

15 -ാം കേരള നിയമസഭ

10 -ാം സമ്മേളനം

നക്ഷത്ര ചിഹ്നം ഇല്ലാത്ത ചോദ്യം നം. 2366

12-02-2024 - ൽ മറുപടിയ്ക്ക്

റേഷൻ കടകളിലെ ഇ-പോസ് മെഷീൻ

ചോദ്യം		ഉത്തരം	
ശ്രീ ടി. സിദ്ദിഖ്		ശ്രീ ജി ആർ അനിൽ (ക്ഷേമ-പൊതുവിതരണ വകുപ്പ് മന്ത്രി)	
(എ)	റേഷൻ വിതരണം നടത്തുന്നതിനുള്ള ഇ-പോസ് സംവിധാനത്തിന്റെ പരിപാലനക്കരാറിന്റെ കാലാവധി അവസാനിച്ചിട്ടുണ്ടോ; കരാർ പുതുക്കി നൽകാൻ വീണ്ടും ടെൻഡറുകൾ ക്ഷണിച്ചിട്ടുണ്ടെങ്കിൽ അതിന്റെ വിശദാംശങ്ങളും ആർക്ക് അനുവദിച്ചു എന്നതും അറിയിക്കാമോ;	(എ)	ഇ-പോസ് സംവിധാനത്തിന്റെ പരിപാലന കരാർ 31/05/2023നു അവസാനിച്ചു. കരാർ പുതുക്കി നൽകുന്നതിന് ജം പേർട്ടൽ മുഖേന 20/10/2023നു ടെൻഡർ ക്ഷണിച്ചിരുന്നു. ഒരു കമ്പനിയും ബിഡ് സമർപ്പിക്കാത്തതിനാൽ ടെണ്ടർ നടപടികൾ റദ്ദ് ചെയ്യുകയും തുടർന്ന് 21/12/2023നു റീ-ടെണ്ടർ ക്ഷണിക്കുകയും ചെയ്തു. നടപടികൾ പുരോഗമിക്കുന്നു.
(ബി)	ഇ-പോസ് ടെൻഡർ രണ്ടു തവണയായി ഒരു കമ്പനിക്ക് നീട്ടി നൽകി എന്നത് ശരിയാണോ; ഏതു സാഹചര്യത്തിലാണ് ഇതു നീട്ടി നൽകിയത്; ടെൻഡർ വ്യവസ്ഥകൾ സ്വീകാര്യമല്ലെന്ന് പ്രീ ബിഡ് ചർച്ചകളിൽ പങ്കെടുത്ത കമ്പനികൾ അറിയിച്ചിട്ടുണ്ടോ; വിശദമാക്കാമോ;	(ബി)	ഇ-പോസ് സംവിധാനത്തിന്റെ പരിപാലനക്കരാർ നിലവിലെ കരാർ ഉടമകളായ M/s. Linkwell Tele Systems കമ്പനിക്ക് രണ്ടു തവണ നീട്ടിനൽകിയിട്ടുണ്ട്. പുതിയ ടെൻഡർ ക്ഷണിക്കുന്നതിന് സപ്ലൈകോയെ ചുമതലപ്പെടുത്തുകയും വകുപ്പ് തയ്യാറാക്കിയ ടെൻഡർ ഡോക്യുമെന്റ് പരിശോധിക്കാനും ഭരണാനുമതി നൽകുന്നതിനും സമയം ആവശ്യമായതിനാലും ആദ്യം 01.06.2023 മുതൽ ആറ് മാസത്തേയ്ക്കും തുടർന്ന് 20.10.2023 ന് വിളിച്ച ടെൻഡറിൽ ഒരു കമ്പനിയും ബിഡ് സമർപ്പിക്കാതിരുന്നതിനാലാണ് കരാർ രണ്ട് തവണ നീട്ടി നൽകേണ്ടിവന്നത്. ടെൻഡറിലെ ചില വ്യവസ്ഥകൾ സ്വീകാര്യമല്ലായെന്ന് കമ്പനികൾ അറിയിക്കുകയും അതിന് മറുപടി നൽകുകയും ചെയ്തിട്ടുണ്ട്. കമ്പനികൾ ഉന്നയിച്ച ചോദ്യങ്ങളും അവയ്ക്കു നൽകിയ മറുപടിയും അനുബന്ധമായി ചേർക്കുന്നു.
(സി)	ഏതെല്ലാം വ്യവസ്ഥകളാണ് ടെൻഡറിൽ പുതുക്കിയോ ഭേദഗതി ചെയ്തോ ഉൾപ്പെടുത്തിയത്; ഇതിലെ ഏതൊക്കെ വ്യവസ്ഥകൾ സംബന്ധിച്ചാണ് കമ്പനികൾ എതിർപ്പ് അറിയിച്ചത്; വിശദമാക്കാമോ;	(സി)	പിരിവ് (ബി)യുടെ മറുപടി കണ്ടാലും.
(ഡി)	ഇ-പോസ് സംവിധാനത്തിലെ തകരാർ സംബന്ധിച്ച് മുൻപ് ഉയർന്ന പരാതികൾ പരിഹരിച്ചിട്ടുണ്ടോ; വിശദമാക്കാമോ?	(ഡി)	റേഷൻ വിതരണം സ്ഥിരമായി തടസ്സപ്പെടുന്ന രീതിയിലുള്ള യാതൊരു സാങ്കേതിക പ്രശ്നങ്ങളും നിലവിലില്ല. റേഷൻ വിതരണത്തിൽ ഭാഗികമായി തടസ്സം ഉണ്ടാക്കുന്ന സാങ്കേതിക പ്രശ്നങ്ങൾ

ശാശ്വതമായി പരിഹരിക്കുന്നതിന് തുടർനടപടികൾ സ്വീകരിച്ചിട്ടുണ്ട്. കഴിഞ്ഞ വർഷം ഏപ്രിൽ 1 മുതൽ 30 വരെയുള്ള കാലയളവിൽ എല്ലാ ഇ-പോസ്റ്റ് മെഷീനുകളുടെയും സർവ്വീസ് വിഷൻടെക് എന്ന സ്ഥാപനം പൂർത്തീകരിച്ചിട്ടുണ്ട്. നിലവിൽ റേഷൻ വിതരണത്തിൽ ഉപയോഗിച്ചിരുന്ന BSNL ബാൻഡ് വിഡ്ത്ത് 20 എം.ബി. പെർ സെക്കന്റ് എന്നത് 50 എം.ബി. പെർ സെക്കന്റിലേക്ക് ഉയർത്തിയിട്ടുണ്ട്. ഡിപ്പാർട്ട്മെന്റ് AUA സെർവറിൽ ഉണ്ടാകുന്ന സാങ്കേതിക പ്രശ്നങ്ങൾ കാരണം റേഷൻ വിതരണം മുടങ്ങാതിരിക്കുന്നതിനായി NIC-യുടെ AUA സെർവറുകൾ കൂടി വിതരണത്തിൽ ഉൾപ്പെടുത്തുന്നതിന് NIC-യ്ക്കും UIDAI യ്ക്കും കത്ത് നൽകിയിട്ടുണ്ട്. റേഷൻ വിതരണവുമായി ബന്ധപ്പെട്ട് ഇ-പോസ്റ്റ്, സെർവറുകളിലെ സാങ്കേതിക പ്രശ്നങ്ങൾ കാരണമായി ഉണ്ടാകുന്ന ഭാഗികമായ തടസ്സങ്ങൾ ഉടൻതന്നെ ബന്ധപ്പെട്ട ഏജൻസികളുമായി ചേർന്ന് കൊണ്ട് പരിഹരിക്കാറുണ്ട്. ബയോമെട്രിക് ഓതെന്റിഫിക്കേഷൻ ഉപയോഗിച്ചുള്ള റേഷൻ വിതരണം Authentication User Agency (AUA), Authentication Server Agency (ASA), UIDAI (ആധാർ സെർവർ) എന്നിവയുടെ ഒരുമിച്ചുള്ള പ്രവർത്തനത്തിലൂടെയാണ് സാധ്യമാകുന്നത്. ടി സെർവറുകൾ കൃത്യമായി പ്രവർത്തിച്ചാൽ മാത്രമേ റേഷൻ വിതരണത്തിൽ തടസ്സം നേരിടുന്നത് പൂർണ്ണമായും ഒഴിവാക്കുവാൻ സാധിക്കുകയുള്ളൂ. എന്നാൽ Authentication User Agency (AUA), Authentication Server Agency (ASA), UIDAI (ആധാർ) എന്നിവയുടെ സെർവറുകൾ സംസ്ഥാന സർക്കാരിന്റേ നിയന്ത്രണത്തിൽ ഉള്ളവയല്ല. റേഷൻ വിതരണത്തിലെ ബയോമെട്രിക് ഓതെന്റിഫിക്കേഷനുമായി ബന്ധപ്പെട്ട് ഉണ്ടാകുന്ന തടസ്സങ്ങൾ വളരെ വേഗത്തിൽ പരിഹരിക്കുന്നതിനായി NIC യുടെ Alternate AUA അഡോപ്റ്റ് ചെയ്യുന്നതിന് ആവശ്യമായ നടപടി സ്വീകരിച്ചിട്ടുണ്ട്

സെക്ഷൻ ഓഫീസർ

Annexure

The clarification sought for the Companies and the reply thereon

SL. NO	COMPANIES QUERIED	RFP Document Reference(s) Section and Page Number(s)	Content of RFP requiring Clarification(s)	Points of Clarification	Clarification
<u>1</u>	I Smart, Linkwell Telesystems, Senrysa, Bourgeon, Hydrogen	6.13 Insurance and page no 67 and 2.2 Indicative Scope of work Point 1.4 page no 9 ,Scope of work page no 75 Insurance condition	The e-Pos to be maintained under the AMC shall be fully insured against any loss other than Force Majeure events during client site, transit, during repair/maintenance. The insurance charges shall be borne by the Successful Bidder and the Department of Food and civil Supplies shall not pay any additional charges over and above the agreed bid amount. (As per Letter from Commissioner Of Civil Supplies Dt.12/12/2023). The bidder has to submit the certificate of insurance covering all the risks mentioned above. The tenure of the insurance claimed till the last date of AMC.	The Request for Proposal (RFP) is for the comprehensive Annual Maintenance Contract (AMC) for 3 years for ePOS devices ,which is deployed in ARDs for the past five years. We would like to inform that the ownership of the devices are under Supplyco as per the contract . It is understood that the vendor doesn't have any authority to take the Insurance .Also it is understood from the Insurance vendors that they are not providing insurance to 5 year old electronic goods. Therefore, we would like to request to remove the clause from the RFP document	This clause can't be excluded from RFP as Government has already spend a CAPEX amount of around 57Cr. The bidders may be asked to provide two separate quotes with and without insurance coverage.
<u>2</u>	I-Smart Link well Telesystems, Senrysa, Bourgeon, Hydrogen	PENALTY CHARGES page no 84 section 1 Hardware Functionality Clause(B)	Down Time & Response (Restoration of original equipment to render service /Through Standby arrangement -After Two Hour and up to the next one hour (If an	The department previously established a current engineer spread of one engineer per taluk, adhering to the SLA TAT of 4 hours in the existing tender	The clause will be applicable only in normal terrains. In all other notified diverse geographic areas/terrains the

			<p>e-PoS related complaint is registered at a ration shop in the taluk, in the meantime where the system engineer is addressing another e-PoS related complaints within the same taluk, the penalty clause shall be engineer is addressing another e PoS related complaints within the same taluk, the penalty clauses shall be exempted under this condition)(As per Ltr.No.CCS/3139/202 2-IT6 Dtd.25.11.23) 2000/- shall be imposed for each defective machine</p>	<p>conditions. If the department wishes to modify the SLA terms to 2 hours, it's essential to acknowledge that the engineer requirements in taluks may increase due to diverse geographic areas, terrains such as high ranges, rural gut roads, forest areas, and transportation dependencies like jangar and boat in certain taluks like Cherthala, Peerumedu, Vellarikundu, Kothamangalam, Nedumangad, Neyyattinkara, Kollam, Konni, Kunnathunadu, Mannarkkadu, etc. This modification will significantly impact the project commercially, leading to a slight increase in the project cost. Therefore, the department kindly requests consideration and inclusion in the Bill of Quantities (BOQ) to accommodate the necessary manpower calculation from the bidder's side..</p>	<p>minimum time for attending the issue can be fixed at 3 hours.</p>
3	I-Smart, Linkwell Telesystem s Bourgeon, Hydrogen	<p>PENALTY CHARGES page no 85 section 2 Software Functionality Clause E</p>	<p>After 3 Hour and up to the next one hour ---- Rs 30000/- shall be imposed</p>	<p>Any penalty clause will be applicable exclusively to EPOS software, and issues related to any other server or associated applications will not fall within the bidder's scope of responsibility. Request you to modify the clause .</p>	<p>To differentiate between various functional errors/details of Software components can be easily identifiable according to the error codes published by the Department. The penalty charges will be applicable only to particular error codes associated with</p>

					the successful bidder's functions.
4	Linkwell Telesystems	PENALTY CHARGES page no 85 section 1 Hardware Functionality Clause C	After Three hours and up to every consecutive hour thereafter then penalty Rs.3000/- for every subsequent hour shall be levied in addition to the fine levied under clause (B)	The department previously established a current engineer spread of one engineer per taluk, adhering to the SLA TAT of 4 hours in the existing tender conditions. If the department wishes to modify the SLA terms to 2 hours, it's essential to acknowledge that the engineer requirements in taluks may increase due to diverse geographic areas, terrains such as high ranges, rural gut roads, forest areas, and transportation dependencies like jangar and boat in certain taluks like Cherthala, Peerumedu, Vellarikundu, Kothamangalam, Nedumangad, Neyyattinkara, Kollam, Konni, Kunnathunadu, Mannarkkadu, etc. This modification will significantly impact the project commercially, leading to a slight increase in the project cost. Therefore, the department kindly requests consideration and inclusion in the BOQ to accommodate the necessary manpower calculation from the bidder's	Already explained in detail for Query 2

5	I-Smart, Link well Telesystems, Senrysa, Bourgeon, Hydrogen	SCOPE OF WORK 1.18 page no 78	1.18 All network related problems need to be attended and rectified this for proper functioning of the e-Pos. This includes troubleshooting & maintenance of inserted SIM, Network connectivity (Bluetooth, WIFI), in the existing setup/configuration including the replacement of faulty components. The bidder should be fully responsible for making Internet connectivity functional, as per installed plan/the network (Wi-Fi) provided by ARD.	side. We would like to inform you that the SIMs ,which is using on the E Pos devices provided by Supplyco. The vendor does not have any control over the network issues and Sims .Our Understanding is that the RFP is only for the Maintenance of hardware and E Pos related software issues of Installed e-Pos devices. Hence We are requesting to modify /remove this clause.	The Network Connectivity issues which might arise because of the malfunctioning of e-POS components only need to be addressed by the Successful bidder.
6	I-Smart, Senrysa, Hydrogen	2.11Capacity Building / Training 2.11Capacity Building / Training, 2 in page no 21	Such trainings and skills shall be imparted to all employees of the Department (shall be nominated by the department under the essentiality criteria) and ARD owners involved in the processes pertaining to the selected services	Training for AMC project is not relevant because the end users are already well trained and they have been using the device from last 5 years.	This shall be given only to new FPS Owners appointed by the department.
7	I-Smart, Hydrogen, Senrysa	6.11 Force Majeure, page no 65	The bidder or the Department of Foodand civil Supplies shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to	Termination of agreement in association with the force majeure is not acceptable because the the conditions are not predictable in such cases .Request your attention on this and kindly change the clause	Force Majeure is a standard clause and only general conditions are made applicable in this case.

			indemnity, confidentiality survive termination of the contract.		
<u>8</u>	I-Smart, Bourgeon, Hydrogen, Senrysa, Linkwell Telesystems	6.5 Pre-qualification Evaluation, Average Net Worth (Sr.no 2) in page no 52	The average Net Worth for the past three years of the responding firm must be not less than Rs. 30 crore	The specified average net worth and turnover requirements in the tender are considerably high for large-scale projects, which may restrict the participation of medium-sized service organizations. We kindly request you to revise the clause regarding the average net worth to be set at or below 5-7 crore for greater inclusivity.	The current value of the machines after depreciation value (@10% per annum) comes to around 33.65Cr. So this clause can't be changed.
<u>9</u>	I-Smart, Bourgeon, Hydrogen, Senrysa	3.3 Operational Support, 7 in page no 27	The AMC shall be only for the existing e-POS machines as detailed in the BOQ. However, the successful bidder shall provide Supplementary/Complementary support for the equipments/Softwares which might be integrated in the existing e-POS machines during the period of the agreement (As per email received from Commissioner of Civil Supplies Dtd. 12/12/2023)	It is crucial to underscore that the bidder's responsibility is in to the maintenance of the hardware and software of the ePOS device. The bidder will not extend support to any additional equipment or potential hardware acquisitions by the department unless the equipment undergoes testing for ePOS integration. The bidder is not obliged to provide support for equipment or software from a third party. We kindly request a modification to this clause.	The bidder shall support the department to integrate equipments/softwares which is compatible with the current specs of the software and Hardware.
<u>10</u>	Linkwell Telesystems	3.3 Operational Support, 7 in page no 27	The AMC shall be only for the existing e-POS machines as detailed in the BOQ. However, the successful bidder shall provide Supplementary/Complementary	we would like to inform that supplementary/complementary support for the equipment/softwares which might be integrated with existing e pos	The bidder shall support the department to integrate equipments/softwares which is compatible with the

			<p>support for the equipments/Softwares which might be integrated in the existing e-POS machines during the period of the agreement(As per email received from Commissioner of Civil Supplies Dtd.12/12/2023)</p>	<p>machine during the period of agreement will be possible only if the complementary/supplementary equipment is purchased through the successful bidder and technically compatible with the existing e pos machine .Also We would like to inform that the Present devices installed on the ARDs as per the required specification of BID floated by Supplyco as per MIS/5641/17 Dated 22-02-2017</p>	<p>current specs of the software and Hardware.</p>
11	Linkwell Telesystems ,Burgeon Senrysa	2.12Manpower requirements page no 22	<p>The project would require provisioning of dedicated manpower to provide support during the process and setting up necessary helpdesk after the execution of the AMC. The Successful bidder shall constitute and maintain a dedicated helpdesk for addressing e-PoS related complaints. There should be adequate resources for all activities including developing software(s), testing and maintenance of solution, managing on-ground support, troubleshooting etc. The Successful Bidder is required to provide an estimate for the manpower resources they would employ for the process.</p>	<p>Requesting to provide the provision for put and calculate the number of engineers for the field support on BOQ by the Bidder, apart from the fixed number of 85 Engineers given by the department on the BOQ for attending the service issues within 2 hours, is very crucial for maintain the TAT . As per our experience in few Taluks like Cherthala,Kunnathu nadu,Kuttanadu,Konni,Peerumedu, Neyyattinkara, Nedumngad etc which have different terrains -high range,rural gut roads,Forest area,depends on jangar transportation etc . We</p>	<p>The clause will only applicable to normal terrains. In all other notified diverse geographic areas/terrains the minimum time for attending the issue can be fixed at 3 hours.</p>

				would like to request you to modify the clause in BOQ .	
<u>12</u>	Linkwell Telesystems ,Burgeon	2.6 Critical Defects, page no 17	These defects are extremely severe defects, which have already halted or capable of halting the operation of business system. It means the defect has stopped some business functions therefore forcing the deployment of manual workaround procedures into operation. Machine/parts burned or stopped working by short circuit/Overheating inside the machine affected other than by Natural disaster shall come under Critical Defects and the same shall be covered under AMC.	Request you to exclude from the bidders' responsibility any issues related to short circuits or overheating that may be associated with the ARD shop's infrastructure, including internal/ external electrical wiring or power supply short circuits.	The bidder will only responsible for the issues with that of ePOS machines alone.
<u>13</u>	Linkwell Telesystems ,Senrysa ,Hydrogen	4.1 Software Maintenance, 4.1.1 Device at ARD in page no 32	The successful bidder to ensure that the device has to be enclosed within a solid rugged casing to prevent any physical damage to the device. The casing should also ensure that there is no impact on the device or solution e.g. overheating, reduction in signal strength etc	usually the user is accountable for any physical damage to hardware, and replacements will be made on a cost basis. This falls outside the scope of the bidder's responsibilities, and we are requesting you to please take this into consideration and modify the clause.	This condition can be omitted
<u>14</u>	Linkwell Telesystems ,Senrysa ,Hydrogen , Burgeon	10. Service Level Agreement, Description of services provided in page no 74	The Successful Bidder shall ensure that average application up time between various defined operating locations is not less than 99.5% per week always except in any planned	Ensuring a 99.5% uptime involves dependencies on external entities for maintenance. This responsibility is shared among all stakeholders and is not solely the responsibility of the	To differentiate between various functional errors/details of Software components the error codes published by the Department

			<p>software/hardware/network outage approved by Department of Food and Civil Supplies in advance. The Successful Bidder shall ensure that average page loading time for application & reports is not more than 10 seconds. The service level dependency in this case is functioning of communication link via Telephone ExchangeLine or anyother means, uncovered power outage by the State Data Centre, breakdownof the hardware and networking equipment of the servers, scheduled down time for upgrade & patches for application and system software, planned maintenance etc. The selected Successful Bidder shall plan scheduled downtime outside primary business hours (office hours) with prior permission from Department of Food and Civil Supplies. In exceptional circumstances Department of Food and Civil Supplies may allow the Successful Bidder to plan scheduled down time during primary business hours (office hours). For every 1% drop in average application uptime per week during maintenance& hand holding support for software, the</p>	<p>individual bidder. While the bidder is accountable for EPOS hardware issues, it is essential for all other stakeholders, including external agencies such as NIC, IT Mission, their servers, UIDAI, AUA, ASA, and service providers etc.etc , to collaborate in maintaining the seamless operation of PDS distribution. Requesting to modify the same.</p>	<p>is sufficient. The penalty charges will only be made applicable to particular error codes associated with the successful bidder's functions.</p>
--	--	--	--	---	---

			bidder shall be liable to a penalty at 5% of the value of work order, up to		
<u>15</u>	Linkwell Telesystems ,Senrysa ,Hydrogen , Burgeon	10. Service Level Agreement, Description of services provided in page no 72	The Successful Bidder shall ensure that average hardware up time at various defined operating locations is not less than 99.5% per week always except in any planned software/hardware/network outage approved by Department of Food and Civil Supplies in advance. The service level dependency in this case is functioning of communication link via Telephone Exchange Line or any other means, uncovered power outage by the State Data Centre, breakdown of the hardware and networking equipment of the servers, scheduled down time for upgrade & patches for application and system software, planned maintenance etc.	We understand that the bidder is responsible for maintain the up time of epos device .The average hardware uptime should be calculated, excluding instances of physical damages, network connectivity issues, server/server side application problems, UIDAI, ,IT Mission,NIC and AUA issues.Request you to please confirm and provide clarification.Also requesting to modify the clause.	To differentiate between various functional errors/details of Software components the error codes published by the Department is sufficient. The penalty charges will only be made applicable to particular error codes associated with the successful bidder's functions.
<u>16</u>	Senrysa, Hydrogen	10. Service Level Agreement, Description of services provided in page no 72	The selected Successful Bidder shall plan scheduled downtime outside primary business hours (office hours) with prior permission from Department of Food and Civil Supplies. In exceptional circumstances Department of Food and Civil Supplies may allow the Successful Bidder to plan scheduled down time during primary business hours (office	We understand that the Server components are not under the scope of the ePOS AMC tender. We understand that the department will arrange SIM cards and internet connectivity. As a result, issues related to network, server, and server-based applications' uptime and downtime are not within the bidder's	To differentiate between various functional errors/details of Software components the error codes published by the Department is sufficient. The penalty charges will only be made applicable to particular error codes associated with the successful

			hours). For every 1% drop in average hardware uptime per week during maintenance & hand holding support for hardware, the bidder shall be liable to a penalty at 5% of the value of work order, up to a maximum of 25 %, after which Department of Food and Civil Supplies shall be at liberty to cancel the contract. For the purpose of this clause, part of week shall be considered to be a full week.	responsibility.	bidder's functions.
<u>17</u>	Linkwell Telesystems	PENALTY CHARGES page no 85 section 2 Software Functionality Clause E,F,G	After Three Hour and up to the next one hour - ---Rs 30000/- shall be imposed	The bidder responsibility is limited to device side software and any other software issues may be excluded from the scope of the bidder .Since its a online application there are other stack holders in the project such as NIC/AUA/ASA/UIDA I/It mission which will impact the software functionality. Hence we request you to kindly modify the clause	The bidder will only responsible for the issues with that of ePOS machines alone.
<u>18</u>	Burgeon	PENALTY CHARGES page no 85 section 2 Software Functionality Clause E,F,G	After Three Hour and up to the next one hour - ---Rs 30000/- shall be imposed	We kindly request the consideration of standardizing the Turnaround Time (TAT) hours for AMC, aligning with those observed in other government projects across various locations. These conditions should be applicable to server or server-related issues, which are typically manageable	The bidder will only responsible for the issues with that of ePOS machines alone.

				from a single point. The current minimum manpower outlined in the RFP may not be sufficient to meet these requirements effectively.	
<u>19</u>	Hydrogen	PENALTY CHARGES page no 85 section 2 Software Functionality Clause G and PENALTY CHARGES page no 85 section 2 Security Management Clause K	After Three hours and up to every consecutive hour thereafter----- Rs.20000/- shall be imposed in addition to the fine levied under clause	External dependencies exist for issues beyond those pertaining to device-side software. It's important to clarify that other software issues do not fall under the liability of the bidder.Request you to modify the clause	The bidder will only responsible for the issues with that of ePOS machines alone
<u>20</u>	linkwell Telesystems ,Senrysa	PENALTY CHARGES page no 81 section 2 Security Management Clause I,J,K,E	After One Hour and up to the next one hour ----Rs 30000/- shall be imposed	The bidder responsibility is limited to device side software and any other software issues may be excluded form the scope of the bidder .Since its a online application there are other stack holders in the project such as NIC/AUA/ASA/UIDA I/It mission which will impact the software functionality. Hence we request you to kindly modify the clause	The bidder will only responsible for the issues with that of ePOS machines alone.
<u>21</u>	Senrysa, Hydrogen	2.11Capacity Building / Training section 1 to 6 page no 21 and 1.32 in page no 13	1.32. Bidder shall be responsible for ensuring the effective training of Government officials, technical teams, ARD owners and other authorized stakeholders 4. Prepare and organize training programs to facilitate the user (The officials of the Departments and ARD owners) in the efficient usage of the	The training of huge nos of FPS owners such as 14316 nos as per RFP , Govt officials , technical teams and other authorised stake holders is time consuming and cost involved process with dedicated manpower utilisation for the activity .Request department to give	This shall be given only to new FPS Owners appointed by the department.

			new system as when the new feature being introduced in e-PoS	clarification for the support provided from department for the training .	
<u>22</u>	senrysa, Hydrogen, Burgeon	2.14 Information Security Management, 4 in page no 24 3.1 System Administration and Trouble Shooting, a in page no 25	As per the AMC, the successful bidder should be able to ensure the integrity of the system from accidental or malicious damage to data.	As we understand that the present epos is a online solution and it operates entirely online, with no data stored on the device. In that scenario please clarify the relevance of this clause .	As the department is planning to deploy offline mode in ePOS, data need to be stored in the ePOS locally, till upload in the website
<u>23</u>	senrysa	3.3 Operational Support, 1 in page no 26	Successful Bidder shall provide a comprehensive/replacement AMC for three years from the date of awarding the AMC for all equipment. Successful Bidder shall obtain the product certificate and onsite free service from OEM on all licensed software at no additional cost from the Department of Food and Civil Supplies, computer hardware and peripherals, networking equipment and other equipment during the period of the AMC.	The bidder's sole responsibility is to maintain the hardware and software of the ePOS device. Any other equipment or future hardware acquisitions made by the department will not fall under the existing ePOS AMC, and the bidder is under no obligation to offer support for such hardware. We kindly request a modification of this clause.	This clause is applicable only to other bidders except Linkwell Telesystems as they are the current OEM, for the e POS machines.
<u>24</u>	senrysa	4.1.2 e-PoS Functional maintenance, page no 34	Client software should support all connectivity options (3G, 4G, 5G and WIFI) and shall support services provided by various telecom providers	As the tender is for maintenance of existing e pos device .we understand specification given in the tender that the existing EPOS devices supports for 2G 3G, 4G, and Wi-Fi and hence department may remove 5G from the clause	5G can be excluded.
<u>25</u>	senrysa	4.2 Hardware Maintenance (At	The replacement/upgradat	As we understand the AMC is for	The bidder shall

		ARD), page no 34	ion of the Device/Hardware shall also be done as and when required or demanded by the department as per orders/instructions from the GoI/GoK	existing epos device hence "The replacement/upgradation of the Device/Hardware shall also be done as and when required or demanded by the department as per orders/instructions from the GoI/GoK" is not in bidders scope . If the bidder is required to replace these devices with a upgraded/ New hardware, then it will be on Cost basis as this will on additional cost	repalce/upgrade the parts of the equipments/software which is compatible with the current specs of the software and Hardware
26	senrysa	6.5 Pre-qualification Evaluation, Annual Turnover in Software development and deployment (including implementation) (Sr.no 4) in page no 53	The firm/ company must have minimum average annual turnover of Rs. 10 (Ten) crores over the preceding three financial years asrevealed by audited accounts, as on May 31,2023(As per ltr.no.CCS/3139/2022-IT6Dtd.7/11/23)	Kindly adjust the turnover and net worth in proportion for better clarity to the bidders. If the annual turnover is 10 crore, the company may not necessarily have a net worth of 30 crore. In this context, we propose revising it to a turnover of 10 crore and above, and a net worth of 5 crore and above.	The current value of the machines after depreciation value (@10% per annum) comes to around 33.65Cr. So this clause can't be changed
27	Senrysa, hydrogen, Burgeon	6.5 Pre-qualification Evaluation, Manpower strength (Sl.no 7) in page no 54	The responding firm must have at least a 100 member IT Staff of technically qualified personnel in the domain of software development and implementation on its roll with minimum qualification of B.E MCA or higher having 3 or moreyears of IT experience as on May 31, 2023on its payroll. Self Certification by the authorized signatory	As we understand the AMC is for Maintence and support of existing epos and project is running for last 5 to 6 years. .In this scenario request you to kindly, clarify the relevance for the Bidder to have 100 nos of IT staff in their Rolls this is not an IT infrastructure project. .Another point is that the PF	This need not be a pre-requisite condition for taking part in tender.

			with clear declaration of staff, (year wise, level/designationwise, qualification, experience, IT skills) a) PF Register showing the number of subscribers along with the deposit of challan as proof. OR From consortium member	details of Employees are Confidential data and hence cannot be shared in Public domain.Hence, we request to remove the clause	
<u>28</u>	senrysa, Hydrogen, Burgeon	6.5 Pre-qualification Evaluation, Certification (Sl.no11) in page no 54	The bidder must possess SEI -CMMi Level -3 or higher OR ISO 20000or higher certification by the date of publication of this RFP. Certificate for ISO 9001:2008/higher (Certification for POS Device, Design and Development, Manufacturing and Service) by the Manufacturer/OEM. Copy of Relevant Certificate which is valid on date of submission.	CMMI leve 3 is only available with Big IT / Software companies normally engaged in Large IT infrastructure Projects we request you to kindly remove this clause as bid will be restricted to large IT companies and Other bidders like us who has relevant experience in Similar lines will not be able to BID.So Request you to consider the other certifications also as a criteria for the submission of tender.	This can be confined to ISO 9001:2008 or higher
<u>29</u>	senrysa, Hydrogen, Burgeon	6.6 Technical Evaluation, Relevant Experience, Project relevance and specificity (SL NO 4) in page no 57	Experience in e-govenance projects in PDS or other social sector projects as a whole would be given preference over other e-govenance projects. The work order should have been issued within the last 5 years, as on May 31, 2023. -All bidders who have done PDS reform projects/AMC or other social sector projects (either 2 of 5 crore each or 1 of 10 crore) shall be awarded 20 marks -All bidders who have	We request you to Consider the experience in other projects like banking domain as well, since we doing Similar jobs in IT hardware supply for banks. Hence, we request you to kindly modify the clause to include supply and maintenance experience in Banks. That will helps for the more participations from the bidder.	Can be considered

			<p>done e-governance projects/AMC (either 2 of 5 crore each or 1 of 10 crore) shall be awarded 15 marks</p> <p>-All bidders who have done PDS project/AMC between Crore to 2 crore shall be awarded 10 marks for each project (Maximum 20 marks).</p> <p>-All bidders who have done e-governance project/AMC 1 Crore to 2 crore shall be awarded 5 marks for each project (Maximum 20 marks).</p>		
30	senrysa, Hydrogen, Burgeon	6.6 Technical Evaluation, Relevant Experience, Geographical scale of the project (SL NO 5) in page no 58	<p>Number of Districts of a state of India covered in one project which is successfully completed or ongoing. The work order should have been issued within the last 5 years, as on May 31, 2023. When the No. is: less than 2 Districts :0 marks 2 Districts: 5 marks 4Districts: 10 marks 6Districts: 15 marks equal to or more than 10 districts: 20 marks OR All the districts of 1 state of India: 20marks</p>	Usually for govt project any PO is issues for particular state not for the districts.hence request you to kindly modify the clause . Usualy the work orders and performance certificates mentioned only the state specific project and will not include the no of districts .	Need not Change.
31	burgeon, hydrogen	2.13 Business Continuity Planning, 2 in page no 23	Ensuring that there is no single point of failure and adequate level of redundancy is built in to meet the uptime and other requirements of this RFP. While building redundancies, it should be ensured that failure of a single component of communication link does not result in failure of primary as well as secondary connectivity. Hence	The responsibilities of the bidder are limited to the EPOS device, while uptime , redundancy primarily concern servers and server- applications. As a result, it is recommended to eliminate this clause from bidder liability.	The bidder will only responsible for the issues with that of ePOS machines

			<p>primary and secondary connectivity should be taken from 2 separate communication link providers and both links should not have any single point of failure. Preferably, all the redundancy shall be in auto fail over mode so that if primary component fails, secondary component automatically takes over. The Successful bidder shall maintain two step Communication channel (Primary and Secondary) whereas the each communication channel shall have separate service provider so as to avoid collision</p>		
<u>32</u>	burgeon, hydrogen	2.2 Indicative scope of work for Successful Bidder, 1.38 in page no 14	<p>All kind of errors with error code and reason which is publishing in e-pos shall be recorded in the backend and the error report and the details of corrective action taken shall be submitted to the Department in each quarter/month (as and when instructed by the department/the authority) along with SLA/invoice submission for the release of the payment.</p>	<p>Please modify the clause because the epos is a stand alone model which does not store any data and act as medium for getting data from server in online aspects.</p>	<p>As the department is planning to deploy offline mode in ePOS, data need to be stored in the ePOS locally, till upload in the website.</p>
<u>33</u>	33 Burgeon	8 Annexure, Quality Check in page no 69	<p>Department of Food and Civil Supplies shall engage a third-party quality certification agency for quality certification of the Hardware/software/Network application of the e-pos machine which is currently go</p>	<p>Cost involved in this activity and need more clarity</p>	<p>The cost for the same will be borne by the Department, if required. So this quality certification process will done</p>

			live. It is the responsibility of the selected bidder to make the application software/e-PoS certified by the quality certification agency empaneled by the Government. The Selected bidder should complete the quality certification process within 1 month after the execution of the AMC.		by the Department as and when it is required.
34	Burgeon	PENALTY CHARGES page no 86 section 2 Security Management Clause K, Clause I, Clause J	After Three hours and up to every consecutive hour thereafter --Rs.20000/- shall be imposed in addition to the fine levied under clause (I,J)	We kindly request the consideration of standardizing the Turnaround Time (TAT) hours for AMC, aligning with those observed in other government projects across various locations. These conditions should be applicable to server or server-related issues, which are typically manageable from a single point. The current minimum manpower outlined in the RFP may not be sufficient to meet these requirements effectively.	The clause will only be applicable to normal terrains. In all other notified diverse geographic areas/terrains the minimum time for attending the issue can be fixed at 3 hours.
35	Burgeon	2.10 Licenses, 5 in page no 21	The e-Pos machine shall be kept ready to integrate the new applications or initiatives implemented by the Department of Food and Civil Supplies,	Changes and enhancements are depends on the nature of work and related to cost .Please modify the clause	System readiness should be ensured by the Successful bidder, cost will be

			GoK/GoI as and when required without additional cost.		negotiated.
<u>36</u>	Burgeon	2.11 Capacity Building / Training 2.11 Capacity Building / Training, 6 in page no 21	The Successful Bidder would also be required to develop user manuals, brochures and computer based tool kits, PPTs and videos both in local language (Malayalam) and English to promote self-learning and assist training participants in undergoing the training.	Request department to clarify the offered training facilities and support from department	This shall be given only to new FPS Owners appointed by the department.
<u>37</u>	Burgeon	2.2 Indicative scope of work for Successful Bidder, 1.14 in page no 10	The Successful Bidder shall provide AMC Support across all components (including Hardware/Software) of the e-Pos which may be added by the end customer to the list of equipment under AMC on the existing terms as per tender	First and foremost, the bidder's role should be to support the hardware/software on epos device . It's important to note, however, that software-related problems outside of epos device's scope don't fall under the bidders remit. As far as we know, the server-side software is managed by department.	The bidder will only responsible for the issues with that of ePOS machines alone.
<u>38</u>	Burgeon	2.2 Indicative scope of work for Successful Bidder, 1.37 in page no 13	Bidder is required to carry out all such changes/enhancements in e-PoS client Software as are necessitated due to change(s)/addition in PDS application mandated or designed/deployed by GoI/GoK. Accordingly, all such changes shall be deployed/replicated in the PoS machines at all field locations without affecting business continuity and no additional cost other than AMC.	The RFP invited for the "AMC for deployed epos devices in kerala" under the department. We assumed that the responsibility is to maintain the epos system not for any enhancements or modifications in nearest future .Request you to please modify the clause from the bidder responsibility .	System readiness should be ensured by the Successful bidder
<u>39</u>	Burgeon	2.3 Various	Generate Monthly	This is not related	This condition

		Documents to be prepared / maintained, c in page no 14	report regarding updated record of stock which could be inspected by representative of the department. This should be in reconciliation with stock of the Commissioner ate of Civil Supplies and Consumer Affairs.	with epos ,the details of goods/ stock has manged and maintain by department in different entity	can be omitted
<u>40</u>	Burgeon	2.9 Enhancement Plan, page no 19	The Successful Bidder and the Department shall closely monitor all defects in functionality, performance, consistency checks etc. Also, based on the observations any enhancements/addition of new application suggested by the Department, GoK, GoI shall be incorporated in the solution that shall be implemented in the whole State of Kerala without additional cost.	The RFP invited for the "AMC for deployed epos devices in kerala" under the department. We assumed that the responsibility is to maintain the epos system not for any enhancements or modifications in nearest future .Request you to please modify the clause from the bidder responsibility .	System readiness should be ensured by the Successful bidder.
<u>41</u>	Burgeon	2.9 Enhancement Plan, page no 19	The Successful Bidder shall be responsible for the integration of the upgraded ARD automation solution in all the ARDs for the State of Kerala. ARD automation shall follow the timelines provided. These sub-phases shall be planned in a manner so as to integrate with the Supply Chain Management System (SCMS) operational in the Interim Storage Depots and Adhaar enabled Public Distribution System (AePDS).	The RFP invited for the "AMC for deployed epos devices in kerala" under the department. We assumed that the responsibility is to maintain the epos system not for any enhancements or modifications in nearest future .Request you to please modify the clause from the bidder responsibility	Need not Change.
<u>42</u>	Burgeon	2.10 Licenses, 3 in page no 20	The Successful Bidder shall review the licenses requirements with the Department of Food and Civil	Data centre activities are not involved as part of the bidder responsibility. So the	The bidder will only responsible for the various licences

			Supplies. The Department of Food and Civil Supplies shall clarify on the license requirements to be brought by the Successful Bidder and availability at State Data Centre.	licence which associated with server and data centre is not under the scope of bidder. Please modify	associated with that of ePOS machines alone.
<u>43</u>	Burgeon	3.5 General Requirements, i in page no 30	The selected Bidder shall replace any part/ component of the IT infrastructure supplied for the Project if the components are defective and during the entire AMC period the selected Bidder shall apply latest upgrades for all the hardware components after appropriate testing. The Department of Food and Civil Supplies shall not pay any additional costs separately for the overall IT infrastructure cost quoted by the selected Bidder.	Bidder is responsible for epos related hardware only and not entertain the other IT infrastructure. as per understanding the tender is for AMC support of epos device not for the IT infrastructure.	The bidder will only responsible for the issues with that of ePOS machines alone.
<u>44</u>	Hydrogen	2.2 Indicative scope of work for Successful Bidder, 1.17 in page no 11	All software related problems needs to be attended and rectified required for proper functioning of e-PoS. All software required for maintenance shall be provided by the Successful Bidder in consultation with OEM/Solution Provider or any other authorised agency including the replacement of faulty components. The bidder should be fully responsible for making Internet connectivity functional, as per installed plan/ the network (Wi-Fi) provided by ARD	Except the device software, other software related issues not in bidders responsibility. Request you to please specify the term epos related software.	The bidder will only responsible for the issues with that of ePOS machines alone.

Section Officer