

**REQUEST FOR PROPOSAL
FOR
IMPLEMENTATION OF QR CODE BASED TRACK & TRACE SYSTEM FOR LIQUOR SUPPLY
ACROSS THE STATE OF PUNJAB**

March 2026

On Behalf of -



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Government of Punjab
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Issued by:
**Punjab Infrastructure Development Board (PIDB)
SCO 33-34-35, Sector 34A,
Chandigarh-160022**

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CHAPTER 1 NOTICE INVITING BIDS

1.1. E-Bids

Punjab Infrastructure Development Board (PIDB) on behalf of Department of Excise, Government of Punjab (the “**Department**” or “**Authority**”) invites e-Bids (e-Technical Bid + e-Financial Bid) (the “**Bid/Proposal**”) from the reputed agency/firm/company (the “**Bidders**”) as solution providers, having sufficient experience and credentials for supplying and implementing solution thereof in a Government Department/ PSU or any reputed organization, for **Implementation of QR Code based Track & Trace system for Liquor supply across the State of Punjab** (hereinafter referred to as the “**Project**”).

1. This Request for Proposal document or any clarification, corrigendum or addendum, if any, subsequently issued by the Department (the “**RFP**” or “**Tender Document**”) can be downloaded from e-procurement website of Punjab <https://eproc.punjab.gov.in> and the non-refundable RFP fee of Rs. 2,000/- (Rupees two thousand) to be paid via online on the e-tender portal, <https://eproc.punjab.gov.in>) at the time of submission of Bid. Interested Bidders can also download the RFP from the e-tender portal <https://eproc.punjab.gov.in> or departmental website <https://excise.punjab.gov.in>.
2. Bidders are advised to study the RFP carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.
3. The submission of Bids i.e., technical bids (the “**Technical Bid**”) and financial bids (the “**Financial Bid**”) shall be only through e-tendering website of Punjab <https://eproc.punjab.gov.in> in accordance with the procedure described in RFP. No physical copy of Bids (Technical Bid or Financial Bid) should be entertained by the Department/PIDB. In case Financial/ Price Bid submitted along with Technical Bid online or in physical hard copy, the Department/PIDB assumes no responsibility for the premature opening of the Financial Bid and such Bid shall be rejected.
4. The Department/PIDB is inviting online bids under two e-envelope systems i.e. Technical E-Bid and Financial E-Bid. The Bidder has to submit Bid Security/Earnest Money Deposit (EMD) of Rs. 1,82,00,000/- (Rupees One Crore Eighty Two Lakhs only) in the form as mentioned in the RFP Clause 2.11. Non-submission of Tender Fee & EMD will lead to summarily rejection of Bid.
5. **Period for completion of work:** It has been targeted that the work of implementation of the Project covering supply, requisite installations, testing and commissioning should be completed within timeframe mentioned in the notification of award.
6. The Bidders need to quote the price in Indian Rupees in the Financial Bid covering the total scope of work.
7. The Department/PIDB reserves the right of accepting and/or rejecting any/all Bids after assigning any reasons thereof.
8. Key timelines:
 - a. Date of Issue of RFP: 24/03/2026.
 - b. Date, Time and Place of Pre-Bid meeting: 27/03/2026 at 12:30 Hrs in the Office of PIDB.

Note: Bidders shall also be allowed to join the Pre-Bid meeting through video conferencing for which separate communication shall be made through e-procurement website i.e., <https://eproc.punjab.gov.in>.

- c. The last date of submission of Pre-Bid Queries: 27/03/2026 up to 16:30 Hrs.
- d. Last time and date (Bid Due Date) for submission of Bids/Proposals online: On or before 07/04/2026 up to 15:00 Hrs.
- e. Date, Time and Place of opening of Technical Bids: 07/04/2026 at 15:40 Hrs in the Office of PIDB.
- f. The date, time and venue for opening of online Financial/Price Bids: Will be intimated separately to those Bidders who successfully qualify in Technical Bid evaluation.
- g. Technical Bid Validity: 180 days from the Bid Due Date.
- h. Validity of the Financial/Price Bid quoted by the bidder: The validity of the amount specified in the Financial/Price Bid should be valid for One year from the date of opening of the Financial Bid. Additional works may also be assigned to the Successful Bidder/Vendor in the same terms & conditions and in the same price within one year.

Note: The Department/PIDB shall not be responsible for non-receipt/ non-delivery of the Bid document due to any reason whatsoever.

1.2. Procedure for Submission of Bids

- 1.2.1 The e-Bids must be submitted only electronically through the online e-tendering site of State of Punjab (<https://eproc.punjab.gov.in>). e-Bids to be uploaded in two parts - 1. Technical Bid and 2. Financial Bid. No physical copy of Bid is required to be submitted.
- 1.2.2 The prices SHALL NOT be indicated in the e-Technical Bid. In case Financial Bid submitted along with Technical Bid online, the Bid shall be rejected by the Department/PIDB.
- 1.2.3 The Financial Bid shall consist of **price per Piece excluding GST** for Implementation of QR Code (QR Code is to be applied on every single liquor bottle/can and Case Barcode is to be applied on every Case) based Track & Trace system for supply of across the State of Punjab on BOOT basis to be quoted by the Bidder.
- 1.2.4 The Bidders are therefore advised to visit the site and familiarize themselves with the Project at the time of submission of the Bids including Technical Bid and Financial Bid.

CHAPTER 2 INSTRUCTIONS TO BIDDER

2.1 Definition

In this document, the following terms shall have following respective meanings:

“Agreement” means the Agreement/Master Service Agreement (MSA) to be signed between the Successful Bidder/Vendor and the Department including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications in the RFP, the Bid offer, the acceptance and all related correspondences, clarifications, presentations.

“Bidder” means any legal entity, include all the members in case of the Consortium, participating in the bidding process and submitting the E-bid in response to this RFP. The word Bidder when used in the pre-award period shall be synonymous with Bidder, and when used after award of the contract shall mean the Vendor with whom the Department signs the agreement for supply, install, commission and render services for the systems as per scope of work.

“Contract” is used synonymously with Agreement.

“Contract Price” means the price to be paid to the Vendor for providing the solution, in accordance with the payment terms.

“Confidential Information” means all information including Department data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this RFP and the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP and the Agreement).

“Deliverables” means the products, infrastructure and services agreed to be delivered by the Vendor in pursuance of the Agreement as defined more elaborately in this RFP, implementation and the maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.

“Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other.

“Department” means the Excise Department, Government of Punjab.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department and eventually Government of Punjab of the benefits of free and open competition.

“Good Industry Practice” shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced operator engaged in the same type of undertaking under the same or similar circumstances.

“Government” means the Government of Punjab.

“Installation” shall mean installation of supplied Hardware (If any), System Software, Software and associated accessories, implementation and integration to achieve functional objectives defined in this RFP.

“Implementation Period” shall mean the period from the date of issuance of Letter of Intent/Award and up to the issuance of Final Acceptance Certificate for the Project.

“Lead Member of Consortium” shall be the bidding entity or, in case of a Bidding Consortium, a Member nominated by all the members of the Consortium and supported by power of attorney that is in-charge of the Project and meets the requirements set forth as mentioned in this RFP. For this Project, the firm/company providing Track and Trace Software solution shall be the Lead Member of Consortium.

“Law” shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Punjab or any other Government or regulatory authority or political subdivision of government agency.

“Member of Consortium” means each entity in the bidding Consortium shall be referred to as a Member of Consortium.

“LoI/LoA” means issuing of Letter of Intent / Letter of Award shall constitute the intention of the Department to award the Project to the Successful Bidder.

“Material Breach” means a breach by either Party (Department or Successful Bidder/Vendor) of any of its obligations under this Agreement that has or is likely to have an Adverse Effect on the Project that such Party shall have failed to cure.

“MSA” means Master Services Agreement.

“Parties” means Department and Bidder for the purposes of this Agreement and **“Party”** shall be interpreted accordingly.

“Period of Agreement” means 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System) and further extendable for a period of 1 (one) year on mutual consent of the Excise Department and successful Bidder.

“Personnel” means persons hired by the Bidder as employees and assigned to the performance of the Infrastructure Solution or any part thereof.

“Piece” means each label (QR Code and Case Barcode) generated by the Vendor for supplies in the State of Punjab.

“Project” implementation of QR Code based Track & Trace system for Liquor Supply across the State of Punjab on BOOT basis for Government of Punjab.

“Project Implementation” means Project Implementation as per the testing standards and acceptance criteria prescribed by Department or its nominated agencies.

“Project Plan” means the document to be developed by the Contractor/Vendor and approved by Department, based on the requirements of the Contract. The Project Plan may be changed/ modified during the course of the Project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

“Successful Bidder” means the Bidder whose bid qualified and selected as per the RFP to perform the Contract and has been accepted by Tender Evaluation Committee (TEC) and is name as such in the Letter of Intent /Award.

“Services” means the work to be performed by the Successful Bidder/Vendor pursuant to this Contract, as described in the detailed Scope of Work.

“Software Application” means the application designed, developed / customized, tested and deployed by the Successful Bidder for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the proprietary software components and tools deployed by the Bidder.

“Successful Implementation / Go-Live” will mean:

- i) Successful deployment, commissioning and UAT of the QR CODE based Track and Trace System (web based & Mobile Applications) implemented during the phase.
- ii) Procurement, deployment and commissioning of the hardware at Excise offices/helpdesk/demo stations by the Vendor and procurement of the same by manufacturer and wholesale locations required supporting the functioning of modules of that phase by private stakeholders of Project themselves.
- iii) Successful establishment and integration of network connectivity services at all locations of stakeholders.
- iv) Successful Data integration with existing modules of the Department.
- v) Achievement of the Service Levels as expected during all phases.
- vi) Acceptance / sign off from Department of Excise and Taxation or its constituted committees or representatives.
- vii) Training and capacity building for all stakeholders.

“Service Level” means the level of service and other performance criteria, which will apply to the Services delivered by the Successful Bidder/Vendor.

“SLA” means the Service Level Agreement (SLA) by which the performance of the Vendor shall be measured (through Third Party) during the Project execution duration.

“Stakeholders” shall mean all Distilleries / Breweries / Bottling Plants/ Importers of liquor (L1-Import) / Wholesalers (L1) currently operational and may operate in future, if any, in the State of Punjab.

“**Termination Notice**” means the written notice of termination of the Agreement issued by the Department.

“**User Acceptance Test (UAT) Document**” means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the Successful Bidder/Vendor within 7 days of issuance of the Letter of Intent/Award.

“**Uptime**” means the time period when specified services are available with specified technical and service standards as mentioned in Service Level Agreement.

“**Percentage % Uptime**” means ratio of 'up time' (in seconds) as mentioned in Service Level Agreement.

“**Vendor**” means the Successful Bidder who has successfully been awarded the contract for execution of the Project. Alternatively, a term “Contractor” may also be used interchangeably for Vendor.

2.2 Pre-Bid Queries

The last date of submission of PreBid Queries is as mentioned in the RFP Clause 1.1. The queries shall be submitted in the format as provided below. Any kind of Pre-Bid Queries shall be uploaded on the e-tender portal <https://eproc.punjab.gov.in> or submit the same in the Pre-Bid meeting. Each Bidder shall upload / submit the Pre-Bid Queries, mandatorily as per format given below: -

Sr. No	RFP Document Reference			Content of the RFP requiring clarification	Change/Clarification Sought
	Section No	Sub-Section No	Page No		
1					
2					

2.3 Pre-Bid Meeting

The Department/PIDB will host a Pre-Bid Meeting for queries (if any) by the prospective Bidders. The representatives of the Bidders may attend the Pre-Bid Meeting at their own cost. The purpose of the Pre-Bid Meeting is to provide an opportunity to the Bidders to clarify their doubts/seek clarification or additional information necessary for them to submit their bid.

Department/PIDB shall endeavor to respond to the questions raised or clarifications sought by the Bidders. However, Department /PIDB reserves the right not to respond to any question or provide any clarification, in its sole discretion, and nothing in this Clause shall be taken or read as compelling or requiring Department/PIDB to respond to any question or to provide any clarification.

Department/PIDB may, on its own, if deemed necessary, issue interpretations and clarifications to all Bidders. All clarifications and interpretations issued by Department/PIDB shall be deemed to be part of the RFP. Verbal clarifications and information given by Department /PIDB or its employees or representatives shall not in any way or manner be binding on Department/PIDB.

2.4 Cost of Bidding

The Bidders shall bear all costs associated with the preparation and submission of the bid and the Department will in no case be responsible for those costs regardless of the conduct or outcome of the bidding process.

2.5 Authentication of Bids

The Bid should be accompanied by a Power of Attorney in the name of the signatory of the Bid in the format at Annexure-13. In case the Bidder is a Consortium, the members thereof should furnish a Power of Attorney in favour of any member which member shall thereafter be identified as the Lead Member in accordance with Annexure 14¹. In case the Bidder is a Consortium, Joint Bidding Agreement in the format at Annexure 4 shall be submitted by the Bidder.

2.6 RFP Document

Bidder is expected to examine all instructions, forms, terms and requirement in the RFP. The invitation to bid together with all its attachment thereto shall be considered to be read, understood and accepted by the Bidder. No deviations will be accepted. Failure to furnish all information required by the RFP, or, a bid not substantially responsive to the RFP in every respect, may result in rejection of the Bid.

2.7 Amendment of RFP

At any time prior to the deadline for submission of Bids, the Department/PIDB reserves the right to add/modify/delete any portion of this RFP by issuance of a corrigendum, which would be published on the website. The corrigendum shall be binding on all the Bidders and will form part of the RFP.

2.8 Modification and Withdrawal of Bids

Bidders are requested to carefully study all the conditions of RFP before submitting the Bid. The Bidders will not be allowed to modify or withdraw their Bid after submission or Bid Due Date.

Except where expressly permitted in the RFP, the Bidder shall not make or cause to be made any alteration, erasure or obliteration to the text of the Bidding Documents prepared by the Department.

Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Department, shall be disregarded. The Bid submitted online will be considered as the final bid.

Withdrawal of a Bid after the Bid Due Date and before the expiration of the period of bid validity specified in this RFP Document shall result in the forfeiture of the Bid Security/EMD and debarring the Bidder for participation in future tenders of Department for a period as deemed suitable.

2.9 Language of Bid & Correspondence

The Bid shall be prepared by the Bidders in English language only. All the documents relating to the Bid (including brochures) supplied by the Bidder should also be in English, and the correspondence between the

¹ In case of a Consortium, the Members should submit a Power of Attorney in favour of the any Member. Such Member shall thereafter be identified as the Lead Member. The Lead Member should submit a power of Attorney, authorising the signatory of the Bid. Members of the Consortium of need not submit Power of Attorney, authorising the signatory of the Bid

Bidder & Department shall be in English language only. The correspondence by e-mail must be subsequently confirmed by a duly signed formal copy.

Save and except as provided in this RFP, the Department shall not entertain any correspondence with any Bidder in relation to the acceptance or rejection of any Bid.

2.10 Bidder's Solution

- 2.10.1 The Bidders are requested to study the Bill of Material (BoM) (Appendix- A) mentioned with this RFP carefully. While working out the solution, the Bidder has to work with the broad minimum specification provided in the RFP, conforming to the model, make and part number (wherever provided). While submitting the Bid the Bidders need to detail out all components needed to complete the system BoM. As the Vendor shall be responsible for smooth functioning of the system, availability of spares during the tenure of the warranty period has to be taken care by the Vendor to maintain the guaranteed up-time.
- 2.10.2 The Bidder must clearly state that the Agreement is applicable to this RFP only and shall be binding on them for the period of Agreement. Notwithstanding anything contained in this Agreement, the responsibility of timely completion of job under this Project shall be with the Vendor.
- 2.10.3 No change in the composition of a Bidder will be permitted by Tender Evaluation Committee (TEC) during the validity period of the Bid.
- 2.10.4 If at any stage of RFP process or during the period of the Contract Agreement, any suppression/ falsification of information with respect to the above conditions is brought to the knowledge of the Department, then the Department shall have the right to reject the Bid or terminate the Contract Agreement, as the case may be, without any compensation to the Successful Bidder/Vendor.

2.11 Earnest Money Deposit (EMD)

The Bidder shall furnish an EMD of Rs. 1,82,00,000/- (Rupees One Crore Eighty Two Lakhs only) in the form of insurance surety bonds or bank guarantee (including e Bank Guarantee) issued or confirmed by any of the Scheduled Banks (as defined in section 2 (e) of the Reserve Bank of India Act 1934 or in the electronic format online (NEFT/RTGS/internet banking) or any other online mode available on e-procurement portal. Bid Security/EMD in the form of insurance surety bond or bank guarantee shall be submitted online only and insurance surety bonds or bank guarantee shall not be accepted in physical form. If the Bidder provides the Bid Security in the form of a Bank Guarantee, it shall be in the format as per Annexure-2. Any Bid not accompanied with the EMD shall be rejected. The validity period of the bank guarantee, as the case may be, shall not be less than 90 (ninety) days beyond the validity of the Bid. The Bid shall be summarily rejected if it is not accompanied by the EMD or if the EMD is found invalid. No interest will be paid on the EMD/Bid Security by the Department.

The Bid Security of those Bidders who are rejected in technical evaluation would be returned within 10 days upon completion of technical evaluation. Bid Security of all the remaining Bidders except the L1 Bidder/Successful Bidder shall be returned upon the completion of financial evaluation.

Successful Bidder's EMD will be discharged upon the Bidder signing of the Contract and furnishing the Performance Security as per the format provided in Annexure-9.

2.12 Forfeiture of EMD

EMD paid by Bidders will be forfeited under the following conditions: -

- i) If Bidder withdraws the Bid before the expiry of validity period.
- ii) During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of the Department/PIDB regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances.
- iii) If Bidder violates any of the provisions of the terms and conditions of the Bid.
- iv) In the case of a Successful Bidder, fails to:
 - a) Accept the work order along with the terms and conditions; or
 - b) Furnish Performance Security and / or to sign the Contract; or
 - c) Fulfil any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
 - d) Submitting false / misleading information / declaration/ documents/proof.

The decision of the Department regarding forfeiture of EMD shall be final and shall not be questionable under any circumstances. Further, in the event of forfeiture of EMD, the Bidder will be debarred from participating in any project of the Government for a period of one year.

2.13 Forms and Formats

The Technical Bid and the Financial/Price Bid shall be submitted in the format specified in the Annexures. The Bidder shall use the form, wherever specified, to provide relevant information. If the format provided in Annexure does not have sufficient provided space for any required information, space at the end of the Annexure or additional sheets shall be used to submit the said information. For all other cases, the Bidder shall design a form to hold the required information.

2.14 Lack of Information to Bidder

The Bidder shall be deemed to have carefully examined the RFP to his entire satisfaction. Any lack of information shall not relieve the Bidder of his responsibility to fulfil his obligation under the Bid. If Bidder has any queries relating to RFP, then he can send/submit the Pre-Bid Queries as per Clause 2.2. No query will be entertained thereafter.

2.15 Clarification of Bids

During evaluation of the Bids, the Department/PIDB/ Tender Evaluation Committee (TEC), at its discretion, may ask the Bidder for clarification of its Bid. However, that would not entitle the Bidders to change or cause any change in the substance of the Bid submitted or price quoted. The request for the clarification and the response shall be in writing (email) and no change in the substance of the Bid shall seek offered or permitted. Such clarification(s) shall be provided within the time specified by the Department/PIDB for this purpose.

If Bidder does not provide clarifications sought under this Clause 2.15 as mentioned above within the prescribed time, its Bid shall be liable to be rejected. In case the Bid is not rejected, the Department/PIDB may proceed to evaluate the Bid by construing the particulars requiring clarification to the best of its

understanding, and the Bidder shall be barred from subsequently questioning such interpretation of the Department.

2.16 PERT Chart for execution of the Project

The Bidder shall be responsible for timely implementation of the Project. The Bidder shall submit PERT chart indicating time frame for completing implementation of Track and Trace system within 08 weeks of issue of LoI/LoA.

This will be subject to the readiness of all hardware and connectivity components at the distilleries/manufactory/distributor/wholesaler end within timeline as defined in the Chapter 9 of this RFP. In the event of any delay at the level of distilleries/ manufactory/ distributor/ wholesaler suitable time extension may be given to the Successful Bidder by the Department.

2.17 Evaluation Procedure

- 2.17.1 Bidders who have submitted the valid Bid Security, i.e. EMD, Tender Document Fee & Letter comprising the Technical Bid (Annexure-1) as per requirement shall be considered for further evaluation.
- 2.17.2 Absence of these documents may lead to summary rejection of the bid.
- 2.17.3 The eligibility criteria (Chapter 4 and Annexure-7) will be evaluated by Tender Evaluation Committee (TEC) and those who will qualify the eligibility criteria will be considered for further evaluation.
- 2.17.4 The technical marking shall be initiated only for those Bids who qualify in the eligibility criteria stage and will be evaluated as per the evaluation criteria in this clause. Bidder or the Lead member of consortium supplying Track and trace software application and other member of Consortium supplying Barcode printing software shall individually qualify during eligibility criteria stage.
- 2.17.5 Tender Evaluation Committee (TEC) may require written clarifications from Bidders to clarify ambiguities/uncertainties arising out of the evaluation of Bid documents as per Clause 2.15 above.
- 2.17.6 Once Tender conditions are satisfied and the applicant Bidder as well as other member of Consortium supplying Barcode printing software is also declared Eligible as per eligibility criteria as mentioned in Chapter 4 and Annexure-7, the Tender Evaluation Committee would perform the further evaluation.
- 2.17.7 The Technical Marking shall be based on marks obtained by each applicant out of 100 marks from criteria as defined in Chapter-5 at Table-I (Bidders past experience), Table-II (Bidders Revenue) Table-III (Technical Proposal Evaluation through power point presentation of 10 minutes duration regarding their proposal).
- 2.17.8 Technical Marking of the bids would be carried out on three criteria of the Bidder as given below: -
- Bidder's Past Experience (65 Marks)
 - Bidder's Revenue (20 Marks)
 - Bidder's Technical Proposal evaluated through Power point presentation (15 Marks)
 - Total = 100 Marks

- 2.17.9 Bidders securing a minimum of 70% marks i.e. minimum score of 70 marks out of total 100 marks in the Technical Marking will be declared as **Technically Qualified Bidders** and only considered for opening of Price Bid and its evaluation.
- 2.17.10 The Financial/Price Bid Evaluation will be purely based on **Least Cost Method (LCM)**. The lowest cost (L1) Bidder out of Technically Qualified Bidders shall be declared as Successful Bidder and selected for signing of the Contract and execution of the project.
- 2.17.11 The Bidders will be ranked as L-1, L-2, L-3 etc. according to their Financial Bids from lowest to the highest, generally the L-1 being the lowest Bidder shall be the Successful Bidder. In case L-1 Bidder is unable to fulfil the requirements of the Bid or is not selected for any reason, the Department/PIDB shall forfeit the EMD of the Bidder, annul the bid process and may call for fresh bids.
- 2.17.12 The quoted cost of the Successful Bidder will be firm for the entire duration of the Project.

2.18 Period of Validity of Proposals

For the purpose of placing the order, the Bids/Proposals shall remain valid till 180 days from Bid Due Date. During the period of validity of Proposals, the rates quoted shall not change. In exceptional circumstances, Department/PIDB may ask for extension of the period of validity and such a request shall be binding on Bidders. The Department's/PIDB 365 days request and the response to such a request by various Bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its quoted rates in the Financial Bid. The validity of the amount specified in the Financial/Price Bid should be valid for One year from the date of opening of the Price Bid. Additional works may also be assigned to the Successful Bidder/Vendor in the same terms & conditions and in the same price within one year.

2.19 Taxes & Duties

The prices quoted in the Financial Bid shall be exclusive of GST as applicable. All other levies including transportation etc. shall be borne by the Bidder. Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Bidder.

Bidder submitting a Bid shall produce up to date GST, Income Tax and Professional Taxes Certificate in the standard form from the Tax authority or a Certificate that the assessment is under consideration. All such clearance certificates shall remain valid on the last date of permission.

2.20 Discrepancies in Bid

In case of any discrepancy between amount mentioned in words and figures in the Financial Bid, the amount mentioned in the words quoted by the Bidder shall be taken as correct. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected.

2.21 Bid Due Date

Online Bids shall be received by the Department/ PIDB on or before the due date and time as specified in the Key Timelines. The Department/PIDB may, at its discretion by issuing an Amendment/Corrigendum to the

RFP Document, extend the Bid Due Date, in such case, all rights and obligations of the Department and the Bidders shall thereafter be subject to the new bid due date as extended.

2.22 Late Bid

Any late bid i.e. received after the specified date and time shall not be accepted by the Department.

2.23 Opening of Bid

The Department/PIDB will first open the online Technical Bid of the Bidders, in the presence of Bidder's authorized representatives (maximum 2) who choose to attend, on the date, time and at the location mentioned in the Key Timelines in the Clause 1.1 of the RFP. The Bidder's representatives who are present shall sign a register evidencing their attendance and produce necessary authorization letter of the Bidder.

The Bidders' names, modification, Bid withdrawals and the presence or absence of the requisite Tender Fee, EMD and such other details, as the Department, at its discretion, may consider appropriate will be announced at the opening of Technical Bid.

Before opening of the Technical Bid, Department/PIDB will first check the cost of RFP Tender fee submitted online and EMD submitted through online or other mode as mentioned in the Clause 2.11.

If such nominated date for opening of Bid is subsequently declared as a Public Holiday by the Tender Inviting Authority, the next official working day shall be deemed as the date of opening of Technical Bid. The Bid of any Bidder who has not complied with one or more of the foregoing instructions may not be considered.

The Financial Bid(s) which Bidder(s) have uploaded online will be opened on a subsequent date after evaluation of Technical Bids. Financial Bids of only those Bidders whose submissions are found substantially responsive and technically compliant as per eligibility and technical marking criteria of this RFP document will be opened for evaluation. The time of opening of Financial Bid shall be informed through portal only. Bidder can visit to e-tender portal <https://eproc.punjab.gov.in> for further information.

Bidders are requested to note that they should necessarily submit their Financial Bids in the format provided in online BOQ and no other format is acceptable. The standard BOQ format has been given with the RFP document to be downloaded and filled by all the Bidders. Bidders are required to download the BOQ file from e-tender portal, open it and complete the coloured (unprotected) cells with their respective financial bid and other details (such as name of the Bidder). No other cells should be changed. Once the details have been completed, the Bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the Bidder, the Bid shall be rejected.

2.24 Contacting

Bidder shall not approach the officers of the Department/PIDB beyond office hours and/or outside the Department's office premises from the time of the Bid opening to the time of finalization of Successful Bidder. Any effort by bidder to influence Department/PIDB office in the decision on Bid evaluation, Bid comparison or finalization may result in rejection of the Bidder's offer. If the Bidder wishes to bring additional information to the notice of the Department, it should be in writing only.

2.25 Right to Reject any or all Bids

The Department/PIDB reserves the right to reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

2.26 Bid Currencies

Prices shall be quoted in Indian Rupees.

2.27 Financial Bid/ Price Proposal

Price quoted in the Financial Bid and accepted by the Tender Evaluation Committee must be firm and final and shall remain constant through the period of the Contract and shall not be subject to any upward modifications, on any account whatsoever in accordance with Annexure-8. Price should be quoted in Indian Rupee in the Financial Bid format only. No deviation in any form in the Financial Bid sheet is acceptable. Price quoted should be firm, inclusive of all charges/cost including transportation etc. but excluding GST. The price shall be quoted in figures and words also and if there will be any difference between the two, the amount in words shall be deemed final.

2.28 Canvassing

Canvassing or support in any form for the acceptance of any Bid is strictly prohibited. Any Bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved contractors, banning to participate in any tender by the Department / State Government / PIDB or any other action as deemed appropriate by the Department.

2.29 Non-Transferability of RFP

This RFP is non-transferable.

2.30 Formats and Signing of Bid

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney as per format provided in Annexure-13 and Annexure-14 as applicable accompanying the Technical Bid. All pages of the proposal, except for un-amended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/ figures completely.

2.31 Withdrawal of Bid

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

2.32 Interpretation of Documents

If any Bidder should find discrepancies or omission in the specifications or other Tender Documents, or if in doubt as to the true meaning of any part thereof, shall make a written request to the tender inviting Department for correction / clarification or interpretation through pre-bid queries as per Clause 2.2. No query will be entertained thereafter.

2.33 Preparation of Bid

Bid shall be submitted in accordance with the following instructions:

- a) Bids shall be submitted in the prescribed formats. All documents shall be signed by the authorized signatory and in longhand. Where there is conflict between the words and the figures, the words shall govern.
- b) All notations must be written in ink or typed. No erasing or overwriting will be permitted. Mistakes may be crossed out and corrections typed or written with ink adjacent thereto and must be initialed in ink by the person or persons authorized to signing the Bid.
- c) Bids shall not contain any recapitulation of the work to be done. Alternative proposals will not be considered unless called for. No written, oral, telegraphic or telephonic proposals for modifications will be acceptable.
- d) Bids shall be submitted on or before the date and time mentioned in the Chapter 1 Notice Inviting Bids through online e-tendering website <https://eproc.punjab.gov.in>.
- e) Bids subject to any conditions or stipulations imposed by the Bidder are liable to be rejected.
- f) Each and every page of the RFP must be signed with seal of the Bidder.
- g) A checklist of submission of Bid attached in Annexure-12 provides the list of documents that would be required to be submitted as a part of the Bid.

2.34 Pre-Dispatch Instruction

All materials/Software/equipment supplied against the Work Order /Contract Agreement shall be subjected to Inspection, check and /or test by the authorized representative from the Department.

2.35 Final Inspection

The authorized representative from the Department will carry final inspection of hardware / software / all material delivered.

2.36 Site Inspection

The Bidders are advised to visit the site and familiarize themselves with the Project and sites for execution of the Project at the time of submission of the Bids including Technical Bid and Financial Bid.

Bidder can, if required, inspect the sites at their own cost for which they have to take necessary permission from the Department in writing. The request for site inspection must be sent to the Department in advance and

in writing as the Department will require at least four days to organize such permission.

2.37 Erasures or Alternations

The Bids with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscripts is not signed by the authorized signatory of the Bidder. There should be no hand-written material, corrections or alterations in the Bids. Technical details must be completely filled up. Correct technical information of the product/service being offered must be filled in. Filling up of the information using terms such as “OK”, “accepted”, “noted”, “as given in brochure/manual” is not acceptable. The Department/PIDB may treat Bids not adhering to these guidelines as unacceptable. Department/PIDB may, at its discretion, waive any minor non-conformity or any minor irregularity in the Bids. This shall be binding on all bidders and the Tender Evaluation Committee reserves the right for such waivers.

2.38 General Terms

- i. All the pages of the Bid including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- ii. All pages of Bid submitted by the bidder should have serial number with proper indexing.
- iii. All the documents to be submitted by the Bidder along with their Bid should be duly authenticated by the person signing the Bid. In case during the evaluation process or subsequently after selection and award of the Contract, it is observed that documents submitted are forged/tampered/manipulated in any way, the total responsibility lies with the Bidder and Department/PIDB reserves the full right to take action as may be deemed fit including rejection of the Bid, cancellation of LoI/LoA or Contract and such case is to be kept recorded for any future dealing with them.
- iv. Details of the enclosures should be clearly mentioned in the forwarding letter in official letterhead of the Bidder along with the Bid.
- v. No Technical/Commercial clarification will be entertained from the Bidder after opening of the Bid.
- vi. Item, if any other than specified in BOM, felt necessary to complete the installation & commissioning of this Contract, it is the responsibility of the selected Bidder to provide and install the same without any extra cost.
- vii. Quantity mentioned in the RFP is indicative only and orders shall be placed subject to actual requirement. The Department reserves the right to increase or decrease the quantity specified in the RFP.
- viii. The Department/PIDB reserves the right to reject or accept or withdraw the tender in full or part as the case may be with assigning the reasons thereof. No dispute of any kind shall raise the right of Successful Bidder/Vendor in any court of law or elsewhere.
- ix. The Department/PIDB reserves the right to ask for clarification on the Bid documents submitted by the Bidder as per Clause 2.15.
- x. No dispute by the Bidders in regard to Technical/Commercial points will be entertained by Department/PIDB and decision taken by the Tender Evaluation Committee will be final.
- xi. Discrepancy in the amount quoted by the Bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the Bidder shall be corrected

accordingly.

- xii. The Financial Bid / price offers and accepted by the Tender Evaluation Committee shall remain firm within the currency of Contract and no escalation of price will be allowed.
- xiii. The acceptance of the Financial Bid will rest with the accepting Department who is not bound to accept the lowest or any Bid and reserves the right to reject in part or in full any or all Bid(s) received with assigning reasons thereof.
- xiv. The Bidder can present at the time of opening of the Bid. The Department/PIDB is not answerable to any query of any bidder who remains absent at that time.
- xv. No variation in or modification of the terms of the agreement shall be made except by written amendment signed by the parties.

2.39 Awarding of Contract

As mentioned in Clause 2.17, Project will be awarded to the Successful Bidder whose Bid declared Technically Qualified and lowest cost (L1). Bidder whose submissions are found substantially responsive and technically compliant as per eligibility and technical marking criteria of this RFP document will be prerequisite for award of the Contract. At any stage during evaluation of Bids or post issuance of Letter of Intent/Award or execution of Contract if it found or determined by the Department/PIDB, the Bid as non-responsive, incomplete or any misleading or incorrect information is provided for qualification and/or conditional Bid is submitted the same shall not be accepted and such Bid shall be considered ineligible and will result in rejection of Bidder's Bid. Department/PIDB will award the contract to the Successful Bidder whose Bid has been determined to be substantially responsive, qualified and after final negotiation, if required. Since the project involves providing of end-to-end solution, therefore, Bidders are required to quote considering all items mentioned in the RFP document. The Successful Bidder will have to submit Performance Security as mentioned in the RFP Clause 2.40.

2.40 Performance Security and Contract Execution

On receipt of the Letter of Intent/Award, the Successful Bidder shall within 08 days from the date of receipt of Letter of Intent/Award submit a Performance Security of value equal to 6.5% (six point five percent) of the total quoted cost in in the form of insurance surety bonds, or bank guarantee (including e Bank Guarantee) issued or confirmed by any of the Scheduled Banks (as defined in section 2 (e) of the Reserve Bank of India Act 1934 or in the electronic format online (NEFT/RTGS/internet banking) or any other online mode available on e-procurement portal and shall remain valid till successful completion of the Project and execute the Contract and Service Level Agreement with the Department. If the Successful Bidder provides the Performance Security in the form of a Bank Guarantee, it shall be in the format as per Annexure-9. The EMD of the Successful Bidder will be released only on receipt of Performance Security and signing of Contract Agreement.

Upon occurrence of a Successful Bidder/Vendor default or failure to meet any obligations, or any other default specified in the Contract, Department shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as damages for such Successful Bidder/Vendor Default or failure to meet any obligations. Upon such encashment and appropriation from the Performance Security, the Successful Bidder/Vendor shall, within 15 (fifteen) days thereof, replenish, in case of partial appropriation, to its original level the Performance Security, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, and

the Successful Bidder/Vendor shall, within the time so granted, replenish or furnish fresh Performance Security as aforesaid failing which Department shall be entitled to terminate this Agreement in accordance with Clause 2.51. Upon replenishment or furnishing of a fresh Performance Security, as the case may be, as aforesaid, the Successful Bidder /Vendor shall cure within 30 (thirty) days of remedying the Successful Bidder/Vendor default or to meet any obligations, and in the event of the Successful Bidder /Vendor not curing its default or meeting such obligation within such 30 (thirty) days Period, Department shall be entitled to encash and appropriate such Performance Security as penalty, and to terminate this Agreement in accordance with Article 2.51.

2.41 Liquidated Damages

In the event of failure to complete the Project as per stipulated timeline, liquidated damages shall be imposed on the Successful Bidder for a minimum amount of not less than Rs. 1,00,000/- (Rupees One Lakh) per day or part thereof, subject to a maximum of Rs. 1,00,00,000/- (Rupees One Crore) (the '**Liquidated Damages**'). In the event of Liquidated Damages exceeds Rs. 1,00,00,000/- (Rupees One Crore), the Department reserves the right to terminate the contract and Department will get the job completed by any other competent party. The difference of cost incurred by Department will be recovered from the Successful Bidder. Liquidated Damages shall apply cumulatively and shall not be considered as full and final settlement of any breach.

2.42 Penalty

It should be noted that suitable penalty as mentioned under Master Service Agreement would be charged upon Successful Bidder in case of non-availability of service.

2.43 Suspension of Work

Department may at any point of time, by giving a written notice to the Vendor suspend the progress of the work or any part thereof, if the Vendor fails to perform any of its obligations under the Contract and Department has adequate reasons to do that. The notice of suspension shall specify the nature of the failure. Upon receipt of such notice, the Vendor shall forthwith suspend further progress of the work till a written communication is received from Excise Department. The Vendor shall re-commence the work only when he has been directed to do so by the Department in writing. The time lost during such suspension shall, if the Department deems it reasonable, but otherwise not attributable to the Vendor, be added to the time allowed for Project completion.

2.44 Liability

In case of a default on the Successful Bidder's part or other liability, the Department shall be entitled to recover damages from the Successful Bidder/Vendor. In each such instance, regardless of the basis on which the Department is entitled to claim damages from the Vendor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Successful Bidder/Vendor shall be liable for not more than:-

- The payment referred to in the Patents and Copyrights clause.
- The liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Successful Bidder/Vendor's negligence.

Further, any other actual damage arising in any situation involving non-performance by Successful Bidder /Vendor pursuant to or in any way related to the subject of the Agreement, the charge paid by the Department

for the individual product or service that is the subject of the Claim. However, the Successful Bidder/Vendor shall not be liable for: -

- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Vendor here under.

2.45 Patents & Copyright

Without limiting the generality of the provisions of the Agreement, Successful Bidder/Vendor shall fully indemnify, hold harmless and defend the Department or its indemnified persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which Excise Department or its indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder/Vendor or by the Successful Bidder/Vendor's contractor in performing the Successful Bidder/Vendor's obligations or in any way incorporated in or related to the Project.

If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful Bidder/Vendor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Successful Bidder/Vendor shall promptly make every reasonable effort to secure for Excise Department a licence, at no cost to Excise Department, authorising continued use of the infringing work/process/material/design/information. If the Successful Bidder/Vendor is unable to secure such licence within a reasonable time, the Successful Bidder/Vendor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work/process/material/design or part or process, or modify the same so that it becomes non-infringing.

2.46 Governing Laws

The Project Contract shall be governed by and interpreted in accordance with Laws in force in India. The Courts at Mohali shall have exclusive jurisdiction in all matters arising under the Contract. The Successful Bidder/Vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Successful Bidder/Vendor shall at his own expense, obtain all necessary permits and licenses and pay all fees and taxes required under applicable law for successful execution of the Project. These shall entirely be Successful Bidder/Vendor's obligation regarding any claim of infringement.

2.47 Workmen's Compensation

In every case in which by virtue of the provision of the Workmen's Compensation Act, 1923 or its amendment thereof or any other relevant acts and rules, compensation to a workmen employed by the Successful Bidder/Vendor, is payable, then this should be done by the Successful Bidder/Vendor. If the Department is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and dues of the Successful Bidder/Vendor. The Department shall not be bound to contest any claim made against the Successful Bidder/Vendor in respect of workmen's compensation.

2.48 Successful Bidder/Vendor's Employees

The Successful Bidder/Vendor shall comply with the provision of all labor legislation including the requirement of the Payment of Wages Act, 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Vendor must ensure that it complies with Provident Fund (PF), Employees State Insurance (ESI) regulation for all its deployed employees. The Successful Bidder/Vendor shall also see that all authorized sub-vendors, if any, similarly comply with the above requirement.

2.49 Safety Measures

The Successful Bidder/Vendor shall in the course of execution of the Project work take all necessary precaution for the protection of all persons and property. The Successful Bidder/Vendor shall take adequate measures to protect the work and likely accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the Successful Bidder/Vendor in taking proper precautionary measures, the Successful Bidder/Vendor shall be responsible for and must make good the loss of the damage at his own cost to the satisfaction of the Excise Department and the Department and its employees shall be indemnified from all claims or liabilities arising therefrom or any expenses incurred on account thereof.

2.50 Equipment

All hardware (desktops, printers & HHTs etc.) and its connectivity which will be required at distillery/manufactory, breweries, distributor/wholesalers, L1 level shall be procured by the distilleries/manufactories, breweries, and distributor/wholesaler, L1 itself in a manner prescribed in this RFP. The equipment including all software used by the Successful Bidder/Vendor for a particular work must be appropriate for the type of the work. The Successful Bidder/Vendor shall maintain the equipment/software used for the work properly so that they remain in good working condition. In no case shall the Successful Bidder/Vendor use defective or imperfect equipment in the work. The Successful Bidder/Vendor shall arrange to replace or repair all defective equipment/software so that the progress of the work is not hampered. No defective equipment/software should be left at the site of work and the Department shall not be responsible for any loss or damage to any of these equipment's during the course of the execution of the work.

2.51 Termination

A. Events of Default by Successful Bidder

Save as otherwise provided in the Contract, in the event that any of the events specified below shall have occurred against the below-mentioned provisions of the RFP and other applicable provisions under the RFP, the Contract or any document forming part thereof, the Successful Bidder shall be deemed to be in default of the Contract (the “**Events of Default by Successful Bidder**”), unless such default has occurred solely as a result of any breach of the Contract by the Department or due to a Force Majeure Event:

- (i) Failure to achieve implementation milestones, commissioning timelines, Go-Live requirements or delivery schedules as stipulated under Clause 2.16 and Chapter 9;
- (ii) Failure to maintain, renew or replenish Performance Security as required under Clause 2.40;
- (iii) Failure to comply with Liquidated Damages obligations under Clause 2.41, penalties under Clause

- 2.42 or suspension of work under Clause 2.43 on account of persistent non-performance or service deficiencies;
- (iv) Failure to comply with Bankruptcy obligations under Clause 2.59 and the Successful Bidder (any Member in case of Consortium) becomes bankrupt or insolvent or have a receiving order made against it or compound with its creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or the happening of any such events that are adverse to the commercial or operational viability of the Successful Bidder (any Member in case of Consortium);
 - (v) Failure to comply with obligations related to Corrupt or Fraudulent Practices under Clause 2.61 and the Successful Bidder engages in any corrupt, fraudulent, collusive or unethical practices;
 - (vi) Failure to comply with applicable laws, rules, regulations or Government directions under Clause 2.69;
 - (vii) Failure to comply with Service Level Agreement obligations including uptime, availability, response time, performance standards and service continuity requirements under Chapter 8;
 - (viii) Failure to comply with confidentiality, data protection, cyber security or information security obligations including any unauthorized access, data breach, system compromise or violation of applicable statutory or regulatory requirements;
 - (ix) Submission of false, misleading or suppressed information or documents at any stage of bidding or Contract Period;
 - (x) Failure to comply with the obligations related to any change in the ownership, control, Consortium composition, or key management of the Successful Bidder without the prior written approval of the Department;
 - (xi) Failure to perform, observe or comply with any material obligation, covenant, undertaking or commitment;
 - (xii) Any act, omission or conduct of the Successful Bidder which results in or is likely to result in financial loss, revenue leakage, reputational damage, regulatory exposure or material adverse effect on the Department, the Project, Government interests or public confidence; and
 - (xiii) Any act, omission or conduct which, in the opinion of the Department, adversely affects public interest, system integrity, data security, operational continuity or lawful functioning of the Excise administration.

B. Cure Period

Except in cases of the default of a fundamental nature including but not limited to fraud, corruption, willful misconduct, insolvency, bankruptcy, or matters affecting national interest where no cure period to be entitled, the Successful Bidder shall be entitled to a cure period of thirty (30) days from receipt of written notice specifying the Event of Default.

If the default is incapable of cure within 30 (thirty) days, the Department may issue a Termination Notice, and the Contract shall stand terminated 30 (thirty) days after the date of such Termination Notice.

2.52 Consequences of Termination

Upon Termination of the Successful Bidder due to Event of Default by Successful Bidder, the Department shall, without prejudice to any other rights or remedies available under law or the Contract, be entitled to:

- (i) impose Exit Management obligations on the Successful Bidder as specified under the RFP;
- (ii) impose any such obligations and conditions and issue any clarifications as may be necessary to ensure

an efficient transition and effective business continuity of the Project which the Successful Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Department and/or the successor agency, as may be required, to take over the obligations of the erstwhile Successful Bidder in relation to the execution/continued execution of the scope of the Contract, for the remaining period of the Contract;

- (iii) exercise step-in rights and appoint a successor agency at the risk and cost of the Successful Bidder;
- (iv) release termination payments, except any termination compensation, loss of profit or future revenues, demobilisation costs, to the Successful Bidder through concerned Stakeholders as agreed mutually by Department, Stakeholders and Successful Bidder for those Goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Department and satisfactorily performed by the Successful Bidder up to the date of Termination Notice;
- (v) retain and/or recover such amounts from the payment due and payable by the Department/Stakeholders to the Successful Bidder as may be required to offset any losses, damages, costs and expenses incurred to the Department as a result of the Termination or due to any act/omissions of the Successful Bidder;
- (vi) invoke or encash Performance Security and other guarantees hereunder and pursue such other rights and/or remedies that may be available to the Department under law.

Termination pursuant to Events of Default shall be without prejudice to any accrued rights, liabilities, indemnities or survival obligations of the Department.

2.53 Dispute Resolution

2.53.1 Dispute resolution

2.53.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Project (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.

2.53.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

2.53.2 Adjudication

2.53.2.1 Any Dispute which is not resolved amicably as provided in Clause 2.53.1, shall be submitted for adjudication before Punjab Infrastructure Regulatory Authority, established under section 4 of Punjab Infrastructure (Development & Regulation) Act, 2002, in accordance with applicable law and all reference to Dispute Resolution shall be construed accordingly.

2.53.2.2 The Punjab Infrastructure Regulatory Authority shall make a reasoned award (the “**Award**”). Any Award made by Punjab Infrastructure Regulatory Authority pursuant to this Clause 2.53 shall be final and binding on the Parties as from the date it is made, and the Vendor and the Department agree and undertake to carry out such Award without delay.

2.53.2.3 The Vendor and the Department agree that an Award may be enforced against the Vendor and/or the Authority, as the case may be, and their respective assets, wherever situated.

2.53.2.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any adjudication proceedings hereunder.

2.53.3 Costs associated with Dispute Resolution

2.53.3.1 The cost incurred on adjudication including inter alia the cost of Regulatory Authority proceedings shall be borne by the Parties in equal proportions.

2.53.3.2 Each Party shall bear its own legal fees incurred as a result on any Dispute under this Clause 25.

2.53.4 Performance during Dispute

2.53.4.1 Performance of this Agreement shall continue during the settlement of any Dispute under this Clause 2.53. The provisions for dispute settlement shall be binding upon the successors; assigns and any trustee or receive of either the Department or the Vendor.

2.54 Indemnity

The Successful Bidder/Vendor shall indemnify the Department and its officers, servants, agents, Government Instrumentalities and Department owned and/or controlled entities/enterprises (the "Department Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Period of Agreement out of:

- a) Any negligence or wrongful act or omission by the Successful Bidder/Vendor or the Successful Bidder/Vendor's Team or any third party associated with Successful Bidder/Vendor in connection with or incidental to this Contract; or
- b) Any breach of any of the terms of the Successful Bidder/Vendor's Bid as agreed, the Tender Document and this Contract or any related agreement by the Successful Bidder/Vendor, its Team or any of its third party.
- c) Any infringement of patent, trademark/copyright or industrial design/process rights arising from the use of the supplied Goods and related Services or any part thereof.

The Successful Bidder/Vendor shall also fully indemnify, hold harmless and defend the Department Indemnified Persons against any and all suits, proceedings, actions, claims, demands, liabilities and damages, privilege, claim or assertion made by a third party with respect to right or interest in ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits or arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process, used by the Successful Bidder/Vendor or by the Successful Bidder/Vendor's Team or contractors in performing Successful Bidder/Vendor obligations or in any way incorporated in or related to the Project.

The Successful Bidder/Vendor shall fully indemnify, hold harmless and defend Department and Department Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Successful Bidder/Vendor to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Successful Bidder/Vendor in respect of the income or other taxes of the Successful Bidder/Vendor's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Successful Bidder/Vendor or any of its contractors which are payable by the Successful Bidder/Vendor or any of its contractors.
- (d) payment of salaries/wages to the personnel employed/posted/deputed for the execution of the Project or performance of the services related to the Project.
- (e) Vendor shall indemnify the Department against all losses including consequential, indirect, and business interruption losses. This indemnity shall survive termination or expiry of the Agreement for a period of five (5) years.

2.55 Time is of The Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Successful Bidder/Vendor by the specified completion date. Any delay in the completion of the work described shall constitute a material breach of this Contract.

2.56 Conflict of Interest

The Successful Bidder/Vendor shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, on arise or may arise (either for the Successful Bidder/Vendor or its Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Neither the Successful Bidder/Vendor nor its sub-contractor(s) nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

1. During the term of this Contract, any business or professional activities which would conflict with the activities assigned to under this Agreement;
2. After the termination of this Agreement, such other activities as may be specified in the Agreement;
or
3. At any time, such other activities as have been specified in the RFP as Conflict.

2.57 Publicity

The Successful Bidder/Vendor or its Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives the Successful Bidder/Vendor its written consent/ permission.

2.58 Force Majeure

- a) For the purposes of this Contract, Force Majeure or Force Majeure Event means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to act of God, war, riots, civil disorder, earthquake, explosion, storm, flood, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the extent of contamination or radiation or fire or explosion originating from a source external to the site) or other adverse conditions, pandemic, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies or any judgment or order of any court of competent jurisdiction or statutory authority made against the Successful Bidder/Vendor in any proceedings for reasons other than (i) failure of the Successful Bidder/Vendor to comply with any applicable law or applicable permit, or (ii) on account of breach of any applicable law or applicable permit or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by Department;
- b) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender Document. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- c) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred.
- d) In such an event, the affected party shall inform the other Party as soon as reasonably practicable by notice in writing no later than 05 (five) days of the occurrence of such event. Any notice pursuant hereto shall include full particulars of:
 - (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the affected Party's performance of its obligations under this Contract;
 - (iii) the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - (iv) any other information relevant to the affected Party's claim.

The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Successful Bidder/Vendor or its team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute Force Majeure, as set out above.

- e) In case of a Force Majeure event, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a Party under the Contract and to minimize any adverse consequences of Force Majeure.
- f) if any Force Majeure Event occurs, the term of the Contract may be extended by a period equal in length to the duration for which such Force Majeure Event subsists or as seems reasonable by the Department at its discretion.

2.59 Bankruptcy

If the Successful Bidder/Vendor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Department shall be at liberty to terminate the contract forthwith without any notice in writing to the Successful Bidder/Vendor or to the liquidator or receiver or to any person in whom the Successful Bidder/Vendor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by the Department.

2.60 Insurance

- a) Any goods supplied under this Contract shall be fully insured by the Successful Bidder/Vendor, against any loss or damage, till the Acceptance of the System, the Successful Bidder/Vendor shall submit to the Department, documentary evidence of insurance policy issued by the insurance company, confirming that necessary insurance has been taken.
- b) Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department as the beneficiary and the Successful Bidder/Vendor shall procure an undertaking from the insurance company to this effect; provided that in the event the Successful Bidder/Vendor has a general insurance policy that covers the risks specified in this Contract and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Department as the sole beneficiary or require an undertaking to that effect.
- c) The Successful Bidder/Vendor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the goods during their shipment from respective manufacturing/shipment site of the Original Equipment Manufacturer (OEM) to the port of landing.
- d) All charges like transportation charges, octroi, etc. that may be applicable till the goods are delivered at the respective site of installation shall also be borne by the Successful Bidder/Vendor.
- e) The Successful Bidder/Vendor during the term of this Contract:
 - i) shall take out and maintain, at his own cost but on terms and conditions approved by the Department, insurance with financially sound and reputed Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDAI) against the risks, and for the coverage, as specified below:

- ii) shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable
 - iii) shall provide evidence of insurance policy to the Department showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- f) Department's liability and workers' compensation insurance in respect of the Personnel of the Successful Bidder/Vendor or its Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- g) Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract (ii) the Successful Bidder/Vendor's assets and property used in the performance of the Services, and (iii) any documents prepared by the Successful Bidder/Vendor in the performance of the Services. Failure to maintain insurance shall not limit Vendor's liability; Vendor shall remain personally liable for all uninsured losses
- h) any other insurance reasonable and deemed necessary to the Successful Bidder/Vendor to cover the risk associated for successful execution of its obligations and this Project or as instructed by the Department, if any.

2.61 Corrupt or Fraudulent Practices

2.61.1 The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the bidding process and subsequent to the issue of the formal acceptance letter and during the subsistence of the Contract. Notwithstanding anything to the contrary contained herein, or in the formal LoI/LoA or the Contract, the Department shall reject a Bid, withdraw the formal LoI/LoA, or terminate the Contract, as the case may be, without being liable in any manner whatsoever to the Bidder or Successful Bidder, as the case may be, if it determines that the Bidder or Successful Bidder, as the case may be, has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice in the Bidding Process. In such an event, The Department shall forfeit and appropriate the Bid Security or Performance Security Bank Guarantee for Project, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Department towards, inter alia, time, cost and effort of the Department, without prejudice to any other right or remedy that may be available to the Department hereunder or otherwise.

2.61.2 Without prejudice to the rights of the Department under Clause 2.60.1 hereinabove and the rights and remedies which the Department may have under the formal acceptance letter or the Contract, if a Bidder or Successful Bidder/Vendor, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the bidding process, or after the issue of the formal acceptance letter or the execution of the Contract, such Bidder or Successful Bidder/Vendor shall not be eligible to participate in any tender or RFP issued by the Department during a period of 3 (three) years from the date such Bidder or Successful Bidder/Vendor, as the case may be, is found by the Department to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices, as the case may be.

2.61.3 For the purposes of this Clause 2.60.3, the following terms shall have the meaning hereinafter respectively

assigned to them:

- a. **“corrupt practice”** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the bidding process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Department who is or has been associated in any manner, directly or indirectly with the bidding process or the formal acceptance letter or has dealt with matters concerning the Contract or arising therefrom, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Department, shall be deemed to constitute influencing the actions of a person connected with the bidding process); or (ii) engaging in any manner whatsoever, whether during the bidding process or after the issue of the formal acceptance letter or after the execution of the Contract, as the case may be, any person in respect of any matter relating to the Project or the formal acceptance letter or the Contract, who at any time has been or is a legal, financial or technical adviser of the Department in relation to any matter concerning the Project;
- b. **“fraudulent practice”** means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the bidding process;
- c. **“coercive practice”** means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person’s participation or action in the bidding process;
- d. **“undesirable practice”** means (i) establishing contact with any person connected with or employed or engaged by the Department with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the bidding process; or (ii) having a Conflict of Interest; and
- e. **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the bidding process.

2.62 Binding Clause

All decisions taken by the Department/PIDB regarding the processing of this RFP and award of contract shall be final and binding on all parties concerned. The Tender Evaluation Committee reserves the right:

- i. To vary, modify, revise, amend or change any of the terms and conditions of the RFP mentioned herein and issue Addendum/Corrigendum to the RFP before the last date of submission of Bid and,
- ii. To reject any or all the Bids by assigning reasons whatsoever thereof or to annul the bidding process and reject all Bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder(s) or any obligation to inform the affected Bidder(s) of the grounds for such decision.

2.63 Warranty

Warranty period of all deliverable Hardware & Software (including licenses) items is 4 (four) years from the

final acceptance from the Department. The Vendor/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Vendor would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The Vendor shall not, without the express prior written consent of the Department, assign to any third party of the contract or part thereof. Service support for the entire warranty period (04 (four) years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

The Vendor should provide warranty of all supplied hardware under this tender for 4 (four) years from the date of installation/ acceptance by the customer. The Vendor should also provide warranty/ warranty support for all software procured for 4 (four) years from the date of Go- Live of the application.

The system implementation support provided by the Vendor and hand-holding would be for a period of 4 (four) years from the date of Go-Live of the application. During this period, Vendor should give necessary knowledge transition to the Department's nominated personnel and get a signoff from the nodal officer of the Department.

2.64 Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the date of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period. As part of the warranty services, the Successful Bidder/Vendor shall provide:

A comprehensive on-site service warranty service for 4 (four) years from the date of commissioning for all Software & hardware (if any). The Successful Bidder/Vendor shall obtain the 4 (four) years product warranty and on-site free service warranty from OEM on all licensed software, networking equipment and other equipment for providing warranty support to the Department at their own cost. Documentary proof from OEM should be submitted after commissioning of hardware / Software.

The supplier shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality of software & workmanship of all hardware, equipment, accessories etc. covered by the RFP.

It shall be the responsibility of the Successful Bidder/Vendor for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP. The Successful Bidder/Vendor shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to the Department in case the procured hardware or software is not adequate to meet the service levels.

2.65 Mean Time Between Failures (MTBF)

If during period of Agreement, any equipment has a hardware failure (including servers) on 04 (four) or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the Successful Bidder/Vendor at no cost to the Department.

Warranty should not become void, if the Department buys any other supplemental hardware / software from a third party and installs it within these machines under intimation to the Successful Bidder/Vendor. However, the warranty will not apply to such supplemental hardware items installed.

The Successful Bidder/Vendor shall carry out necessary Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware procured under this RFP and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.

The Successful Bidder/Vendor shall through necessary anti-viruses, protect the hardware/software from viruses/malware/spyware at all time, the Successful Bidder/Vendor shall in consultation with the Department's nominated agency and the Nodal Officer nominated by the Department would procure the anti-virus licenses and maintain the service part.

The Successful Bidder/Vendor shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.

The Successful Bidder/Vendor shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Service Level Agreement (SLA).

The Successful Bidder/Vendor shall develop and maintain an inventory database to include the registered hardware warranties.

2.66 Annual Technical Support (ATS)

As part of the ATS services, the Successful Bidder/Vendor shall:

1. Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
2. Carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
3. Provide from time to time the Updates / Upgrades / new releases / new versions / Patches / Bug fixes of the software, operating systems, hardware etc. as required. The Successful Bidder/Vendor should provide free Updates / Upgrades / new releases / new versions / Patches / Bug fixes of the software and tools to the Department as and when released by OEM.
4. Software License Management- The Successful Bidder/Vendor shall provide software license management and control. The Successful Bidder/Vendor shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
5. The Successful Bidder/Vendor shall have complete manufacture's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. The Successful Bidder/Vendor shall provide a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and

management reporting.

6. The technical manpower should understand query in English.

2.67 Grafts, commissions, gifts, etc.

It is the Department's policy to require that Bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Department shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Department resulting from any cancellation. The Department shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under Contract.

2.68 Enforcement of Terms

The failure of either party to enforce at any time any of the provision of this Contract or any rights in respect thereto or to exercise an option here in provided shall in no way be construed to be a waiver to such provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have hereunder.

2.69 Compliance with Law

The Successful Bidder/Vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits, certificates and payment of taxes where required.

The Successful Bidder/Vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

2.70 Quality Control

The Successful Bidder/Vendor is obliged to work closely with the Department's officials, act within its authority and abide by directive issued by them on implementation activities.

The Successful Bidder/Vendor will abide by the safety measures and the Department will not liable from all demands or responsibilities arising from accident/loss of life, damage to the property, the cause of which is due to their negligence.

The Successful Bidder/Vendor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of Department.

The Department reserves the right to inspect all phases of Successful Bidder/Vendor's operation to ensure

conformity to the specifications. The Department shall have engineers, inspectors or other duly authorized representatives made known to the Successful Bidder/Vendor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of the Department does not relieve the Successful Bidder/Vendor of the responsibility for quality control in all phases.

The Court of Mohali (Punjab) only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the Contract.

2.71 CONSORTIUM

Considering the wide variety of skills and resources needed to implement the Track & Trace System, maximum 02 (two) legal entities as stipulated in Clause 4.1 (Sr. no. 1) and Annexure-7 are allowed to come together and bid for this project as a Consortium. However, the following must be noted with respect to the Consortium:-

- The total number of Consortium members including the Lead Member shall not exceed 02 (two).
- subject to the provisions of clause above, the bid should contain the information required for each member of the Consortium as per the format at Annexure-3.
- members of the Consortium shall nominate one member as the lead member (“**Lead Member**”) who shall have an equity share holding of at least 51% (fifty percent) in the Consortium throughout the period of the Project. The nomination for signing the Bid shall be supported by a Power of Attorney for Lead Member of Consortium, as per the format at Annexure-14, signed by the members of the Consortium authorized by Power of Attorney (as per the format at Annexure -13).
- The other member of Consortium, whose technical experience or financial capacity will be evaluated for the purposes of this RFP as per Annexure-7, shall have an equity share holding of at least 26% (twenty-six per cent) or more in the Consortium throughout the period of the Project.
- Only Lead Member on behalf of the Consortium will submit the bid and sign the Contract Agreement. The firm providing the Track and Trace software solution shall necessarily be the Lead member whereas the firm providing the Barcode Printer software and Labels may be the other member of Consortium.
- A Bidder bidding individually or as a member of a Consortium shall not be entitled to submit another bid either individually or as a member of any other Consortium, as the case may be.
- In case of a Consortium, the Lead Member would need to submit a Joint Bidding Agreement duly executed with the other Consortium member for the contract clearly indicating the division of work with respect to the Scope of Work (naming relevant clauses and sub-clauses) and their relationship. Joint Bidding Agreement must be executed on a stamp paper of requisite value and notarized.
- members of the Consortium shall enter into a binding Joint Bidding Agreement in the form specified as given in Annexure-4 (“**Joint Bidding Agreement**”) duly notarized and to be executed on the stamp paper of Rs.500/- (Rupees Five Hundred) for the purpose of making and submitting Bid must also be

addressed to the Excise Commissioner clearly stating that the Agreement is applicable to this RFP and shall be binding on them for the Contract period. Notwithstanding the Joint Bidding Agreement, the responsibility of completion of job under this Contract will be with the Lead Member.

- The arrangement among the members of the Consortium shall be disclosed in the Proposal and binding on the members and no change in role and responsibility of the members would be accepted after the submission of the Proposal and till the completion of the Contract Agreement.
- The Lead Member shall respond to all queries and clarifications and ensure compliance to Proposal Process requirements.
- No change in the composition of a Bidder will be permitted by Tender Evaluation Committee during the validity period of the Proposal.
- Change in members of the Consortium of the Successful Bidder/Vendor will be allowed only with prior approval of the Department.
- If at any stage of RFP process or during the currency of the Contract Agreement, any suppression/ falsification of information with respect to the above conditions is brought to the knowledge of the Department, then the Department shall have the right to reject the Proposal or terminate the Contract Agreement, as the case may be, without any compensation to the Bidder.

2.72 Exit Management

2.72.1 Purpose

- a) This sets out the provisions, which will apply on expiry or termination of the Agreement, the Project Implementation, Operation and Management, Master Service Agreement and Service Level Agreement.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The Parties shall ensure that their respective associated entities shall carry out their respective obligations set out in this Exit Management Schedule.
- d) The Vendor shall provide all credentials, source code, licenses, databases and technical materials, regardless of ownership disputes.

2.72.2 Plan

- i) The Successful Bidder/Vendor shall provide the Department or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - A detailed program of the transfer process that could be used in conjunction with a replaced Successful Bidder/Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services

and of the management structure to be used during the transfer;

- Plans for the communication with such of the Successful Bidder/Vendor's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department's operations as a result of undertaking the transfer;
 - Plans for provision of contingent support to the Department and replaced Successful Bidder/Vendor for a reasonable period after transfer.
 - The Successful Bidder/Vendor shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- ii) Each Exit Management Plan shall be presented by the Successful Bidder/Vendor to and approved by the Department or its nominated agencies.
- iii) The terms of payment as stated in the Terms of Payment Schedule include the costs of the Successful Bidder/Vendor complying with its obligations under this Schedule.
- iv) In the event of termination or expiry of agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
- v) During the exit management period, the Successful Bidder/Vendor shall use its best efforts to deliver the services.
- vi) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.

This Exit Management plan shall be furnished in writing to the Department or its nominated agencies within 90 days from the Effective Date of this Agreement.

2.72.3 Transfer of Assets

- a) The Department shall be entitled to serve notice in writing on the Successful Bidder/Vendor at any time during the exit management period as detailed hereinabove requiring the Successful Bidder/Vendor and/or its sub-contractors to provide the Department with a complete and up to date list of the assets within 30 days of such notice. The department shall then be entitled to serve notice in writing on the Successful Bidder/Vendor at any time prior to the date that is 30 days prior to the end of the Exit Management period requiring the Successful Bidder/Vendor to sell the assets, if any, to be transferred to the Excise Department or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- b) In case of contract being terminated by the Department, it reserves the right to ask the Successful Bidder/Vendor to continue running the project operations for a period of six months after termination orders are issued.
- c) Upon service of a notice under this Article the following provisions shall apply: -

In the event, if the assets to be transferred are mortgaged to any financial institutions by the Successful

Bidder/Vendor shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer. All documents regarding the discharge of such lien and liabilities shall be furnished to the Department.

- i) All risk in and title to the assets to be transferred / to be purchased by the Department pursuant to this article shall be transferred to Department, on the last day of the Exit Management period.
- ii) The Department shall pay to the Successful Bidder/Vendor on the last day of the Exit Management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- iii) Payment to the outgoing Vendor shall be made to the tune of last set of completed services/deliverables, subject to Master Service Agreement and Service Level Agreement requirements.
- iv) The outgoing Successful Bidder/Vendor will pass on to the Department and/or to the replaced Vendor, the subsisting rights in any leased properties/ licensed products on terms not less favorable to the Department replaced Vendor, than that enjoyed by the outgoing Successful Bidder/Vendor.

2.73 Cooperation and Provision of Information

During the Exit Management Period

- i) The Successful Bidder/Vendor will allow Department the access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Department to assess the existing services being delivered;
- ii) Promptly on reasonable request by the Department, the Successful Bidder/Vendor shall provide access to and copies of all information held or controlled by them that they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Successful Bidder/Vendor or sub-contractors appointed by the Successful Bidder/Vendor). The Department shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Successful Bidder/Vendor shall permit the department or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the services employed by the Successful Bidder/Vendor and to assist appropriate knowledge transfer.

2.74 Confidential Information, Security and Data

- i) The Successful Bidder/Vendor will promptly on the commencement of the Exit Management period and supply to the Department or its nominated agency the following:
 - Information relating to the current services rendered to the Department and performance data relating to sub-vendors in relation to the services;
 - Documentation relating to Project's Intellectual Property Rights;

- Documentation relating to consortium partners;
 - All current and updated data as is reasonably required for purposes of the Department or its nominated agencies transitioning the services to its Replaced Vendor in a readily available format nominated by the Department, its nominated agency;
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its nominated agencies, or its replaced Vendor to carry out due diligence in order to transition the provision of the Services to the Department or its nominated agencies, or its replaced Vendor (as the case may be).
- ii) Before the expiry of the Exit Management period, the Successful Bidder/Vendor shall deliver to the Department or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Successful Bidder/Vendor shall be permitted to retain one copy of such materials for archival purposes only.
- iii) Before the expiry of the Exit Management period, unless otherwise provided under the agreement, the Department or its nominated agency shall deliver to the Successful Bidder/Vendor all forms of Vendor confidential information, which is in the possession or control of the Department.

2.75 Transfer of Certain Agreements

On request by the Department or its nominated agency the Successful Bidder/Vendor shall effect such assignments, transfers, licenses and sub-licenses as the Department may require and which are related to the services and reasonably necessary for the carrying out of replacement services by the Department or its nominated agency or its replaced Vendor.

2.76 Rights of Access to Premises

- i) At any time during the Exit Management period, where Assets are located at the Successful Bidder/Vendor's premises, the Successful Bidder/Vendor will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Department or its nominated agency and/or any replaced Vendor in order to make an inventory of the Assets.
- ii) The Successful Bidder/Vendor shall also give the Department or its nominated agency, or any replaced Vendor right of reasonable access to the Implementation Partner's premises and shall procure the Department or its nominated agency and any replaced Vendor rights of access to relevant third party premises during the Exit Management period and for such period of time following termination or expiry of the agreement as is reasonably necessary to migrate the services to the Department or its nominated agency, or its replaced Vendor.

2.77 General Obligations of the Vendor

- i) The Successful Bidder/Vendor shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Department or its nominated agency or its replaced Vendor and which the Successful Bidder/Vendor has in its possession or control at any time during the Exit Management period.

- ii) For the purposes of this Schedule, anything in the possession or control of any Successful Bidder/Vendor, associated entity or sub-contractor is deemed to be in the possession or control of the Successful Bidder/Vendor.
- iii) The Successful Bidder/Vendor shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

2.78 General Obligations of the Authority

- a) Provide access to the Successful Bidder to the various supply chain nodes that need to be covered under the Track and Trace System.
- b) Provide functional inputs and sign-offs on the various deliverables including design of the QR Code, processes to be followed for the Track and Trace development.
- c) Provide functional inputs and sign-offs for the Track and Trace implementation during the development.
- d) Provide office space at the head office or camp office for the establishment of a helpdesk and monitoring center along with electricity.
- e) Issuing instructions to the various Stakeholders i.e. Distilleries, Bottling Plants, Breweries, Wholesale and Importers to procure the infrastructure and equipments as suggested by the Successful Bidder/Vendor.
- f) Provide access to the Successful Bidder/Vendor to the legacy systems in order to develop integration process such as APIs.
- g) Select the Third-Party Auditor for the system audit.

CHAPTER 3 OBJECTIVES OF THE PROJECT AND SCOPE OF THE WORK

3.1 Objectives

The Department of Excise, Government of Punjab is looking for an end-to-end solution for implementation of QR Code based Track & Trace system for all liquor supplies across the State of Punjab. It is envisaged to bring in software application which can track and trace the Liquor throughout the supply chain in the State of Punjab by recognizing the QR Codes affixed on “liquor supplies”. The objective is to ascertain the excise duty on each liquor bottle coming out of manufactories and to curb the tendency of outflow of non-duty paid liquor from the manufactories.

The ultimate objective of the Project is to track and trace movement of liquor supply in the form of Country Liquor (CL), Indian Made Foreign Liquor (IMFL), Beer and Imported Foreign Liquor (IFL) by affixing QR Code on each bottle starting from distillery to bonded warehouse and from bonded warehouse to vends. This, in turn, would facilitate the Department and their Stakeholders in monitoring the entire supply chain.

3.2 Scope of Work

- The Department is looking for a reliable and reputed solution provider (the “**Vendor**”) who can himself provide IT enabled software application required for end-to-end implementation of QR Code based Track & Trace system across the State of Punjab.
- This RFP shall be for end-to-end software solution to be provided by the vendor for both offline (pre-mapped) and online mode (post-mapped) QR Code based Track and Trace (T&T) system which will be chosen by manufacturing/ importing entity (Stakeholder) based on its own requirements/ suitability. The solution shall include complete software along with integration with existing legacy systems, stationery and ribbon for printing. QR Codes shall be printed in high quality ink on both ends of T&T QR label. The label shall be of such a quality & material that a mark/ pattern is left on the cap/ neck of bottle if QR Code label is removed/ changed so that counterfeit attempts are kept under check. For this purpose, the stationery to be used for printing of QR Codes/Case Barcodes shall be polypropylene based type material. The supply of hardware shall not be under the scope of the Vendor. The hardware shall be purchased by the Stakeholders from open market based on specifications provided Vendor giving them freedom of choice in market and thereby avoid monopoly.
- The scope of work necessarily includes the designing, development, testing, deployment, operation and maintenance of this “Track & Trace System” on Build-Operate-Own-Transfer (BOOT) basis.
- The Bidder shall design and implement a plan for generation, printing and pasting of unique QR Code on bottle/can. Similarly, the corresponding Case Barcode (mother Barcode) having information about all the bottles/cans packed in it shall also be affixed on the case. The case Barcode (mother Barcode) will be in pre-mapped mother-child relationship with the bottle/can QR Codes in case of offline solution or post mapped mother-child relationship with the bottle/can QR Codes in case of online solution.
- These QR-code shall be pasted at the time of packaging immediately after pasting of the high security Holograms which are supplied by India Security Press Nashik/Security Printing Press Nashik.

- The software provided by the Successful Bidder shall be capable –
 - to generate QR Code and Case Barcode having following features:
 - each QR Code and Case Barcode must be unique and randomly generated
 - must be digitally secured to print copy or duplication
 - must be scan able, enabling Excise Officers to have end to end visibility of the liquor product journey with Excise application
 - to change mother-child relationship mapping mode between the bottle/can QR Code and Case Barcode from offline to online mode or vis-à-vis.
 - to generate the logged/data of offline and online QR Code and Case Barcode mapped on real time basis.
 - to provide an option of dumping/destroying the unusable labels (due to breaking of bottle/can, improper print of QR Code, Case Barcode, improper stationery, etc.) also giving an option to system operator to select reason for dumping / destroying the unusable labels.
 - to integrate the permit and pass generated through e-Abkari website with HHT device used for scanning of the QR Code/Case Barcode for supply of liquor in the State of Punjab.
 - to integrate the indent generated for the purpose of loading finished goods strictly against as per the permit generated for the particular consignment through e-Abkari website of the Excise Department.
 - to generate alert in case of duplicate generation QR Code/ Case Barcode, Re-scanning the same QR Code again/ Case Barcode again on real time basis.
 - to generate the permanent data of QR Code/ case code generated that cannot be deleted.
 - to update real time data at the time of scanning itself.
 - To integrate the software of QR Code based track & trace system with software of the Boom Barrier and GPS Lock/Smart Lock system to establish real time relationship for complete tracking the consignment from manufactures to the destination.
 - to ensure end-to-end tracking solution on real time basis of liquor bottles that has been dispatched from the origin are duly received at the point of destination.
 - to record damages/ shortages/ Wastages/ Breakages of liquor products (finished goods) at the point of destination against the respective pass.
- The Sole Bidder/Consortium shall possess adequate experience in supply of QR Code & Barcode Label, software and QR and Barcode Labels for Printing and it shall qualify the criterion laid down in

Annexure-7 of this RFP. The specifications of the Barcode Labels are mentioned in Appendix-C of this RFP.

- The software solution provided by Successful Bidder shall support the existing hardware equipments like desktop, Barcode Printer, Hand Held Terminals (HHT) as scanners and networking system available at all the Stakeholders of the Project (Manufacturers/Distillers/Bottlers/Importers of Liquor/BWHs/Wholesalers).
- The Successful Bidder shall be responsible for an end to end implementation of QR Code based Track & Trace system (offline pre-mapped and online post mapped solution) for liquor supplies throughout the State of Punjab which includes supply of Track and Trace software application, QR Code printing software application and necessary hardware for Excise Department & Helpdesk as well as supply of consumables like QR Codes printing Labels etc. (include polypropylene type material for stationery for labels), ink/cartridge, ribbon only for printing of QR Codes/Case Barcodes) to the respective Stakeholders during the period of Agreement.
- At retailer's point, the equipments like HHT scanners will not be required but Vendor shall provide the facility to end consumer to verify the authenticity of the Liquor bottle/can purchased by him through SMS on dedicated phone number, through website application and through mobile based application.
- The Vendor should also provide seamless integration of this QR-code based Track & Trace system with existing system applications (e-Abkari/ NIC website of the Department) for data transfer between the Department and Stakeholders throughout the State of Punjab. Initially the Successful Bidder has to complete the integration of Track and trace software with Permit/Pass management system which is presently being managed by NIC through e-Abkari module. The remaining integration with other legacy data capturing and service applications like remaining e-Abkari modules, Boom Barrier and GPS Lock/Smart Lock service providers data and Computerization of Value Added Tax Information System (COVIS) shall be completed thereafter. The Vendor is required to propose explicit methodology for this exchange of data in their Technical Proposal giving details of integration of software with already existing modules of E-abkari, Gate management system, Boom Barrier and GPS Lock/Smart Lock service provider and COVIS system for the period of agreement.
- In addition to it, as the department is simultaneously envisaging to bring in GPS Lock/Smart Lock service provider who will set up and operate technology enabled logistics of liquor products in the State of Punjab giving real time information during transit and inventory management along the supply chain. Hence, the Vendor is also required to integrate its IT infrastructure with the already existing/proposed IT system of the GPS Lock/Smart Lock service provider as per requirements of the Excise Department. In addition to it, the Vendor shall also share access to data generated for track and trace with this GPS Lock/Smart Lock service provider and vice-versa.
- The Vendor is also required to provide mobile based application that should serve following purpose-
 - To be compatible with both iOS and Android platforms for Excise Officers.
 - To enable officers to conduct real-time checking during field inspections.
 - To facilitate efficient data capture and reporting during the usage of this application.

- To ensure transparency, accuracy, and accountability at the time of usage of this application.
 - To allow seamless synchronization of inspection data with the central system for monitoring and analysis on the basis of login ID.
 - To allow hierarchy wise data sharing with different designations of officers in the Excise Department.
- The Vendor should ensure that the data flow conforms to International Standards of Supplying Chain Management starting from manufacturers to retailer point.
- The Vendor should deploy adequate manpower to execute this project and for this should assess own requirement for the Project and deploy manpower accordingly.
- Source Code of Application supplied /Customs Build requires to be delivered at time of final closure of the project. Bidder not willing to deliver source code will not be considered for evaluation.
- The Vendor will be responsible to provide latest version/upgrade/patches of the implemented software solution which are released from time-to-time, free of cost till the expiry of the agreement/ Contract.
- The Vendor would be responsible for training and capacity building of staff of Excise Department along with manufacturers & wholesalers after successful award of the Contract. Operating instructions, best practices and other documentation relevant to the users must also be provided by the Vendor.
- In order to help managerial control, inventory management, improved efficiency, enable revenue record and reconciliation on real time basis and also in-depth study and analysis of MIS report, the bidder shall envisage in its plan for generation of timely, intelligent reports and comparisons in the form various report as desired by the Excise Department. This includes Periodic Reports such as brand wise production report, stock inventory report, dispatch report, receipt report, label tracking, quantum assessment on daily basis, monthly basis, annually & upto date basis etc. as required formats related to warehousing & transport movement report & sales report. In addition to it, the captured data shall act as decision support system and executive support system through Dash Board depicted information at various levels of Department and other Stakeholders.
- The Successful Bidder shall provide N number of reports in form of Dashboard with all permutations and combinations of available data generated through Track and Trace system as desired by the Excise Department.
- The Department will enter into (Service Level Agreement) SLA only with Successful Bidder and he shall be individually responsible for meeting the project timeline i.e. timely complete implementation of QR Code based track and trace system which also includes adequate and continuous availability of consumables like Case Barcode labels and QR Code labels of requisite quantity and prescribed quality required for printing of Barcodes at the premises of each Stakeholder throughout the period of agreement.

- A centralized Helpdesk would be set up at the Mohali Head Office of the Excise Department by the Vendor having at least 6 (six) personnel have fluency in English, Hindi and vernacular language working from 09:00 am to 08:00 pm every day including holidays / Sunday.
- The Department would provide space for the setting up of the Helpdesk in Excise Bhawan, Mohali. Additionally, the Department would provide electricity to the Vendor for the functioning of the Helpdesk. The other requirements would be taken care by the Vendor.

3.3 QR Code Based Track & Trace System – An Overview

3.3.1 The Concept of QR Code based Track & Trace

With an objective to keep an effective check on spurious and counterfeit liquor, the Department of Excise and Taxation, Government of Punjab intends to invite Bidders who can carry out implementation of the Track & Trace system (offline pre-mapped and online post mapped solution) for supply chain of Liquor by affixing QR Code on bottle/ can & Barcode on case.

The salient objectives of QR Code based Track & Trace System are as follows: -

- i. To keep an effective check on spurious and counterfeit liquor.
- ii. To regulate and monitor the movement of Liquor (Indian Made Foreign Liquor, Country Liquor, Imported Foreign Liquor and Beer).
- iii. To capture the production and supply of Indian Made Foreign Liquor, Country Liquor and Imported Foreign Liquor in the State by real time data capture & verification.
- iv. To facilitate effective data driven decision-making.

3.3.2 BOOT Structure for Track and Trace System

The Project is proposed to be developed on BOOT (Build-Own-Operate-Transfer) basis for agreement period as mentioned under the “Master Service Agreement” and the “Service Level Agreement”. The relationship between the Department and the Successful Bidder, who will be implementing Track And Trace system (the “**Vendor**”), would be set forth and described under the term and conditions of the Agreement proposed to be entered between both the parties. The “Master Service Agreement” proposed to be entered into between the Department of Excise and the Vendor (draft MSA is given at Annexure-15) shall be based upon the term and conditions specified in this RFP especially under Chapter-2 of this RFP. The draft SLA is given at Chapter-8. The Scope of Work shall broadly include but not limited to the following:

- i) Implementation of QR Code based Track & Trace system (offline pre-mapped and online post mapped solution) for Liquor supply across the State of Punjab as per the timeline given by the Department.
- ii) Operation and maintenance of the entire Project.

iii) Maintenance of safety and quality standards at all levels.

iv) Discharging all its obligations of Vendor under the Agreement to the Department of Excise, Government of Punjab without any reference to any other party operating with them and all such associations/joint ventures shall be dependent and co-terminus with the contract agreement.

3.4 Schedule of Requirements

- 1 QR Code enabled Track and Trace System shall have the flexibility of integrating it with presently available legacy system of the Department.

There are about 15 Distilleries, 31 Bottling Plants, 4 Breweries, (having approximately 246 bottling lines) 11 Ethanol plants & 22 L1 (wholesaler's licence) in the State of Punjab. During the year 2024-25 78,14,88,789 Case Barcodes and QR-Codes were generated for supply of liquor in State of Punjab. The tentative increase of generation of Case Barcodes and QR Codes for supply of liquor is estimated to be approx. 10% per annum year after year. This is only estimated figure and depending on market demand this may vary by +/- 10%. Bidders are requested to keep the above figures in mind while offering bids.

Detail of active Stakeholders in QR Code enabled Track and Trace System in State of Punjab for the Financial year 2025-26:

Sr. No	License Type	Count	Operational scope of QR Code enabled Track and Trace System (offline and online mode)
1	Distilleries	15	Generation, Printing and scanning
2	Bottling Plants	31	Generation, Printing and scanning
3	Breweries	4	Generation, Printing and scanning
4	L1-Import	2	Generation, Printing and scanning
5	All kind of L1	20	Only scanning

- 2 In addition to the offline pre-mapped QR Code based Track & Trace system existing at the Stakeholders place, the hardware and software (if any) for online post mapped solution can be purchased by the Stakeholders from list of reputed suppliers or from open market capable of supplying the required hardware equipments of high quality and meeting with the necessary compatible specifications. The Vendor shall provide to the Department the name and addresses of minimum 04 number of vendors/suppliers capable of supplying the required hardware equipment's for online post mapped solution of high quality and meeting with the specifications compatible to the application software and other ICT systems so as to establish transparency, rule out monopolistic, over pricing and preference to any vendor. Subsequently, the Stakeholders are required to purchase hardware/equipments from anyone out of these listed vendors/suppliers or from open market as per the specifications. The cost of such hardware/equipments will be borne by the Stakeholders of this project.
- 3 The Vendor shall provide the required hardware/software to the Department, at no additional cost and

maintain the same during the period of Agreement.

- 4 The Vendor is required to provide the required Hardware at the Department level and maintain them for a period as prescribed in the agreement. All hardware (HHTs, printers, desktops, etc.) and connectivity which will be required at Stakeholders level shall be procured by the Stakeholders itself.

3.5 Current Legacy System

The online system of Excise comprising of e-abkari, Track & Trace system, NIC & Boom barrier and CCTV is running from last many years. There are several modules implemented in Excise Department, which provides online services to Department, Stakeholders, other stakeholders (Licensees) and end users (consumers). The major modules being run by E-abkari are as given below: -

a. Excise Module functioning in e-Abkari.

e-Abkari is full fledge operating Excise application for Department in the all the district offices, at the level of Stakeholders and all manufacturing units of bulk spirit & ethanol). e-Abkari operates as per Excise Act & rules thereunder. e-Abkari facilitates the calculation of various duties and other levies applicable on the lifting of quota either month wise or any other proportion wise as mentioned in the excise policy for the particular year. All checks and balances are incorporated and updated in the application from time to time to ensure that there is no loss to the State Exchequer while lifting of quota & liable fee/ duties by the licenses during the year.

The application covers permits and passes generated by various licensees as mentioned below: -

- All Stakeholders and manufacturing units in the State of Punjab.
- L-1
- L-2 and L-14A throughout Punjab, permits are being generated group wise and passes are being issued vend wise.
- L-3 L-4 L-5/L-3A L-4A L-5A/L-5B/L-10C/L-12C/ L-9/ L-42A/L-42B/L-17 and various other licensees.

Sr. No	Module Name
1	Import of Packaged Foreign Liquor L-1 Import, Requirement Gathering & Customization, Import of Packaged Foreign Liquor L-1 Import
2	Implementation & Training
3	Grant of New Excise License (L2, L-5D, L-9, L-13, L-14A, L-52A & L-50 (Lifetime)) Requirement Gathering & Customisation
4	Grant of New Excise License (L2, L-5D, L-9, L-13, L-14A, L-52A & L-50 (Lifetime)) Demonstration and Testing

5	Grant of New Excise License (L2, L-5D, L-9, L-13, L-14A, L-52A & L-50(Lifetime)) Implementation & Training
6	Grant of New Excise License (L1, L-2B, L-2D, L-3, L-4, L-5, L-3A, L-4A, L-5A, L-5B, L-10C, L-12C, L-17, L-42A & L-42B) Requirement Gathering & Customization
7	Grant of New Excise License (L1, L-2B, L-2D, L-3, L-4, L-5, L-3A, L-4A, L-5A, L-5B, L-10C, L-12C, L-17, L-42A & L-42B) Demonstration and Testing
8	Grant of New Excise License (L1, L-2B, L-2D, L-3, L-4, L-5, L-3A, L-4A, L-5A, L-5B, L-10C, L-12C, L-17, L-42A & L-42B) Implementation & Training
9	Grant of New Excise License (L-50 (Annual), L-50A) Requirement Gathering & Customisation
10	Grant of New Excise License (L-50 (Annual), L-50A) Demonstration and Testing
11	Grant of New Excise License (L-50 (Annual), L-50A) Implementation & Training
12	Renewal of Excise License Requirement Gathering & Customization
13	Renewal of Excise License Demonstration and Testing
14	Renewal of Excise License Implementation & Training

- All permits and passes are being generated online.
 - Calculations for deduction of various kind of fees/ duties/ levies/ cess as mandated by the Excise policy of that year are updated in the e-Abkari system after the due notification. Thus, e-Abkari facilitates effortless & accurate calculation and deduction of fees/ duties/ levies/cess.
 - addition to above, there are some other modules which have been recently implemented in the State for online issuance of Permits and Passes at different levels as per type of Licenses with the help of National Informatic Center (NIC) under the name “e-Abkari” system.
- b. The Department is also simultaneously envisaging to bring in GPS Lock/Smart Lock service provider who will set up and operate technology enabled GPS Lock/Smart Lock on fleet carrying all types of liquor products/ ENA/ intoxicants (bulk spirit/ bottles liquor) in the State of Punjab giving real time information during transit and inventory management along the supply chain. The Vendor is also required to provide requisite infrastructure falling under its scope of work as per this RFP and shall also integrate its IT infrastructure (both Hardware & software) with the already existing/proposed IT system of this GPS Lock/Smart Lock service provider as per requirements of the Excise Department. In addition to it, the Vendor shall also share access to data generated for track and trace with this GPS Lock/Smart Lock service provider as per requirements of Excise Department.

3.6 Upgradation and Implementation of existing & new QR Code based Track & Trace Operations Existing System

a. Process Description of Labelling and Dispatch at Stakeholder (Distilleries/Breweries/Bottling Plants/Importers Scheduling of QR-code for particular Batch (Request for Barcode Sequence Number)

- Stakeholder request Barcode sequence numbers from TRACK & TRACE SOFTWARE APPLICATION while scheduling the production for a specific batch.
- Stakeholder selects/ will select the products or brands in desired volume, pack & size already registered in TRACK & TRACE SOFTWARE APPLICATION and enter quantities of cases scheduled for manufacturing. TRACK & TRACE SOFTWARE APPLICATION will provide QR Code number for bottles/cans and Barcode cases as per details provided earlier at the time of brand registration. The data is provided in pre-mapped format for offline solution and post mapped for online solution.
- Offline mapped data means the bottle/can QR Code are already associated to particular case Barcodes.
- For online post mapped solution, the Vendor shall map the relation between bottle/can QR Code and Case Barcode through bottle aggregation machine that will scan all the bottles/cans QR Codes placed in case in desired volume pack size already registered in TRACK & TRACE SOFTWARE APPLICATION & shall establish mother child QR Code relationship at this stage.
- A real time file containing bottle QR Codes and Case Barcode generated through online / offline mode, GTIN and Excise Tracking Number (ETN) is directly pushed to printer buffer to ensure no duplication.
- Stakeholder will generate printed Barcodes from the data provided after entering the batch number, manufacturing date, bottling line number and expiry date (in case of beer).
- ***It is clarified here that data structure for case Barcodes & Bottle QR Codes requires GTIN for different brands which can be assigned by fetching the Brand Registration Number/ID from e-Abkari software system. Similarly, all Stakeholder can also be assigned their Unique IDs/Numbers in place of GCP (GS1 Company Prefix) as per requirement of Vendor or any other statutory requirement. Hence, every Stakeholder plant need not to get registered with GS-1. However, the Barcodes quality and safety standards shall conform to GS-1 Barcode standards including:***
 - Encoding formats
 - Dimensions
 - Quiet zones
 - Error correction
 - Scan ability requirements
 - Data structure rules for GTIN, batch, expiry, serial number

Barcode printing and pasting:

In this segment of scope of work the complete details covered by the Barcode & pasting as discussed as under:

- The QR Codes and case Barcodes thus generated as explained in the previous section are to be pasted on the bottles/ cans and cases at the time of packaging in case of offline mode and online mode.
- QR Codes and Case Barcode printing and pasting can be done in two ways depending on the level of automation in the Stakeholder - offline and online.
- Offline printing – in this case the barcode labels are printed, using the mapped data, on the specially cut sheets (the sheet length depending on the pack size of the case) with case Barcodes on the top and bottle/ cans QR Codes underneath. These QR Codes and case Barcodes are then carefully pasted on the bottles/ Cans and cases, keeping the mapping intact.
- The manufacturing date, expiry date (in case of beer), bottling line number and batch number of the case used in printing and pasting must be updated on TRACK & TRACE SOFTWARE APPLICATION using ‘Provide Barcode Details’ functionality.
- In case of offline pre-mapped solution, as soon as case is packed and individual bottle/can QR Code that has been pasted on the bottle/can and corresponding case Barcode has been pasted on case, the Case Barcode is scanned using HHT scanners. By doing so, the case details become available to the system. This updates the stock at the Stakeholder premises and the count of cases with brand and batch wise details gets increased. The inventory of the Stakeholder is thus maintained.
- In case of online post mapped solution, as soon as individual bottle/can QR Code has been pasted on the bottle/can, the bottle with QR Code is placed in case in desired volume pack size. After this, case containing bottle/can with QR Codes passed through bottle aggregation machine wherein pre-printed Case Barcode shall be pasted through Barcode applicator (fully automatic) /manually (semi-automatic) and the relation between bottle/can QR Code and Case Barcode will be mapped through bottle aggregation machine that will scan all the bottles/cans QR Codes placed in case. This updates the stock at the Stakeholder premises and the count of cases with brand and batch wise details gets increased. The inventory of the stakeholder is thus maintained.
- In case of fully automatic online post mapped solution, the rejected case/s from bottle aggregation machine through rejected pusher line will be scanned manually by using HHT scanners and then the relation between bottles/cans QR Codes and Case Barcode will be mapped and case details becomes available to the system and thus updates the stock.

b. Process description of loading against Permit/Indent at Distilleries/ Breweries/Bottling Plants/Importers of Liquor

The following procedures are to be followed at Stakeholder before dispatch:

- The Permit/ Indent generated for loading should get integrated with HHT.

- At the time of loading, each case will be scanned using hand held scanner against the Indent generated for loading which shall be integrated with HHT to capture the exact and actual case data and will be shared on real time basis in Track & Trace software.
- In case of multiple scanning of same Case Barcode, it should generate an alert of duplicity on real time basis.
- The scanned data of cases against particular Permit / Indent will be uploaded automatically on real time basis after completion of scanned cases against particular integrated Permit / Indent in TRACK & TRACE SOFTWARE APPLICATION.
- After completing the scanning process against integrated Permit/Indent through HHT, TRACK & TRACE SOFTWARE APPLICATION will validate uploaded scanned cases Barcode details using pre-mapped data. Also, TRACK & TRACE SOFTWARE APPLICATION will perform validation of liquor products to be dispatched along with other validation against the Permit/Indent likes GTINs, number of cases and bottles/cans, pack size, unique number etc. Any failed validation will be immediately notified by the system.
- Details of truck and its driver will also have to be entered during the process.
- After successful validation of the above procedure, Stakeholder will generate Excise Pass after fetching Pass related information from existing e-Abkari software application. This will complete the dispatch process. This shall be further integrated with Boom Barrier & GPS Lock/Smart Lock system in due course of time.
- If two Permits / Indents are selected for loading in one truck then one delivery challan will be generated for both Permits / Indent and will get uploaded data on TRACK & TRACE SOFTWARE APPLICATION portal Permit / Pass wise.
- Information about the dispatch against a particular Permit / Pass will be immediately available to Bonded Warehouse for receiving of stocks against that Pass shown as “Dispatched from respective Stakeholder” in TRACK & TRACE SOFTWARE APPLICATION. By scanning using HHTs the outgoing Cases, the system ensures following:
 - The particular case is loaded.
 - Counts the number of cases loaded hence, quantity verified.
 - Maintains & updates inventory at Bonded Ware house on real time basis.
- Excise Pass is created for every consignment loaded in the truck.
- To follow all SOP’s and directions/guidelines issued by the Excise Department from time to time.
- The above documents shall be handed after through checking of the above said document with the e-Abkari data, the officer in charge shall handover these documents to truck driver and only then open the Boom Barrier for the truck to exit.

- System must send Advance Shipment Notice (ASN) to the destined receiver (consignee) automatically.
- In case of an IMPORTER (L-1BB/L1 Import) also who imports Liquor from outside India, the Liquor is received in his Bonded Ware House (BWH) after de-bonding from Custom Authorities. The Bottle/ can QR Code and corresponding Case codes are applied on this stock along with Holograms. The Case Barcodes on this stock, which is being received, are scanned using HHT scanners which automatically updates the stock of BWH. Similarly, the stock is subtracted from inventory at the time of dispatch when the outgoing cases Barcodes are scanned again using HHTs. The pass corresponding to the Permit received by it will be issued for the outgoing stock once these cases Barcodes as per details in indent are scanned.
- Once the vehicle has left the premises of manufacture/ Bonded warehouses, the system should automatically send the complete data generated at the time of scanning of each case as per the Pass detail to Wholesaler as a recipient.
- During loading the breakage of Case Barcode & QR Codes damaged/ wastage shall be duly accounted for and mechanism shall be put in place that the same remains out of the entire supply chain.

c. Process of Receiving & Storage at Bonded Warehouse Godown

- i) The truck arrives at the Wholesalers from Distillery.
- ii) As the truck reports at the Wholesaler, the driver reports to the Wholesaler licensee and produces all the relevant documents.
- iii) The licensee at the Wholesaler verifies the documents given by the driver and may cross-confirm with ASN (Advance Shipment Notice) generated through system at the time when truck left the Distillery.
- iv) After docking the truck at the Wholesaler, the truck driver should provide the Transport Pass/Delivery Challan printout to the receiving Wholesaler licensee to start the receiving activity of cases into the Wholesaler place. As soon as case is scanned against the receiving indent, the details of the case get verified and reconciled automatically with ASN (Advance Shipment Notice) and serial number of cases scanned at Distillery at the time of dispatch. This updates the count of accepted cases and update the stock at the Wholesaler's premises.
- v) Based on the number of cases actually received after scanning at Wholesalers (L1) godown, the Track & Trace system should automatically generate a report clearly highlighting the shortfall in the number of cases received in the consignment. This short fall could be attributed to breakage/ damage during transportation. The mechanism shall be put in place that this shortfall is not counted in the supply of the entire supply chain. However, the reason for shortfall be put in by the L1 in the Track & Trace system. The mechanism should be developed that the above notification via SMS to convey to Excise Officer in-charge at L1.

d. Processes of dispatching Liquor from Bonded Warehouse (L1 to Retail)

- i) At the time of Loading the Permit received for the consignment should be integrated with HHT.
- ii) Based on this integrated Permits the Bonded Warehouse licensee start scanning of the cases to be dispatched through HHT's.
- iii) The scanned data of cases against this Permit will be uploaded automatically on real time basis after completion of scanning via TRACK & TRACE SOFTWARE APPLICATION.
- iv) After completing the scanning process against this integrated Permit, the TRACK & TRACE APPLICATION SOFTWARE validates the scanned cases details with the Permit. If the scanned details are validated, then the excise pass will be generated against this permit. These excise pass along with other relevant documents will be send along with this consignment to Retailer (consignee) for receiving of stock.

Note: At Retailers point, scanners will not be required but Vendor shall provide the facility to end consumer to verify the authenticity of the liquor bottle/can purchased through SMS on dedicated phone number, though website application and through mobile based application.

e. Access to MIS Report by Department Officers

The Excise Department can access the available data in the server with the following platform: -

The Department will readily access the stock of each bottle/can at Wholesaler/Manufacturing units etc. and can have complete control over movement of stocks.

- For check and enforcement purposes, the application software shall have the provision of user logins at Head Office and district levels. Further, if any user tries to by-pass the pre-defined user flow, the software will trigger email and SMS alert automatically by the software to higher authority.
- The solution provider shall provide such features in the application software which can generate real-time MIS Analytical Reports providing actionable intelligence regarding the whole supply chain in the form of Dash boards for various levels of officers in consultation with the department.

f. End User Product Verification Facility

- (a) The end user can also verify the authenticity of the bottle by using any QR Code scan mobile application and through the online system.

g. In addition to the process described in the RFP, the provisions for recording of wastage of QR Code/Barcode labels are:

- In case of wastage post the generation of the QR Code/Barcode labels to Stakeholder, the Stakeholder would be able to include the same in their respective invoice generated for the vendor.
- The waste labels must be recorded in the system as damaged and the physical labels must be handed

over to the Excise Officer in charge of the respective Stakeholder so as to avoid misuse and for further corrective action.

3.7 Details of Hardware Requirement & Infrastructure Specifications

- The Vendor shall supply the products having features and specifications as furnished by the Department in this RFP.
- The Vendor would be required to provide hardware for Helpdesk, training and for the Department usage. In case of the Helpdesk and training, the Vendor would be required to estimate the required Hardware requirements and supply the same to ensure seamless functioning of the Helpdesk as per the SLA.

The hardware required by the Department would be only HHT Scanners. The quantity of the HHT Scanners required is 5 (five) numbers. The specifications of the hardware are specified in Chapter 7 of the RFP.

- The hardware equipment's like desktop, QR Code and Barcode Printer, Hand Held Terminals (HHT) as scanners and networking system required by all the Stakeholders of the project (Manufacturers/Distillers/BWHs/ Bottling Plants/Importers of Liquor/ Wholesalers) except the Department shall be procured by respective Stakeholders themselves. The Successful Bidder shall provide the complete specifications of the hardware equipment's as specified in Chapter 7. The cost of such hardware/equipments will be borne by these respective private Stakeholders of the project.
- The consumables like Barcode/QR Code labels for printing shall also be supplied by the Vendor for the entire period of Agreement. These Labels shall be of prescribed quality and shall be supplied to respective Stakeholders in adequate quantity as per requirements.
- However, the hardware equipments like desktop/Barcode Printer, Hand Held Terminals (HHT) scanners and networking systems required for demo or other purposes by the Excise Department shall be provided by the Vendor without charging any cost. Wherever such hardware is additionally required for the Project by the Department, it shall also be provided by the Vendor free of cost.
- It will be the entire responsibility of the Successful Bidder to provide the hardware and other equipments required to run the HELPDESK as per SLA performance criteria.
- The Bidders are expected to come up with the best possible cost-effective solution that demonstrates the optimal usage. Bidders have to suggest the technology architecture, solution design along with number of devices, make, features and specifications in the Technical Proposal.

3.8 Integration of Track and Trace System with all Other IT/ITES Projects of Department

The Excise Department of Government of Punjab has automated various sections of the Department such as Administration, Revenue, Enforcement, Licensing, Supply Chain Management etc. The Selected Bidder is required to understand the existing Systems of the Department and accordingly devise mechanisms to integrate with all such Systems. The Bidders shall provide the necessary interface for seamless integration, so that the day-to-day operations are carried on without break. The Department is currently having the Boom Barrier solution and is in process to install GPS Lock/Smart Lock in all fleet to track live tracking of all fleets carrying

liquor.

3.9 Conformity to Standards

The Selected Bidder shall at all times during the duration of the agreement undertake to conform to and comply with all relevant laws, rules and regulations including the following: -

- i. Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab.
- ii. Compliance with local authority Building & Zoning Regulations, Fire & Safety Norms etc.
- iii. Environmental Standards and Pollution Control Norms as laid down by Central / State Pollution Control Board.
- iv. Standards / Restrictions as laid down by the relevant Central / State / Local Authority. Energy efficient techniques should be utilized in the building design and operation.

3.10 Approvals and Support of the Department

It shall be the responsibility of the Successful Bidder/Vendor to secure all necessary approvals, sanctions etc. from the concerned authorities / Department for implementation of QR Code based Track and Trace System at their cost and expense and the Department will provide required assistance to the Successful Bidder/Vendor in obtaining clearances and approvals.

3.11 Installation

Complete installation of the QR Code based Track and Trace System, including any associated infrastructure is to be carried out by the Vendor(s). Even in case of two different service providers come together for two parts of scope of work, they shall be individually as well as jointly responsible for providing the set infrastructure in time as per timeline mentioned in this RFP. Prospective Bidders may visit the Distillery/Bottling Units/ Breweries/ Bonded warehouse/Wholesaler go down beforehand to assess the work required for the installation of the system before submitting their bids. The Vendor, subsequent to installation of the system, is to demonstrate the performance of the system to the satisfaction of the Department that the system is working correctly and the reads/writes are accurate.

3.12 Training & Capacity Building

The Vendor would be responsible for training of staff of Excise Department along with respective Stakeholders in batches after successful installation of the system. Operating instructions, best practices and other documentation relevant to the users must also be provided by the Vendor.

3.13 Technical Documents

Detailed Technical document giving complete technical details & features of QR Code based Track & Trace system offered are to be submitted along with Technical Proposal separately, which will also be required to be shown in Power Point Presentation before the Tender Evaluation Committee, for which marks will be assigned accordingly.

3.14 DESIGN PRINCIPLES OF APPLICATION SOFTWARE

Parameter	Design Principles
Performance	<ul style="list-style-type: none"> • Modular design to distribute the appropriate system functions on web and app server • Using batch processing for resource intensive tasks which need not be done on real time bases.
Portability	<ul style="list-style-type: none"> • The system should be portable to all major platforms with minimal changes and appropriate testing. • The system should be scalable in such a manner that the capacity and computer infrastructure can be added seamlessly as appropriately desired. • System architecture to be based on the Information Exchange. • The application functions to be divided logically and developed as Modular solution. • The system should be able to scale horizontally & vertically as per the need & requirement from time to time.
Reliability	<ul style="list-style-type: none"> • The system should have appropriate measures to ensure processing of data. • Reliability for the data received or accessed through the application. • Prevent processing of duplicate incoming files / data. • Unauthorized alteration to the Data uploaded in the system should be prevented.
Availability	<ul style="list-style-type: none"> • The design of the system should be such that the availability factor should always be at the disposal of the system. • Distributed or load balanced implementation of application to ensure that availability of services is not compromised in case of any failure.

The Vendor should need to ensure that IT Security of the entire system is given adequate significance. In this regard, Vendor will have to provide:

- i. **Infrastructure security**- including policies for identity and information security policies.
- ii. **Network security**- including policies and practices adopted to prevent and monitor unauthorized access, misuse, modification, or denial of a computer network and network- accessible resources, etc.
- iii. **Identity and Access Management** - including user authentication, authorization, Secure Sockets Layer (SSL), Digital Signatures & alert in case of any breach.
- iv. **Application security** – An audit compliance, Adoption of Technical Standards for Interoperability Framework and other standards published by Gol for various e-Governance applications.
- v. End device security, including physical security of all end devices such as display boards, emergency boxes, kiosks etc.

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Following security parameters should be included for all components, not limited to:

- i) Identity and access management
- ii) User / administrator audit log activity (login, user creation, etc.)
- iii) Secured data storage (storage of video/image/voice/location/data captured by various devices)
- iv) SSL/TLS encryption for web and mobile application-based interfaces for sensitive data transfer

CHAPTER 4 ELIGIBILITY CRITERIA

4.1 Eligibility Criteria

Sr. No	Eligibility Criteria	Documentary Proof
1	<p>Bidder or Lead Member of the Consortium shall be a Company registered under the Indian Companies Act, 1956/2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under the Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least 5 (five) years on the date of submission of bid.</p> <p>The Sole Bidder or any consortium member in case of Consortium shall have a minimum 3 (Three) years of experience in Implementation of QR Code/Barcode based Track & Trace System.</p>	<p>a) Certificate of Incorporation/Registration under Companies Act, 1956 or 2013, Memorandum & Articles of Association of the Company or Certificate of registration under LLP Act of 2008 or The Partnership Act 1932 as the case may be</p> <p>b) Pan Card, GST and other Registration certificate, proof of registered office/s in India</p> <p>c) Proof of experience of Implementation of QR Code/Barcode based Track & Trace System.</p>
2	<p>The Bidder or cumulative turnover of the Consortium Members of Bidding Consortium should have an average annual turnover of Rs.100 Cr in the last three financial Years i.e. 2022-23, 2023-24 & 2024-25.</p> <p>The Bidder should have positive net worth as on 31.03.2025.</p> <p>In case of consortium, the Lead Member must have an average annual turnover of over Rs. 50 Cr.</p> <p>The Sole Bidder or cumulative turnover of the Consortium Members of Bidding Consortium should have minimum annual turnover of ₹ 50 crores from software development & implementation & System integration in each of the last three financial years (Financial years 2022-23, 2023-24 & 2024-25) out of total minimum required average turnover of Rs. 100 crore.</p>	<p>Details of financial capacity of the Bidder/Consortium Members to be provided as per Annexure-6 with supporting documents</p> <p>a) Copy of audited financial statements of last three Financial Years 2022-23, 2023-24 & 2024-25.</p> <p>b) Certificate from the Statutory Auditor/Company Secretary/ certified Chartered Accountant by the Bidder & members in case of Consortium regarding the annual and average turnover of the last three Financial Years and Net Worth at the close of the preceding Financial Year 2024-25 as per format at Annexure-6 (A).</p>
3	<p>Bidder or any Member of the Consortium should have executed during last 10 (ten) years from the Bid Due Date:</p> <p>i) Executed QR Code/Barcode based Track & Trace system for Liquor supplies for Excise department of at least one State /Union Territory of India OR ii) Executed QR Code/Barcode based Track & Trace</p>	<p>Details of Experience to be provided as per Annexure-5 with supporting documents.</p> <p>Completed Projects:</p> <p>a) Copy of Work Order, Agreement and Completion/Go-Live” certificate issued by the respective</p>

Sr. No	Eligibility Criteria	Documentary Proof
	<p>system for any one Fortune 500 company/Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.) OR</p> <p>iii) Executed QR Code/Barcode based Track & Trace system for 3 (three) other companies out of which at least 1 (one) company must be having annual turnover above Rs.100 crores</p> <p>For a project to be qualified as mentioned in sr. no. (i), (ii) and (iii) above, the value of each Project must be over INR 5 (five) Cr.</p> <p>Note: Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on due date of the submission of bid.</p> <p>In case the Bidder want to showcase international experience as mentioned above, the Bidder should follow the procedure as mentioned in Annexure 5, Note Point 2 (viii).</p>	<p>Client</p> <p>b) Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (Client certificate should be furnished)</p> <p>Ongoing Projects: Ongoing projects may be submitted as experiences, provided copy of Work Order, Agreement and Go-Live certificate/ Partial completion (Minimum 60% work completed certificate) issued by Client should be furnished.</p> <p>In case project is in steady state operations, appropriate certificate stating the same from the Client should be furnished.</p>
4	<p>The Bidder or Members in case of the Consortium shall not be under a declaration of ineligibility/ banned/ blacklisted by any State or Union Territory or Central Government/ any other government institutions in India for any reason or convicted of economic offence in India for any reason nor should have been declared a defaulter or have liquidation proceedings initiated against it in NCLT or Corporate Restructuring as on last date of submission of the bid.</p>	<p>The Bidder and Members in case of the Consortium should submit a declaration duly signed by the authorized signatory of the pending court cases (with details) against the firm specifically related to projects with Central/State Government or Union Territory or details of NCLT or Corporate Restructuring proceeding / cases in the format given in the RFP as Annexure-3A The Tender Evaluation Committee's decision to debar/disqualify a firm from bid evaluation process (based on court cases / other proceedings /cases pending) would be final and binding upon the Bidder.</p>

Sr. No	Eligibility Criteria	Documentary Proof
5	<p>The Bidder or any Member in case of Consortium should have the following valid Certification as on date of submission of the Bid:</p> <ul style="list-style-type: none"> • CMMI Level-3 (Software) or above • ISO 9001:2000 and above • ISO 27001-2013 	Copies of the valid certificates from authorized issuing agencies.
6	<p>The Bidder or any member of Bidding consortium shall have experience in supplying the printing software its development and integration and QR Code and Barcode Labels for printing. Bidder or any member of Consortium shall possess adequate experience in supply of QR Code and Barcode Label Printing software and QR Code and Barcode Labels for printing and shall qualify the criterion laid down in Annexure-7 of this RFP.</p> <p>Details of Experience to be provided as per Annexure-5 with supporting documents.</p>	
7	The Bidder should have at least 200 employees, as on the last date of bid submission, on its rolls in the area of software development & implementation excluding personnel engaged in sales and marketing of system software or COTS/ hardware/ systems integration services for IT infrastructure.	Certificate from Head of Human Resources of the Bidder on the number of employees employed on its rolls in the area of software development or implementation or systems integration excluding personnel engaged in sales and marketing of system software or COTS/ hardware/ systems integration services for IT Infrastructure (refer Annexure-3)

In absence of any of the above mentioned Eligibility Criteria, the Bidders will not be eligible to submit the Bid and such Bid of the Bidder shall be treated as non-responsive and summarily rejected.

CHAPTER 5 SELECTION CRITERIA

5.1 Evaluation of Technical Bids

- A. The Technical Marking shall be initiated only for those Bids who qualify in the Eligibility Criteria stage and will be evaluated as per the evaluation criteria mentioned in this Technical Marking Criteria. Bidder or the Lead member of Consortium supplying Track and trace software application and other member of Consortium supplying Barcode printing software shall individually qualify during Eligibility Criteria stage.
- B. Tender Evaluation Committee (TEC) may require written clarifications from Bidders to clarify ambiguities/uncertainties arising out of the evaluation of Bid documents.
- C. Once RFP conditions are satisfied and the Bidder as well as other member of Consortium supplying Barcode printing software is also declared Eligible as per Eligibility Criteria as mentioned in Chapter 4 and Annexure-7, the Tender Evaluation Committee would perform the Technical Evaluation as per Technical Marking Criteria.
- D. The Technical Marking shall be based on marks obtained by each Bidder out of 100 marks from criteria as defined in this Chapter-5 at Table-I (Bidders Past Experience), Table-II (Bidders Revenue) Table-III (Technical Marking through power point presentation of 10 minutes duration regarding their proposal).
- E. Technical Marking of the bids would be carried out on three criteria of the Bidder as given below: -
- I. Bidder's Past Experience (65 Marks)
 - II. Bidder's Revenue (20 Marks)
 - III. Bidder's Technical Proposal evaluated through Power point presentation (15 Marks)
- Total = 100 Marks
- F. For each of the citations that the Bidder will furnish to support the criteria mentioned in the table below, Bidder is required to submit the relevant supporting documents (work orders/client certificates/completion certificate/Payment certificate / statutory auditor's certificate / invoices etc.).
- G. Citations cannot be repeated. A Project under particular technical Marking Criteria cannot be repeated for others.
- H. Above-mentioned Technical Marking Criteria would be divided into various sub-criteria, mentioned as follows:

I. Past Experience (Max. Marks 65)			
Sr. No	Technical Marking Criteria	Description	Maximum Marks
1	Experience of the Bidder in implementation of QR Code/Barcode based track and trace system	Experience of executing projects of Implementation of QR Code/ Barcode based track and trace system: I. for Liquor supplies for Excise Department of State/Union Territory of India - a. one State /Union Territory of India - 14 Marks b. two or more States /Union Territories of India - 20 Marks	20

		<p>(maximum 20 marks which are mutually exclusive with other criteria 2 and 3 below)</p> <p>II. for Fortune 500 company/ Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.) -</p> <p>a. one Fortune 500 company/ Foreign Government - 7 marks</p> <p>b. two or more Fortune 500 companies/ Foreign Governments - 13 marks</p> <p>(maximum 13 marks which are mutually exclusive with other criteria 1 above and 3 below)</p>	13
		<p>III. for at-least 03 (three) other companies out of which at least one (01) company must be having annual turnover above Rs.100 crores -</p> <p>a. total 3 (three) other companies with 01 company having annual turnover above Rs.100 crores – 3.5 marks</p> <p>b. total 6 other companies with 02 companies having annual turnover above Rs.100 crores – 7 marks</p> <p>(maximum 07 marks which are mutually exclusive with other criteria 1 and 2 above)</p> <p>For all such projects to be qualified under criteria I, II and III above,</p> <p>a) the project value should be above INR 5 (five) Cr.</p> <p>b) project should have been implemented in last 10 (ten) years as on date of bid submission.</p>	07
2	Experience in Supply of QR Code & Barcode label printing software along with supply of labels for printing	<p>The Bidder/ Consortium Member should have experience in executing project of supply of QR Code and Barcode Label printing software along with supply of Labels for printing for</p> <p>a) Excise Department of any State /Union Territory of India</p> <p>OR</p> <p>b) for any Fortune 500 company/ Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health</p>	12

		<p>Organizations, etc.) OR c) for any other company having minimum turnover of over Rs 100 Crore.</p> <p><i>(3 marks for each project subject to maximum 12 marks)</i></p> <p>For all such projects to qualify should have project value of above INR 5 (five) Crore Project should have been implemented in last 10 (ten) years as on date of bid submission</p>	
3	Experience of large ICT Projects in Government Sector / PSUs of Bidder	<p>Experience of Bidder in implementation of ICT (Information and Communication Technology) Project, involving in any Government Sector/ PSUs</p> <p>The project to qualify shall have project value of above INR 5 (five) Cr.</p> <p><i>3.5 (three and half) marks will be awarded for each project. (Max 02 projects, mutually exclusive with other criteria)</i></p> <p>Project should have been implemented in last 10 years as on date of the bid submission.</p>	07
4	Experience in integration of existing legacy information through APIs systems in Government Sector/ PSUs of Bidder	<p>Experience of Bidder in integration of existing legacy information through APIs for Indian Government Sector/ PSUs</p> <p>The project to qualify shall have project value of above INR 5 (five) Cr.</p> <p><i>3 (three) marks will be awarded for each project. (Max 02 projects, mutually exclusive with other criteria)</i></p> <p>Project should have been implemented in last 10 (ten) years as on date of bid submission.</p>	06
<p>Note: Bidder should submit the following documents for evaluation of the projects mentioned in Sr.no. 1, 2, 3 & 4 above:</p> <ol style="list-style-type: none"> 1. Details of Experiences as per Format provided in Annexure-5 2. Proof of experience i.e. copy of Work Order, Agreement and Completion/Partial Completion/Go-live /payment certificate, etc. from client should be furnished. <p>Completed Projects:</p> <ol style="list-style-type: none"> a) Completion /Go-Live certificate issued by the respective Client AND b) Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (client certificate should be furnished) <p>Ongoing Projects:</p> <p>Ongoing projects may be submitted as experiences, provided copy of Work Order, Agreement and Go-Live certificate/ Partial completion (minimum 60% work completion</p>			

	<p>certificate) issued by client should be furnished.</p> <p>3. For projects with no total cost of contract, for example PPP projects on concession fee, the PTD (payment till date) billed value certified by the Client/Statutory Auditor/certified Chartered Accountant will be considered.</p> <p>4. Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission.</p> <p>5. In case the Bidder want to showcase international experience as mentioned above, the Bidder should follow the procedure as mentioned in Annexure 5, Note Point 2 (viii).</p>		
II. Bidders Revenue (Max. Marks 20)			
Sr. No.	Evaluation Criteria	Description	Maximum Marks
1.	Average Annual Turnover of last three audited Financial Years i.e. 2022-23, 2023-24 & 2024-25 of the Bidder or all the Members of the Consortium	<p>INR above 100 Cr. and less than or equal to 200 Cr. = 8 Marks</p> <p>INR above 200 Cr. and less than or equal to 300 Cr. = 12 Marks</p> <p>INR above 300 Cr. and less than or equal to 500 Cr. = 16 Marks</p> <p>INR above 500 Cr = 20 Marks</p> <p>Details of Financial Capacity to be provided as per Annexure-6 and Certificate from Statutory Auditor /certified Chartered Accountant as per Annexure-6 (A)</p>	20
III. Bidder's Technical Proposal (Max. Marks:15)			
<p>The objective of Technical Proposal Evaluation is to assess requisite technical capabilities, operational experience and proposed implementation strategy of the Bidder to implement the Track & Trace System of bottled liquor through QR Coding. The evaluation of technical capability would be based on power point presentation regarding following parameters to be given before Department. Marks out of 15 will be given based on power point presentation given by applicant before Tender Evaluation Committee. The following parameters would be considered for Bidder's technical evaluation: -</p>			
Sr. No	Evaluation Criteria	Description	Maximum Marks
1	Bidder's Understanding of the project Requirements	<p>To be evaluated from the technical proposal documentation and technical presentation to the Tender Evaluation Committee. Following parameters will be examined for evaluation:</p> <ul style="list-style-type: none"> • Clarity and depth of understanding of the project's objectives, scope and requirements as shown by the bidder in technical presentation. • Bidder's understanding of the present requirement of the Department and strategy for implementation of QR Code based Track & Trace system for Liquor supplies across Punjab • Bidder's understanding of various components of 	7

		the project and implementation strategy.	
2	Technical Solution Proposed	<p>The Products/ Solutions shall be evaluated on following parameters:</p> <ul style="list-style-type: none"> • Compliance to the requirements specified in the RFP • The Bidder shall also be evaluated on the basis of quality and security features of QR Code based end-to-end track and trace solution besides richness of compliance of specifications of Printers, HHTs and QR Code printing Labels. • Credibility and commitment of the OEMs (documented in the proposal and demonstrated during presentation) 	4
3	Approach and Methodology	<p>Evaluation of the Approach and Methodology for the Implementation & Post-Implementation proposed by bidder shall be done on the basis of following parameters:</p> <ul style="list-style-type: none"> • Team structure with resources proposed for various stages (onsite and offsite). • Quality control procedures proposed • Approach proposed for SLA monitoring, its tool etc. • Any unique project implementation strategy(ies) proposed, which can impact projects outcomes in positive manner. • Risks identification and proposed mitigation plan 	4

- Bidders securing a minimum of **70%** marks i.e. minimum score of **70** marks out of total **100** marks in the Technical Marking will be declared as **Technically Qualified Bidders** and only Technically Qualified Bidders be considered for Price/Financial Bid evaluation.
- The Price Bid Evaluation will be purely based on **Least Cost Method (LCM)**. This evaluation is based on the cost of the project. The lowest cost Bidder out of Technically Qualified Bidders shall be selected for execution of the Project and will be declared as **Successful Bidder**.
- The Bidders will be ranked as L-1, L-2, L-3 etc. according to their bids from lowest to the highest, the L-1 being the lowest. In case L-1 Successful Bidder is unable to fulfil the requirements of the bid, the next higher Successful Bidder L-2 will be preferred subject to the acceptance of their offer by the Excise Department.
- The quoted cost will be firm for the entire duration of the Project.
- After the end of the period of Agreement, the Bidder will hand over and transfer ownership of the application software, hardware and networking components used for this project to Excise Department.

5.2 Responsiveness of Bid

The Bids submitted by Bidders in response to the requirements of the RFP shall be initially scrutinized by the Department to establish "**Responsiveness**". A Bid may be deemed "**Non-responsive**" if it does not satisfy any of the following conditions:

- It is not received within the Bid Due Date and time specified.
- It does not include sufficient information for evaluation and/or is not in the formats specified or incomplete in any respect.
- It is not signed and / or submitted in a manner prescribed in this RFP.
- It is not accompanied by the requisite Bid Processing Fee and/or the valid Bid Security (EMD) as specified in Clause 2.11.
- Each page is not signed by the Authorized Signatory.
- If Power of Attorney(s) as specified in Clauses 2.5, as the case may be, is/are not submitted.
- If detailed instructions to the Bidders mentioned in this RFP are not complied with.
- If Bid contain any condition or qualification.

The Department reserves the right to reject any Bid which is Non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Department in respect of such Bid.

5.3 Letter of Intent/ Award

After Selection, a formal Letter of Intent/Award ("**Letter of Intent**" or "**Letter of Award**") would be issued to the Successful Bidder. The Successful Bidder shall, within 7 (seven) days of the issuance of the formal Letter of Intent/Award, sign and return the duplicate copy of the formal Letter of Intent/Award in acknowledgement thereof.

The Successful Bidder would have to submit the Performance Security and enter into an Agreement within 08 days from the receipt of Letter of Intent/Award as stipulated in Clause 2.40 of this RFP. In case the Successful Bidder fails to do so then the Department/PIDB shall forfeit the EMD of the Bidder, annul the bid process and may call for fresh bids.

5.4 Pilot

The Successful Bidder/Vendor is required to undertake and complete a pilot as decided by the Department for a period of one month within 08 weeks from issuance of Letter of Intent/Award in the district as selected by the Department. The Department reserves the right to cancel the Letter of Intent/Award or the Contract as the case may be, in case the pilot is not successful to the satisfaction of the Department.

CHAPTER 6 FINANCIAL BID EVALUATION

6.1 Objective

The objective of Financial Bid evaluation is to ascertain that the Bidders shall offer the best Financial Bid, who will be considered for awarding the Project for the period of agreement.

6.2 Financial Bid Parameter

The Financial Bid in terms of price per Piece inclusive of all charges/cost including transportation, etc. but excluding GST for Implementation of QR Code (*QR Code is to be applied on every single liquor bottle/can and Case Barcode is to be applied on every case*) based Track & Trace system for supply of across the State of Punjab on BOOT basis for the period of agreement will be considered for the purpose of Financial Bid evaluation. The Financial Bid shall be submitted by the Bidders in accordance with the format given at Annexure-8.

6.3 Selection of the Successful Bidder

- The price per Piece inclusive of all charges/ cost including transportation, etc. but excluding GST for Implementation of QR Code (*QR Code is to be applied on every single liquor bottle/can and Case Barcode is to be applied on every case*) based Track & Trace system for supply of across the State of Punjab on BOOT basis for the period of agreement, quoted by the Technically Qualified Bidders will be ranked as L-1, L-2, L-3 etc. according to their bids from lowest to the highest, the L-1 being the lowest.
- The quoted cost will be firm for the entire duration of the project that is initially for 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System).
- The Successful Bidder (L-1) shall be the Technically Qualified lowest cost Bidder. In case L-1 Bidder is unable to fulfil the requirements of the bid, withdraws or is not selected for any reason, the Department/PIDB shall forfeit the EMD of the Bidder, annul the bid process and may call for fresh bids.
- In the event that, the assessed Price Bid of two or more Technically Qualified Bidders are same (the "**Tie Bids**"), the Bidder having higher number of completed/on-going projects of Implementation of QR Code/ Barcode based track and trace system for Liquor supplies for Excise department in various States/Union Territories of India than the other Bidder(s) in the evaluation of Technical Bid as mentioned in Clause 5.1, H (Sr. no.1, I) supported by documentary evidence shall be declared as the Selected Bidder for the purpose of Clause 6.1. Further, in the event of the Technically Qualified Tied Bidders, having same experience of executing projects of Implementation of QR Code/ Barcode based track and trace system for Liquor supplies for Excise Department of States/Union Territories of India, the Bidder having single highest project value experience out of total completed/on-going projects of Implementation of QR Code/ Barcode based track and trace system for Liquor supplies for Excise Department of States/Union Territories of India shall be declared as the Selected Bidder.

After the end of the period of Agreement or extension thereof, if any, the Successful Bidder/Vendor will hand over and transfer ownership of the application software, hardware and networking components used for this project to Excise Department in good and working condition.

CHAPTER 7 FUNCTIONAL SPECIFICATIONS FOR HELPDESK SYSTEM & CONTROL CENTER

7.1 Objective

The Vendor shall operate and maintain the existing Helpdesk Control Centre setup at the Excise Headquarter Mohali with integrated hardware for observation of all locations across state. In case of any upgradation of the existing Helpdesk Control Centre setup in terms of hardware and software equipment's, the same shall be the responsibility of the Vendor at its cost. Also, a call center has integrated grievance redressal system and information portal to be setup with Interactive Voice Response System (IVRS) and Customer Relationship Management (CRM) support. Vendor is expected to undertake a separate detailed requirements gathering exercise to understand the Control Centre & Helpdesk implementation at the defined locations. A Helpdesk is envisaged to be provided for the resolution of technical queries by all users. Typical Helpdesk activities shall include: -

- Operate and maintenance of installed computer hardware, software, UPS, networking for helpdesk support.
- Deployment of adequate manpower to attend the Helpdesk requests for extending technical support on hardware, network, application etc. to end users.
- Deployment of web-based ticketing tool for the Helpdesk including recording of remedy /solution provided the Vendor shall submit monthly report regarding the same on 1st of every month clearly giving details of number of complaints/ queries received, redressed made against those complaint & status of the complaint.
- Operational window for Helpdesk shall be operational for 7 days from 09:00 AM to 08:00 PM including Sundays and Holidays, as there is provision of over time in Distilleries and Bottling Plants which is granted by the Competent Authority, with at least 6 (six) personnel have fluency in English, Hindi and vernacular language.
- Provide Help Desk facility for agreed SLAs for reporting technical incidents / issues / problems with the system.
- Implement a call logging system in line with the severity levels as per the SLAs. The Help desk shall log user calls related to system and assign an incident/ call ID number. Severity shall be assigned to each call as per the SLAs.
- Track each incident / call to resolution.
- Coordinate with respective OEM for closure of calls.
- Analyze the incident / call statistics and provide monthly reports including but not limited to:
 - i) Type of incidents / calls logged
 - ii) Incidents / calls resolved
 - iii) Incidents / calls open

7.2 Development of Web Portal/ Mobile App for Track & Trace

With the focus of the Government of Punjab to use Information Technology as a medium to reach out to all the relevant stakeholders (internal & external); wants to develop a user friendly & interactive web portal.

Along with the web portal development, Excise department wants to develop/ upgrade a mobile app for internal & external stakeholders to facilitate business processes and Track & Trace end user.

7.3 Technical Specifications for various IT Components existing in current set-up

7.3.1 Server

The Vendor shall source Virtual Machines as per below mentioned requirement and specifications from BSNL/OTHER REPUTED SERVICE PROVIDER Cloud/Data Centre at their own cost: -

Requirements

- i) One (1) number of Virtual Machine for hosting the Online Application Software/ Web Server.
- ii) One (1) number of Virtual Machine for hosting database.
- iii) One (1) number of Virtual Machine for data testing/demonstration/training purpose.
- iv) Hosting of application and database must be done on Government of Punjab - empanelled cloud service providers, if available otherwise MeitY- empanelled cloud service providers, subjected to the approval of the Department.

Specifications

Sr. No	Parameter	Minimum Specifications
1	Processor	Latest series processor with 08 Core or above
2	RAM	Minimum 64 GB Memory
3	Internal Storage	(i) 500 GB SAN Storage for Web Virtual Machines (ii) 1TB SAN Storage for Database Virtual Machines
4	Operating System	Licensed version of 64 bit latest version of Linux/ Microsoft® Windows based Operating system)
5	Preloaded Antivirus Software	Any standard Antivirus software with 5 years of license.

7.3.2 Online Ups - Category-1: For Helpdesk, Quantity: 1 number

Specifications

Sr. No.	Description	3 KVA Online
Make & Model		
1.	Technology	Microprocessor Controlled, Double Conversion, PWM IGBT Inverter with LCD Display for UPS status

		monitoring
2.	Isolation	NA
3.	Input Voltage Range	160-270 VAC
4.	Input Power Factor	>0.9
5.	Input Frequency	45-55Hz
6.	Out Put Voltage	230+/-2%, 50Hz
7.	Output Power Factor	0.8
8.	Frequency	50Hz+/-0.5%
9.	Efficiency	>85%
10.	Wave Form	Pure Sine wave
11.	Total Harmonic Distortion (THD)	<3% for linear load, <6% non-linear load
12.	Over Load Capacity	Up to 125% for 60 Sec
13.	Back up Time	Minimum 2 hours back up
14.	Battery, Backup and with Battery Rack	SMF Batteries with Minimum of: 6240 VAH for 2 hrs. With Battery rack
15.	Charger capacity	<8 hours up to 90%.
16.	Battery Make	DGS&D or JIS C8702 compliant
17.	Protections	Low Battery, over load, over temperature, short Circuit
18.	Operating Temperature	0-40°C
19.	Optional	RS 232/USB, SNMP Compatibility
20.	Noise:	<50dB up to 1 meter
21.	Product Quality Standard and Certification	ISO 9001:2008, 14001:2004 & BIS Certification
22.	Compatibility	DG Set

7.3.3 LINE INTERACTIVE UPS –CATEGORY-2: FOR MANUFACTORIES & WHOLESALERS

The manufactories and wholesalers having the UPSs as per the below mentioned specifications:-

Sr. No.	Description	600 VA LI UPS System I- (With One Battery)
Make & Model		
1	Technology	Line Interactive UPS with Automatic Voltage Regulator (AVR).
2	Input Voltage Range	145-290 VAC
3	Input Frequency	45-55Hz, Generator Compatible
4	Out Put Voltage	230+/-10% with minimum 3 power outlet
5	Frequency	50HZ+/-1% (on Batteries)
6	Transfer Time	4-8ms Typical
7	Batteries	12Vx7AHx01
8	Battery Back up	Approx. 15 Minutes on 1 PC
9	Recharge Time	6-8 Hours to 90%
10	DC Start	Yes
11	Protection	Input fuse/electronic circuit

12	Alarm	Line Failure, Batt Low & overload/fault
13	Back up outlet	Minimum 3 socket Indian as the UPS are to be used in Indian conditions.
14	Environment	0-40 degree C
15	Quality Standard and Certification	ISO 9001 & 14001, BIS Certification
16	Compatibility	DG Set

7.4 Desktop Computers

Type	Parameter	Specifications
Make & Model		
Processor	Generation	Intel Core™ i5 processor with 8 th Generation or above / Equivalent AMD
	CPU Architecture	x86
	Speed (Minimum Base Frequency)	2.8 Ghz or Higher
	Cache	Min 9 MB
	Chipset	Intel
Mother Board	Wireless Connectivity	Integrated (optional)
	Sound System	Either on the Display system or on Chassis
	Make	Intel/OEM
	Memory	1x8 GB DDR-IV (2666 MHz) or higher expandable up to 32 GB
	Video Graphics	Integrated Graphics
	PCI Slot	Minimum 1 PCI Express x 16
RAM		8 GB
Hard disk Drive		1 TB SATA (7200 RPM) or higher capacity
Display	Screen Size	19.5" or more TCO 07 certified
	Display Technology	Active Matrix TFT LCD (Backlit LED)
	Resolution	1440x900 or higher
	Web Camera	NA
Optical Drive 8X or higher		Optional
Keyboard		Standard USB OEM make
Mouse		Optical/Laser USB OEM make
Operating System		Licensed Windows 10 Prof 64 bit OEM Preloaded

Miscellaneous	Ports & Misc	Minimum 8 USB Ports out of which minimum two should be USB 3.0 ports or higher and rest should be USB ports 2.0 or higher, Minimum 2 USB ports should be at front, 10/100/1000 Ethernet Card, VGA/ HDMI, Display Port/ HDMI/ DVI, Microphone & Stereo Head Phone/Combo port and other standard ports, TPM 2.0.
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Type	Parameter	Specifications
Make & Model		
	Power Supply	180 W or higher Power supply ($\geq 85\%$ efficient), Active PFC
	Volume	Between 7 ltr. to 13 ltr.
	Case Size	Small Form Factor (SFF) cabinet
	Mounting	NA
Warranty		Minimum 3 Years OEM on-site Comprehensive

7.5 Quantity: 02 number in total for Helpdesk Team

In addition to the above quantity of Desktops to be operate and maintain by the Vendor for Helpdesk, the manufacturers and wholesalers also having the Desktop Computers as per the above-mentioned specifications.

7.6 Laser Printers

Quantity: 02 numbers to be operate and maintain by Vendor for Helpdesk Team (four) as per below mentioned specifications. In addition, Stakeholders also having laser printer at their respective locations as per the same specifications mentioned below: -

Sr. No.	Parameter	Specifications
	Make & Model	
1.	Printing Technology	Laser
2.	Type of printing	Mono
3.	Paper Size	A4 and Legal
4.	Print Speed - Mono (PPM)	25 PPM or higher
5.	Resolution (Dpi)	600 dpi or higher
6.	Memory (MB)	Min 256 MB or higher
7.	Scan Speed	Min 14 PPM or higher
8.	Scan Resolution	600dpi x 600dpi or higher
9.	ADF/DADF/Platen	ADF

10.	Auto Duplexing Feature	Yes
11.	Network Connectivity	Yes
12.	Wireless Connectivity	Yes
13.	USB Port	USB 2.0 or higher
14.	Paper Tray Capacity	Min 250 pages
15.	No. of Paper Trays	Min 1
16.	Duty Cycle /month (No of Prints)	Min 12000 pages
17.	BIS Registration	Required
18.	On site OEM warranty (Years)	Min 3 years onsite warranty

7.7 Hardware specifications for unmapped System

Sr. No	Particulars	Quantity	Make and model
1	QR Code Applicator	1 Nos	<ul style="list-style-type: none"> ➤ Conveyor Height: 750 mm to 840 mm Adjustable ➤ Material Type: Paper/Self - Adhesive ➤ Format: Reel Dancing Roll Assy: 300 mm. WithSuspended Spring and Automatic Paper Break
2	Barcode Applicator	1 Nos	Dispense Speed: Up to 5,000"(127 m) of web per minute <ul style="list-style-type: none"> ➤ Static Stack Accuracy: +/- 1/32" (.8 mm) ➤ Electrical: 115 Volts AC 60 Hz 5Amps., 220 Volts AC 50 Hz 5Amps. ➤ Air: 4 cfm at 90 psi to 110 psi for most applications
3	Bottle Aggregation Machine	1 Nos	WPM BAM08 Model <ul style="list-style-type: none"> ➤ Conveyor Height: 750 mm to 840mmAdjustable as per requirement ➤ Image-based vision sensors for read thebarcodes & QR Codes ➤ Application for the aggregation

S. No.	Particulars
	<u>Common Equipment</u>
1	IP68 Industrial Grade i7 Server
2	IP 68 Industrial Grade i3 Client PC with monitor Keyboard Mouse
3	Handheld Scanners Wifi (For Dispatch section) WLAN/ Bluetooth with 2D, 1D with linear imager
4	2 D wired scanner – QR-Code Scanning
5	LED Display 40"
6	Desktop Barcode Printer
7	Wireless Access Points
8	Spikes

9	Network Switch 24 Port
10	Laser printer
11	Server Rack (16 U)
12	Network cable (Cat6 - 305) mtrs
13	RJ 45 Jack packet
14	UPS 1 KVA for Servers
15	Fortinet Firewall 40F
16	Lan Patch cards 2mtrs
17	Network Tower
	<u>Line Equipment</u>
18	Vision Scanner with License
19	2D Barcode printer with 2 heads to print both sides of carton box with conveyor
20	2D Wired Scanner for Lines

CHAPTER 8 SERVICE LEVEL AGREEMENT (SLA)

In order to achieve its objectives, the proposed QR Code based Track and Trace” System is required to meet certain key service levels which need to be ensured by the Successful Bidder during the development and maintenance period.

The draft of Service Level Agreement (SLA) that would be entered between Excise Department, Punjab and the Successful Bidder/Vendor for the Project “Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab On BOOT basis” is furnished in the Annexure-16.

8.1 SLA DEFINITION & MEASUREMENT

- (a) The SLAs specifies the expected levels of services to be provided by the Successful Bidder to the Stakeholders of the Project.
- (b) This expected level is also called the baseline service level.
- (c) Payment of the Charges payable to the Successful Bidder is linked to the compliance with the SLA metrics laid down in this Chapter.
- (d) A set of parameters has been identified to ensure the desired performance level of Track & Trace System.
- (e) The table lists out the baseline performance level, method of measurement and how low /high performances will be treated.
- (f) The Successful Bidder will get 100% of payment if the baseline performance metrics are complied. The Successful Bidder will get lesser payment in case of a lower performance on any parameter as detailed in this Chapter.
- (g) The Service Level metrics that define the Service Levels, the method of measurement of each SLA and penalty for not meeting the desired performance level are specified in this Chapter.
- (h) During the period of Contract, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Department of Excise and the Successful Bidder.

8.2 SLA MONITORING

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements laid down in this Chapter, through appropriate SLA Measurement tools by a Third-party expert entity having requisite experience and expertise in such SLA performance auditing. This Third Party will be selected by the Department for this purpose and all cost charged by Third party for the purpose of such monitoring shall be borne by the Selected Bidder. If Third party reveals that the performance of the system/services is degraded significantly at any given point in time during the Contract and if the immediate measures are not implemented and issues as revealed by are not rectified to the complete satisfaction of Department or as an agency designated

by them, then Department will have the right to take appropriate corrective actions including termination of the Contract.

The SLAs shall be reviewed on an annual basis as the Department decides after taking the advice of the Successful Bidder and the third-party agency mentioned in above clause. All the changes would be made by Department after consultation with the Successful Bidder.

8.3 SLA METRICS

Sl. No.	SLA Critical Service	Coverage Hours	Minimum Performance	Measurement and Reporting	Severity Level with Penalty (% of Contract Price)		
1.	Portal Applications & Services						
a.	Portal and Services Availability Target availability monthly--- Based on seconds count per month measured daily Guaranteed availability yearly	24/7/365	99.99%	Measure Daily Report Monthly	Monthly Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.90% to < 99.99%	Severity-1	0.025%
					≥ 99.50% to < 99.90%	Severity-2	0.050%
					≥ 99.00% to < 99.50%	Severity-3	0.075%
					≥ 98.00% to < 99.00%	Severity-4	0.100%
					< 98.00%	Severity-5	0.150%
b.	Portal and Services Response Time (peak hours) Measured on the Portal LAN to eliminate network delays	24/7/365	≤ 1 second	Measure Daily Report Monthly	Avg. Response Time	Severity Level	Penalty
					≤ 1 second	No Breach	Nil
					>1 to ≤1.5 sec	Severity-1	0.025%
					>1.5 to ≤2 sec	Severity-2	0.050%
					>2 to ≤3 sec	Severity-3	0.075%
					>3 to ≤4 sec	Severity-4	0.100%
					>4 sec	Severity-5	0.150%
2.	Application Management						
a.	Web server/ Application server / Database server/ integration Components Availability	24/7/365	99.99%	Measure Daily Report Monthly	Monthly Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.90% to < 99.99%	Severity -1	0.025%
					≥ 99.50% to < 99.90%	Severity -2	0.050%

					≥ 99.00% to < 99.50%	Severity -3	0.075%
					≥ 98.00% to < 99.00%	Severity -4	0.100%
					< 98.00%	Severity -5	0.150%
3.	Database Management						
a.	Database uptime	24/7/365	99.99%	Measure Daily Report Monthly	Monthly Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.90% to < 99.99%	Severity -1	0.025%
					≥ 99.50% to < 99.90%	Severity -2	0.050%
					≥ 99.00% to < 99.50%	Severity -3	0.075%
					≥ 98.00% to < 99.00%	Severity -4	0.100%
					< 98.00%	Severity -5	0.150%
4.	SLA Reporting						
a.	Generate Monthly Operations and Performance Reports	24/7/365		Measured Monthly Report Monthly to be submitted by 07 th day of next month	Delay	Severity Level	Penalty
					On or before due date	No Breach	Nil
					≤ 5 working days	Severity-1	0.025 %
					6–10 working days	Severity-2	0.050 %
					11–20 working days	Severity-3	0.075 %
					> 20 working days	Severity-4	0.100 %
					Repeated default (2 months)	Severity-5	0.150 %
5.	Power backup for Systems	2 Hours	99.99%	Measure Daily Report Monthly	Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.50% to < 99.99%	Severity-1	0.025%

					<table border="1"> <tr> <td>≥ 99.00% to < 99.50%</td> <td>Severity-2</td> <td>0.050%</td> </tr> <tr> <td>≥ 98.00% to < 99.00%</td> <td>Severity-3</td> <td>0.075%</td> </tr> <tr> <td>≥ 95.00% to < 98.00%</td> <td>Severity-4</td> <td>0.100%</td> </tr> <tr> <td>< 95.00%</td> <td>Severity-5</td> <td>0.150%</td> </tr> </table>	≥ 99.00% to < 99.50%	Severity-2	0.050%	≥ 98.00% to < 99.00%	Severity-3	0.075%	≥ 95.00% to < 98.00%	Severity-4	0.100%	< 95.00%	Severity-5	0.150%									
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< 95.00%	Severity-5	0.150%																								
6.	Portal Security - All security breaches, attempted breaches or attacks and takes corrective action within 2 hours of the occurrence. This also applies to mere occurrence of security breach due to failure to adhere to proper security standards as per requirement stated in the RFP	24/7/365	No incident / compliant response	Measure Daily Report Monthly	<table border="1"> <tr> <th>Incident Type</th> <th>Severity Level</th> <th>Penalty</th> </tr> <tr> <td>No incident / compliant response</td> <td>No Breach</td> <td>Nil</td> </tr> <tr> <td>Attempted attack</td> <td>Severity-1</td> <td>0.025%</td> </tr> <tr> <td>Minor breach, no data impact</td> <td>Severity-2</td> <td>0.050%</td> </tr> <tr> <td>Confirmed breach, limited impact</td> <td>Severity-3</td> <td>0.075%</td> </tr> <tr> <td>Data compromise / repeated breach</td> <td>Severity-4</td> <td>0.100%</td> </tr> <tr> <td>Major breach / systemic failure</td> <td>Severity-5</td> <td>0.150%</td> </tr> </table>	Incident Type	Severity Level	Penalty	No incident / compliant response	No Breach	Nil	Attempted attack	Severity-1	0.025%	Minor breach, no data impact	Severity-2	0.050%	Confirmed breach, limited impact	Severity-3	0.075%	Data compromise / repeated breach	Severity-4	0.100%	Major breach / systemic failure	Severity-5	0.150%
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					<table border="1"> <tr> <th>Response Time</th> <th>Effect on Severity</th> </tr> <tr> <td>≤ 2 hours</td> <td>No escalation</td> </tr> <tr> <td>> 2 to ≤ 4 hours</td> <td>Escalate by +1 Severity Level</td> </tr> <tr> <td>> 4 to ≤ 8 hours</td> <td>Escalate by +2 Severity Levels</td> </tr> <tr> <td>> 8 hours</td> <td>Automatically treated as Severity-5</td> </tr> </table>	Response Time	Effect on Severity	≤ 2 hours	No escalation	> 2 to ≤ 4 hours	Escalate by +1 Severity Level	> 4 to ≤ 8 hours	Escalate by +2 Severity Levels	> 8 hours	Automatically treated as Severity-5											
					Response Time	Effect on Severity																				
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> 4 to ≤ 8 hours	Escalate by +2 Severity Levels																									
> 8 hours	Automatically treated as Severity-5																									
<p>Note: The type of Portal Security breach and response time thereto to be simultaneously applied.</p>																										

7.	Portal Problem Resolution - All hardware, software and communications problems within the Portal production environment and takes corrective action within 2 (two) hours of the occurrence.	24/7/365	≤ 2 hours	Measure Daily Report Monthly	Resolution Time	Severity Level	Penalty
					≤ 2 hours	No Breach	Nil
					>2 to ≤4 hours	Severity-1	0.025%
					>4 to ≤8 hours	Severity-2	0.050%
					>8 to ≤16 hours	Severity-3	0.075%
					>16 to ≤24 hours	Severity-4	0.100%
					>24 hours	Severity-5	0.150%
8.	QR Code & Barcode Label Supply - adequate, timely and uninterrupted supply of QR Code and Barcode Labels of requisite quantity and quality throughout the Contract Period	24/7/365	≤ 48 hours	Measure Daily Report Monthly	Delay and/or Default	Severity Level	Penalty
					≤ 48 hours	No Breach	Nil
					>48 hours to ≤10 days, without production disruption	Severity -1	₹10,000 per day
					(a) >10 days, or (b) resulting in production disruption / shutdown, or (c) Repeated Severity-1 (02 or more times in a rolling 03-month period)	Severity -5	₹1,00,000 per day + Event of Default

Note: -

A. Severity Scale

Severity Level	Criticality
Severity-5	Outage / Most Critical

Severity-4	High / Critical
Severity-3	Medium / Urgent
Severity-2	Low / Important
Severity-1	Minor / Monitor

B. Recovery of SLA Penalties

- a. SLA penalties levied in accordance with the Service Level Agreement shall be deducted from the payments due to the Successful Bidder against monthly invoices.
- b. SLA penalties, if any, for a given calendar month shall be quantified after validation of SLA reports and shall be recovered from the immediately succeeding monthly invoice of the Successful Bidder.
- c. No SLA penalty shall be deducted from the invoice pertaining to the same month in which the SLA breach occurred.
- d. In the event the penalty amount exceeds the payable invoice amount for a given period, the excess amount shall be adjusted against subsequent invoices, without prejudice to the Department’s other rights.

C. HYBRID PENALTY APPLICATION RULES

- a. Daily Consolidation Rule
Where multiple SLA incidents occur on the same calendar day, only the highest Severity Level recorded on that day shall be considered for penalty purposes. (No multiple penalties within a single day).
- b. Limited Monthly Stacking Rule
Within a calendar month, SLA penalties may be stacked up to a maximum of three (3) instances per SLA, subject to the capping below.

D. SLA Penalty Cap

- a. Monthly Cap per SLA
The aggregate SLA penalty for any individual SLA in a month shall not exceed the penalty corresponding to one (1) Severity-5 breach.
- b. Overall Monthly SLA Cap
The total SLA penalties across all SLAs in any calendar month shall not exceed 0.25% of the Total Contract Price.
- c. Overall Contract-Period Cap
The aggregate SLA penalties recoverable during the entire Contract Period shall not exceed ten percent (10%) of the Contract Price.

E. Event of Default (SLA-Related)

Without prejudice to other provisions, an Event of Default shall be deemed to have occurred if the Successful Bidder:

- a. commits any Severity-5 SLA breach that continues beyond twenty-four (24) hours or occurs more than once in a Contract Year; or
- b. commits three (3) or more Severity-4 or higher SLA breaches within any rolling six-month period; or

- c. fails to meet any SLA for three (3) consecutive months or five (5) months in a Contract Year; or
- d. suffers a Severity-5 security incident, or two (2) Severity-4 security incidents in a Contract Year; or
- e. Aggregate SLA penalties reaching 75% of the overall Contract-Period SLA Cap.

F. SLA Exclusion Clause – Attribution Based

For the purposes of SLA computation, downtime or performance degradation shall be excluded where such failure is directly attributable to:

- a. failure of network connectivity not procured or managed by the Successful Bidder;
- b. power supply failure, including grid power, UPS or DG, not under the control of the Successful Bidder;
- c. malfunction of hardware, devices or infrastructure owned or maintained by the Department or stakeholders;
- d. actions or omissions of the Department or its authorised users; or
- e. Force Majeure events.

Such exclusion shall be applicable only upon submission of a detailed Root Cause Analysis (RCA) supported by system logs and upon written validation by the Department.

In the absence of such validation, the downtime shall be deemed attributable to the Successful Bidder for SLA computation.

Repeated invocation of exclusions for similar causes shall require the Successful Bidder to submit a corrective and preventive action plan, failing which the Department may review continued applicability of such exclusions.

G. Worked Illustrations for SLA Metrics

Assumed Contract Price (CP): ₹100 Crore (**for illustration purposes**)

1.a. Portal Availability

Total Seconds (30 days): 25,92,000

Downtime: 720 seconds

Availability: 99.972%

Severity: S-1

Penalty: ₹2.5 Lakh

1.b. Portal Response Time

Average Response Time: 2.4 seconds

Severity: S-3

Penalty: ₹7.5 Lakh

2. Application Management - Availability

Downtime: 30 minutes

Availability: 99.93%

Severity: S-1

Penalty: ₹2.5 Lakh

3. Database Uptime

Downtime: 90 minutes

Availability: 99.79%
Severity: S-3
Penalty: ₹7.5 Lakh

4. SLA Reporting

Delay: 11 working days
Severity: S-3
Penalty: ₹7.5 Lakh

5. Power Backup

Downtime: 25 minutes
Availability: 99.94%
Severity: S-2
Penalty: ₹5 Lakh

6. Portal Security

Incident: Minor breach
Response: 5 hours
Base Severity: S-2
Escalated Severity: S-4
Penalty: ₹10 Lakh

7. Problem Resolution

Resolution Time: 14 hours
Severity: S-3
Penalty: ₹7.5 Lakh

**8. QR & Barcode Supply
(Minor Delay)**

Delay: 5 days
Severity: S-1
Penalty: ₹50,000

(Major Delay)

Delay: 12 days + Production Disruption
Severity: S-5
Penalty: ₹12 Lakh + Event of Default

Hybrid Penalty Model Illustration

Portal Availability: S-1 (₹2.5 Lakh)
Response Time: S-3 (₹7.5 Lakh)
Power Backup: S-2 (₹5 Lakh)
QR Supply: S-1 (₹0.5 Lakh)
Total Monthly Penalty: ₹15.5 Lakh
Monthly Cap: ₹25 Lakh (0.25% of CP)
Status: Within Cap

Event of Default Illustration

Three Severity-4 or higher incidents in six (6) months
Result: Event of Default Triggered

CHAPTER 9 PROJECT TIMELINE & PAYMENT SCHEDULE

9.1 Time Schedule for Delivery & Installation

The following time schedule and payment milestone is for the Implementation Phase of the project envisaged to be completed in **08 weeks** from issuance of Letter of Intent/Award. Operations and management of the entire system including its sub systems, customer support and responsibility as per SLAs shall be for the duration of 3 years. List of the broad activities to be carried out by the vendor and the timelines from the date of Award of Contract are given in the table below.

Sr. No.	Activity	Timelines
1	Mobilization of Resources, Preparation of the Inception Report	T + 1 week
2	Prepare the Detailed Technical Architecture of the Overall System in consultation with all the Stakeholders, Completion of detail survey and Prepare FRS for all the work streams, Finalize Reporting Formats / Base Rules	T + 2 weeks
3	Prepare SRS, SDD for all the Software Components	T + 2 weeks
4	Provide specifications of various equipment, Components, systems to be procured by Stakeholders	T + 3 weeks
5	Acceptance Testing (UAT) for all the systems	T+ 3 weeks
6	Implementation of finalized solution (excluding the integration of the infrastructure to be procured by private Stakeholders)	T+ 4 weeks
7	Monitoring and calibration of the infrastructure procured by the Stakeholders*	T+5 weeks
8	Training and Capacity Building for the Officials	T+ 5 weeks
9	Final Acceptance Test (FAT) for Track and Trace solution	T+ 5 weeks
10	Formal Go Live (excluding the integration of Legacy Systems)	T + 5 weeks
11	Integration Testing of Legacy Systems	T + 7 weeks
12	Final Acceptance Test (FAT) for overall solution	T +8 weeks
13	Operations and Maintenance post Go-Live	3 years + upto 1 year (if extended)
14	Adequate and timely supply of Barcode Labels for printing to be maintained during the period of contract agreement.	To be made available within 48 Hr. of request

* The Stakeholders would procure the infrastructure and equipment between 4th and 5th week.

The Successful Bidder/Vendor is required to undertake and complete a pilot project as mandated by the Department for a period of one month within T+8 weeks period as mentioned in table above in the district as selected by the Department. The Department reserves the right to cancel the Letter of Intent/Award or the Contract as the case may be, in case the pilot is not successful to the satisfaction of the Department.

It may be noted that T is the date of Award of Contract notification issued by the Department to Successful Bidder, who is also called the Vendor. The Vendor has to design and implement a very detailed plan of implementation that seeks to execute several activities in parallel, adopts Critical Path method and commits

additional resources to activities falling behind the specifications mentioned in the chapters of this RFP, so as to keep up with the overall deadline. The phasing of the activities mentioned in Functional Requirement Specifications (FRS) of this document would be decided upon submission of the detailed plan of implementation on by the Successful Bidder.

The “Go-Live” means that the application is ready in all respect (designing, customization, development, testing & implementation and can now is used by the Department users together J as has been envisaged in the initial detailed Software Requirement Specification document). “Go-Live” means the Go-Live of the application hosted in the designated data center and is capable of being used by the Department for operations across all depots.

The hardware installation and “Go-Live” date would be synchronized and under no circumstance there should be a gap of more than 7 calendar dates between these 2 dates.

It may be noted that the time schedule for each milestone shown in the table above would be enforced independently, even though some of them are inter-dependent. This would have a cascading effect of penalties for delays in all other milestones dependent on the precedent milestone. Therefore, the Vendor will have to be extremely careful in establishing an excellent project management setup.

NOTE:

- 1) It will be the sole responsibility of the Successful Bidder only for timely achieving the various milestones of the project.
- 2) It will be the sole responsibility of the Successful Bidder only for timely achieving the various milestones of the project. Therefore, for all delays, only Successful Bidder will be penalized.
- 3) Delays in implementation due to delays in procurement of the infrastructure by the various Stakeholders would not result in penalization of the Successful Bidder.

Payment Terms

The Successful Bidder/Vendor would raise monthly invoices to the respective Stakeholders based on the actual number of QR Codes generated by the respective Stakeholders. The respective Stakeholder would be required to make payments to the Successful Bidder/Vendor within a period of 20 days from the raising of invoice.

ANNEXURE - 1 LETTER COMPRISING TECHNICAL BID

(To be submitted on the Letter Head of Bidder/ Lead Member in case of Consortium and signed by the authorized signatory)

Ref.:

Date:

To

**The Excise Commissioner, Punjab,
Excise & Taxation Bhawan,
4th Floor, Near Mayo Hospital,
Sector-69, Mohali. Pin- 160062**

Subject: Submission of Bid in respect of selection of Bidder for “Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab on BOOT basis.

Dear Sir,

1. Please find enclosed herewith one original copy of our Technical Bid with reference to your RFP document dated in respect of selection of Bidder for “**Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab on BOOT basis**”, in response to the RFP document issued by the Department of Excise, Punjab.
2. We the undersigned Bidder/(s), having read and examined in details the specifications and other documents of the subject tender hereby submit our Technical Bid for qualification for the aforesaid Project and do hereby propose to execute the job as per specification as set forth in your Bid documents.
3. The bid is being submitted by _____(name of Bidder/Lead Member of the Consortium) * which is Bidder/Lead Member of the Consortium* comprising _____(names of the Consortium Members)*, in accordance with the conditions stipulated in the RFP.
4. The information submitted in our bid is complete, is strictly as per the requirements as stipulated in the RFP and is correct to the best of our knowledge and understanding. We would be solely responsible for any error or omission in our bid.
5. The Bidder/Bidding Consortium, satisfies the requirements and meets all the eligibility criteria laid down in the RFP.
6. I/We certify that all information provided in the Technical Bid and in ANNEXURES is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying are true copies of their respective originals.
7. We shall make available to the Department any additional information it may find necessary or require to supplement or authenticate the qualification statement.
8. We acknowledge the right of the Authority to reject our Technical Bid without assigning any reason or

otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

9. We declare that:
 - We have examined and have no reservations to the RFP document, including any Addendum issued by the Department.
 - We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf has engaged or will engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as per RFP Clause 2.60.
10. We understand that Department may cancel the Bidding Process at any time and that Department are neither bound to accept any Bid that Department may receive nor to invite the Bidders to Bid for the Project, without incurring any liability to the Bidders, in accordance with Clause 2.25 of the RFP document.
11. The bid is unconditional and we hereby undertake to abide by the terms and conditions of the RFP.
12. We offer an EMD of Rs. _____ (Rupees _____ only) in accordance with the RFP Document. The proof of payment of payment of EMD in the form of insurance surety bonds, or bank guarantee (including e Bank Guarantee) issued or confirmed by any of the Scheduled Banks (as defined in section 2 (e) of the Reserve Bank of India Act 1934 or in the electronic format online (NEFT/RTGS/Internet banking) or any other online mode available on e-procurement portal (strike out whichever is not applicable) is attached.
13. We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to.
14. We further agree that if our proposal is accepted, we shall provide a Performance Security of the value specified in the RFP document.
15. If this proposal is accepted, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.
16. We hereby confirm that, in case of selection for the Project, we shall comply with the requirements of the Project as specified in RFP, Terms of reference and Scope of work.
17. We agree that Department of Excise, Punjab/PIDB reserves the right to accept in full/part or reject any or all the bids with explanation to Bidders and his decision on the subject will be final and binding on Bidder.
18. We, as the Bidder/Lead Member of the Consortium*, designated Mr./Ms. _____ (mention name, designation, contact address, phone number, email id etc.), as our authorized representative of

RFP for Implementation of QR Code Based Track & Trace System for Liquor Supply across the State of Punjab

Bidder / Consortium* and signatory who is authorized to perform all tasks including, but not limited to providing information, responding to inquiries, entering into contractual commitments etc. on behalf of us in respect of this project. The Board resolution authorizing the said person is hereby enclosed.

Dated, thisday of.....2025

For and on behalf of Bidder/Lead Member:

Signature:

Name of the Designated authorized Signatory:
(Name and seal of the Bidder/Lead Member)

* Strike out as applicable

ANNEXURE - 2 PROFORMA OF BANK GUARANTEE FOR BID SECURITY

(To be executed on Non-Judicial Stamp Paper of appropriate value, as per Stamp Act)

(Refer Clause 2.11)

Bank Guarantee Bond No.:

Date:

In favor of Managing Director,
Punjab Infrastructure Development Board (PIDB),
S.C.O 33-34-35, Sector-34A,
Chandigarh – 160002.

- a) In consideration of you, having agreed to receive the Bid of.....(name of the Bidder) and having its registered office at..... and acting on behalf of its Consortium (hereinafter referred to as the "**Bidder**") which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns), for the..... (hereinafter referred to as "**the Project**") pursuant to the RFP Document dated issued in respect of the Project and other related documents including without limitation the Master Service Agreement and Service Level agreement (hereinafter collectively referred to as "**Bidding Documents**"), we..... (Name of the Bank) having our registered office at and one of its branches at..... (hereinafter referred to as the "**Bank**"), at the request of the Bidder, do hereby in terms of the RFP Document, irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the Bidding Documents (including the RFP Document) by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to PIDB an amount of INR(Rupees..... only) (hereinafter referred to as the "**Guarantee**") as our primary obligation without any demur, reservation, recourse, contest or protest and without reference to the Bidder if the Bidder shall fail to fulfil or comply with all or any of the terms and conditions contained in the said Bidding Documents.
- b) Any such written demand made by PIDB stating that the Bidder is in default of the due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents shall be final, conclusive and binding on the Bank.
- c) We, the Bank, do hereby unconditionally undertake to pay the amounts due and payable under this Guarantee without any demur, reservation, recourse, contest or protest and without any reference to the Bidder or any other person and irrespective of whether the claim of PIDB is disputed by the Bidder or not, merely on the first demand from PIDB stating that the amount claimed is due to PIDB by reason of failure of the Bidder to fulfil and comply with the terms and conditions contained in the Bidding Documents including failure of the said Bidder to keep its Bid open during the Bid Validity Period as set forth in the said Bidding Documents for any reason whatsoever. Any such demand made on the Bank shall be conclusive as regards amount due and payable by the Bank under this Guarantee. However, our liability under this Guarantee shall be restricted to an amount not exceeding INR.(Rupees..... only).
- d) This Guarantee shall be irrevocable and remain in full force for a period of 270 (two hundred and seventy) days from the Bid Due Date inclusive of a claim period of 90 (sixty) days or for such extended period as may be

mutually agreed between PIDB and the Bidder, and agreed to by the Bank, and shall continue to be enforceable till all amounts under this Guarantee have been paid.

- e) We, the Bank, further agree that PIDB shall be the sole judge to decide as to whether the Bidder is in default of due and faithful fulfilment and compliance with the terms and conditions contained in the Bidding Documents including, inter alia, the failure of the Bidder to keep its Bid open during the Bid Validity Period set forth in the said Bidding Documents, and the decision of PIDB that the Bidder is in default as aforesaid shall be final and binding on us, notwithstanding any differences between PIDB and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority.
- f) The Guarantee shall not be affected by any change in the constitution or winding up of the Bidder or the Bank or any absorption, merger or amalgamation of the Bidder or the Bank with any other person.
- g) In order to give full effect to this Guarantee, PIDB shall be entitled to treat the Bank as the principal debtor. PIDB shall have the fullest liberty, without affecting in any way the liability of the Bank under this Guarantee, from time to time to vary any of the terms and conditions contained in the said Bidding Documents or to extend time for submission of the Bids or the Bid Validity Period or the period for conveying acceptance of Letter of Intent/Award by the Bidder or the period for fulfilment and compliance with all or any of the terms and conditions contained in the said Bidding Documents by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Bidding Documents or the securities available to PIDB, and the Bank shall not be released from its liability under these presents by any exercise by PIDB of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of PIDB or any indulgence by PIDB to the said Bidder or by any change in the constitution of PIDB or its absorption, merger or amalgamation with any other person or any other matter or thing whatsoever which under the law relating to sureties would but notice by way of request, demand or otherwise hereunder shall be sufficiently given or made if addressed to the Bank and sent by courier or by registered mail to the Bank at the address set forth herein.
- h) We undertake to make the payment on receipt of your notice of claim on us addressed to [name of Bank along with branch address] and delivered at our above branch which shall be deemed to have been duly authorized to receive the said notice of claim.
- i) It shall not be necessary for PIDB to proceed against the said Bidder before proceeding against the Bank and the guarantee herein contained shall be enforceable against the Bank, notwithstanding any other security which PIDB may have obtained from the said Bidder or any other person and which shall, at the time when proceedings are taken against the Bank hereunder, be outstanding or unrealized.
- j) We, the Bank, further undertake not to revoke this Guarantee during its currency except with the previous express consent of PIDB in writing.
- k) The Bank declares that it has power to issue this Guarantee and discharge the obligations contemplated herein, the undersigned is duly authorised and has full power to execute this Guarantee for and on behalf of the Bank.
- l) For the avoidance of doubt, the Bank's liability under this Guarantee shall be restricted to INR..... (RupeesCrores only). The Bank shall be liable to pay the said amount or any part thereof only if PIDB

serves a written claim on the Bank in accordance with paragraph i hereof, on or before [..... (indicate date falling 270 (two hundred and seventy) days after the Bid Due Date)].

Date
Place.....
Bank's Seal and authorized signature(s)
[Name in Block letters]
[Designation with Code No.]
[P/Attorney] No.

Witness:

1. Signature, Name & Address & Seal
2. Signature, Name& address & Seal

Bank's Seal

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Earnest Money should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favor with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The Bank Guarantee shall be executed by a Nationalized Bank preferably on a branch located in Chandigarh (Punjab). B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.
5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Performa prescribed by the Department in line with RFP and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension, the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in the RFP.
11. Bank details for submission of Bid Security/EMD in the form of Bank Guarantee:
Name of Beneficiary - Punjab Infrastructure Development Board
Name of Bank - HDFC Bank
Address of Bank Branch – SCF-56-57, Phase 11, Mohali
Account No. - 50100720738139
IFSC Code – HDFC0001308

ANNEXURE - 3 DESCRIPTION OF THE BIDDING ENTITY / BIDDING CONSORTIUM

(To be submitted by Bidder/each Member of Consortium if applicable)

A.

Name of the Bidding Entity / Consortium	
Name of the Lead Member of Bidding Consortium (in Case of a Bidding Consortium) (mention not applicable in case of single Bidder)	

B. Details of Bidder / Member of Consortium: (To be submitted by each member)

1. Name of the Firm	
2. Country of incorporation:	
3. Date of incorporation and /or commencement of business:	
4. Address of the corporate headquarters and its branch office(s), if any, in India:	i) Office ii) Works/Factory iii) Etc.
5. Brief description of the Firm/Company including details of its main lines of business	
6. Sector in which firm has provided services: <ul style="list-style-type: none"> • Consultancy, covering Systems Analysis, • Design, Development, Implementation • Etc. 	
7. Details of registration with Government/ Department/ Public Sector Undertaking	
8. Details of CMMI, International Organization for Standardization (ISO) or similar registrations	
9. No. of full-time personnel	(List of full-time employees with name, designation, qualification, experience, date of joining, etc. to be attached.)
10. Annual Turnover & Net Worth of Bidder as per Certificate of Statutory Auditor/Company Secretary/ certified Chartered Accountant of last 03 Financial Years (FY).	In FY 2022-23 - Rs. _____ Cr. FY 2023-24 - Rs. _____ Cr. FY 2024-25 - Rs. _____ Cr. Total – Rs. _____ Cr. a) Average Annual Turnover of above 03 FY Rs. _____ Cr. b) Net Worth of FY 2024-25 Rs. ____ Cr.
11. Details of individual(s) who will serve as the point of contact/communication for the Authority:	

(a) Name: (b) Designation: (c) Firm/Company: (d) Address: (e) Telephone & Mobile Number: (f) E-Mail Address:	
12. Particulars of the Authorised Signatory of the Bidder as per Power of Attorney: (a) Name: (b) Designation: (c) Address: (d) Telephone & Mobile Number: (e) E-Mail Address:	

13. In case of a Consortium:

- (a) The information above (1-10) should be provided for all the Members of the Consortium.
- (b) A copy of the Jt. Bidding Agreement, as envisaged in Clause 2.70 should be attached to the Technical Bid.
- (c) Information regarding the role of each Member (refer Clause 2.70) should be provided as per table below:

Sr. No.	Name of Consortium Members	Proposed Percentage of Equity Contribution in the Consortium for Implementation of QR Code based Track & Trace system for Liquor supplies across the state of Punjab	Role as per the Agreement signed by and between the Consortium Members
1.	Lead Member -		
2.	Consortium Member -		

* The role of each Member, as may be determined by the Bidder, should be indicated like LM means Lead Member, TM means Technical Member, FM means Financial Member, OMM means Operation & Maintenance Member, OM means Other Member.

14. The following information shall also be provided by Bidder and each Member of the Consortium as the case may be:

No.	Criteria	Yes	No
1.	Has the Bidder/ constituent of the Consortium been barred / blacklisted by any State Government or Union Territory or Central Government or any entity controlled by it, from participating in any Project.		

2.	If the answer to 1 is yes, does the bar subsist as on the date of Bid.		
3.	Has the Bidder paid liquidated damages of more than 5% of the Contract value in a Contract due to delay or has been penalized due to any other reason in relation to execution of a Contract, in the last three years?		

15. A statement by the Bidder disclosing material non- performance or Contractual non-compliance in past Projects, in the recent past is given below, if any (attach extra sheets, if necessary):

16. A Self-declaration by the Bidder/each Consortium Member duly signed by the authorized signatory disclosing Contractual disputes and litigation/ arbitration of the pending court cases (with details) against the firm specifically related to projects with Central/State/Union Territory Government or details of NCLT or Corporate Restructuring proceeding / cases in the past in the format given in the RFP as Annexure-3A is attached.

As of this date the information furnished in all parts of this form is accurate and true to the best of my knowledge.

Date:

(Signed & Stamped)
(Name & Designation of the Authorized Signatory)
For and on behalf of (Name of the Bidder/ Consortium Member)

Note:

- 1) Copy of Registration certificate / registered Partnership Deed/ in case of companies Incorporation Certificate, / Memorandum and Articles of Association), along with copy of PAN, GST, other registration documents, Profile of the Bidder / Members of the Consortium shall be submitted for details mentioned above.
- 2) Copy of Certificate of Statutory Auditor/ Company Secretary/ certified Chartered Accountant / specifying the annual turnover of the Bidder/ Members of the Consortium as per format Annexure-6 and Annexure-6(A).
- 3) Proof of address of Headquarters and branches and offices/Work/Factory in India.
- 4) Certificate from Head of Human Resources of the firm/company on the number of employees employed on its rolls in the area of software development or implementation or systems integration.
- 5) Organizational chart showing the structure of the organization
- 6) Copy of certificates of registration with Government/ Department/ Public Sector Undertaking as per Sr. No. 7 above.
- 7) Copy of certificates of ISO or similar registrations as per Sr. No. 8 above.

ANNEXURE - 3A FORMAT FOR SELF-DECLARATION OF PENDING CASES

(To be submitted by the Bidder / each Member of the Consortium on the letter head)

(Refer RFP Clause 4.1 (Sr. no. 4) & Annexure-3)

To
**The Excise Commissioner, Punjab,
Excise & Taxation Bhawan,
4th Floor, Near Mayo Hospital,
Sector-69, Mohali. Pin- 160062**

Subject: Submission of Bid in respect of selection of Bidder for “Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab on BOOT basis.

We declare that presently our Company/firm _____ has the following pending court case/ dispute/ claim with Arbitration Court etc. or NCLT or Corporate Restructuring proceeding / cases are pending against the Company/firm or its owner / partner / Director, etc. anywhere in India.

Sr. No.	State/Union Territory/ Central Government or Government Body filing case against Company/ firm/ Partner/Director, etc.	Date of Filing Court / NCLT or Corporate Restructuring Case	Description of Case filed against Company/firm/Partner/Director, etc.

We also do hereby solemnly declare and affirm that the above declaration is true and correct to the best of knowledge and belief and nothing has been concealed therein.

In case, it is observed or found that the above information is incorrect or misleading, the Department will have a right to take necessary action against the Company/firm as may deemed fit and reserve the right to reject the bid.

Place:

Date:

(Signature of the Authorized Signatory)

Name:

Designation:

For & on Behalf of _____

Seal of the Company/firm

ANNEXURE – 4 JOINT BIDDING AGREEMENT TO BE EXECUTED BETWEEN THE MEMBERS OF A CONSORTIUM

(To be executed on Stamp paper of value of Rs. 500/-)

(Refer RFP Clause 2.70)

THIS JOINT BIDDING AGREEMENT is entered into on this the ____ day of _____ 202_

AMONGST

1. _____ and having its registered office at _____ (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. _____ and having its registered office at _____ (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

The above-mentioned parties of the FIRST, AND SECOND, are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

- (A) Excise Department, Government of Punjab, having its office at Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali - 160062 (hereinafter referred to as the “**Department**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) has invited Bids (the “**Bids**”) by its Request for Bid No. _____ dated _____ (the “**RFP**”) for selection of Bidder for “**Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis**” (the “**Project**”).
- (B) The Parties are interested in jointly bidding for the Project as members of a Consortium and in accordance with the terms and conditions of the RFP document and other bid documents in respect of the Project, and
- (C) It is a necessary condition under the RFP document that the members of the Consortium shall enter into a Joint Bidding Agreement and furnish a copy thereof with the Bid.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the RFP.

2. Consortium

- 2.1 The Parties do hereby irrevocably constitute a consortium (the “**Consortium**”) for the purposes of jointly participating in the bidding process for the Project.
- 2.2 The Parties hereby undertake to participate in the Bidding Process only through this Consortium and not individually and/ or through any other consortium constituted for this Project, either directly or indirectly or through any of their Associates.

3. Covenants

The Parties hereby undertake that in the event the Consortium is declared the selected Bidder and awarded the Project, the Lead Member shall sign the Master Service Agreement and Service Level Agreement with the Department and for performing all its obligations of Vendor as mentioned in the Master Service Agreement and Service Level Agreement for the Project.

4. Role of the Parties

The Parties hereby undertake to perform the roles and responsibilities as described below:

- a) First Party: Shall be the Lead Member of the Consortium responsible for tie-up the complete financing required for the implementation of QR Code based Track & Trace system for Liquor supply across the state of Punjab. The Lead Member should be authorized to perform all tasks including, but not limited to providing information, responding to enquiries during the Bidding Process, entering into contractual commitments on behalf of the Bidder, etc. in respect of the implementation of QR Code based Track & Trace system for Liquor supplies across the state of Punjab.
- b) Second Party: Shall be {the Consortium Member of the Consortium.

(Please Specify Role of each Party such as Lead Member, financial Member etc. for the Project and modify this part accordingly)

5. Joint and Several Liability

- 5.1 The Parties do hereby undertake
- 5.2 to be jointly and severally responsible for all obligations and liabilities relating to the Project and in accordance with the terms of the RFP and the Master Service Agreement and Service Level Agreement.
- 5.3 The Parties do hereby undertake and declare that the Lead Member shall represent all the members of the Consortium and shall at all times be liable and responsible for discharging the functions and obligations of the Consortium; and that each member of the Consortium shall be bound by any decision, communication, notice, action or inaction of the Lead Member on any matter related to this Agreement and the Authority shall be entitled to rely upon any such action, decision or communication of the Lead Member. The Authority shall have the right to release payments solely to the Lead Member and shall not in any manner be responsible or liable for the inter se allocation of payments among members of the Consortium.

6. Shareholding in the Consortium

6.1 The Parties agree that the proportion of shareholding among the Parties in the Consortium shall be as follows:

First Party:

Second Party:

6.2 The Parties undertake that they shall collectively hold at least 51% (fifty-one per cent) of the subscribed and paid-up equity share capital of the Consortium all times until the contract period.

7. Representation of the Parties

Each Party represents to the other Parties as of the date of this Agreement that:

- (a) Such Party is duly organised, validly existing and in good standing under the laws of its incorporation and has all requisite power and Department to enter into this Agreement;
- (b) The execution, delivery and performance by such Party of this Agreement has been authorised by all necessary and appropriate corporate or governmental action and a copy of the extract of the charter documents and board resolution/ power of attorney in favour of the person executing this Agreement for the delegation of power and Department to execute this Agreement on behalf of the Consortium Member is annexed to this Agreement, and will not, to the best of its knowledge:
 - (i) require any consent or approval not already obtained;
 - (ii) violate any Applicable Law presently in effect and having applicability to it;
 - (iii) violate the memorandum and articles of association, by-laws or other applicable organizational documents thereof;
 - (iv) violate any clearance, permit, Master Service Agreement and Service Level Agreement, grant, license or other governmental authorization, approval, judgement, order or decree or any mortgage agreement, indenture or any other instrument to which such Party is a party or by which such Party or any of its properties or assets are bound or that is otherwise applicable to such Party; or
 - (v) create or impose any liens, mortgages, pledges, claims, security interests, charges or Encumbrances or obligations to create a lien, charge, pledge, security interest, encumbrances or mortgage in or on the property of such Party, except for encumbrances that would not, individually or in the aggregate, have a material adverse effect on the financial condition or prospects or business of such Party so as to prevent such Party from fulfilling its obligations under this Agreement;
- (c) this Agreement is the legal and binding obligation of such Party, enforceable in accordance with its terms against it; and

- (d) there is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfilment of its obligations under this Agreement.

8. Termination

This Agreement shall be effective from the date hereof and shall continue in full force and effect until the period of the Project under and in accordance with the terms of this RFP and any extension thereof in case the project term is extended by the Department, in case the Project is awarded to the Consortium. However, in case the Consortium is either not qualified for the Project or does not get selected for award of the Project, the Agreement will stand terminated in case the Bidder is not qualified or upon return of the EMD by the Department to the Bidder, as the case may be.

9. Miscellaneous

9.1 This Joint Bidding Agreement shall be governed by laws of India.

9.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Authority.

IN WITNESS WHEREOF THE, PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN
SIGNED, SEALED AND DELIVERED

For and on behalf of
LEAD MEMBER BY:

For and on behalf of
SECOND PART BY:

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

In the presence of:

(Notarized)

1
2

Notes:

1. The mode of the execution of the Joint Bidding Agreement should be in accordance with the procedure, if any, laid down by the Applicable Law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
2. Each Joint Bidding Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and Department to execute this Agreement on behalf of the Consortium Member.
3. For a Joint Bidding Agreement executed and issued overseas, the document shall be legalised by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.

ANNEXURE - 5 FORMATS FOR BIDDERS/CONSORTIUM MEMBERS TECHNICAL EXPERIENCE
(Refer RFP Clause 4.1 and 5.1)

Project Executed by: (mention name of Bidder / Consortium Member)

Client Details		
No.	Particulars	Details
1.	Name of Client	
2.	Nature of Client (whether Govt. or PSU / Private Company / Foreign Company/ Fortune 500 Listed)	
3.	Name of the contact person from the client organization who can act as a reference with contact coordinates: <ul style="list-style-type: none"> • Name • Designation • Address • Phone Number • Mobile Number • Email ID 	
Project Details		
No.	Field	Details
3.	Project Title	
4.	Start Date (Month/Year)	
5.	Completion Date (Month/Year): Completion of Development: Completion of Go-live: Completion of Support & Maintenance:	
6.	Current Status (In Progress/Completed)	
7.	Approximate value of the Project (INR in Cr.) as per Work Order.	
8.	Narrative Description of the scope of Project (Highlight the components/ technology platform, services involved in the Project that are related to the specific experience);	
9.	Attached copy of proof for the Project experience	(Work order, Agreement/Completion/Go-Live Certificate/Payment certificate, etc.)

Note:

- 1) Separate format should be submitted for each eligible projects for demonstrating the project experiences.
- 2) Copy of supporting documents as proof of project experience should be attached as applicable including
 - i) Work Order, project Agreement with Client/Department

- ii) Completion /Go-Live” Certificates, proof of project in operation and maintenance phase
 - iii) Payment Certificate issued by Client for value of fees received.
 - iv) In case project is in steady state operations, appropriate certificate stating the same from the Client should be furnished.
 - v) In case of project executed for Fortune 500 company, the copy of official list of the Global Fortune 500 listed published annually for the previous 5 years as on Bid Due Date highlighting the name of that Fortune listed Company
 - vi) In case of project executed for other companies as per eligibility criteria, proof of annual turnover above Rs.100 crores of other company.
 - vii) For projects with no total cost of contract, for example PPP projects on concession fee, the PTD (payment till date) billed value certified by the Client/Statutory Auditor/certified Chartered Accountant.
 - viii) If the project is carried out in a country other than India, the required project certificates need to be apostilled from the competent authority of the country from which the document originates.
 - ix) Any other relevant supporting documents.
- 3) In absence of supporting documents, project experience will not be considered for evaluation.

ANNEXURE - 6 FORMATS FOR BIDDERS / CONSORTIUM MEMBERS FINANCIAL CAPACITY

(Refer RFP Clause 4.1 and 5.1)

(To be submitted by Bidder/each Member of Consortium if applicable on the letter head)

(values in INR in Cr.)

Name of the Bidder & its Constitution (Partnership/ Company)	Financial Year			Total Turnover of last 3 Financial Years (2+3+4)	Average Annual Turnover of last 3 Financial Years (5/3)	Net Worth at the close of the Financial Year 2024 -25
	2022-23	2023 -24	2024 -25			
(1)	(2)	(3)	(4)	(5)	(6)	(7)
Total Annual Turnover						
Total Annual Turnover from Software Development & Implementation and System Integration						—

Date:

(Signed & Stamped)

(Name & Designation of the Authorized Signatory)

For and on behalf of (Name of the Bidder /Consortium Member)

Instructions:

1. The Bidder/Consortium Member shall provide a Chartered Accountant / Company Secretary/ Auditor's Certificate [as per format provided at Annexure 6 (A)] specifying the year wise and average annual turnover of the Bidder/Consortium Member of the last three (3) financial years in accordance with Clause 4.1 (sr.no.2) of the RFP document.
2. Any certificate issued by the Statutory Auditor/certified Chartered Accountant must include Unique Identification Number (UDIN).
3. The Bidder/Consortium Member shall attach copies of the balance sheets, financial statements and Annual Reports for last three (3) financial years preceding the Bid Due Date. The financial statements shall:
 - (a) reflect the financial situation of the Bidder;
 - (b) be audited by a statutory auditor;
 - (c) be complete, including all notes to the financial statements; and
 - (d) correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

Annexure - 6 (A) Chartered Accountant / Statutory Auditor’s Certificate regarding Financial Capacity of Bidder /Consortium Member

(To be submitted on the letter head of Chartered Accountant / Statutory Auditor of the Bidder)

(Refer to Clauses 4.1 and 5.1) of the RFP)

Name of the Bidder/Consortium Member:

Subject: Submission of Proposal for the RFP for “Implementation of QR Code based Track & Trace system for Liquor supply across the state of Punjab”

Based on the books of accounts and other published information authenticated by it, this is to certify that _____ *(insert name of the Bidder/Consortium Member)* details of the Turnover for the last 3 (three) audited Financial Years 2022-23, 2023-24, 2024-25 and Net Worth at the close of Financial Year 2024-25 as per the RFP issued by Excise Department, Punjab vide RFP No. _____ dated _____ are mentioned below:

A) Annual Turnover of last 03 Financial Years –

Sr. No.	Particulars	Value of Turnover (Indian Rupees in Cr.)	Value of Turnover From Software Development & Implementation and System Integration (Indian Rupees in Cr.)
1.	Financial Year 2022-23		
2.	Financial Year 2023-24		
3.	Financial Year 2024 -25		
4.	Total Turnover of last 3 Financial Years		
5.	Average Annual Turnover of last 3 Financial Years		

B) Net Worth as on 31.03.2025

Sr. No.	Description	Financial Data for Last Financial Year 2024-25 (Indian Rupees in Cr.)
1.	Subscribed and Paid-up equity share capital	
2.	add: securities premium account	
3.	add: General Reserve	
4.	add: surplus in P&L statement	
5.	Less: accumulated losses	

RFP for Implementation of QR Code Based Track & Trace System for Liquor Supply across the State of Punjab

6.	goodwill, brand and any other intangible asset	
7.	deferred expenditure and miscellaneous expenditure not written off (to not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation and reserves not available for distribution to equity shareholders)	
8.	Net Worth of the last Audited Financial Year (2024-25)	

Note:

All the documents or certifications which are provided by CA after 1st July, 2019, must contain UDIN thereon and the particulars of certifications must be same as mentioned on document/certification and submitted to ICAI on its website which can be verified online on <https://udin.icai.org/search-udin>.

(Name & Signature of Auditor):
Name & Seal of the Audit Firm:
Registration No. of the Audit Firm:

UDIN No.:

Date:

Place:

ANNEXURE - 7 ELIGIBILITY CRITERIA FOR BIDDER / MEMBER OF CONSORTIUM SUPPLYING QR CODE LABEL PRINTING SOFTWARE AND LABELS

Sr. No.	Eligibility Criteria	Document Proof
1.	<p>The Bidder / Member of Consortium must be a Company registered under the Indian Companies Act, 1956 or 2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid.</p> <p>The Bidder / Member of Consortium shall have a minimum Three years of experience in designing and implementation of QR-code and Barcode Label printing software and supply of labels.</p>	<p>a) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or LLP Act of 2008 or The Partnership Act 1932</p> <p>b) Pan card, proof of registered office/s in India</p> <p>c) GST Registration certificate,</p> <p>d) Proof of experience in designing and implementation of QR Code and Barcode Label printing software and supply of labels.</p>
2.	<p>The member of Bidding Consortium (other than Lead Member) should have positive Net Worth as on 31.03.2025.</p>	<p>Details of financial capacity of the member of Bidding Consortium to be provided as per Annexure-6 with supporting documents</p> <p>a) Copy of audited financial statements of last three Financial Years.</p> <p>b) Certificate from the Statutory auditor/Company Secretary/certified Chartered Accountant regarding the annual and average turnover of the last three Financial Years and Net Worth of the Company as on 31/03/2025 as per format at Annexure-6 (A).</p>
3.	<p>The Bidder/ Member of Bidding Consortium should have executed during last 10 (ten) years from the Bid Due Date QR Code and Barcode label printing software along with supply of Labels for Excise Department of at least one State/ Union Territory of India</p> <p>OR</p> <p>Executed QR-code and Barcode label printing software along with supply of Labels for any one Fortune 500 company/Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.)</p> <p>OR</p>	<p>Details of Experience to be provided as per Annexure-5 with supporting documents.</p> <p>Completed Projects:</p> <p>a. Copy of Work Order, Agreement and Go-Live" / Completion certificate issued by the client.</p> <p>b. Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed (Client certificate should be furnished).</p> <p>Ongoing Projects:</p> <p>Ongoing projects may be submitted as experiences, provided copy of Work Order, Agreement and Go-Live certificate /Partial completion certificate (minimum 60% work</p>

	<p>Executed QR-code and Barcode label printing software along with supply of Labels for 3 (three) other companies out of which 01 (one) company must be having annual turnover of above Rs.100 crores.</p> <p>For a project to be qualified above, value of each project must be over INR 5 (five) Cr.</p> <p>Note: Fortune 500 company would be the company listed in the Global Fortune 500 list published annually for the previous 5 years as on date of the submission.</p> <p>In case the Bidder want to showcase international experience as mentioned above, the Bidder should follow the procedure as mentioned in Annexure 5, Note Point 2 (viii).</p>	<p>completion certificate) issued by client should be furnished</p> <p>In case project is in steady state operations, appropriate certificate stating the same from the client should be furnished.</p>
4.	<p>The member of Bidding consortium shall not be under a declaration of ineligibility/ banned/ blacklisted by any State or Union Territory or Central Government/ any other Government institutions in India for any reason or convicted of economic offence in India for any reason nor should have been declared a defaulter or have liquidation proceedings initiated against it in NCLT or Corporate Restructuring as on last date of submission of the bid.</p>	<p>Self-declaration by the authorized signatory of the member of Bidding consortium, in the format given in the RFP as Annexure-3A. The Bidder should submit a declaration of the pending court cases (with details) against the firm specifically related to projects with Central/State Government or Union Territory. The TEC (Tender Evaluation Committee's) decision to debar/disqualify a firm from bid evaluation process (based on court cases / other proceedings /cases pending) would be final and binding upon the Bidder.</p>

In absence of any of the above-mentioned eligibility criteria, the bid will be treated as non-responsive and summarily rejected.

ANNEXURE – 8 FINANCIAL BID

Financial Bid needs to be submitted as per the format on the e-Procurement portal only i.e. www.eproc.punjab.gov.in. No hard copies or Scanned copies will be accepted.

ANNEXURE - 9 PROFORMA OF BANK GUARANTEE FOR PERFORMANCE SECURITY

(To be executed on Non-Judicial Stamp Paper of appropriate value, as per Stamp Act prevailing in the State of Punjab)

(Refer Clause 2.40)

Name of the Bank: -----

Bank Guarantee Bond No.:

Date:

In favor of The Excise Commissioner, Punjab,
Excise & Taxation Bhawan,
4th Floor, Near Mayo Hospital,
Sector-69, Mohali - 160062.

WHEREAS:(name and address of Bidder) (hereinafter called the “**Contractor**” which expression shall unless it be repugnant to the subject or context thereof include its/their executors, administrators, successors and assigns) and the Office of Excise Commissioner, Sector-69, Mohali, Punjab (hereinafter called the “**Department**” or “**Authority**”) for the due fulfilment by the Contractor of the terms & conditions of the Letter of Intent/Award No. _____ Dated _____ issued by Authority and to enter into a Contract /agreement (hereinafter called the “**Agreement**”) for the Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis (hereinafter referred to as "the **Project**"); subject to and in accordance with the provisions of the Agreement.

The Agreement requires the Contractor to furnish a Performance Security for due and faithful performance of its obligations; under and in accordance with the Agreement; during the {Contract Period and Defects Liability Period} (as defined in the Agreement) in a sum of Rs..... (Rupees) (the “**Guarantee Amount**”).

We; (insert name of bank) having its headquarters office at..... (*insert address*) through our branch at(insert address of issuing branch) (the “**Bank**”) have agreed to furnish this bank guarantee (hereinafter called the “**Guarantee**”) by way of Performance Security.

NOW; THEREFORE; the Bank hereby; unconditionally and irrevocably; guarantees and affirms as follows:

1. The Bank hereby unconditionally and irrevocably guarantees the due and faithful performance of the Contractor’s obligations during the {Contact Period and Defects Liability Period } under and in accordance with the Agreement; and agrees and undertakes to pay to the Authority; upon its mere first written demand; and without any demur; reservation; recourse; contest or protest; and without any reference to the Contractor; such sum or sums up to an aggregate sum of the Guarantee Amount as the Authority shall claim; without the Authority being required to prove or to show grounds or reasons for its demand and/or for the sum specified therein.
2. A letter from the Authority; that the Contractor has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the Agreement shall be conclusive; final and binding on the Bank. The Bank further agrees that the Authority shall be the sole judge as to whether the Contractor is in default

in due and faithful performance of its obligations during and under the Agreement and its decision that the Contractor is in default shall be final and binding on the Bank; notwithstanding any differences between the Authority and the Contractor; or any dispute between them pending before any court; tribunal; arbitrators or any other authority or body; or by the discharge of the Contractor for any reason whatsoever.

3. In order to give effect to this Guarantee; the Authority shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Contractor and/or the Bank; whether by their absorption with any other body or corporation or otherwise; shall not in any way or manner affect the liability or obligation of the Bank under this Guarantee.
4. It shall not be necessary; and the Bank hereby waives any necessity; for the Authority to proceed against the Contractor before presenting to the Bank its demand under this Guarantee.
5. The Authority shall have the liberty; without affecting in any manner the liability of the Bank under this Guarantee; to vary at any time; the terms and conditions of the Agreement or to extend the time or period for the compliance with; fulfillment and/ or performance of all or any of the obligations of the Contractor contained in the Agreement or to postpone for any time; and from time to time; any of the rights and powers exercisable by the Authority against the Contractor; and either to enforce or forbear from enforcing any of the terms and conditions contained in the Agreement and/or the securities available to the Authority; and the Bank shall not be released from its liability and obligation under these presents by any exercise by the Authority of the liberty with reference to the matters aforesaid or by reason of time being given to the Contractor or any other forbearance; indulgence; act or omission on the part of the Authority or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would but for this provision have the effect of releasing the Bank from its liability and obligation under this Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Guarantee is in addition to and not in substitution of any other guarantee or security now or which may hereafter be held by the Authority in respect of or relating to the Agreement or for the fulfillment; compliance and/or performance of all or any of the obligations of the Contractor under the Agreement.
7. Notwithstanding anything contained hereinbefore; the liability of the Bank under this Guarantee is restricted to the Guarantee Amount and this Guarantee will remain in force for the period specified in paragraph below and unless a demand or claim in writing is made by the Authority on the Bank under this Guarantee all rights of the Authority under this Guarantee shall be forfeited and the Bank shall be relieved from its liabilities hereunder.
8. The Guarantee shall cease to be in force and effect on (insert date of validity as per Contract period)..... Unless a demand or claim under this Guarantee is made in writing before expiry of the Guarantee; the Bank shall be discharged from its liabilities hereunder.
9. The Bank undertakes not to revoke this Guarantee during its currency; except with the previous express consent of the Authority in writing; and declares and warrants that it has the power to issue this Guarantee and the undersigned has full powers to do so on behalf of the Bank.
10. Any notice by way of request; demand or otherwise hereunder may be sent by post addressed to the Bank at its above referred branch; which shall be deemed to have been duly authorized to receive such notice and to effect payment thereof forthwith; and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice; when given by post; it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of the Authority that

the envelope was so posted shall be conclusive.

11. This Guarantee shall come into force with immediate effect and shall remain in force and effect for up to the date specified in paragraph above or until it is released earlier by the Authority pursuant to the provisions of the Agreement.

Signed and sealed this day of; 20..... at

For and on behalf of the BANK by:

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

[Name in Block letters]

[Designation with Code No.]

[P/Attorney] No.

Date

Place.....

Witness:

1. Signature, Name & Address & Seal

2. Signature, Name& address & Seal

Bank's Seal

Notes:

- i. The bank guarantee should contain the name; designation and code number of the officer(s) signing the guarantee.
- ii. The address; telephone number and other details of the Head Office of the Bank as well as of issuing Branch should be mentioned on the covering letter of issuing Branch.

INSTRUCTIONS FOR FURNISHING BANK GUARANTEE

1. Bank Guarantee (B.G.) for Performance Guarantee should be executed on the Non-Judicial Stamp paper of the applicable value and to be purchased in the name of the Bank.
2. The Executor (Bank authorities) may mention the Power of Attorney No. and date of execution in his/her favor with authorization to sign the documents. The Power of Attorney is to be witnessed by two persons mentioning their full name and address.
3. The Bank Guarantee should be executed by a Nationalized Bank/ Scheduled Commercial Bank preferably on a branch located in Mohali (Punjab). B.G. from Co-operative Bank / Rural Banks is not acceptable.
4. A Confirmation Letter of the concerned Bank must be furnished as a proof of genuineness of the Guarantee issued by them.

5. Any B.G. if executed on Non-Judicial Stamp paper after 6 (six) months of the purchase of such stamp shall be treated as Non-valid.
6. Each page of the B.G. must bear signature and seal of the Bank and B.G. Number.
7. The content of the B.G. shall be strictly as Performa prescribed by the Department in line with letter of award, etc. and must contain all factual details.
8. Any correction, deletion etc. in the B.G. should be authenticated by the Bank Officials signing the B.G.
9. In case of extension of a Contract the validity of the B.G. must be extended accordingly.
10. B.G. must be furnished within the stipulated period as mentioned in Intent/Award, etc.
11. Bank details for submission of Performance Bank Guarantee:
Name: Excise and Taxation Technical Services Agency, Patiala
Name of Bank: State Bank of India, Chowk Fort, Patiala
Account No: 65122735149
IFSC Code: SBIN0050007

ANNEXURE – 10 LETTER OF ACCEPTANCE OF TERMS AND CONDITIONS

(To be submitted by the Bidder/Lead Member on their respective Letter Head.)

**To,
The Excise Commissioner, Punjab,
Excise & Taxation Bhawan, 4th Floor,
Near Mayo Hospital, Sector-69,
Mohali – 160062.**

Subject: Selection of Bidder for “Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab”.

Dear Sir,

This has reference to the Bid being submitted by _____ (*mention the name of the Bidder / Lead Member of the Consortium*), as Lead Member of the Bidding Consortium comprising _____ (*mention name(s) of the Consortium Member*)*, in respect of Selection of Bidder for Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab for affixing on Liquor bottles in the State of Punjab on BOOT basis, which includes designing and supply of Barcode Label printing software and Labels for printing of Barcodes/QR Codes in response to the Request for Proposal (RFP) Document issued by the Excise Department, Punjab dated vide RFP No. _____ Dated _____.

We hereby confirm the following: -

- i) We have examined in detail and have understood and satisfied ourselves regarding the contents including in respect of the following:
 - The RFP Document issued by Department.
 - All subsequent communications by the Department in the form of Corrigendum/Addendum/Replies to Pre-bid Queries, etc.
 - The MoU / Agreement to be signed between / among the members of the Bidding Consortium*.
- ii) We have satisfied ourselves regarding our role as Vendor, if Project is awarded to us, for the implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab as specified in the Bid. If the Bidding Consortium is awarded the implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab, and we shall perform our role as outlined in the Bid to the best of our abilities.
- iii) We have examined the Bid in detail and the commitments made in the same.
- iv) We agree and undertake to abide by the Bid and the commitments made therein.
- v) We authorize _____ (*Name of authorized signatory of the Bidder/Lead Member in case of*

RFP for Implementation of QR Code Based Track & Trace System for Liquor Supply across the State of Punjab

Bidding Consortium), as the Member/Lead Member* and authorize the same to perform all tasks including, but not limited to providing information, responding to enquiries, entering into contractual commitments etc. on behalf of the Consortium, in respect of this Project of Implementation of QR Code based Track & Trace system for Liquor supplies across the State of Punjab.

- vi) We understand that, in case of Consortium no change in the membership in the Bidding Consortium, in the role and form of responsibility of any Consortium Member shall be permitted after submission of the Bid. After selection, if any change in the equity in the Consortium (whose strengths have been credited for evaluation) is desired, it would need to be communicated to the Department in writing for its approval. The Department would reserve the right to reject such requests for a change of Consortium structure, if in its opinion; it would adversely affect the same.

- vii) Notwithstanding the above, we undertake that our equity stake in the Bidding Consortium shall not be less than 51% for the entire period of Contract with the Department, and shall not be less than that of any other Consortium Member in the Bidding Consortium for such period of Lock-in.

For and on behalf of Bidder / Lead Member of Consortium: _____

Authorized Representative and Signatory of the Bidder / Lead Member of Consortium:

Signature: _____

Name: _____

Designation: _____

Seal:

ANNEXURE – 11 SELF EVALUATION FORMAT

A) Eligibility Evaluation

Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
1.	<p>Bidder or Lead Member of the Consortium shall be a Company registered under the Indian Companies Act, 1956/2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under the Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least 5 (five) years on the date of submission of bid.</p> <p>The Sole Bidder or any consortium member shall have a minimum 3 (Three) years of experience in Implementation of QR Code/Barcode based Track & Trace System.</p>	<p>a) Description of the Bidding entity as per Annexure-3</p> <p>b) Certificate of Incorporation/Registration under companies Act, 1956 or 2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under The Partnership Act, 1932 as the case may be.</p> <p>c) Pan card, GST and other Registration certificate</p> <p>d) Memorandum & Articles of Association of Company</p> <p>e) Proof of registered office/s in India</p> <p>f) Proof of experience of Implementation of QR Code/Barcode based Track & Trace System as per Annexure-5.</p>	
2	<p>The Bidder or cumulative turnover of the Consortium Members of Bidding Consortium should have an average annual turnover of Rs.100 Cr in the last three financial Years i.e. 2022-23, 2023-24 & 2024-25.</p> <p>The Bidder should have positive net worth as on 31.03.2025.</p> <p>In case of consortium, the Lead Member must have an average annual turnover of over Rs. 50 Cr.</p> <p>The Sole Bidder or cumulative turnover of the Consortium Members of Bidding Consortium should have minimum annual turnover of ₹ 50 crores from software development & implementation & System</p>	<p>a) Annexure – 6 Financial Capacity of the Bidder/Consortium Members</p> <p>b) Certificate from the Statutory Auditor/Company Secretary/certified Chartered Accountant by the Bidder & Members in case of Consortium regarding the annual and average turnover of the last three Financial Years and Net Worth</p> <p>c) Copy of audited financial statements of last three years 2022-23, 2023-24 & 2024-25.</p>	

Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
	integration in each of the last three financial years (Financial years 2022-23, 2023-24 & 2024-25) out of total minimum required average turnover of Rs 100 crore.		
3	<p>Bidder or any Member of the Consortium should have executed during last 10 (ten) years from the Bid Due Date:</p> <p>i) Executed QR Code/Barcode based Track & Trace system for Liquor supplies for Excise department of at least one State/Union Territory of India OR</p> <p>ii) Executed QR Code/Barcode based Track & Trace system for any one Fortune 500 company/Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.) OR</p> <p>iii) Executed QR Code/Barcode based Track & Trace system for 3 (three) other companies out of which at least 1 (one) company must be having annual turnover above Rs.100 crores</p> <p>For a project to be qualified as mentioned in sr. no. (i), (ii) and (iii) above, the value of each Project must be over INR 5 (five) Cr.</p>	<p>a) Details of Experience as per Annexure-5</p> <p>b) Supporting documents work order, agreement and</p> <p>c) Go-Live” / Completion certificate issued by the client AND Payment certificate with minimum 70% of the payment received will be accepted as a proof of project being completed OR Go-Live certificate/ Partial completion (minimum 60% work completion certificate) issued by Client.</p> <p>d) In case of experience of Fortune 500 Company, official list of the Global Fortune 500 listed published annually for the previous 5 years as on due date of the submission of bid.</p> <p>e) In case of project executed for other companies as per eligibility criteria, proof of annual turnover above Rs.100 crores of other company.</p> <p>f) In case the Bidder want to showcase international experience as mentioned above, the Bidder should follow the procedure as mentioned in Annexure 5, Note Point 2 (viii).</p>	<p>Name of Project:</p> <p>Name of Client:</p> <p>Project Value:</p>
4	The Bidder or Members in case of the Consortium shall not be under a declaration of ineligibility/ banned/ blacklisted by any State or Union Territory or Central Government/ any other government	Self-declaration by the authorized signatory of the Bidder and Members of Consortium as per in the format Annexure-3 (A) given in the RFP.	

Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
	institutions in India for any reason or convicted of economic offence in India for any reason nor should have been declared a defaulter or have liquidation proceedings initiated against it in NCLT or Corporate Restructuring as on last date of submission of the bid.		
5	The Bidder or the Lead Member should have the following valid Certification as on date of submission of the proposal: <ul style="list-style-type: none"> • CMMI Level-3 (Software) or above • ISO 90001:2000 and above • ISO 27001-2013 	Copies of the valid certificates from authorized issuing agencies.	
6	The Sole Bidder or cumulative turnover of the Consortium Members of Bidding Consortium should have minimum annual turnover of ₹ 50 crores from software development & implementation & System integration in each of the last three financial years (Financial years 2022-23, 2023-24 & 2024-25) out of total minimum required average turnover of Rs 100 crore each year.	Certificate from the statutory auditor/Company secretary on the turnover of the company from software development or implementation or systems integration of last three Financial Years.	
7	The Bidder should have at least 200 employees, as on the last date of bid submission, on its rolls in the area of software development or & implementation or systems integration excluding personnel engaged in sales and marketing of system software or COTS/ hardware/ systems integration services for IT infrastructure.	Certificate from Head of Human Resources of the Bidder on the number of employees employed on its rolls in the area of software development or implementation or systems integration excluding personnel engaged in sales and marketing of system software or COTS/ hardware/ systems integration services for IT infrastructure	

B) Self-Evaluation of FOR MEMBER OF CONSORTIUM SUPPLYING QR-CODE LABEL PRINTING SOFTWARE AND LABELS

Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
1.	The Bidder / Member of Consortium must be a Company registered under the Indian	a) Description of the Bidding entity as per Annexure-3	

Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
	<p>Companies Act, 1956 or 2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under The Partnership Act 1932 and must have their registered offices with legal presence in India and shall be in business for at least five years on the date of submission of bid.</p> <p>The Bidder / Member of Consortium shall have a minimum Three years of experience in designing and implementation of QR-code and Barcode Label printing software and supply of labels.</p>	<p>b) Certificate of Incorporation/ Registration under companies Act, 1956 or 2013 or Limited Liability Partnership registered under LLP Act of 2008 or the Partnership Firm registered under The Partnership Act, 1932 as the case may be. Pan card, GST and other Registration certificate</p> <p>c) Memorandum & Articles of Association of Company</p> <p>d) Proof of registered office/s in India</p> <p>e) Proof of experience in designing and implementation of QR Code and Barcode Label printing software and supply of labels.</p>	
2	<p>The member of Bidding Consortium (other than Lead Member) should have positive Net Worth as on 31.03.2025.</p>	<p>a) Details of financial capacity of the member Bidding Consortium to be provided as per Annexure-6 with supporting documents</p> <p>b) Copy of audited financial statements of last three Financial Years 2022-23, 2023-24 and 2024-25.</p> <p>c) Certificate from the Statutory auditor/Company Secretary/ certified Chartered Accountant regarding the annual and average turnover of the last three Financial Years and Net Worth of the Company as on 31/03/2025 as per format at Annexure-6(A).</p>	
3	<p>The Bidder/ Member of Bidding Consortium should have executed during last 10 (ten) years from the Bid Due Date QR Code and Barcode label printing software along with supply of Labels for Excise Department of at least one State/ Union Territory of India OR Executed QR-code and Barcode label</p>	<p>a) Details of Experience as per Annexure-5</p> <p>b) Supporting documents work order, agreement and</p> <p>c) Go-Live" / Completion certificate issued by the client AND Payment certificate with minimum 70% of the payment</p>	

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Sr. No.	Eligibility Criteria	Particulars of Documents	Supporting Documents attached (Yes/No)
	<p>printing software along with supply of Labels for any one Fortune 500 company/Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.)</p> <p>OR</p> <p>Executed QR-code and Barcode label printing software along with supply of Labels for 3 (three) other companies out of which 01 (one) company must be having annual turnover of above Rs.100 crores.</p> <p>For a project to be qualified above, value of each project must be over INR 5 (five) Cr.</p>	<p>received will be accepted as a proof of project being completed OR</p> <p>Go-Live certificate/ Partial completion (minimum 60% work completion certificate) issued by Client.</p> <p>d) In case of experience of Fortune 500 Company, official list of the Global Fortune 500 listed published annually for the previous 5 years as on date of the submission.</p> <p>e) In case of project executed for other companies as per eligibility criteria, proof of annual turnover above Rs.100 crores of other company.</p> <p>f) In case the Bidder want to showcase international experience as mentioned above, the Bidder should follow the procedure as mentioned in Annexure 5, Note Point 2 (viii).</p>	
4	<p>The member of Bidding consortium shall not be under a declaration of ineligibility/ banned/ blacklisted by any State or Union Territory or Central Government/ any other Government institutions in India for any reason or convicted of economic offence in India for any reason nor should have been declared a defaulter or have liquidation proceedings initiated against it in NCLT or Corporate Restructuring as on last date of submission of the bid.</p>	<p>Self-declaration by the authorized signatory of the Bidder or member of Bidding consortium as per in the format Annexure-3 (A) given in the RFP.</p>	

C) Technical Marking Evaluation

Sr. No	Eligibility Criteria	Marking	Reference/Details of Projects Claimed for self-assessment	Maximum Marks	Marks Claimed by Bidder
1	Experience of the Bidder in implementation of QR Code/Barcode based track and trace system	<p>Experience of executing projects of Implementation of QR Code/ Barcode based track and trace system:</p> <p>I. for Liquor supplies for Excise Department of State/ Union Territory of India -</p> <p>a. one State/Union Territory of India - 14 Marks</p> <p>b. two or more States/ Union Territories of India - 20 Marks</p> <p><i>(maximum 20 marks which are mutually exclusive with other criteria 2 and 3 below)</i></p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>PROJECT 2 Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be submitted as per Annexure-5 with supporting documents.</p>	20	
		<p>II. for Fortune 500 company/ Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.) -</p> <p>a. one Fortune 500 company/</p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>PROJECT 2 Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be</p>	13	

		<p>Foreign Government - 7 marks</p> <p>b. two or more Fortune 500 companies/ Foreign Governments - 13 marks</p> <p><i>(maximum 13 marks which are mutually exclusive with other criteria 1 above and 3 below)</i></p>	submitted as per Annexure-5 with supporting documents.		
		<p>III. for at-least 03 (three) other companies out of which at least one (01) company must be having annual turnover above Rs.100 crores -</p> <p>a. total 3 (three) other companies with 01 company having annual turnover above Rs.100 crores – 3.5 marks</p> <p>b. total 6 other companies with 02 companies having annual turnover above Rs.100 crores – 7 marks</p> <p><i>(maximum 07 marks which are mutually exclusive with other criteria 1 and 2 above)</i></p> <p>For all such projects to be qualified under</p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>PROJECT 2 Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be submitted as per Annexure-5 with supporting documents.</p>	07	

		<p>criteria I, II and III above,</p> <p>a) the project value should be above INR 5 (five) Cr.</p> <p>project should have been implemented in last 10 (ten) years as on date of bid submission.</p>			
2	<p>Experience in Supply of QR Code & Barcode label printing software along with supply of labels for printing</p>	<p>The Bidder/ Consortium Member should have experience in executing project of supply of QR Code and Barcode Label printing software along with supply of Labels for printing for</p> <p>d) Excise Department of any State/ Union Territory of India OR</p> <p>e) for any Fortune 500 company/ Foreign Government/ Multilateral and international aid organizations institutions (such as World Bank Group, Asian Development Bank, International Monetary Fund/United Nations, World Health Organizations, etc.) OR</p> <p>f) for any other company having minimum turnover of over Rs 100 Crore.</p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>PROJECT 2 Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be submitted as per Annexure-5 with supporting documents.</p>	12	

		<p>(3 marks for each project subject to maximum 12 marks)</p> <p>For all such projects to qualify should have project value of above INR 5 (five) Crore. Project should have been implemented in last 10 (ten) years as on date of bid submission.</p>			
3	Experience of large ICT Projects in Government Sector / PSUs of Bidder	<p>Experience of Bidder in implementation of ICT (Information and Communication Technology) Project, involving in any Government Sector/ PSUs</p> <p>The project to qualify shall have project value of above INR 5 (five) Cr.</p> <p><i>3.5 (three and half) marks will be awarded for each project. (Max 02 projects, mutually exclusive with other criteria)</i></p> <p>Project should have been implemented in last 10 years as on date of the bid submission.</p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>PROJECT 2 Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be submitted as per Annexure-5 with supporting documents.</p>	07	
4	Experience in integration of existing legacy information through APIs systems in Government Sector/ PSUs of Bidder	<p>Experience of Bidder in integration of existing legacy information through APIs for Indian Government Sector/ PSUs</p> <p>The project to qualify shall have project value</p>	<p>Number of projects submitted for experience: (mention number)</p> <p>PROJECT 1 Name of Project: Name of Client: Project Value: Status of Project:</p>	06	

		<p>of above INR 5 (five) Cr.</p> <p>3 (three) marks will be awarded for each project. (Max 02 projects, mutually exclusive with other criteria)</p> <p>Project should have been implemented in last 10 (ten) years as on date of bid submission.</p>	<p>Ongoing/Completed/Go-Live</p> <p>PROJECT 2</p> <p>Name of Project: Name of client: Project Value: Status of Project: Ongoing/Completed/Go-Live</p> <p>Details of Experience to be submitted as per Annexure-5 with supporting documents.</p>		
5	<p>Average Annual Turnover of last three audited Financial Years i.e. 2022-23, 2023-24 & 2024-25 of the Bidder or all the Members of the Consortium</p>	<p>INR above 100 Cr. and less than or equal to 200 Cr. = 8 Marks</p> <p>INR above 200 Cr. and less than or equal to 300 Cr. = 12 Marks</p> <p>INR above 300 Cr. and less than or equal to 500 Cr. = 16 Marks</p> <p>INR above 500 Cr = 20 Marks</p>	<p>Details of Financial Capacity to be provided as per Annexure-6 and</p> <p>Certificate from Statutory Auditor /certified Chartered Accountant as per Annexure-6 (A)</p>	20	

ANNEXURE – 12 CHECKLIST FOR ONLINE PROPOSAL SUBMISSION

Sr. No	Documentation	Submitted on Page no (Please mention file name and page number where requisite document is uploaded)
A. TECHNICAL BID SUBMISSION		
1	Scanned copy of online payment for Cost of RFP Document Fees Rs. 2000/-	
2	Scanned Copy of Bid Security /Earnest Money Deposit (EMD) Rs. 1,82,00,000/- (Rupees One Crore Eighty Two Lakhs only) in the form of insurance surety bonds, or bank guarantee (as per Annexure- 2) or in the electronic format online.	
3	Annexure - 1 Duly Filled Letter comprising the Technical Bid duly signed by Authorized signatory of Bidder / Lead Member in case of Consortium as applicable	
4	Annexure - 3 Description of the Bidding Entity / Bidding Consortium including each member in case of Consortium	
5	Copy of documents including Bidder / Members of the Consortium - <ul style="list-style-type: none"> • Registration certificate / registered Partnership Deed/ in case of companies Incorporation Certificate, / Memorandum and Articles of Association, • PAN, GST, other registration documents, • Profile of the Bidder / Members of the Consortium • Proof of address of Headquarters and branches and offices/Work/Factory in India • Certificates of registration with Government/ Department/ Public Sector Undertaking • Certificates of CMMI, ISO or similar registrations • Organizational chart showing the structure of the organization • Certificate from Head of Human Resources of the company on the number of employees employed 	
6	Annexure - 3 (A) Duly filled Self-Declaration of Pending Cases signed by Authorized signatory including each member in case of Consortium	
7	Annexure - 4 Duly filled and notarized Joint Bidding Agreement applicable in case of Consortium executed on the Stamp Paper of value of Rs. 500/- as per format In case a Joint Bidding Agreement executed and issued overseas is legalized by the Indian Embassy and notarized in the jurisdiction where the Power of Attorney has been executed.	
8	Annexure - 5 Duly Filled Bidders/Consortium Members Technical Experience along with copy of Work order, Agreement/Completion/Go-Live Certificate/Payment certificate, etc.	
9	Annexure – 6 Duly filled Bidders/Consortium Members Financial	

RFP for Implementation of QR Code Based Track & Trace System for Liquor Supply across the State of Punjab

Sr. No	Documentation	Submitted on Page no (Please mention file name and page number where requisite document is uploaded)
	Capacity in terms of Annual Turnover and Net Worth	
10	Chartered Accountant / Company Secretary/ Auditor's Certificate regarding Financial Capacity of Bidder /Consortium Member as per format provided at Annexure 6 (A)	
11	Copy of audited financial statements of last three Financial Years 2022-23, 2023-24 and 2024-25 including Bidder / Consortium Members	
12	Annexure - 10 Duly filled Letter of Acceptance of Terms and Conditions signed by Authorized signatory of Bidder / Lead Member in case of Consortium as applicable	
13	Annexure - 11 Duly filled Self Evaluation Format	
14	Annexure - 13 Duly filled and notarized Power of Attorney for signing of Bid executed on the Stamp Paper of value of Rs. 500/- as per format in favour of authorized signatory for signing of documents. In case of Consortium, Power of Attorney by each member in favour of their authorized signatory.	
15	Board or shareholders' resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder/Consortium Member.	
16	Annexure – 14 Duly filled and notarized Power of Attorney for Lead Member (in case of Consortium) executed on the Stamp Paper of value of Rs. 500/- as per format duly signed by the authorized signatory of the Consortium Members	
17	Copy of Bidder's Technical Proposal as per RFP Clause 5.1, Sr. no. H (III)	
18	Copy of RFP Documents with all Addendum/ corrigendum issued by Department/PIDB with each page initialed by the authorized person signing the Bid / Lead Member in case of Consortium	
19	Copy of the Master Service Agreement and Service Level Agreement with each page initialed by the authorized person signing the Bid / Lead Member in case of Consortium	
B. FINANCIAL BID SUBMISSION		
1	Bill of Quantities (BOQ) – Financial Bid (as provided in online e-tender portal)	To be submitted online on e-tender portal

ANNEXURE - 13 FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF BID

(To be executed on the Stamp Paper of value of Rs. 500/-)

(Refer Clause 2.71)

Know all men by these presents, We _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./Ms. _____ (name)____, son/daughter/wife of _____ and presently residing at _____, who is presently employed with us/ the Lead Member of our Consortium and holding the position of _____, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Bid for Selection of Bidder for “**Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab On BOOT basis**” Project proposed or being developed by the **Excise Department, Punjab** situated at **Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali-160062** (the “Department” or “Authority”) including but not limited to signing and submission of all Bids and other documents and writings, participate in Pre-Bid Conference and other conferences and providing information/ responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Master Service Agreement and Service Level Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the Department in all matters in connection with or relating to or arising out of our Bid for the said Project and/ or upon award thereof to us and/or till the entering into of the Master Service Agreement and Service Level Agreement with the Department.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ____ DAY OF ____ 202_

For.....
(Signature, name, designation and address
of Executant on behalf of Bidder/Consortium Member)
by Board of Resolution (in case of firm/Company)/
Partner (in case of Partnership Firm)

Witnesses:

- 1.
- 2.

(Notarised)
Notarised Person identified by me/personally
appeared before me /signed before me/
Attested/Authenticated* (*Notary to specify as applicable)

Accepted

..... (Signature)
(Name, Title and Address of the Attorney authorized by Bidder)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

ANNEXURE - 14 FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed on the Stamp Paper of value of Rs. 500/-)

(Refer Clause 2.70)

Whereas the **Excise Department, Punjab** situated at **Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, Mohali-160062** (the “**Department**”) has invited Bids from interested parties for the selection of the Bidder for “**Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis** (the “**Project**”).

Whereas, _____ and _____ (collectively the “**Consortium**”) being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Request for Proposal (RFP) and other connected documents in respect of the Project, and

Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and Department to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s Bid for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. _____ having our registered office at _____ and M/s. _____ having our registered office at _____ (hereinafter collectively referred to as the “**Principals**”) do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s. _____ having its registered office at _____, being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “**Attorney**”). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the contract, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the submission of its Bid for the Project, including but not limited to signing and submission of all Bids and other documents and writings, participate in bidding process and other conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of the Bid of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s Bid for the Project and/ or upon award thereof till the Master Service Agreement and Service Level Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____ 202_

For (Member 1)

(Signature)

(Name, designation & address)

RFP for Implementation of QR Code Based Track & Trace System for Liquor Supply across the State of Punjab

For (Member 2)

(Signature)

(Name, designation & address)

Witnesses:

(Notarized)

1.

2.

(Executants)

(To be executed by all the Members of the Consortium)

Notes:

- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalised by the Indian Embassy if it carries a conforming Appostille certificate.

ANNEXURE – 15 MASTER SERVICE AGREEMENT

Master Service Agreement (MSA) for Implementation of QR Code based Track & Trace system for Liquor Supply across the State of Punjab on BOOT Basis

This Master Service Agreement (the “MSA” or “Agreement”) is entered into on this the ____ day of _____, 202_

BETWEEN

1. The Department of Excise & Taxation, Government of Punjab, engaged in dealing with the taxes and other related activities in Punjab incorporated, and represented by Shri/Smt. _____ and having its office at Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, India (hereinafter referred to as the "Department" which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of One Part.

AND

2. _____ having its registered office at _____ and represented by Shri/Smt. _____ (on behalf of Consortium of M/s. _____ and M/s. _____ in pursuance of the Joint Bidding Agreement) (hereinafter referred to as the "Vendor" which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the Other Part.

WHEREAS:

- A. The Government of Punjab had entrusted to the Authority the Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis (the "Project"), in accordance with the terms and conditions to be set forth in a Master Service Agreement to be entered into.
- B. The Authority had adopted a single stage two envelope online bidding process and had accordingly invited proposals by its Request for Proposal dated *** (the "Request for Proposal" or "RFP") for selection of the Bidder for award of the Project.
- C. The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.
- D. After evaluation of the bids received as per the provisions of the RFP, the Authority had technically qualified certain Bidders including, inter alia, M/s. _____ / the Consortium comprising of M/s. _____ and M/s. _____ (collectively the "**Consortium**") with M/s _____ as its lead member (the "**Lead Member**") (modify as applicable) and accepted the financial bid of the Bidder / Consortium and issued its Letter of Intent/Award No. _____, Dated _____ hereinafter called the "**LoI/LoA**") to the Bidder / Consortium requiring, inter alia, the execution of this Agreement within 08 days of the date of issue thereof. The date of issuance of LoI/LoA shall be the date of commencement of the Project i.e., the start of the Contract Period.

- E. The Authority has agreed to the said request of the Bidder / Consortium and has accordingly agreed to enter into this Master Service Agreement with the Vendor for execution of the Project Implementation of the QR Code based Track & Trace System for Liquor supply across the State of Punjab On BOOT basis, subject to and on the terms and conditions set forth hereinafter.
- F. The Vendor has in pursuance of the terms set forth therein in the Letter of Intent/Award as referred above, has submitted its Performance Security in form of an irrevocable and unconditional Bank Guarantee bearing No. _____ for a sum equivalent to Rs. _____/- (Rupees _____ only) from _____ Bank dated _____ for performance of its obligations during the Agreement Period, in favour of the Department of Excise, Government of Punjab.
- NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as under:

1. Definitions:

"Master Service Agreement" or "Agreement" means this (MSA) to be signed between the Vendor and the Department including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications in the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations. In case of conflict, the interpretation most favorable to the Department shall prevail.

For the avoidance of doubt, the term "Agreements" shall collectively mean the Master Service Agreement and Service Level Agreement along with all the annexures, attachments and the documents appended thereto.

"Business Hours" means operating hours as fixed by the Department of Excise, Government of Punjab from time to time.

"Consideration" means the amount to be paid to the Vendor for providing the solution, in accordance with the payment terms subject to the fulfilment of Service Level Metrics prescribed in the Service Level Agreement (SLA), based on the monthly Invoices raised by the Vendor.

"Contract" is used synonymously with Agreement.

"Confidential Information" means all information including department data (whether in written, oral, electronic or other format) which relates to the technical, financial and business affairs, which is disclosed to or otherwise learned by the Bidder in the course of or in connection with this RFP and the Agreement (including without limitation such information received during negotiations, location visits and meetings in connection with this RFP and the Agreement).

"Deliverables" means the products, infrastructure and services agreed to be delivered by the Vendor in pursuance of the Agreement as defined more elaborately in this RFP, implementation and the maintenance phases and includes all documents related to the user manual, technical manual, design, process and operating manuals, service mechanisms, policies and guidelines (such as security related, data migration related), inter alia payment and/or process related etc., source code and all its modifications.

"Default Notice" shall mean the written notice of Default of the Agreement issued by one Party to the

other.

"Department" means the Department of Excise, Government of Punjab.

"Department Data" means all data generated, processed, stored, transmitted, or collected through the System. All such data shall be the sole property of the Department.

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Contract and includes collusive practice among Bidders (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the Department and eventually Government of Punjab of the benefits of free and open competition.

"Good Industry Practice" shall mean the exercise of that degree of skill, diligence and prudence which would reasonably and ordinarily be expected from a reasonably skilled and experienced Vendor engaged in the same type of undertaking under the same or similar circumstances.

"Government" means the Government of Punjab.

"Installation" shall mean installation of supplied hardware (If any), system software, software and associated accessories, implementation and integration to achieve functional objectives defined in the RFP.

"Implementation Period" shall mean the period from the date of issuance of Letter of Intent/Award and up to the issuance of Final Acceptance Certificate for the Project.

"Intellectual Property" means all patents, trademarks, service marks, logos, get-up, trade names, internet domain names, rights in designs, blue prints, programs and manuals, drawings, copyright (including rights in computer software), database rights, semi-conductor, topography rights, utility models, rights in know-how and other intellectual property rights, in each case whether registered or unregistered and including applications for registration, and all rights or forms of protection having equivalent or similar effect anywhere in the world.

"Lead Member of Consortium" shall be the bidding entity or, in case of a Bidding Consortium, a Member Firm/Company that is in-charge of the Project and meets the requirements set forth as mentioned in this RFP. For this Project, the firm/company providing Track and Trace Software solution shall be the Lead Member of Consortium.

"Law" shall mean any Act, notification, bye law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/or the Government of Punjab or any other Government or regulatory authority or political subdivision of government agency.

"Member of Consortium" means each entity in the bidding consortium shall be referred to as a Member of Consortium.

"LOA" / "Letter of Acceptance" would mean the letter issued by _____ awarding the Project to the Vendor, vide its letter no. _____ dated _____. For avoidance of doubt, any reference to the term "Work Order" as may be referred in RFP/Corrigendum shall mean "Letter of Acceptance (LoA).

"Material Breach" means a breach by either Party (Department or Vendor) of any of its obligations under this Agreement that has or is likely to have an Adverse Effect on the Project that such Party shall have failed to cure.

"Personnel" means persons hired by the Bidder as employees and assigned to the performance of the infrastructure solution or any part thereof.

"Project" implementation of QR Code based Track & Trace system for liquor supply across the state of Punjab on BOOT basis for Government of Punjab.

"Project Implementation" means project implementation as per the testing standards and acceptance criteria prescribed by client or its nominated agencies.

"Project Plan" means the document to be developed by the Vendor and approved by Department, based on the requirements of the Agreement. The Project Plan may be changed/ modified during the course of the Project. Should the Project Plan conflict with the provisions of the Contract in any way, the relevant provisions of the Contract, including any amendments, shall prevail.

"Period of Agreement" means 3 (three) years from the date of commencement of operations (Go-Live date of Track & Trace System) and further extendable for a period of One year on mutual consent of the Excise Department and the Vendor.

"Parties" means Department and the Vendor for the purposes of this Agreement and "Party shall be interpreted accordingly.

"Successful Bidder" means the Bidder whose bid to perform the Contract has been accepted by tender committee and is named as such in the Letter of Intent/Award.

"Services" means the work to be performed by the Vendor pursuant to this Agreement, as described in the detailed Scope of Work.

"Software Application" means the application designed, developed / customized, tested and deployed by the Bidder for the purposes of the Project and includes the source code along with associated documentation, which is the work product of the development efforts involved in the Project and the improvements and enhancements effected during the term of the Project, but does not include the proprietary software components and tools deployed by the Bidder.

"Stakeholder" shall mean all Distilleries/Bottling Plants/Importers of liquor (L1-Import)/Breweries/Wholesalers (L1)/Retailers and the Department - all the entities which shall be involved in the entire process of Track and Trace.

"Private Stakeholders" shall Distilleries/Bottling Plants/Importers of liquor (L1-Import)/Breweries/Wholesalers/Retailers etc. but not Department which is a Government entity.

"Successful Implementation/Go-Live" will mean:

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- i. Successful deployment, commissioning and UAT of the QR CODE based Track and Trace System (web based & Mobile Applications) implemented during the phase.
- ii. Procurement, deployment and commissioning of the hardware at Excise offices/helpdesk/demo stations by the Vendor and procurement of the same by manufactories and wholesale locations required supporting the functioning of modules of that phase by private stakeholders of Project themselves.
- iii. Successful establishment and integration of network connectivity services at all locations of stakeholders.
- iv. Successful Data integration with existing modules of the Department.
- v. Achievement of the Service Levels as expected during all phases.
- vi. Acceptance/sign off from Department of Excise and Taxation or its constituted committees or representatives.
- vii. Training and capacity building for all stakeholders.

"Service Level" means the level of service and other performance criteria, which will apply to the Services delivered by the Vendor.

"Service Level Agreement" / "SLA" means this Service Level Agreement through which the performance of the Vendor shall be measured by Authority or its authorized representatives during the Project execution duration which is executed between the Department and the Vendor on the date _____.

"Termination Notice" means the written notice of termination of the Agreement issued by the Department.

"User Acceptance Test (UAT) Document" means a document, which defines procedures for testing the functioning of installed system. The document will be finalized with the contractor within 7 days of issuance of the Letter of Acceptance.

"Uptime" means the time period when specified services are available with specified technical and service standards as mentioned in Service Level Agreement.

"Percentage % Uptime" means ratio of 'up time' (in seconds) as mentioned in Service Level Agreement.

"Quoted Project Cost" or "Total Quoted Cost" means the quoted cost per Piece in Rupees as per the Financial Bid multiplied by the 234 Crore Pieces of labels, (as estimated number of Pieces of labels for 3 years subject to variation of + (plus) 10% or – (minus) 10%. Alternatively, "Contract Price" may also be used interchangeably for "Quoted Project Cost".

"Vendor" means the Successful Bidder who has successfully been awarded by the Agreement (MSA+SLA) for execution of the Project.

1.2 Interpretation:

This MSA or the Agreement, along with its Annexures and all other agreements and documents forming part of or referred to in this agreement shall be read in conjunction with the Service Level Agreement executed on _____ by the Department with the Vendor.

For the avoidance of doubt, this Master Service Agreement shall include its annexures as referred herein below.

- a. Performance Security
- b. Acceptance Copy of Letter of Acceptance (LOA)
- c. Consortium Agreement (if any)
- d. Power of Attorney for Signatory of the Agreement on behalf of Vendor
- e. Timelines for Implementation

2. Performance Security

The Vendor has provided a Performance Security (the "Performance Security") in the form of _____ of Rs. _____/- (Rupees _____ Only) as set out in the Letter of Intent/Award referred in the Recital (D) of this Agreement. The Performance Security should be valid till successful completion of the project from the date of issuance of LoA, and may be extended at the discretion of the Department.

3. Indemnity

- a) The Vendor shall indemnify the Department and its officers, servants, agents, Government Instrumentalities and Department owned and/or controlled entities/enterprises (the "Department Indemnified Persons") from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind howsoever suffered, arising or incurred inter alia during and after the Period of Agreement out of:
- b) Any negligence or wrongful act or omission by the Vendor or the Vendor's Team or any third party associated with Vendor in connection with or incidental to this Contract; or
- c) Any breach of any of the terms of the Vendor's Bid as agreed, the Tender Document and this Contract or any related agreement by the Vendor, its Team or any of its third party.
- d) Any infringement of patent, trademark/copyright or industrial design/process rights arising from the use of the supplied Goods and related Services or any part thereof.

The Vendor shall also fully indemnify, hold harmless and defend the Department Indemnified Persons against any and all suits, proceedings, actions, claims, demands, liabilities and damages, privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, and movable or immovable as mentioned in any Intellectual Property Rights, licenses

and permits arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process, used by the Successful Bidder/Vendor or by the Successful Bidder/Vendor's Team or contractors in performing Successful Bidder/Vendor obligations or in any way incorporated in or related to the Project.

The Vendor shall fully indemnify, hold harmless and defend Department and Department Indemnified Persons from and against any and all loss and/or damages arising out of or with respect to:

- (a) failure of the Vendor to comply with Applicable Laws and Applicable Permits;
- (b) payment of taxes required to be made by the Vendor in respect of the income or other taxes of the Successful Bidder/Vendor's contractors, suppliers and representatives; or
- (c) non-payment of amounts due as a result of materials or services furnished to the Vendor or any of its contractors which are payable by the Successful Bidder/Vendor or any of its contractors.
- (d) payment of salaries/wages to the personnel employed/posted/deputed for the execution of the Project or performance of the services related to the Project.

Vendor shall indemnify the Department against all losses including consequential, indirect, and business interruption losses. This indemnity shall survive termination or expiry of the Agreement for a period of five (5) years.

4. Time is of The Essence

Time shall be of the essence in respect of any date or period specified in this Contract or any notice, demand or other communication served under or pursuant to any provision of this Contract and in particular in respect of the completion of the activities by the Vendor by the specified completion date. Any delay in the completion of the work described shall constitute a material breach of this Contract.

5. Conflict of Interest

The Vendor shall disclose to the Department in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor or the Vendor's Team) in the course of performing the Services as soon as practical after it becomes aware of that conflict.

Neither the Vendor nor its sub-Contractor(s) nor the Personnel of either of them shall engage, either directly or indirectly, in any of the following activities:

- 1) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to under this Agreement;
- 2) After the termination of this Agreement, such other activities as may be specified in the Agreement;
or
- 3) At any time, such other activities as have been specified in the RFP as Conflict.

6. Publicity

The Vendor/Vendor's Team shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the Department first gives the Vendor its written consent/permission.

7. Bankruptcy

If the Vendor becomes bankrupt or have a receiving order made against him or compound with his creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on their business under a receiver for the benefit of their creditors or any of them, the Department shall be at liberty to terminate the Contract forthwith without any notice in writing to the Vendor or to the liquidator or receiver or to any person in whom the Vendor may become vested and without any compensation to give such liquidator or receiver or other person the option of carrying out the engagement subject to their providing a guarantee for the due and faithful performance of the engagement up to an amount to be determined by the Department.

8. Insurance

- i. Any Goods supplied under this Agreement shall be fully insured by the Vendor, against any loss or damage, till the Acceptance of the System, the Vendor shall submit to the Department, Documentary evidence issued by the insurance company, conforming that necessary insurance has been taken.
- ii. Except in case of Third Party liabilities, the insurance policies so procured shall mention the Department as the beneficiary and the Vendor shall procure an undertaking from the insurance company to this effect; provided that in the event the Vendor has a general insurance policy that covers the risks specified in this Agreement and the amount of insurance cover is equivalent to 3 (three) times the cover required hereunder, such insurance policy may not mention the Department as the sole beneficiary or require an undertaking to that effect.
- iii. The Vendor shall bear all the statutory levies like customs, insurance, freight, etc. applicable on the Goods during their shipment from respective manufacturing/shipment site of the Original Equipment Manufacturer (OEM) to the port of landing.
- iv. All charges like transportation charges, octroi, etc. that may be applicable till the Goods are delivered at the respective site of installation shall also be borne by the Vendor.
- v. The Vendor during the term of this Contract:
 - a. shall take out and maintain, at his own cost but on terms and conditions approved by the Department, insurance with financially sound and reputed Insurance Company authorized by Insurance Regulatory and Development Authority of India (IRDAI) against the risks, and for the coverage, as specified below:
 - b. shall pay all premia in relation thereto and shall ensure that nothing is done to make such insurance policies void or voidable

- c. shall provide evidence of insurance policy to the Department showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.
- vi. Department's liability and workers' compensation insurance in respect of the Personnel of the Vendor/ Vendor's Team, in accordance with the relevant provisions of the Applicable Law, as well as, with respect to such Personnel, any such life, health, accident, travel or other insurance as may be appropriate; and
- vii. Insurance against loss of or damage to (i) equipment or assets procured or developed in whole or in part for fulfilment of obligations under this Contract (ii) the Vendor's assets and property used in the performance of the Services, and (iii) any documents prepared by the Vendor in the performance of the Services. Failure to maintain insurance shall not limit Vendor's liability; Vendor shall remain personally liable for all uninsured losses
- viii. any other insurance reasonable and deemed necessary to the Vendor to cover the risk associated for successful execution of its obligations and this Project or as instructed by the Department, if any.

9. Payment Terms

The payment to the Vendor shall be made by the respective private stakeholders against monthly invoice raised by the Vendor on them, on the basis of the rate quoted in Financial Bid submitted by the Vendor and agreed and accepted by the Department vide the Letter of Award (Annexed herewith), after scrutiny of the invoice based on actual number of Pieces of labels generated by the Vendor and supplied to the respective Private Stakeholders. The respective Stakeholders would be required to make payments to the Vendor within a period of 20 days from the raising of invoice.

10. Warranty

Warranty period of all deliverable Hardware & Software (including licenses) items is 4 (four) years from the final acceptance from the Department. The Vendor/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The Vendor would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The Vendor shall not, without the express prior written consent of the Department, assign to any third party of the contract or part thereof. Service support for the entire warranty period (4 (four) years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.

The Vendor should provide warranty of all supplied hardware under this tender for 4 (four) years from the date of installation/ acceptance by the customer. The Vendor should also provide warranty/ warranty support for all software procured for 4 (four) years from the date of Go- Live of the application.

The system implementation support provided by the Vendor and hand-holding would be for a period of 4 (four) years from the date of Go-Live of the application. During this period, Vendor should give necessary knowledge transition to the Department's nominated personnel and get a signoff from the nodal officer of the Department.

11. Warranty Support

The equipment supplied will be warranted against bad workmanship and manufacturing defects, as mentioned in Bill of Material, from the dated of acceptance of the system whole or part. Service support for the entire warranty period will be on site and comprehensive (including spares and all software support) and free of cost for the entire warranty period. As part of the warranty services, the Vendor shall provide:

A comprehensive on-site services, warranty services for 4 (four) years from the date of commissioning for all software & hardware (if any). The Vendor shall obtain the 4 (four) years product warranty and on-site free services warranty from OEM on all licensed software, networking equipment and other equipment for providing warranty support to the Department at their own cost. Documentary proof from OEM should be submitted after commissioning of hardware/ software.

The supplier shall provide the comprehensive manufacturer's warranty and support in respect of proper design, quality of software & workmanship of all hardware, equipment, accessories etc. covered by the RFP and the Agreement. The Vendor must warrant all software, hardware, equipment, accessories, spare parts etc. procured and implemented as per this Agreement against any manufacturing defects during the warranty period.

The Vendor shall provide the performance warranty in respect of performance of the installed hardware and software to meet the performance requirements and service levels in the RFP and the Agreement.

It shall be the responsibility of the Vendor for sizing and procuring the necessary hardware and software licenses as per the performance requirements provided in the RFP and the Agreement. During the warranty period the Vendor shall replace or augment or procure higher-level new equipment or additional licenses at no additional cost to the Department in case the procured hardware or software is not adequate to meet the service levels.

12. Grafts, commissions, gifts, etc.

It is the Department's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Department shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Department resulting from any cancellation. The Department shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract. Department may immediately terminate this Agreement upon detection of any unethical practice without liability. The Vendor shall bear all consequences of non-compliance, including penalties imposed on the Department due to Vendor's acts or omissions.

13. Enforcement of Terms

The failure of either Party to enforce at any time any of the provision of this Contract or any rights in respect thereto or to exercise an option here in provided shall in no way be construed to be a waiver to such

provisions, rights or options or in any way to affect the validity of the Contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either Party from exercising the same or any other right it may have hereunder.

14. Compliance with Law

The Vendor hereto agrees that it shall comply with all applicable union, state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required.

The Vendor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labour legislation.

15. Exit Management

15.1 Purpose

- a) This sets out the provisions, which will apply on expiry or termination of the Agreement, the Project Implementation, Operation and Management Service Level Agreement.
- b) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
- c) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
- d) The Vendor shall provide all credentials, source code, licenses, databases and technical materials, regardless of ownership disputes.

15.2 Plan

- i. The Vendor shall provide the Department or its nominated agency with a recommended exit management plan ("**Exit Management Plan**") which shall deal with at least the following aspects of exit management in relation to the agreement as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
 - A detailed program of the transfer process that could be used in conjunction with a replaced Vendor including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - Plans for the communication with such of the Vendor's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the Department's operations as a result of undertaking the transfer;

- proposed arrangements for the segregation of the Vendor's networks from the networks deployed by the Department and identification of specific security tasks necessary at termination (if applicable);
 - Plans for provision of contingent support to the Department and replaced Vendor for a reasonable period after transfer.
 - The Vendor shall re-draft the Exit Management Plan annually to ensure that it is kept relevant and up to date.
- ii. Each Exit Management Plan shall be presented by the Vendor to and approved by the Department or its nominated agencies.
 - iii. The terms of payment as stated in the Terms of Payment Schedule include the costs of the Vendor complying with its obligations under this Schedule.
 - iv. In the event of termination or expiry of agreement, and Project Implementation, each Party shall comply with the Exit Management Plan.
 - v. During the exit management period, the Vendor shall use its best efforts to deliver the services.
 - vi. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
 - vii. This Exit Management plan shall be furnished in writing to the Department or its nominated agencies within 90 days from the Effective Date of this Agreement.

16. Transfer of Assets

- a. The Department shall be entitled to serve notice in writing on the Vendor at any time during the exit management period as detailed hereinabove requiring the Vendor and/or its sub-contractors to provide the Department with a complete and up to date list of the Assets within 30 (thirty) days of such notice. The department shall then be entitled to serve notice in writing on the Vendor at any time prior to the date that is 30 (thirty) days prior to the end of the exit management period requiring the Vendor to sell the assets, if any, to be transferred to the Excise department or its nominated agencies at book value as determined as of the date of such notice in accordance with the provisions of relevant laws.
- b. In case of contract being terminated by the Department, it reserves the right to ask the Vendor to continue running the project operations for a period of six months after termination orders are issued.
- c. Upon service of a notice under this Article the following provisions shall apply: -

In the event, if the assets to be transferred are mortgaged to any financial institutions by the Vendor shall ensure that all such liens and liabilities have been cleared beyond doubt, prior to such transfer.

All documents regarding the discharge of such lien and liabilities shall be furnished to the Department.

- i. All risk in and title to the assets to be transferred / to be purchased by the Department pursuant to this Clause shall be transferred to Department, on the last day of the exit management period.
- ii. The Department shall pay to the Vendor on the last day of the exit management period such sum representing the Net Block (procurement price less depreciation as per provisions of Companies Act) of the Assets to be transferred as stated in the Terms of Payment Schedule.
- iii. Payment to the outgoing Vendor shall be made to the tune of last set of completed services/deliverables, subject to Service Level Agreement requirements.
- iv. The outgoing Vendor will pass on to the Department and/or to the replaced Vendor, the subsisting rights in any leased properties/ licensed products on terms not less favourable to the Department replaced Vendor, than that enjoyed by the outgoing Vendor.

17. Cooperation and Provision of Information

During the Exit Management Period

- i. The Vendor will allow department the access to information reasonably required to define the then current mode of operation associated with the provision of the services to enable the Department to assess the existing services being delivered;
- ii. Promptly on reasonable request by the Department, the Vendor shall provide access to and copies of all information held or controlled by them that they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the Vendor or sub-contractors appointed by the Vendor). The Department shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The Vendor shall permit the department or its nominated agencies to have reasonable access to its employees and facilities as reasonably required by the Department to understand the methods of delivery of the services employed by the Vendor and to assist appropriate knowledge transfer.

18. Ownership of Data, Confidentiality of Information and Data Security

A. During the Implementation and Operation of the Project:

- i. During the implementation and operation of the Project the Vendor may come across with such information which is directly or indirectly related to & private to the Department and/or the Stakeholders of this Project including their operations and other aspects, the leakage or disclosure of which may lead to a competitive disadvantage to such Stakeholders or may result in reduction of revenues to the Department or any competitive advantage to the recipient of such private information of Stakeholders.
- ii. During the operation of the Project, the Vendor shall arrange to provide periodical analytical reports regarding the whole supply chain as per the mutually agreed frequency of time and format for providing such reports to the Department.

- iii. The Vendor shall share the data frequently with the Department. Such a frequency shall be decided during the course of implementation of the project.
- iv. **Ownership of Data:** For the avoidance of doubt, the ownership of such data or information shall always lie with the Department or such Stakeholders as the case maybe and the Vendor take all necessary steps including technical intervention to ensure that such data / information are kept confidential and not leaked to any party not related to such data/information.

B. At the time of Exit:

- i. The Vendor will promptly, on the commencement of the exit management period supply to the Department or its nominated agency the following:
 - Information relating to the current services rendered to the Department and performance data relating to sub-vendors in relation to the services;
 - Documentation relating to Project's Intellectual Property Rights;
 - Documentation relating to consortium partners;
 - All current and updated data as is reasonably required for purposes of the Department or its nominated agencies transitioning the services to its Replaced Vendor in a readily available format nominated by the Department, its nominated agency;
 - All other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable the Department or its nominated agencies, or its replaced Vendor to carry out due diligence in order to transition the provision of the Services to the Department or its nominated agencies, or its replaced Vendor (as the case may be).
 - ii. Before the expiry of the exit management period, the Vendor shall deliver to the Department or its nominated agency all new or up-dated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the Vendor shall be permitted to retain one copy of such materials for archival purposes only.
 - iii. Before the expiry of the exit management period, unless otherwise provided under the agreement, the Department or its nominated agency shall deliver to the Vendor all forms of Vendor confidential information, which is in the possession or control of the Department.
 - iv. Pursuant to the expiry of the Exit Management Period, the Vendor shall at no time disclose such material as set forth at clause 18 (B) (i) above or such other confidential information that can hamper the effectiveness of the security of this QR Code based Track and Trace System, with any other person.
- C. The Vendor at the time of commencement and during the operations of the Project /pendency of this Agreement shall in writing, request the Department or the Stakeholders for information which is deemed as confidential in nature by the Department or the Stakeholders but maybe required for the implementation and/ or operation of the Project, with ensurance of preserving the confidentiality of such

information; and the Department / Stakeholders as the case maybe, shall accordingly make available the requisite information to the Vendor only upon receipt of such written request.

19. Transfer of Certain Agreements

On request by the Department or its nominated agency the Vendor shall affect such assignments, transfers, licenses and sub-licenses as the Department may require and which are related to the services and reasonably necessary for the carrying out of replacement services by the Department or its nominated agency or its replaced Vendor. The Vendor shall not dispose of, relocate, or alter any project asset without written permission.

20. Right to Access to Premises

- i. At any time during the Exit Management period, where Assets are located at the Vendor's premises, the Vendor will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) the Department or its nominated agency and/or any replaced Vendor in order to make an inventory of the Assets.
- ii. The Vendor shall also give the Department or its nominated agency, or any replaced Vendor right of reasonable access to the Implementation Partner's premises and shall procure the Department or its nominated agency and any replaced Vendor rights of access to relevant third party premises during the Exit Management period and for such period of time following termination or expiry of the agreement as is reasonably necessary to migrate the services to the Department or its nominated agency, or its replaced Vendor.

21. General Obligations of the Vendor

- i. The Vendor shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the Department or its nominated agency or its replaced Vendor and which the Vendor has in its possession or control at any time during the exit management period.
- ii. For the purposes of this exit management schedule, anything in the possession or control of any Vendor, associated entity or sub-contractor is deemed to be in the possession or control of the Vendor.
- iii. The Vendor shall commit adequate resources to comply with its obligations under this exit management schedule.

22. General Obligations of the Authority

- a) Provide access to the Successful Bidder to the various supply chain nodes that need to be covered under the Track and Trace System.
- b) Provide functional inputs and sign-offs on the various deliverables including design of the QR Code, processes to be followed for the Track and Trace development.
- c) Provide functional inputs and sign-offs for the Track and Trace implementation during the

development.

- d) Provide office space at the head office or camp office for the establishment of a helpdesk and monitoring center along with electricity.
- e) Issuing instructions to the various Stakeholders i.e. Distilleries, Bottling Plants, Breweries, Wholesale and Importers to procure the infrastructure and equipments as suggested by the Successful Bidder/Vendor.
- f) Provide access to the Successful Bidder/Vendor to the legacy systems in order to develop integration process such as APIs.
- g) Select the Third-Party Auditor for the system audit.

23. Liquidated Damages

In the event of failure to complete the Project as per stipulated timeline, liquidated damage shall be imposed on the Vendor for a minimum amount not less than INR 1,00,000/- (Rupees One Lakh) per day or part thereof, subject to a ceiling of INR 1,00,00,000/- (Rupees One Crore) (the '**Liquidated Damages**'). In the event of liquidated damage exceeds INR 1,00,00,000/- (Rupees One Crore), Excise Department reserves the right to terminate this contract with the Vendor and Department will get the job completed by any other competent party. The difference of cost incurred by Department will be recovered from the Vendor.. Liquidated Damages shall apply cumulatively and shall not be considered as full and final settlement of any breach.

24. Suspension of Work

The Department shall, at any point of time, by giving a written notice to the Vendor suspend the progress of the work or any part thereof, if the Vendor fails to perform any of its obligations under the Contract and the Department has adequate reasons to do that. The notice of suspension shall specify the nature of the failure. Upon receipt of such notice, the Vendor shall forthwith suspend further progress of the work till a written communication is received from the Department. The Vendor shall re-commence work only when he has been directed to do so by the Department in writing. The time lost during such suspension shall, if the Department deems it reasonable, but not otherwise attributable to the Vendor, be added to the time allowed for Project completion.

25. Liability

In case of a default on the Vendor's part or other liability, the Department shall be entitled to recover damages from the Vendor. In each such instance, regardless of the basis on which the Department is entitled to claim damages from the Vendor (including fundamental breach, negligence, misrepresentation, or other contract or tort claim), Vendor shall be liable for not more than: -

- The payment referred to in the patents and copyrights clause.
- The liability for bodily injury (including death) or damage to real property and tangible personal property limited to that cause by the Vendor's negligence.

Further, any other actual damage arising in any situation involving non-performance by Vendor pursuant to or in any way related to the subject of this Agreement, the charge paid by the Department for the individual product or service that is the subject of the claim. However, the Vendor shall not be liable for: -

- For any indirect, consequential loss or damage, lost profits, third party loss or damage to property or loss of or damage to data.
- For any direct loss or damage that exceeds the total payment for Contract Price made or expected to be made to the Vendor here under.

26. Patents & Copyright

Without limiting the generality of the provisions of the Agreement, Successful Bidder/Vendor shall fully indemnify, hold harmless and defend Excise Department or its indemnified persons from and against any and all suits, proceedings, actions, claims, demands, liabilities and damages which Excise Department or its indemnified persons may hereafter suffer, or pay by reason of any demands, claims, suits or proceedings arising out of claims of infringement of any domestic or foreign patent rights, copyrights or other intellectual property, proprietary or confidentiality rights with respect to any materials, information, design or process used by the Successful Bidder/Vendor or by the Successful Bidder/Vendor's contractor in performing the Successful Bidder/Vendor's obligations or in any way incorporated in or related to the Project.

If in any such suit, action, claim or proceedings, a temporary restraint order or preliminary injunction is granted, the Successful Bidder/Vendor shall make every reasonable effort, by giving a satisfactory bond or otherwise, to secure the revocation or suspension of the injunction or restraint order. If, in any such suit, action, claim or proceedings, the Project, or any part thereof or comprised therein, is held to constitute an infringement and its use is permanently enjoined, the Successful Bidder/Vendor shall promptly make every reasonable effort to secure for Excise Department a licence, at no cost to Excise Department, authorising continued use of the infringing work/process/material/design/information. If the Successful Bidder/Vendor is unable to secure such licence within a reasonable time, the Successful Bidder/Vendor shall, at its own expense, and without impairing the Specifications and Standards, either replace the affected work, or part, or process thereof with non-infringing work/process/material/design or part or process, or modify the same so that it becomes non-infringing.

27. Governing Laws

This Agreement shall be governed by and interpreted in accordance with Laws in force in India. The courts at Mohali (Punjab) shall have exclusive jurisdiction in all matters arising under the Contract. The Vendor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Vendor shall at his own expense, obtain all necessary permits and licensed and pay all fees and taxes required under applicable law for successful execution of the Project. These shall entirely be Vendor's obligation regarding any claim of infringement.

28. Workmen's Compensation

In every case in which by virtue of the provision of the Workmen's Compensation Act, 1923 or its amendment thereof or any other relevant acts and rules, compensation to a workmen employed by the Vendor, is payable, then this should be done by the Vendor. If the Department is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice from the bills and dues of the Vendor. The Department shall not be bound to contest any claim made against the Vendor in respect of workmen's compensation.

29. Vendor's Employees

The Vendor shall comply with the provision of all labour legislation including the requirement of the Payment of Wages Act, 1936 and the rules framed there under and modifications thereof in respect of men employed by him in carrying out the contract. The Vendor must ensure that the vendor complies with Provident Fund (PF), Employees State Insurance (ESI) regulation for all his deployed employees. The Vendor shall also see that all authorized sub-vendors, if any, under him similarly comply with the above requirement.

30. Safety Measures

The Vendor shall in the course of execution of the Project work take all necessary precaution for the protection of all persons and property. The Vendor shall take adequate measures to protect the work and likely accident during the work. In the event of any accident to any person or persons or damage or injury of any description to any person or property due to failure on the part of the Vendor in taking proper precautionary measures, the Vendor shall be responsible for and must make good the loss of the damage at his own cost to the satisfaction of the Department and employees of the Department shall be indemnified from all claims or liabilities arising therefrom or any expenses incurred on account thereof.

31. Equipment

All hardware (desktops, printers & HHTs etc.) and its connectivity which will be required at distillery/manufactory, breweries, distributor/wholesalers, L1 level shall be procured by the distilleries/manufactories, breweries and distributor/wholesaler, L1 itself in a manner prescribed in this RFP. The equipment including all software used by the Vendor for a particular work must be appropriate for the type of the work. The Vendor shall maintain the equipment/software used for the work properly so that they remain in good working condition. In no case shall the Vendor use defective or imperfect equipment in the work. The Vendor shall arrange to replace or repair all defective equipment/software so that the progress of the work is not hampered. No defective equipment/software should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipment's during the course of the execution of the work.

32. Force Majeure

- a) For the purposes of this agreement, Force Majeure or Force Majeure Event means an event which is beyond the reasonable control of a Party and which makes a party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances and includes but is not limited to act of God, war, riots, civil disorder, earthquake, fire, explosion, pandemic (including but not limited to Covid-19), quarantines, storm, flood, landslide, cyclone, volcanic eruption, chemical or radioactive contamination or ionizing radiation, fire or explosion (to the

extent of contamination or radiation or fire or explosion originating from a source external to the site) or other adverse conditions, pandemic, strikes, lockout or other industrial action (except where such strikes, lock out or other industrial action are within the power of the party invoking Force Majeure to prevent), confiscation or any other action by Government agencies any judgment or order of any court of competent jurisdiction or statutory authority made against the Vendor in any proceedings for reasons other than (i) failure of the Vendor to comply with any applicable law or applicable permit, or (ii) on account of breach of any applicable law or applicable permit or of any contract, or (iii) enforcement of this Contract, or (iv) exercise of any of its rights under this Contract by Department;

- b) Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Bid and/or the Tender Document. It shall also not include any default on the part of a Party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.
- c) The failure or occurrence of a delay in performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred.
- d) In such an event, the affected party as soon as reasonably practicable by notice shall inform the other party in writing within 05 (five) days of the occurrence of such event. Any notice pursuant hereto shall include full particulars of:
 - (i) the nature and extent of each Force Majeure Event which is the subject of any claim for relief under with evidence in support thereof;
 - (ii) the estimated duration and the effect or probable effect which such Force Majeure Event is having or will have on the affected Party's performance of its obligations under this Contract;
 - (iii) the measures which the affected Party is taking or proposes to take for alleviating the impact of such Force Majeure Event; and
 - (iv) any other information relevant to the affected Party's claim.
- e) The Department will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Vendor / Vendor's Team in performing any obligation as is necessary and proper, to negate the damage due to projected Force Majeure events or to mitigate the damage that may be caused due to the abovementioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.
- f) In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of Service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.
- g) if any Force Majeure Event occurs, the term of the Contract may be extended by a period equal in length to the duration for which such Force Majeure Event subsists or as seems reasonable by the Department

at its discretion.

33. Termination

A. Events of Default by Successful Bidder

Save as otherwise provided in the Agreement, in the event that any of the events specified below shall have occurred against the below-mentioned provisions of the RFP and other applicable provisions under the RFP, the Agreement or any document forming part thereof, the Vendor shall be deemed to be in default of the Contract (the “**Events of Default by Vendor**”), unless such default has occurred solely as a result of any breach of this Agreement by the Department or due to a Force Majeure Event:

- (i) Failure to achieve implementation milestones, commissioning timelines, Go-Live requirements or delivery schedules as stipulated under Clause 2.16, Chapter 9 of the RFP;
- (ii) Failure to maintain, renew or replenish Performance Security as required under Clause 2.40 of the RFP;
- (iii) Failure to comply with Liquidated Damages obligations of this Agreement under Clause 23, or suspension of work under Clause 24 on account of persistent non-performance or service deficiencies;
- (iv) Failure to comply with Bankruptcy obligations under Clause 7 of this Agreement and the Vendor (any Member in case of Consortium) becomes bankrupt or insolvent or have a receiving order made against it or compound with its creditors or being a corporation commence to be wound up, not being a voluntary winding up for the purpose only or amalgamation or reconstruction, or carry on its business under a receiver for the benefit of its creditors or the happening of any such events that are adverse to the commercial or operational viability of the Vendor (any Member in case of Consortium);
- (v) Failure to comply with obligations related to Corrupt or Fraudulent Practices under Clause 2.61 of the RFP and the Vendor engages in any corrupt, fraudulent, collusive or unethical practices;
- (vi) Failure to comply with applicable laws, rules, regulations or Government directions under Clause 14 of this Agreement;
- (vii) Failure to comply with Service Level Agreement obligations including uptime, availability, response time, performance standards and service continuity requirements under Annexure 16 of the RFP;
- (viii) Failure to comply with confidentiality, data protection, cyber security or information security obligations including any unauthorized access, data breach, system compromise or violation of applicable statutory or regulatory requirements;
- (ix) Submission of false, misleading or suppressed information or documents at any stage of bidding or Contract Period;
- (x) Failure to comply with the obligations related to any change in the ownership, control, Consortium composition, or key management of the Vendor without the prior written approval of the Department;
- (xi) Failure to perform, observe or comply with any material obligation, covenant, undertaking or commitment;
- (xii) Any act, omission or conduct of the Vendor which results in or is likely to result in financial loss, revenue leakage, reputational damage, regulatory exposure or material adverse effect on the Department, the Project, Government interests or public confidence; and
- (xiii) Any act, omission or conduct which, in the opinion of the Department, adversely affects public interest, system integrity, data security, operational continuity or lawful functioning of the Excise administration.

B. Cure Period

Except in cases of the default of a fundamental nature including but not limited to fraud, corruption, wilful misconduct, insolvency, bankruptcy, or matters affecting national interest where no cure period to be entitled, the Vendor shall be entitled to a cure period of thirty (30) days from receipt of written notice

specifying the Event of Default.

If the default is incapable of cure within 30 (thirty) days, the Department may issue a Termination Notice, and this Agreement shall stand terminated 30 (thirty) days after the date of such Termination Notice.

34. Consequences of Termination

Upon Termination of the Vendor due to Event of Default by Vendor, the Department shall, without prejudice to any other rights or remedies available under law or this Agreement, be entitled to:

- (i) impose Exit Management obligations on the Vendor as specified under the RFP;
- (ii) impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Project which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow and provide all such assistance to the Department and/or the successor agency, as may be required, to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of this Agreement, for the remaining period of this Agreement;
- (iii) exercise step-in rights and appoint a successor agency at the risk and cost of the Vendor;
- (iv) release termination payments, except any termination compensation, loss of profit or future revenues, demobilisation costs, to the Vendor through concerned Stakeholders as agreed mutually by Department, Stakeholders and Vendor for those Goods that have been satisfactorily installed and commissioned and for that part of the Services which have been authorized by the Department and satisfactorily performed by the Vendor up to the date of Termination Notice;
- (v) retain and/or recover such amounts from the payment due and payable by the Department/Stakeholders to the Vendor as may be required to offset any losses, damages, costs and expenses incurred to the Department as a result of the Termination or due to any act/omissions of the Vendor;
- (vi) invoke or encash Performance Security and other guarantees hereunder and pursue such other rights and/or remedies that may be available to the Department under law.

Termination pursuant to Events of Default shall be without prejudice to any accrued rights, liabilities, indemnities or survival obligations of the Department.

35. Dispute Resolution

35.1 Dispute Resolution

- 35.1.1 Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Project (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the “**Dispute**”) shall, in the first instance, be attempted to be resolved amicably.
- 35.1.2 The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

35.2 Adjudication

- 35.2.1 Any Dispute which is not resolved amicably as provided in Clause 35.1, shall be submitted for adjudication before Punjab Infrastructure Regulatory Authority, established under section 4 of Punjab Infrastructure (Development & Regulation) Act, 2002, in accordance with applicable law and all reference to Dispute Resolution shall be construed accordingly.
- 35.2.2 The Punjab Infrastructure Regulatory Authority shall make a reasoned award (the “Award”). Any Award made by Punjab Infrastructure Regulatory Authority pursuant to this Clause 35 shall be final and binding on the Parties as from the date it is made, and the Vendor and the Department agree and undertake to carry out such Award without delay.
- 35.2.3 The Vendor and the Department agree that an Award may be enforced against the Vendor and/or the Authority, as the case may be, and their respective assets, wherever situated.
- 35.2.4 This Agreement and the rights and obligations of the Parties shall remain in full force and effect, pending the Award in any adjudication proceedings hereunder.

35.3 Costs associated with Dispute Resolution

- 35.3.1 The cost incurred on adjudication including inter alia the cost of Regulatory Authority proceedings shall be borne by the Parties in equal proportions.
- 35.3.2 Each Party shall bear its own legal fees incurred as a result on any Dispute under this Clause 35.

35.4 Performance during Dispute

- 35.4.1 Performance of this Agreement shall continue during the settlement of any Dispute under this Clause 35. The provisions for dispute settlement shall be binding upon the successors; assigns and any trustee or receive of either the Department or the Vendor.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED For and on behalf of
THE DEPARTMENT by:

SIGNED, SEALED AND
DELIVERED For and on behalf of
THE VENDOR by:

Signature
Designation: -
Name: -

Signature
Designation: -
Name: -

Witness:
(Name and Designation)

Witness:
(Name and Designation)

ANNEXURE – 16 SERVICE LEVEL AGREEMENT

Service Level Agreement (SLA) for Implementation of QR Code based Track & Trace system for Liquor Supply across the State of Punjab on BOOT Basis

This Service Level Agreement (the “**Service Level Agreement**” or “**SLA**”) is entered into on this the ____ day of _____, 202_

BETWEEN

1. The Department of Excise & Taxation, Government of Punjab, engaged in dealing with the taxes and other related activities in Punjab incorporated, and represented by Shri/Smt _____, and having its office at Excise & Taxation Bhawan, 4th Floor, Near Mayo Hospital, Sector-69, India (hereinafter referred to as the “**Department**” which expression shall, unless repugnant to the context or meaning thereof, include its administrators, successors and assigns) of **One Part**.

AND

2. _____ having its registered office at _____ represented by Shri/Smt. _____ (on behalf of Consortium of M/s. _____ and M/s. _____ in pursuance of the Joint Bidding Agreement) (hereinafter referred to as the “**Vendor**” which expression shall, unless repugnant to the context or meaning thereof, include its successors and permitted assigns and substitutes) of the **Other Part**.

WHEREAS:

- A. The Government of Punjab had entrusted to the Authority the Implementation of QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis (the “**Project**”), in accordance with the terms and conditions to be set forth in a Service Level Agreement to be entered into.
- B. The Authority had adopted a single stage two envelope online bidding process and had accordingly invited proposals by its Request for Proposal dated *** (the “**Request for Proposal**” or “**RFP**”) for selection of the Bidder for award of the Project.
- C. The Authority had prescribed the technical and commercial terms and conditions in the RFP, and invited bids comprising technical and financial bids from the bidders for undertaking the Project.
- D. After evaluation of the bids received as per the provisions of the RFP, the Authority had technically qualified certain Bidders including, inter alia, M/s. _____ / the Consortium comprising of M/s. _____ and M/s. _____ (collectively the “**Consortium**”) with M/s. _____ as its lead member (the “**Lead Member**”) (modify as applicable) and accepted the financial bid of the Bidder / Consortium and issued its Letter of Intent/Award No. _____, Dated _____ hereinafter called the “**LoI/LoA**”) to the Bidder / Consortium requiring, inter alia, the execution of this Agreement within 08 days of the date of issue thereof.

- E. The Authority has agreed to the said request of the Bidder / Consortium and has accordingly agreed to enter into this Service Level Agreement with the Vendor for execution of the Project Implementation of the QR Code based Track & Trace System for Liquor supply across the State of Punjab on BOOT basis, subject to and on the terms and conditions set forth hereinafter.
- F. The Vendor has in pursuance of the terms set forth therein in the Letter of Intent/Award as referred above, has submitted its Performance Security in form of an irrevocable and unconditional Bank Guarantee bearing No. _____ for a sum equivalent to Rs. _____/- (Rupees _____ only) from _____ Bank dated _____ for performance of its obligations in accordance with the Master Service Agreement in favour of the Department of Excise, Government of Punjab.

NOW, THEREFORE, in consideration of the foregoing and the respective covenants and agreements set forth in this Service Level Agreement, the receipt and sufficiency of which is hereby acknowledged, and intending to be legally bound hereby, the Parties agree as under:

1. SLA Definition & Measurement

- a. The SLA specifies the expected levels of services to be provided by the Vendor to the stakeholders of the Project.
- b. This expected level is also called the baseline service level.
- c. Payment of the charges payable to the Vendor is linked to the compliance with the SLA metrics laid down in this Agreement.
- d. A set of parameters has been identified to ensure the desired performance level of Track & Trace System.
- e. The table lists out the baseline performance level, method of measurement and how low/high performances will be treated.
- f. The Vendor will get 100% of payment if the baseline performance metrics are complied. The Vendor will get lesser payment in case of a lower performance on any parameter as detailed in this Agreement.
- g. The Service Level metrics that define the Service Levels, the method of measurement of each SLA and penalty for not meeting the desired performance level are specified in the Agreement.
- h. During the period of Agreement, it is envisaged that there could be changes to the SLA, in terms of addition, alteration or deletion of certain parameters, based on mutual consent of both the parties i.e. Department of Excise and the Vendor.
- i. This Service Level Agreement (SLA) shall be read in conjunction with the Master Service Agreement (MSA) and all the definitions in MSA will also apply to SLA. Hence, additional definitions are given herewith.

- j. For the avoidance of doubt, this Service Level Agreement shall include its annexures as referred herein below:
- i. Scope of Work of the Vendor
 - ii. Timelines for Implementation

Definitions:

"Department" means the Department of Excise, Government of Punjab.

"Services" means the work to be performed by the Vendor pursuant to this Agreement, as described in the detailed Scope of Work.

"Service Level" means the level of service and other performance criteria, which will apply to the services delivered by the Vendor

"Service Level Agreement" / "SLA" means the Service Level Agreement through which the performance of the Vendor shall be measured by Authority or its Authorised representatives during the Project execution duration which is executed between the Department and the Vendor on dated _____. SLA may be referred to as 'Agreement' elsewhere in the agreement but would have the same meaning.

"Uptime" means the time period when specified services are available with specified technical and service standards as mentioned in this Agreement.

"Successful Implementation/Go-Live" will mean:

- i. Successful deployment, commissioning and UAT of the QR CODE based Track and Trace System (web based & Mobile Applications) implemented during the phase.
- ii. Procurement, deployment and commissioning of the hardware at Excise offices/helpdesk/demo stations by the Vendor and procurement of the same by manufactories and wholesale locations required supporting the functioning of modules of that phase by private stakeholders of Project themselves.
- iii. Successful establishment and integration of network connectivity services at all locations of stakeholders.
- iv. Successful Data integration with existing modules of the Department.
- v. Achievement of the Service Levels as expected during all phases.
- vi. Acceptance/sign off from Department of Excise and Taxation or its constituted committees or representatives.
- vii. Training and capacity building for all stakeholders.

2. SLA Monitoring

The aforementioned SLA parameters shall be measured as per the individual SLA parameter requirements laid down in this Agreement, through appropriate SLA Measurement tools by the Department or its Authorized representative (which could be a third party, an expert entity having requisite experience and expertise in such SLA performance auditing). This third party (if any) will be selected by the Department for this purpose and all cost charged by the third party for the purpose of such monitoring shall be borne by the Vendor. If the Department or its Authorized representative / third party reveals that the performance of the system/services is degraded significantly at any given point in time during Contract and if the immediate

measures are not implemented and issues as revealed by are not rectified to the complete satisfaction of Department or as an agency designated by them, then Department will have the right to take appropriate corrective actions including termination of the Contract.

3. SLA Review

The SLA shall be reviewed on an annual basis as the Department decides after taking the advice of the Vendor or third-party agency mentioned in above clause. All the changes would be made by Department after consultation with the Vendor.

4. SLA Metrics

Sl. No.	SLA Critical Service	Coverage Hours	Minimum Performance	Measurement and Reporting	Severity Level with Penalty (% of Contract Price)		
1.	Portal Applications & Services						
c.	Portal and Services Availability Target availability monthly--- Based on seconds count per month measured daily Guaranteed availability yearly	24/7/365	99.99%	Measure Daily Report Monthly	Monthly Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.90% to < 99.99%	Severity -1	0.025%
					≥ 99.50% to < 99.90%	Severity -2	0.050%
					≥ 99.00% to < 99.50%	Severity -3	0.075%
					≥ 98.00% to < 99.00%	Severity -4	0.100%
					< 98.00%	Severity -5	0.150%
d.	Portal and Services Response Time (peak hours) Measured on the Portal LAN to eliminate network delays	24/7/365	≤ 1 second	Measure Daily Report Monthly	Avg. Response Time	Severity Level	Penalty
					≤ 1 second	No Breach	Nil
					>1 to ≤1.5 sec	Severity-1	0.025%
					>1.5 to ≤2 sec	Severity-2	0.050%
					>2 to ≤3 sec	Severity-3	0.075%
					>3 to ≤4 sec	Severity-4	0.100%
					>4 sec	Severity-5	0.150%
2.	Application Management						
b.	Web server/ Application server / Database server/ integration	24/7/365	99.99%	Measure Daily Report Monthly	Monthly Availability	Severity Level	Penalty
					≥ 99.99%	No Breach	Nil
					≥ 99.90% to < 99.99%	Severity -1	0.025%

	Components Availability				≥ 99.50% to < 99.90% Severity -2 0.050%																					
					≥ 99.00% to < 99.50% Severity -3 0.075%																					
					≥ 98.00% to < 99.00% Severity -4 0.100%																					
					< 98.00% Severity -5 0.150%																					
3.	Database Management																									
b.	Database uptime	24/7/365	99.99%	Measure Daily Report Monthly	<table border="1"> <thead> <tr> <th>Monthly Availability</th> <th>Severity Level</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>≥ 99.99%</td> <td>No Breach</td> <td>Nil</td> </tr> <tr> <td>≥ 99.90% to < 99.99%</td> <td>Severity -1</td> <td>0.025%</td> </tr> <tr> <td>≥ 99.50% to < 99.90%</td> <td>Severity -2</td> <td>0.050%</td> </tr> <tr> <td>≥ 99.00% to < 99.50%</td> <td>Severity -3</td> <td>0.075%</td> </tr> <tr> <td>≥ 98.00% to < 99.00%</td> <td>Severity -4</td> <td>0.100%</td> </tr> <tr> <td>< 98.00%</td> <td>Severity -5</td> <td>0.150%</td> </tr> </tbody> </table>	Monthly Availability	Severity Level	Penalty	≥ 99.99%	No Breach	Nil	≥ 99.90% to < 99.99%	Severity -1	0.025%	≥ 99.50% to < 99.90%	Severity -2	0.050%	≥ 99.00% to < 99.50%	Severity -3	0.075%	≥ 98.00% to < 99.00%	Severity -4	0.100%	< 98.00%	Severity -5	0.150%
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6.	Portal Security - All security breaches, attempted breaches or attacks and takes corrective action within 2 hours of the occurrence. This also applies to mere occurrence of security breach due to failure to adhere to proper security standards as per requirement stated in the RFP	24/7/365	No incident / compliant response	Measure Daily Report Monthly	<table border="1"> <thead> <tr> <th>Incident Type</th> <th>Severity Level</th> <th>Penalty</th> </tr> </thead> <tbody> <tr> <td>No incident / compliant response</td> <td>No Breach</td> <td>Nil</td> </tr> <tr> <td>Attempted attack</td> <td>Severity-1</td> <td>0.025%</td> </tr> <tr> <td>Minor breach, no data impact</td> <td>Severity-2</td> <td>0.050%</td> </tr> <tr> <td>Confirmed breach, limited impact</td> <td>Severity-3</td> <td>0.075%</td> </tr> <tr> <td>Data compromise / repeated breach</td> <td>Severity-4</td> <td>0.100%</td> </tr> <tr> <td>Major breach / systemic failure</td> <td>Severity-5</td> <td>0.150%</td> </tr> </tbody> </table>	Incident Type	Severity Level	Penalty	No incident / compliant response	No Breach	Nil	Attempted attack	Severity-1	0.025%	Minor breach, no data impact	Severity-2	0.050%	Confirmed breach, limited impact	Severity-3	0.075%	Data compromise / repeated breach	Severity-4	0.100%	Major breach / systemic failure	Severity-5	0.150%
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<p>Note: The type of Portal Security breach and response time thereto to be simultaneously applied.</p>																										

7.	Portal Problem Resolution - All hardware, software and communications problems within the Portal production environment and takes corrective action within 2 (two) hours of the occurrence.	24/7/365	≤ 2 hours	Measure Daily Report Monthly	Resolution Time	Severity Level	Penalty
					≤ 2 hours	No Breach	Nil
					>2 to ≤4 hours	Severity-1	0.025%
					>4 to ≤8 hours	Severity-2	0.050%
					>8 to ≤16 hours	Severity-3	0.075%
					>16 to ≤24 hours	Severity-4	0.100%
>24 hours	Severity-5	0.150%					
8.	QR Code & Barcode Label Supply - adequate, timely and uninterrupted supply of QR Code and Barcode Labels of requisite quantity and quality throughout the Contract Period	24/7/365	≤ 48 hours	Measure Daily Report Monthly	Delay and/or Default	Severity Level	Penalty
					≤ 48 hours	No Breach	Nil
					>48 hours to ≤10 days, without production disruption	Severity -1	₹10,000 per day
(a) >10 days, or (b) resulting in production disruption / shutdown, or (c) Repeated Severity-1 (02 or more times in a rolling 03-month period)	Severity -5	₹1,00,000 per day + Event of Default					

Note: -

A. Severity Scale

Severity Level	Criticality
Severity-5	Outage / Most Critical
Severity-4	High / Critical
Severity-3	Medium / Urgent

Severity-2	Low / Important
Severity-1	Minor / Monitor

B. Recovery of SLA Penalties

- a. SLA penalties levied in accordance with the Service Level Agreement shall be deducted from the payments due to the Vendor against monthly invoices.
- b. SLA penalties, if any, for a given calendar month shall be quantified after validation of SLA reports and shall be recovered from the immediately succeeding monthly invoice of the Vendor.
- c. No SLA penalty shall be deducted from the invoice pertaining to the same month in which the SLA breach occurred.
- d. In the event the penalty amount exceeds the payable invoice amount for a given period, the excess amount shall be adjusted against subsequent invoices, without prejudice to the Department’s other rights.

C. HYBRID PENALTY APPLICATION RULES

- c. **Daily Consolidation Rule**
Where multiple SLA incidents occur on the same calendar day, only the highest Severity Level recorded on that day shall be considered for penalty purposes. (No multiple penalties within a single day).
- d. **Limited Monthly Stacking Rule**
Within a calendar month, SLA penalties may be stacked up to a maximum of three (3) instances per SLA, subject to the capping below.

D. SLA Penalty Cap

- d. **Monthly Cap per SLA**
The aggregate SLA penalty for any individual SLA in a month shall not exceed the penalty corresponding to one (1) Severity-5 breach.
- e. **Overall Monthly SLA Cap**
The total SLA penalties across all SLAs in any calendar month shall not exceed 0.25% of the Total Contract Price.
- f. **Overall Contract-Period Cap**
The aggregate SLA penalties recoverable during the entire Contract Period shall not exceed ten percent (10%) of the Contract Price.

E. Event of Default (SLA-Related)

- Without prejudice to other provisions, an Event of Default shall be deemed to have occurred if the Vendor:
- f. commits any Severity-5 SLA breach that continues beyond twenty-four (24) hours or occurs more than once in a Contract Year; or
 - g. commits three (3) or more Severity-4 or higher SLA breaches within any rolling six-month period; or
 - h. fails to meet any SLA for three (3) consecutive months or five (5) months in a Contract Year; or
 - i. suffers a Severity-5 security incident, or two (2) Severity-4 security incidents in a Contract Year; or
 - j. Aggregate SLA penalties reaching 75% of the overall Contract-Period SLA Cap.

F. SLA Exclusion Clause – Attribution Based

For the purposes of SLA computation, downtime or performance degradation shall be excluded where such failure is directly attributable to:

- a. failure of network connectivity not procured or managed by the Vendor;
- b. power supply failure, including grid power, UPS or DG, not under the control of the Vendor;
- c. malfunction of hardware, devices or infrastructure owned or maintained by the Department or stakeholders;
- d. actions or omissions of the Department or its authorised users; or
- e. Force Majeure events.

Such exclusion shall be applicable only upon submission of a detailed Root Cause Analysis (RCA) supported by system logs and upon written validation by the Department.

In the absence of such validation, the downtime shall be deemed attributable to the Vendor for SLA computation.

Repeated invocation of exclusions for similar causes shall require the Vendor to submit a corrective and preventive action plan, failing which the Department may review continued applicability of such exclusions.

G. Worked Illustrations for SLA Metrics

Assumed Contract Price (CP): ₹100 Crore (for illustration purposes)

1.a. Portal Availability

Total Seconds (30 days): 25,92,000

Downtime: 720 seconds

Availability: 99.972%

Severity: S-1

Penalty: ₹2.5 Lakh

1.b. Portal Response Time

Average Response Time: 2.4 seconds

Severity: S-3

Penalty: ₹7.5 Lakh

2. Application Management - Availability

Downtime: 30 minutes

Availability: 99.93%

Severity: S-1

Penalty: ₹2.5 Lakh

3. Database Uptime

Downtime: 90 minutes

Availability: 99.79%

Severity: S-3

Penalty: ₹7.5 Lakh

4. SLA Reporting

Delay: 11 working days

Severity: S-3

Penalty: ₹7.5 Lakh

5. Power Backup

Downtime: 25 minutes

Availability: 99.94%

Severity: S-2

Penalty: ₹5 Lakh

6. Portal Security

Incident: Minor breach

Response: 5 hours

Base Severity: S-2

Escalated Severity: S-4

Penalty: ₹10 Lakh

7. Problem Resolution

Resolution Time: 14 hours

Severity: S-3

Penalty: ₹7.5 Lakh

8. QR & Barcode Supply

(Minor Delay)

Delay: 5 days

Severity: S-1

Penalty: ₹50,000

(Major Delay)

Delay: 12 days + Production Disruption

Severity: S-5

Penalty: ₹12 Lakh + Event of Default

Hybrid Penalty Model Illustration

Portal Availability: S-1 (₹2.5 Lakh)

Response Time: S-3 (₹7.5 Lakh)

Power Backup: S-2 (₹5 Lakh)

QR Supply: S-1 (₹0.5 Lakh)

Total Monthly Penalty: ₹15.5 Lakh

Monthly Cap: ₹25 Lakh (0.25% of CP)

Status: Within Cap

Event of Default Illustration

Three Severity-4 or higher incidents in six (6) months

Result: Event of Default Triggered

5. Mean Time between Failures (MTBF)

If during period of Agreement, any equipment has a hardware failure (including servers) on four or more occasions in a period of less than three months, it shall be replaced by equivalent or higher-level new equipment by the Vendor at no cost to the Department.

During the warranty period, the Vendor shall maintain the systems and repair/replace at the installed site, at no charge to the Department, all defective components that are brought to the notice of the Vendor.

Warranty should not become void; if the Department buys any other supplemental hardware/ software from a third party and install it within these machines under intimation to the Vendor. However, the warranty will not apply to such supplemental hardware items installed.

The Vendor shall carry out necessary Preventive Maintenance (PM), including cleaning of interior and exterior, of all hardware procured under this RFP and testing for virus, if any, and should maintain proper records at each site for such PM. Failure to carry out such PM will be a breach of warranty and the warranty period will be extended by the period of delay in PM.

The Vendor shall through necessary anti-viruses, protect the hardware/software from viruses/malware/spyware at all time. The Vendor shall in consultation with the Department's nominated agency and the nodal officer nominated by the Department would procure the anti-virus Licenses and maintain the service part.

The Vendor shall monitor warranties to check adherence to preventive and repair maintenance terms and conditions.

The Vendor shall ensure that the warranty complies with the agreed Technical Standards, Security Requirements, Operating Procedures, and Recovery Procedures.

Any component that is reported to be down on a given date should be either fully repaired or replaced by temporary substitute (of equivalent configuration) within the time frame indicated in the Master Service Agreement and the Service Level Agreement (SLA).

The Vendor shall develop and maintain an inventory database to include the registered hardware warranties.

6. Annual Technical Support (ATS)

As part of the ATS services, the Vendor shall:

- 1) Maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements and maintenance.
- 2) Carry out any requisite adjustments / changes in the configuration for implementing different versions of Application Software.
- 3) Provide from time to time the updates/upgrades/new releases/new versions/patches/bug fixes of the software, operating systems, hardware etc. as required. The Vendor should provide free updates/upgrades/new releases/new versions/patches/bug fixes of the software and tools to the Department as and when released by OEM.
- 4) Software License Management: The Vendor shall provide software license management and control. The Vendor shall maintain data regarding entitlement for software upgrades, enhancements, refreshes, replacements, and maintenance.
- 5) The Vendor shall have complete manufacture's technical support for all the licensed software problems and/or questions, technical guidance, defect and non-defect related issues. The Vendor shall provide

a single-point-of-contact for software support and provide licensed software support including but not limited to problem tracking, problem source identification, problem impact (severity) determination, bypass and recovery support, problem resolution, and management reporting.

- 6) The technical manpower should understand query in English and Hindi/Punjabi.

7. Quality Control

The Vendor is obliged to work closely with the Department's officials, act within its authority and abide by directive issued by them on implementation activities.

The Vendor will abide by the safety measures and the Department will not liable from all demands or responsibilities arising from accident/loss of life, damage to the property, the cause of which is due to their negligence.

The Vendor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of Department.

The Department reserves the right to inspect all phases of Vendor's operation to ensure conformity to the specifications. The Department shall have engineers, inspectors or other duly authorized representatives made known to the Vendor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of the Department does not relieve the Vendor of the responsibility for quality control in all phases.

The Court of Mohali (Punjab) only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DAY, MONTH AND YEAR FIRST ABOVE WRITTEN.

SIGNED, SEALED AND
DELIVERED For and on behalf of
THE DEPARTMENT by:

SIGNED, SEALED AND
DELIVERED For and on behalf of
THE VENDOR by:

Signature
Designation:-
Name:-

Signature
Designation:-
Name:-

Witness:
(Name and Designation)

Witness:
(Name and Designation)

APPENDIX-A BILL OF MATERIAL

S. No.	Hardware	Descriptions
1.	Desktops with Internet Broadband Connection	Standard configuration of 2GB to 4 GB RAM, above 500GB Hard disk and latest Anti-Virus software and requisite application to store data and generated XML for uploading on to TRACK &TRACE SOFTWARE APPLICATION using Broadband Internet Connection.
2.	Scanner	Scanning of 1D and 2D Barcodes Detailed Specifications is provided in Appendix- D
3.	Thermal Printer	Printing of 1D barcode for repacked cases Printing of 1D and 2D Barcode for IFL Detailed Specifications is provided in Appendix-E
4.	Barcode Labels (CONSUMABLES)	For printing 1D and 2D Barcodes on Barcode labels Detailed Specifications is provided in Appendix-E for Tamper Evident Labels Detailed Specifications is provided in Appendix-C for Barcode labels dimension.
5.	Thermal Transfer Ribbon (CONSUMABLES)	For printing 1D and 2D Barcode in Barcode Labels. The Thermal Transfer Ribbon of Resin quality compatible of printing on Filmic Labels. The ribbon should compatible with mentioned size of labels in Appendix-E and Appendix-C

APPENDIX-B BARCODE SPECIFICATIONS
BARCODE STANDARDS FOR BOTTLES/ CANS AND CASES
DATA STRUCTURE

BARCODE / QR CODE LABEL SOP

1. CASE BARCODE:

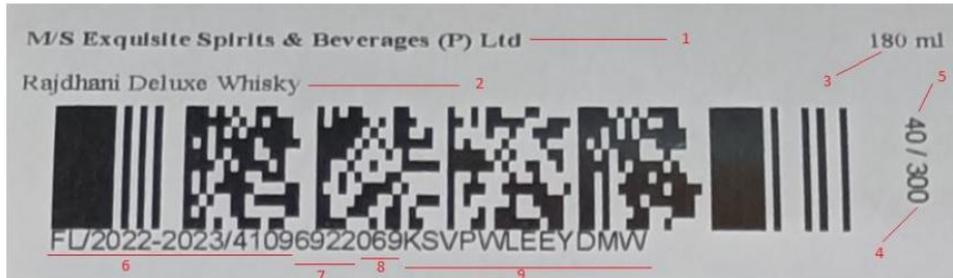


Figure 1 is the Case Barcode, peeled from the label rolls and it has to be paste on the Cases.

- This is the mother Barcode (Case Barcode) of the child QR Code (Figure 2) contains:

1 – Distillery Name

2 – Brand Name

3 – Bottle level in ml

4 – Total no of barcode per indent number.

5 – Serial no of the total quantity.

6 – Product ID

7 – Barcode Generated Date

8 – batch Number

9 – Random Number.

- Barcode Type: PDF417
- Barcode Height: 83.60 mm (237 Pixels)
- Barcode Width: 14.81 mm (42 Pixels)
- Product ID (6): 17 Digit and 19 Digit (As per eAbkari Product ID)
- Date (7): 4 – 6 Digits (eg. 01-01-2025 -> 1125, 15-12-2025 ->151225)

- Batch No (8): Max 5 Digit.
- Random Number (9): Last 10 Digit
- Algorithm: eaglerandom Gen Algorithm.

2. Bottle/Can QR CODE:

Figure 2

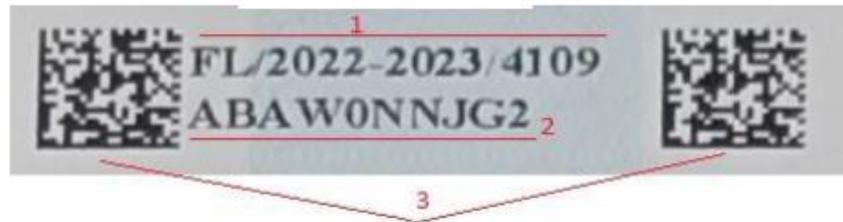


Figure 2 is the QR Code, the label has to be pasted on the can or on the top of the bottle cap.

- This is the child QR Code comes under mother Barcode contains:
 - 1 – Product ID,
 - 2 – Sequence Number,
 - 3 – QR Code,
 - 4 – QR Code contains the combination of Product ID and Sequence Number.
- The QR Code should be peeled from the label rolls and it has to be pasted on the bottle/can
- QR Code Type: DATAMATRIX
- QR Code Height: 8.82 mm (25 Pixels)
- QR Code Width: 8.82 mm (25 Pixels)
- Product ID (1): 17 Digit and 19 Digit (As per eAbkari Product ID)
- Sequence Number (2): Last 10 Digit
- Algorithm: Eaglecheck Digit Gen Algorithm.

Parameters for 2D Barcodes:

1. Scanning on Low Visibility – Should work fine on the low visibility also.
2. Carrier Film quality of QR code & Case Bar Code Label should be Polypropylene / Polyethylene or combination to achieve required flexibility to paste on curved / flat surfaces Water proof, Gon-Tearable, smudge proof and 100% Temper Evident Label.

3. Glue Quality: A highly aggressive permanent rubber-based adhesive featuring high initial tack and excellent ultimate bond strength to a wide range of substrates. The Adhesion is equally effective for Manual as well as Auto Application of the Labels.
4. Life of Ink printed by printer – It should be min 2 years.
5. PCR (Print Contrast Ratio) – Scanner should have minimum PCR of 25% so that it can even read poorly printed Case code/ QR Code with low contrast between foreground and background.

Note:

- Bottle/ Can unique serial number must also be printed in human readable text.
- Application identifiers will also be encoded in barcode image without brackets.
- Downloaded unique serial number from TRACK &TRACE SOFTWARE APPLICATION will be used and must be unique for bottles/Can as well as cases.
- For Case Barcode, dual 2D Barcode will be pasted on the side of case.
- For bottle/ Can, one image of dual 2D QR code will be pasted in the middle of cap of bottle and second image of dual 2D QR Code will be aligned along the neck of the bottle.
- Paper Type – Polypropylene, Tamper Evident Label - Water proof, self-destructive, smudge proof
- Life of Ink printed by printer – It should be 1 to 2 years. Thermal transfer printer or inkjet printers may be used for barcode/ QR Code printing. It is recommended to use Resin Ribbons for printing barcode.
- Scanning on Low Visibility – Both the images of 2D barcode must be scannable and should work fine on the low visibility also.

The above Data structure is indicative and better data structure out of the ones given and ones suggested by the bidders, will be considered

APPENDIX- C LABELS SPECIFICATIONS (in Existing Track & Trace system)

Carrier Film / Substrae

Material Description: Specifically designed for Tamper Evident and suitable for pasting on Glass, Plastic and Corrugated boxes having rough surface, dust and high moisture content. It is highly effective for manual application of the labels or where no applicator being used. Also, where the storage of boxes is improper so that label does not peel off.

The top coat is highly receptive to thermal printing as it is having white matt finish with ultrad laminable film. The total caliper of material is between 0.105 mm plus minus 10%

Carrier Film / Substrate quality of QR code & Case Barcode Label should be Polypropylene / Polyethylene or combination to achieve required flexibility to paste on curved / flat surfaces Water proof, Non-Tearable, smudge proof and 100% Temper Evident Label.

Life of Ink printed by printer – It should be min 2 years.

PCR (Print Contrast Ratio) – Scanner should have minimum PCR of 25% so that it can even read poorly printed Case code/ QR code with low contrast between foreground and background.

Adhesive:

A highly aggressive permanent rubber-based adhesive featuring high initial tack and excellent ultimate bond strength to a wide range of substrates. The Adhesion is equally effective for Manual as well as Auto Application of the Labels.

Minimum Application Temperature: +5° C
(The minimum temperature at which the label can be applied and will adhere)

Service Temperature Range: - 20° C to + 70° C
(The temperature range to which the label can be exposed after the adhesion bond to the substrate has been formed)

Application:

Typical applications include product identification labels on various types of corrugated boxes, metal top, plastic, paper and glass on bottle/ Can containers. The moderate internal strength of the face allows the product to be used as a tamper evident label. The fragility associated with the high adhesive performance allows temper evidence labels. Preliminary testing on the substrate is necessary to confirm the right working of label.

Conversion:

This product can be printed in the usual printing technologies including water-based / UV based flexo, letter press, UV-Screen and thermal transfer; for variable information printing, thermal transfer and inkjet printing can be used.

It's recommended to use Resin Ribbons for Thermal Transfer Printing for better outcome.

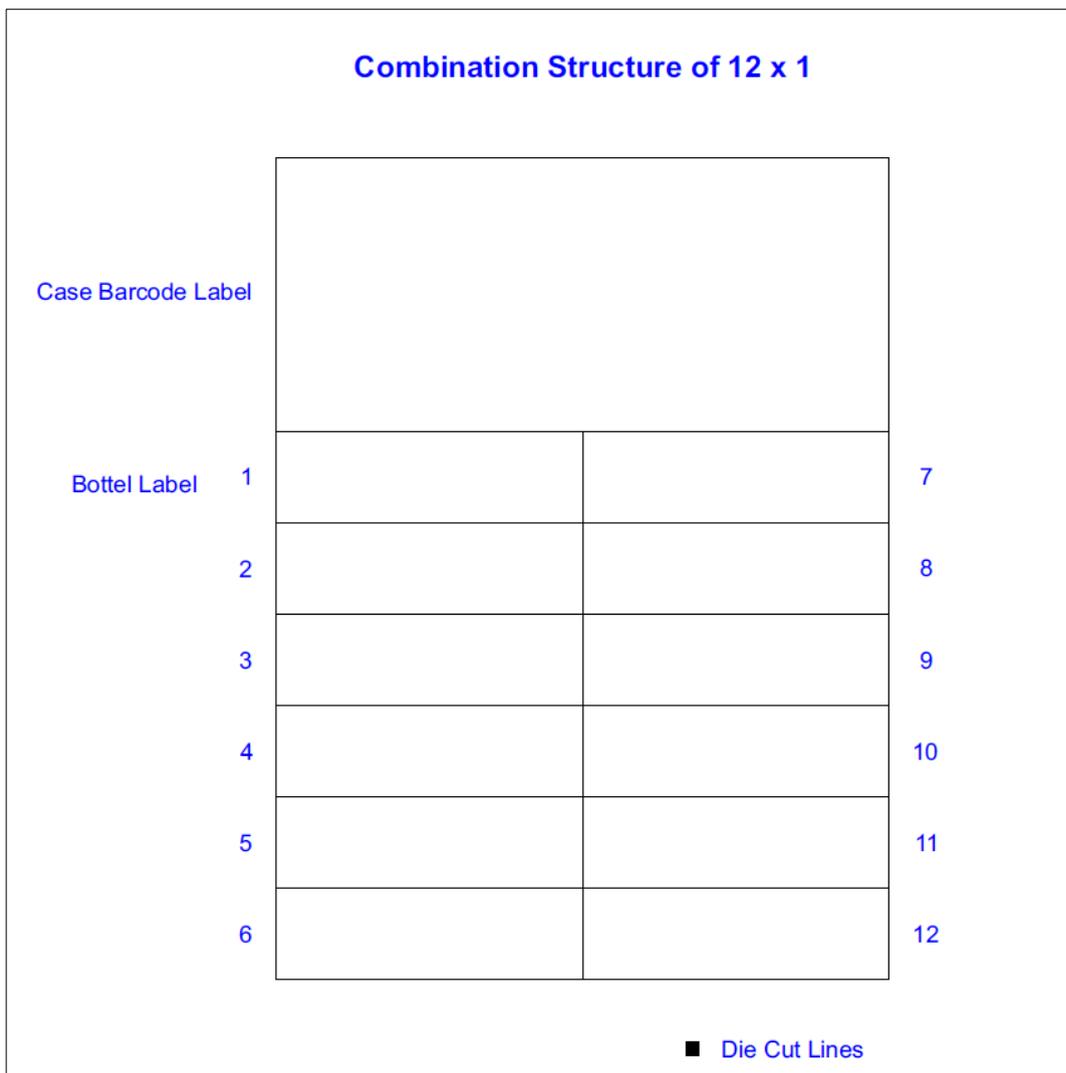
Customized security cuts are also advised according to label size, to enable a better view of temper evidence if label is tried to be peeled off from the substrate.

It has also been observed that the bigger the label sizes provide better adherence due to larger bonding area and increase the material effectiveness.

Shelf Life: Two years when stored at 22° C

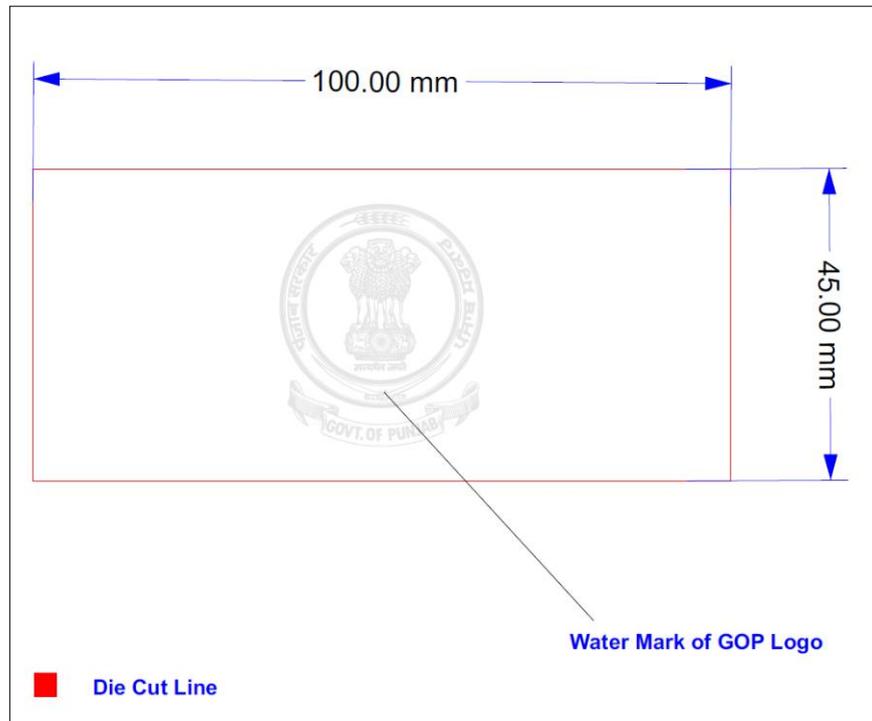
Layouts for Die Cut and Supply:

Actual supply will in roll form and in per defined layout of 12x1, 24x1 and 48x1 pre die cut structure, 12x1 means : 12 Bottel labels and 1 Case Barcode label in mentioned layout, same has to be follow for other two structure as well.



Note: Above is the die cut structure only size and printing have to be done as per Excise Department guidelines only.

Case Label Design Illustration.



Material Key Features		
1		Specifically developed to meet the requirements of tamper evident labels, is a unique face stock, destructible by delamination. The multilayer film splits into layers when removed from a wide range of substrates including corrugated boxes, glass bottles, Aluminum, tin etc.
2		Once applied on the packaging to protect, at the first attempt to remove the label, it delaminates and shreds, thereby proving that the product has been tampered with.
3		Prints great with all conventional printing techniques: offset, flexo, UV Inkjet, Screen Printing etc
4		Thermal transfer; compatible with a wide range of ribbons
5		Good manual and automatic label dispensing and pasting
Key Features		
1	Bottle Label Size:	Current size: 50mm x 10mm Recommended Size to incorporate security features: 50mmx15mm (tolerance of plus minus 2mm)
2	Case Barcode Size:	100mm x 45mm (tolerance of plus minus 2mm)
3	Die Cut:	Rectangular with straight corner and can be applied both automatically and manually, in pre-defined combined layout mentioned in Appendix-
4	Printing Features	Should have security printing features from below feature list (a to f).
		a.) Hidden Text (should be able to see with special film only, provided by the supplier) - mandatory security features
		b.) OVI Ink rotary screen printable -Color shifting ink

d) **Thermocromic Ink patch** - refer image 4 below

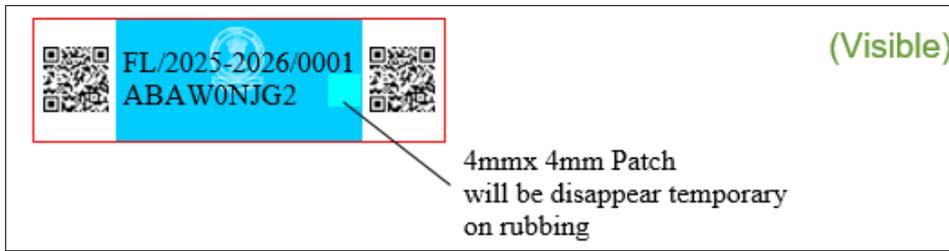


Image 4

e) **Anti Copy Feature** - refer image 5 below



Image 5

f) **Guilloche Pattern** - refer image 6 below

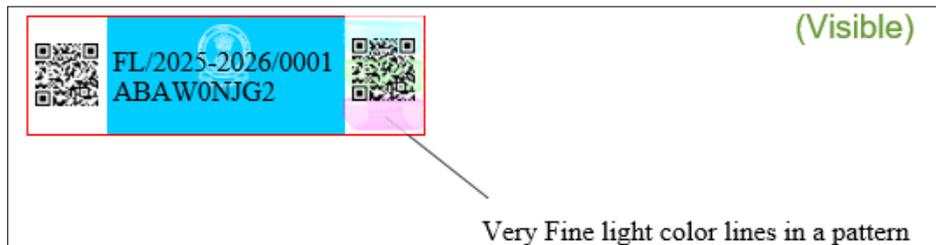


Image 6

APPENDIX -D SCANNER SPECIFICATIONS (in Existing Track & Trace system)

2D QR Code is read by imaging cameras devices. The principle is based upon first capturing the image of the symbol and then analyzing it. This is different technology from the one used by many of the laser scanners for reading the linear barcode symbol. A linear symbol can be read by a single laser beam passing across the length of the symbol. However, to read Data Matrix symbol requires the entire image to be read in both the X and Y axis. 2D is considered to be having better readability compared to 1D. It can be read from any angle and side of scanning. In case of any minor damage to the 2D Barcode, the readability is still ensured.

Scanners will be used for scanning the cases during receiving of cases against IP, dispatching of cases while uploading the cases on truck against TP and repackaging of cases during breakage “In Transit” and at bonded warehouse.

It is to be understood by the Bonded Warehouse/ wholesaler owner that the product features and specifications of the devices recommended in the document for scanners are for reference only. Bonded Warehouse owners shall procure one which meets the requirement of 1D and 2D barcodes scanning.

To ensure the reliability of barcode scanning, it is recommended that scanner should possess following features:

- Comprehensive data capture options — 1D, 2D, image capture
- Supports for all major 1D, PDF, postal and 2D symbologies
- High Resolution of camera
- Rugged Design
- Tempered Glass exit window
- Multiple on-board interfaces and universal cable
- Omni-directional scanning, wide working range
- Comprehensive connectivity options — including wireless, cordless and corded
- High resolution high contrast color QVGA display

A good quality hand held digital image or mobile scanners (HHT) capable of scanning GS1 Barcodes (1D and 2D Barcodes) possessing above mentioned features should be used.

APPENDIX-E PRINTER SPECIFICATIONS (in Existing Track & Trace system)

For printing 1D barcode with other texts in human readable form like GTIN, Batch Number, Manufacturing Date, Expiry Date and Serial Shipping Container Code (SSCC), the Thermal Transfer Printer is recommended for offline printing on Temper Evident label. In Case of Imported Foreign Liquor, Since, IFL bonded warehouse transfers stocks from custom bonded warehouse to Excise bonded warehouse against Transit Transport Permit (TTP). Once, the stock is available in Excise bonded warehouse then IFL bonded warehouse will download the barcode sequence number against selected TTP.

IFL bonded warehouse will print 1D and 2D barcodes depending on the downloaded barcode sequence number.

For printing 1D barcode and 2D with other texts in human readable form like GTIN, Batch Number, Manufacturing Date (or Import Date) and Serial Shipping Container Code (SSCC), the Thermal Transfer Printer is recommended for offline printing on Temper Evident label.

Temper Evident Label – recommended resin ribbons for Thermal Transfer printing.