	If installation and commissioning is not completed within the stipulated timeline, Liquidated Damages equivalent to 0.5% of the total contract value per week of delay shall be levied, subject to a maximum of 10% of the annual contract value., beyond which the contracting authority reserves the right to cancel the contract with the bidder and award it to the bidder next in order of merit.
Help Desk	The bidder's Help Desk Should be operational between 09:00am to 07:00 pm on all working days And shall support English and Hindi.	Within 3 weeks of signing of contract.	If bidder's Help Desk is not operationalized within three-weeks of signing of Agreement, then Rs. 5,000/- per day, for default period, shall be levied as Liquidated Damages.
	Software application to receive data (complaints/ queries etc.) from central help desk to be operational.	Within 3 weeks of signing of contract.	If the bidder's Help Desk software application is not operational within three-weeks of signing of Agreement, then Rs. 10,000/- per day for default period shall be levied as Liquidated Damages.

Hardware functionality	The devices Have to be installed at the designated locations and must be fully Operational, facilitating smooth functioning of the AePDS (Aadhar enabled Public Distribution System).	Repair/replacement of component/ device within 12 working hours of complaint reporting in the bidders Help Desk.	If in case 12 working hrs. are elapsed after the complaint made by the FPS dealer and issue is not resolved by vendor, Liquidated Damages shall be levied on the vendor @ 5% of amount of bill of that FPS on 1 st occasion and @ 10% on 2 nd and subsequent occasion. Subsequently, the Department reserves the right to cancel the Agreement executed with the successful bidder.
Software Functionality	Dysfunction in the ePoS client software affecting seriously/ marginally/partially the business transactions would be termed as Software Issues.	They have to be resolved within 06 working hours from the time of reporting the issue in the bidder's Help Desk.	If in case 06 working hrs. are elapsed after the complaint made by the FPS dealer and the complaint is not resolved, Liquidated Damages shall be levied on the vendor @ 5% of amount of bill of that FPS on 1 st occasion and @ 10% on 2 nd and subsequent occasion. Subsequently, the Department reserves the right to cancel the Agreement executed with the successful bidder.
Connectivity	There shall not be disruption in connectivity on the part of the vendor. However, connectivity failures attributable to certified telecom network outage shall not attract liquidated	The disrupted connectivity shall be restored within 03 working hours from the time of reporting the issue in the bidders Help Desk.	If in case 03 working hrs. are elapsed after the complaint made by the FPS dealer and complaint is not resolved, Liquidated Damages shall be levied on the vendor @ 5% of amount of bill of that FPS on 1 st occasion and @ 10% on 2 nd and subsequent occasion. Subsequently, the Department reserves the right to cancel the Agreement executed with the successful bidder.

	damages provided documentary evidence from the telecom service provider is submitted, and subject to the System Integrator having installed dual SIM cards from two different telecom service providers and has ensured automatic failover configuration.		
Spare Devices at District Level	System Integrator shall keep at least 5% spare of all devices at district level	Maintain the 5% spare device at all the time at the District Level offices.	Rs. 5,000/- shall be levied per System per month as Liquidated Damages for non-maintaining the Limit during the month.
Review Meeting at Department Level	The system Integrator have to provide all types of reports in the review meeting every month ensuring the optimum level of maintain the SLA parameter as well as overall project.	Monthly review meeting in Consultation with the Department.	

- Liquidated Damages are pre-estimate of loss and not by way of penalty.
- Total Liquidated Damages recoverable in any contract year shall not exceed 15% of the annual contract value.
- The Department reserves the right to terminate the contract at any time on account of non-fulfilment of contract or any of the reasons. In this event, the Department may award the contract to L2 bidder on L1 rate or call for new proposals from the interested bidders. In such a case, the Department shall invoke the Performance Security of the successful bidder.
- The contract may be terminated if it is established at any stage that the information (including but not limited to documents, records and agreements), provided by the bidder in course of submission of bid is factually wrong or legally incorrect.

22. TERMINATION OF CONTRACT

EXIT MANAGEMENT

Management Purpose

In the case of termination of the Agreement, the successful bidder shall continue to provide services for three months.

Cooperation and Provision of Information

During the exit management period, the Bidder shall allow the Department access to information reasonably required for the working of the system so as to enable the Department to assess the existing services being delivered. During exit, the bidder shall

- Provide complete database in non-proprietary format (CSV/JSON/XML) within 7 days of termination.
- Provide transition support for 90 days.
- Certify secure wiping of device storage.
- Transfer any customized source code developed for the Department.

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 Department

of Food, Supplies and Consumer Affairs, Govt. of NCT of Delhi all documentation created for the purpose of this Project and shall not retain any copies thereof.

23. GENERAL CONDITIONS

- (a) Conditional Tender in any form will not be accepted.
- (b) The Department reserves the right to relax or waive or amend or modify or revise any terms/conditions of the tender at any time.
- (c) The right of final acceptance of the tender is entirely vested with the Department, and the Department reserves the right to accept or reject any or all the bidder in part or in totality or to negotiate with any or all the bidders or to withdraw /cancel / modify this tender without assigning any reason whatsoever.
- (d) If performance of the bidder is not as per the schedule, the Department reserves the right to reallocate full / part order to other qualified bidders. Any additional cost incurred by the Department due to such reallocation should be borne by the bidder.
- (e) Any notice regarding any problem, to the bidder shall be deemed to be sufficiently served, if given in writing at his usual or last known place of business or through email.
- (f) In the course of discussion and instruction, the Department may disclose information of confidential and proprietary nature relating to its business model, subscribers, etc. to the bidder. Such information shall be considered confidential.
- (g) The successful bidder should comply with the statutory labour norms such as minimum wages act with regards to the manpower deployed for the execution of the Contract.
- (h) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.
- (i) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this tender at any time prior to a formal written contract being executed by or on behalf of the Department.
- (j) Department may terminate the RFP process at any time and without assigning any reason. Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- (k) This RFP does not constitute an offer by the Department. The bidder's participation in this process may result in the Department selecting the bidder to engage towards execution of the contract.
- (l) The Department may, at its own cost, conduct third-Party Audit of this entire project from time to time so as to enhance the effectiveness of this project. The successful bidder shall provide all necessary assistance to the third-Party Audit team by sharing all required information.

24. CONFLICT OF INTEREST

- a) A Bidder shall not have a conflict of interest that materially affects fair competition. Any Bidder found to have a conflict of interest shall be disqualified.
- b) A Bidder shall be deemed to have a conflict of interest if:
 - i) The Bidder or its Affiliate controls, is controlled by, or is under common control with another

- Bidder;
- ii) The Bidder receives or has received any direct or indirect subsidy or material support from another Bidder;
 - iii) The Bidder has the same legal representative as another Bidder for purposes of this bid;
 - iv) The Bidder has a relationship with another Bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the Bid of another Bidder;
 - v) The Bidder has participated in the preparation of the design, technical specifications, or other documents for this procurement;
- c) For the purposes of this clause, “Affiliate” means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.
 - d) Each Bidder shall submit a declaration certifying that no conflict of interest exists and that its bid has been prepared independently without consultation, communication, agreement or arrangement with any competitor.
 - e) The Department reserves the right to seek clarification, conduct inquiry, or reject any bid where a conflict of interest is established.

25. OEM PARTICIPATION AND COMPETITION SAFEGUARDS

- (a) An Original Equipment Manufacturer (OEM) may participate either:
 - directly as a Bidder; or
 - by issuing Manufacturer Authorization Form(s) (MAF) to not more than two (02) Bidders.
- (b) An OEM shall not both submit an independent bid and issue MAF(s) in this tender.
- (c) Where an OEM issues MAF(s), it shall certify that identical commercial and technical terms have been offered to all authorized Bidders.
- (d) Any exclusivity arrangement or restrictive agreement that materially affects competition shall render the concerned bid liable for rejection.
- (e) The Department reserves the right to examine shareholding patterns, control relationships, contractual arrangements, and pricing structures to detect coordinated behaviour or conflict of interest.
- (f) Where collusive bidding, coordinated pricing, or sharing of commercially sensitive information is established, the Department may disqualify the bid(s), forfeit bid security, and initiate action under applicable procurement rules.

26. CONFIDENTIALITY

- a) Information relating to the examination, clarification, evaluation and recommendation for the short-listed Bidders shall not be disclosed to any person not officially concerned with the process. Department will treat all information submitted as part of Proposal in confidence and will ensure that all who have access to such material treat it in confidence. Department will not divulge any such information unless it is ordered to do so by any Government authority that has the power under law to require its disclosure.
- b) Except upon mutual written agreement, or as may be required by law, no party shall in any way or in any form disclose the existence, discussions or negotiation leading to or any matter covered during tender process till the stage of execution of agreement.

27. FRAUD AND CORRUPT PRACTICE

- a) The Bidders shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the Department shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has engaged in corrupt practice, fraudulent practice, coercive practice (collectively the “Prohibited Practices”) in the Selection Process.
- b) In such an event, the Department shall,
 - Forfeit and appropriate the Bid Security or Performance Security.
 - Debar it from participation in any tender issued by the Department during a period of 2 years from the date such Bidder, is found by the Department to have engaged or indulged in such practice.
- c) Corrupt Practice – It implies offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process. For avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any Official/Consultant of the Department who is or has been associated in any manner, directly or indirectly with the Selection Process or has dealt with matters concerning the Agreement;
- d) “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- e) “Coercive or property to influence any person’s participation or action in the Selection Process; practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons.
- f) The Bidder is required to comply with terms of Integrity Pact as applicable.

28. FORCE MAJEURE

- a) If at any time, during the continuance of this contract, the performance in whole or in part by either party or any obligations under this contract gets affected by an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances shall be prevented or delayed by reason of war, or hostility, acts of the public enemy, civil commotion, riots, civil disorder, sabotage, fires, earthquake/storm/flood or other extreme adverse weather conditions, explosions, epidemics, pandemics, quarantine restrictions, strikes, power blackout due to grid collapse, lockouts, confiscation or any other action by Government Agencies, Administrative Order, Court Order, Bankruptcy, espionage, cyber hacking, other industrial action, political unrest, civil unrest, or act of God (Hereinafter referred to as Force Majeure Events).
- b) The affected Party shall provide to the other Party a notice of happenings, within 21 days from the date of occurrence thereof and in such event neither party shall by reason of such event be entitled to terminate this and performance shall be resumed as soon as practicable after such event may come to an end or cease to exist.

- c) That no Liquidated Damages may be levied on the Bidder in case of force majeure event.
- d) That if the performance in whole or part of any obligation under this contract is prevented or delayed because of any such event for a period exceeding 90 days, Department at its option may terminate the contract.
- e) Provided also that if the contract is terminated under this clause, the Department shall be at liberty to take over from the Bidder at a price to be fixed by the Department, which shall be final, all undamaged and acceptable materials, assets, services in possession of the selected Bidder at the time of such termination of such portions thereof as the Department may deem fit, if mutually agreeable between the Parties.
- f) For the purposes of this Contract, "Force Majeure" shall not include:
Any event which is caused by the negligence or intentional action of a Party, Insufficiency of funds or inability to make any payment required hereunder
- g) Measures to be taken:
 - A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
 - A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than 21 days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
 - Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- h) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by Department, shall either:
 - Demobilize; or
 - Continue with the Services to the extent possible, in which case they shall continue to be paid proportionately and on pro rata basis, under the terms of this Contract.
- i) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled through Coordination Committee deliberations.

29. LIMITATION OF LIABILITY

Except in cases of wilful misconduct, fraud, intellectual property infringement, or data breach, the aggregate liability of the System Integrator under this contract shall not exceed one hundred percent (100%) of the annual contract value.

30. INDEMNITY

The System Integrator shall indemnify and hold harmless the Department against:

- (i) any third-party claims arising from intellectual property infringement;
- (ii) data breach or unauthorized disclosure of personal data;
- (iii) non-compliance with statutory or regulatory requirements attributable to the System Integrator.

31. DISPUTE REDRESSAL MECHANISM

- a) All the disputes and differences arising out of or in connection with the Agreement, including its interpretation, shall first be referred to conciliation under the Arbitration and Conciliation Act, 1996.
- b) The conciliation shall be conducted by the Delhi Dispute Resolution Society (DDRS) in accordance with its Rules.
- c) If dispute is not resolved within 30 days from the date of referral to DDRS for conciliation, matter shall thereafter be exclusively subject to the jurisdiction to the Civil Court having competent jurisdiction.

32. JURISDICTION OF THE COURT

Any dispute arising out of non-fulfilment of any of the terms and conditions of the agreement or any other dispute arising out of it, will be subjected to the jurisdiction of the Courts in Delhi only.

ANNEXURE – I

PART-I (Covering Letter)

Date: _____

From,

Name:
Address:
Ph:
E-mail:

To,

.....
.....

Sub: TENDER FOR SELECTION OF A SYSTEM INTEGRATOR FOR PROVIDING E-POS SYSTEM ON HIRING BASIS IN ORDER TO IMPLEMENT AADHAAR ENABLED PUBLIC DISTRIBUTION SYSTEM IN NCT OF DELHI - submission of Part I – Reg.

Ref: Your Tender Notice _____ dated _____

Sir,

With reference to your tender notice, we submit herewith the following documents:

- 1) Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions.
- 2) Authorization letter from the bidder for the person to sign the tender.
- 3) Details of the Bidder (as per Annexure – II).
- 4) Annual turnover cum net worth certificate duly certified by a Chartered Accountant (as per Annexure – III)
- 5) Details of work completed (as per Annexure –IV)
- 6) Certificates/documents as required in Clause 3 for pre-qualification
- 7) Information/documents regarding technical evaluation as per Clause 3
- 8) Declaration for not having blacklisted by either the registration department or any other Government Agencies (as per Annexure – V).
- 9) Declaration for not having tampered the Tender documents downloaded from the website (Annexure – VI).
- 10) Scanned copy of instrument of EMD.
- 11) Notarized translated English version of the documents in a language other than English, if any.
- 12) others

Yours faithfully,

SIGNATURE OF THE BIDDER

Encl: As stated above

Annexure – II

DETAILS OF THE BIDDER

S.No.	Particulars	Description/Details
A	Name of Bidder	
B	Contact Details	
	Registered Office Address	
	Telephone No.	
	Email	
C	Incorporation Details	
	Incorporation Number	
	Date of Incorporation	
D	Name of Authorized Signatory for this bid	
	Position held by him	
	Mobile	
	Email	
E	Address of Offices in Delhi, if any.	
F	Details of Nodal Officer as per clause 2 under heading Operation and Maintenance	
	One Project Manager having MBA degree	Name: Position Held: Mobile/e-mail:
	Two Technical Officers having B.Tech degree	Name: Position Held: Mobile/e-mail: Name: Position Held: Mobile/e-mail:

ANNEXURE – III

ANNUAL TURNOVER STATEMENT-cum-NETWORTH CERTIFICATE

The Annual turnover of M/s for the past three years are given below and is certified that the statement is true and correct.

S.NO	Year	Turnover (Rs. in lakh)
1.	2022-2023	
2.	2023-2024	
3.	2024-2025	
	Total	
Average annual turnover		

Further, it is also certified that the net-worth of M/s is positive as on date and it has not eroded more than 30% in last three years.

DATE:

SIGNATURE OF THE BIDDER

SIGNATURE OF CHARTERED ACCOUNTANT
(With seal and Address)

ANNEXURE –IV

Details of Work Completed

Please provide the details for each project along with work order and completion certificate signed by a Competent Authority.

S.No	Name & address of the client	Location of the work (Town /State)	Name of the contact person and contact details for the client	Name of the project	Project start date	Project end date	Work order enclosed (Yes/No)	Work completion certificate enclosed(Yes/No)
1.								
2.								
3.								
4.								

SIGNATURE OF THE BIDDER
(with seal and address)

Date: _____

ANNEXURE – V

CERTIFICATE

Certified that M/s..... / the firm /
company or its partners / shareholders are not blacklisted by any Government Agencies.

SIGNATURE OF THE BIDDER
(with seal and address)

Date: _____

ANNEXURE – VI

DECLARATION FORM

- a. I/We having our office at do declare that I/We have carefully read all the conditions of tender floated vide tender ref.no for SELECTION OF A SYSTEM INTEGRATOR FOR PROVIDING E-POS SYSTEM ON HIRING BASIS IN ORDER TO IMPLEMENT AADHAAR ENABLED PUBLIC DISTRIBUTION SYSTEM IN NCT OF DELHI and will complete the contract as per the tender conditions.
- b. I/We have downloaded the tender document from the internet site www..... and I/We have not tampered/modified the tender document in any manner. In case, if the same is found to be tampered / modified, I/We understand that my/our tender will be summarily rejected, and I/We am/are liable to be banned from doing business with the Department or prosecuted.
- c. All the information/documents/records, attached in support of the bid, are true and correct. In case, if the same is found to be tampered /modified/incorrect/erroneous, I/We understand that my/our tender will be summarily rejected, and I/We am/are liable to be banned from doing business with the Department or prosecuted.

SIGNATURE OF THE BIDDER
(With seal and address)

Date: _____

ANNEXURE - VII

CLARIFICATION ON TENDER DOCUMENT FORMAT

1. Name and Address of the Organization submitting request –

2. Name and Position of Person submitting request –

S.No.	References(s) (Section/para, Page of RFP)	What RPF provision currently says	What is amended language proposed.	Justification
1				
2				
3				
4				
5				
6				

Note: Bidders are advised to submit clarification in this format only, otherwise it may not be considered.

Date: _____

SIGNATURE OF THE BIDDER
(With seal and address)
Mob:
Email:

PART-II (Covering Letter)

From,

Name:

Address:

Ph:

Fax:

E-mail:

To, ...
.....

Sub: TENDER FOR SELECTION OF A SYSTEM INTEGRATOR FOR PROVIDING E-POS SYSTEM ON HIRING BASIS IN ORDER TO IMPLEMENT AADHAAR ENABLED PUBLIC DISTRIBUTION SYSTEM IN NCT OF DELHI - Submission of Part – II- Price Offer – Reg.

Sir,

In continuation of our above tender, we submit herewith the price offer for “SELECTION OF A SYSTEM INTEGRATOR FOR PROVIDING E-POS SYSTEM ON HIRING BASIS IN ORDER TO IMPLEMENT AADHAAR ENABLED PUBLIC DISTRIBUTION SYSTEM IN NCT OF DELHI” as specified by the Department in this tender document.

We agree to abide by the terms and conditions stipulated by the Department and also agree to complete the entire contract at the rates quoted by us.

The rate quoted and approved by the Department in this tender will hold good as per the Department tender conditions.

Yours faithfully,

SIGNATURE OF THE BIDDER

Date: _____

ANNEXURE- IX

PRICE BID

Description	Basic Price (Words/figure)	GST (Words/ figure)	Total price (including taxes) (Words/figure)
	(Rs.)	(Rs.)	(Rs.)
Per month hiring cost of installation and maintenance of 01 ePoS system at FPS along with IRIS device and electronic weighing System (along with all incidental services, as mentioned in the tender)			

Amount _____ only.

Note: Taxes should be quoted separately.

In case of discrepancy between the prices quoted in words and in figures, the lower of the two will be considered.

Date: _____

Note: The price bid will be accepted only in given BOQ in Financial Cover.

ANNEXURE – X**CHECKLIST OF DOCUMENTS**
Documents to be enclosed in Part-I:

S.No	Checklist	Enclosed (Yes/No)	Reference In the Bid (Page no.)
1.	A covering letter on your letter head addressed to The Commissioner, Department of Food, Supplies & Consumer Affairs, GNCTD, (as per ANNEXURE – I)		
2.	Tender conditions duly signed in each page and enclosed in token of accepting the Tender conditions		
3.	Authorization letter from the bidder for the person to sign the tender		
4.	Details of the Bidder (as per ANNEXURE – II)		
5.	Average annual turnover cum net worth certificate duly certified by a Chartered Accountant (as per ANNEXURE – III)		
6.	Details of work completed (as per ANNEXURE –IV)		
7.	Information/documents as per requirement of pre-qualification Clause 3.		
8.	Information/documents regarding technical evaluation as per Clause 3		
9.	Declaration for not having blacklisted either by Registration Department or by any other govt. agencies (as per ANNEXURE – V)		
10.	Declaration for not having tampered the Tender documents downloaded from the website (as per ANNEXURE – VI)		
11.	Scanned copy of instrument of EMD		
12.	Notarized translated English version of the documents in a language other than English, if any.		
13.	Any other documents		

Documents to be enclosed in Part-II

S.No.	Checklist	Enclosed (Yes/No)
1.	A covering letter on the letter head addressed to (as per Annexure-VIII)	
2.	Price Bid as per Annexure-IX of the Tender document	