

CHHATTISGARH STATE MARKETING
CORPORATION LIMITED,
RAIPUR, CHHATTISGARH



TENDER DOCUMENT

**TENDER FOR SUPPLY, INSTALLATION AND
MAINTENANCE OF GPS SOFTWARE AND RELATED
ITEMS FOR CHHATTISGARH STATE MARKETING
CORPORATION LIMITED (CSMCL), RAIPUR**

T. No.: CSMCL/Tender/2023-24/1

Dated: 22-08-2023

DATE OF TENDER	:	22-08-2023
LAST DATE & TIME OF TENDER SUBMISSION	:	21-09-2023, 3-00PM
DATE & TIME OF OPENING THE TECHNICAL BID	:	21-09-2023, 4-00PM

NAME & ADDRESS OF TENDERER:

**MANAGING DIRECTOR, CSMCL
4TH FLOOR, AABKARI BHAVAN,
NEAR CHOKRA NALA, LABHANDI
RAIPUR, CHHATTISGARH- 492 001**

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SECTION I **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 Limited is hereinafter referred to as CSMCL or Corporation), 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.

SECTION II
NOTICE INVITING TENDER FOR CSMCL, RAIPUR

T. No.: CSMCL/Tender/2023-24/1

Dated: 22-08-2023

On behalf of Managing Director, Chhattisgarh State Marketing Corporation Limited, (here-in-after referred to as 'CSMCL' or 'Corporation') sealed tenders are invited from eligible bidders For Supply, Installation And Maintenance Of GPS Software And Related Items For Chhattisgarh State Marketing Corporation Limited (CSMCL), Raipur

Intending eligible bidders may download Bid Document from CSMCL website, <https://excise.cg.nic.in/csmcl/>. The payment for Earnest Money Deposit/ Bid Security (hereinafter referred to as "EMD") and Tender Cost will be accepted in the form of Crossed Demand Draft drawn on any Nationalized/Scheduled Bank payable at RAIPUR in favour of MANAGING DIRECTOR, CSMCL, RAIPUR, CHHATTISGARH, and should be submitted along with tender document in separate envelope.

SCHEDULE OF NIT

1.	Tender No.	CSMCL/Tender/2023-24/1
2.	Tender Estimated Cost	Rs. 60 lakhs.
3.	Name of the tender issuer	Managing Director, CSMCL
4.	Date of issue of tender document	22/08/2023
5.	Last Date for Submission of Bids	21/09/2023 03:00PM
6.	Date of Opening of Technical Bids	21/09/2023 04:00PM
7.	Date of Financial Bid opening.	Will be intimated later.
8.	Address of Communication	CSMCL, 4th Floor, Aabkari Bhawan, Labhandi, Raipur, Chhattisgarh- 492001
9.	Earnest Money Deposit (EMD)	Rs. 60,000/- (Rs. Sixty Thousand Only) in form of Demand Draft in favor of Managing Director, CSMCL
10.	Cost of tender Form	Rs. 23,600/-

(Bid Document and subsequent clarifications on bid terms if any can be downloaded from CSMCL web site <https://excise.cg.nic.in/csmcl>. Bid Form downloaded from Web- site must be accompanied by DD for Rs. 23,600/- (Rs. Twenty Three Thousand Six Hundred Only) (inclusive of GST) as cost of documents and the same should be kept with the TECHNICAL BID in addition to DD of Bid security (EMD).)

SECTION III **TERMS AND CONDITIONS**

Chhattisgarh State Marketing Corporation Ltd. is a Government of Chhattisgarh Undertaking, incorporated with a view to conduct/regulate the retail vending of country/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, Installation and Maintenance of GPS Software with Workstation, Firewall, Machine and Online UPS with accessories at CSMCL Head Office.

Note: 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.

3. SHORT TITLES USED IN THE TENDER DOCUMENT:

1.	Bidder	Bidder means the Service Provider Agency who makes a formal offer in pursuance of the Tender floated directly.
2.	Successful Bidder	Successful Bidder means the Bidder who Becomes successful through the Tender process.
3.	Day	A day means a calendar day

4.	Authorized Service Centre	Authorized Service Centre means a Service Centre run by the Bidder (Or through another party by entering into a valid commercial contract)
5.	Cost	Cost means the total cost to be incurred towards Supply, Installation and Maintenance of GPS Software with Workstation Firewall at Online UPS with accessories at CSMCL Head office.
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

4. 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 50 Lakh in the last 3 audited financial years (FY 19-20, FY 20-21 & FY 21-22) 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 financial 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 it 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. 50 Lakh, of supply of IT/ 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 the OEM/Manufacturer, which are the core of entire end-to-end setup, of GPS Software, Workstation, Firewall & UPS and	- OEM Authorization Letters for GPS software OEM/OSD; PSIM OEM/OSD to be submitted along with offer.

	its seamless integration with PSIM operational at Chhattisgarh Excise Data Centre.	
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.	Estimated Cost of Work	Rs. 60 lakhs
8.	Earnest Money Deposit (EMD)	<p>The bidder should furnish, as part of its Proposal, an Earnest Money Deposit (EMD) of amount of Rs. 60,000/- (Rs. Sixty Thousand Only).</p> <p>The EMD should be in the form of Demand Draft drawn on any Nationalized/Scheduled Bank payable at Raipur in favour of Managing Director, CSMCL Chhattisgarh.</p> <p>Government and PSU, if bidding, shall be exempted from EMD as well as security deposit.</p> <p>MSME registered units shall be exempted from EMD only.</p>

5. 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

CSMCL. This document outlines the Solution details of the desired GPS/GPRS based Vehicle Tracking Solution required by CSMCL for tracking their fleet effectively. The solution would be a state-of-the-art Vehicle Tracking Solution that would provide an effective and efficient tracking. The proposed business plan therefore makes the need for this solution to optimally track the fleet, even more significant. This consequentially helps in saving time and empowers the ecological aims of reducing organizational carbon footprint on earth. It automates manual processes with IT Enabled solutions which nullifies the use of physical maintenance of records thereby saves time and brings operational efficiency. In order to achieve this objective CSMCL intends to deploy the following:

A. Supply, Installation and Maintenance of GPS Monitoring Software with Workstation, Firewall & Online UPS with accessories.

6. THE SELECTED BIDDER WILL BE REQUIRED TO PERFORM THE FOLLOWING TASKS:

A. Supply, Installation and Maintenance of GPS Monitoring Software with Workstation, Firewall & Online UPS with accessories.

CSMCL shall provide all Infrastructures such as Power, Air conditioning, access control.

7. BID FORMS (TWO BID FORMAT).

7.1 The tender should be submitted in **three envelopes covers**; **One** superscribing Technical Bid, **Second** Financial Bid and **Third** containing Demand Draft of Tender Fee and Earnest Money Deposit and all the above-mentioned envelopes are in turn, be put in another envelope and this envelope should be superscripted ***“TENDER FOR SUPPLY, INSTALLATION AND MAINTENANCE OF GPS SOFTWARE AND RELATED ITEMS FOR CHHATTISGARH STATE MARKETING CORPORATION LIMITED (CSMCL), RAIPUR”*** All the three envelopes are to be duly sealed. Technical Bid and Financial Bid shall be opened separately. No indication of the Prices will be made in the Technical Bid.

7.2 On all these envelopes the name of the firm must be clearly mentioned and should be properly sealed. These envelopes are to be placed inside an outer envelope and properly sealed.

7.3 Tender will be opened in the presence of Bidders present on the due date of opening i.e. **04.00 P.M. on 21-09-2023**. Technical Bids of the Tenders received will

be opened on that day and the Sealed Financial Bids will be kept in Corporation custody. The Time, Date and Venue of the opening of FINANCIAL BIDS will be intimated only to those Bidders, whose Technical Bid is accepted after evaluation of details and documents as per tender conditions. No correspondence in this regard will be entertained. Incomplete Tender or Tender in which both Technical Bid and Financial Bid are found in the same envelope or tender with loose documents will be summarily rejected. **The Bid must be submitted in spiralled booklet form only with proper indexing.**

7.4 The bids which are not submitted in above-mentioned manner shall be summarily rejected.

7.5 The tenderer will be bound by all terms, conditions & specifications as detailed in the tender documents.

7.6 Any bid with conditions other than those specified in the tender document is liable to be summarily rejected. Conditional bids will be summarily rejected.

7.7 Financial Bid of the technically qualified bidders only will be opened.

7.8 Bidder shall furnish all the requisite the documents as per tender's terms and conditions.

7.9 Rates should be quoted in Financial Bid Form at **Annexure C**. The format for Financial Bid should not be changed in any manner. Addition / deletion / alteration of the text will automatically render the tender invalid and therefore, will be summarily rejected.

7.10 The duly filled tenders must be accompanied with a Security deposit (Earnest Money Deposit) valid for a period of 90 days drawn on any Nationalized/Scheduled Bank payable at Raipur in favour of Managing Director, CSMCL, Raipur, Chhattisgarh.

7.11 The bidder is requested to examine all instructions, forms, terms and specification in the Bid documents. Failure to furnish all the information required as per Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the Bid.

7.12 A prospective bidder requiring any clarification on the Bid document shall notify the Corporation in writing. The Corporation shall respond in writing to any request for the clarification of bid document which it receives not later than 7 days prior to the date of opening of Tender. The communication and submission of tender should done at following address: -

MANAGING DIRECTOR, CSMCL
4TH FLOOR, AABKARI BHAVAN,
NEAR CHOKRA NALA, LABHANDI
RAIPUR, CHHATTISGARH- 492001

7.13 At any time, prior to the date of submission of bid, Corporation may, for any reason whether at its own initiative or in response to a clarification required by a prospective bidder, modify the bid documents by amendments.

7.14 The amendments shall be notified in writing to all prospective bidders and these amendments will be binding on them.

7.15 The bidder shall bear all costs associated with the preparation and submission of the bid. Corporation in no case will be responsible for these costs regardless of the conduct or outcome of the bidding process.

8. BID OPENING AND EVALUATION:

Opening of Bids by the Corporation:

8.1 Corporation shall open the Technical bid cover containing documents detailed as per terms and conditions of this tender in the presence of bidders or their authorized representative who wish to be present at the time of opening of bids on due date. Authorization letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening (**Format is given in Annexure-F**). After scrutiny and evaluation of the Technical Bids, the Corporation will shortlist those who are eligible and the date of opening of Financial Bid will be intimated later on. The financial bid will be opened only of those bidders that fulfill the eligibility conditions and furnish all documents as given in Technical Bid.

8.2 The Tender Committee shall open the bids in the presence of bidders or its authorized representative who choose to attend, at specified date and time mentioned in the tender schedule. The bidder's representatives, who are present, shall sign an attendance register. The bidder shall submit authority letter to this effect before they are allowed to participate in the bid opening as per format mentioned in Annexure-F.

8.3 A maximum of two (2) representatives for any bidder shall be authorized and permitted to attend the bid opening.

8.4 The Bids shall be opened in the following manner:

8.4.1. The bid opening committee shall count the number of bids and assign serial numbers to the bids. For example, if 10 tenders have been received the bids shall be numbered as 1 of 10, 2 of 10 etc. All the members shall initial on the outer envelopes of all bids with date.

8.4.2. The envelopes containing the tender offer and not properly sealed as required shall not be opened and shall be rejected outright. Closing the cover with gum will not be treated as sealed cover. The reasons for not opening such bidder offers shall be recorded on the face of the envelope and all the members of the opening committee shall put their initial with date.

8.4.3. First the outer envelope containing the three envelopes be opened. The bid opening committee shall put their initial on all three envelopes with date.

8.4.4. Among these three envelopes, the envelope marked “Bid Security and Tender Fee” shall be opened first and examined.

8.4.5. The bidders who have submitted proper bid security and tender fee as per tender document, their “TECHNICAL BID” shall be opened and recorded by the Tender committee.

8.4.6. The technical Bid will be evaluated by Tender Evaluation Committee. The Bidders will be declared responsive by Tender evaluation committee those who qualify technical criteria.

8.5 Technical Evaluation:

8.5.1. The Tender Committee shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

8.5.2. If there is discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, its bid shall be rejected.

8.5.3. Prior to the detailed evaluation, the Tender committee will determine the substantial responsiveness of each bid to the bid document. For purpose of these clauses a substantially response bid is one which conforms to all the terms and conditions of the bid documents without deviations. The Tender Committee determination of bid’s responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

8.5.4. A bid, determined as substantially non-responsive will be rejected by the Tender Committee and shall not subsequent to the bid opening is made responsive by the bidder by correction of the non-conformity.

8.5.5. The Tender Committee may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of the bidder.

8.6. Evaluation and Comparison of substantially responsive bids:

8.6.1. The Tender and Committee shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to **Clause 8.5** and as per eligibility criteria and other conditions framed as per tender document.

8.6.2. The financial Bid of only those Bidders will be opened who are declared technically qualified as per technical evaluation by the tender committee.

8.6.3. The Financial Bid of the technically qualified bidders will be opened on specified date as intimated to technically qualified bidders.

8.6.4. The technically qualified bidder whose rate is lowest will be declared L1 as per rates quoted in Financial Bid.

9. TECHNICAL BID DOCUMENTS

THE BIDDER HAS TO SUBMIT THE FOLLOWING DOCUMENTS IN ITS TECHNICAL BID WITHOUT THE PRICE:

The Documents to be Submitted in TECHNICAL BID will be as follows:-

- A.** Dealers authorization as per Annexure-A.
- B.** Technical Specification of all items and all necessary certificates as per Annexure-G, duly signed and stamped.
- C.** Tender Terms and Conditions duly signed and stamped
- D.** Tender Document and Form Duly Sealed and Signed (all pages)
- E.** Bid Form (as ANNEXURE - B) duly signed and stamped
- F.** Delivery Schedule PERT diagram
- G.** Declaration form duly signed (as ANNEXURE - D)
- H.** Un Priced "Price Bid as per Annexure C" confirming that the bidder has quoted all the line items. Piecemeal offer would not be accepted.
- I.** Pre- Contract Integrity Pact duly signed and stamped (as ANNEXURE - E)
- J.** All relevant and requisite documents as per tender terms and conditions.

10. AWARDING CRITERIA FOR CONTRACT

A. Suppression of facts and misleading information

- i.** 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 must quote for all the line items. Partial quote is not acceptable.
- v.** The Bidder who has quoted overall lowest rate will be declared L1.
- vi.** 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.

11. GENERAL TERMS AND CONDITIONS OF THE BID

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

- A. 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.

- B. 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 out OEM of bidding process.

- C. 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.

- D. CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.

- E. 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.

- F. 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.

G. 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.

H. 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.

I. 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.

J. PERIOD OF VALIDITY.

Bids shall remain valid for 150 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.

K. 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.

L. ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THIS TENDER shall be governed as per the provisions of **Chhattisgarh State Government Store Purchase Rules, 2002 (as amended)**.

M. PROPRIETARY RIGHTS:

The supplier shall indemnify the Purchaser 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.

N. 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.

O. 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 Order.

P. 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, CSMCL reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 5 weeks after the delivery period.

Q. TERMINATION FOR DEFAULT:

CSMCL 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 its Bid Security amount (EMD).

- I. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- II. If the supplier fails to perform any other obligation (s) under the contract; or
- III. 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. In the event CSMCL terminate the contract.

R. FORCE MAJEURE

- I. Notwithstanding the provisions of clauses O, P and Q mentioned above, 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.
- II. 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 in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
- III. If a force majeure situation arises, the supplier shall promptly notify to CSMCL in writing of such condition and the cause thereof. Unless otherwise directed by CSMCL 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.
- IV. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, CSMCL 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.

S. TERMINATION FOR INSOLVENCY:

CSMCL 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 CSMCL.

T. TERMINATION FOR CONVENIENCE:

CSMCL, 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 CSMCL's convenience and the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

U. ASSIGNMENT AND SUB-LETTING OF CONTRACT

The bidder shall not assign, sublet or subcontract any part of the Contract. Further, any Assignment/ Subletting/ Subcontracting, as above shall be void

V. FRUSTRATION OF CONTRACT

In the event there is frustration of the Contract because of supervening impossibility in terms of Section 56 of the Indian Contract Act, then the parties shall be absolved of their responsibility to perform the balance portion of the Contract.

W. RESOLUTION OF DISPUTES

The parties shall try to resolve disputes amicably between them, in case of failure of the parties to do so the dispute shall be referred for arbitration as per this clause. Any dispute arising from or associated with this contract shall be referred to arbitration for resolution. The arbitration shall be conducted under the as per the Indian Arbitration and Conciliation Act 1996. The seat and venue of the arbitration shall be Raipur, Chhattisgarh, India. In Case the parties are unable to agree on the name of the sole arbitrator both the parties shall appoint one arbitrator each who shall then appoint a third/empire arbitrator by consent. The arbitration proceedings shall be conducted in English.

X. APPLICABLE LAW

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

Y. JURISDICTION

If the bidder initiates any legal proceedings against the Corporation with respect of enforcement of its right as per this tender, the jurisdiction to initiate such proceedings shall be the place where the Corporation Head Office is located i.e. Raipur, Chhattisgarh, India. Any matter or issues arising under this tender or any dispute hereunder shall be subject to the exclusive jurisdiction of the courts situated at Raipur, Chhattisgarh, India and/or courts exercising jurisdiction over Raipur, Chhattisgarh, India

Z. TAXES & DUTIES:

Taxes and duties for the works assigned will be paid extra.

AA. DEFENCE OF SUITS:

If any action in court is brought against the CSMCL/ 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 CSMCL harmless from all costs, damages, expenses or decrees arising out of such action.

BB. WARRANTY:

All the Hardware items warranty should be 3 years and Software item should be covered for One year.

CC. SPECIAL CONDITIONS OF BID

I. LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:-

- a. The equipment and Services under this contract shall be supplied and commissioned at the CSMCL 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 CSMCL from time to time till the execution of the entire order. 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
- 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, CSMCL 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.

II. 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.

III. ACCEPTANCE:

The supplied Software/Hardware should be in working condition.

IV. BILLING:

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

V. SUPPORT SERVICES:

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

DD. CORRUPT OR FRAUDULENT PRACTICES.

I. The Tendering Authority requires that the Bidders/Contractors under this tender observe the highest standards of ethics during the procurement and execution of such contracts. In pursuance of this policy, “THE TENDERING AUTHORITY”:

i. Defines for the purposes of this provision, the terms set forth as follows:

a) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or an execution of a contract to the detriment of the Tendering Authority, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Tendering Authority of the benefits of the free and open competition;

ii. Will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

iii. Will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract.

II. The past performance of the bidder will be cross checked if necessary. If the facts are proven to be dubious the bidders tender will be ineligible for further processing.

EE. INTEGRITY PACT

The successful bidder has to sign Integrity Pact as per format placed at Annexure-IX.

FF. 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 period.
- VI.** Payment shall be made within 15 days of the submission of Invoices.

12. MODE OF DESPATCH

Tenders (both Technical and Price bids) should be addressed to the Managing Director, M/s Chhattisgarh State Marketing Corporation Limited, by designation and should be only in sealed covers sent by Registered post with Acknowledgement due or handed over in person and acknowledgement be obtained before bid-submission deadline at the following address:

**O/o MANAGING DIRECTOR, CSMCL
4TH FLOOR, AABKARI BHAVAN,
NEAR CHOKRA NALA, LABHANDI
RAIPUR, CHHATTISGARH- 492001**

Note:

1. Tenders received in ordinary covers without seal will be rejected.
2. Each page of the tender including terms and conditions should be duly filled, sealed and signed by the Tenderers and must be submitted latest by 3.00 P.M. on **21.09.2023**. NO INTERIM ENQUIRY WILL BE ENTERTAINED AND NO TENDER SHALL BE ACCEPTED AFTER THE DUE DATE AND TIME.

**MANAGING DIRECTOR, CSMCL,
RAIPUR, CHHATTISGARH**

ANNEXURE "A"

CERTIFICATE OF DEALERSHIP/AUTHORIZATION LETTER/WARRANTY:
(TO BE PROVIDED BY THE OEMS OF DEVICES AS MENTIONED IN THIS TENDER
DOCUMENT ON THEIR LETTER HEAD)
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"
BID FORM

Date:

**To,
Managing Director
CSMCL
Aabkari Bhawan
Labhandi Chokranala,
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 150 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.....(month) 2023

Signature and Seal of the
Bidder

ANNEXURE "C"
PRICE BID FORM

T. No.: CSMCL/Tender/2023-24/1

Dated: 22-08-2023

To

**The Managing Director,
CSMCL, Raipur.**

Sir/Madam,

After having carefully read the tender documents, I/We hereby offer **TENDER FOR SUPPLY, INSTALLATION AND MAINTENANCE OF GPS SOFTWARE AND RELATED ITEMS FOR CHHATTISGARH STATE MARKETING CORPORATION LIMITED (CSMCL), RAIPUR** as per general conditions and declaration and accepted all terms in full without any reservation and signed in all the pages as directed. I/ We submit my/our offer **FOR SUPPLY, INSTALLATION AND MAINTENANCE OF GPS SOFTWARE AND RELATED ITEMS FOR CHHATTISGARH STATE MARKETING CORPORATION LIMITED (CSMCL), RAIPUR** as per rates mentioned below:

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

Item	Description	Unit	Price per Unit Exclusive of GST	Total Price Exclusive of GST
A	GPS Software (As per tender specifications)	01 SET		
B	Workstation (As per tender specifications)	02 NOS.		
C	Online UPS (As per tender specifications)	01 No.		
D	Firewall (As per tender specifications)	01 No.		
Grand Total (Sum of all Prices quoted in Column				

2. AMC/warranty extension Rate of A, B, C, D, to be quoted.
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 goods required and our offer is

to supply goods strictly in accordance with the requirements and according to the terms mentioned in the bid.

4. Above rates are exclusive of all taxes and Rates are valid for a period of 1 year from signing date of Contract. Software subscription, wherever applicable, shall be paid annually in advance.
5. We will deliver the equipment as per required schedule given on the purchase order (requirement) received from CSMCL
6. The contract can be extended for further 1 year on mutually agreed terms and conditions on quoted rates.
7. AMC rates quoted will be valid for a period of 3 years from the date of beginning of AMC period of each product which can be further extended for another period of 1 more year.

NOTE: -

- I. The Bidders may prepare their bid form as per this Performa.
- II. No change in the Performa is permissible.
- III. No erasures or alterations in the text of the Bid are permitted. Any correction made in the bid shall bear initial by the bidder.

Date:..... 2023 (Signature and seal of manufacturer/ bidder)

ANNEXURE "D"
DECLARATION FOR NOT BLACK LISTED

Date _____

To,
Managing Director
CSMCL
4th Floor, Aabkari Bhawan
Labhandi, Near Chokra Nala,
Raipur, Chhattisgarh- 492 001

Dear Sir,

Ref.: Tender No.

I / We _____ hereby confirm that our firm/company has not been banned or Blacklisted by any government organization/Financial institution/Court /Public sector Unit/Central Government in past 3 financial years.

Signature of Bidder _____

Name _____

Designation _____

Date:

Place:

Seal

ANNEXURE "E"
PRE-CONTRACT INTEGRITY PACT
(To be submitted on non-Judicial Stamp Paper of value in accordance with provisions of Stamp Act)

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, CSMCL) (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 and 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 Corporation 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, favor 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 activity 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, favor, 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 favor or disfavor 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/Service Provider/ 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 EMD/Security Deposit, with the BUYER through any of the following instruments:

(i) EMD through Bank Draft in favor of Managing Director CSMCL, RAIPUR payable at RAIPUR

(ii) Security Deposit in form of Bank as per Clauses of tender document

6.2. The EMD/Security Deposit shall be valid up to 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 EMD/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 EMD (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 broker 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/services/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/Manager in the Corporation/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/venue at Raipur, Chhattisgarh.

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

BUYER SIGNATURE

BIDDER SIGNATURE

Name of the Officer

Proprietor/ Partner

Designation

Department/ PSU

Witnesses

Witnesses

1).....

1).....

.....

.....

2).....

2).....

.....

.....

ANNEXURE "F"
LETTER OF AUTHORISATION FOR ATTENDING BID OPENING
(TO REACH ON OR BEFORE DATE OF BID OPENING)

To,
Managing Director
CSMCL
4th Floor, Aabkari Bhawan
Labhandi, Near Chokra Nala,
Raipur, Chhattisgarh- 492 001

Subject – Authorization 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
I.		
II.		

Alternate Representative
Signature of bidder

Or

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

ANNEXURE-G
SPECIFICATIONS OF REQUIRED PRODUCTS

1. GPS SOFTWARE SPECIFICATIONS

It should be off-the-shelf IoT and Telematics compatible available software through which CSMCL is able manage and control their fleet across different locations. The proposed Vehicle Tracking Solution should aim at optimizing the usage of shared resources of transport industry. It should have the functionality to analyze, and fulfils the requirement of route optimization for goods transportation by trucks. It should automates manual processes with IT Enabled solutions which nullifies the use of physical maintenance of records thereby saves time and brings operational efficiency. It should be an end-to-end solution of fleet management for CSMCL with following provisions:

GENERAL SPECS:

I. VEHICLE TRACKING FEATURES

A. Monitoring vehicle parameters

- a. Vehicle Ignition status
- b. Current Speed of the vehicle
- c. Kilometer run by vehicle in a day
- d. Vehicle Activity

B. Vehicle tracking

- a. Live Tracking
- b. History Tracking (play and trace)
- c. View location

C. Alert Management (Configurable SMS,E-mail, and Dashboard alerts)

- a. Overspeed
- b. Device Low power Alert
- c. Main Power Removal

D. Alarm Management (Configurable SMS, E-mail, Dashboard Pop-up alarms)

- a. Power Cut-Off

E. Hardware Features supported

- a. Accuracy<5mts
- b. IP65 case rating

- c. Inbuilt battery of 1100mAh, works upto 6 hours even if disconnected from main power connection.

F. Polling Frequency Supported

Data transfer rate through GPRS/GSM/3G/4G to the server to be done at 30 seconds.

G. Discrete Mounting Supported

The GPS tracking devices should be hard-mounted into the vehicle; a permanent solution that sits inside the dashboard away from the driver’s eyesight thus, making it more difficult to tamper with.

II. TIMELY UPDATES

The software should also ensures to provide timely software up gradations and firmware updates for the supported hardware units through over-the-air mode (OTA) [However for all the non-supported hardware (GPS devices), support should be provided for integration only)

NOTE: TOOLS and TECHNOLOGIES (Infrastructure Set-up to be provided by CSMCL)

A. Web Application:

S. No.	Software Requirement	Software
1.	Application Environment	.Net Framework 4.6.2 using C#
2.	Server Operating System	Windows Server 2016
3.	RDBMS	SQL SERVER 2016
4.	Web Server	IIS10.0 above
5.	Supported Browser(Application)	IE9.0 above

B. Device Communication Server:

S. No.	Software Requirement	Software
1.	Server Operating System	Linux/Centos
2.	Application Environment	JDK1.8 or Above
3.	Database	MongoDB3.4

III. REAL TIME POSITIONING

The software application should provide access to the real time location of the Vehicle with details of the speed, ignition status, AC status, any Alarms/Alerts generated based on the configurations.

IV. BASIC VEHICLE TRACKING FEATURES

The software application should allow real-time monitoring of the vehicles live on the map along with their whereabouts such as the ignition status, current speed, kilometer run by the vehicle in a day, daily activity summary etc. The features should include:

- A. Online tracking:** The software should show track on map of the vehicle location with location coordinate details.
- B. History Tracking:** The software should allow to view the locations travelled in the past with details of the speed in which the vehicle travelled the distance. History for a vehicle could be tracked for 45 days.
- C. Notifications for Over Speeding:** This notification should be sent when the vehicle is over speeding based on the pre-defined speed limit.

V. GEO-FENCING

The software should allow the marking of an area on the map. As soon as the vehicle moves IN or OUT of this area, alert should be generated in the system.

- A. The Circular or Polygon Geo-fence:** The point-of-interest can either be marked as a circle or a polygon. As soon as the vehicle moves IN or OUT of this area, alert will be generated in the system.
- B.** Define geo-fence boundaries for a radius of 5000 mts.
- C.** Mark locations in the maps - Dept. offices, Check-posts, Point books, Accused person's House/Office etc. in different colors.

VI. DASHBOARDS

The software application should provide distinct dashboards with various details for organization to gain complete insight into the vehicle utilization, efficiency and performance.

- A. The Vehicle Dashboard:** The vehicle dashboard should provide a complete insight into the current status of the entire fleet and their whereabouts such as current location, current status of ignition/ac and current speed.

B. Usage Dashboard: The usage dashboard should offers insight into the vehicle utilization. The dashboard should offers monthly cumulative data for the entire fleet which includes distance travelled, moving duration, duration of rest, idling duration. The dashboard should also offers further drill-down option to look into the individual fleets' utilization on monthly and daily basis.

VII. DYNAMIC ROUTE CREATION AND TRIP MONITORING

The software application should allow to define routes on the basis of start and end geo-locations. Once the geo-fence for start and end location is mapped, the application provides google optimized route and facilitates automated dispatch.

A. The Trip Definition: The trip can be defined from the Start Location to End Location with the route that the vehicle is expected to travel through to complete a trip.

B. Facility of Defining the following for each trip:

- a. **ETD:** Expected Time of Departure from Start Location
- b. **RTA:** Required Time of Arrival at the Destination Location
- c. Geo-fences for Start Location, End Location, and defining of en-route

C. Based on the above definitions, application should calculate the following and display on Map while trip tracking:

- a. **ATD:** Actual Time of Departure
- b. **ETA:** Estimated Time of Arrival based on the distance travelled, speed, and traffic conditions

D. Route Geo-fence: The software should allow the marking of a route on the map. As soon as the vehicle deviates from the desired route, alert should be generated by the system.

E. Trip-wise Tracking: The software should allow to define a trip and then track the vehicle as a part of the trip

F. Speed Limit Setting: The software should allow defining various speed limits, including over speed limit.

G. Notifications: Facility for providing following Notifications:

- a. **Over speeding:** When the vehicle is over speeding based on the user-defined speed limits.

- b. Exceeding Waiting Time:** When the vehicle exceeds the defined waiting time in the same location.
- c.** Tracking of estimated time of arrival to the destination based on the various parameters like vehicle speed, distance remaining, and traffic situation, etc.

VIII. ACTUAL VS PLANNED ROUTE

The software application should allow to compare between planned and actual route travelled. Also, the system should send instant alert whenever a vehicle deviates from its original pre-defined route.

IX. ROUTE REPLAY

The software application should allow to trace the route travelled by the vehicle for a trip, once it gets completed. History tracking of an individual vehicle should also allow to play or trace the route travelled by a vehicle for the specified timeframe along with location and speed.

X. USER MANAGEMENT

The software application should allow to assign different roles to the user such as admin, supervisor, manager etc. based on their designation in the organization and provides access control with various view/edit rights. The software application thus should supports hierarchical user management with assignment of different roles and rights.

XI. RECORD KEEPINGS

The solution offers ready-made functionality to store various digital documents in the form of 'Master'. Any lapses and deadlines in validity of such is intimated in prior through SMS and e-mails to organization. The details are already maintained in the solution and help to reduce daily verification time.

A. Machine Master: The Machine Master maintains minutes of the vehicles which includes:

- a.** The Registration Number, Chassis Number, Registration Date, Insurance Details, RC Documents, Fitness Certificates, Permit Documents and other paperwork.

B. Chauffer Master: The Chauffer Master maintains minutes of the drivers which includes:

- a. Personal details such as Name, DOB, Mobile, Address; Work details such as Joining date, License Number, License Validity, AADHAR Card etc; Verification details such as Police Verification.

XII. SOS (PANIC BUTTON)

To enhance the safety of the fleet and the drivers, external accessory such as Panic Button can be introduced which is capable of sending a distress signal in case of danger. Instant notifications are displayed in the software dashboard thus ensuring focus and priority on the vehicle.

XIII. REPORTS

The solution should provide various reports, which should help organizations to gain a complete insight into the fleet operations. The report section in the solution should include:

- A. Run Report:** This report provide details about the distance travelled by a particular vehicle for a particular day. Corresponding to it additional information such as start and end location as well as moving time is also provided.
- B. Alert/Event Report:** Facility for details such as ignition on-off, ac usage as well as alarms such as low battery, power cut-off, over-speed, unauthorized access etc.
- C. Geo-fence Report:** This report provide details about the geo-fence in-out alerts for the point-of-interest mapped.

Note: All the reports should be downloadable in Excel and PDF Format.

XIV. FLEET MAINTENANCE SERVICES

The software should have provision for reminders for various scheduled services like:

- A. Pollution-under-Control (PuC) Certificate** renewal reminders.
- B. Service Calendar** – To keep records of the service due dates based on Kilometers-run, vehicle age. It should also provide functionality to keep a record of the service provided and expense incurred.
- C. Fitness Certificate** renewal reminders.

D. Tax & Permit Calendar - The various due-dates to get permits and pay Tax at Central, State and District-level can be recorded in this.

E. Insurance & Warranty Calendar to keep a check on EMIs due, Renewals due, etc.

F. Repair and Maintenance – To keep records of unscheduled Repairs & Maintenance like Tyre-change, Breakdown and the expenses incurred.

XV. INTEGRATION

The software application should be seamlessly integrable into existing Chhattisgarh Excise PSIM.

XVI. PLATFORM

The Solution should be able to install and commission on CSMCL IT Infrastructure such that it is readily available on both Web as well as Mobile (Android & IOS) platforms.

XVII. MAPS:

Licensed GIS Maps (Bidder to name the OEM) should be integrated to empower the application solution with accurate and precise locations. The maps used in the application should support proper zoom levels to classify states, districts, cities, landmarks and roads. Regular updates are to be provided to enhance the map data.

XVIII. FOLLOWING COMPLAINCES REQUIRED FOR THIS SOFWTARE

A.Scope of Work		
S.No	Scope of Work:	Compliance YES/NO
1	Complete training to be provided to the users for using and troubleshooting if any in the Application	
2	Application for Tracking the Vehicle wise devices from specified locations/ central locations and monitoring their movements, routes, etc.	
3	Required support to understand the parameters, functioning of the Application etc. to be provided.	
4	It is the responsibility of the Bidder to translate the routes records of the department into required Longitudes and Latitudes, Co-ordinates etc within the time specified and to make the route fixing and geo-fencing, etc. through the Application.	

5	The Application should provide user Administration, Access Rights on “who to know what” basis.	
6	All the standard alerts and modules should be provided.	
7	Bidder has to quote for the Monthly Cost of Man Power of 2 Support Engineers (Onsite at Data center as well as Offsite with remote access facility) from the kick-off meeting till the Warranty period completion.(OPTIONAL)	
8	They should also provide the list of required hardware like, Servers, workstations, LED Screens along with any other required hardware like desktop / laptop etc. for the setting up of the required infra setup at centralized Control Room of the customer. The space for the Control room and also the connectivity required like internet etc. and power through UPS will be provided by the department.	
9.	The Engineers should coordinate with all the Department offices in getting the route maps, translating the same into the required Longitudes and Latitudes, fixing the routes, complaints call registering, escalation to the proper channels for resolution, customization of the needs, generation of the daily and routine reports, downloading the data and reports, placing the same before the appropriate Authorities, daily data downloads , backup taking in an external media provided by the department, providing the daily data to the department, monitoring of the movement of the vehicles, imparting training to the identified staff of the department etc.	

B. The Software Application

S.No.	Requirement	Compliance YES/NO
1	A web based application to be provided	
2	User Creation, activation, deactivation, password maintenance, and role based access etc.to be provided in Admin module.	
3	Proposed solution shall have provision to create multi-level Users (Range Users, Sub-Division Users, District Users, Division Users and Head Quarter Users). These Users shall be enabled to monitor vehicles coming under their control and generate Reports pertaining to the vehicles under their control.	
4	Proposed solution shall have ability to mark locations such as the Dept. Offices, Check-posts, Point books, Accused Person's House/Office etc in different colors. Mapping the routes, touchpoints in the routes etc. should be configurable in the Admin module.	
5	Proposed system shall have ability to locate a specific vehicle in real time to know the position and status.	
6	Proposed solution shall have ability to highlight exceptions through Alerts by monitoring of deviations such as route, arrival and departure times etc.	
7	Each Vehicle, using the supported/compatible vehicle tracking device, shall determine its precise location through GIS based GPS System and transmit the same to the Data Centre at defined intervals of time. The location has to be displayed on GIS based route maps at Central Control Room continuously.	
8	Vehicle Tracking System shall have Geo-fencing capability	
9	Creation of Geo Fences and landmarks should be very simple and should be allowed to create from the mapview page itself.	
10	The Vehicle Tracking System shall be able to compare the actual location of the vehicle, at any given time, with its scheduled location.	

11	Vehicle Tracking System shall provide these data on real time basis at pre-determined and configurable intervals (minimum 10 seconds) over GPRS network.	
12	Application should have module for maintaining the details of the vehicle like Registration details, Insurance details, Driver details, Maintenance schedule, etc.	
13	It shall have ability for Live tracking of all vehicles and anyone or selected specific vehicles on the same dashboard view.	
14	Mobile App for mobile vigilance staff.	

C. Reports

S.No.	Requirement:	Compliance YES/NO
1	The application shall provide facility to query the data and generate the reports as per the requirements.	
2	The Application shall provide facility to save queried data in Excel, PDF, CSV, TXT, XML formats.	
3	Department officials shall be enabled to generate/ download various reports specific to vehicles associated to specific locations such as the following-	
A	Position of the particular vehicle at any given point of time mapped to the land mark location, area, vehicle stop, etc.	
B	Tracking the complete route taken by a particular vehicle on time scale.	
4	Application should provide, but not limited to, following MIS reports:	
A	Vehicle wise utilization report	
B	Vehicle wise trip report	
C	Vehicle wise alert report	
D	Vehicle wise GPS functioning report	
E	Vehicle wise stoppage report	
F	Vehicle wise daily distance report	
G	Vehicle wise Route Points Visit Frequency Report	

H	Grouping wise i.e. range wise, District wise reports as per the Department need	
I	Points not Visited Reports	
J	Routes not visited Reports	
K	Reports on High Impact Alert, Excess Idle Alert, Tamper Alert, Ignition Alert	
L	Reports on Geo-Fence Enter & Exit Alerts, Geo Fence Speeding Alert	
M	Web Track GPS Tracking Dashboard, Web Track Dashboard	
N	View the vehicles LIVE, Geo Fence History Report, Trip Report, Time Sheet Verification	
O	Web Track GPS Tracking Report, Vehicle Work Summary.	
P	Live Location Updates (minimum 60 second updates which can be configured)	
Q	Mapping & Imagery	
R	Vehicles Summary Report	
S	Time Sheet Verification Report	
T	Time On Site Reports	
U	Route Points Visit Frequency Report	
V	Run reports based on visits, arrival and departure as well as Alert for any un-authorized Routes/departures	
W	Automated reports to be downloaded from the App by using the User-Id and password	
X	Replay routes driven and confirm the most efficient practices are maintained.	

D. Maps

S.No.	Most flexible mapping technology to view the locations on the Map.	Compliance YES/NO
1	Map licenses to be procured from OEM of repute having copyright certificate for spatial database.	
2	Integrated maps should have at least state level zoom to street level zoom	

3	Complete road network of the designated area with road classification to be depicted on the map with styles.	
4	All the critical landmarks to be present and should be clearly displayed on the map at specific zoom levels	
5	Scale of the required GIS map of city should be minimum:1:2000 scale for city area and 1:10000 scale for rural area with road positional accuracy of+/-5m	
6	The Map OEM should have capacity to enhance map data in terms of features and attributes	

2. WORKSTATION SPECIFICATIONS

Workstation with Intel Xeon 2.4GHz, 32GB RAM, Reliable Memory Technology (RMT) for detecting and isolating memory errors for minimizing blue screen occurrence, DPO- AI based dynamic optimization tool for increasing productivity , DDP- Robust malware protection tool based on AI & ML, Power Supply,2*1.2TB HDD, 8GB NVIDIA quadro, Window 10 Pro, High Resolution bundled 24” TFT, 3 year warranty. This must be certified for GIS software (as mentioned in S.No. 1 above)/PSIM running at CSMCL.

3. ONLINE UPS SPECIFICATIONS

TECHNICAL SPECIFICATION OF ONLINE UPS				
S. No.	Features	Description	Complied Yes/No Mention the value	Deviations if any
1	Make	Vendor to Specify (Online UPS)		
2	Model	Vendor to Specify		
3	Country of Origin	India		
4	Capacity (in kVA / kW)	3 kVA, 0.8 or Better O/P power factor		
5	Technology and Capability	a) True Online configuration with double conversion VFI SS 111		
		b) Microprocessor /DSP based control, using IGBT devices and high switching frequency PWM (>10kHz)		
		c) Active Power Factor Correction (APFC) in converter		

		to improve Input Power Factor > 0.98		
6	Input facility -Phases / Wires	1 Phase IN & 1 Phase Out		
7	Input Voltage Range	110 – 280 V AC		
8	Input Frequency Range	40 to 70 Hz		
9	Input Power Factor	> 0.98 on Full Load		
10	Generator Compatibility	Compatibility to genset supply required		
11	Input Protection (Thru In-built 1P MCB)	Should be provided at the input of the UPS suitable for the full rated capacity of the UPS		
12	Nominal Output voltage	220/ 230/ 240VAC (Selectable)		
13	Output Voltage Regulation	+/- 1% static and +/- 5% at 100% load step		
14	Nominal Output Frequency	50 / 60 Hz		
15	Output Frequency Regulation	+/- 0.10 Hz (Free Running / Self Clocked Mode)		
16	Output Wave Form	Pure sine wave		
17	Output Voltage Distortion (THDu)	<= 3% for Linear load		
18	Crest Factor	3 : 1 On Full Load (Minimum)		
19	Output Short circuit Protection	Electronic / Fused		
20	Transfer Time (Mode of operation)	Nil from Mains mode to Battery Mode		
		Nil from Battery Mode to		

		Mains mode		
21	Transfer Time (Inverter to Bypass / Bypass to Inverter)	<4 ms (Synchronized Mode)		
22	Automatic By-pass (In-built)	To be provided		
23 a.	Overall Efficiency (AC to AC) - Online (Double Conversion)	>= 90% at Full Load >= 98% in Green ECO mode		
23 b.	Green Mode / Eco Mode	Shall be provided in each UPS (All ratings) to choose Higher Efficiency Mode of Operation		
24	Measurements (On LCD)	Input: Voltage / Frequency		
		Output: Voltage / frequency		
		Battery: Remaining time / Voltage		
		Load: Percentage / kW		
25	Fault Indication (On LCD)	Charger Failure		
		Battery Failed		
		Battery Low		
		Overload		
26	Indications (LED/LED)	AC indicator/Battery Mode of Operation / Bypass feeding the load / UPS Fault		
27	Audible Alarms	Battery Low beep / DC Fault beep/ UPS Overload beep/ o/p short circuit fault beep/ Shutdown beep		
28	Backup Required	60 Min back up at 0.8 PF and 1.75 ECV. 6Qty,65AH, 4680VAH		
29	Battery Bank Voltage	Vendor to Specify		
30	Batteries Type	Sealed Maintenance Free (SMF) - 12V Cells		
31	Battery	Exide / Amara raja /		

	Makers	Panasonic OR similar product		
32	Battery recharge time (After complete discharge) to 90% capacity	8-10 hours		
33	USB Port	Shall be present in the UPS		
34	Emergency Power Off	Should be provided as standard in the UPS		
35	Remote Monitoring	To be provided with access to user using a mobile app compatible with IOS/Android.		
36	Interface to BMS (Building Management System)	Mod Bus Card for connecting to UPS to BMS thru RS485 & monitoring through BMS option shall be available.		
37	Interface to DCS (Distributed Control System)	Relay I/O Card or PFC (Potential free contacts) for connecting to UPS to DCS / PLC / SCADA system for communicating UPS operating status option shall be available		
38	Scheduled Shutdown	The UPS NMC shall be capable for scheduling a shutdown.		
39	NMC Security	Remote Access: SSH File Transfer: SCP Web Server: TLS Remote Authentication Dial-In User Service for central administer remote access shall be provided		
38	Cold Start	UPS should start up		
		On AC Supply (Mains) without DC Supply (Batteries)		
		On DC Supply (Batteries) without AC Supply (Mains)		

49	Automatic Restart	UPS should start up automatically on mains resumption after battery low shutdown		
40	Operating Temperature	0 to 40 deg C		
41	Storage Temperature	-15 to 50 deg C		
42	Operating Humidity	0% ~ 95%RH (No Condensing)		
43	Operating Elevation	0 - 1000 m		
44	Type of Cooling	Natural Convection Cooling through air vents		
45	Noise Level	<60 dbA at 1 meter distance		
46	Form Factor	Rack & Tower mountable both		
47	Air Filters (mandatory)	UPS should have internal anticorrosion air filters for dust filtration		
48	Dimension (w x d x h) in mm	To be furnished by the vendor		
49	Weight - in kg	To be furnished by the vendor		
50	Product Certificates & Makes & Manufacturing location	BIS Certification		
		OEM should have own centralized Help Desk (24 X 7 support) with Toll Free Number.		
		Gutor/APC Schneider /Socomec/GE/ Luminous OR similar product		
		For all Rack-Tower Mount UPS, Domestic component shall be >30% Component (Only for UPS excluding Battery and related accessories) & PCBs shall be manufactured in OEM's factory in India.		
51	Warranty	3 years		

4. FIREWALL SPECIFICATIONS:

S.No.	Firewall Specifications	
1.	Throughput: Threat Defense Software	890 Mbps
2.	IPS Throughput	900 Mbps
3.	Interfaces	8 x RJ45
4.	Throughput: Firewall (FW) + Application Visibility and Control (AVC) (1024B)	890 Mbps
5.	Throughput: FW + AVC + Intrusion Prevention System (IPS) (1024B)	880 Mbps
6.	Maximum concurrent sessions, with AVC	100K
7.	Maximum new connections per second, with AVC	6K
8.	Transport Layer Security (TLS)	195 Mbps
9.	Throughput: IPS (1024B)	900 Mbps
10.	IPSec VPN throughput	400 Mbps
11.	(1024B TCP w/Fastpath)	
12.	Maximum VPN Peers	75
13.	Device Manager (local management)	Yes
14.	Centralized management	Centralized configuration, logging, monitoring, and reporting are performed by the Threat Defense Manager (FMC)
15.	AVC	Standard, supporting more than 4000 applications, as well as geolocations, users, and websites
16.	AVC: Open App ID support for custom, open-source application detectors	Standard
17.	Security Intelligence	Standard, with IP, URL, and DNS threat intelligence

18.	IPS	can passively detect endpoints and infrastructure for threat correlation and Indicators of Compromise (IoC) intelligence
19.	Malware Defense for Networks	Available; enables detection, blocking, tracking, analysis, and containment of targeted and persistent malware, addressing the attack continuum both during and after attacks.
20.		Integrated threat correlation with AMP for Endpoints is also optionally available
21.	Malware Analytics sandboxing	Available
22.	URL filtering: number of categories	More than 80
23.	URL filtering: number of URLs categorized	More than 280 million
24.	High availability and clustering	Active/standby
25.	Stateful inspection firewall throughput ¹	2 Gbps
26.	Stateful inspection firewall throughput (multiprotocol) ²	1.4 Gbps
27.	Concurrent firewall connections	100,000
28.	New connections per second	25,000
29.	IPsec VPN throughput	500 Mbps
30.	(450B UDP L2L test)	
31.	Maximum VPN Peers	75
32.	High availability	Active/standby
33.	Scalability	VPN Load Balancing

34.	Centralized management	Centralized configuration, logging, monitoring, and reporting
35.	Adaptive Security Device Manager	Web-based, local management for small-scale deployments
36.	Form factor	Compact (Desktop, wall-mount)
37.	Network interfaces	8 x 1000BASE-T
38.	Power over Ethernet	2 ports PoE+ (IEEE 802.3at)
39.	Management interfaces	1x 1000BASE-T
		1x Serial console (RJ-45)
40.	USB	1 x USB 3.0 Type-A (500mA)
41.	Storage	1 x 200 GB
42.	Power supply configuration	External power supply, AC input
43.	AC input voltage	100 to 240V AC
44.	AC maximum current draw	< 2A at 100V, < 1A at 240V
45.	AC maximum power draw	115W
46.	AC frequency	50 to 60 Hz
47.	AC efficiency	>88% at 50% load
48.	Noise	0 dBA
49.	Temperature: operating	32 to 104°F
		(0 to 40°C)
50.	Temperature: non-operating	-13 to 158°F (-25 to 70°C)
51.	Humidity: operating	90% non-condensing
52.	Humidity: non-operating	10 to 90%
		Non condensing

53.	Regulatory compliance	Products comply with CE markings per directives 2004/108/EC and 2006/108/EC
54.	Safety	<ul style="list-style-type: none"> ● UL 60950-1 ● CAN/CSA-C22.2 No. 60950-1 ● EN 60950-1 ● IEC 60950-1 ● AS/NZS 60950-1 ● GB4943