GOVERNMENT OF KARNATAKA

Notification calling for tenders and Request for Proposal (RFP)

for

Supply, installation and maintenance of
Electronic Weighing-cum-Point of Sale Machines (EW-POS-M) in 996 fair price shops in Gulberga District in the State of Karnataka

Commissioner of Food and Civil Supplies and Consumer Affairs,
Bangalore

Tel: 080-22262187
Web: http://ahara.kar.nic.in
GOVERNMENT OF KARNATAKA
DEPARTMENT OF FOOD, CIVIL SUPPLIES AND CONSUMER AFFAIRS

Phone: 080 – 22262187
Fax 22267205
E-mail: foodcomkar@gmail.com

Office of the Commissioner for
Food, Civil Supplies and Consumer
Affairs, Karnataka State Co-operative
Marketing Federation Building,
No.8, Cunningham Road,
Bangalore-560052.

No: CFS/AMC/ 47/2011-2012

Dated: 19-11-2012

TENDER NOTIFICATION

Sealed tenders are invited under two cover system from the original equipment manufacturers or their authorised dealers for supply of Electronics Weighing-cum-Point of Sale Machines (EW-POS-M) and installation and maintenance of them in 996 fair price shops in Gulberga District in the state of Karnataka, authorised by the Department of Food, Civil Supplies and Consumer Affairs, as per the terms and conditions contained in the Request for Proposal (RFP) annexed to this notification.

1. The EW-POS-Ms are required to be installed in 996 Fair Price Shops located in towns and villages of Gulberga district in the State of Karnataka, at the rate of one EW-POS-M per Fair Price Shop. The eligibility criteria or the pre-qualification for the bidders is furnished in Part-II of the RFP. The technical specifications and the functional requirements of the EW-POS-M are furnished in Part-III of the RFP. The terms and conditions governing the tender process and the contract are given in Part-IV of the RFP. Stipulations relating to submission of bids, evaluation, acceptance etc are given in Part-V of the RFP. The pre-qualification and the financial bids should be submitted in two separate sealed covers.

2. The Pre-qualification bid should be in the format given in Part-VI of the RFP.

The documents described below should be enclosed to the pre-qualification bid, in support of the claim:

(a) Proof of ownership of the manufacturing facility or authorised dealership.
(b) VAT registration certificates.
(c) PAN registration certificate under the Indian Income Tax Act, 1961.
(d) Proof of annual turnover for the past 3 financial years.
(e) Proof to show that the bidder is the manufacturer Point of Sale devices or Electronic Cash Registers or Electronic Weighing Machines, in the past 5 years or the authorised dealer of such a manufacturer.
(f) In case of an authorised dealer, proof to show that he is in the business of selling and maintaining Point of Sale devices or Electronic Cash Registers or Electronic Weighing Machines, in the past 3 years.

(g) List of clients to whom the bidder has supplied similar machines or Point of Sale devices or Electronic Cash Registers, or electronic weighing machines in the previous three years.

(h) An affidavit sworn before a notary that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

3. The pre-qualification bid should accompany an earnest money deposit of Rs 2,00,000/- (Rupees Two Lakh) per District in the form of Demand Draft / Banker’s Cheque. The sealed cover containing the pre-qualification bid should be superscripted with the words “Pre-qualification bid for Supply of Electronic Weighing-cum-Point of Sale Machines for use in FPS in Gulberga District”.

4. The financial bid should be in the format given in Part-VII and the sealed cover containing the financial bid should be superscripted with words “Financial bid for supply of Electronic Weighing-cum-Point of Sale Electronic Machines for use in FPS in Gulberga District”. The sealed covers containing Pre-qualification bid and the Financial bid should be placed in a larger cover, superscripted with the words “Tender for supply of Electronic Weighing cum Point of Sale Electronic Maschines for use in FPS in Gulberga District”, sealed, addressed and delivered to the Commissioner for Food, Civil Supplies and Consumer Affairs, at Karnataka State Co-operative Marketing Federation Building, No.8, Cunningham Road, Bangalore-560052.

5. The last date for submission of tender is 18-12-2012 before 4.00 PM. The bids received after 4.00 PM on 18-12-2012 will be rejected. The Pre-qualification bid will be opened on 18-12-2012 at 4.30 PM in the presence of bidders present at the above given address. However, no separate intimation in this regard will be sent to individual bidders. The financial bid cover of only those bidders, who satisfy Pre-qualification bid upon evaluation, will be opened at the above given address in the presence of the available bidders on a date that will be communicated on the day of opening of the pre-qualification bids.

6. The tender document can be obtained by payment of Rs.100/- (Rs. one hundred only), which is non-refundable, in the form of Demand Draft drawn in favour of “The Commissioner, Food, Civil Supplies and Consumer Affairs Department” payable at Bangalore in person during working hours on any working day, between 10-00 am and 5-00 pm, from the office of the Commissioner, for Food, Civil Supplies and Consumer Affairs or can be downloaded free of cost from the website: http://ahara.kar.nic.in.

Commissioner,
Food, Civil Supplies and Consumer Affairs.
Bangalor
## Annexure to Notification No. CFS/AMC/47/2012-13 dated 19-11-2012

Request for proposal (RFP) for Supply, installation and maintenance of Electronic Weighing-cum-Point of Sale Machines (EW-POS-M) in 996 fair price shops in Gulberga District in the State of Karnataka.

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DISCLAIMER

The information contained in this tender document or subsequently provided to bidder(s) whether verbally or in documentary form by or on behalf of the Food and Civil Supplies Department (CFCSD), is provided to the bidder(s) on terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the bidder(s) with information to assist the formulation of their proposals. This tender document does not purport to contain all the information that each bidder may require. This tender document may not be appropriate for all persons, and it is not for considering the investment objectives, financial situations and particular needs of each bidder who reads or uses this tender document. Each bidder should conduct its own visit and analysis and should check the accuracy, reliability and completeness of the information contained in this tender document and wherever necessary, obtain independent advice from appropriate sources. CFCSD makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the tender document.

CFCSD may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information contained in this tender document.
List of abbreviations used in the RFP

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<td>Annual Maintenance Contract</td>
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<td>FCS</td>
<td>Commissioner, Food, Civil Supplies and Consumer Affairs Department</td>
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<td>FPS</td>
<td>Fair Price Shop</td>
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<tr>
<td>4</td>
<td>GSM</td>
<td>Global System for Mobile Communications</td>
</tr>
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<td>5</td>
<td>NIC</td>
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<td>6</td>
<td>OEM</td>
<td>Original Equipment Manufacturer</td>
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<td>EW-POS-M</td>
<td>Electronic Weighing-cum-Point of Sale Machine</td>
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<td>PBG</td>
<td>Performance Bank Guarantee</td>
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<td>9</td>
<td>PAN</td>
<td>Permanent Account Number</td>
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<td>RFP</td>
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<td>VAT</td>
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REQUEST FOR PROPOSAL

For Supply, installation and maintenance of Electronic Weighing-cum-Point of Sale Machines for use in 996 Fair Price Shops located in Gulbergga District in the State of Karnataka.

Part-1

Introduction:

1.1 The Department of Food, Civil Supplies and Consumer affairs (Department), manages the Public Distribution System (PDS) for reaching of subsidised food grains, sugar and kerosene (commodities) to eligible families in rural and urban areas of Karnataka. Food grains- mainly rice and wheat; sugar and kerosene are supplied to the eligible families holding ration cards, through the fair price shops (FPS) authorised by the Department, spread all over the state at subsidised rates. In Karnataka, there will be about 1,35,00,000 families holding ration cards and about 21,000 FPSs. The personal data of the card holders and the families, including the fingerprint biometric have largely been digitised and are available for use. At present, the accounts in respect of the subsidised food grains, sugar and kerosene distributed or sold to card holders at the FPS (the point of sale) are maintained manually and there is no fool proof arrangement to ensure that the prescribed quantity of commodities are issued to the card holders at the prescribed rates and to the right persons. It has, therefore, been decided to install in all the FPS, machines that are combinations of point of sale devices and electronic weighing machines, having special features.

1.2 Special features of Electronic Weighing-cum-Point of Sale Machines (EW-POS-M):

The EW-POS-M is envisaged as a combination of an Electronic Weighing Machine and a Point of Sale device. It will have special features such as (a) memory for storing the particulars of all the card holder families attached to the FPS such as names, fingerprint biometrics, family wise entitlement for commodities, commodity wise stock position, card holder wise particulars of commodities issued or sold, (b) ability to open a beneficiary account and facilitate preparation of a sale invoice or bill only when the card holder or a family member is identified by fingerprint biometric, (c) ability to weigh food grains in kilograms and grams and kerosene in litres by converting weight into litres and to incorporate the weights in the bill or invoice (e) ability to print on thermal paper, invoice or bill showing the beneficiary name, ration card number, commodities sold, rate, weight, amount and the total amount paid, (f) when commodities are received by the FPS from the wholesale godowns, ability to receive the data of the stock received from central server through GSM modem, incorporate and store, (g) ability to transfer the sale invoice or bill data to the department server through GSM modem, (h) voice module to announce the bill details to an illiterate beneficiary when the authorised person at the FPS prints the invoice. (h) ability to capture the biometric information of the card holder’s family members, and
transferring the same to the department server in real time (i) ability to receive any incremental data of the ration card holder from the server, and vice versa.

1.3 Implementation Plan:

The project will be implemented in two phases. The first phase will cover 30% FPS and in the second stage will cover 70% FPS of Gulberga district. The First phase will be implemented within 60 days from the work order and the second phase will commence immediately after the first phase and shall be completed within 30 days.

1.4 Scope of the work:

The contract involves supply of 996 Electronic Weighing-cum-Point of Sale Machines for the above two phases as per the technical and functional specifications prescribed in Part-III of this RFP and maintenance of the same.

Part-II

2. Eligibility criteria or pre-qualification for the bidders:

1. Bidder's qualifications to perform the contract, if its offer is accepted, should be established by relevant documentary evidences by the bidder to the satisfaction of department. Bidders should meet all the eligibility criteria prescribed in this RFP. Technical or Financial bids which are not compliant with the said criteria will not be evaluated.

2. The bidder should be an original equipment manufacturer or an authorised dealer of original equipment manufacturer. If the bidder is a manufacturer of the EW-POS-M that is sought to be supplied as per this tender process, then the average annual turnover of the bidder in the last three financial years (2009-10, 2010-2011 and 2011-12) shall not be less than 50 crores, and if the bidder is an authorised dealer of the manufacturer of the EW-POS-M that is sought to be supplied, then the average annual turnover of such a manufacturer shall not be less than Rs.50 Crores. Proof of the same should be furnished.

3. If the bidder is an authorized dealer, then the dealer should have achieved cumulative sales turnover of not less than Rs.5 Crores (Rupees five Crores only) in the past 3 years and proof of the same should be furnished.

4. If the bidder is an authorised dealer, then the bidder should have been the authorised dealer for the said OEM at least for the previous three years and should have sold or supplied at least 500 units of Point of Sale Devices or Electronic Cash Registers, or Electronic Weighing Machines manufactured by that OEM.

5. The successful bidder shall not sublet or assign or franchise the responsibility to any other agency either in whole or in part.

6. The successful bidder should be solely responsible for all acts of omission and
commission occasioned by his personnel in carrying out the terms of the tender.

7. If the bidder is an authorised dealer, then the bidder should have a minimum of 5 years experience in the field of supply, servicing, and maintenance of Point of Sale Devices or Electronic Cash Registers or Electronic Weighing Machines.

8. The manufacturer of the EW-POS-M sought to be supplied should have at least 5 years experience of manufacturing of Point of Sale Devices or Electronic Cash Registers, or Electronic Weighing Machines. Proof for the same should be furnished.

9. Turnover of the bidder shall be certified by a chartered accountant. Turnover certificate shall be based on the audited accounts of the bidders or based on the returns filed with the Income Tax authorities or the Commercial Tax authorities.

10. The bidder blacklisted by any government department or by any other agency shall not be eligible for bidding. Every bidder would be required to submit an affidavit sworn before a notary that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

11. The bidder is under obligation to pay all the dues of the workers as per law and pay all legal charges / contributions to statutory authorities.

12. The bidder must have been following the labour laws. The bidder shall submit a certificate on his letter head duly signed with stamp that he is maintaining labour laws.

13. The model of the EW-POS-EM that is sought to be supplied should have the approval of the Regional Reference Standards Laboratory.

14. The bidder, if it is the manufacturer, or the OEM in case the bidder is the authorised dealer, shall have the manufacturer, dealer and repairer licence issued by the Department of legal metrology,

Part-III

3. Technical specifications and functional requirements for the EW-POS-M:

3.1 The EW-POS-M shall be a combination of a POS device and an Electronic Weighing Machine working as a single unit for all practical purposes and having a common rechargeable battery.

3.2 The EW-POS-M shall, in addition to an industry standard processor of minimum operating capability of 1.8 GHz, have 1 GB DDR3 RAM or more, 8 GB Solid State Drive (SSD flash disk) or Micro SD.

3.3 The EW-POS-M shall have the following modules:
(a) Memory unit to store data of at least 3000 ration card beneficiaries which will
include ration card number, names of the beneficiary family members, fingerprint biometric, eligible units of food grains, sugar and kerosene, rates of commodities in rupees and paise and also the transaction data by that EW-POSM. (Beneficiary photographs will not be stored or made use of in the EW-POS-M.)

(b) Software to receive and process, commodity wise stock data from the central server; display, print and send beneficiary wise invoice or bill data, to the department server through GSM modem.

d) Biometric fingerprint module for verification and capturing beneficiary data.

e) Speaker or voice response module.

(f) Thermal printer to print the bill or invoice.

(g) Display screen for the beneficiary.

(h) Touch screen key board and display screen for the person authorized to run fair price shop.

(i) GSM modem for receiving from and sending data to the central server.

(j) Internal antenna.

(k) A 400mm x 400mm sturdy SS weighing platform with back rail support for weighing commodities.

(l) A 3 feet high steel tube pillar attached to the weighing platform to support the POS unit.

(m) In built rechargeable battery, common to both the units. which should work upto 5 hrs after a full charge.

The indicative appearance of the EW-POS-M is given below:
3.5 The technical specifications of the modules integrated with the EW-POS-M shall be as follows:

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<th>Technical specification</th>
</tr>
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<tr>
<td>Processing unit</td>
<td>Industry standard processor capable of operating with a minimum speed 1.8 GHz. Should include Lithium backed Real Time Clock</td>
</tr>
<tr>
<td>Memory unit</td>
<td>1GB DDR3 RAM or more, 8 GB Solid State Drive (SSD flash disk).</td>
</tr>
<tr>
<td>Data storage ability</td>
<td>The device should be able to store the textual details of 2000 ration Cards in local language and fingerprint minutiae of 2 members per ration card. This is in addition to OS, drivers, libraries and applications. In other words it should be capable of storing user data of at least 1 GB and application of at least 200 MB</td>
</tr>
<tr>
<td>Finger Print Module for beneficiary</td>
<td>Fingerprint device should be optical sensor based. The devise shall have the provision to capture and verify the fingerprint biometric of the beneficiaries with 1:1 and 1:N mapping. The device shall have the ability to verify the fingerprint in 1 second for 1:1 mapping and 50-60 seconds for 1:2000 mappings. One finger will be used at a time. The image format acceptable for verification / identification in PDS application environments is a certified version of the WSQ (Wavelet Scalar Quantization) algorithm as specified by IAFIS-IC-0110 that can be used for lossy compression of 8-bit, 500ppi gray scale images and shall be limited to a 15:1 compression ratio. Fingerprint minutiae should meet ISO standard specification and should be able to match with fingerprint minutiae generated by other devices. Fingerprint biometric capture should be possible only using user Id and password of an officer.</td>
</tr>
<tr>
<td>Voice module and speaker</td>
<td>The device shall have inbuilt 2x1 watts speaker facility to announce the food grain eligibility and bill details for the benefit of the illiterate beneficiaries. It should be capable of</td>
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<td>Component</td>
<td>Requirement</td>
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<tr>
<td>Providing clear, audible voice output of recorded audio information stored using built-in speakers. It should be possible to hear the audio output from a distance of 2 meters from the POS device</td>
<td></td>
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<tr>
<td>Printer</td>
<td>The device should have a thermal printer to print the details of the bill or invoice in respect of the commodities issued, capable of printing with paper having 57 mm paper width, printing speed of 50 mm/sec and capable of printing in Kannada.</td>
</tr>
<tr>
<td>Display Screens</td>
<td>The device should have two display screens – one for the shopkeeper and the other for the beneficiaries. The size of the display screen should be at least 8” LCD colour display with resolution 800 x 600 pixels and LED backlit.</td>
</tr>
<tr>
<td>Keyboard</td>
<td>Touch screen keyboard</td>
</tr>
<tr>
<td>GSM Modem for data transfer from EW-POS-M to central server and from central server to EW-POS-M.</td>
<td>The device should have GSM modem to transfer sale invoice or bill details to the central server periodically. The EW-POS-M shall store and transmit the sale invoice or bill data periodically to the central server of the department whenever the message text size is full or when it is being shut down. If severance of connectivity to network takes place during operation leading to retention of invoice or bill data un-transmitted till the EW-POS-M is shutdown, then same shall get transmitted soon after the operation is resumed. When FPS lifts food grains, sugar and kerosene from the wholesale point, central server sends data of stock lifted to the EW-POS-ED. The EW-POS-ED shall receive the data so sent, store or update the stock position. The stock should get reduced to the extent of sale as and when sale takes place.</td>
</tr>
<tr>
<td>Internal Antenna</td>
<td>Internal antenna with built-in signal strength detection - should effectively communicate with any service provider network in the place.</td>
</tr>
<tr>
<td><strong>Consumer data addition / deletion</strong></td>
<td>The EW-POS-ED shall have a user-id/password authenticated interface to (a) capture fingerprint biometric of an existing beneficiary, in case it is improperly captured or missing and for addition of new consumer records along with biometric data and deletion of a consumer record.</td>
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<tr>
<td><strong>Battery Backup and Charging</strong></td>
<td>In built rechargeable battery capable of 6 hours supply when power goes off, shall be provided.</td>
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<td><strong>Interface Connections</strong></td>
<td>Expansion slots for peripherals, LCD-GSM link status indicator and 2xUSB ports shall be provided.</td>
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<td><strong>Booting of device</strong></td>
<td>The device should be able to login based on authentication fingerprint of FPS owner</td>
</tr>
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<td><strong>Master User-Id and Password</strong></td>
<td>When the owner of the FPS is no more or refuses to open the device, it should be possible to an authorised officer of the department to log-in using a confidential user Id and pass word.</td>
</tr>
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<td><strong>Operating System</strong></td>
<td>Linux / Windows POS Ready Embedded.</td>
</tr>
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<td><strong>Software</strong></td>
<td>The software installed in the EW-POS-M should be able to process the beneficiary and sale transaction data and print the bill or invoice in the desired format, transmit the bill data to the department server, receive stock data from the server, including ability to measure kerosene in litres by (a) converting weight into litres and (b) deducting tare weight by bringing the weight of the container to zero when it is placed on the weighing platform, before kerosene is poured into it. (It should also able to capture the biometric information of the RC beneficiary afresh.)</td>
</tr>
<tr>
<td><strong>Format for all data transfers</strong></td>
<td>The format for data transfer between the EW-POS-M and the Central Server shall be XML format with the interface definition as specified for the Central Server.</td>
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<td><strong>Unicode Support</strong></td>
<td>The device should be able to display and print the details in Kannada and English.</td>
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<tr>
<td><strong>Antivirus Support</strong></td>
<td>On site antivirus and spy ware support shall be provided if the OS is other than Linux.</td>
</tr>
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<td><strong>Master Screw to seal the device</strong></td>
<td>The EW – POS-M should be made physically tamper free by concealing all cables/wires within metal frames and by providing in addition to other screws, a master screw for the department to seal the device to make it tamper proof.</td>
</tr>
<tr>
<td><strong>Weighing Module</strong></td>
<td>The weighing capacity shall be 50 kilograms. It shall have 5gm accuracy and 1/8000 resolution</td>
</tr>
</tbody>
</table>

3.6 Software Development - The application software to manage FPS transactions using EW-POS-M shall be designed and developed by the successful bidder.

3.7 The successful bidder shall be responsible for system integration for data transfer from the EW-POS-M to the department server and shall develop necessary software to integrate and transfer of the data to the server.

3.8 The cabinet of the EW-POS-M should be aesthetically designed with integrated printer, LCD display, speaker.

3.9 The system level software like kernel, device drivers etc. must be supported with at least five year from the date of commissioning with all necessary updates and upgrades

3.10 The EW-POS-M shall have CE compliance for ESD - EMC protection against Dirt - Liquid – IP53 and sealing protection against Dust - Rain – IP54, certification

3.11 The ideal dimension of the EW-POS-M of the device would be at around 24cm x 16cm x 9 cm.

3.12 Should be robust enough to run in a rough and dusty environment for long period of time, Should be built in a tamper proof rugged body to make it more secure and rodent proof. The device must be strong enough to sustain shocks, drops etc. from table height. Materials used shall not support fungus growth in the device.

3.13 The success bidder shall train all FPS authorised persons of the district in which the EW-POS-Ms are installed in operating and handling of EM-POS-Ms in the taluk place.

**Part-IV**

4. **Terms and Conditions about selection of least bidders, entrustment of work and execution of work.**

4.1 Since the EW-POS-M are to be custom built, the tender to supply them is being called subject to the approvals of the Technical Approval Committee of the Department, the Action Plan Approval Committee of e-Governance Department and the Empowered Committee chaired by the Chief Secretary to
Government. So, prequalification or technical bids will be opened soon after the last date for submission of the tenders on the pre determined date and scrutinised. Bidders who satisfy the prequalification terms and conditions are required to demonstrate the EW-POS-M before the said committees to prove that the EM-POS-M they offer to supply conform to the prescribed technical specifications and have the desired functional capabilities. The financial bids of only those bidders who satisfy all the terms and conditions of prequalification and whose EW-POS-M are cleared by the TAP and APAC after demonstration of them before the said committees, will be opened.

4.2 The bidder who has qualified in the pre-qualification bid and the demonstration before the committees mentioned in clause 4.1 above and who has quoted the least rate for the supply, installation and maintenance of the EW-POS-Ms in the financial bid will be assigned with the contract, subject to the terms and conditions of this RFP.

4.3 Immediately after opening of the financial bid, the successful bidder shall install EW-POS-Ms in 300 FPS in Gulberga District in the state of Karnataka. The department shall carry out testing and trial of the EW-POS-Ms so supplied within the next 30 days of the supply. Any deficiencies/defects that need to be rectified to achieve the desired results shall be carried out in these machines within the next 30 days by the bidder. If the EW-POS-Ms pass the initial test to be conducted by the Department, then the order for supply, installation and maintenance of 696 EW-POS-Ms in Gulberga District will be issued to the successful bidder within the next one week. The successful bidder shall supply and install the 300 EW-POS-Ms within 60 days of issuing of the supply order. If the 300 EW-POS-Ms so supplied and installed work properly to the satisfaction of the Department in the next two months, then orders will be placed for supply, installation and maintenance of remaining 696 EW-POS-M in Gulberga District. The successful bidder shall supply and install the EW-POS-Ms within 50 days of issuing of the supply order. The deployment and maintenance of the system, application software, upgrades on POS device shall be managed by the vendor at the field level.

4.4 The successful bidder shall set up service centers in the district headquarters for effective and efficient overall maintenance of the EW-POS-Ms supplied and installed in the FPS and for carrying out repairs, replacement of parts etc. during the warranty period.

4.5 The bids should be unconditional and conditional bids will be summarily rejected.

4.6 The successful bidder shall be responsible for maintaining the EW-POS-Ms supplied by him for the next FIVE years.

4.7 The successful bidder shall provide three year comprehensive warranty for the EW-POS-Ms including the battery. After that the EW-POS-M would be covered under yearly AMC.

4.8 The successful bidder shall have and if does not already have shall open, service center or office at the district headquarters during the contract period. The service center shall have at least two electronic engineers competent to carry out maintenance and upkeep of the EW-POS-Ms. The service personnel
shall respond to any request or complaint with -in one hour and shall carry out
the repair and set right the EW-POS-EDs within the next 24 hours.
4.9 The successful bidder shall provide telephones at the service centers and
mobile telephones to the service personnel.
4.10 The hard copy of user manual and troubleshooting document with Do’s and
Dont’s in Kannada language must be provided with each EW-POS-M.
4.11 The vendor shall keep ready a minimum of 10 EW-POS-Ms in the district
headquarters for replacement of faulty devices without losing any time.
4.12 The faulty devices are required to be repaired or replaced within 24 hours of
the complaint.
4.13 Documentation shall be supplied and maintained by the vendor during
different stages of the project.
4.14 The vendor shall supply operation and maintenance manuals together with the
drawings of equipments.
4.15 The Commissioner FCS shall provide GSM connectivity between the EW-
POS-M and the department server through any of the known mobile telephone
service provider.
4.16 The Commissioner FCS will supply to the FPS, thermal paper required to
print the bill.

Part-V

Submission of bids, evaluation, acceptance and related stipulations

1. Submission of Bids :

(i) The tender document can be obtained by payment of Rs.100/- (Rs. one hundred
only), which is non-refundable, in the form of Demand Draft drawn in favour of
“The Commissioner, Food, Civil Supplies and Consumer Affairs Department”
payable at Bangalore in person during working hours on any working day, between
10-00 am and 5-00 pm, from the office of the Commissioner, FCS or can be
downloaded free of cost from the website: http://ahara.kar.nic.in. The bid should be
accompanied by Ernest Money Deposit (EMD) of Rs.2,00,000/- (Rs Two Lakhs
only), by way of a demand draft drawn in favour of Commissioner, Food, Civil
Supplies and Consumer Affairs Department, Bangalore payable at Bangalore. The
EMD will be refunded to all the unsuccessful bidders on finalisation of the award of
the contract and to the successful bidder on successful completion of the contract
obligation. The last day and time for submission of the bid is mentioned in the
Notification No. CFS/AMC/47/2011-12 dated 19-11-2012 of the Commissioner
FCS. The following documents should be enclosed to the prequalification bid: (a)
Proof of ownership of the manufacturing facility or authorised dealership. (b) VAT
registration certificates. (c) PAN registration certificate under the Indian Income
Tax Act, 1961. (d) Proof of annual turnover for the past 3 financial years. (e) Proof
to show that the bidder is the manufacturer of Point of Sale devices or Electronic
Cash Registers or Electronic Weighing Machines, in the past 5 years or the
authorised dealer of such a manufacturer. (f) In case of an authorised dealer, proof
to show that he is in the business of selling and maintaining Point of Sale devices or
Electronic Cash Registers or Electronic Weighing Machines, in the past 3 years. (g)
List of clients to whom the bidder has supplied similar machines or Point of Sale
devices or Electronic Cash Registers, or electronic weighing machines in the
previous three years. (h) An affidavit sworn before a notary that the bidder has never been blacklisted by any government department / government undertaking / any other agency.

(ii) Bidders satisfying the prequalification and financial conditions specified in this Request For Proposal (RFP) and willing to execute the contract in conformity with the RFP may submit their Pre-qualification and Financial bids in formats as at Part-VI and Part-VII of this RFP respectively. Both the bids should be placed in separate sealed covers and addressed to the Commissioner, Food and Civil Supplies and Consumer Affairs Department at the address given in clause (iii) below. The sealed cover containing the Pre-qualification bid should be supercribed with the words “Pre-qualification bid for Supply of Electronic Weighing-cum-Point of Sale Machines for use in FPS in Gulberga District”. The sealed cover containing the Financial bid should be supercribed with the words “Financial bid for Supply of Electronic Weighing-cum-Point of Sale Machines for use in FPS in Gulberga District”. Both the covers so addressed should be placed in a larger sealed cover and should be superscribed with the words: “Tender for Supply of Electronic Weighing-cum-Point of Sale Machines for use in FPS in Gulberga District” and addressed to the Commissioner, Food and civil Supplies and Consumer Affairs.

(iii) The sealed cover containing the pre-qualification and financial bids should be delivered to the Commissioner, Food, Civil Supplies and Consumer Affairs, Bangalore, at Karnataka State Co-operative Marketing Federation Building, No.8, Cunningham Road, Bangalore-560052 on or before 18-12-2012, 4.00 p.m. The pre-qualification bids will be opened at 4.30 p.m. on the same day in the office of Commissioner, Food, Civil Supplies and Consumer Affairs, Bangalore,

(iv) Bids received after the deadline fixed for submission of bids will be rejected. In the event of the last date specified for submission of bid being declared a public holiday, the bids will be received till 4-00 p.m. on the next working day. Extension of date and time for submission of bids will be at the discretion of Commissioner, Food, Civil Supplies and Consumer Affairs, Bangalore,

2. Bid Opening Process:

The Commissioner, FCS will follow two-stage bid opening process. They are: (i) Pre-qualification bid opening and evaluation and (ii) Financial bid opening and evaluation.

(a) The pre-qualification bids will be opened in the presence of available bidders or their authorised representatives who choose to be present at the time, date and venue mentioned in paragraph 1 above. The Commissioner, FCS will record the tender opening process in a separate register maintained for the purpose and signature of all the available bidders or the authorised representatives of the bidders will be obtained in the register and on the bid documents evidencing their attendance. The evaluation and short-listing of technically qualified bidders will be carried out within the time frame made known to them at the time of opening of technical bids based on the criteria set out in this RFP.
(b) After evaluation of pre-qualification bids, the time, date and venue of opening of financial bids will be informed to the bidders who have qualified, individually either by email, fax or by letter. The financial bids of technically short-listed bidders will be opened in their presence or of their authorised representatives who choose to be present at the time, date and venue informed to them. The evaluation of financial bids will be based on the criteria set out in this RFP. Selection of the lowest quote bidder, namely, L1 bidder will be as in clause 10 below.

3. **Furnishing of information :**

The bidder should examine all instructions, forms, terms and specifications contained in the RFP. Failure to furnish all information as required in the RFP or to submit a bid not substantially responsive to the RFP in every respect will be at the bidder's risk and may result in rejection of its bid.

4. **Format and Signing of Bids :**

The original pre-qualification and financial bids should be typed or printed and duly signed by the bidder or a person or persons duly authorised to bind the bidder to the contract. The person or persons signing the bid should affix their signature on all pages of the bid document.

5. **Authentication of Erasures / Overwriting etc :**

Any interpolations, erasures or overwriting will be valid only if the person or persons signing the bid document attest the same by affixture of their signature by the side of such alteration, overwriting etc.

6. **Amendments to RFP terms and conditions:**

The Commissioner, FCS reserves the right to issue any amendments to this RFP document at any time prior to but before 5 days from the deadline fixed for submission of bids. Such amendments to RFP will be intimated to all the persons who have been supplied with the RFP document and on the Department website for the sake of those who have downloaded the documents from it. From the date of communication of amendments to the RFP document to the bidders concerned, the amendments shall be deemed to form an integral part of this tender document i.e., RFP.

7. **Prices and Taxes:**

i) In the financial bid format given in Part-VII of the RFP, the bidder shall quote the price per unit and total price for the units, district wise in separate bid format.

ii) The quoted prices should be inclusive of packaging cost, transportation cost, all taxes like sales tax, service tax, VAT, custom duty, excise duty, any other applicable duties and taxes.
iii) Prices quoted by the bidder should remain fixed during the bidder’s performance of the contract and will not be subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non-responsive and will be rejected. Price should not be indicated at any place in the pre-qualification bid document. If it is found that the price is indicated in the technical bid, the entire bid will be summarily rejected. The prices should be quoted in Indian Rupees. Any reference made to variation in pricing due to appreciation / depreciation of Indian rupee against any other currency is not acceptable.

8. Bid validity period:
Bids (both pre-qualification as well as financial bid) should be valid for a period of 6 months from the last date fixed for submission of bids. Bids submitted with validity period less than 6 months will be treated as non-responsive and will be rejected.

9. Evaluation of bids and awarding the contract:
(i) Evaluation of Pre-qualification Bids:
For evaluation of the Pre-qualification bids, the Commissioner FCS will take into account the following factors and based on such evaluation the technically qualified bidder will be short-listed:
   a) Compliance to terms and conditions stipulated in the RFP duly supported by certified documentary evidences called for therein.
   b) Submission of duly signed compliance statement.
   c) Review of written reply, if any, submitted by the bidder in response to any clarification sought by Commissioner FCS.

(ii) Evaluation of Commercial Bids:
For the evaluation of the commercial bids, Commissioner FCS will take into account the following factors:
   a) Status of compliance of terms and conditions of RFP.
   b) Submission of Financial Bid strictly in the format specified in Part-7 of RFP. Any change in the format specified or inclusion /addition of any extraneous conditions/suggestions in the Commercial-bid or attaching any addendum / annexure to the commercial bid may result in rejection of the bid.

10. Determination of L1 Bidder and Awarding of Contract:
(i) On completion of evaluation process of financial bids and based on any other clarification submitted by the bidder in response to the query of the Commissioner, FCS, if any, the contract will be awarded to the bidder, who has quoted the lowest price, per district, namely L1 bidder.
(ii) As there will be no scope for negotiation on the price, the bidders in their own interest should quote the most competitive prices. Commissioner, FCS reserves the right to reject L1 bid if the same is found unreasonable or is not as per the technical requirement mentioned in this document and in such a case the next lowest bidder namely L2 will be considered. If for any reason, the work order issued to the
L1 bidder does not get executed or the L1 bidder backs out, Commissioner, FCS will be at liberty to consider the next lowest bidder namely L2. Consequently, the defaulting L1 bidder will be blacklisted and debarred from participating in any of the future tender processes of Commissioner, FCS for a period of 2 years from the date of work order, in addition to forfeiture of EMD.

11. Clarifications:

During evaluation of the bids (both Pre-qualification and Financial), Commissioner, FCS may, at his discretion, seek clarification from the bidders on the bids or the bidders themselves may seek clarifications from Commissioner, FCS on certain issues contained in this RFP. The request for clarification and the response should be in writing or email and the bidders should note that no change in the prices shall be sought, offered, or permitted after submission of the bids.

12. Errors and their rectification:

Arithmetical errors will be rectified on the following basis:
If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, if and where required, the unit price shall prevail, and the total price shall be corrected accordingly. If the bidder does not accept correction of the errors, its bid will be rejected. If there is a discrepancy between figures mentioned in words and figures, the amount mentioned in words shall prevail.

13. Contacting Commissioner, FCS:

Any effort by a bidder to influence Commissioner, FCS in its decisions on bid evaluation, bid comparison or contract award will result in the rejection of bid of such bidder.

14. Commissioner’s right to accept or reject any or all bids:

Notwithstanding anything contained in any of the clauses contained in this RFP, Commissioner, FCS reserves its right to accept or reject any or all the bids and to annul the whole bidding process at any time prior to awarding of contract without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the reasons for the action by Commissioner, FCS.

15. Notification of award of contract:

The notification of award of contract in the form of a letter by Commissioner, FCS and acceptance thereof by the bidder within a period of three days from the date of its receipt will constitute the formation of the Contract.

16. Signing of contract agreement:

(a) The successful bidder should enter into an agreement with Commissioner, FCS within ten working days of the receipt of award of contract incorporating all the terms and conditions contained in this RFP including the amendments and
alterations as provided for clause (6) above.
(b) The successful bidder shall be responsible for and obligated to conduct all contracted activities with due care and diligence, in accordance with the Contract and using best practices and economic principles and exercising all reasonable means to achieve the performance levels specified in the Contract.
(c) The successful bidder should abide by the job safety, insurance, customs prevalent and the laws in force in India and should indemnify the Commissioner, FCS against all demands or responsibilities arising from accidents or loss of life, the cause of which is the successful bidder's negligence. The successful bidder should agree to pay all indemnities arising from such incidents and should not hold Commissioner, FCS responsible or obligated.

17. Contract period:

The period of contract shall be for one year. Commissioner, FCS will have the option of terminating the contract during the currency of contract period by giving one months notice.

18. Assignment:

The successful bidder shall not assign, in whole or in part, its obligations to perform under this Contract to any other subcontractor or vendor.

19. Termination for default:

The Commissioner, FCS without prejudice to any other remedy for breach of Contract, by written notice of default sent to the bidder, may terminate this Contract in whole or in part if the bidder fails to perform any of the obligations(s) under the Contract. In the event of Commissioner, FCS terminating the Contract in whole or in part, it may get the work done, upon such terms and in such manner, as it deems appropriate through some other person and the bidder shall be liable to the Commissioner, FCS for any excess costs or additional costs incurred. However, the bidder shall continue performance of the Contract to the extent not terminated.

20. Termination for insolvency:

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

21. Force majeure:

The successful bidder shall not be liable for penalty or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not involving the Bidder's fault or negligence and not foreseeable. Such events may include, but are not restricted to, wars or revolutions and epidemics. If a Force
Majeure situation arises, the bidder shall promptly notify the Department in writing of such condition and the cause thereof. Unless otherwise directed by the Commissioner, FCS in writing, the bidder shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means of performance not prevented by the Force Majeure event.

22. Insurance

The successful bidder shall fully insure the EW-POS-Ms to be supplied under the contract against loss or damage incidental to printing or distribution, transportation, storage and delivery.

23. Payment terms:

85% of the agreed amount will be paid upon satisfactory installation and commissioning of the EW-POS-Ms and the remaining 15% will be paid in equal 3 instalments at the end of each year upon satisfactory maintenance of the EW-POS-Ms as per the terms of the agreement that will be entered into between the Commissioner, FCS and the bidder, on the basis of the invoice submitted by the bidder, duly enclosing the dated acknowledgement with the seal of the concerned Deputy Directors for having carried out the work satisfactorily.

24. Penalty for delayed execution of work:

The bidder should strictly adhere to the implementation schedule, as specified in the Purchase Order for performance of the obligations arising out of the contract and any delay thereof will enable the Commissioner, FCS to resort to any or both of the following:

a) The bidder shall be liable to pay to the Commissioner, FCS penalty at the rate of 1% of the bid value of the delayed portion of the work per week or part thereof of such delay for the first four weeks and at the rate of 2% per week thereafter.

b) Termination of the agreement fully or partly and claim of liquidated damages.

25. Performance Bank Guarantee:

i) The successful bidder should, at its own expense deposit with the Commissioner, FCS, within 10 working days from the date of award of the contract or prior to signing of the contract whichever is earlier, an unconditional and irrevocable Performance Bank Guarantee (PBG) from a nationalized bank payable on demand, for the due performance and fulfilment of the contract by the bidder.

ii) The performance guarantee shall be denominated in the currency of the Contract and shall be by bank guarantee.

iii) The Performance Bank Guarantee will be for an amount of 5% of the total cost as in clause 10(1) of this RFP. All charges whatsoever such as premium; commission etc. with respect to obtaining the Performance Bank Guarantee shall be borne by the bidder.

iv) The performance bank guarantee shall be valid for a period of 60 days from the last day of period of contract. Subject to the terms and conditions in the Performance Bank Guarantee, at the end of 60 days after the satisfactory performance, the PBG will be returned to the service provider.
v) The Performance Bank Guarantee shall be discharged / returned by Commissioner, FCS 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.

vi) In the event of the bidder’s inability to service the contract for whatever reason, Commissioner, FCS shall revoke the PBG. Commissioner, Food and Civil Supplies 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.

vii) The Commissioner, FCS shall also be entitled to make recoveries from the bills of the bidder, PBG or any other payment due, in case of any error/ omission on bidder’s part.

26. Resolution of disputes:

In case of any disagreement or dispute between Commissioner, FCS and the bidder, the dispute will be resolved in a manner as outlined hereunder. Commissioner, FCS and the bidder shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute between them on any matter connected with the contract or in regard to the interpretation of the context thereof. If, after thirty (30) days from the commencement of informal negotiations, Commissioner, FCS and the bidder have not been able to resolve amicably a contract dispute, such differences and disputes shall be referred, at the option of either party, to the arbitration of one single arbitrator to be mutually agreed upon and in the event of no consensus, the arbitration shall be done by three arbitrators, one to be nominated by the Commissioner, FCS one to be nominated by the bidder and the third arbitrator shall be nominated by the two arbitrators nominated as above. Such submission to arbitration will be in accordance with the Arbitration and Conciliation Act, 1996. Upon every or any such reference, the cost of and incidental to the references and award shall be at the discretion of the arbitrator or arbitrators or Umpire appointed for the purpose, who may determine the amount thereof and shall direct by whom and to whom and in what manner the same shall be borne and paid. Courts of Bangalore city shall alone have jurisdiction to the exclusion of all other courts, in respect of all differences and disputes envisaged above.

Commissioner,
Food, Civil Supplies and Consumer Affairs, Bangalore
Part-VI

TECHNICAL / PRE-QUALIFICATION BID

From:
..................................................................................................................................
..................................................................................................................................
..................................................................................................................................

To

The Commissioner for Food, Civil Supplies and Consumer Affairs,
Karnataka State Co-operative Marketing Federation Building,
No.8, Cunningham Road, Bangalore-560052.

Sir,

Sub: Submission of financial bid for supply, installation and
maintenance of Electronic Weighing-cum-Point of Sale
Electronic Machine for use in fair price shops in Gulberga
District in the state of Karnataka..


In response to the above tender notification, having studied and understood all
the terms and conditions of the said tender notification and the RFP thereof, in regard
to supply, installation and maintenance of Electronic Weighing-cum-Point of Sale
Machines, I / We submit the Technical/pre-qualification bid as follows:

Table-A

GENERAL INFORMATION ABOUT THE BIDDER

<table>
<thead>
<tr>
<th></th>
<th>Name of the Company /Firm</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Address (of both H.O and Branch office)</td>
</tr>
<tr>
<td>3</td>
<td>Telephone Number (s)</td>
</tr>
<tr>
<td>4</td>
<td>E-mail address</td>
</tr>
<tr>
<td>5</td>
<td>Website</td>
</tr>
<tr>
<td>6</td>
<td>Legal Status</td>
</tr>
<tr>
<td>7</td>
<td>Date of Establishment / incorporation</td>
</tr>
<tr>
<td></td>
<td>Quality Certifications attained by the firm</td>
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<tr>
<td>---</td>
<td>---------------------------------------------</td>
</tr>
<tr>
<td>9</td>
<td>Details of the contact person of the bidder for future correspondence</td>
</tr>
<tr>
<td></td>
<td>□ Name</td>
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<td></td>
<td>□ E-mail</td>
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<td></td>
<td>□ Phone/mobile</td>
</tr>
<tr>
<td>10</td>
<td>Name and address of the manufacturer</td>
</tr>
<tr>
<td>11</td>
<td>Brand name</td>
</tr>
<tr>
<td>12</td>
<td>Place of manufacture and address</td>
</tr>
<tr>
<td>13</td>
<td>Particulars of dealership authorization in case the bidder is not the original equipment manufacturer [enclose the dealership letter of authorization]</td>
</tr>
<tr>
<td>14</td>
<td>Particulars of annual turnover of the dealer in the last three financial years as per audited accounts</td>
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<td>15</td>
<td>Particulars of annual turnover of the manufacturer in the last three financial years</td>
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<td>16</td>
<td>EMD details:</td>
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<tr>
<td></td>
<td>Name of the Bank:</td>
</tr>
<tr>
<td></td>
<td>EMD Valid upto</td>
</tr>
</tbody>
</table>

Documents attached:

1. Documents enumerated in clause 2 of the tender notification.
2. Certified Copies of audited Balance Sheets and IT returns that clearly show and confirm the figures.
3. Sufficient evidence to support information provided in the above table.

Signature of the bidder with seal

[Signature]
Table-B

DETAILS OF BRANCH OFFICES/SERVICE CENTRES/FIELD OFFICES OF THE BIDDER IN KARNATAKA

<table>
<thead>
<tr>
<th>Sl. No</th>
<th>Place</th>
<th>Location address</th>
<th>Phone No.</th>
<th>Date of establishment</th>
<th>Staff strength</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

Date
Place:  
Signature of the bidder with seal
Part-VII
FINANCIAL BID

From:
………………………………………….
………………………………………….
………………………………………….

To
The Commissioner of Food, Civil Supplies and Consumer Affairs
Karnataka State Co-operative Marketing Federation Building,
No.8, Cunningham Road, Bangalore-560052.

Sir,

Sub: Submission of financial bid for supply, installation and
maintenance of Electronic Weighing-cum-Point of Sale
Electronic Machine for use in fair price shops in Gulberga
District in the state of Karnataka..


In response to the above tender notification, having studied and understood all
the terms and conditions of the said tender notification and the RFP thereof, in regard
to supply Installation, and maintenance of Electronic weighing-cum-Point of Sale
Electronic Machines for use in fair price shops located in Gulberga District in the state
of Karnataka, I / We submit the financial bid as follows:

<table>
<thead>
<tr>
<th>Sl.No</th>
<th>Description of work</th>
<th>Name of the District</th>
<th>Number of Fair Price shops</th>
<th>Unit price (In Rupees)</th>
<th>Net Value (In Rupees)</th>
<th>Tax (in Rupees)</th>
<th>Total Value (In rupees)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Supply Installation and maintenance of EWPOS machines in the state of Karnataka</td>
<td>Gulberga</td>
<td>996</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Date
Place: Signature of the Bidder with seal

Date
Place: Signature of the Bidder with seal