

**CHHATTISGARH STATE MARKETING CORPORATION LIMITED,  
RAIPUR, CHHATTISGARH**

**Tender for supply installation and maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipment with accessories for Foreign and Country Liquor Shops operated by Chhattisgarh State Marketing Corporation Ltd.**

**Tender. No.: CSMCL/Tender/2021-22 /11      .Dated: 15-2-2022**

<b>DATE OF TENDER</b>	<b>:</b>	<b>15-2-2022</b>
<b>LAST DATE AND TIME OF TENDER</b>	<b>:</b>	<b>08-03-2022, 3.00PM</b>
<b>DATE AND TIME OF OPENING THE TECHNICAL BID</b>	<b>:</b>	<b>08-03-2022, 4.00PM</b>

**ADDRESS OF THE TENDERER:**

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

---

**Issued by-**

CSMCL (Chhattisgarh State Marketing Corporation Limited) CSMCL Building, 4<sup>th</sup> 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 the entire 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:

Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Remote Device Management (Storage HDD, Biometric Device and Audio Visual equipments with accessories at CSMCL, Raipur.

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.

2.2 The item quantity mentioned in the tender may be staggered at the time of supply as per our site preparedness.

## TABLE OF INDEX

<b>S.No</b>	<b>Particulars</b>	<b>Page Number</b>
1	SHORT TITLES USED IN THE TENDER DOCUMENT	5
2	SCHEDULE OF NIT	6
3	ELIGIBILITY CRITERIA	7
4	SCOPE OF WORK	8
5	MINIMUM TECHNICAL SPECIFICATION	9
6	BID SUBMISSION	9
7	AWARDING CRITERIA FOR CONTRACT	11
8	GENERAL TERMS AND CONDITIONS OF THE BID	12
9	ANNEXURE "A"	19
10	ANNEXURE "B"	20
11	ANNEXURE "C"	32
12	ANNEXURE "D"	33
13	ANNEXURE "E"	35
14	ANNEXURE "F"	36
15	ANNEXURE "G"	44

## 1. SHORT TITLES USED IN THE TENDER DOCUMENT

1. Bidder	Bidder means the Original Equipment Manufacturer (OEM) who makes a formal offer in pursuance of the Tender floated either directly or through its authorised Partners.
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 outright procurement cost to be incurred towards Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipments with accessories at the CSMCL.
6. Purchaser	Purchaser means CSMCL .
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

## 2. SCHEDULE OF NIT

1	<b>Tender No</b>	
2	Tender Estimated Cost	Rs. 06 Cr.
3	Name of the tender issuer	The Managing Director, CSMC Limited
4	Date of issue of tender document	<b>15-2-2022</b>
5	Last Date for Submission of Bids	<b>08-03-2022</b> – 03:00PM
6	Date of Opening of Technical Bids	<b>08-03-2022</b> – 04:00PM
7	Date of Commercial Bid opening	<b>Will be intimated later.</b>
8	Address of Communication	CSMCL, 4th Floor, Aabkari bhawan, Labhandi, Raipur, Chhattisgarh– 492012
9	Earnest Money Deposit (EMD)	Rs. 20 Lakhs in form of Demand Draft in favor of Managing Director, CSMCL
10	Cost of tender Form.	Rs. 20,000.00

**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. 20,000.00 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.

<b>S/No.</b>	<b>Minimum Eligibility Criteria</b>	<b>Proof to be submitted for fulfilling the Eligibility Criteria</b>
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 3 Cr. During any of the 3 completed financial years i.e. FY17-18, FY 18-19 & FY 19-20 in India.	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. 1 Cr. of supply of IT/ Electronic items and integration/upgradation of hardware and software in any Govt./PSU	Copy of PO placed by any of the departments of the Central, State Governments, or PSUs

5	Bidder should submit signed and scanned copy of the Authorization letter from the OEM/Manufacturer of offered Barcode Scanner and Bluetooth Printer.	- OEM Authorization Letter. -
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	Earnest Money Deposit (EMD)	The bidder should furnish, as part of its Proposal, an Earnest Money Deposit (EMD) of the <b>Rs.20,00,000/- (Twenty Lakhs only)</b> . The EMD should be in the form of Demand Draft/ Bank Guarantee, drawn on any Nationalized/Scheduled Bank payable at Raipur in favour of Managing Director, CSMCL Chhattisgarh. Government and PSU, if bidding, shall be exempted from EMD as well as security deposit. MSME registered units shall be exempted from EMD only.

#### **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 is 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 CSMCL.

In its pursuit to ramp up of automation at retail stores, CSMCL is contemplating to procure 1000 handheld scanners and 300 mobile printers, 300 compatible Biometric devices and Audio Visual equipment along with upgradation of hard disk of Dell SAN Storage.



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

Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipments with accessories on outright purchase basis.

**6. TECHNICAL SPECIFICATION**

Please note that the detailed Software and Hardware specifications are given below.

Bidders may quote their rate mentioned in Annexure-B.

**7. 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 Letter as per Annexure-A
2. Technical Compliance to Specification of all the items for Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipments as per AnnexureB, duly signed and stamped.
3. Tender Terms and Conditions duly signed and stamped
4. Bid Form (as ANNEXURE - C) duly signed and stamped
5. Declaration form duly signed (as ANNEXURE - E)
6. Un-priced Price Bid for all the items ( piecemeal offer not accepted) as in format Annexure-D
7. Acceptable instrument towards EARNEST MONEY DEPOSIT (EMD).
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 Purchase Order will be evaluated for its conformity of the required documents. ONLY SUCCESSFUL TENDERER WHO QUALIFIES IN THE TECHNICAL EVALUATION FOR ALL THE 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 Department, Government of Chhattisgarh (henceforth referred as Department 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 Department.

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 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 qualify in "Technical Bid" the EMD shall be refunded.

## 8 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, it shall have the right to reject the Bid and if after selection, it 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. A W A R D O F CONTRACT

- i. The bidder might be asked to sign a contract/ agreement with CSMCL and submit their Performance Bank Guarantee (PBG) as per tender within the period of 30 days. However, a penalty as mentioned in service clause in this NIT will be imposed on the bidders availing grace period time (of 15 days). Further, CSMCL may reserve the r i g h t to cancel the P u r c h a s e 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. Maintain on quality services of all the available materials.
  - iii. Delivery would be on staggered mode as per site preparedness.
  - iv. Increase the quantity requirements to an extent of 50% of the Maximum Tendered quantity within one-year period from signing of Contract Purchase Order.
  - v. Change the list of areas of service locations from time to time based upon the requirement of the department.

## 9. 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 technical 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 90 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, if applicable, 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. **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 service provider in the performance of its services obligations shall render the service provider 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 CSMCL, 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 CSMCL against the Purchase 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, CSMCL. 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 CSMCL CG, CSMCL 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: CSMCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to t h e 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 CSMCL. may authorize in writing) after receipt of the default notice from CSMCL.

18. FORCE MAJEURE

- a. Notwithstanding the provisions of clauses 1 6, 17 and 18 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 CSMCL Dept. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God like COVID-19 or similar disaster as notified by Govt. of India or State Govt. Notified by Gov. of India or any State Gov. during currency of the contract.
- c. If a force majeure situation arises, the supplier shall promptly notify to CSMCL Dept. in writing of such condition and the cause thereof. Unless otherwise directed by CSMCL Dept. 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 ( except those notified by Govt.) be in force for a period of 60 days or more at any times, CSMCL Dept. shall have the option to terminate the contract on expiry of 60 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.

19. TERMINATION FOR INSOLVENCY: CSMCL Dept. may at any time cancel the purchase order 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 CSMCL .
20. RESOLUTION OF DISPUTES: CSMCL 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 CSMCL 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.
21. 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 Purchase Order. The Order shall deem to have made at the place in India from where the order has been issued.
22. TAXES & DUTIES: The supplier shall be entirely responsible for all taxes, duties, G S T license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, GST payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of CSMCL in the state of Chhattisgarh.
23. DEFENCE OF SUITS: If any action in court is brought against the CSMCL / Consignee for failure or neglect on the part of the supplier to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission or neglect on the part of the supplier, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep CSMCL harmless from all costs, damages, expenses or decrees arising out of such action.



24. Warranty Period:

Mobile based Barcode Scanner and Bluetooth operated Printer should be covered for three years warranty Biometric Device and Audio Visual equipments (except for the Speakers, Coils and Cables) should be covered for one year warranty. The warranty for Storage HDDs would be concomitant with that of SAN Storage.

25. SPECIAL CONDITIONS OF BID

1. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:

- a. The equipment and Services under this contract shall be maintained in the notified location of CSMCL.
- 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 contract period (i.e. till delivery at notified locations) is the responsibility of the supplier.
- d. The successful Bidder shall send status report goods in the format to be prescribed in such intervals as may be required by CSMCL from time to time till the execution of the entire Warranty period.
- e. In case the Successful Bidder fails to carry out the warranty regulations, CSMCL. would engage any other operator and carry out the service/ replacement and deduct the amounts from the warranty amount retained by CSMCL as per the Payment terms or 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, CSMCL reserves the right to divert the supply of hardware from the allotted Successful Bidder.
- g. Headquarter, Controlling Share Holding, Registration of Patents/Designs/Trademarks, if any, of OEM /Manufacturer should not be from a country having common boundary with India (except those countries which are availing line of credit from India). The OEM/Manufacturer should have direct presence in India for a decade. Bidders have to submit MAF from the OEMs/Manufacturers of offered Barcode Scanner and Bluetooth Printer.

## 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 for the entire ordered items in the name of Managing Director, CSMCL, Chhattisgarh. A signed copy of delivery acceptance should be submitted with Invoice.

## 5. SUPPORT SERVICES:

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

## 6. BID Security

Bid Security will be submitted by the Successful Bidder @ 2% of the Invoice/contract value (agreement value) in form of Performance Bank Guarantee (PBG) or Demand Draft (DD) for the entire warranty period as per order.

## 7. PAYMENT TERMS i All payments will

be made in INR only.

- ii. 100% 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. Bidder should be paid AMC/warranty extension at the rate quoted separately of all line items, after expiry of warranty.
- vi. Payment shall be made within 15 days of the submission of Invoices.

**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  
CSMCL**

Aabkari Bhawan Labhandi  
Chokranala, 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 services 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 equipment's 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-B

### 1. Technical Specification of Mobile based Barcode Scanner:

<b>Particulars</b>	<b>Specification</b>
Mobile Device	Android Enterprise recommended Rugged Mobile device, ideally candy bar design for single hand operation
Weight	300 gms or less
Display	Display size Mini. 5 in. HD Display (1280 X 720), exceptional low power consumption, Gorilla Glass, exceptionally bright for easy reading, even in sunlight. Should be suitable for both finger and stylus usage
Camera	Auto Focus Minimum 12 MP with user-controlled Flash
Touch panel	Capacitive, rugged touch panel with multi-Point operation
Power	Minimum 3200 mAh battery / should support 8 -10 hours of working shift
Expansion Slot	Minimum 128 GB microSD slot
RFID/NFC	Built in HF RFID/NFC tag reading capability
Network Connections	USB C Type, 4G VoLTE, IEEE 802.11 a/b/g/n/ac, Wi-FiTM Certified, IPv4, IPv6, Bluetooth 5.0
Keypad	Soft On-Screen Qwerty Keyboard
CPU	Min 1.8 GHz Octa processor or better
Operating System	Android 10 or Higher (Should support TLS 1.3)
Memory	Minimum 3 GB RAM with 1.8 GHz clock speed / 32 GB Flash or higher
Operating Temp.	upto 50°C
Storage Temp.	from -30°C to 70°C
Humidity	5% to 95% non-condensing
Drop Specification	4 ft./1.2 mtr drop to concrete over operating temperature range per MIL-STD 810G
Tumble Specification	300 1.6 ft./0.5 m tumbles; meets and exceeds IEC tumble specification
Sealing	Minimum IP67
Orientation Sensor	3-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 to disable display output and touch input
Barcode scanning	Integrated built in 2D barcode scanner for reading all 1D and 2D barcode Symbologies specially 2D data matrix and QR codes.
Radio Frequency Band	4G VoLTE GSM: 850/900/1800/1900

	UMTS: B1/B2/B3/B4/B5/B8/B9/B19 LTE-FDD: B1/B2/B3/B4/B5/B7/B8/B19/B20/B28 LTE-TDD: B38/B40/B41 LTE: Category 6
GPS	Integrated, Autonomous, Assisted-GPS (A-GPS)
Radio	IEEE® 802.11 a/b/g/n/ac
Security	WEP (40 or 104 bit); WPA/WPA2 Personal (TKIP and AES); WPA3 Personal (SAE); WPA/WPA2 Enterprise (TKIP and AES); WPA3 Enterprise (AES) — EAP-TTLS (PAP, MSCHAP, MSCHAPv2), EAP-TLS, PEAPv0-MSCHAPv2, PEAPv1-EAP-GTC, LEAP and EAP-PWD; WPA Enterprise 192-bit Mode (GCMP-256) - EAP-TLS; Enhanced Open (OWE)
Bluetooth	Bluetooth 5.0 or better
Comprehensive Warranty	Warranty should be comprehensive and cover manufacturing defects, wear and tear and even accidental damages for 3 years and Option to extend for 2 more years. OEM should provide Monthly Security update (As per Android Enterprise Recommended guidelines)
Service centre	OEM should have in country service centre operational for last 5 years
Install base	Suggested hardware should have install base of at least 10000 units in India and 200000 globally

## **2. Technical Specification of Bluetooth battery operated Printer:**

Sr. No.	Feature	Specification
1	Print Method	Direct Thermal
2	Resolution	At least 203 dpi resolution
4	Min Memory	8MB Flash/16MB SDRAM
	<b>Print Characteristics</b>	
5	Print speed	50mm per second
6	Print Width	3 inches
7	Print Touch	NFC enabled-One touch to pair via bluetooth
	<b>Communication</b>	
8	Cable communications	USB 2.0 Full Speed Interface with windows, Andriod/iOS environment
9	Bluetooth communication	Bluetooth 2.1 printing from Windows CE,.NET, Pocket PC, Windows Mobile, Apple devices (iOS 6, iOS 5) and Andriod
	<b>Media Specifications</b>	
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
	<b>Fonts</b>	
15	Standard Fonts	Resident fixed and scalable fonts
16	Indian Language	Support at least Hindi and 1 Regional Language (in each state) fonts and characters
	<b>Barcode Symbologies</b>	
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, Coda block, Data Matrix, QR code, Aztec
	<b>Drivers</b>	
19	Windows Driver	Windows 2000/2003/XP,2008,Vista, Win7, Win 8
	<b>Others</b>	
20	Battery	min. 1600 mAh rechargeable lithium ion battery fitted printer with power adapter should be supplied with 7-8 hrs of battery backup
21	Drop Specification	At least 4ft (1.2 m ) drop to concrete (multiple times)

22	IP rating	IP42-rated for dust and water resistance
23	Graphic Features	Supports user-defined fonts and graphics
24	User Interface indicators	Intuitive LEDs indicate on/off, error and connectivity status
25	Certification	Compliance-CE mark certification, UL compliance to IEC 60950-1 2, RoHS
26	Weight	Max. 350 gms
27	Belt Strap	To keep hands free, an optional belt strap should be available as an alternative to the belt clip.
28	Operating temperature	(-10°C to 50°C)
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	should have in country service centre 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
34	Warranty	Warranty should be comprehensive and cover manufacturing defects, ware and tare and even accidental damages for 3 yrs.

3. **3.84 TB SAS,12GB 2.5” RI SSD (Part No. 400-AQYZ) for Dell SC3020 Storage**

4. **Bio Metric Device:**

<b>Particulars</b>	<b>Specification</b>
<b>Optic Module</b>	
Image Resolution	500 DPI
Image Size	300 x 400 pixels
Platen Size	18.2 mm x 22.9 mm
Effective Sensing Area	15.24 mm x 20.32 mm
Image Grayscale	256 levels (8-bit)
Light Source / Typical Lifetime	LED / 60,000 hours
Fingerprint Capture Speed	0.2 ~ 0.5 sec with Smart Capture
<b>Electrical / Communication</b>	
Interface	USB 1.1 Full-Speed, USB 2.0 Hi-Speed
Supply Voltage	5 V DC (via USB)
Current Consumption (max)	150 mA
<b>Physical</b>	
Dimensions (W x L x H)	53.9 x 58.5 x 31.6 mm
Weight	98 g
Cable Length	1500 mm
Operating Temperature	-20o ~ 65o C
Operating Humidity	90% or less RH, noncondensing
<b>Other</b>	
Supported Operating Systems	Windows 8.1, 8, 7, Windows Server 2012, 2008, R2, 2003, Java, Linux
Supported Standards	FBI PIV-071006 & Mobile ID FAP 20, INCITS 378,BioAPI, ISO/IEC 19794-2, ISO/IEC 19794-4,
Compliance	FCC, CE, RoHS, FIPS 201 (HSPD-12)
Warranty	One year limited



## 6. Audio Visual Equipment's with accessories

### I. Audio Conference Room System

General Features of Unit Audio Conference Room System

The multi-functional Conference System should integrate sophisticated state of the art Digital Signal Processing technology with high quality hardware

Highly flexible & customizable system supporting 4 Chairman & 160 Delegate Units.

NOM (Number of Open Microphones) – Supports up to 8 active delegate units.

Fully automatic no operator required.

4 Channels – Each channel supports 40 delegate units Total 160 units), & up to 4 chairman units.

NOM based gain adjustment.

Balanced XLR & 1/4" Jack Master output.

Detachable & Flexible gooseneck microphone

LED Indicator on Microphone, to indicate 'Mic Active' status.

2 Separate Headphone output.

Intelligent algorithm & DSP audio processing system.

On/Off Talk switch.

Built-in speaker with level control.

#### **Delegate & Chairman Unit audio Conference**

Frequency Response_	100Hz-10kHz
S/N_	70dB
Connection	Round 8P-DIN x 2 M
Sensitivity	-50dB/Pa
Length of MIC Tube	400mm
Cable Length of	2.1m

**Controller Unit audio Conference**

Frequency Response	100-14.5kHz
S/N	81dB
Audio Output	RCA x 2, 1/4" Jack x 1, XLR x 1
Audio Input/Output (TEL)	RCA x 2
Power Supply	AC 230V/50Hz
Dimension (WxDxH) mm	483 x 323 x 90

**II. Digital Signal Processor**

Digital Signal Processor is an automatic mixer suitable for meetings, conferences, soft codec applications and other applications involving the use of multiple microphones or other media inputs. It should allow channels to be mixed automatically in gate or gain sharing mode, ensuring consistent, high-quality audio output from all inputs in a setup, without the introduction of feedback, excessive ambient noise, or comb filtering. Controls and LED indicators on the mixer's front panel should allow users to easily adjust input/output and gain levels, set and recall presets, turn on/off phantom power, low-cut filter, automatic mixing and acoustic echo cancellation (AEC), change IP configuration (Auto or Static), and more. It should also include Web Remote functionality, which may allow users to handle the aforementioned adjustments from a Windows-based PC, Mac, iOS or Android device, plus make additional changes to the input and output settings, select gate or gain sharing mode when using Smart Mix, and adjust other advanced settings. The mixer should have following features

4 balanced mic inputs, 2 balanced Mic/Line inputs and 1 stereo unbalanced input

1 stereo and 2 mono outputs

2-channel USB audio interface for soft codec (Skype, WebEx) integration or playback from computer

Full digital processing on inputs and outputs

8 x 3 audio routing matrix

6-channel Smart Mix (gate or gain sharing)

Front panel direct operation and Web Remote functionality

IP control for third-party CCS administration

Up to 6 mixers can be linked using Cat5e

FREQUENCY RESPONSE 20Hz ~ 20kHz (MIC -

	16dBu) +1.0/-1.0dB 20Hz ~ 20kHz (MIC - 60dBu) +1.0/-2.0dB 20Hz ~ 20kHz (LINE 24dBu) +1.0/-1.0dB 20Hz ~ 20kHz (LINE - 40dBu) +1.0/-2.0dB
HEADROOM	> 20dB
POWER CONSUMPTION	Nominal 17W
POWER REQUIREMENTS	World Wide AC 100V~240V 50/60Hz
OPERATION HUMIDITY	Non condensing 25~85%
OPERATING TEMPERATURE RANGE	0°C to 40 °C
DYNAMIC RANGE	A-w eighted, ST > 110dB
FINISH	Front Panel Black with Silver Line Top, Rear & Side Black
MIC INPUT EIN	Rs = 150ohm, DIN < -126dBu
MIC INPUT CMRR	1kHz > 80dB
RESIDUAL NOISE	A-w eighted < -86dBu
MAXIMUM GAIN	Mic input to Master output 64dB
CHANNEL SEPARATION	1kHz, unity < -80dB
T.H.D	1kHz, unity < 0.03%
ANALOG INPUT	MIC Maximum 0dBu

---

MIC Unity -40dBu

27

---

LINE Maximum +24dBu

---

LINE Unity  
+4dBu/0dBV/-10dBV/-  
20dBV Sw itchable

---

AUX Maximum +10dBV

AUX Unity -10dBV/-  
20dBV Sw itchable  
EUR Block input +48V

PHANTOM SUPPLY

ANALOG OUTPUT

OUTPUT3 Maximum  
+10dBV/-13dBV

---

OUTPUT3 Unity -  
10dBV/-33dBV Sw  
itchable

---

OUTPUT1/2 Maximum  
+24dBu/20dBV/+10dBV

---

OUTPUT1/2 Unity  
+4dBu/0dBV/-10dBV Sw  
itchable

PAD

Attenuation level -24dB

I/O CONNECTOR

MIC Input 1~4 Euro  
Block 3pin

---

MIC/LINE Input 5~6  
Euro Block 3pin

---

AUX Input Euro Block  
3pin

---

Output 3 Euro Block 3pin

---

Output 1/2 Euro Block  
3pin

---

LEVEL INDICATOR	SIGNAL/PEAK 1 point (RED/YELLOW/GREEN)
	28
	Peak Indicate -1dB ~ 0dB
	Peak Hold 2 sec
REMOTE CONTRO	IP Protocol RJ-45 x 1 pcs
	IP Address 192.168.33.102 (Default)
USB B (DEVICE)	Speed 100Mbps Channel Stereo In x 1ch,
LINK I/O	IP Protocol RJ-45 x 2 pcs
	Speed 100Mbps
	Stereo Out x 1ch in 24bit
	Speed High-speed (480Mbps)
ADC	Resolution 24bit
DAC	D-range 115dB
	Resolution 24bit
RACK EAR	D-range 115dB
	2pcs (Long & Short)
DIMENSIONS	Half-rack, 19 inch rack mountable W217 x D326 x H44mm

### **III. Single Lapel Cordless Mic**

It should be a single channel UHF band frequency Wireless microphone system designed for superior vocals & speech reproduction

High quality UHF band frequency Wireless Microphone System.

Display on Transmitter & Receiver for frequency indication.

Balance & Unbalanced output with level control.

29

#### **IV. Dual Hand Cordless Microphone**

It should be a Duet UHF Wireless microphone system with 80 Selectable Channels consisting of two high quality handheld microphones designed for superior vocals & speech reproduction

High quality UHF band frequency duet Wireless Microphone System.

Back light display for Frequency Identification

Two microphones can be used at the same time

200 Selectable UHF Channels.

Individual channel output with level control & mix output

Easy setup of the system with Infra Red

#### **V. Passive wall speaker**

It should be a two-way 5" speaker with rich sonic character, wide coverage, consistent dispersion, versatile mounting having following feature

5-1/4" woofer with woven fiberglass cone

3/4" PEI diaphragm tweeter with fluid cooling

Built-in mounting hardware, plus available U-bracket

Weather resistant enclosure and transducers

Wide 100° x 100° coverage

100 Watt power handling (200 Watt program) in direct 8Ω setting, plus built-in 30 Watt 70V/100V multi-tap transformer.

High fidelity sound character with broad frequency response of 60 Hz – 20 kHz.

#### **VI. Professional Amplifier System**

This amplifier system should provide an impressive mix of high-performance and rich feature set It should be a 4-channel amp including network control/monitoring, high-level DSP, front-panel interface, and support for driving up to 100Vrms speaker loads without requiring a transformer.

**DSP** – On-board Digital Signal Processor in each amplifier should allow for custom configuration

Input Router

30

Input Delay – Up to 1000ms

Input Parametric EQ – 8 band

Crossover

Output Parametric EQ – 8 band

Output Delay – Up to 100ms

**Direct Drive 70/100Vrms Output** – Each output channel is capable of provide either 70V or 100V for high impedance applications.

**Front-Panel Interface** – Completely configure the amplifier using an intuitive front-panel interface.

**GPIO/AUX Port** – Recall presets, mute channels, monitor faults, power on/off the amplifier, and more through a combined GPIO/AUX Port.

**VII. Compatible Miscellaneous items for item no. I to VI**

a	Conference Cable 10 Mtrs
b	USB2.0 Active Cable of 15M
c	Speaker Cable 1.5sq mm
d	Cable Connectors set
e	Microphone Cable
f	System Rack 15u

**Annexure “C”**

**BID FORM**

**To,**

**The Managing Director,  
CSMCL Aabkari Bhawan,  
Fourth Floor Chokra Nala,  
Labhandi, Raipur, Chhattisgarh**

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 60 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 \_\_\_\_\_ 2022

Signature and Seal of the Bidder



**ANNEXUR“D ”**  
**PRICE SCHEDULE**

**To,**  
**The Managing Director,**  
CSMCL Aabkari Bhawan,  
Fourth Floor Chokra Nala,  
Labhandi, Raipur, Chhattisgarh

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

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

Sr/No.	Item	Description	Qty.	UoM	Unit Price (Rs.)	GST Rate (%) & Amount (Rs.)	Total Unit Price with GST	Total Amount (Rs.)
1	Mobile based Barcode Scanner	As per tender document	1000	Nos.				
2	Bluetooth operated Printer	As per tender document	300	Nos.				
3	SSD HDD for Storage	As per tender document	8	Nos.				
4	Biometric Device	As per tender document	300	Nos.				
5	Delegate Unit audio Conference	As per tender document	16	Nos.				
6	Chairman Unit audio Conference	As per tender document	3	Nos.				
7	Controller Unit audio Conference	As per tender document	1	Nos.				
8	Conference Cable 10 Mtrs	As per tender document	2	Nos.				
9	Digital Signal Processor - 6In-4Out AEC USB Connectivity	As per tender document	1	Nos.				
10	Professional Passive Wall Speaker System	As per tender document	6	Nos.				
11	4x300 Watts Professional Amplifier System	As per tender document	1	Nos.				
12	Dual Hand Cordless Microphone	As per tender document	1	Nos.				
13	Single Lapel Cordless Microphone	As per tender document	1	Nos.				
14	USB2.0 Active Cable of 15M	As per tender document	1	Nos.				
15	Speaker Cable 1.5sq mm	As per tender document	200	Mtrs.				
16	Cable Connectors set	As per tender document	1	Lot.				
17	Microphone Cable	As per tender document	100	Mtrs.				
18	System Rack 15u	As per tender document	1	Nos.				
19	Installation Charge for item no. 6 to 19	As per tender document	1	Nos.				

2. AMC/Warranty Extension Rate to be quoted.

Sr/No.	Item	Description	Qty.	UoM	Unit AMC Rate (% of cost)	GST Rate (%)
1	Mobile based Barcode Scanner	As per tender document	1000	Nos.		
2	Bluetooth operated Printer	As per tender document	300	Nos.		
3	SSD HDD for Storage	As per tender document	8	Nos.		
4	Biometric Device	As per tender document	300	Nos.		
5	Delegate Unit audio Conference	As per tender document	16	Nos.		
6	Chairman Unit audio Conference	As per tender document	3	Nos.		
7	Controller Unit audio Conference	As per tender document	1	Nos.		
8	Conference Cable 10 Mtrs	As per tender document	2	Nos.		
9	Digital Signal Processor - 6In-4Out AEC USB Connectivity	As per tender document	1	Nos.		
10	Professional Passive Wall Speaker System	As per tender document	6	Nos.		
11	4x300 Watts Professional Amplifier System	As per tender document	1	Nos.		
12	Dual Hand Cordless Microphone	As per tender document	1	Nos.		
13	Single Lapel Cordless Microphone	As per tender document	1	Nos.		
14	USB2.0 Active Cable of 15M	As per tender document	1	Nos.		
15	Speaker Cable 1.5sq mm	As per tender document	200	Mtrs.		
16	Cable Connectors set	As per tender document	1	Lot.		
17	Microphone Cable	As per tender document	100	Mtrs.		
18	System Rack 15u	As per tender document	1	Nos.		

3. 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 services required and our offer is to do the service strictly in accordance with the requirements and according to the terms mentioned in the bid.

4. Above prices are valid for a period of 1 year from the date of Order. However, rates for Warranty Extension/AMC shall be valid till 5 years.

5 We will deliver the equipment as per required schedule given on the purchase order received from CSMCL Dept.

6. Any Civil, Electrical, Carpentry, POP, Cable Laying & Conduit work required during installation of Audio Visual equipment (item no.6 to 19) will be in CSMCL's scope

Dated 2022

(Signature and seal of bidder)

**ANNEXURE “ E”**

**DECLARATION FOR NOT BLACK LISTED**

Date .....

**To,**

**The Managing Director,**  
CSMCL Aabkari Bhawan,  
Fourht Floor Chokra Nala,  
Labhandi, Raipur, Chhattisgarh

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 Government of Chhattisgarh acting through Shri. (Designation of the officer, Department) Government of Chhattisgarh (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 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 biding 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, if applicable, with the BUYER through any of the following instruments:

(i) Earnest Money as indicated in the NIT, to be deposited through Bank Draft in favour of Managing Director CSMCL Chhattisgarh, Raipur payable at Raipur

(ii) Bid Security will be submitted by the Successful Bidder @ 2% of the Invoice/contract value (agreement value) in form of Performance Bank Guarantee (PBG) or Demand Draft (DD) for the entire contract period as per agreement.

6.2. The Earnest Money/Security Deposit shall be valid upto complete conclusion of contractual obligation between Vendor and CSMCL.

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 3 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

Witnesses

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

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

2) .....

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

**ANNEXURE-G**

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on \_\_\_\_\_ or before date of bid opening)

**To**

**The Managing Director,**  
CSMCL Aabkari Bhawan,  
Fourth Floor Chokra Nala,  
Labhandi, Raipur, Chhattisgarh

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  
m e n t i o n e d a b o v e o n b e h a l f o f ( B i d d e r ) i n o r d e r  
of preference given below.

Order of Preference	Name	Specimen
Signature		

I.

II.

Alternate Representative

Signature of bidder

Or

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

- Note: 1. Maximum of two representatives will be permitted to attend bid opening. In cases where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representatives are not able to attend.
2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.