

**CHHATTISGARH STATE MARKETING CORPORATION  
LTD., RAIPUR, CHHATTISGARH**

**Supply of Scanners, Bluetooth enabled Thermal Printers &  
support team for management of Scanners and printers of  
Retail Liquor shops and its Data & Applications.**

T. No.: CSMC/Tender/2018-19 /7

Dated: 12-01-2018

DATE OF TENDER	:	12-01-2018
LAST DATE AND TIME OF TENDER SUBMISSION	:	27-01-2018, 3-00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID	:	27-01-2018, 4-00PM

ADDRESS OF THE TENDERER:

Managing Director, CSMC  
Excise Building, First Floor  
Chokra Nala, Labhandi  
Raipur, Chhattisgarh

**Issued by-**

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CSMCL (Chhattisgarh State Marketing Corporation Limited) Excise Building,  
1st Floor, Labhandi, Chhokra-Nala, Raipur, Chhattisgarh

## **DISCLAIMER**

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The information contained in this Request for Proposal (“RFP”) document or Information provided subsequently to bidders or applicants whether verbally or in documentary form by or on behalf of CSMCL (Chhattisgarh State Marketing Corporation is hereinafter referred to as CSMCL), is provided to the bidder (s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided. This RFP document is not an agreement and is not an offer or invitation by Corporation to any parties other than the applicants who are qualified to submit the bids (hereinafter individually and collectively referred to as “Bidder” or “Bidders” respectively). The purpose of this RFP is to provide the Bidders with information to assist the formulation of their proposals. This RFP does not claim to contain all the information each Bidder require. Each Bidder may conduct its own independent investigations and analysis and is free to check the accuracy, reliability and completeness of the information in this RFP. Corporation makes no representation or warranty and shall incur no liability under any law, statute, rules or regulation as to the accuracy, reliability or completeness of this RFP. The information contained in the RFP document is selective and is subject to updating, expansion, revision and amendment. It does not purport to contain all the information that a Bidder require. Corporation does not undertake to provide any Bidder with access to any additional information or to update the information in the RFP document or to correct any inaccuracies therein, which may become apparent.

Corporation reserves the right of discretion to change, modify add to or alter any or all of the provisions of this RFP and/or the bidding process, without assigning any reasons whatsoever. Such change will be published on the website and it will become part and parcel of RFP.

Corporation, in its absolute discretion and without being under any obligation to do so, update, amend or supplement the information in this RFP. Corporation reserves the right to reject any or all of the Request for Proposal / proposals received in response to this RFP document at any state without assigning any reason whatsoever. The decision of Corporation shall be final, conclusive and binding on all the parties.

## **ABOUT CORPORATION**

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Chhattisgarh State Marketing Corporation Ltd. is a Government of Chhattisgarh Undertaking, incorporated with a view to conduct/regulate the retail vending of county/foreign liquor across the State of Chhattisgarh, the Corporation has commenced its business from 1st of April, 2017.

### **1. DEFINITION:**

1.1 *Corporation* means, unless excluded by and repugnant to context or the meaning thereof, shall mean ‘Chhattisgarh State Marketing Corporation Ltd.’, described in more detail in paragraph 1 above and which has invited bids under this Request for Proposal and shall be deemed to include its Successor and permitted assigns.

1.2 ‘*RFP*’ means this Request for Proposal for Empanelment of Bank (s) to assist the Corporation in carrying its business, deposits and transactions.

1.3 ‘*Bidder*’ means a Banker (s) submitting the proposal in response to RFP.

### **2. ABOUT RFP:**

Corporation intends to purchase Bluetooth enabled Thermal printers & IT support team for management of Scanners and printers of Retail Liquor shops and its Data & Applications.

2.1 The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the Corporation and selected Agency as identified by the Corporation after completion of the selection process.

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## 1. SHORT TITLES USED IN THE TENDER DOCUMENT

1. Bidder	Bidder means the Service Provider Agency who makes a formal offer in pursuance of the Tender floated directly.
2. Successful Bidder	Successful Bidder means the Bidder who becomes successful through the Tender process.
3. Day	A day means a calendar day
4. Authorized Service Centre	Authorized Service Centre means a Service Centre run by the Bidder (Or through another party by entering into a valid commercial contract)
5. Cost	Cost means the total cost to be incurred towards the purchase and commissioning of Barcode scanner, Bluetooth enabled printers and Commissioning of Remote Device Management IT system along with consumables
6. Purchaser	Purchaser means the CSMCL for whom the procurement is made through this Tender.
7. CSMCL	Procurement agency on behalf of Government of Chhattisgarh
8. Commissioning	Commissioning includes proper Software & hardware installation, connection and testing.
9. End user	End user means the person to whom Barcode scanners and other items are actually delivered for use.

## **2. SCHEDULE OF NIT**

1	<b>Tender No.</b>		
3.	Tender Estimated Cost	Rs	Crore
4	Name of the tender issuer	<b>The Managing Director, CSMC Ltd.</b>	
5	Date of issue of tender document	<b>12-01-2018</b>	
6	Last Date for Submission of Bids	<b>27-01-2018 03:00 PM</b>	
7	Date of Opening of Technical Bids	<b>27-01-2018 04:00 PM</b>	
8	Date of Commercial Bid opening	<b>27-01-2018 06:00 PM</b>	
9	Address of Communication	<b>Excise Building, 4th Floor, Chhokranala, Labhandi, Raipur, Raipur, Chhattisgarh-492001</b>	
10	Earnest Money Deposit (EMD)	<b>9,00,000/-</b>	
11	Cost of tender Form.	Rs 2000/- (Two Thousand Only)	

**Note :- PSUs are exempted from EMD.**

**(Bid Document and subsequent clarifications on bid terms if any can be down loaded from Excise Department web site [www. excise.cg.nic.in](http://www.excise.cg.nic.in). Bid Form downloaded from Web-site must be accompanied by DD for Rs. 2000.00 as cost of documents and the same should be kept with the TECHNICAL BID in addition to DD as Bid security (EMD)**

### 3. ELIGIBILITY CRITERIA

This NIT is open to IT Companies registered under Companies ACT and who are engaged in the field of IT software and are eligible to do business in Chhattisgarh under relevant Indian laws as in force at the time of bidding and meeting or exceeding all of the minimum Qualification criteria.

The Bidder must possess the requisite experience, strength and capabilities in providing the services necessary to meet the requirements as described in this tender Document. The Bidder must also possess the administrative capability, technical know-how and the financial wherewithal that would be required to successfully undertake the execution of orders during the for the entire period of the Contract.

Any Bidder not meeting even one of the qualification criteria as mentioned below shall be summarily rejected. The Bidders shall enclose documentary evidence for fulfilling the Eligibility in the Technical Bid. If a bidder fails to enclose the documentary proof for eligibility, their bid will be summarily rejected.

S.No.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	The bidder must be Registered company and should be in existence for at least last 5 years, as on date of submission of bid.	The Bidder shall provide the registration Certificate as issued by Registrar of Companies under Companies Act.
	The Bidder must have a minimum average annual turnover of at least Rupees 5.00 Crores in the last audited financial years (FY 14-15, FY 15-16 & FY 16-17) in India and should not be a loss making entity.	CA certified Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years OR Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 given years
	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business. The Bidder should have currently valid GST Registration Certificate and	A)Copies of GST registration Certificate & PAN No. B) Undertaking is provided by the bidder that he has all the requisite approval/NOC etc. as required under law to carry out its business.
	The bidder should have completed at least one job, of worth Rs.50 Lakhs, of supply of similar Electronic items and integration/upgradation of software in any Govt./PSU Organization. The OEM of Scanner and printer should have completed a project for remote management of the devices.	Copy of PO placed by any of the departments of the Central, State Governments and PSUs with project completion certificate.
	The bidder should not have been blacklisted / under a declaration of ineligibility for corrupt and fraudulent practices with any of the departments of the Central, State Governments and PSUs	An affidavit is to be submitted in this regard
	Bidder should submit Authorization letter from the OEM of devices.	Self attested copy Authorization letter from the OEM.
	Estimated Cost of Work	₹2,89,00,000/-
	Earnest Money Deposit (EMD)	₹ 9,00,000/-

#### **4. SCOPE OF WORK**

CSMCL has rolled out successfully Hologram and barcode based retail sale of liquor, starting with IMFL retail outlets. Country Liquor, Beer and Bar related cases, also will be getting added and eventually entire sale of liquor for the state of Chhattisgarh will be 100% digitized.

All operations right from receiving of goods at retail store, inventory counting, reporting shortages and breakages and actual sale of liquor is driven by rugged mobile device – Zebra MC36 along with preloaded mobile application designed and developed for CSMC

As Retail sale and track & trace of liquor is entirely depended on Zebra mobility devices and printers( **distribution as per list attached**), it is highly obligated to have following support and service arrangement in place to ensure application and solutions that has been rolled out now, keeps running and evolving smoothly.

The bidder should provide a setup for the following deliverables **for a year**:

1. Monitor and enable optimum utilization of Zebra mobile computing devices rolled out for CSMCL.
2. Continuously update existing Software application running on Zebra mobile devices of CSMCL.
3. MIS for entire CSMCL operation.
4. Remote management of Scanners and Bluetooth devices.
5. Development of Android based applications for Scanners for efficient management of Scanners functional in Shops.
6. Provide Business Intelligence Dashboard for monitoring of the Scanners and related data.
7. Provide Manpower for the above works as described in Technical Specifications.
8. Technically equip and train one Supervisor at each district HQ. for handling Scanner complaints at district level. The payment of supervisors can be released at the rates approved for Placement agencies.

The bidder has to describe & demonstrate their methodology, and the respective commercials to achieve the above said objective before the Technical Committee. The committee will evaluate the capability and if found fit for

#### **5. MINIMUM TECHNICAL SPECIFICATION**

Please note that the specifications given are the minimum specifications. Bidders may quote equivalent or higher specification as mentioned in Annexure- B. The bidder should submit the compliance statement as per Annexure-B.

## **6. BID SUBMISSION**

TENDER HAS TO BE SUBMITTED IN TWO PARTS

(A) The first part i.e. ENVELOPE "A" should contain "TECHNICAL BID WITH TECHNICAL AND COMMERCIAL TERMS WITHOUT THE PRICE"

The Documents to be Submitted in ENVELOPE "A" will be as follows :-

1. Dealers authorization as per Annexure-A
2. Technical Specification of all items and all necessary certificates as per Annexure-B, duly signed and stamped
3. Tender Terms and Conditions duly signed and stamped
4. Bid Form (as ANNEXURE - C) duly signed and stamped
5. Delivery Schedule PERT diagram
6. Declaration form duly signed (as ANNEXURE - E)
7. Tender's Technical Literature, Catalogue, Pamphlets, etc. about the product.
8. Pre- Contract Integrity Pact duly signed and stamped (as ANNEXURE - F)

(B) The second part of the tender namely ENVELOPE "B" should consist of the forms for the "price bid" (as ANNEXURE - D) duly filled, stamped and signed. The Tenderer would be required to give their best prices in this form and insert it in ENVELOPE "B".

(C) Both these envelopes viz. Envelope "A" and "B" duly sealed and super scribed with the word - "ENVELOPE "A" - TECHNICAL BID AND "ENVELOPE "B" PRICE BID respectively are to be inserted in a sealed envelope marked as ENVELOPE "C" As explained above, this tender is of "TWO BID" system. First the envelope "A" will be opened on the due date and time of opening of the tender and the technical capability of the Tenderer for successfully completing the job will be evaluated. The material (item) will be evaluated for its conformity of the required specifications ONLY SUCCESSFUL TENDERER WHO QUALIFIES IN THE TECHNICAL EVALUATION FOR ALL ITEMS WILL BE CONSIDERED FOR PRICE BID OPENING. TENDERER WHO DO NOT QUALIFY IN THE TECHNICAL BID WILL NOT BE CONSIDERED FOR PRICE BID OPENING. Hence it is very essential that the Price Bid be given in the envelope "B" only.

(D) Technical evaluation will be done in a manner as deemed fit by the CSMCL (henceforth referred as Corporation only). After opening the "Technical Bid" the Managing Director, CSMCL, Chhattisgarh, Raipur would assess the technical capability of the company and other details furnished by them, verified in a manner as deemed fit by the Corporation. The decision of the tender accepting authority viz. Managing Director, CSMCL, Chhattisgarh, Raipur in this regard shall be final.

Those who qualify in the "Technical Bid" shall only be invited to attend the opening of the "price Bid" and intimation of the date and time will be given to them accordingly. For those who do not

## **7. AWARDING CRITERIA FOR CONTRACT**

### **a. Suppression of facts and misleading information**

- i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of CSMCL. CSMCL shall have the right to reject the Bid and if after selection, CSMCL would terminate the contract as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.
- ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CSMCL shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CSMCL may not consider such documents.

- iv. The Bidder who has quoted overall lowest rate will be declared L1.
- v. The Tender calls for full copies of documents to prove the Bidder's Experience and capacity to undertake the project.

**b. Award of Contract**

- i. If bidder fails to deliver the order beyond the delivery schedule as enshrined in PERT chart, **a grace period of 7 days will be allowed. However, a penalty as mentioned in service clause in this NIT will be imposed on the bidders availing grace period time (of 7 days). Further, CSMCL may reserve the right to cancel the order and terminate the contract for faulty Bidder.**
- ii. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

**c. CSMCL reserves the right to**

- i. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- ii. Insist on quality/specification of materials to be supplied.
- iii. Modify, reduce or increase the quantity requirements to an extent of 50% of the Maximum Tendered quantity within one year period from signing of Contract.
- iv. Change the list of areas of supply locations from time to time based upon the requirement of the purchase.

**8. GENERAL TERMS AND CONDITIONS OF THE BID**

**Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.**

1. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and CSMCL in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
3. **PROFESSIONAL EXCELLENCE AND ETHICS.** Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
- 4 **CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.
5. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event CSMCL may make the award to the next lowest evaluated bidder or call for new bids.
6. **AMENDMENT/CANCELLATION:** The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.
7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Contract.
9. **CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.
10. **PERIOD OF VALIDITY.** Bids shall remain valid for **30** days after last date for bid submission prescribed by CSMCL which may be extended with mutual consent. A bid valid for a shorter period may be rejected by CSMCL as non-responsive.
11. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, CSMCL will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the Contract.
12. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.
13. **ACCEPTANCE TESTING:** The equipment will be tested by CSMCL or CSMC nominated agency. The supplier should make available a similar system, free of cost, as per the configuration quoted in technical bid.
14. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
15. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the contract for default.
16. **PENALTY:** All the items should be delivered as per the schedule of delivery attached in the purchase order from the date of placement of order by CSMC, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 10% and the penalty shall be deducted from final amount payable by CSMC against the Order.
17. **LIQUIDATED DAMAGES:** If the supplier fails to deliver any or all the goods or perform the services within the time period specified in the contract, CSMC shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (Not by way of penalty) 2% per week of the value of undelivered items maximum of 10 % and the penalty shall be deducted from final amount paid by CSMC, CSMC reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 5 weeks after the delivery period.
18. **TERMINATION FOR DEFAULT:** CSMC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part and submit his Bid Security amount (EMD).
  - a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - b. If the supplier fails to perform any other obligation (s) under the contract; or

- c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the CSMC may authorize in writing) after receipt of the default notice from CSMC. In the event CSMC terminate the contract.

## **19. FORCE MAJEURE**

- a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of CSMC in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
- c. If a force majeure situation arises, the supplier shall promptly notify to CSMC in writing of such condition and the cause thereof. Unless otherwise directed by CSMC in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, CSMC shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

**20. TERMINATION FOR INSOLVENCY:** CSMC may at any time cancel the Contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSMC.

**21. TERMINATION FOR CONVENIENCE:** CSMC, may by 14 days time period written notice sent to the supplier, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CSMC's convenience and the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

**22. RESOLUTION OF DISPUTES:** CSMC and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract. If, after thirty days from the commencement of such informal negotiations CSMC and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.

**23. APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deem to have made at the place in India from where the contract has been issued.

24. **TAXES & DUTIES: Taxes and duties for the works assigned will be paid extra.**

25. **DEFENCE OF SUITS:** If any action in court is brought against the CSMC/ Consignee for failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep CSMC harmless from all costs, damages, expenses or decrees arising out of such action.

26. **WARRANTY:** The Product quoted should be covered for Three year comprehensive onsite replacement guarantee from date of final delivery and acceptance by end user.

27. **SPECIAL CONDITIONS OF BID**

**Packing List:-**

A packing list should be prepared for the following items. I)

Software/Hardware serial number and batch number

ii) User Manual in Hindi/English in soft or print format.

iii) Do's and Don'ts instruction leaflet in Hindi/English.

iv) Names and addresses of Service centres, contact persons in each service centre, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the authorized service personnel.

**A) LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:**

- a. The equipment and Services under this contract shall be supplied and commissioned at the CSMC headquarter
- b. The Supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site.
- c. Insuring the goods in transit is the responsibility of the suppliers.
- d. The successful Bidder shall send status report on delivery in the format to be prescribed in such intervals as may be required by CSMC from time to time till the execution of the entire order.

In case the Successful Bidder fails to carry out the warranty regulations, CSMC would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by CSMC as per the Payment terms or

- e. from their pending bills or any money due or payable to them
- f. Depending upon the ground situations and information from the District officials regarding failure in maintaining acceptance ratio/ warranty/ service delivery etc. on the bidder's part, CSMC reserves the right to divert the supply of hardware from the allotted Successful Bidder.

**g. The Bidder should provide all source codes and allied for management of software developed by The Supplier Agency**

2. **INSURANCE:** The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the contract should be covered for Comprehensively Insured by the Successful Bidder till delivery.

**3. ACCEPTANCE :**

The supplied Software/ Hardware should be in working condition.

**4. BILLING:**

The Successful Bidder shall raise the invoice in the name of CSMC and shipping address will be the CSMC Headquatretr. A signed copy of delivery acceptance should be submitted with Invoice.

**5. SUPPORT SERVICES:**

- a) The maintenance shall include replacement/repair of all faulty parts. The faulty items should be repaired/ restored/ replaced within 72 Hours.
- b) The Purchaser reserves right to terminate the contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfillment of contract.

**6. PAYMENT TERMS**

- a) All payments will be made in INR only.
- b) Payment will be released after submission of Bank guarantee favoring “Managing Director, CSMC” equivalent to 10% of Estimated cost value and EMD amount submitted earlier shall be adjusted against the security deposit.
- c) Payment will be released after acceptance certificate received in line with the payment terms mentioned on Purchase Order.
- d) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- e) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.
- f) Payment shall be made within 15 days of the submission of proforma invoice/invoices.
- g) The payment of Manpower deployed for the works described will be paid on quarterly basis.

**ANNEXURE "A"**

**Certificate of Dealership/Authorization Letter/Warranty**

*(To be provided by the OEMs of devices as mentioned in this tender document On their Letterhead)* to be enclosed with Technical bid

Date: \_\_\_\_\_

To,  
Managing Director  
CSMC  
Aabkari Bhawan  
Labhandi Chokranala, s,  
Raipur, Chhattisgarh-492001

Sir,

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

<Name of Bidder> have due authorization from us to provide product(s) listed below and related service warranty, licensing and maintenance.

We endorse the warranty, contracting and licensing terms provided <Bidder> as per the requirement of this tender.

We further undertake that we as an OEM of the below mentioned equipments will discharge all responsibilities under warranty for the period indicated in the contract, in case the Bidder fails to do the same for any reason

We also certify that the below mentioned product being supplied by the <Bidder> meets the minimum specifications given in NIT

The authorization will remain valid till <Date of renewal of dealership> Sr. No.

Product Name | <Fill Model number and Product name>

...

Thanking You,

**Yours faithfully,**

**Authorized Signatory (ies)[In full and initials]:** \_\_\_\_\_ **Name**

**and Title of Signatory (ies):** \_\_\_\_\_

**Name of Bidding Company/Firm:** \_\_\_\_\_

**Address:** \_\_\_\_\_ *(Affix the Official Seal of the*

*Bidding Company)*

**ANNEXURE “B”**

**Technical Specifications**

**1. Mobile Based Barcode Scanner:**

<b>Mobile Device</b>	Handheld Rugged Mobile device with Holding Strap for Mobile holding when in use, ideally candy bar design for single hand operation
<b>Weight</b>	300 gms or less
<b>Display</b>	Display size Mini. 4.2 in. Or more WVGA, exceptional low power consumption, Minimum Gorilla Glass 2, exceptionally bright for easy reading, even in bright sunlight. Should be suitable for both finger and stylus usage
<b>Camera</b>	Auto Focus Mini 5 MP with user controled Flash
<b>Touch panel</b>	Capacitive, rugged touch panel with two point operation
<b>Power</b>	4000 mAH or more
<b>Expansion Slot</b>	32 GB microSD slot
<b>RFID/NFC</b>	built in HF RFID/NFC tag reading capability
<b>Network Connections</b>	USB 2.0 High Speed (host and client), WLAN, WWAN, Bluetooth & Mobile
<b>Keypad</b>	24-key numeric
<b>CPU</b>	1.3 GHz quad core processor or better
<b>Operating System</b>	Android 4.4.2 KitKat or better
<b>Memory</b>	1 GB RAM / 8 GB Flash or better
<b>Operating Temp.</b>	upto 50°C
<b>Storage Temp.</b>	from -40°C to 70°C
<b>Humidity</b>	5% to 85% non-condensing
<b>Drop Specification</b>	4 ft./1.2 mtr drop to concrete over operating temperature range per MIL-
<b>Tumble Specification</b>	300 1.6 ft./0.5 m tumbles; meets and exceeds IEC tumble specification
<b>Sealing</b>	IP65
<b>Orientation Sensor</b>	3-axis accelerometer for display and power management
<b>Light Sensor</b>	Automatically adjusts display back-light to maximize power efficiency
<b>Proximity Sensor</b>	Automatically detects when the user places the handset against head during a phone call
<b>Barcode scanning</b>	Integrated built in 2D barcode scanner for reading all 1D and 2D barcode symboloies speically 2D datamatrix and QR codes.
<b>Radio Frequency Band for Mobile Services</b>	Dual 3G (WCDMA & TD-SCDMA); GSM900, DCS1800, UMTS900, UMTS2100, TD-SCDMA B34, dual micro SIM

<b>GPS</b>	Integrated, Autonomous, Assisted-GPS (A-GPS)
<b>Radio</b>	Tri-mode IEEE® 802.11b/g/n
<b>Security</b>	WEP (40 or 104 bit) ; WPA/WPA2 Personal; WPA/WPA2
<b>Bluetooth</b>	Bluetooth 4.0 or better
<b>Comprehensive Warranty</b>	Warranty should be comprehensive and cover manufacturing
<b>Service centre</b>	OME should have in country service center operational for last 5 years
<b>Install base</b>	Suggested hardware should have install base of at least 5000 units in India and
<b>Presinstalled POS for excise department</b>	The device should be preloaded with POS APP for functioning in Retails shops as per CSMCL prevailing software.

**2. Bluetooth Battery operated printer:**

<b>Sr. No.</b>	<b>Feature</b>	<b>Specification</b>	<b>Remarks</b>
1	Print Method	Direct Thermal	Direct thermal receipt is required for total delivery and payment purpose
2	Resolution	At least 203 dpi resolution	203 dpi is standard for mobile printer, Element energy equalizer is helpful for superior printing quality and with better print head life and result.
4	Min Memory	8MB Flash/16MB SDRAM	sufficient memory is required to load the images, fonts and Unicode (other regional languages to print on the receipt)
	<b>Print Characteristics</b>		
5	Print speed	50mm per second	
6	Print Width	3 inches	almost 3" is required by APMC to print the receipt
7	Print Touch	NFC enabled-One touch to pair via bluetooth	with one tap pairing with the device and Bluetooth is useful for the worker. No extra efforts to put password from the specific location of the device. it is very helpful to invoke the application.
	<b>Communication</b>		
8	Cable communications	USB 2.0 Full Speed Interface with windows, Andriod/iOS environment	high speed USB port is helpful for printing from all such kind of operating system

9	Bluetooth communication	Bluetooth 2.1 printing from Windows CE,.NET, Pocket PC, Windows Mobile, Apple devices (iOS 6, iOS 5) and Andriod	
	Media Specifications		
11	Media Maximum Roll Size (OD)	Not more than 1.88"	
12	Maximum Media Width	3.0"	
13	Media thickness	Max. 4 mil	
14	Media Loading	Single push-button media access for simple re-loading	simple and easy paper loading mechanism is helpful for worker to save time
	Fonts		
15	Standard Fonts	Resident fixed and scalable fonts	resident font is helpful to print italic or bold characters on the receipt.
16	Indian Language Fonts	Support at least Hindi and 1 Regional Language (in each state) fonts and characters	if you need to print receipt in Hindi or any regional language, printer should understand and print.
	Barcode Symbologies		
17	1D Barcode symbologies	At least Code 11, Code 39, Code 93, Code 128, ISBT-128, UPC-A, UPC-E, EAN-8, EAN-13, UPC-A and UPC-E with EAN 2	
18	2D Barcode symbologies	At least PDF417, MicroPDF-417, Code 49, TLC39, Maxicode, Codablock, Data Matrix, QR code, Aztec	
	Drivers		
19	Windows Driver	Windows 2000/2003/XP, 2008,Vista, Win7, Win 8	
	Others		

20	Battery	min. 1600 mAh rechargeable lithium ion battery fitted printer with power adapter should be supplied with 7-8 hrs of battery	
21	Drop Specification	At least 4ft (1.2 m ) drop to concrete (multiple times)	drop and rugged printer is required for workers because printer will be used in field and it may drop during using.
22	IP rating	IP42-rated for dust and water resistance	Printer is going to use in outdoor so Product should be resistant from dust and water
23	Graphic Features	Supports user-defined fonts and graphics	
24	User Interface indicators	Intuitive LEDs indicate on/off, error and connectivity status	user friendly to understand the error and connectivity
25	Certification	Compliance-CE mark certification, UL compliance to IEC 60950-1 2, RoHS	
26	Weight	Max. 350 gms	light weight is helpful to use in routine days
27	Belt Strap	To keep hands free, an optional belt strap should be available as an alternative to the belt clip.	Comfortably wear the printer via belt clip for unobtrusive and convenient printing
28	Operating temperature	(-10°C to 50°C)	printer should not stop in high temperature in summer and rainy season.
29	Charging Temperature	0°C to 40°C	
30	Storage Temperature	(-20°C to 60°C)	
31	Operating Humidity:	10% to 90% non-condensing	
32	Service centre	OME should have in country service center operational for last 5 years	
33	Installbase	Suggested printer should have install base of at least 50000 printers globally and at least 1500 printers in India in last 3 years	

33	Warranty	Warranty should be comprehensive and cover manufacturing defects, where n tare and even accidental damages for 3 yrs and intone to extend for 2 more years	
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CSMC has rolled out successfully Hologram and barcode based retail sale of liquor and solution is steadily getting rolled out, starting with IMFL retail outlets. Country Liquor, Beer and Bar related use cases also will be getting added and eventually entire sale of liquor for the state of Chhattisgarh will be 100% digitized.

All operations right from receiving of goods at retail store, inventory counting, reporting shortages and breakages and actual sale of liquor is driven by rugged mobile device – Zebra MC36 along with preloaded mobile application designed and developed for CSMC

As Retail sale and track & trace of liquor is entirely depended on mobility devices and printers, it is pertinent to standardize all devices and associated items of one OEM only. Moreover, it is highly recommended to have following support and service arrangement in place to ensure application and solutions that has been rolled out now, keeps running and evolving smoothly

**RDM – Remote Device Management** – remotely stage, provision, control, monitor and manage all mobile computing devices rolled out for CSMC

**Software support and maintenance:** Software application running on mobile devices have been designed and deployed as per the needs of CSMC. Software application would continuously need updates, changes and new modules etc to be added based on emerging needs and in the constant quest and endeavor of Chhattisgarh govt to digitize various manual processes, having continuous software service and support agreement in place would ensure that application and use cases continuously under supervision and maintained by subject matter experts.

**Technology Used:** The present system is functional via android based APP, The services for Mobile scanners have been developed in DOTNET, the backend database is in Microsoft SQL server. The manpower deployed at Head Quarters should be capable of handling these software technologies.

**Regular Dashboard and Project monitoring:** mobile devices and printers will have many critical parameters like OS version, hardware firmware version, security, battery health, patch or application updates etc which if monitored regularly can ensure smooth functioning of devices and solution. End users of devices may not be subject matter experts and would keep needing expert help and advice on following best practices and SOPs. Regular dashboard updates can help manage and control adherence of SOPs and best practices. Any alarming issues or deviations can be highlighted by these dashboards and accordingly be brought to the notice of users and their managers/supervisors. The Operational Dashboard provides a graphical view of compelling events and device performance and repair status and history the number of devices in each status category (active, out of contact, lost/stolen, in repair, due back, or in spare pool) and the inventory of devices at each site. Device reports are available to help keep track of inventory. Utilization reports will help uncover under-

utilized or overtaxed devices. Battery reports help prevent unexpected device downtime due to battery-related issues. Service desk reports list case backlogs and case archives. repair reports detail which devices are in the repair process. it would also include remote device management license, 3 yrs support. RDM solution will allow to manage devices @ retail outlets, warehouses, excise dept users on the field. application updates, OS updates, restaging the device after repair and locking down the device access of user to only the application intended to be used. remotely managing and even controlling the hardware using RDM

### **Training and onsite support activities @ each district office:**

As connectivity, remoteness and being very mission critical in nature, any delay in support related activities would be hampering operations. additionally users will need regular training, updates and support as well for retail outlets as there is constant new recruitment and replacement of retail sales associates managing the retail vends of CSMC

It is advisable to have 1 support person in each of 27 district centers who would manage these activities and ensure that all the users, devices and overall system remains up to date and any issues reported which are not addressed through RDM would require sites to be visited. Hardware repair and RMA logistics also would also be supported by this support team

**Annexure “C”**

**BID FORM**

To,  
Managing Director  
CSMC  
Aabkari Bhawan  
Labhandi Chokranala, s,  
Raipur, Chhattisgarh-492001

Sir,

Having examined the bidding documents, we undersigned, offer to supply and deliver (description of goods and services) in conformity with the said bidding documents as per the prices given in the price schedule. We undertake, if our bid is accepted, to commence delivery within (number) days and to complete delivery of all the items specified in the contract within (number) days calculated from the date of receipt of your Purchase Order.

We agree to abide by this bid for a period of 30 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you may receive. Dated \_\_\_\_\_ day  
of \_\_\_\_\_ 2017

Signature and Seal of the Bidder

**ANNEXURE “D ”**  
**PRICE SCHEDULE**

To,  
Managing Director  
CSMC  
Aabkari Bhawan  
Labhandi Chokranala, s,  
Raipur, Chhattisgarh-492001

Bid form for bid no. ----- date of opening -----

I, We ----- hereby offer to supply the following items at the prices and within the period indicated below

Item	Description	Unit	Price per Unit	Total Price Exclusive of GST
(1)	(2)	(3)	(4)	(5)
A(a)	Mobile Based Barcode Scanner	128		
A(b)	Bluetooth Battery operated printer	718		
A(c)	Dashboard, RDM & Central Software support Manpower at HQ	Quarterly		
<b>Grand Total (Sum of all Prices quoted in Column 5)</b>				

2. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of goods required and our offer is to supply goods strictly in accordance with the requirements and according to the terms mentioned in the bid.

3. Above rates are inclusive of all taxes and Rates are valid for a period of 1 years from signing date of Contract.

4. We will deliver the equipment as per required schedule given on the purchase order (requirement) received from CSMC

5. The contract can be extended for further I year on mutually agreed terms and conditions on quoted rates.

**Note:-** a) The Bidders may prepare their bid form as per this Performa. b) No change in the Performa is permissible.

c) No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial by the bidder.

Dated \_\_\_\_\_ 2017 (Signature and seal of manufacturer/ bidder)

**ANNEXURE “ E”**

**DECLARATION FOR NOT BLACK LISTED**

Date.....

To,  
Managing Director  
CSMC  
Aabkari Bhawan  
Labhandi Chokranala, s,  
Raipur, Chhattisgarh-492001

Dear Sir,

Ref.: Tender No.

I / We ..... hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit /Central Government.

Signature of Bidder.....

Place : Name

.....

Date : Designation

.....

Seal

## ANNEXURE- F

### PRE-CONTRACT INTEGRITY PACT

#### 1. GENERAL

- 1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month ..... 20..... between, the CSMC acting through Shri. .... (Designation of the officer, CSMC) CSMC (hereinafter called the "BUYER", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s ..... represented by Shri ..... Chief Executive Officer (hereinafter called the "BIDDER/SeIIer", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

#### 2. OBJECTIVES

NOW, THEREFORE, the BUYER and the BIDDER agree to enter into this pre-contract agreement, hereinafter referred to as Integrity Pact, to avoid all forms of corruption by following a system that is fair, transparent and free from any influence/prejudiced dealings prior to, during and subsequent to the Contract to be entered into with a view to:-

- 2.1. Enabling the BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

#### 3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

- 3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The BUYER will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.
- 3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima fade found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the BUYER and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the BUYER the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract orpost-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the BUYER or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the BUYER that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the BUYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

#### **5. PREVIOUS TRANSGRESSION**

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

#### **6. EARNEST MONEY & SECURITY DEPOSIT**

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) Earnest Money deposit through Bank Draft in favour of Managing Director, CSMC, Raipur payable at Raipur
  - (ii) Security Deposit in form of Bank as per Clauses of tender document
- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4. No interest shall be payable by the BUYER to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

## **7. SANCTIONS FOR VIOLATIONS**

7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

(xi) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

7.2. The decision of the BUYER to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

## **8. FALL CLAUSE**

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied

by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER, if the contract has already been concluded.

**9. INDEPENDENT MONITORS**

- 9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.
- 9.6. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

**10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provisions of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information of the relevant documents and shall extend all possible help for the purpose of such examination.

**11. LAW AND PLACE OF JURISDICTION**

This Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

**12. OTHER LEGAL ACTIONS**

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

**13. VALIDITY**

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
  - 13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.
14. The parties hereby sign this Integrity Pact at ..... on.....

**BUYER SIGNATURE**

**BIDDER SIGNATURE**

**Name of the Officer**

**CHIEF EXECUTIVE OFFICER**

**Designation**

**Department/ PSU**

Witnesses

1).....  
.....

2).....  
.....

Witnesses

1).....  
.....

.....

**ANNEXURE-G**

**LETTER OF AUTHORISATION FOR ATTENDING BID OPENING  
(To reach on \_\_\_\_\_ or before date of bid opening)**

To

Managing Director  
CSMC  
Aabkari Bhawan  
Labhandi Chokranala, s,  
Raipur, Chhattisgarh-492001

Subject – Authorisation for attending bid opening on \_\_\_\_\_ (date) in \_\_\_\_\_ the Tender of \_\_\_\_\_.

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of \_\_\_\_\_ (Bidder) in order of preference given below.

<b>Order of Preference</b>	<b>Name</b>	<b>Specimen Signature</b>
----------------------------	-------------	---------------------------

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder