

CHHATTISGARH STATE MARKETING CORPORATION LTD., RAIPUR, CHHATTISGARH

Tender for supply of IT related items for Foreign and Country Liquor Shops operated by Chhattisgarh State Marketing Corporation Ltd.

Tender. No.: CSMCL/Tender/2018-19 /20

Dated: 07-06-2018

DATE OF TENDER	:	07-06-2018
LAST DATE AND TIME OF TENDER SUBMISSION	:	22-06-2018, 3.00PM
DATE AND TIME OF OF OPENING THE TECHNICAL BID	:	22-06-2018, 4.00PM

ADDRESS OF THE TENDERER:

Managing Director, CSMCL
Aabkari Bhawan, Second Floor
Chokra Nala, Labhandi
Raipur, Chhattisgarh

Issued by-

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

DISCLAIMER

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 be OEM 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

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 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 Selection of Bidders to assist the Corporation in carrying its business in agile and transparent way.

1.3 '*Bidder*' means an organization submitting the proposal in response to RFP.

2. ABOUT RFP:

Corporation intends to deploy the following:

- A. supply, install and commission Smart Card based Cash Collection Monitoring and reporting system (cash management being performed by outsourced cash management agency)
- B. Supply, Install and Maintain a Biometric attendance system based on Zebra Devices at CSMCL Stores for marking attendance of employees, staff and workers (these staff being sourced from various manpower agency)
- C. Supply & Installation of Mobile Scanners, Printers and associated software
- D. Supply & Installation of Storage Infrastructure

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	<p>Cost means the total cost to be incurred towards</p> <ul style="list-style-type: none">A. supply, install and commission Smart Card based Cash Collection Monitoring and reporting system (cash management being performed by outsourced cash management agency)B. Supply, Install and Maintain a Biometric attendance system based on Zebra Devices at CSMCL Stores for marking attendance of employees, staff and workers (these staff being sourced from various manpower agency)C. Supply & Installation of Mobile Scanners, Printers and associated softwareD. Supply & Installation of Storage Infrastructure
6. Purchaser	Purchaser means CSMCL or the agencies identified by CSMCL for whom this empanelment 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	CSMCL or Agencies identified by CSMCL

2. SCHEDULE OF NIT

1	Tender No	
2	Tender Estimated Cost	Rs. 3.75 Crore
3	Name of the tender issuer	The Managing Director, CSMC Limited
4	Date of issue of tender document	07.06.2018
5	Last Date for Submission of Bids	22.06.2018 – 03:00PM
6	Date of Opening of Technical Bids	22.06.2018 – 04:00PM
7	Date of Commercial Bid opening	22.06.2018 – 04:30PM
8	Address of Communication	CSMCL, 4 th Floor, Aabkari bhawan, Labhandi, Raipur, Chhattisgarh– 492012
9	Earnest Money Deposit (EMD)	Rs. 12.00 Lacs in form of Demand Draft in favor of Managing Director, CSMCL
10	Cost of tender Form.	Rs. 2000.00

Note :- PSUs are exempted from EMD.

(Bid Document and subsequent clarifications on bid terms if any can be down loaded from CSMCL web site <https://excise.cg.nic.in/csmcl>. 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 of Bid security (EMD)

3. ELIGIBILITY CRITERIA

This NIT is open to all the 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 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
1	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.
2	The Bidder must have a minimum average annual turnover of at least Rupees 10.00 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.
3	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business..	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.
4	The bidder should have completed at least one job, of worth Rs 5.0 Cr, of supply of Electronic items and integration/upgradation of software in any Govt./PSU Organization. The OEM of devices , wherever applicable, should have completed a similar project in any organization of repute.	Copy of PO placed by any of the departments of the Central, State Governments, PSUs or corporate of repute with project completion certificate.

5	Bidder should submit signed and scanned copy of the Authorization letter from following OEM/Manufacturer, which are the core of entire end-to-end setup, of Mobile Devices (Scanners as well as Printers)	- Authorisation Letter to be submitted along with Proof of "Mobile device OEM" having completed at least one project including Remote Device Management in any Business/Govt Organisation in last 2 years -
6	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
7	Bidder should submit Authorization letter from the OEM of Mobile Devices and its associated software	Self attested copy Authorization letter from the OEM as mentioned in the bid.
8	Estimated Cost of Work	Rs. 3.75 Crore
9	Earnest Money Deposit (EMD)	PSUs exempted

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, have also been 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 along with preloaded mobile application designed and developed for CSMC

In its pursuit to make CSMCL more efficient and agile from place of production to place of consumption, Corporation intends to deploy the following:

- A. supply , install and commission Smart Card based Cash Collection Monitoring and reporting system(cash management being performed by outsourced cash management agency)
- B. Supply, Install and Maintain a Biometric attendance system based on Zebra Devices at CSMCL Stores for marking attendance of employees, staff and workers(these staff being sourced from various manpower agency)
- C. Supply & Installation of Mobile Scanners, Printers and associated software
- D. Supply & Installation of Storage Infrastructure

5. The selected bidder will be required to perform the following tasks:

- A. Install central side equipment (hardware, software etc), if needed, at State Data center in Raipur. CSMCL shall provide all Infrastructures such as Power, Air conditioning, access control. The bidders are requested to visit Data center and can have the information from Project manager CSMCL.

- B. Supply and Installation of Smart Card based Cash Collection Monitoring and reporting system (cash management being performed by outsourced cash management agency) meeting the scope as per Annexure-I.
- C. Supply and Installation of a Biometric attendance system based on Zebra Devices at CSMCL Stores for marking attendance of employees, staff and workers(these staff being sourced from various manpower agency) meeting the scope as per Annexure-II.
- D. Supply & Installation of Mobile Scanners, Printers and associated software as per Annexure-III
- E. Supply & Installation of Storage Infrastructure as per Annexure-IV

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-I to IV, 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. Un Priced " Price Bid as per Annexure D" confirming that the bidder has quoted all the line items. Peacemeal offer would not be accepted.
 - 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.
8. **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 COVER EDUNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.
13. **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.
14. **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.
15. **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.
16. **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.
17. **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 forfeit 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 15, 16 and 17 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 be deemed to have been 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(devices) quoted should be covered for One year comprehensive onsite replacement guarantee from date of final delivery and acceptance by end user.

27. SPECIAL CONDITIONS OF BID

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.

B. 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.

C. ACCEPTANCE :

The supplied Software/ Hardware should be in working condition.

D. 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.

E. SUPPORT SERVICES:

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

F. PAYMENT TERMS

- i. All payments will be made in INR only.
- ii. Payment will be released after acceptance certificate received in line with the payment terms mentioned on Purchase Order.
- iii. 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.
- iv. 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.
- v. Payment shall be made within 15 days of the submission of proforma invoice/invoices.
- vi. 90% of Payment for Smart Card devices shall be on delivery & balance on installation and integration with the CSMCL data centre. This payment would be made by the designated cash collecting agency and for this purpose the rate finalized for smart card, henceforth called empanelled rate for smart card, shall be communicated to the designated users by CSMCL
- vii. 90% of Payment for Bio Metric devices shall be on delivery & balance on installation and integration with the CSMCL data centre. This payment would be made by the designated manpower agency and for this purpose the rate finalized for Bio Metric Devices, henceforth called empanelled rate for Bio Metric Devices, shall be communicated to the designated users by CSMCL
- viii. 100% payment for Annexure-III & IV shall be made on delivery.

Annexure-I

CSMCL is seeking a suitably qualified contractor to supply , install and commission Smart Card based Cash Collection Monitoring and reporting system.

Key Objective:

- To eliminate the manual paper work
- To help to track the amount collected from shop by agency staff.
- Use of present Mobile POS devices deployed at Shops
- Multiple level of Authorisation for device specially designed HF card/ password
- Issuance of receipt confirming the collection

Present Activity & Challenges

- In present Scenario Cash collector visit to liquor shop for cash collection on daily basis.
- Shop in charge / manager handover the collected cash for respective day.
- Cash collector receive the cash & move for the day.
- Further cash collector move to bank for depositing the cash.
- Bank Manager / authorize person count the received cash.
- Once the process is completed collector gets the confirmation receipt from bank regarding the cash deposition.
- SOEM time due to human error or any other reason the cash amount collected from Shop & depositing in bank have variation.

Solution Required

- Each Cash Collector to be assigned a smart card encoded with encrypted authentication. eKYC and data collection(in the bidder format) of outsourced cash collectors shall be responsibility of CSMCL's outsourced cash management agency only
- All the Information related to user will be store in centralised Database for any verification or authorization.
- Cash Collector will enter his user name & Password & again tag his ID card on CSMCL's existing Zebra MC 36 mobile computer for validation.
- Application will validate the user information.
- With correct user information cash collector enter the amount collected for the liquor Shop.
- Once the information entered into the Zebra MC36 mobile terminal automated confirmation receipt will be generated from existing Zebra mobile printer.
- One receipt will be available with store manager & second one with cash collector.
- All the respective data will update to backend database on online/offline method based on the connectivity.

Solution component

Sr.No	Device	Description
1	Card Printer	<p>Card Printer with smart Card Encoder: direct-to-card printer having standard features</p> <p>True Colours® ix Series™ ZXP 3 high-performance ribbons with intelligent media technology</p> <ul style="list-style-type: none"> • High capacity, eco-friendly Load-N-Go™ drop-in ribbon cartridges • ZRaster™ host-based image processing • Auto calibration of ribbon • USB connectivity • Microsoft® Certified Windows® drivers • Print Touch NFC tag for online printer documentation and tools • 100 card covered feeder (30 mil) • 45 card capacity output hopper (30 mil) • 16-character LCD operator control display • 300 dpi (11.8 dots/mm) print resolution <p>Kensington® secure lock slot And Printing Specifications Dye-sublimation thermal transfer direct to card Full color or monochrOEM printing Single- or dual-sided printing 700 cards / hour monochrOEM single-sided 195 cards / hour single-sided YMCKO 140 cards / hour dual-sided YMCKOK Edge-to-edge printing on standard CR-80 media</p> <p>Having Media Specifications</p> <p>intelligent technology automatically to detect and authenticate ribbon Integrated cleaning roller included with each ribbon Media Starter Kit (single-sided): 1 YMCKO ribbon, 200 30-mil PVC cards Specially designed cleaning supplies to simplify preventive maintenance</p> <p>Physical Characteristics : L*H*W (14.5"*9.3"*7.9"); Weight: 5.5Kg</p> <p>Interface: USB v2.0</p> <p>Software Tools: CardStudio card design and issuance software supporting Windows® XP (32 bit), Windows Vista® (32 and 64 bit), Windows Server® 2003 (32 bit), Windows 7® (32 and 64 bit), Windows Server 2008 (32 and 64 bit), Windows 8® and Win 8 Pro (32 and 64 bit), Windows Server 2012 (64 bit)</p>

2	Smart Card Printer Accessories	Printer Ribbon for 200 cards Cleaning Kit
3	Smart Card	ISO Proximity Contactless HF RFID card: Having HF and UHF Options for dual frequency (collocate with HF and UHF in the same card), magnetic stripe, customized printing should be available Dimension: 86mm*54mm*0.86mm Working Frequency: 13.56MHz/860-960 MHz Reading Range: 5-12cm Material: PVC/PET Weight: 6.5g RoHS Compliant (certification and authorisation by Zebra needed as it would interface with MC36 using secured encryption)
4	Smart Card Holder	Compatible Holder for Smart Card
5	Software Application for Cash Collection System per MC36 Device	Cash Collection Software Application - Encoding Module - Cash Collection Module - Print Receipt Module -Web based Reports
6	Note Counting Machine compatible with above said	Hopper capacity: 200; Stacker capacity: 250; counting speed: 1000; LCD Display; Power Consumption: 80W Output from these devices need to be entered on the host device software as per bidder format either on standalone mode or network mode

ANNEXURE-II

BIOEMTRIC ATTENDANCE

This is being implemented To Eliminate

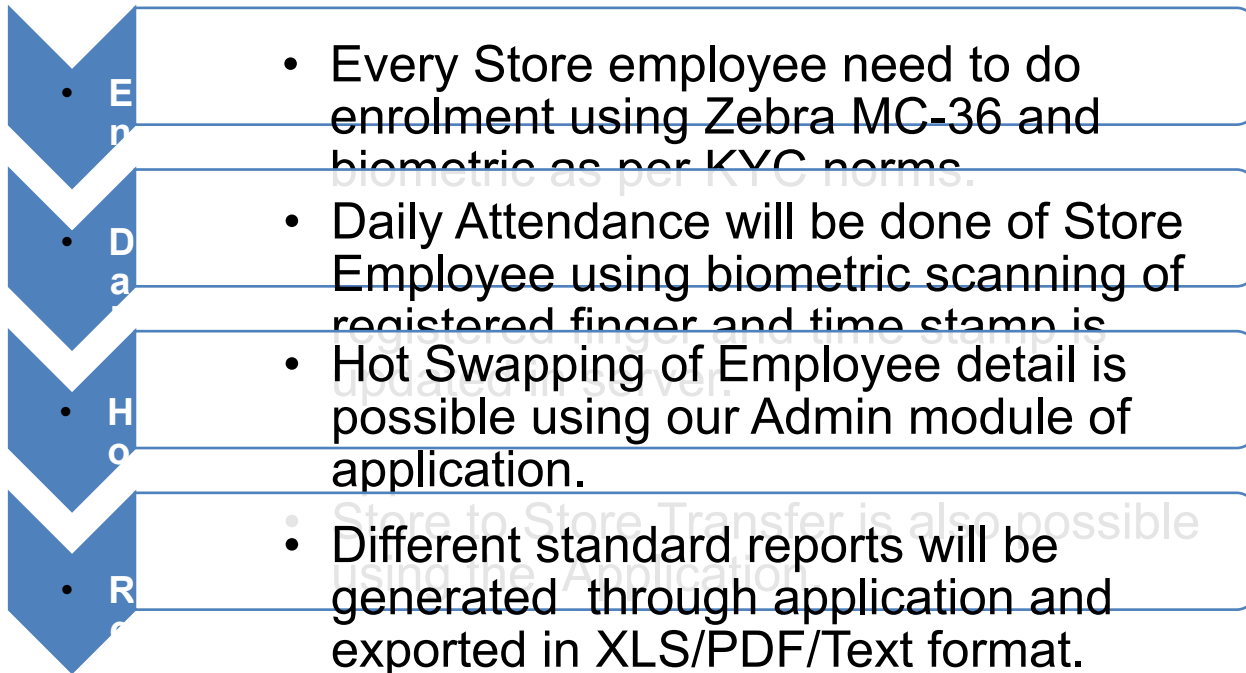
- Manual Identification of employees
- Manual records
- Manual report per stores
- Manual authorization

The vendor getting the contract shall deploy the Biometric Attendance System to be used through micro USB Fingerprint Devices connected to the designated Zebra devices at various locations. eKYC and data collection(in the bidder format) of outsourced staff shall be responsibility of CSMCL's outsourced manpower agency only.

Envisaged Solution

- **The Solution for Employee Attendance which shall validate the employee ID using Finger Print of the employee in Zebra MC-36 device.**
- **One time Enrolment of Employee, staff will be done using KYC norms by the manpower agency. The KYC Gateway and enrolment fees based on UIDAI compliance**
- **This process is known as Finger Print Enrolment. Subsequently it will be repeated for new joiners.**
- **The Application will consist of programmed / encoded with the employee details like registration no., card type (staff, employees), validity, etc.**
- **The unique Finger Print will be mapped in the application database with these relevant details.**
- **The MC-36 device will be loaded with this application used for hot swapping and transfer case using Admin module.**
- **The normal operation of Attendance would be to place the finger (pre defined) on the BioEMtric sensor.**
- **Application will complete the process of authentication and then generate a time stamped transaction for IN as well as OUT .**
- **The ID/Data on this is captured and uploaded automatically with the time-stamp to the server using GPRS interface.**
- **The system will generate a transaction file containing the record of each employee with date time stamp. This file can be an XML / CSV / TXT file**

Application Flow Diagram



Component of Attendance System

1. Existing Zebra MC-36 Device
2. USB Bio Metric Device:

Dimensions-68.7 x 39.7 x 15.3 mm (2.7 x 1.56 x 0.6 inches)

Weight -40g (1.41 oz)

Database capacity (users)-500, extendable to 3000(1) or 5000(2)

Matching speed-0.9s in 1:1 mode / 1s in 1:500 mode

High Performance Sensors: 500 dpi, 256 Grey Scale

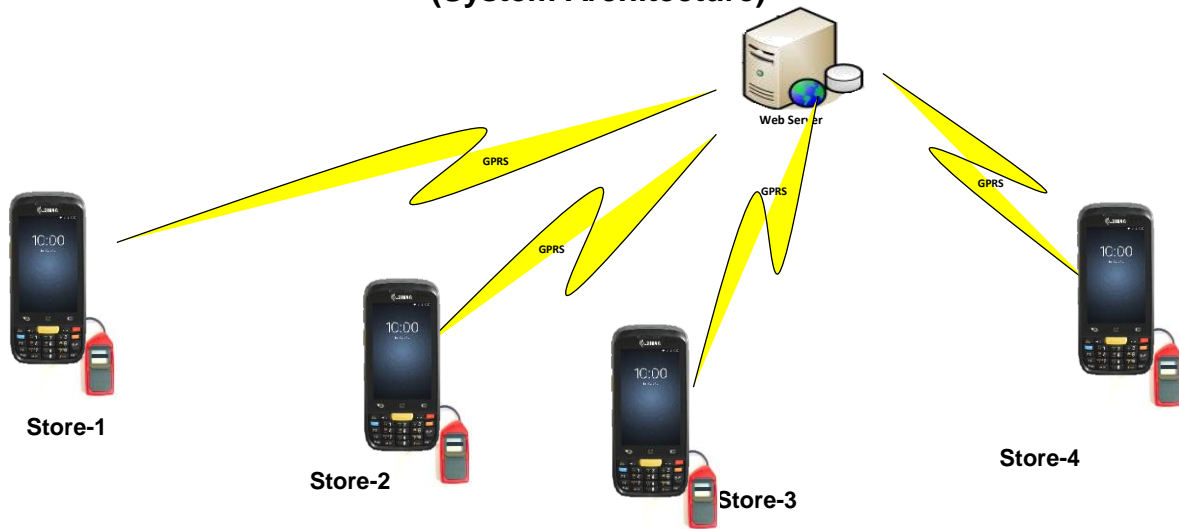
Certifications-RoHS, REACH, WEEE

Software Application for Attendance should contain

- (Database – SQL Server)

- Finger Print Registration (Access Grant / Revoke)
- ADMIN Operations for Master Creations (Employee data, Transfer records, Hot swapping)
- Reader Master
- Attendance Process
- Export Provision - CSV format data for Integration
- Auto Data Uploading
- IN/OUT Date Time Report
- Report store wise. (Total no. employees in each Stores, no. of employees absent their count of total absent continuously, no. of employees on leave.)

**ID/Data capture using Bio-Metric using GPRS data network
(System Architecture)**



1	Biometric Device	Micro USB Biometric Device(certificatin and authorisation by Zebra needed as it would interface with MC 36 using secured encryption)
2	Enclosure	Enclosure for MC-36 and Biometric reader
3	Software Application for Attendance System through MC36 Device	Attendance Software Application - Enrolment Module -Daily Attendance Module - Hot Swapping Module -Transfer Module -Web Based Reports

MIS Reports: The system should support integrated powerful MIS with minimum following Reports branch wise, Region wise, Zone wise and CSMCL as a whole

- Daily Attendance Report
- Attendance Register
- Machine wise Attendance Report

- d. Branch ID wise Attendance Report
- e. Leave status report of employee
- f. Daily Checkout report
- g. Employee Check-in and Check-out Log Report
- h. Summary of Late coming employees
- i. Summary report of punctual Employees for a specified period
- j. Attendance Summary Report etc.
- k. User-based access to various attendance reports.
- l. Generation of periodic attendance reports for Corporate Office as well as for CSMCL Offices and branches
- m. Tracking of late-coming, special duty, overtime etc. of employees across the CSMCL Offices.

Supply & Installation of Mobile Scanners ,Printers and associated softwares

1. Mobile Based Barcode Scanner: 300 Nos

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

GPS	Integrated, Autonomous, Assisted-GPS (A-GPS)
Radio	Tri-mode IEEE® 802.11b/g/n
Security	WEP (40 or 104 bit) ; WPA/WPA2 Personal; WPA/WPA2
Bluetooth	Bluetooth 4.0 or better
Comprehensive Warranty	Warranty should be comprehensive and cover manufacturing defects wear & tear and even accidental damages for 3 yrs and option to extend for 2 more years
Service centre	OEM should have in country service center operational for last 5 years
Install base	Suggested hardware should have install base of at least 5000 units in India and
Presinstalled POS for excise department	The device should be preloaded with POS APP for functioning in Retails shops as per CSMCL prevailing software.

2. Bluetooth Battery operated printer: 300 Nos

Sr. No.	Feature	Specification	Remarks
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)
	Print Characteristics		
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.
	Communication		
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 Android	
	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	OEM should have in country service center operational for last 5 Years	
33	Install base	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, wear & tear and even accidental damages for 3 yrs and option to extend for 2 more years	
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3. Additional RDM licences for 800 mobile computing devices

CSMC has implemented successfully Remote Device Management software to remotely stage, provision, control, monitor and manage around 1000 mobile computing devices rolled out for CSMC. In order to augment and streamline the RDM operation, CSMCL needs 800 more licenses for the same. Moreover the RDM would be used for the following:

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. 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.

4. Agile Dashboard to provide dynamic data discovery in a self-service environment wherein the analysis is not governed or limited by pre-built graphical widgets. This Dynamic data discovery shall be used by CSMCL Management to monitor the project as well as visualize Statistics of data received from all users . It Should support connecting & fetching data both directly from the data sources to work with transactional level data and store data in-memory for faster analysis

Supply & Installation of Storage Infrastructure**1. SAN Storage: Qty 01**

SAN Storage Specs	
Sr. no.	Specs
1	The Storage System shall have minimum two controller configuration running in an active-active mode scalable to four controllers for performance and capacity.
2	The system should have 16 GB Data cache (for SAN disk I/O Operation) Write cache should be mirrored and battery backed. The controller should support cache destaging to disk to protect cache data.
3	The Storage System should support Raid Levels 1, 0, 5, 6, 10 Offered Storage shall support Distributed raid (DRAID) to improve recovery time of failed disk drives in an array by the distribution of spare capacity between primary disks
4	The Storage System shall have below front end and Backend ports: front end port: -8 x 16Gbps FC port and 4 x 1Gb iSCSI/FCoE Backend port: 1 x 12Gb port per controller
5	System should be scalable up to 390 Disk Drives by adding disk shelves and should be manageable by single interface.
6	Offered Storage shall have 100TB(RAW) capacity using 10k rpm (with option of only SAS and hybrid of SAS(80%)& SSD(20%) drives and one additional drives as hot spare.
7	The Storage System should have support for SSD, SAS Drives, NL SAS Drives.
8	Offered Storage shall have battery backup for 72 Hrs or equivalent mechanisms to protect data on the cache in case of power failure.
9	The storage array should be configured as per the solution requirement

10	Offered Storage shall Support for hybrid cloud configurations to integrate storage with any of the cloud provider, This may required to create backup copy on the cloud.
11	The Storage System should have the capability to support Non-Disruptive Data migration across Volumes in the internal storage pool
12	The storage shall have the ability to create logical volumes without physical capacity being available (Thin Provisioning) or in other words system should allow over-provisioning of the capacity. The feature should be made available for the maximum supported capacity
13	The Storage System shall have the Capability to support creation of instantaneous or Point In Time Snapshot copies of volumes. The snapshot feature should support incremental, thin provisioned and also have the capability for the snapshot targets to become restore points for a source volume without breaking the snapshot relationship.
14	The Storage System Should provide support for host multipathing drivers
15	Any licenses for the above functionality should be included.
16	The Storage System shall support Synchronous/ Asynchronous Replication for DR Strategy.
17	Easy to use GUI based and web enabled administration interface for configuration, storage management.
18	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX,Vmware
19	The system shall support Fully Redundant & Hot Swappable Fans & Power Supplies.
20	System should have drivers to support deployment in an Open Standards (OpenStack) based cloud management environment; Direct support from OEM

2. Backup Software for enabling backup of the abovesaid storage in addition to existing 100TB SAN with the help of Existing Tape Drive alongwith sufficient media in consonance with stated backup policy.

3. Database System Software : Enterprise Edition software with AMC to concomitant with servers for 12 Core along with upgrade of existing servers(12 Nos) management tools to enterprise level with automation enablement.

NNEXURE "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 Name1 <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 “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 _____ 2018

Signature and Seal of the Bidder

ANNEXURE “D ”
PRICE SCHEDULE

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

Date of Opening.....

Bid form for bid no.

1. Wehereby 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)	Softwares required for deploying Cash Monitoring and reporting system on CSMCL datacenter	1Lot		
A(b)	Softwares required for deploying Attendance recording and reporting system on CSMCL datacenter	1 Lot		
B(a)	Smart Card Printer as per Annexure-I	1		
B(b)	Smart Card printer Accessories as per Annexure-I	1		
B(c)	Smart Card as per Annexure-I	200		
B(d)	Smart card Holder as per Annexure-I	200		
B(e)	Note Counting Machine as per Annexure-I	300		
B(f)	Micro USB Biometric Device as per Annexure-II	700		
B(g)	Mobile Based Barcode Scanner as per Annexure-III	300		
B(h)	Bluetooth Battery operated printer as per Annexure-III	300		
B(i)	RDM Licence as per Annexure-III	800		

B(j)	Agile Dashboard only for 5 Top Management as per Annexure-III	1 Lot		
B(k)	SAN Storage as per Annexure-IV	1		
B(l)	Backup Software as per Annexure-IV	1		
B(m)	Database System Software as per Annexure-IV	1		
Grand Total (Sum of all Prices quoted in Column (5))				

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 exclusive 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 1 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 _____ 2018 (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/Seller", 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 ay 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 or post-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 cOEM to an agreement to their original intentions.

14. The parties hereby sign this Integrity Pact at _____ on.....

BUYER SIGNATURE

Name of the Officer

Designation

Department / PSU

Witnesses

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

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

BIDDER SIGNATURE

CHIEF EXECUTIVE OFFICER

Witnesses

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

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

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.

Order of Preference	Name	Specimen Signature
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I.

II.

Alternate Representative

Signature of bidder

Or

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