

**Food and Consumer Protection Department
Government of Bihar**



Request for Proposal

for

**Supply, Installation, Commissioning and Maintenance
of Electronic Weighing Machines at Fair Price Shops and Bihar State
Food & Civil Supplies Corporation Limited Godowns in the State of
Bihar**

RFP No.: _____ Date: _____ .2026

Issued By:

Food & Consumer Protection Department, Old Secretariat, Patna, Bihar

Table of Contents

<i>Disclaimer</i>	5
1) List of Abbreviations	7
2) Tender Fact Sheet & Bid Schedule	8
3) Executive Summary	10
4) Project Overview	10
4.1 Background	10
4.2 Objectives of the Project	10
4.3 Scope of the Project.....	11
4.4 Geographic Coverage and Number of FPSs.....	11
5) Instruction to Bidders	11
5.1 General Instructions to Bidders.....	11
5.2 Clarification of Tender Document/ Pre-bid Queries	12
5.3 Amendment of Tender Document	12
5.4 Deviations	12
5.5 Right to Terminate the Process	12
5.6 Bid Preparation Cost	12
5.7 Preparation and Submission of Proposal	12
5.8 Completeness of Bids	14
5.9 Language	14
5.10 Late Bids.....	14
5.11 Proposal Validity	14
5.12 Legal Stamping.....	14
5.13 Cost and Currency	14
5.14 Interpretation of the clauses in the RFP Document	14
5.15 Rejection of Bids.....	14
5.16 Right To Vary Quantity.....	15
5.17 Fraud and Corrupt Practices.....	15
5.18 Consortium and Joint Venture.....	16
5.19 Confidentiality.....	16
5.20 Earnest Money Deposit (EMD).....	16
5.21 Bid Submission Format.....	16

6)	<i>Bidder Eligibility Criteria and Bid Evaluation Methodology</i>	17
6.1	Pre-Qualification (PQ) Eligibility Criteria	17
6.2	Tender Opening and Bid Evaluation Methodology	20
6.3	Technical Bid Evaluation	20
6.4	Financial Bid Opening.....	24
6.5	Financial Bid Evaluation.....	25
6.6	Selection of the Bidder(s)	25
6.7	Failure to Agree with the Terms & Conditions of the RFP / Contract.....	26
7)	<i>Scope of Work</i>	26
8)	<i>Exit Management</i>	37
8.1	Purpose	37
8.2	Transfer of Assets	37
8.3	Transfer of Ownership	37
9)	<i>Payment Schedule</i>	38
9.1	Payment Terms and Conditions.....	38
9.2	Payment Process.....	38
9.3	SLA Monitoring and Penalty Calculation	38
10	<i>Penalties</i>	39
10.1	Penalties for Breach of SLA.....	39
10.2	Liquidated Damages for Delay in Project Execution	39
10.3	Maximum Penalty Limit:.....	40
10.4	Procedure for Representations on Delays.....	40
11	<i>Service Level Agreement (SLA)</i>	40
11.1	Objective of Service Level Agreement	40
11.2	Definition of SLA Terms.....	40
11.3	Scope of Service Level Agreement	41
11.4	Services provided by the System Integrator	42
11.5	Service Level Metrics & Performance Requirements	43
11.6	SLA Monitoring, Reporting & Compliance.....	44
11.7	Project Performance Review and Monitoring.....	45
11.8	Service Management of Service Level Agreement (SLA).....	45
11.9	Penalty for Delay in Renewal and Stamping of Licenses	46

12	<i>General Conditions of Contract</i>	46
12.1	Contract Terms & Conditions.....	46
12.2	Performance Bank Guarantee (PBG)/ Security Deposit	46
12.3	Access to the Client or Its Nominated Agencies' Locations.....	47
12.4	Conflict of Interest.....	48
12.5	Duration of the engagement.....	48
12.6	Extension of Contract.....	48
12.7	Taxes and Duties.....	48
12.8	Transfer / Sub-Contracting	48
12.9	Completeness of Contract	49
12.10	Suspension & Termination	49
12.11	Compensation for Termination of Contract.....	50
12.12	Amendment.....	50
12.13	Resolution of Disputes	50
12.14	Legal Jurisdiction	51
12.15	Indemnity.....	51
12.16	Publicity	51
12.17	Performance Obligations.....	51
12.18	Training of FPS Dealers and Govt. Officials.....	51
12.19	Force Majeure.....	51
12.20	Right to terminate the process.....	52
12.21	Confidential Information	53
12.22	Jurisdiction of the Court	53
12.23	Personnel.....	53
12.24	Transfer/Sub-Contracting	54
13	<i>ANNEXURES to this RFP</i>	55
13.1	Annexure I: Technical Bid Submission Checklist.....	55
13.2	Annexure II: Format for submission of pre-bid queries	57
13.3	Annexure III: Covering Letter for Technical Bid.....	58
13.4	Annexure IV: Statement of No Deviation	60
13.5	Annexure V: Audited Balance Sheets for Last 5 Financial Years as required in the RFP.....	61
13.6	Annexure VI: Minimum Technical Specifications and compliance requirements of Electronic Weighing Machines Required in this RFP	62

13.7	Annexure VII: Declaration of not being Blacklisted	66
13.8	Annexure VIII: Past Work Experience Summary of the Bidder	67
13.9	Annexure IX: Technical Presentation & Project Approach / Methodology and plan	70
13.10	Annexure X: Proforma for Power of Attorney (on Rs.100/- stamp paper)	71
13.11	Annexure XI: OEM issued Manufacturer Authorisation Form (MAF)	72
13.12	Annexure XII: Proforma for Performance Bank Guarantee (PBG).....	74
13.13	Annexure XIII: Financial Proposal Covering Letter	77
13.14	Annexure XIV: Financial Proposal Format.....	78
13.15	Annexure XV: Non-Disclosure Agreement (NDA) Format.....	80
13.16	Annexure XVI: Proforma for CV of Project Management and Helpdesk Team Members Proposed by Bidder.....	83
13.17	Annexure XVII: Basic Eligibility Compliance Form.....	85
13.18	Annexure XVIII: Format for Bid Security Earnest Money Deposit (EMD).....	90

Disclaimer

1. The information contained in this Request for Proposal (RFP) document, or any information subsequently provided to applicants by the Food and Consumer Protection Department (F&CP), whether verbally, in writing, or any other form, is provided solely on the terms and conditions outlined in this RFP document and any associated terms and conditions.
2. This RFP document is not an offer or agreement by F&CP to any prospective applicant or any other party. Its purpose is to provide relevant details to assist interested parties in preparing their proposals for submission in response to this RFP.
3. F&CP does not guarantee the accuracy, reliability, or completeness of the information provided in this RFP. The assumptions, assessments, and statements included in this document are for guidance purposes only. Applicants are encouraged to independently verify all information, conduct their own investigations, and seek professional advice as required.
4. F&CP shall not be liable for any loss, expense, or damages arising from or connected to the information contained in this RFP or any related documents. This includes, but is not limited to, any reliance on statements made by F&CP or its employees. F&CP expressly disclaims any responsibility arising from inaccuracies, negligence, or omissions.
5. Applicants are responsible for all costs incurred in the preparation and submission of their proposals, including any expenses related to presentations, demonstrations, or meetings. F&CP will not be liable for any such costs, regardless of the outcome of the selection process.
6. F&CP reserves the right to amend, modify, or update the information, assumptions, or requirements outlined in this RFP without prior notice. Any such revisions will be made available on the official F&CP website, and applicants are advised to check the site regularly for updates.
7. Submission of a proposal does not obligate F&CP to consider the applicant for the assignment or award any contract. F&CP reserves the right to accept or reject any or all proposals at any stage without providing reasons and to terminate or modify the selection process as it deems necessary.
8. F&CP will not be held responsible for delays in submission of proposals due to any reason, including technical or logistical challenges. Applicants are responsible for ensuring their proposals are submitted within the stipulated timeline.
9. The issuance of this RFP does not imply that F&CP is under any obligation to appoint a successful applicant. F&CP reserves the right to reject any proposal or discontinue the process at its discretion, with prior notice to the applicants.
10. This RFP document should not be considered a comprehensive account of statutory requirements. Applicants are responsible for ensuring compliance with all applicable laws, regulations, and procurement guidelines.

1) List of Abbreviations

ABBREVIATIONS	DESCRIPTION
AAY	Antyodaya Anna Yojana
BIS	Bureau of Indian Standards
BSFCSCCL	Bihar State Food and Civil Supplies Corporation Ltd
EMD	Earnest Money Deposit
ePOS	Electronic Point of Sales
EWM	Electronic Weighing Machines
F&CPD	Food and Consumer Protection Department
FPS	Fair Price Shops
GST	Goods & Service Tax
HQ	Head Quarter
ICT	Information and Communications Technology
ILAC	International Laboratory Accreditation Cooperation
INR	Indian Rupee
ISO	International Organization for Standardization
IT	Information Technology
LED	Light Emitting diode
LMT	Lakh Metric Tonnes
LoI	Letter of Intent
M&E	Monitoring & Evaluation
MAF	Manufacturer Authorization Form
MOU	Memorandum of Understanding
NABL	National Accreditation Board for Testing and Calibration Laboratories
NEFT	National Electronic Funds Transfer
NFSA	National Food Security Act
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PAN	Permanent Account Number
PBG	Performance Bank Guarantee
PBG	Performance Bank Guarantee
PHH	Priority Household
POC	Proof of Concept
PSU	Public Sector Undertakings
RFP	Request for Proposal
RTGS	Real Time Gross Settlement
SFC	State Food Corporation , Bihar
SLA	Service Level Agreement
TPDS	Targeted Public Distribution System
USB	Universal Serial Bus
VFD	Vacuum Fluorescent Display

2) Tender Fact Sheet & Bid Schedule

Clause Reference	Summary
Project Summary	<p>Selection of System Integrator (S.I.) for the supply, installation, commissioning, and maintenance of electronic weighing machines on a rental basis, integrated with electronic point-of-sale (e-POS) devices, at Fair Price Shops (FPS) and BSFCSCCL godowns in Bihar.</p> <p>The scope includes deploying 200 kg capacity electronic weighing machines at approximately 55304 FPSs and 3-ton capacity electronic weighing machines at approximately 800 BSFCSCCL godowns, with both types fully integrated with e-POS devices</p>
Project Duration/Period	The engagement period shall be for five (5) years, including a two (2) year OEM warranty and a five (5) year comprehensive onsite warranty, commencing from the date of acceptance of the Go-Live across all districts of Bihar.
Method of Selection	The selection of the bidder will be based on the Least Cost Method (L1). Bidders are required to submit their proposals through the procurement portal, consisting of two parts: a Technical Bid and a Financial Bid. The evaluation process will begin with the assessment of pre-qualification criteria. Only bidders who meet all the pre-qualification requirements will proceed to the technical evaluation stage. Subsequently, the financial bids will be considered only for those bidders who achieve a minimum score of 70% in the technical evaluation.
Language of Bid	English.
Currency of Bid	Indian Rupees
Tender Document Fee	Non-refundable ₹10,000 via Demand Draft in favor of "Food and Consumer Protection Department, Government of Bihar ", payable at Patna, Bihar
Earnest Money Deposit (EMD)	The tender must include an Earnest Money Deposit (EMD) deposit, as required in this RFP , payable through e-payment modes such as NEFT, RTGS, Credit Card, or Debit Card (in Indian Rupees). Additionally, proof of payment, including the transaction receipt for the EMD and the cost of the tender document, must be uploaded along with the Technical Bid on the procurement portal.
Performance Security (Performance Bank Guarantee- PBG)	The SI shall be required to submit PBG of 10% of the contract value within 15 days of receipt of Letter of Intent/ Letter of Award/ Work Order/ Purchase Order.

Clause Reference	Summary
Validity of Bid	The offers shall remain valid for acceptance for 180 days from the date of opening of the Technical Bid.
Bid Document Submission	Bidders must register on the e-procurement portal (https://eproc2.bihar.gov.in/) at their own cost and submit bids exclusively online through the portal.
Consortium	Consortiums/Joint Ventures are not allowed. Only individual firms are eligible.
Documents	RFP available on https://eproc2.bihar.gov.in . Amendments, if any, will be issued by F&CPD.
Name and Address of the Party	Shri. Upendra Kumar, Additional Secretary, Food and Consumer Protection Department, Government of Bihar, Old Secretariat Building, Patna-800015 (Bihar)
Date & Time for submission of Pre-Bid Queries	Date & Time: _____ till 5:00 PM (Queries to be sent by e-mail at: foodbihar@gmail.com)
Pre-Bid Meeting On	Meeting Date & Time: _____ at 3:00 PM Venue: Food and Consumer Protection Department, Old Secretariat, Patna
Last Date & Time of Bid Submission	_____ till 2.00 PM
Date & Time of opening of Technical Bids	_____ at 5.00 PM
Date/Time of Financial Bid opening	To be intimated later
Mode of bid submission	Online at Bihar State e-Proc2.0 website- https://eproc2.bihar.gov.in/

3) Executive Summary

With an aim to bring reforms to the functioning of the Targeted Public Distribution System (TPDS), the Food and Consumer Protection Department, Government of Bihar, is committed to modernizing the operations of all Fair Price Shops (FPSs) and BSFC godowns in the State by installing electronic weighing machines.

Currently, food grain distribution at FPSs is done manually using weighing scales, leaving room for malpractices and inefficiencies. To address these challenges, the Department seeks to select a System Integrator (SI) for the supply, installation, commissioning, and maintenance of electronic weighing machines on a rental basis, fully integrated with electronic point-of-sale (e-POS) devices.

This initiative involves the deployment of:

- 200 kg capacity electronic weighing machines compatible with e-POS devices at approximately 55,304 Fair Price Shops (FPSs).
- 3-ton capacity electronic weighing machines compatible with e-POS devices at approximately 800 BSFC godowns across Bihar.

This modernization is aimed at enhancing transparency, preventing pilferage, and ensuring the efficient delivery of subsidized food grains. The project supports Bihar's overarching goal of ensuring food security and improving the functioning of the Public Distribution System (PDS).

4) Project Overview

4.1 Background

The Food and Consumer Protection Department, Government of Bihar, has been actively working to strengthen the Targeted Public Distribution System (TPDS) to ensure the efficient delivery of food grains to eligible beneficiaries. Since December 2019, the Department has implemented the FPS Automation Project, targeting around 1.79 crore households and 8.71 crore beneficiaries under the Antyodaya Anna Yojana (AAY) and Priority Household (PHH) categories of the National Food Security Act (NFSA).

The current monthly allocation of food grains in Bihar for NFSA beneficiaries is approximately 4.60 lakh metric Tonnes (LMT). With the implementation of electronic weighing machines, the system aims to eliminate the challenges of manual weighing at FPSs and also at the BSFC godowns, fostering greater efficiency and transparency in distribution. Recognizing the importance of transparency, accuracy, and efficiency, the Department has introduced several initiatives, leveraging Information and Communication Technologies (ICT) and e-Governance to improve the supply chain mechanism.

To further enhance the system, the Department plans to install electronic weighing machines integrated with e-POS devices across all FPSs and BSFC godowns in the State. This initiative aims to:

Prevent pilferage and malpractices in food grain distribution.

Enhance transparency and accountability in PDS operations.

Improve demand and supply planning through accurate data collection.

4.2 Objectives of the Project

The primary objective of this project is the effective deployment of electronic weighing machines integrated with e-POS devices across Bihar to modernize TPDS operations. The key objectives are:

Install electronic weighing machines:

200 kg capacity machines at approximately 55,304 FPSs.

3-ton capacity machines at approximately 800 SFC godowns.

Integrate with e-POS devices:

Ensure seamless integration of electronic weighing machines with e-POS devices to enhance transparency in food grain distribution.

Ensure accurate weighment and records:

Improve the accuracy of food grain delivery to beneficiaries and electronically capture the transacted quantity on e-POS receipts.

Prevent malpractices:

Minimize pilferage and diversion of essential commodities and food grains.

Enable data-driven planning:

Collect accurate data for better demand and supply analysis and future planning.

4.3 Scope of the Project

The scope of the project includes:

Supply, installation, commissioning, and maintenance of electronic weighing machines on a rental basis for a period of five years.

The project will follow the BOOT model for five years from the Go-Live date, after which ownership of the Electronic Weighing Machines will be transferred to the Food and Consumer Protection Department, Government of Bihar

Machines to be integrated with existing e-POS devices at FPSs and SFC godowns.

200 kg capacity machines to be deployed at 55,304 FPSs and 3-ton capacity machines to be deployed at 800 SFC godowns.

Provision for warranties, capacity building, technical support, maintenance and helpdesk for the project duration.

4.4 Geographic Coverage and Number of FPSs

There are approximately 55,304 Fair Price Shops (FPS) and 800 Bihar State Food Corporation (BSFC) godowns in the state. The majority of FPS are located in rural areas, with fewer in urban areas. These numbers are indicative and may vary based on actual requirements.

5) Instruction to Bidders

5.1 General Instructions to Bidders

While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidder(s) are free to assess and propose the solution needed to meet the requirements.

All information supplied by Bidder(s) may be treated as contractually binding on the Bidder(s), on successful award of the contract by the Food and Consumer Protection Department, Bihar on the basis of this RFP.

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 Food and Consumer Protection Department, Bihar. Any notification of preferred bidder status by the Food and Consumer Protection Department, Bihar shall not give rise to any enforceable rights by the Bidder. The Food and Consumer Protection

Department, Bihar may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Food and Consumer Protection Department, Bihar without giving any reason.

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

5.2 Clarification of Tender Document/ Pre-bid Queries

Prospective Bidder(s) who require clarification on any component of the tender document may notify Food and Consumer Protection Department, Bihar through email at (foodbihar@gmail.com) before the deadline specified in the "Fact Sheet." Clarification must be requested in the format specified in RFP and queries that do not follow this format will be rejected.

5.3 Amendment of Tender Document

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

5.4 Deviations

Bidders must strictly comply with the terms, conditions, and technical specifications outlined in this RFP. No deviations shall be permitted under any circumstances. All bidders are required to submit a "No Deviation Undertaking" as per the format provided in the appropriate Annexure of this RFP.

5.5 Right to Terminate the Process

Food and Consumer Protection Department, Bihar (F&CP) has the right to terminate the RFP process at any time and without assigning any reason. F&CPD makes no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by F&CP department.

5.6 Bid Preparation Cost

The Bidder(s) are responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduction of informative and other diligent activities, participation in meetings/discussions/presentations, preparation of Bid, in providing any additional information required by Bihar State Food & Civil Supplies Corporation Ltd (BSFCSCCL) to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. BSFCSCCL will in no case be responsible or liable for those costs, regardless of the conduction or outcome of the bidding process.

5.7 Preparation and Submission of Proposal

The instructions to be followed for submitting the proposal are set out below.

The Bidder is responsible for registration on the e-procurement portal (<https://eproc2.bihar.gov.in/>) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions as provided on the e-procurement website. The Bidder shall submit the proposals online as described below:

The bid has to be submitted only through online through <https://eproc2.bihar.gov.in> website. No physical submission of bids would be acceptable.

The Tenderer should upload the tender documents, including invitation to tender intact, without detaching any page or pages, duly filled in/completed tender form including the annexures. The tender submitted by the tenderer is liable to be rejected if he fails to furnish any of the documents or information asked for in the tender document.

In the event of the space on tender form being found insufficient for the required purpose, additional pages may be added. Each such additional page must be numbered serially, bearing the Tender No. and should have full signature of the tenderer. In such cases reference to the additional pages must be made in the Tender Form.

The Technical and Financial proposal should be submitted only through the e- Procurement Portal.

Technical Proposal - The Bidder must upload a scanned copy of the bid document, duly signed on all pages by the authorized signatory, as part of the technical bid. The submission must comply with all terms and conditions of the bid and include the required documents as per the NIT cum Bidding Document. Failure to submit the same or any non-compliance/deviation from bid terms, conditions, or eligibility criteria may lead to bid rejection.

Financial Proposal – Financial proposals would be filled on e-procurement portal. Bidders that have been shortlisted in technical bid will be allowed to participate in the financial proposal/price bid.

Each tender should be accompanied by Non-refundable deposit of **INR 10000.00 (Rs. Ten Thousand only)** to be paid in the form of Demand Draft towards the “Document fees” along with the Technical Bid. The scanned copy of the DD may be uploaded along with the Technical Bid and original hard copy of the DD may be submitted in the office of F& CP Department before the due date of submission.

Earnest Money Deposit (EMD)-The Tender must be accompanied by an **EMD** deposit as per RFP requirement, to be paid through e-payment mode (i.e., NEFT/RTGS (in Rupees).

Proof of Payment (Transaction receipt) of - EMD, Cost of Tender Document etc. must also be uploaded along with the Technical Bid.

F & CP department reserves the right to reject any bid(s) which fails to comply with the above instructions.

Conditional offers/ tenders shall be out rightly rejected.

The Technical bids shall be opened at date and time prescribed in the RFP. The date and time of opening of the financial bids will be notified only to the Technically Eligible Bidders.

The Bidder (s) shall be at liberty to be present, in person or through their authorized representative(s) at the time of pre-bid meeting and opening of the tender as specified in the RFP. In case, authorized representatives are to be present, they must furnish the authority letter from the tenderer, on whose behalf they are representing otherwise they will not be allowed to participate in the opening of tender.

Any attempt, direct or indirect, to cast influence, negotiation on the part of the tenderer with the officials/authority to whom he shall submit the tender or the tender accepting officials/authority before the finalization of tenders shall render the tender liable for rejection.

Every page of the tender documents, including the specifications, must be signed as a token of acceptance of all tender conditions and uploaded with the bid.

The F&CP department reserves the right to accept or reject any tender without assigning any reason thereof and the same shall not be questioned on any ground, whatsoever. The F&CP Department reserves the right to place orders with more than one tenderer at the lowest approved rate.

If there are variations between the price quoted in figures and words, the lowest of the two will be adopted.

Bids specifying additional terms and conditions or proposing modifications to the tender conditions will be treated as conditional tender and will be summarily rejected.

5.8 Completeness of Bids

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

5.9 Language

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

5.10 Late Bids

Proposal after due date and time shall not be accepted.

5.11 Proposal Validity

The offers shall remain valid for acceptance for 180 days from the date of opening of the Technical Bid. However, F&CP department reserves the right to extend this period further at its discretion, which shall be binding on the Bidder (s). Any bidder not keeping the offers open for the prescribed period shall be summarily rejected and the EMD shall be forfeited.

5.12 Legal Stamping

The supplier shall provide electronic weighing machines in strict compliance with the technical specifications outlined in the RFP. Additionally, the supplier shall be responsible for ensuring the stamping of all supplied weighing machines for the entire duration of the project. The stamping shall be carried out in the name of the Food and Consumer Protection Department, Government of Bihar.

5.13 Cost and Currency

The offer must be given in Indian Rupees only. The price will remain fixed for the period of the contract and no changes for any reason whatsoever will be allowed. The bidder shall bear all the costs associated with the preparation and submission of its bid, and the purchaser will in no case be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

5.14 Interpretation of the clauses in the RFP Document

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

5.15 Rejection of Bids

The bid is liable to be rejected in the following cases or in case Bidder fails to meet the bidding requirements as indicated in this RFP:

Bids without EMD or tender fee

During validity of the bid, or its extended period, if any, the Bidder changes its quoted prices.

Bid is conditional and has deviations from the terms and conditions of RFP.

Bid is received in incomplete form.

Bid is not accompanied with all the requisite documents.

Information submitted in the bid 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.

Financial bid is enclosed with any other part of the bid.

Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.

In case one Bidder submits multiple bids then all the affected bids shall be rejected.

5.16 Right To Vary Quantity

At the time of award of contract and / or at any time during the contract period, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

If the Food and Consumer Protection Department, Govt. of Bihar does not procure any subject of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.

Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract.

5.17 Fraud and Corrupt Practices

The Bidder(s) and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process.

Notwithstanding anything to the contrary contained in this tender, the F&CPD shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the -Prohibited Practices) in the Selection Process. In such an event, the F&CPD shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidder s Proposal.

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

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

“Corrupt practice” means

the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the F&CPD who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from,

before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the F&CPD, shall be deemed to constitute influencing the actions of a person connected with the Selection Process);

or,

save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial, or technical consultant/ adviser of the F&CPD in relation to any matter concerning the Project.

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

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

“Undesirable practice” means

Establishing contact with any person connected with or employed or engaged by F&CPD with the objective of canvassing. Lobbying or in any manner influencing or attempting to influence the Selection Process; or having a Conflict of Interest

5.18 Consortium and Joint Venture

The bid shall be submitted only as single entity firm. Consortium or Joint venture shall not be allowed for the project.

5.19 Confidentiality

All the material/information shared with the Bidder during the course of this procurement process as well as the subsequent resulting engagement following this process with the successful Bidder, shall be treated as confidential and should not be disclosed in any manner to any unauthorized person under any circumstances.

5.20 Earnest Money Deposit (EMD)

Bidder(s) shall deposit **INR 2.50 crore (Rupees Two Crore Fifty Lakh only)** towards EMD along with basic eligibility bid. The Bidder shall furnish an EMD in favour of “Food and Consumer Protection Department, Government of Bihar” payable at Patna. The EMD shall be transferred through e-payment mode (Net Banking/NEFT/Direct Debit Facility through Debit or Credit Card/RTGS) through system generated challan. F&CP department will not pay any interest on EMD/Bid Security in any case. EMD shall be payable in INR only and shall not be accepted in any other currency.

EMD of unsuccessful Bidder(s) shall be returned within 30 (thirty) days of expiration of the bid validity period or after awarding of contract to the successful Bidder. The Earnest Money/Bid Security of the Successful bidder will not be adjusted against the Performance Bank Guarantee to be submitted by the Bidder in case of award of contract or any other EMD to be furnished against any other tender issued by the F&CPD. Under any circumstances, F&CPD will not be liable to pay any interest on the EMD.

5.21 Bid Submission Format

The entire proposal shall be submitted strictly as per the format specified in this Request for Proposal.

Bids not conforming the basic eligibility criteria listed in this RFP will be summarily rejected.

Submission of forged documents or wrong information will also result in summarily rejection of the bid. Bids with deviation from any of prescribed formats are liable for rejection.

6) Bidder Eligibility Criteria and Bid Evaluation Methodology

6.1 Pre-Qualification (PQ) Eligibility Criteria

The Bidder must possess the requisite experience, strength, and capabilities in providing the services necessary to meet the requirements, as described in this RFP. Keeping in view the volume of supply involved, the following criteria are prescribed as basic eligibility criteria for Bidder(s) interested in undertaking the project. The Bidder must also possess the technical know-how and financial wherewithal that would be required to successfully implement the project and provide the support services sought by the Food and Consumer Protection Department, Govt. of Bihar, for the entire period of the contract. The bids must be complete in all respects and should cover the entire scope of work as stipulated in this RFP. The invitation to bid is open to all Bidder(s) who qualify under the basic eligibility criteria as given below by submitting all the necessary supporting documents:

Sl. No	Eligibility Criteria	Documents to be submitted by bidder
1.	<p>Legal Entity: The bidder must be a company incorporated in India under the provisions of the Companies Act, 1956 or the Companies Act, 2013.</p>	<p>The bidder shall submit a copy of the Memorandum of Association (MoA), Articles of Association (AoA), and Certificate of Incorporation of the company, duly registered under the Companies Act.</p> <p>Note: Similar Change in the Annexure VII: Basic Eligibility Compliance Form, Point (1)- Documents to be submitted.</p>
2.	<p>Required Licenses to Operate</p> <p>(A). The Bidder, whether an Original Equipment Manufacturer (OEM) or an Authorized Dealer, must possess a valid Dealing (Selling) License for Electronic Weighing Machines issued by the Department of Legal Metrology, Government of India. Additionally, if the Bidder is an OEM, they must also hold a valid Manufacturing License for Electronic Weighing Machines, issued by the respective State Government where the manufacturing plant is located. If the Bidder is an Authorized Dealer, they must submit the Manufacturer's Authorization Form (MAF) from the OEM</p> <p>(B). Every bidder must possess a valid license to repair weighing machines issued by the Department of Legal Metrology from any</p>	<p>(A). The Bidder must submit the following documents:</p> <p>A.1. For OEMs (Original Equipment Manufacturers):</p> <p>(i). A copy of the Manufacturing License issued by the Legal Metrology Department of the respective state where the manufacturing plant is located.</p> <p>A.2. For Authorized Dealers</p> <p>(i). A Manufacturer Authorization Form (MAF) from the OEM in the prescribed format/Annexure.</p> <p>(ii). A copy of the Manufacturing License issued by the Legal Metrology Department of the respective state, belonging to the OEM whose Electronic Weighing Machines (EWM) the bidder is supplying.</p> <p>A.3. For All Bidders (OEMs &</p>

Sl. No	Eligibility Criteria	Documents to be submitted by bidder
	<p>state in India.</p> <p>(C).The offered models of Electronic Weighing Machines—200 kg capacity for Fair Price Shops (FPS) and 3-ton capacity for BSFCSCCL godowns—must have a valid Model Approval Certificate issued by the Legal Metrology Department, Government of India.</p>	<p>Authorized Dealers):</p> <p>(i). A copy of a valid Dealing (Selling) License for Electronic Weighing Machines issued by the Legal Metrology Department of any state government in India.</p> <p>(B).The bidder shall submit a copy of a valid Repairing License issued by the Department of Legal Metrology from any state in India.</p> <p>(C).The Bidder shall submit a valid Model Approval Certificate issued by the Department of Legal Metrology, Government of India, for the offered Electronic Weighing Machine models. If the Bidder is an Authorized Dealer, they must submit the Model Approval Certificate of the OEM.</p>
3.	<p>Prior Experience in similar projects: The Bidder must have prior experience in the supply, commissioning, and maintenance of at least 10,000 Electronic Weighing Machines, including integration with e-Point of Sale (e-PoS) devices. This experience must be from Government Departments or Public Sector Undertakings (PSUs) within the last five financial years (2021-22 to 2025-26).</p>	<p>The bidder must provide copies of work orders, contracts, or completion certificates that clearly outline the scope of work, including the supply, commissioning, and maintenance of electronic weighing machines integrated with e-PoS devices. These documents should specify the number of units supplied, commissioned, and maintained.</p> <p>(The Bidder shall submit their response as per Annexure prescribed in RFP)</p>
4.	<p>Average Annual Turnover Required: The Bidder shall have a minimum average annual financial turnover of Rs. 25 Crores (Rupees Twenty-Five Crores only) in any five financial years, during the period from FY 2020-21, 2021-22, 2022-23 2023-24, 2024-25 and 2025-26.</p>	<p>The Bidder shall submit a CA certificate, statutory auditor report, P&L and Balance sheet copies with verifiable UDIN, for the respective financial years.</p> <p>(Bidder shall submit the CA certificate for Annual Financial Turnover in the format specified in prescribed proforma</p>
5.	<p>Relevant Past Experience of Bidder: The bidder, whether an Original Equipment Manufacturer (OEM) or an authorized distributor, must have supplied a minimum of 25000 electronic weighing machines in total to government or public sector projects in the last</p>	<p>Purchase Orders, Work Orders, Installation Certificates, and Client Certificates from government or public sector projects confirming the supply of electronic weighing machines (minimum 25000 units) during last five financial years (FY 2021-22 to FY</p>

Sl. No	Eligibility Criteria	Documents to be submitted by bidder
	five financial years (FY 2021-22 to FY 2025-26).	2025-26) as per prescribed annexures
6.	Certification Required: The bidder shall have a valid ISO 9001:2015 Certificate.	Copy of the valid ISO 9001:2015 Certificate.
7.	GST and PAN Required: The bidder shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN documents.
8.	Non-Blacklisting Declaration: The Bidder shall not have been blacklisted for fraud and corrupt practices by any Central Government or any State Government Organization / Department / PSU in India at the time of submission of the Bid.	Notarized Affidavit on Stam Paper of INR 100.00 (<i>for bidder and OEM separately, if bidder is not an OEM, i.e., bidder is an Authorized Dealer of OEM</i>)
9.	Power of Attorney , authorizing the bid signatory for this RFP	The Bidder shall submit a notarized Power of Attorney as per the prescribed format of RFP, authorising the signatory of the Bidder to sign and submit the Bid.
10.	Product Certifications and OEM Production Capacity Requirement: The Bidder must meet the following pre-qualification requirements. OEMs shall submit supporting documents as per the criteria outlined below, while Authorized Dealers must provide relevant certificates of the OEM whose Electronic Weighing Machines (EWM) they are proposing. 1. The offered model must have a valid Bureau of Indian Standards (BIS) certification. 2. Conformity European (CE) certification for the offered model 3. The OEM must have a minimum annual production capacity of 50,000 Electronic Weighing Machines, certified by the Industrial Department of the respective state.	Certificate to be submitted by the Bidder: 1. BIS Certificate to be submitted 2. CE Certificate to be submitted 3. Letter issued by the Dept. of Industries of respective state where the manufacturing unit is located. If the bidder is an authorized dealer, the supporting documents must be provided by the corresponding OEM that issued the MAF to the bidder.

NOTE:

- i. In the absence of the any supporting documents stated above, the bid will be rejected.
- ii. All self-certificates/undertakings shall be on company letterhead and duly signed and stamped by an authorized signatory of the Bidder, unless specified otherwise.

- iii. Bidder shall submit the duly filled Basic Eligibility Compliance form as specified in appropriate Annexure, in compliance with the above-mentioned Basic Eligibility Criteria. All required supporting documents should be attached with the Basic Eligibility Compliance Form.
- iv. F&CP department reserves the right to seek clarifications if any, regarding the documents submitted or any information furnished by the bidder.
- v. The bid must include proof of submission of the Tender Fee and Earnest Money Deposit (EMD) as required in the RFP. A copy of the proof must be attached to the Pre-Qualification Compliance Sheet.
- vi. The eligible Bidder would be required to present the supporting documents, in original or self-attested by authorized signatory, on the date to be notified by F&CP to enable F&CP to physically verify the authenticity of the documents scanned and uploaded in the portal.
- vii. Bidder shall be electronic weighing machines manufacturer or Authorized Distributor of the OEM.

6.2 Tender Opening and Bid Evaluation Methodology

- a) All bids will first be evaluated for Pre-Qualification Criteria as specified in the RFP document. The bidder must meet all the eligibility requirements set forth, including submission of necessary documents such as the Tender Fee, Earnest Money Deposit (EMD), company profile, financial statements, and any other required certifications.
- b) Only those bidders who fulfill the pre-qualification criteria and provide complete and compliant documents will be shortlisted for the next stage of the bidding process.
- c) Only those Technical Bids, whose proposed Electronic weighing machine comply with the technical specification given on Annexure-VIII shall be considered for further evaluation. In this regard the Bidder should provide a compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company.
- d) A maximum of two representatives from each Participating Organization would be allowed to attend the Tender Opening. The Bidder's representatives, who may choose to attend the session, should attend the Tender opening at the Date and time mentioned in the Bid Data Sheet or as per the Date and Time revised in the subsequent communication given by the Department.
- e) During bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete and eligible, whether required bid security has been furnished and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.
- f) To assist in the scrutiny, evaluation and comparison of offers, the Department may, at its discretion, ask some or all the Bidders for clarification of their offers on any of the points mentioned therein and the same may be sent through email, facsimile. No change in the prices or substance of the bid shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the Department in the evaluation of the bids.

6.3 Technical Bid Evaluation

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

- a) Bid Evaluation Committee shall evaluate and compare the technical bids that have been determined to be substantially responsive.
- b) Bid Evaluation Committee shall review the Technical Proposal along with Eligibility Criteria.
- c) Eligible bidders scoring => 70 points in the Technical evaluation shall only be considered for financial bid evaluation.
- d) The Financial Proposals/Bids of only those Bidders who have been qualified in the Technical Proposal will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address mentioned in the Bid Data Sheet.
- e) Technical Proposals of bidders shall be evaluated by the Bid Evaluation Committee as per the criteria mentioned below and allot technical scores to the bidders.
- f) The Bid Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations/non-conformances.
- g) The Bid Evaluation Committee reserves the right to accept or reject any bid, and to annul the Tender process 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 Bidder(s) of the grounds for this action.
- h) The Bid Evaluation Committee constituted by the Food and Consumer Protection Department, Govt. of Bihar will evaluate the responses to the Tender and all supporting documents / documentary evidence. To assist in the examination, evaluation, and comparison of bids, F&CPD, at its discretion, may ask the bidder for clarification or confirmation of the compliance of its bid. The request for clarification or confirmation of compliance and the response shall be in writing. However, no post-bid clarification or confirmation of compliance at the initiative of the bidder shall be entertained. Inability to submit the requisite supporting documents or documentary evidence may lead to rejection of the bid(s).
- i) If the Bidder does not provide clarifications sought above within the specified time, its Proposal shall be liable to be rejected. In case the Proposal is not rejected, the Bid Evaluation Committee may proceed to evaluate the Proposal by construing the particulars requiring clarification to the best of its understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Bid Evaluation Committee

Technical Bid Evaluation and Marking/Scoring Criteria

S. N	Description	Maximum Score	Supporting Documents to be submitted by bidder
A	Product(s) proposed in the technical proposal comply with the Technical Specifications for electronic weighing machines with a capacity of at least 200 Kgs to be installed at FPS Shops and 3 Tonnes capacity to be installed in SFC Godowns, as mentioned in required technical specifications	Mandated / Pre-Requisite for further evaluation.	Technical Specifications datasheet of proposed model and Compliance sheet as per prescribed Annexures
B	Technical Evaluation Framework	100 Marks	
1	Bidders Turnover: The Bidder shall have a minimum average annual financial turnover of Rs. 25 Crores (Rupees Twenty-Five Crores only) in any five	15	The Bidder shall submit a CA certificate, statutory auditor report, P&L and

S. N	Description	Maximum Score	Supporting Documents to be submitted by bidder
	<p>financial years, during the period from FY 2020-21, 2021-22, 2022-23 2023-24, 2024-25 and 2025-26.</p> <ul style="list-style-type: none"> • > 25 <=50 Cr - 10 points • > 50Cr - 15 points 		<p>Balance sheet copies with verifiable UDIN, for the respective financial years.</p> <p>Note: Bidder shall submit the CA certificate for Annual Financial Turnover in the format specified in prescribed proforma</p>
2	<p>The bidder, whether an Original Equipment Manufacturer (OEM) or an authorized distributor, must have supplied a minimum of 25000 electronic weighing machines in total to government or public sector projects in the last five financial years (FY 2021-22 to FY 2025-26).</p> <p>Marking Criteria: > 25000 <=50000 - 10 Points > 50000 – 15 Points</p>	15	<p>Purchase Orders, Work Orders, Installation Certificates, and Client Certificates from government or public sector projects confirming the supply of electronic weighing machines (minimum 25000 units) during last five financial years (FY 2021-22 to FY 2025-26) as per prescribed annexures</p>
3	<p>The bidder must have prior experience in supplying Class-III Electronic Weighing Machines to Government Departments or Public Sector Undertakings (PSUs) in India in last five financial years, during the period from FY 2021-22, 2022-23 2023-24, 2024-25 and 2025-26. The bidder should have successfully executed projects with a value of ₹10 Crores (Cr) or more for each project.-</p> <p>10 Cr to 20 Cr = 5 Marks >20 Cr to 30 Cr = 10 Marks >30 Cr to 40 Cr = 15 Marks Above 40 Cr = 20 Marks</p> <p>Note: For the purpose of technical evaluation, only the single eligible project with the highest executed value (among all qualifying projects) shall be considered for awarding marks under this criterion. The value of the project shall be supported by relevant documentary evidence such as Work Order/LoA and Completion Certificate or CA-certified payment proof.</p>	20	<p>The bidder must demonstrate experience in supplying Class-III Electronic Weighing Machines to Government Departments or PSUs in India during the period specified in RFP. Supporting documents required include work orders or contracts, completion/performance certificates, clearly stating the project value. A project experience summary sheet detailing project names, client information, duration, and scope of work must also be provided as per prescribed proforma/Annexure</p>

S. N	Description	Maximum Score	Supporting Documents to be submitted by bidder
4	<p>The Bidder must have prior experience in the supply, commissioning, and maintenance of at least 10,000 Electronic Weighing Machines, including integration with e-Point of Sale (e-PoS) devices. This experience must be from Government Departments or Public Sector Undertakings (PSUs) within the last five financial years (2021-22 to 2025-26).</p> <p>Marking Criteria:</p> <ul style="list-style-type: none"> •Completion of a single successful integration project of 10,000 EWMs – 1 Marks •Completion of a single successful integration project of 15,000 EWMs – 2 Marks •Completion of a single successful integration project of 20,000 EWMs – 3 Marks •Completion of a single successful integration project of 25,000 EWMs – 4 Marks •Completion of a single successful integration project of more than 25,000 EWMs or more – 5 Marks <p>Note: In case a bidder has completed more than one eligible project, only one project with the highest applicable EWM integration category will be considered for evaluation and marking. Multiple projects shall not be clubbed or considered cumulatively for the purpose of scoring.</p>	5	<p>The bidder must provide copies of work orders, contracts, or completion certificates that clearly outline the scope of work, including the supply, commissioning, and maintenance of electronic weighing machines integrated with e-PoS devices. These documents should specify the number of units supplied, commissioned, and maintained.</p> <p>(The Bidder shall submit their response as per Annexure prescribed in RFP)</p>
5	<p>Approach & Methodology:</p> <ul style="list-style-type: none"> • Help desk Solution = 6 Marks • Support & Maintenance = 6 Marks • Training Plan = 3 Marks 	15	<p>The bidder shall submit a PowerPoint presentation containing the specified sections, in addition to the bid documents, for review. The table of contents for the presentation shall be referred to as per RFP prescribed Annexure. The bidder is required to present the PowerPoint during the evaluation process and also submit a copy of the presentation along with the bid</p>

S. N	Description	Maximum Score	Supporting Documents to be submitted by bidder
			documents.
C	<p>Technical Demonstration/Proof of Concept (PoC): The bidder must demonstrate the seamless integration of the Electronic Weighing Machine (EWM) with the existing e-POS devices installed at Fair Price Shops (FPS) and State Food Corporation (SFC) Godowns. The integration must support multiple communication interfaces, including:</p> <ul style="list-style-type: none"> • Bluetooth connectivity • USB port compatibility • RS-232 communication <p>The weighing machine should accurately transmit the weight of food grains directly to the integrated e-POS devices for real-time data processing.</p>	30	<p>The Bidder(s) shall provide a proof of concept (PoC) implementation of the proposed weighing machine at their own cost, demonstrating all its features at the installation site to ensure compliance. A certificate confirming the PoC completion must be submitted. Additionally, the Bidder must demonstrate the integration of the Electronic Weighing Machine (EWM) with the existing e-POS devices at FPS and BSFCSCCL godowns in Bihar.</p>
	Total Marks	100	

- F&CP Department or any other authorized representatives reserves right to visit (or conduct telephonic verification) bidder's customer location where such a similar project execution has taken place.
- Bidders who score overall 70 points or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation.

6.4 Financial Bid Opening

- i. Food and Consumer Protection Department (F&CPD), Govt. of Bihar will not open financial bids until the Bid Evaluation Committee has completed Technical Evaluation.
- ii. F&CP department will open the Financial Bids of only eligible Bidder(s), in presence of the nodal officer / designated representatives of the Bidder who choose to attend, at the time, date and place, as decided and communicated by F&CPD.
- iii. Financial bids from Bidder(s) who did not qualify in the Technical Evaluation will not be opened.
- iv. Authorization letter in the name of the person attending financial bid opening meeting needs to be submitted on the letterhead of the Bidder during Financial bid opening.
- v. Prices shall be quoted entirely in Indian Rupees. The prices shall be on a fixed price basis and should not be linked to the foreign exchange. The accommodation, travel

expenses, logistics, freight charges, Octroi and any other expenses for completing the Scope of Work, should be borne by selected Bidder. The Charges/fees quoted should be inclusive of all taxes, duties, etc., and the same shall be deducted as per provisions of law. The Bidder who has quoted the lowest all-inclusive price would be declared as L1 bidder.

- vi. If there is any discrepancy in the financial bid it will be dealt as per the following:
- a) If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price shall be corrected accordingly.
 - b) If any one of the items to be filled as prescribed in financial form is received blank, then it will be treated as zero (0).
 - c) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
 - d) If there are variations between the price quoted in figures and words, the lowest of the two will be adopted.
 - e) If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of F&CPD, the bid is liable to be rejected.
 - f) If the Bidder does not accept the correction of errors, the bid will be rejected and the EMD may be forfeited.

6.5 Financial Bid Evaluation

1. The Financial Bids of technically qualified bidders (i.e., scoring ≥ 70 points) will be opened on the prescribed date in the presence of authorized representatives of bidders.
2. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
3. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
4. Any conditional bid will be rejected.
5. If there is no price quoted, the bid shall be declared as disqualified.

6.6 Selection of the Bidder(s)

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

- a) The Bidder, who has submitted the lowest Commercial bid, as per the format provided in this RFP document /form on the Department website shall be termed as the L1 bidder.
- b) Similarly, bidders quoting second and third lowest financial bid will be termed as L2 and L3 bidders.

- c) In case the L1 bidder fails to accept the financial offer or does not sign the agreement within the stipulated time period as specified in the Letter of Intent (LoI) or Work Order, despite being found eligible, the bid shall be deemed cancelled, and the Earnest Money Deposit (EMD) shall be forfeited in accordance with the bid terms. The Tender Accepting Authority reserves the right to offer the contract to the L2 bidder, provided the L2 bidder matches the L1 quoted rate and all other terms and conditions of the bid. Such consideration shall be subject to prior approval from the competent authority.
- d) Formula to be adopted for arriving at Lowest Commercial Bid (L1) –

Considering:

Parameter	Value
Total No. of FPS in the State	55304
Total No. of BSFC godowns in the State	800
Weightage Allocated to FPS	98.5%
Weightage Allocated to SFC Godowns	1.50%
Commercial Bid Formula	98.5 x Q1+ 1.50 x Q2

Where,

Q1 – Rate per weighing machine per month of 200 Kgs to be installed at FPS Shop” in Bihar

Q2 - Rate per weighing machine per month of 3 Tonnes to be installed at SFC Godowns” in Bihar

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

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

7) Scope of Work

The indicative scope of work of bidder(s) for “**Supply, Installation and Maintenance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), Integrated with Electronic Point of Sale (e-POS) Devices in Bihar**” shall include:-

1. Supplier’s Responsibility for Supply, Installation, Commissioning, and Maintenance:

The Supplier shall be responsible for supply, installation, commissioning, and maintenance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), integrated with Electronic Point of Sale (e-POS) Devices as per the minimum specifications given in the RFP.

The supplied Electronic Weighing Machines should carry a 05 (five) years warranty (i.e. covering five years of comprehensive onsite warranty including 02 (two) years of OEM warranty) from the date of acceptance sign-off (Go-Live in state). The period of such engagement shall be for 05 (five) years covering five years of comprehensive onsite warranty including 02 (two) years of OEM warranty, on its hardware and associated software. The

selected vendor will also be responsible for maintenance of the Electronic Weighing Machines.

2. **Compliance Demonstration by Supplier:** The Supplier shall demonstrate the compliance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), integrated with Electronic Point of Sale (e-POS) Devices, as per the RFP/contract.
3. **Current Requirement and Future Changes:** The current requirement for electronic weighing machines includes approximately 55,304 units with a minimum capacity of 200 kg for deployment at Fair Price Shops (FPSs) and around 800 units with a 3-ton capacity for installation at SFC godowns. These machines are to be integrated with the existing Electronic Point of Sale (e-POS) devices at the respective locations. The number of FPSs in a district and number of BSFC godowns is subject to change in the future.
4. **Stock Availability for Breakdowns (Buffer Stock):** The Supplier shall maintain a buffer stock of spare parts and Electronic Weighing Machines with a minimum capacity of 200 kg for Fair Price Shops (FPS) and 3 tons for BSFC godowns at the district level across the state. The buffer stock at the district level should be equivalent to 5% of the spare parts and 5% of the total electronic weighing machines (include both 200kg and 3 ton of EWMs) deployed within the district. This reserve stock will be used to ensure the prompt replacement of faulty machines at FPS and BSFC godowns, ensuring uninterrupted operations.
5. **Proof of Concept (POC) Implementation:** The Bidder(s) shall provide a proof of concept (PoC) implementation of the proposed weighing machine at their own cost, demonstrating all its features at the installation site to ensure compliance. A certificate confirming the PoC completion must be submitted. Additionally, the Bidder must demonstrate the integration of the Electronic Weighing Machine (EWM) with the existing e-POS devices at FPS and BSFC godowns in Bihar.
6. **Penalty for Delay in Repair/Replacement:** In the event of any delay in the repair or replacement of electronic weighing machines, a penalty shall be imposed on the Supplier for each such incident. The Supplier shall certify the availability of Electronic Weighing Machines (minimum 200 kg capacity for Fair Price Shops and 3 Tonnes capacity for 800 SFC godowns) in good working condition. This certification shall be submitted to the respective District Office on a monthly basis, with a copy included in the Monthly Project Report to be submitted to the Food and Consumer Protection Department.
7. **Increased Stock Requirement Due to Delays:** If the Department determines that the stock of Electronic Weighing Machines (minimum 200 kg capacity for Fair Price Shops and 3 Tonnes capacity for SFC godowns) maintained at the district level is inadequate, leading to delays in the replacement of faulty machines and subsequent disruption in the distribution of food grains, the Department reserves the right to mandate an increase in the stock of such machines. These weighing machines, integrated with Electronic Point of Sale (e-POS) devices, shall be scaled up as per the revised stock percentage to be maintained by the Supplier.
8. **Compliance with Approved Specifications:** The Supplier shall ensure that all components of the Electronic Weighing Machines (minimum 200 kg capacity for approximately 55,304

Fair Price Shops and 3 Tonnes capacity for approximately 800 SFC godowns), strictly adhere to the approved technical specifications. Under no circumstances will items with deviations in specifications or short supplies be accepted. The Supplier shall test and certify all devices prior to their delivery to the Department, ensuring full compliance with the approved standards.

9. Packing and Handling of Goods: The Supplier 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.

10. Requirement Gathering at BSSFCSCCL Godowns: The successful bidder shall conduct a site visit to the State Food Corporation (SFC) Godowns to assess and identify any civil work requirements necessary for the installation of platforms for the 3-Ton Electronic Weighing Machines. The bidder shall submit a detailed assessment report to the department, highlighting the specific Godowns that require such civil work, within two weeks from the date of contract signing.

Upon receipt of the site assessment report, the SFC will ensure that the site is prepared in accordance with the specifications provided by the successful bidder. The SFC will complete the necessary civil work within two weeks from the date of submission of the site assessment report by the successful bidder.

11. Installation and support for EWMs: The installation of Electronic Weighing Machines (EWMs) shall be managed as follows:

- 1. At the Godown Level:** The installation of EWMs at the State Food Corporation (SFC) Godowns will be coordinated and managed by the District Magistrates under the Bihar State Food & Civil Supplies Corporation Ltd. (BSFCSCCL).
- 2. At the Fair Price Shop (FPS) Level:** The installation of EWMs at the Fair Price Shops (FPS) will be the responsibility of the successful bidder. The concerned FPS dealer, along with the Marketing Officer or Supply Inspector, will provide support to ensure the proper installation at the FPS level.

The successful bidder must ensure that the EWMs are installed in full compliance with the technical specifications outlined in the RFP. In addition, the bidder is required to provide necessary training and support to the relevant personnel at both the Godown and FPS levels to ensure effective operation and performance compliance.

12. Post-Delivery Inspection: The Supplier shall deploy technically qualified representatives to install the supplied Electronic Weighing Machines (minimum 200 kg capacity for approximately 55,304 Fair Price Shops and 3 Tonnes capacity for approximately 800 SFC godowns), integrated with Electronic Point of Sale (e-POS) devices. A designated officer from the Department will inspect the installed equipment and complete a post-delivery inspection report. Any equipment found to be defective during the inspection will be handed over to the Supplier's authorized representative, with the quantity and details of such defective equipment clearly documented in the post-delivery inspection report.

13. Support for Faulty Machines: The bidder is also required to provide support to the Department in reference to faulty Electronic Weighing Machines (Minimum 200 kg Capacity

for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), integrated with Electronic Point of Sale (e-POS) Devices. They would be required to replace/fix/provide resolution as per the terms and conditions of this RFP document. The entire cost of replacement, including transportation from the Manufacturing Plant or Port of Landing to the FPS location, shall be borne by the concerned bidder.

14. Project Management Team Deployment: The successful bidder shall deploy the following manpower to ensure effective implementation and support of the project: At least one (1) Project Manager shall be deployed at the State Headquarters for overall project coordination, management, and oversight. A District Coordinator shall be deployed at each district headquarters to oversee the operations and provide on-ground support to the Fair Price Shops (FPS) and SFC Godowns. The bidder shall ensure that the deployed personnel possess the required qualifications and technical expertise to manage, monitor, and maintain the equipment as per the requirements of the RFP.

Role	Educational Qualifications	Minimum Experience	Other Relevant Criteria
Project Manager	<ul style="list-style-type: none"> Minimum MBA/ MCA, B.E./B.Tech, BCA, or an equivalent postgraduate/graduate degree in management, engineering, or computer applications or Information Technology from a government-recognized university in India. 	<ul style="list-style-type: none"> Minimum 2 years of experience with the Government Sector Minimum 7 years of overall experience in IT / ITeS / System Integration Industry 	<ul style="list-style-type: none"> Should be well-versed in speaking English and Hindi
District Coordinator	<ul style="list-style-type: none"> Minimum B.Tech/B.E. or Graduation in IT, Computer Science, Electronics, Electrical Engineering, or an equivalent degree from a recognized university. 	<ul style="list-style-type: none"> Minimum 5 years of experience in Helpdesk and Support management for IT / ITeS / System Integration Projects Minimum 3 years of experience managing multi-location IT training and support 	<ul style="list-style-type: none"> Relevant experience in Helpdesk and Support Lead/Manager roles Should be well-versed in speaking English and Hindi
Helpdesk Support Executives	<ul style="list-style-type: none"> Graduate in any discipline (preferably in Engineering, Electronics, or Computer Science) from a recognized university in India. 	<ul style="list-style-type: none"> Minimum 2 years of experience in providing technical support, troubleshooting, or maintenance of electronic devices or systems (experience with electronic weighing machines or point-of-sale (POS) devices will be preferred). Experience in customer service or helpdesk roles in a technical environment 	<ul style="list-style-type: none"> Should be well-versed in speaking English and Hindi Basic computer literacy, including proficiency in MS Office and ticketing software.

15. Future Increase in Fair Price Shops: In the event of an increase in the number of Fair Price Shops within the State in the future, the Supplier shall be obligated to provide services to

these additional shops in accordance with the finalized rates, terms, and conditions outlined in this RFP document.

16. Modifications and upgrades: The Bidder shall, at no additional cost, undertake any modifications, upgrades, or integrations to the electronic weighing machines, hardware, or e-POS integration as required by the Central/State Government due to technological advancements or regulatory requirements, ensuring uninterrupted operations at FPS and SFC Godowns.

17. Security of Electronic Weighing Machines: The security of the electronic weighing machines shall be the responsibility of the FPS shopkeeper upon their handover. In the event that an electronic weighing machine fails to function as expected due to defects arising from mishandling, misuse, abuse, physical damage, lightning, or unauthorized tampering, the System Integrator (SI) shall be responsible for its repair or replacement. To address issues of mishandling, misuse, abuse, physical damage, or unauthorized tampering by FPS shopkeepers, the Department shall form a committee comprising F&CP staff at the district level. If the committee determines that the damage was caused by such actions of the FPS shopkeeper, the cost of repair or replacement of the electronic weighing machine shall be borne by the FPS shopkeeper.

18. Factory Acceptance Testing (FAT): The System Integrator (SI) shall conduct Factory Acceptance Testing (FAT) for the electronic weighing machines prior to deployment at the Fair Price Shops (FPS) and SFC Godowns. The FAT shall verify the functionality, performance, and compliance of the weighing machines with the specified technical requirements. The testing must be carried out at the manufacturer's facility, and the SI shall provide a detailed report of the FAT results. The electronic weighing machines shall only be deployed at the FPS and BSFC godowns upon successful completion of FAT and submission of the FAT certificate.

7.1 Features of Weighing machine:

Features of Weighing Machine- 200Kg capacity

1. The successful Bidder shall be responsible for system integration to enable data transfer from the Electronic Weighing Machines (EWS) to the e-POS devices deployed at Fair Price Shops across Bihar via Bluetooth, USB cable, and RS-232 connectivity. The Bidder must determine the compatible Bluetooth, USB, and RS-232 versions for seamless integration with the e-POS devices. In the event of any future upgrades or changes to the e-POS devices, the Bidder shall remain responsible for ensuring continued support and meeting the system integration requirements for all three connectivity options: Bluetooth, USB, and RS-232.
2. At any point of time the operating software has to be compatible with existing e-PoS machines.
3. Device should have features to prevent tampering and able to send a message to the ePOS if anyone tries to tamper it.
4. Weighing machine should be capable of weighing 3 to 4gunny bags at the time of receiving the material at FPS shops.

Parameter/ Feature	Specifications/ Requirements
Make & Model	Made in India

Parameter/ Feature	Specifications/ Requirements
Approval Required	Legal Metrology Department approval of model Rules 2011. Model Approval for the said Weighing Scale given by Legal Metrology Department, GoI, New Delhi.
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology authorities.
Certifications	ISO 9001-2015 certifications for offered model
OEM Certification	Required BIS Certificate for offered model
Class	Class-III
Capacity	Capacity should be 200 Kg, Accuracy-20gm with 50cmx50cm stainless steel top plate to be installed in FPS.
TARE Limit	Auto TARE limit selectable while machine is switched on
Battery Backup	Battery backup up to 6 hours
Interfaces/ Connectivity	USB, Bluetooth wireless technology & RS-232C interfaces provision to connect to e-PoS, computer, and other devices.
Display	The Scale should be supplied with bright LED display for User and Customer
Load cell and overload protection	Single ended shear beam shall withstand the loading conditions suitable for FPS. The machine should bear the impact load.
Features Required	<ol style="list-style-type: none"> 1. The electronic weighing machines must be brand new and compatible for integration with the existing e-PoS terminals, both in terms of hardware and application software, deployed at Fair Price Shops. 2. The electronic weighing machine shall be capable of integrating and communicating seamlessly with the existing e-PoS terminals deployed in Fair Price Shops across the state. It must support multiple connectivity options, including Bluetooth, USB, and RS232, ensuring full compatibility with both the hardware and application software of the e-PoS system. Additionally, the machine should be future-ready to accommodate any potential upgrades or changes in the e-PoS devices. 3. The electronic weighing machine shall be fully compatible with the existing e-PoS application software deployed at Fair Price Shops. If the machine operates using any software, it must ensure seamless integration with the e-PoS system without any compatibility issues. 4. Each weighing machine shall be with calibration certificate under Weights and Measures Act. 5. Sealing Provision as per Model Approval of Government of India or State government instructions. 6. The device should have suitable features to prevent tampering. 7. The EWM design should be Micro controller or processor based. 8. The EWM should be supplied with bright LED or VFD. 9. The EWM should be rugged to use in noisy and dusty environment. 10. Auto Calibration should be linked with jumper on the inside PCB. 11. Display for customers. 12. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval. 13. Availability of a test certificate from Government/NABL/ILAC accredited lab for the proposed model.
Renewal of License and Stamping	The successful bidder/System Integrator shall be responsible for the annual renewal of licenses and stamping of weighing machines as required by the Legal Metrology Department throughout the contract period. Any associated

Parameter/ Feature	Specifications/ Requirements
	costs shall be borne by the System Integrator.

Features of Weighing Machine- 3-Ton capacity

1. The successful Bidder shall be responsible for system integration to enable data transfer from the Electronic Weighing Machines (EWS) to the e-POS devices deployed at BSFC godowns across Bihar via Bluetooth, USB cable, and RS-232 connectivity. The Bidder must determine the compatible Bluetooth, USB, and RS-232 versions for seamless integration with the e-POS devices. In the event of any future upgrades or changes to the e-POS devices, the Bidder shall remain responsible for ensuring continued support and meeting the system integration requirements for all three connectivity options: Bluetooth, USB, and RS-232.
2. At any point of time the operating software has to be compatible with existing e-PoS machines/central server as described above.
3. Device should have features to prevent tampering and able to send a message to the ePOS if anyone tries to tamper it.
4. Weighing machine should be capable of weighing 60 gunny bags of 50 kg at a time.

Parameter/Feature	Specifications/Requirements
Make & Model	Made in India
Approval Required	Legal Metrology Department approval of model Rules 2011. Model Approval for the said Weighing Scale given by Legal Metrology Department, GoI, New Delhi.
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology authorities.
Certifications	ISO 9001-2015 certifications for offered model
OEM Certification	Required BIS Certificate for offered model
Class	Class-III
Capacity	Capacity should be 3 Tonnes, Accuracy-500gm with minimum size of 1500 mm x 1500 mm with heavy duty MS Checker platform.
TARE Limit	Auto TARE limit selectable while machine is switched on
Battery Backup	Battery backup up to 6 hours
Interfaces/Connectivity	USB, Bluetooth wireless technology & RS-232C interfaces provision to connect to e-PoS, computer, and other devices.
Display	The Scale should be supplied with bright LED display for User and Customer
Load Cell and Overload Protection	Single ended shear beam type-4 load cells shall withstand the loading conditions suitable for warehouses. The machine should bear the impact load.
Features Required	1. The electronic weighing machines must be brand new and compatible for integration with the existing e-PoS terminals, both in terms of hardware and application software, deployed at SFC Godowns.

Parameter/Feature	Specifications/Requirements
	<p>2. The electronic weighing machine shall be capable of integrating and communicating seamlessly with the existing e-PoS terminals deployed at the BSFC godowns across the state. It must support multiple connectivity options, including Bluetooth, USB, and RS232, ensuring full compatibility with both the hardware and application software of the e-PoS system. Additionally, the machine should be future-ready to accommodate any potential upgrades or changes in the e-PoS devices.</p> <p>3. The electronic weighing machine shall be fully compatible with the existing e-PoS application software deployed at SFC godowns. If the machine operates using any software, it must ensure seamless integration with the e-PoS system without any compatibility issues.</p> <p>4. Each weighing machine shall be with calibration certificate under Weights and Measures Act.</p> <p>5. Sealing Provision as per Model Approval of Government of India or State government instructions.</p> <p>6. The device should have suitable features to prevent tampering.</p> <p>7. The scale design should be Microcontroller or processor based.</p> <p>8. The Scale should be supplied with bright LED or VFD (Vacuum Fluorescent Display).</p> <p>9. The scale should be rugged to use in noisy and dusty environments.</p> <p>10. Auto Calibration should be linked with jumper on the inside PCB.</p> <p>11. Display for customers.</p> <p>12. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval.</p> <p>13. Availability of a test certificate from Government/NABL/ILAC accredited lab for the proposed model.</p>
Renewal of License and Standing	The successful bidder/System Integrator shall be responsible for the annual renewal of licenses and stamping of weighing machines as required by the Legal Metrology Dept. Any associated costs shall be borne by the System Integrator.

7.2 Development of Training Material & Training of FPS Dealers and F&CP Officials

1) Training Delivery:

The System Integrator (SI) shall conduct comprehensive training for all FPS dealers and officials on the operation, functionality, and usability of the electronic weighing machines. The training will cover the "Dos and Don'ts" of usage, as well as troubleshooting for basic/simple errors. The

SI will assess the number of training sessions required based on the total number of Fair Price Shops in each district.

2) Training Material Preparation:

The SI shall prepare and supply training materials in both English and Hindi, ensuring they are user-friendly. These materials will include updated contact information for the local office, helpdesk support numbers, and escalation points. The materials will be shared directly with FPS dealers/officials and through the District F&CP office for SFC godowns.

3) Online Access to Training Materials:

The SI shall upload the training materials to the departmental portal or mobile application, ensuring they are accessible online to all FPS dealers and officials for continuous reference.

4) Train the Trainer Program:

The SI shall implement a "Train the Trainer" program in each district, where at least five officials will be identified and trained as Master Trainers. These Master Trainers will be entrusted with the responsibility of providing refresher training to both existing and new FPS dealers every three months.

5) Training Reports and Assessments:

The SI shall conduct a Training Needs Assessment and develop a Training Plan on a monthly basis. The SI shall also assess the impact of the training provided every quarter. All reports related to the Training Needs Assessment, Training Plan, and Impact Assessment shall be submitted to the Department as part of both the Monthly Project Report and the Project Inception Report.

7.3 Deployment of Trained Manpower and Setting Up Local Office

7.3.1 The SI shall deploy sufficient resources to plan and manage the installation and regular maintenance, health check-up of weighing machine devices in the area of operations as well as need-based replacement of the battery, display, or any other component of the weighing machine. The SI shall ensure that the weighing machine devices are delivered and installed in a safe and secure manner.

7.3.2 The SI will have to provide sufficient technical manpower at each district and SHQ to ensure seamless operation at FPS. The technical team of SI shall comprise of at least one Project Manager at State HQ and a nodal officer/ District Coordinator at every district, The personnel of the SI will pay regular visits to FPS and handle field calls. This team shall be responsible to address any kind of technical or operational issue being faced by the FPS dealers on a priority basis and shall ensure the weighing machines are in working condition on a regular basis.

7.3.3 SI will ensure that the list of all the staff SHQ/district/Helpdesk-wise along with their email id and mobile number is shared with the F&CP Department. Details of staff along with contact details need to be made available to the Department and FPS dealers.

7.3.4 The SI shall also be required to share the escalation matrix along with the name of the project director and senior executive of the company with the F&CP Department.

7.4 Maintenance, Support, and Warranty for Electronic Weighing Machines

7.4.1 Maintenance and Support

- I. The System Integrator (SI) shall provide maintenance and support services in accordance with the service level agreements outlined in this RFP document.
- II. The SI shall cooperate with third-party external auditors for conducting certifications and audits. Additionally, the SI will assist in improving processes by addressing audit points and taking corrective actions as necessary.
- III. The SI shall ensure that at least 5% of the total machines to be installed within any district are kept as additional stock at each district level to address any breakdowns. The stock maintained should be sufficient to facilitate the timely replacement of faulty machines at the Fair Price Shops (FPS) and SFC godowns. In case of delays in the repair or replacement of machines, the SI will be penalized for each incident.

7.4.2 Warranty Period of Supplied Electronic Weighing Machines

- I. The SI shall provide only new, branded electronic weighing machines with a comprehensive onsite warranty period of five (5) years from the date of acceptance sign-off. This warranty shall cover both hardware and associated software components, along with all other terms and condition mentioned in the warranty clause.
- II. The SI is required to provide comprehensive support and maintenance for a period of 60 months (five years) from the date of acceptance sign-off. This includes both hardware and associated software, and all repairs or maintenance required during this period must be covered under the warranty.
- III. The warranty shall cover all components and sub-components of the supplied electronic weighing machines, including any patches, upgrades, and device drivers at no additional cost.
- IV. If any parts are found defective or require replacement during the warranty period, the SI must replace the parts or the entire product, as necessary, to restore the equipment to full working condition. All replacements must be made free of charge.
- V. Throughout the entire contract period of 60 months, the cost of all repairs and maintenance shall be fully borne by the System Integrator (SI). No additional costs over the quoted amount will be paid or reimbursed to the SI during the five-year period (60 months) from the date of acceptance sign-off.

7.5 Implementation Plan

Sr. No.	Key Activities	Completion Timeline
1	Signing of Contract	T
2	Kickoff Meeting and Submission of Project Inception Report	T+1 week

Sr. No.	Key Activities	Completion Timeline
3	Requirement Gathering and Finalization of Deployment Plan	T+3 weeks
4	Implementation of State-Level Help Desk and Deployment of Support Staff at District Level & State Level	T+4 weeks
5	Delivery of Electronic Weighing Machines at FPS and SFC Godowns	T+6 weeks
6	Installation and Integration of 200kg Machines with e-POS at 55,304 FPSs	T+10 weeks
7	Installation and Integration of 3-Ton Machines with e-POS at 800 SFC Godowns	T+12 weeks
8	Capacity Building and Training for FPS Dealers and Godown Staff	T+14 weeks
9	Go-Live at all Locations (FPSs and SFC Godowns)	T+16 weeks

7.6 Operations and Help Desk Support for Electronic Weighing Machines

The Bidder shall ensure smooth and timely commissioning and operation of electronic weighing machines integrated with e-POS devices by deploying sufficient resources.

Help Desk Requirements:

- **Centralized Help Desk:** Operates Monday to Saturday, 8:00 A.M. to 6:00 P.M., excluding Bihar Government holidays.
- **Toll-Free Number:** To be provided by the Bidder, with capacity to handle concurrent calls.
- **Team Size:** Minimum 4 personnel at the state level; additional resources to be deployed based on call volumes.

Responsibilities of the Help Desk:

1. **System Deployment:** Provide a web-based system for registering, logging, and monitoring complaints, including MIS report generation.
2. **Complaint Handling:** Address issues related to:
 - Non-functioning or defective weighing machines and components.
 - Calibration or accuracy issues.
 - Software or connectivity problems with e-POS integration.
3. **Complaint Resolution:** Generate unique tickets for all complaints, log resolution times, and address issues over the phone or through onsite visits by expert personnel.
4. **Closure and Reporting:** Confirm complainant satisfaction before closing tickets, and provide monthly MIS reports detailing complaint status, response, and resolution times.

Additional Requirements:

- Adhere to SLA provisions for resolution timelines and penalties for delays.

- Regular MIS reports on complaint details, response times, and resolutions.

The Bidder must ensure efficient helpdesk operations to meet the requirements of FPS owners and the Department.

8) Exit Management

8.1 Purpose

- a) This clause sets out the provisions which will apply on expiry or termination of the “Contract Agreement”. In the case of termination of the Contract Agreement due to any illegal activity performed by the vendor during/as part of the activities related to the project, the Government of Bihar, shall have the right to, at its sole discretion; apply this clause with or without seeking an appropriate remedy from the vendor.
- b) The Parties shall ensure that their respective associated entities, in case of the client, Government of Bihar or its nominated agencies carry out their respective obligations set out in this Exit Management.

8.2 Transfer of Assets

- a) The Government of Bihar 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 F&CP Department, Government of Bihar 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.
- b) 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.
- c) That the products and technology delivered to the Client during the contract term or on expiry of the contract duration must not be sold or re-used or copied or transferred by vendor to other locations apart from the locations mentioned in the RFP without prior written notice and approval of the Department. All the project components (Weighing machine, software and hardware components) used, including project documentations etc. used by SI for the F & CP Department, Government of Bihar shall be the legal properties of the F&CP Department.

8.3 Transfer of Ownership

Upon the successful completion of the 5-year contract period, starting from the Go-Live date of the project, the ownership of all Electronic Weighing Machines (EWMs) installed at the Fair Price Shops (FPS) and State Food Corporation (SFC) Godowns shall be transferred to the Food and Consumer Protection Department, Government of Bihar, at no additional cost. The transfer of ownership shall include all associated hardware, software, and any other relevant assets required for the functioning of the EWMs. This transfer is contingent upon the satisfactory completion of all contractual obligations, including the maintenance of the EWMs, adherence to performance metrics, and submission of all relevant documentation confirming the proper functioning and compliance of the equipment.

9) Payment Schedule

9.1 Payment Terms and Conditions

- a) Following the completion of the tender evaluation process, the Tendering Authority will issue Purchase Orders to the successful bidder. Subsequently, an agreement shall be executed between the Food and Consumer Protection (F&CP) Department, Government of Bihar, and the successful bidder.
- b) The System Integrator (SI) will be paid a fixed monthly fee per Fair Price Shop (FPS) equipped with an Electronic Weighing Machine (EWM) of 200 kg capacity and per SFC godown equipped with an EWM of 3 Ton capacity for a period of 60 months. Payment shall be made based on the actual number of weighing machines installed at the respective locations after achieving 100% Go-Live status and upon issuance of a Go-Live Certificate/Clearance Certificate from the respective district offices.
- c) Payments will be made monthly after deducting any applicable penalties as outlined in this RFP.

9.2 Payment Process

- a) The System Integrator (SI) shall submit a monthly invoice to the Food and Consumer Protection Department, Government of Bihar, along with all necessary supporting documents.
- b) The invoice must include:
 - A detailed SLA deviation report specifying any deviations from the agreed Service Level Agreements (SLAs).
 - The calculated amount of penalties (if applicable) for SLA breaches.
 - Certification from the respective district office confirming Go-Live status shall be mandatory for payment processing until the statewide Go-Live is achieved across Bihar. Post Go-Live completion across Bihar, payments shall be based on the SLA adherence reports and system-generated data, subject to verification by the Food and Consumer Protection Department.
- c) The F&CP Department, Government of Bihar, shall review the submitted invoice and supporting documents. Payments will be processed after making necessary adjustments for:
 - Liquidated damages, if applicable.
 - Penalties levied due to deviations or non-compliance with the SLAs.
- d) The Department shall release the payment to the System Integrator within 15 days of receipt of the monthly invoice, subject to the completion of the review and after adjusting any applicable penalties or deductions.

9.3 SLA Monitoring and Penalty Calculation

- a) The System Integrator (SI) shall generate SLA adherence reports and submit them to the Food and Consumer Protection (F&CP) Department, Government of Bihar, on a monthly basis.
- b) The F&CP Department reserves the right to independently review and verify the SLA performance reports submitted by the System Integrator. Based on this verification, the Department will determine and impose penalties, if required, as per the terms of the agreement.

- c) The Project Management Unit (PMU) of the department shall assist in evaluating the SLA Monitoring Report submitted by the System Integrator to ensure accuracy and compliance with the agreed terms.
- d) The System Integrator shall deploy an SLA monitoring tool for accurate tracking of performance metrics and calculation of penalties to ensure compliance with SLA requirements.
- e) In case of repeated SLA breaches (three instances within a six-month period), the Food and Consumer Protection Department reserves the right to impose additional penalties, terminate the contract, or both.
- f) Any failure to submit SLA adherence reports for two consecutive months shall result in withholding of payments until compliance is achieved.

10 Penalties

10.1 Penalties for Breach of SLA

Penalties shall be imposed for any breach of the Service Level Agreement (SLA) by the System Integrator (SI) and will be deducted from the monthly invoice. If the repair or replacement of equipment/parts exceeds the specified timeframe, the SI shall provide standby equipment of similar configuration with a valid verification certificate for use in Bihar. Repeated service defaults may result in vendor blacklisting and forfeiture of the Performance Guarantee. The stamping and certification of replaced equipment within the stipulated timeframe, as defined in this RFP, shall be the sole responsibility of the SI. The Food & Consumer Protection Department shall not be liable for any delays or non-compliance.

10.2 Liquidated Damages for Delay in Project Execution

The System Integrator (SI) shall be liable for Liquidated Damages (LD) in case of delays in the supply, installation, commissioning, and integration of electronic weighing machines (EWMs) with e-POS devices at Fair Price Shops (FPSs) and BSFC godowns as per the following terms:

Delay Period	Penalty Imposed
Up to 4 weeks	0.5% of contract value per week of delay
Beyond 4 weeks up to 6 weeks	1% of contract value per week beyond 4 weeks
Beyond 6 weeks up to 8 weeks	2% of contract value per week beyond 6 weeks
Beyond 8 weeks	5% of contract value per week beyond 8 weeks
Beyond 100 days	Contract Termination + Forfeiture of Performance Bank Guarantee (PBG)

In case, if the delay goes beyond a period of one hundred (100) days, the F&CP Department may reserve the right to terminate the contract. Department in such

scenario will forfeit the Performance Bank Guarantee of the selected bidder. Any payment, if already made by the Department will also be recovered from the Vendor/SI.

In cases where delays in the supply of equipment or deliverables occur due to gross negligence or reasons solely attributable to the SI, the F&CP Department shall have the right to recover liquidated damages as per the penalty provisions in this RFP document or as mutually agreed in the contract.

The right to claim liquidated damages shall be without prejudice to any other rights and remedies available to the F&CP Department under the contract and applicable laws.

10.3 Maximum Penalty Limit:

The total amount of Liquidated Damages for delay shall not exceed 10% of the total contract value.

10.4 Procedure for Representations on Delays

In the event of any delay, the SI may be given an opportunity to present its case before the F&CP Department by submitting a written explanation detailing the reasons for the delay, along with justifications and any mitigating factors. The SI must also provide supporting evidence in cases of unavoidable delays, such as those arising due to force majeure conditions. However, the decision of the F&CP Department shall be final and binding on the SI, and no further appeals will be entertained.

11 Service Level Agreement (SLA)

11.1 Objective of Service Level Agreement

This Service Level Agreement (SLA) establishes the service standards, performance criteria, monitoring mechanisms, penalty provisions, and dispute resolution processes for the System Integrator (SI) responsible for the supply, installation, commissioning, and maintenance of electronic weighing machines on a rental basis. These machines shall be fully integrated with electronic point-of-sale (e-POS) devices at Fair Price Shops (FPS) and BSFC godowns across Bihar. The SLA defines the bidder’s obligations to ensure timely delivery and adherence to the Performance Indicators specified in the RFP document. Compliance with these SLAs is essential to maintaining seamless and efficient operations at both FPS and SFC Godowns.

11.2 Definition of SLA Terms

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

Sl.	SLA Terms	Definition
1	Uptime	Shall mean the time period for which the availability of the specified device/ services / components with specified technical and service standards are working as

Sl.	SLA Terms	Definition
		intended and available to FPS Dealer.
3	Downtime	Shall mean the time period for which the specified device/ services / components with specified technical and service standards are not available to FPS Dealer and excludes the scheduled planned outages.
4	Transaction	Shall mean sale of PDS commodities at the FPSs to the intended PDS beneficiaries using the weighing machine integrated with ePoS device installed and maintained by the SI(s).
5	Incident	Refers to any Complaint / Event / Abnormalities reported in the functioning of weighing machine devices commissioned at the FPSs that may lead to disruption in normal FPS operations.
6	Support	Shall mean, during Business hours the helpdesk team shall provide Handholding support, Device malfunction reporting, Troubleshooting ticketing, other related enquiries, calls / communications by the F&CP Department and/or FPS Dealers during the period of contract.
7	Device Malfunction	Shall mean any issue / problem that impairs the functionality of the device externally or internally making the device inoperable and(or) working in compromised condition with no or reduced functionality and(or) any other unintended operation through the device.
8	Response Time	Shall mean the time from the report of incident at the successful bidder's help desk to the time bidder's technician / engineer attended the reported incident.
9	Resolution Time	Shall mean the time taken by the bidder's technician / engineer after the incident has been assigned to him / her in resolving, diagnosing, troubleshooting, fixing or replacing the faulty device at FPS level and followed by closing the incident by the bidder's helpdesk in confirmation with the FPS Dealer.
10	Monitoring	Shall means continuous monitoring of the service level of the RFP document. The field level monitoring and supervision shall be carried out by the District F&CP offices.
11	Penalty	Shall mean deductions/recoveries to be made from the total monthly payable to the vendor for that month in INR from the invoices of the bidder as specified herein due to non-response, inefficiency, under performance and delayed service by the SI. This shall also include any non-compliance of the terms and conditions of the contract.

11.3 Scope of Service Level Agreement

The SI shall be responsible for the following:

(i) Supply, Installation, Commissioning, and Maintenance

The System Integrator (SI) shall be responsible for the supply, installation, commissioning, and maintenance of electronic weighing machines across Bihar. This includes 200 kg capacity electronic weighing machines at 55,304 Fair Price Shops (FPSs) and 3-ton capacity electronic weighing machines at 800 State Food Corporation (SFC) Godowns. The SI must ensure that all machines are installed, tested, and calibrated as per industry standards before being declared operational. Routine maintenance, preventive servicing, and immediate rectification of faults shall be carried out to ensure uninterrupted service and accuracy in weighing.

(ii) Integration with e-POS Devices

The SI shall integrate all deployed weighing machines with electronic point-of-sale (e-POS) devices to enable seamless real-time data transmission to the central server. The integration should ensure accurate recording and monitoring of weight data during food grain distribution, maintaining transparency and preventing any discrepancies in

transactions. The SI shall ensure compliance with the prescribed data protocols, security standards, and interoperability with existing systems.

(iii) Ongoing Maintenance, Troubleshooting, and Support

To ensure the smooth functioning of the weighing machines, the SI shall provide ongoing maintenance, troubleshooting, and support services throughout the contract period. Any technical faults, hardware failures, or integration issues must be addressed promptly to avoid disruption in the functioning of FPSs and SFC Godowns. The SI shall deploy necessary technical personnel to handle troubleshooting requests and ensure the defined resolution timelines are met.

(iv) Helpdesk & Support Services

Centralised Helpdesk: Operates Monday to Saturday, 8:00AM to 6:00PM, excluding Bihar Government Holidays.

(v) Deployment of Manpower at the State & District Level

The SI shall deploy a dedicated team at the State PMU Office to oversee implementation, integration, and monitoring of the weighing machines. Additionally, at the district level, one District Coordinator per district shall be responsible for ensuring operational efficiency, timely resolution of technical issues, and maintaining proper reporting mechanisms. This workforce shall provide necessary on-ground support to FPS dealers and SFC officials, ensuring seamless execution of the project.

(vi) Buffer Stock of 5%

To ensure uninterrupted service and swift replacement of faulty devices, the SI shall maintain a buffer stock of 5% spare parts and electronic weighing machines at strategic locations across Bihar. This stock shall be readily available for immediate deployment in case of hardware failures or technical issues, minimizing operational downtime at FPSs and SFC Godowns.

(vii) Adherence to Implementation Plan & Go-Live Date

The SI shall strictly adhere to the implementation schedule outlined in the RFP, ensuring timely supply, installation, commissioning, and integration of the weighing machines as per the defined Go-Live timeline. Any delay in meeting the Go-Live date shall attract penalties as per the SLA clauses. The SI is required to provide regular progress updates and ensure corrective actions in case of deviations from the approved plan.

11.4 Services provided by the System Integrator

The Bidder shall be responsible for delivering services as per the awarded contract, ensuring smooth operations at various levels. Services must be provided at Fair Price Shops (FPS) within the designated contract area, guaranteeing uninterrupted operations in line with contractual obligations. Additionally, the Bidder shall extend its services to the Food & Consumer Protection (F&CP) Department on specified days, supporting the effective management and monitoring of the Targeted Public Distribution System (TPDS). Furthermore, the Bidder is required to deliver services at State Food Corporation (SFC) godowns across Bihar, ensuring efficient storage, handling, and distribution of food grains to

maintain the integrity of the Public Distribution System (PDS). All services must strictly adhere to the Service Level Requirements (SLR) outlined in the Request for Proposal (RFP), meeting predefined standards of quality, timeliness, efficiency, and operational compliance.

11.5 Service Level Metrics & Performance Requirements

Sr. No	Service Category	Performance Parameters	Measurement	Penalties for Non-Compliance
1	Supply, Installation, Commissioning, and Integration of Electronic Weighing Machines at FPS and BSFC godowns across all districts of Bihar	The System Integrator (SI) shall ensure the timely supply, installation, commissioning, and integration of Electronic Weighing Machines (EWMs) with e-POS devices at all Fair Price Shops (FPSs) and State Food Corporation (SFC) Godowns across all districts of Bihar, achieving Go-Live as per the timelines specified in the Implementation Plan in this RFP.	Go-Live achieved in all districts as per the Implementation Plan.	Penalties for non-compliance will be as per Section 8.2 (Liquidated Damages for Delay in Project Execution) of this RFP.
2	Weighing Accuracy of the Electronic Weighing Machine	Accuracy as per BIS/Legal Metrology Standards	Accuracy must be maintained within permissible deviations as specified by the Legal Metrology Department/BIS	Any calibration issue must be rectified within 72 hours of complaint registration, including obtaining the necessary stamping from the Legal Metrology Department, where applicable. Failure to resolve the issue within the stipulated timeframe shall result in a penalty of INR 2,000 per incident per day of non-resolution.
3	Hardware Functionality	1. Non-Calibration Issue: Hardware issues that do not require recalibration of the Electronic Weighing Machines installed at FPS and BSFC godowns and do not require stamping by the Legal Metrology Department	Must be resolved within 24 hours of reporting to the Helpdesk and ticket generation	Failure to resolve the issue within 24 hours shall attract a penalty of INR 2,000 per incident for each additional day of non-resolution.
		2. Calibration Issue: Issues requiring recalibration of Electronic Weighing Machines installed at FPS and SFC Godowns, including necessary stamping by the Legal Metrology Department.	Must be resolved within 72 hours of complaint registration and lodging at the Helpdesk	Failure to resolve the issue within 72 hours shall attract a penalty of INR 2,000 per incident for each additional day of non-resolution.
4	Helpdesk Availability & Manpower	The Bidder shall ensure that manpower availability for the helpdesk is not less than 25 days per month.	Compliance shall be monitored monthly,	A fine of ₹1,000 will be imposed for each instance where manpower availability is less than 25

Sr. No	Service Category	Performance Parameters	Measurement	Penalties for Non-Compliance
		Additionally, the average response time for lodged emails or calls should be no more than 2 hours.	ensuring adherence to manpower availability and response time requirements.	days in a month and for any delay in complaint logging exceeding 2 hours.
5	State Level/ District Level Manpower	The Bidder shall ensure the availability of designated manpower at the State and District levels as per contract requirements, with leave aligned to government holidays. In addition to government holidays, each staff member will be granted 12 days of annual leave. Any leave beyond the 12 days, including holidays, must be pre-approved by the designated F&CP officer.	Manpower availability will be monitored annually, allowing for a maximum of 12 days of unavailability per year, excluding government holidays.	If manpower unavailability exceeds 12 days in a year, a fine of ₹1,000 will be imposed for each additional day beyond the 12-day limit.
6	Preventive Maintenance	Quarterly maintenance and calibration of Electronic Weighing Machines at the Fair Price Shops and BSFC godowns in Bihar.	100% compliance every quarter	In case the Bidder fails to conduct preventive maintenance (PM) within six months of delivery, or the last PM conducted, a penalty of ₹100 per week per equipment will be imposed, subject to a maximum of ₹400 per equipment per month. If this continues, the Department may request an explanation from the Bidder and may consider blacklisting or revoking the Bank Guarantee for the cost of the equipment as per the terms outlined in the LoI/MSA.
7	Manpower Deployment at Helpdesk/ SHQ/ DHQ	Deployment of State & District-level support team and Helpdesk Team	100% deployment within 30 days of contract signing, in accordance with the implementation plan of this RFP.	A penalty of INR 10,000 will be imposed for each week of delay per manpower.

11.6 SLA Monitoring, Reporting & Compliance

The System Integrator (SI) shall submit monthly reports covering the following key aspects:

1. **Weighing Machine Performance:** Uptime, accuracy, and issues logged.

2. **Incident Resolution:** Summary of issues reported, resolved, and pending.
3. **Helpdesk Performance:** Call logs, response times, and resolution statistics.
4. **Preventive Maintenance Records:** Schedule adherence and actions taken.
5. **Manpower Deployment Report:** Status of deployed personnel at State and District levels.

The Food & Consumer Protection (F&CP) Department shall review these reports and take necessary actions in case of non-compliance. The reports mentioned above are indicative in nature, and the F&CP Department may require customized reports as per the project's requirements. The SI shall have the obligation to submit such reports as and when required by the department.

11.7 Project Performance Review and Monitoring

- a) The monthly performance review of the services provided by the Selected Bidder shall be conducted as part of the Project Review Meetings throughout the project lifecycle.
- b) These Monthly Project Review Meetings shall be chaired by the Principal Secretary/Secretary, Food & Consumer Protection (F&CP) Department, or a designated officer appointed by them, along with the Selected Bidder or their authorized representatives.
- c) The indicative agenda for these meetings shall include discussions on project progress, key priorities, service levels, and device performance concerning the locations of the Fair Price Shops (FPSs).
- d) The schedule (date, time, and venue) of the meetings shall be communicated by the Department. Additional meetings may be convened as required, at the request of either the Department or the Selected Bidder.
- e) Representatives from the District F&CP Department shall provide field-level insights regarding vendor performance and service level adherence during these meetings. This field-level data shall be utilized for Service Level Agreement (SLA) verification, particularly for parameters requiring on-ground validation.

11.8 Service Management of Service Level Agreement (SLA)

The SI shall provide a web-based SLA Monitoring Tool to facilitate real-time tracking and assessment of service level compliance.

Key Provisions

- The SI shall be responsible for ensuring that all field engineers and technicians are adequately trained to install, configure, and maintain the electronic weighing machines (EWMs) along with their integration with e-PoS devices.
- The SI shall establish a robust incident handling and resolution system to manage and track all reported issues related to EWMs. Designated authorities from the Food & Consumer Protection (F&CP) Department shall have access to incident logs, response times, resolution reports, and any other necessary records.
- In the event of non-compliance with service levels, the SI shall be subject to penalties as per the relevant sections of this RFP.
- Persistent breaches of the SLA may lead to contract termination as per the terms specified in this RFP.
- Once an incident is logged in the SI's support system, it shall be resolved either:

1. Remotely – The SI’s technician/engineer may resolve the issue over a call with the FPS owner/operator.
 2. On-site Visit – If required, a technician/engineer shall visit the respective FPS location to resolve the issue.
- The SI shall determine the most effective resolution method to minimize downtime and restore operations in the shortest possible time.

11.9 Penalty for Delay in Renewal and Stamping of Licenses

In case of a delay in the renewal of licenses or stamping of weighing machines beyond the grace period prescribed by the Legal Metrology Department:

- The penalty applicable for such delay shall be borne by the System Integrator (SI).
- The penalty amount will be adjusted from the monthly payment due to the SI.
- Continuous delays in compliance may lead to additional actions, including forfeiture of Performance Bank Guarantee, blacklisting, or termination of the contract, as per the terms outlined in the agreement.

The System Integrator is responsible for ensuring timely compliance to avoid penalties and service disruptions.

12 General Conditions of Contract

12.1 Contract Terms & Conditions

- a) The successful Bidder shall execute an agreement within 30 days from the ‘Award of Contract’ from the F&CP Department. Only in certain exceptional circumstances, on request for extension by successful bidder in writing, the Department reserves the right to grant an extension for appropriate period after getting satisfied with the reasons given.
- b) In addition to terms and conditions being mentioned hereunder, entire RFP including corrigenda issued shall be part of the agreement.
- c) On failure of execution of the agreement by the successful bidder, the EMD furnished will be forfeited.
- d) The EMD will be returned to successful bidder up on receipt of the Performance Bank Guarantee.

12.2 Performance Bank Guarantee (PBG)/ Security Deposit

- a) The SI shall be required to submit PBG of 10% of the contract value within 15 days of receipt of PO. The contract value, for the purpose of PBG, shall be arrived at using the following formula:

Contract Value=(Monthly rental rate per FPS weighing scale×Number of FPS weighing machines×60)+(Monthly rental rate per SFC Godown weighing scale×Number of SFC Godown weighing machines×60)

Contract Value=60×[(X×A)+(Y×B)]

Definitions:

- **X:** Monthly rental rate per FPS weighing scale.
 - **A:** Number of FPS weighing machines.
 - **Y:** Monthly rental rate per SFC Godown weighing scale.
 - **B:** Number of SFC Godown weighing machines.
 - **60:** Duration of the contract in months.
- b) The PBG should be issued by a Scheduled Commercial / Nationalised Bank in India in favour of Principal Secretary/Secretary, Food and Consumer Protection Department, Govt. of Bihar payable at Patna.
- c) The Supplier shall have to submit the PBG as per the format given at prescribed proforma/ Annexure given in the RFP.
- d) The PBG shall be denominated in the currency of the contract and furnished in the form of a Bank Guarantee. The bidder shall bear all associated charges related to the issuance and maintenance of the PBG. The PBG must remain valid for a duration of five years and six months from the date of signing the contract.
- e) Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized or Scheduled Bank, payable on demand, for the due performance and fulfilment of the contract by the Bidder.
- f) The Performance Bank Guarantee may be discharged/ returned by F&CPD upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee.
- g) In the event of the bidder being unable to service the contract for whatever reason, the Department would invoke the PBG. The Department shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default.
- h) Failure of the successful Bidder to comply with the requirement of submitting the Performance Bank Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD.
- i) F&CPD shall also be entitled to make recoveries from the Bidder's bills, performance bank guarantee, or from any other amount due, the equivalent value of any payment made due to inadvertence, error, collusion, misconstruction, or misstatement.

12.3 Access to the Client or Its Nominated Agencies' Locations

For the duration of the Electronic Weighing Machine project and to the extent necessary, the Client or its nominated agencies shall, subject to the System Integrator's adherence to any safety and security guidelines provided in writing, grant the System Integrator the following:

- a) Reasonable access to the Client's or its nominated agencies' locations on a 24/7 basis, similar to the access granted to the Client's or its nominated agencies' employees, for the purpose of fulfilling project obligations.
- b) Reasonable workspace, access to agreed-upon office equipment, and other related support services at such locations as necessary for the System

Integrator to perform its responsibilities under the project and the SLA. Such access to locations, office equipment, and services shall be provided on an "as is, where is" basis by the Client or its nominated agencies.

- c) The System Integrator shall ensure that its employees, agents, and contractors do not use the provided locations, services, or equipment for the following:
 - i. Transmitting any material that is defamatory, offensive, abusive, obscene, or menacing in nature; or
 - ii. Engaging in any activity that violates or infringes upon the rights of any individual, organization, or entity, including but not limited to copyright or confidentiality rights.

12.4 Conflict of Interest

A bidder must ensure the absence of any conflict of interest that may influence the selection process or the delivery of the solution ("Conflict of Interest"). Any bidder determined to have a conflict of interest will be disqualified, and in such cases, the department reserves the right to forfeit and appropriate the Earnest Money Deposit (EMD), if applicable, as a genuine pre-estimated compensation for the time, cost, and effort expended by the department, including the evaluation of the bidder's proposal. This forfeiture will be without prejudice to any other rights or remedies available to the F&CP Department, as stipulated in the bid security declaration or otherwise.

12.5 Duration of the engagement

The project duration shall be five (5) years, starting from the date of Acceptance Sign-off. This includes a five-year onsite warranty, with the first two (2) years covered under the OEM warranty. The engagement may be extended further based on the service provider's performance, project requirements, and mutual agreement.

12.6 Extension of Contract

The initial contract period shall be for 60 months. Upon successful completion of this period, the contract may be extended for up to an additional 5 years, subject to mutual agreement and the bidder's satisfactory performance. The extension will be based on adherence to the Monthly SLA Monitoring Report and other performance metrics specified in the agreement. Please note that the extension will exclude the monthly rental for the Electronic Weighing Machines; however, Maintenance and Helpdesk services will be included during the extended period.

12.7 Taxes and Duties

Rates quoted should be inclusive of all applicable Taxes.

12.8 Transfer / Sub-Contracting

The bidder has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

12.9 Completeness of Contract

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

12.10 Suspension & Termination

Subject to the provisions mentioned here under this Agreement shall terminate at the expiry of the agreement term.

- a. Either party may terminate this Agreement if the other party breaches the terms of this Agreement and fails to rectify it within 30 days of receiving notice of breach.
- b. Either party with the consent of the other party can terminate this Agreement by giving a 30-day notice period by way of a written notice.
- c. The F&CP Department reserves the right to terminate the contract in case Supplier gets blacklisted by the Government of Bihar, or any other Ministry of Government of India, or any other State/UT Government/Administration during the course of Project, if Supplier is convicted in a legal/tax evasion case.
- d. F&CP Department reserves the right to terminate the contract if deductions on account of SLA penalties exceeds more than 10% of the total contract value continuously for 6 months. However, the SI needs to put all the efforts to bring the situation back to normalcy.
- e. The F&CP Department may serve written notice on Supplier at any time to terminate this Agreement with immediate effect in the event of a reasonable apprehension of bankruptcy of the Supplier.
- f. In the event that the F&CP Department terminates this Agreement due to the breach by the Supplier of the conditions of this agreement, the Department shall be entitled to invoke the Performance Guarantee.
- g. Upon expiry, this Agreement may be extended and/or renewed and/or taken over by the F&CP Department on behalf of Government of the subject to the terms of this Agreement.
- h. The Department may, at any time, terminate the engagement by giving 30-day written notice to the Supplier without any compensation (if the Supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Department)
- i. The engagement of the bidder shall be suspended, and the bidder may be blacklisted forthwith by the F&CP Department under following circumstances/reasons:
 - Violation of any condition of the tender/ contract or part of any condition of the tender contract of engagement, or
 - Deviation found in quality and quantity of the product supplied, or
 - On finding hardware as pirated or

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

12.11 Compensation for Termination of Contract

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

12.12 Amendment

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

- a. 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.
- b. 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.
- c. 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.

12.13 Resolution of Disputes

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

Any dispute or difference whatsoever arising between the parties to this Contract out of or relating to the meaning, scope, operation or effect of this Contract or the validity of the breach thereof, which cannot be resolved after informal negotiation, shall be referred to the Bihar

Public Works Contracts Disputes Arbitration Tribunal and will be governed by Bihar Public Works Contracts Disputes Arbitration Tribunal Act, 2008 (as amended from time to time). The place of arbitration proceeding will be held at Patna.

12.14 Legal Jurisdiction

All legal disputes are subject to the jurisdiction of Courts at Patna only.

12.15 Indemnity

The successful bidders/Supplier 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, (hardware etc.) and the services rendered under this tender.

12.16 Publicity

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

12.17 Performance Obligations

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

12.18 Training of FPS Dealers and Govt. Officials

Training sessions conducted by Supplier for the FPS dealers and identified Govt. Officials/ other key stakeholders shall be verified by authorized representatives of the F&CP Department, who will conduct a survey, collect feedbacks from the participants and submit a report on quality and effectiveness of the training provided by the SI. The F&CP department shall bear the costs & provide the Venue for the trainings.

12.19 Force Majeure

- a) Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.
- b) For purposes of this clause, “Force Majeure” means an event beyond the control of both the parties (Govt. & SI) and not involving both the parties and not involving the fault of both the parties and negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on both the parties.
- c) In the event of a Force Majeure situation, the System Integrator shall be required to notify the Food & Consumer Protection Department in writing within fifteen (15) days from the date of occurrence of such event, clearly detailing the nature, cause, and likely impact on the ongoing contractual obligations. Failure to provide such timely notice shall disqualify

the System Integrator from claiming any relief under this clause. The applicability of Force Majeure and any consequent relief, including extension of timelines or waiver of penalties, shall be subject to the written acceptance of the Department, which shall assess the nature and extent of impact on the project activities. Unless otherwise directed by the Department, the System Integrator shall continue to perform all unaffected obligations under the contract and shall explore and implement all reasonable alternative means to mitigate the effects of the Force Majeure event.

- d) The Department may also discuss the issue with the supplier and revise the existing timelines for the Project. If the supplier does not complete the supply of equipment's in accordance with the revised timelines, the Department will have the option to invoke the Performance Guarantee and/or terminate this Agreement.
- e) If an event of Force Majeure continues for a period of Sixty (60) days or more, the parties may, by mutual agreement, terminate the Contract without either party incurring any further liabilities towards the other with respect to the Contract, other than to effect payment for services already delivered or performed.
- f) The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following classes of events and circumstances and their effects:
 - (i) Natural Events ("Natural Events") to the extent they satisfy the foregoing requirements including:
 - Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon.
 - Explosion or chemical contamination (other than resulting from an act of war).
 - Epidemic such as plague.
 - Any event or circumstance of a nature analogous to any of the foregoing
 - (ii) Other Events ("Political Events") to the extent that they satisfy the foregoing requirements including:
 - Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage.
 - Any act of Government
 - Strikes, work to rules, go-slows which are either widespread, nation- wide, or state-wide and are of political nature.
 - Any event or circumstance of a nature analogous to any of the foregoing

12.20 Right to terminate the process

F&CP Department reserves the right to accept or reject any tender offer, and to annul the tendering process and reject all tenders at any time prior to award of control, without thereby

incurring any liability to the affected vendor(s) or any obligation to inform the affected vendor(s) of the grounds for such action.

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

12.21 Confidential Information

Either party may receive confidential information from the other party in connection with the performance of this Agreement, which includes, but is not limited to, information about donors and potential donors, personal profiles of beneficiaries and employees, business and strategic plans, financial information, and relationships with governmental entities, as well as any information specifically designated as confidential by the owner or that the receiving party knows or reasonably should know is not publicly known. Neither party shall disclose or use such confidential information without the prior written consent of the owner, except when disclosure is required by law, in which case the disclosing party must notify the other party and, if practicable, provide an opportunity to defend against such disclosure. Confidential information does not include information that is publicly available or readily ascertainable from public sources. Upon termination or expiration of the agreement, each party must destroy or return all confidential information in its possession and certify its destruction if requested by the owner. Both parties are required to enforce these obligations with respect to their employees.

12.22 Jurisdiction of the Court

In the event if any dispute arises out of this contract, the jurisdiction of the court shall be at Patna for both the parties.

12.23 Personnel

The System Integrator (S.I.) shall bear sole responsibility for the payment of its personnel performing the services under this assignment. F&CPD shall in no way be responsible for any claims or rights of the selected bidder's personnel/employees deployed under this agreement. In respect of any of the System Integrator (S.I.) employees/personnel, the System Integrator (S.I.) will bear exclusive responsibility for the payment of wages to the persons engaged by it, in compliance with all statutory obligations under all related legislations as applicable from time to time, including but not limited to the Minimum Wages Act, Employees Provident Fund, ESI Act, etc., and all taxes including income tax, National Insurance, or social security contributions within any relevant jurisdiction, pension benefits, health or other welfare benefits, and any other liability, deduction, contribution, assessment, or claim arising from or made in connection with payments made by F&CPD to the selected bidder. The System Integrator (S.I.) may agree to defend, indemnify, and hold harmless F&CPD and its officers, employees, successors, and assigns against any claims made by a relevant tax authority relating to the selected bidder's fees, tax, insurance, or benefits arising out of or in connection with the selected bidder's performance of this assignment.

12.24 Transfer/Sub-Contracting

The bidder shall not have the right to assign, transfer, bargain, sell, sublet, or otherwise dispose of the contract or any part thereof. Additionally, the bidder shall not allow any third party to take benefit or advantage of the current contract or any part of it.

13 ANNEXURES to this RFP

13.1 Annexure I: Technical Bid Submission Checklist

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

S. No	Document Name	Required Format / Annexure	Submitted (Yes/No)
1.	Covering Letter for Technical Proposal	As per Annexure III	
2.	Statement of No Deviation	As per Annexure-IV	
3.	Audited Balance Sheets for Last 5 Financial Years as required in the RFP	As per Annexure-V	
4.	Compliance Sheet for Electronic Weighing Machines (200 Kg & 3 Ton Capacity) Product datasheet/ specification	As per Annexure-VI-A and Annexure -VI-B	
5.	Declaration for Not Being Blacklisted by Any Government Entity	As per Annexure-VII	
6.	Purchase Orders, Work Orders, Installation Certificates, and Client Certificates confirming the supply of a minimum of 25,000 Electronic Weighing Machines to Government Departments or Public Sector Undertakings (PSUs) in India during the last five financial years (FY 2021-22 to 2025-26)	As per Annexure-VIII A/B/C	
7.	Work Orders / Client Certificates demonstrating experience in supplying Class-III Electronic Weighing Machines to Government Departments or Public Sector Undertakings (PSUs) in India during the last five financial years (FY 2021-22 to 2025-26).	As per Annexure-VIII A/B/C	
8.	Project Experience Summary Sheet (Project Name, Client, Duration, Scope, Value)	As per Annexure-VIII A/B/C	
9.	Work Orders / Client Certificates for Integration of Electronic Weighing Machines with e-POS Devices.	As per Annexure-VIII A/B/C	
10.	PowerPoint Presentation on Approach & Methodology (Help Desk Solution, Support & Maintenance, Training Plan)	As per Annexure-IX	
11.	Proof of Concept (PoC) Demonstration Certificate for Integration of Weighing Machine with e-POS at FPS & SFC Godowns	Issued by the client after successful PoC	
12.	Proof of submission of Tender Fee	From Bihar E-Proc2.0 Website	
13.	Proof of Submission of EMD	From Bihar E-Proc2.0 Website	
14.	Power of Attorney	As per Annexure X	
15.	Authorization Letter Format from OEM/Manufacturer	As per Annexure XI	
16.	Basic Eligibility Compliance Form	As per Annexure XVII	

S. No	Document Name	Required Format / Annexure	Submitted (Yes/No)
17.	Bid Security/ EMD submission proforma (if submitted in form of Bank Guarantee)	As per Annexure XVIII	
18.	Certificate to be submitted by the Bidder:	BIS Certificate to be submitted	
		CE Certificate to be submitted	
19.	Manufacturer Authorisation Certificate issued by OEM	As per Annexure XI	
20.	The bidder shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN documents.	
21.	The bidder shall have a valid ISO 9001:2015 Certificate.	Copy of the valid ISO 9001:2015 Certificate.	

13.2 Annexure II: Format for submission of pre-bid queries

Name of Bidder:

Send queries in the following format only:

S. No	Section	Clause No.	Page No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required/ Suggestions if any

Name of Authorized Personnel:

Contact Number of Authorized Person:

Date of submission: DD/MM/YYYY

Note: Pls send pre-bid queries in format as specified above in editable excel through email (e-Mail ID: foodbihar@gmail.com)

13.3 Annexure III: Covering Letter for Technical Bid
Cover letter (on bidder's letterhead)

To

The Principal Secretary/ Secretary,
Food and Consumer Protection Department,
Old Secretariat Building,
Patna

Sub: Submission of Technical Proposal

Ref: RFP for Selection of Supplier for Supply, Installation Commissioning and Maintenance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), Integrated with Electronic Point of Sale (e-POS) Devices in the state of Bihar (RFP No: _____ Dated: ___/___/_____)

Dear Sir/Madam,

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

We attach hereto our responses to Technical requirements.

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

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

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 120 days from the due date of submission of proposal.

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

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

Following are the particulars of our organization:

Sl.	Description	Details (To be filled by the bidder)
1.	Name of the Company	
2.	Official Address	
3.	Phone No. and Fax No.	
4.	Corporate Headquarters Address	
5.	Phone No. and Fax No.	
6.	Web Site Address	
7.	Details of Company's Registration (Please enclose copy of the company registration document)	
8.	Name of Registration Authority	
9.	Registration Number and Year of Registration	
10.	Quality Certificates (ISO 9001:2015) or Higher and its validity	
11.	GST Registration No.	
12.	Permanent Account Number (PAN)	

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

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

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

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

13.4 Annexure IV: Statement of No Deviation

(On Bidder's Letterhead)

To
The Principal Secretary / Secretary
Food and Consumer Protection Department
Old Secretariat Building
Patna

Sub: Undertaking of No deviation from RFP terms and conditions of this RFP

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 200 Kgs (compatible with e-POS devices) at all FPSs Shop 55304 (Appx.) & 3 Tonnes capacity electronic weighing machines at all 800 BSFC godowns in the State of Bihar. (RFP No: _____ Dated: /_/)

Dear Sir/Madam,

I/we, authorized representative(s) of M/s. << _____ bidder co./firm name _____ >> would like to state that in the proposal submitted by us, there are no deviations from the RFP Terms & Conditions and Technical Specification of electronic weighing machines capacity of at least 200 Kgs (compatible with e-POS devices) at all FPSs Shop 55304 (Appx.) & 3 Tonnes capacity electronic weighing machines at all 800 SFC Godowns." proposed for this engagement.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

13.5 Annexure V: Audited Balance Sheets for Last 5 Financial Years as required in the RFP

(On Bidder's Statutory Auditor's letterhead)

Turnover Certificate

Date: DD/MM/YYYY

This is to certify that we M/s _____ are the statutory Auditors of M/s. _____ and that the below mentioned calculations are true as per the Audited Financial Statements of M/s. _____ for the below mentioned years:

Sr. No	Financial Years	Annual Turnover (in Rupees)
1.	2020-21	
2.	2021-22	
3.	2022-23	
4.	2023-24	
5.	2024-25	
6.	2025-26 (If Available)	
	Average Annual Turnover of between FY _____ to FY _____	

We are also attaching Audited Annual Financial Statements (Balance Sheet & Profit and Loss Statements) for all the corresponding years reported above.

Signature

Name

Date:

Place:

CA Membership ID:

UDIN:

13.6 Annexure VI: Minimum Technical Specifications and compliance requirements of Electronic Weighing Machines Required in this RFP

Annexure VI-A: Technical Specification Compliance Checklist of Electronic Weighing Machine- 200Kgs at FPS

Parameter/ Feature	Specifications/ Requirements	Compliance (Yes/ No)
Make & Model	Made in India	
Approval Required	Legal Metrology Department approval of model Rules 2011. Model Approval for the said Weighing Scale given by Legal Metrology Department, GoI, New Delhi.	
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology authorities.	
Certifications	ISO 9001-2015 certifications for offered model	
OEM Certification	Required BIS Certificate for offered model	
Class	Class-III	
Capacity and weighing platform size	Capacity should be 200 Kg, Accuracy-20gm with 50cm x 50cm stainless steel top plate to be in machines required for FPS outlets	
TARE Limit	Auto TARE limit selectable while machine is switched on	
Battery Backup	Battery backup up to 6 hours	
Interfaces/ Connectivity	USB, Bluetooth wireless technology & RS-232C interfaces provision to connect to e-PoS, computer, and other devices.	
Display	The Scale should be supplied with bright LED display for User and Customer	
Load cell and overload protection	Single ended shear beam shall withstand the loading conditions suitable for FPS. The machine should bear the impact load.	
Features Required	<ol style="list-style-type: none"> 1. The electronic weighing machines must be brand new and compatible for integration with the existing e-PoS terminals, both in terms of hardware and application software, deployed at Fair Price Shops and BSFC godowns. 2. The electronic weighing machine shall be capable of integrating and communicating seamlessly with the existing e-PoS terminals deployed in Fair Price Shops & BSFC godowns across the state. It must support multiple connectivity options, including Bluetooth, USB, and RS232, ensuring full compatibility with both the hardware and application software of the e-PoS system. Additionally, the machine should be future-ready to accommodate any potential upgrades or changes in the e-PoS devices. 3. The electronic weighing machine shall be fully compatible with the existing e-PoS application software deployed at Fair Price Shops and BSFC Godowns. If the machine operates using any software, it must ensure seamless integration with the e-PoS system without any compatibility issues. 	

Parameter/ Feature	Specifications/ Requirements	Compliance (Yes/ No)
	<ol style="list-style-type: none"> 4. Each weighing machine shall be with calibration certificate under Weights and Measures Act. 5. Sealing Provision as per Model Approval of Government of India or State government instructions. 6. The device should have suitable features to prevent tampering. 7. The scale design should be Micro controller or processor based. 8. The Scale should be supplied with bright LED or VFD. 9. The scale should be rugged to use in noisy and dusty environment. 10. Auto Calibration should be linked with jumper on the inside PCB. 11. Display for customers. 12. Model, Accuracy, Maximum Capacity, Minimum capacity, Class, structure should be as per Model Approval. 13. Availability of a test certificate from Government/NABL/ILAC accredited lab for the proposed model. 	
Renewal of License and Stamping	The successful bidder/System Integrator shall be responsible for the annual renewal of licenses and stamping of weighing machines as required by the Legal Metrology Department throughout the contract period. Any associated costs shall be borne by the System Integrator.	

Annexure VI-B: Technical Specification Compliance Checklist for electronic weighing Machines – 3 Ton at BSFC SCL Godowns.

Parameter/Feature	Specifications/Requirements	Compliance (Yes/ No)
Make & Model	Made in India	
Approval Required	Legal Metrology Department approval of model Rules 2011. Model Approval for the said Weighing Scale given by Legal Metrology Department, GoI, New Delhi.	
Manufacturing License	Manufacturing License (Dealing License) from the concerned State Governments, issued by the Legal Metrology authorities.	
Certifications	ISO 9001-2015 certifications for offered model	
OEM Certification	Required BIS Certificate for offered model	
Class	Class-III	
Capacity	Capacity should be 3 Tonnes, Accuracy-500gm with 1850 mm x 1850 mm with heavy duty MS Checker platform.	
TARE Limit	Auto TARE limit selectable while machine is switched on	
Battery Backup	Battery backup up to 6 hours	
Interfaces/Connectivity	USB, Bluetooth wireless technology & RS-232C interfaces provision to connect to e-PoS, computer, and other devices.	
Display	The Scale should be supplied with bright LED display for User and Customer	
Load Cell and Overload Protection	Single ended shear beam type-4 load cells shall withstand the loading conditions suitable for warehouses. The machine should bear the impact load.	
Features Required	The electronic weighing machines must be brand new and compatible for integration with the existing e-PoS terminals, both in terms of hardware and application software, deployed at SFC Godowns.	
	The electronic weighing machine shall be capable of integrating and communicating seamlessly with the existing e-PoS terminals deployed at the BSFC godowns across the state. It must support multiple connectivity options, including Bluetooth, USB, and RS232, ensuring full compatibility with both the hardware and application software of the e-PoS system. Additionally, the machine should be future-ready to accommodate any potential upgrades or changes in the e-PoS devices.	
	The electronic weighing machine shall be fully compatible with the existing e-PoS application software deployed at SFC godowns. If the machine operates using any software, it must ensure seamless integration with the e-PoS system without any compatibility issues.	

Parameter/Feature	Specifications/Requirements	Compliance (Yes/ No)
	Each weighing machine shall be with calibration certificate under Weights and Measures Act.	
	Sealing Provision as per Model Approval of Government of India or State government instructions.	
	The device should have suitable features to prevent tampering.	
	The scale design should be Microcontroller or processor based.	
	The Scale should be supplied with bright LED or VFD (Vacuum Fluorescent Display).	
	The scale should be rugged to use in noisy and dusty environments.	
	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.	
	Availability of a test certificate from Government /NABL/ILAC accredited lab for the proposed model.	
Renewal of License and Standing	The successful bidder/System Integrator shall be responsible for the annual renewal of licenses and stamping of weighing machines as required by the Legal Metrology Dept. Any associated costs shall be borne by the System Integrator.	

13.7 Annexure VII: Declaration of not being Blacklisted

To
The Principal Secretary / Secretary
Food and Consumer Protection Department
Old Secretariat Building
Patna

Sub: Declaration for not being blacklisted by any Government Entity

Ref: Food & Consumer Protection Department, GoB RFP No.: _____
Dated: _____

Dear Sir/Madam,

In response to the above-mentioned RFP, I/We, the _____, as the
< _____ Designation _____ > of
M/s....., hereby declare that our
Company / Firm is not declared blacklisted for bidding by any State/Central Govt.,
Semi-government or PSU.

Yours Faithfully,

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

13.8 Annexure VIII: Past Work Experience Summary of the Bidder

Ref: [_____ Title of the RFP _____] published vide Advt. No. [Date _____]

The bidder must provide the following information as proof of experience in supplying, commissioning, and maintaining **Electronic Weighing Machines** and their integration with **Electronic Point of Sale (e-PoS)** devices at Fair Price Shops for Government Departments or PSUs as of the date of bid submission.

A. Details of Work Experience

Sl. No	Name of the Indenting Authority (Central Govt./ State Govt./ PSUs)	Work Order Number/Date	Work Order Value/ Contract Value	Number of Electronic Weighing Machines Supplied	No of EWM Supplied, Installed, Maintained & integrated with e-POS	Period of Contract	Page Number of Work Order Copy & Completion Certificate Enclosed
1							
2							

Important Instructions

A. Submission of Proof

- The bidder must attach **work order copies** and **work completion certificates** as evidence for the information provided above.
- For ongoing projects, a **client certificate** must be submitted stating the quantity of electronic weighing scales already supplied and the corresponding paid value for evaluation purposes.

B. Separate Sheets for Completed and Ongoing Projects

- The bidder must furnish the details for **completed projects** and **ongoing projects** on **separate sheets**.

[Authorized Signatory]

[Name].

[Designation]; [Official Address]; [Seal & Signature]

B. Relevant project experience

Electronic weighing machines supplied in the last 5 financial years (FY 2021-22 to FY 2025-26)

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

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

C. Experience of supplying electronic weighing machines for Government/ PSU in India.

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

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

(Signature of Bidder with Seal)

Name:

Capacity in which as signed:

Name & address of the Company/Firm:

Date:

Place:

13.9 Annexure IX: Technical Presentation & Project Approach / Methodology and plan

Bidders are required to prepare and submit a presentation covering the following key topics to demonstrate their approach, methodology, and solution capabilities:

1. **Help Desk Solution (6 Points):**
 - Proposed setup and management of the help desk.
 - Workflow for issue logging, prioritization, tracking, and resolution.
 - Escalation management process and adherence to response timelines.
 - Reporting, analytics, and performance monitoring mechanisms.
 - Creation and maintenance of a knowledge base for issue resolution.

2. **Support & Maintenance (6 Points):**
 - Comprehensive approach to system monitoring and routine maintenance.
 - Tools and techniques for troubleshooting and resolving issues.
 - Proactive measures for system optimization and uptime assurance.
 - Documentation and reporting mechanisms for incidents and resolutions.
 - Strategies for ensuring seamless operation and reducing downtime.

3. **Training Plan (3 Points):**
 - Training strategy for end-users and technical support staff.
 - Proposed content, modules, and delivery methodology for training sessions.
 - Scenario-based training, hands-on practice sessions, and feedback mechanisms.
 - Plans for continuous learning and capacity building.

Note: The above topics are suggestive in nature. Bidders are encouraged to include any additional points or innovative approaches they deem necessary to meet the specific requirements of the solution and enhance its effectiveness.

13.10 Annexure X: Proforma for Power of Attorney (on Rs.100/- stamp paper)

Know by all men by these presents, We _____ (Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr./Ms. _____ (name and residential address of Power of attorney holder) who is presently employed with us and holding the position of _____ as our Attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for the “RFP having RFP No. _____, published on date _____, for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 200 Kgs (compatible with e-POS devices) at all FPSs Shop 55304 (Appx.) & 3 Tonnes capacity electronic weighing machines at all 800 BSFC godowns in the state of Bihar”, including signing and submission of all documents and providing information responses to the F&CPD, representing us in all matters before F&CPD, and generally dealing with the F&CPD in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said Attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid Attorney shall and shall always be deemed to have been done by us.

For _____

Name:

Designation:

Date:

Time:

Seal:

Business Address:

Accepted,

_____ (Signature)

(Name, Title and Address of the Attorney)

Note:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

The Power of Attorney shall be provided on Rs.100/- stamp paper.

The Power of Attorney should be supported by a duly authorized resolution of the Board of Directors of the Bidder authorizing the person who is issuing this power of attorney on behalf of the Bidder.

13.11 Annexure XI: OEM issued Manufacturer Authorisation Form (MAF)

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

To
The Principal Secretary / Secretary
Food and Consumer Protection Department
Old Secretariat Building
Patna

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

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least **200 Kgs (compatible with e-POS devices) at all FPSs Shop 55304 (Appx.) & 3 Tonnes capacity electronic weighing machines at all 800 BSFC godowns in the state of Bihar.** (RFP No: _____, Dated: ____/____/____)

Dear Sir/Madam,

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

- <Name of Bidder _____> have due authorization from us to provide product(s) listed below and related services of warranty, licensing and maintenance on the products, to the Department, as per your RFP for selection of Supplier for Supply, Installation and Maintenance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), Integrated with Electronic Point of Sale (e-POS) Devices
- We endorse the terms and condition specified in the RFP, contracting and licensing terms provided by <Bidder name _____> to the Department.
- We endorse the warranty support for the products for a period of 60 months commencing from the date of acceptance sign-off. The warranty shall cover all the components and sub-components of the supplied electronic weighing machines capacity of at least 200 Kgs. (Compatible with e-POS devices) at all FPSs Shop 55304 (Approx.) & 3 Tonnes capacity electronic weighing machines at all 800 BSFC godowns including battery, screen, patches, and upgrades if any (free of cost) of the equipment.

- We also certify that the below mentioned product being supplied by the < _____ Bidder name _____ > meets the minimum specifications given in the RFP.

SI No.	Product Name	Remarks
1.	<Fill Model number and Product name _____> -For 200Kgs EWM at Fair Price Shops	
2.	<Fill Model number and Product name _____> -For 3 tons EWM at BSFCSCCL godowns.	

Yours Faithfully,

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

[Business Address]

13.12 Annexure XII: Proforma for Performance Bank Guarantee (PBG)

Ref: _____

[Date: _____]

To

The Principal Secretary / Secretary,
Food and Consumer Protection Department,
Old Secretariat Building,
Patna

Sub: Performance Bank Guarantee towards RFP for Supply, Installation, Commissioning and Maintenance of Electronic Weighing Machines at Fair Price Shops and Bihar State Food & Civil Supplies Corporation Limited Godowns in the State of Bihar.

Ref: RFP No. _____, Date: _____ for Supply, Installation, Commissioning and Maintenance of Electronic Weighing Machines at Fair Price Shops and Bihar State Food & Civil Supplies Corporation Limited Godowns in the State of Bihar (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), Integrated with Electronic Point of Sale (e-POS) Devices)

Dear Sir/Madam,

WHEREAS

M/s. (Legal name of bidder entity _____), a company registered under the Companies Act, 1956/2013, having its registered office at (address of the bidder), (hereinafter referred to as “our constituent”, which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assignees), agreed to enter into a contract dated (Herein after, referred to as “Contract”) with you the Department of _____ for selection of Supplier for Supply, Installation and Maintenance of Electronic Weighing Machines (Minimum 200 kg Capacity for Approximately 55,304 Fair Price Shops and 3 Tonnes Capacity for Approximately 800 SFC Godowns), Integrated with Electronic Point of Sale (e-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 in favour of the _____ 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 Five Years and Six Months from the date of signing of contract subject to the terms and conditions in the said Contract.

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

We hereby expressly waive all our rights to pursue legal remedies against the _____, Government of Bihar and other concerned Government Departments/ agencies of Government of India.

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

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

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

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

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

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

We hereby confirm that we have the power/s to issue this Guarantee in your favour under the Memorandum and Articles of Association/ Constitution of our bank and the undersigned is/are the recipient of authority by express delegation of power/s and has/have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

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

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

The PBG shall be remain valid for the period of five years and six months from signing of Contract.

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 laws of India, and we hereby submit to the exclusive jurisdiction of the courts at Patna for the purpose of any suit, action, or other legal proceedings arising out of or in connection with this Guarantee or its subject matter. Any such proceedings brought by you shall be subject to the jurisdiction of the competent courts at Patna, and we agree that such jurisdiction shall be final and binding.

Dated this Day 2022.

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.

13.13 Annexure XIII: Financial Proposal Covering Letter

(On bidder's Letterhead)

To
The Principal Secretary / Secretary
Food and Consumer Protection Department
Old Secretariat Building
Patna

Sub: Submission of Financial Proposal

Ref: RFP for Supply, Installation, Commissioning and Maintenance of Electronic Weighing Machines at Fair Price Shops and Bihar State Food & Civil Supplies Corporation Limited Godowns in the State of Bihar. (RFP No: _____ Dated: _____)

Dear Sir/Madam,

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

We attach hereto our responses to financial proposals as required by the RFP. We have applied for engagement of electronic weighing machines.

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 120 days from the date fixed for bid opening.

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

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

Thanking you,

Yours Faithfully

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

13.14 Annexure XIV: Financial Proposal Format

Ref: RFP for Selection of Supplier for Supply, Installation and Maintenance of electronic weighing machines capacity of at least 200 Kgs (compatible with e-POS devices) at all FPSs Shop 55304 (Appx.) & 3 Tonnes capacity electronic weighing machines at all 800 BSFC godowns in the State of Bihar. (RFP No: _____ Dated: _____)

The bidder(s) shall submit the monthly rental charges for the Electronic Weighing Machines to be deployed at both the Fair Price Shops (FPS) and the State Food Corporation (SFC) Godowns. The rental cost breakdown shall be provided as per the specified sub-component, in accordance with template A mentioned below:

A. Breakdown of Monthly Rental Charges for 200 Kg Capacity Electronic Weighing Machines at Fair Price Shops and 3-Ton Capacity Electronic Weighing Machines at SFC Godowns.

Sr. No	Component	Sub-component	Monthly Rental in INR
1	Lease rental fee for Electronic Weighing Machines to be deployed at FPS and SFC Godowns, as per the specifications detailed in the RFP document.	Monthly Lease Rental Charge for 200 Kg Capacity Electronic Weighing Machine per FPS as specified in the RFP.	
		Monthly Lease Rental Charge for 3 Ton Capacity Electronic Weighing Machine per SFC Godown as specified in the RFP.	
2	Maintenance and other services for Electronic Weighing Machines to be deployed at FPS and SFC Godowns, as per the specifications detailed in the RFP document.	Maintenance and Support Services for 200 Kg Capacity Electronic Weighing Machine at FPS per month, as per RFP, for a duration of five years.	
		Maintenance and Support Services for 3-Ton Capacity Electronic Weighing Machine at SFC godown per month, as per RFP, for a duration of five years.	
		Field Manpower Support as per the requirements specified in the RFP, for a duration of five years.	
3	Helpline Implementation and Support	Maintenance of Helpline for 5 years	

B. Format for submission of Financial Bid

#	Particulars	Monthly Rate per Weighing Machine (INR, Inclusive of GST, in Figures)	Monthly Rate per Weighing Machine (INR, Inclusive of GST, in Words)
1.	Supply, Installation, Commission and Maintenance of electronic weighing machines capacity of at least 200 Kgs for 5 years (compatible with e-POS devices) installed at FPS Shop” in Bihar (Q1)		
2.	Supply, Installation, Commission and Maintenance of electronic weighing machines capacity of at least 3 tons capacity for 5 years (compatible with e-POS devices/Central Server) installed at SFC Godowns” in Bihar (Q2)		
COMMERCIAL BID VALUE = (98.5 x Q1+ 1.50 x Q2)			

Instructions to the Bidder

1. The bidder submitting the lowest commercial bid, in accordance with the format specified for the submission of the Financial Bid in point (B) above, shall be designated as the L1 bidder.
2. The bidder must provide sub-component-wise pricing as per the template outlined in point A.
3. The bidder is required to quote price up to two decimal places.
4. The price to be quoted by the bidder shall be inclusive of all taxes, surcharges, expenses and any other financial cost or implication.
5. No additional payment shall be made to the bidder over and above the quoted price in column 2 & 3.

Thanking you,

Yours Faithfully

[Authorized Signatory]

[Designation]

[Place]

[Date and Time]

[Seal & Sign]

13.15 Annexure XV: Non-Disclosure Agreement (NDA) Format
(NON-DISCLOSURE AGREEMENT)

Ref. No. _____

Dated: _____

NON-DISCLOSURE AGREEMENT

This agreement is valid till a period of **Six years** from the date of work order, and is made by and between Food & Consumer Protection Department, Government of Bihar, Patna, (herein referred to as 'DISCLOSING PARTY') whose address is 'Food & Consumer Protection Department, Old Secretariat, Patna – 800015 (Bihar), India and M/s. (hereinafter referred to as Recipient)

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, in connection with disclosing party's office, supplier lists, supplier information, computer databases, creatives, content, digital media posts, SFC records, machine details, food grain supply details, account details and credentials, containing employee/citizen, files data and System information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, know-how", new product or new technology information, financial, policy, file information and decisions, project/program/ scheme details, budget, governance techniques and materials, timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, personnel information or any other information related to the project.

1. Purpose of Disclosure: Disclosing party is disclosing the Confidential Information to Recipient in order for Supply, Installation, Commissioning and Maintenance of Electronic Weighing Machines at Fair Price Shops and Bihar State Food & Civil Supplies Corporation Limited Godowns in the State of Bihar.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party.

If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition, upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in providing services to disclosing party, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise disclose any of

disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, System, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall be indemnified by the Recipient.

Exclusions: None of the following shall be considered to be "Confidential Information"-

- (a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;
- (b) Information which is readily ascertainable from sources of information freely/easily available in the general public;
- (c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies: Recipient acknowledges that disclosing party's Confidential information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. The Recipient acknowledges that, during the course of execution of this Agreement, it may receive information relating to the Department's internal processes, officials, vendors, service providers, systems, and other stakeholders engaged by the Disclosing Party for discharge of its official functions.

The Recipient hereby agrees that it shall not, directly or indirectly, without the prior written consent of the Disclosing Party, solicit, engage, contract with, or attempt to establish any independent commercial, contractual, or service relationship with any Department, office, agency, vendor, service provider, or personnel whose details are disclosed or become known to the Recipient solely as a result of this Agreement.

In the event the Recipient is found to have violated the above obligation, such action shall be deemed a material breach of this Agreement, and the Disclosing Party shall be entitled to take appropriate legal and contractual remedies as permissible under applicable laws, including termination of the contract, recovery of losses, and such other reliefs as may be available in law or equity.

This clause shall not apply where the Recipient can demonstrate, to the satisfaction of the Disclosing Party, that such relationship existed independently and prior to the disclosure of information under this Agreement.

5. No Rights Granted to Recipient: Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6. Miscellaneous Provisions:

- (a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.

(b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

(c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Patna.

i. Any or all disputes arising out or in connection with this agreement shall so far as may be possible to settled amicably between the parties within a period of thirty days from such dispute(s) arising.

ii. However failing such amicable settlement all disputes and differences, the parties shall be referred to a panel of three arbitrators, for conducting Arbitration in accordance with the provisions of applicable Act at the time of arbitration.

iii. The parties shall mutually ensure and co-operate with each other in the arbitral proceedings, so that the same can be concluded and awarded within a period of six months from the date of commencement of the arbitral proceedings.

iv. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.

v. The venue of arbitration shall be Patna.

(f) If any litigation is brought by either party regarding the interpretation or enforcement of this Agreement, the prevailing party will recover from the other all costs, attorney's fees and other expenses incurred by the prevailing party from the other party.

Signed on behalf of
Food & Consumer Protection Department, GoB,

Signature:

Name:

Designation with seal:

Date:

Signed on behalf of
M/s.

Signature:

Name:

Designation with seal:

Date

13.16 Annexure XVI: Proforma for CV of Project Management and Helpdesk Team Members Proposed by Bidder

Name of resource				
Proposed Designation				
Date of birth				
Education Qualification Details	PG Degree/PG Diploma name _____ from _____ Specialisation _____ Final score _____ year _____ UG Degree name _____ from _____ Specialisation _____ Final score _____ year _____ Intermediate(12th Std.) from _<board>_ Specialisation _____ Final score _____ year _____ Highschool(10th Std.) from _<board>_ Specialisation _____ Final score _____ year _____			
Employment Record	Organisation Name	Position Held	From Date	To Date
Work Undertaken that Best Illustrates Capability to Handle the Tasks under this RFP : <ol style="list-style-type: none"> 1. 2. 3. 4. 5. Professional Memberships and/or Certifications:				
S. no.	Certificate Name	Issued by	Certificate No.	Valid upto

Project-1:

Duration *(From Month/Year to Month/Year)*:

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

Project-2:

Duration *(From Month/Year to Month/Year)*:

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

Project-3:

Duration *(From Month/Year to Month/Year)*:

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

Project-4:

Duration *(From Month/Year to Month/Year)*:

Location:

Client name:

Employer name:

Positions held:

Main responsibilities/tasks handled:

Candidate Self-Certification

I, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, certifications and my work experience. I understand that any wilful misstatement described herein may lead to my disqualification and legal actions on me.

Date:

Signature:

13.17 Annexure XVII: Basic Eligibility Compliance Form

Sl. No	Eligibility Criteria	Documents Required to be submitted by bidder	Documentary Evidence Submitted	Bid Page No.	Compliance (Yes/ No)
1.	The bidder must be a company incorporated in India under the provisions of the Companies Act, 1956 or the Companies Act, 2013.	The bidder shall submit a copy of the Memorandum of Association (MoA), Articles of Association (AoA), and Certificate of Incorporation of the company, duly registered under the Companies Act. Note: Details must be submitted in prescribed proforma/Annexure only			
2.	(A). The Bidder, whether an Original Equipment Manufacturer (OEM) or an Authorized Dealer, must possess a valid Dealing (Selling) License for Electronic Weighing Machines issued by the Department of Legal Metrology, Government of India. Additionally, if the Bidder is an OEM, they must also hold a valid Manufacturing License for Electronic Weighing Machines, issued by the respective State Government where the manufacturing plant is located. If the Bidder is an Authorized Dealer, they must submit the Manufacturer's Authorization Form	(A). The Bidder must submit the following documents: <u>A.1. For OEMs</u> (Original Equipment Manufacturers): (i). A copy of the Manufacturing License issued by the Legal Metrology Department of the respective state where the manufacturing plant is located. <u>A.2. For Authorized Dealers</u> (i). A Manufacturer Authorization Form (MAF) from the OEM in the prescribed format/Annexure. (ii). A copy of the Manufacturing License issued by the Legal Metrology Department of			

Sl. No	Eligibility Criteria	Documents Required to be submitted by bidder	Documentary Evidence Submitted	Bid Page No.	Compliance (Yes/ No)
	<p>(MAF) from the OEM</p> <p>(B).Every bidder must possess a valid license to repair weighing machines issued by the Department of Legal Metrology from any state in India.</p> <p>(C).The offered models of Electronic Weighing Machines—200 kg capacity for Fair Price Shops (FPS) and 3-ton capacity for BSFCSCCL godowns—must have a valid Model Approval Certificate issued by the Legal Metrology Department, Government of India.</p>	<p>the respective state, belonging to the OEM whose Electronic Weighing Machines (EWM) the bidder is supplying.</p> <p><u>A.3. For All Bidders</u> (OEMs & Authorized Dealers):</p> <p>(i). A copy of a valid Dealing (Selling) License for Electronic Weighing Machines issued by the Legal Metrology Department of any state government in India.</p> <p>(B). The bidder shall submit a copy of a valid Repairing License issued by the Department of Legal Metrology from any state in India.</p> <p>(C). The Bidder shall submit a valid Model Approval Certificate issued by the Department of Legal Metrology, Government of India, for the offered Electronic Weighing Machine models. If the Bidder is an Authorized Dealer, they must submit the Model Approval Certificate of the OEM.</p>			
3.	The Bidder must demonstrate prior experience in the supply, commissioning, and maintenance of at	The bidder must provide copies of work orders, contracts, or completion certificates that clearly outline the scope of work, including the			

Sl. No	Eligibility Criteria	Documents Required to be submitted by bidder	Documentary Evidence Submitted	Bid Page No.	Compliance (Yes/ No)
	least 10,000 Electronic Weighing Machines, including their integration with e-Point of Sale (e-PoS) devices for Government Departments or Public Sector Undertakings (PSUs) within the last five financial years (2021-22 to 2025-26).	supply, commissioning, and maintenance of electronic weighing machines integrated with e-PoS devices. These documents should specify the number of units supplied, commissioned, and maintained. (The Bidder shall submit their response as per Annexure prescribed in RFP)			
4.	The Bidder shall have a minimum average annual financial turnover of Rs. 25 Crores (Rupees Twenty-Five Crores only) in any five financial years, during the period from FY 2020-21, 2021-22, 2022-23 2023-24, 2024-25 and 2025-26.	The Bidder shall submit a CA certificate, statutory auditor report, P&L and Balance sheet copies with verifiable UDIN, for the respective financial years. (Bidder shall submit the CA certificate for Annual Financial Turnover in the format specified in prescribed proforma			
5.	The bidder, whether an Original Equipment Manufacturer (OEM) or an authorized distributor, must have supplied a minimum of 25000 electronic weighing machines in total to government or public sector projects in the last five financial years (FY 2021-22 to FY 2025-26).	Purchase Orders, Work Orders, Installation Certificates, and Client Certificates from government or public sector projects confirming the supply, installation, and commissioning of electronic weighing machines (minimum 25000 units) during last five financial years (FY 2021-22 to FY 2025-26) as per prescribed Annexures			
6.	The bidder shall have a valid ISO 9001:2015	Copy of the valid ISO 9001:2015 Certificate.			

Sl. No	Eligibility Criteria	Documents Required to be submitted by bidder	Documentary Evidence Submitted	Bid Page No.	Compliance (Yes/ No)
	Certificate.				
7.	The bidder shall be registered for GST and shall have valid PAN number.	Copy of GST registration, Copy of PAN documents.			
8.	The Bidder shall not have been blacklisted for fraud and corrupt practices by any Central Government or any State Government Organization / Department / PSU in India at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 100.00 (<i>for bidder and OEM separately, if bidder is not an OEM, i.e., bidder is an Authorized Dealer of OEM</i>) as per prescribed Annexure/proforma			
9.	Power of Attorney	The Bidder shall submit a notarized Power of Attorney as per the prescribed format (Annexure), authorising the signatory of the Bidder to sign and submit the Bid.			
10.	The Bidder must meet the following pre-qualification requirements. OEMs shall submit supporting documents as per the criteria outlined below, while Authorized Dealers must provide relevant certificates of the OEM whose Electronic Weighing Machines (EWM) they are proposing. 1. The offered model must have a valid Bureau of Indian Standards (BIS) certification. 2. Conformity European (CE)	Certificate to be submitted by the Bidder (s):			
		1. BIS Certificate to be submitted			
		2. CE Certificate to be submitted			
		3. Letter issued by the Dept. of Industries of respective state where the manufacturing unit is located. If the bidder is an authorized dealer, the supporting documents must be provided by the corresponding OEM that issued the MAF (as per format in			

Sl. No	Eligibility Criteria	Documents Required to be submitted by bidder	Documentary Evidence Submitted	Bid Page No.	Compliance (Yes/ No)
	<p>certification for the offered model</p> <p>3. The Bidder must have a minimum annual production capacity of 50,000 Electronic Weighing Machines, certified by the Industrial Department of the respective state.</p>	Annexure XI) to the bidder.			

13.18 Annexure XVIII: Format for Bid Security Earnest Money Deposit (EMD)

(Bank's Name, and Address of Issuing Branch or Office)

Beneficiary: (Name and address of Authority)

Date:

Bank Guarantee No.:

Whereas M/s..... (Insert the name of the Bidder) (hereinafter called the "Bidder") has submitted its technical & financial proposals for the tender of (Insert the name of work for which proposal is submitted) (hereinafter called the "Proposal") dated against the Authority's Notice Inviting Tenders (NIT) Notice Inviting Proposal/Invitation for Bid No. (Insert NIT/NIP/IFB number as per publication in newspaper or website).

Furthermore, we understand that, according to your conditions, proposals must be supported by a Bid Security.

At the request of the Bidder, we (insert name of the bank) hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of (insert bid security amount in figures) (amount in words _____) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Bidder is in breach of its obligation(s) under the RFP conditions, because the Bidder:

- a) has withdrawn its Proposal during the period of Proposal validity specified by the Bidder in the Technical Proposal Form; or
- b) does not accept the correction of errors in accordance with the Instructions to Bidders (hereinafter "the ITB") of the RFP Document; or
- c) having been notified of the acceptance of its Proposal by the Authority during the period of proposal validity, (i) fails or refuses to execute the Contract Agreement, or (ii) fails or refuses to furnish the Performance Security, in accordance with the ITB.

This guarantee will expire: (a) if the Bidder is the Successful Bidder, upon our receipt of copies of the Contract Agreement signed by the Bidder and the performance security issued upon the Instruction of the Bidder; and (b) if the Bidder is not the Successful Bidder, upon the earlier of (i) our receipt of a copy your notification to the Bidder of the name of the Successful Bidder; or (ii) forty-five (45) days after the expiration of the Bidder's proposal.

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

..... Bank's seal and authorized signature(s).....