OFFICE OF THE EXCISE COMMISSIONER CHHATTISGARH, RAIPUR

Notice Inviting Tender

For

Supply and Installation of Centralized Video Monitoring System (CVMS) of Cameras, Server and its accessories under CG Excise Project

Chhattisgarh Excise Department
Labhandi, Chokra Nala
Raipur (Chhattisgarh)

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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 a single System Integrator Partner.
2.	**Successful Bidder**	Successful Bidder means the Bidder who becomes successful through the
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
5.	**Cost**	Cost means the total cost to be incurred towards the purchase and commissioning of Centralized Video Monitoring System
6.	**Purchaser**	Purchaser means the Government of Chhattisgarh for whom the procurement is made through this Tender.
7.	**Excise Dept.**	Procurement agency on behalf of Government of Chhattisgarh
8.	**Commissioning**	Commissioning includes proper Software & hardware installation, connection and testing
9.	**End user**	End user means the person to whom the CVMS and Server & its accessories are actually delivered for use.

1. IMPORTANT NOTE & TENDER NOTICE:

Excise Dept. invites Notice Inviting Tender (NIT) for Supply and Installation of CVMS and Server & its accessories under CGEXCISE Project. All bids should be addressed to:

Commissioner Excise,
Chhattisgarh Excise Department,
Labhandi Chokranala,
Raipur, Chhattisgarh- 492001.

Bids received after the due date will be rejected.

Bidders must ensure that they submit all the required documents indicated in the NIT document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

Excise Dept. reserves the right to accept or reject in part or full any or all the offers without assigning any reasons.

2. INTRODUCTION

ABOUT THIS NOTICE INVITING TENDER (NIT)

The Government of Chhattisgarh has decided to procure CVMS and Server & its accessories at various CG EXCISE Locations in the State of Chhattisgarh under CG EXCISE Project. The CVMS and Server & its accessories will be procured in a transparent manner through competitive bidding process. .

Excise Dept. invites Notice Inviting Tender (NIT) for supply and installation of CVMS and Server & its accessories at various locations under CG EXCISE Project in the State of Chhattisgarh as per the Technical specification available at annexure “B” given in this Tender document for supply as above.

3. SCHEDULE OF NIT

1	**Tender No.**	
2	Scope of Work	Supply and Installation of CVMS ,Servers & its accessories under CG EXCISE Project
3.	Tender Estimated Cost	Rs 6.00 (Six) Crore
4	Name of the tender issuer	Commissioner Excise, **Excise Dept.**
5	Date of issue of tender document	04-02-2017
6	Last Date for Submission of Bids	20-02-2017 02:00 PM
7	Date of Opening of Technical Bids	20-02-2017 04:00 PM
8	Date of Commercial Bid opening	21-02-2017 04:00 PM
9	Address of Communication	**Commissioner Excise, *Chhattisgarh State Excise Department* Labhandi, Chokra Nala, Raipur**
10	Earnest Money Deposit (EMD)	Rs 18.00 lakh (Eighteen Lakh)
11	Cost of tender Form.	Rs 1000/- (One Thousand Only)

(Bid Document and subsequent clarifications on bid terms if any can be down loaded from Excise Department web site www. excise.cg.nic.in. Bid Form downloaded from Web-site must be accompanied by DD for Rs. 1000.00 as cost of documents and the same should be kept with the TEHCNICAL BID in addition to DD as Bid security(EMD)

4. ELIGIBILITY CRITERIA

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

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

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

#	**Minimum Eligibility Criteria**	**Proof to be submitted for fulfilling the** criteria **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 for Registered Companies, Partnership Deed for Partnership Firms/VAT or Service Tax Registration Certificate for Sole Proprietorship Firms.

2.	The Bidder must have a minimum Average annual turnover of at least Rupees 3.00 Crores in the last three audited financial years (FY 13-14,14-15 & FY 15-16) in India and should not be a loss making entity.	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. The Bidder should have currently valid Sales tax/Service Tax Registration Certificate and PAN No.	a) Copies of Sales Tax, Service Tax Certificate & PAN No. b) Undertaking be 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 Implementation of IT/ICT job, of worth Rs.5 Cr, as a system Integrator in last 10 years. The implantation job can be sum of hardware, software, system integration and consultancy work. However a pure consultancy or pure hardware supply job will not be considered as IT implementation job. It should have necessarily have SI job component with any of the departments of the Central, State Governments and PSUs.	Copy of PO placed by any of the departments of the Central, State Governments and PSUs with project completion certificate.

5	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	Undertaking from bidder in this regard to be submitted
6	Bidder should submit signed and scanned copy of the Authorization letter.	Authorisation Letter to be submitted
7	Earnest Money Deposit (EMD)	The bidder should furnish, as part of its Proposal, an Earnest Money Deposit (EMD) of the Rs. 18.00 Lacs only). The EMD should be in the form of Demand Draft/Bank Guarantee, drawn on any Nationalized/Scheduled Bank payable at Raipur. in favour of Commissioner Excise Chhattisgarh. Govt PSU, if bidding, shall be exempted from EMD as well as security deposit. MSME registered units shall be exempted from EMD only.

5. SCOPE OF WORK

5.1 Excise Dept. Invites bids from registered firms for acquiring a long-term technology solution to procure a Physical Security Information Management (PSIM) based Centralised video monitoring system. The PSIM system would provide a platform and applications, designed to integrate multiple unconnected security applications and devices, and control them through one comprehensive user interface. It would collect and correlate events from existing disparate security devices and information systems (video, access control, boom barrier,sensors, Vehicle Tracking System, analytics, networks, building systems, etc. provisioned) to empower personnel to identify and proactively resolve situations. By adopting this approach, the CGEXCISE could retain its current investment in a majority of systems and components while also gain a state wide monitoring, management, and control facility by way of the PSIM.

Total of 192 ip cameras are functional at various distilleries and bottling units through out the state they are to be monitored/recorded and shops located throughout the state shall have approx 3000 cameras the feed is to be monitored/recorded using analytics.

In addition the department is to procure Server & its accessories as per the minimum Technical Specifications and other terms and conditions mentioned in this Tender document. The warranty for software should be 12 months and hardware like Servers etc should be 36 months from the date of installation and commissioning at site.

5.1.1 The faulty Hardware should be replaced/ repair immediately after diagnose.

5.1.2 The Successful Bidder is responsible for all unpacking, assemblies, installations, cabling between hardware units and connecting to main power supplies. The Successful Bidder will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the CVMS and Server & its accessories at all the installation sites.

5.1.3 The Successful Bidder must send a proposed delivery schedule to Excise Dept. well in advance. The Successful Bidder shall co-ordinate with EXCISE Department and prepare a list where delivery is planned, so that installation and handing over can be carried out.

5.2**Delivery Schedule:**

Delivery should be within 12-16 weeks

6. MINIMUM TECHNICAL SPECIFICATION

Please note that the specifications given below are the minimum specifications. Bidders may quote equivalent or higher specification mentioned in Annexure- B. The bidder should submit the compliance statement as per 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 as per Annexure-A
2. Technical Specification of all items and all necessary certificates as per Annexure-B, duly signed and stamped
3. Tender Terms and Conditions duly signed and stamped
4. Bid Form (as ANNEXURE - C) duly signed and stamped
5. Delivery Schedule PERT diagram
6. Declaration form duly signed (as ANNEXURE - E)
7. Acceptable instrument towards EARNEST MONEY DEPOSIT (EMD).
8. Tender's Technical Literature, Catalogue, Pamphlets, etc. about the product.
9. Pre- Contract Integrity Pact duly signed and stamped (as ANNEXURE - F)

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

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

(D) Technical evaluation will be done in a manner as deemed fit by the Excise Department, Government of Chhattisgarh (henceforth referred as Department only). After opening the "Technical Bid" the Excise Commissioner, 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. Excise Commissioner, 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 Excise Dept., Excise Dept. shall have the right to reject the Bid and if after selection, Excise Dept. 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, Excise Dept. 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, Excise Dept. may not consider such documents.

iv. The Bidder who has quoted overall lowest rate will be declared L1.

V. The Tender calls for full copies of documents to prove the Bidder's

Experience and capacity to undertake the project.

b. AWARD OF CONTRACT

i. If bidder fails to deliver the order beyond the delivery schedule as enshrined in PERT chart, **a grace period of 15 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 15 days). Further, Excise Dept. 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. Excise Dept. 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.

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 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 Excise Dept. 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 Excise Dept. may make the award to the next lowest evaluated bidder or call for new bids.

6. **AMENDMENT/CANCELLATION**: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason
& without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Contract.

9. **CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be

summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

10. **PERIOD OF VALIDITY.** Bids shall remain valid for **30** days after last date for bid submission prescribed by Excise Dept. which may be extended with mutual consent. A bid valid for a shorter period may be rejected by Excise Dept. as non-responsive.

11. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, Excise Dept. will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the Contract.

12. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.

13. **ACCEPTANCE TESTING:** The equipment will be tested by Excise Dept. or Excise Dept. nominated agency. The supplier should make available a similar system, free of cost, as per the configuration quoted in technical bid.

14. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.

15. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions - forfeiture of its performance security, imposition of liquidated damages and / or termination of the contract for default.

16. **PENALTY:** All the items should be delivered as per the schedule of delivery attached in the purchase order from the date of placement of order by Excise Dept., 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 Excise Dept. against the Order.

17. **LIQUIDATED DAMAGES:** If the supplier fails to deliver any or all the goods or perform the services within the time period specified in the contract, Excise Dept. 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 Excise Dept., Excise Dept. reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 5 weeks after the delivery period.

18. **TERMINATION FOR DEFAULT:** Excise Dept. may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part and submit his Bid Secirity 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 Excise Dept. may authorize in writing) after receipt of the default notice from Excise Dept.. In the event Excise Dept. terminate the contract.

19. FORCE MAJEURE

a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.

b. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of Excise Dept. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.

c. If a force majeure situation arises, the supplier shall promptly notify to Excise Dept. in writing of such condition and the cause thereof. Unless otherwise directed by Excise 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 be in force for a period of 30 days or more at any times, Excise Dept. shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

20. **TERMINATION FOR INSOLVENCY:** Excise Dept. 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 Excise Dept..

21. **TERMINATION FOR CONVENIENCE:** Excise Dept., 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 Excise Dept.'s convenience and the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

22. **RESOLUTION OF DISPUTES:** Excise Dept. 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 Excise Dept. and the supplier have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.

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

24. **TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of CG EXCISE in the state of Chhattisgarh.

25. **DEFENCE OF SUITS:** If any action in court is brought against the Excise Dept./ 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 Excise Dept. harmless from all costs, damages, expenses or decrees arising out of such action.

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

27. <u>SPECIAL CONDITIONS OF BID</u>

Packing List:-

A packing list should be prepared for the following items. I) Software/Hardware serial number and batch number

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

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

iv) Names and addresses of Service centres, contact persons in each service centre, Telephone numbers and also the supervisor's name, address and telephone numbers to enable the end user to contact the supervisors in the event of poor service by the 19uthorized service personnel.

A) LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:

a. The equipment and Services under this contract shall be supplied and commissioned in the respective location of CGEXCISE PoPs.

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 Excise Dept. from time to time till the execution of the entire order.

In case the Successful Bidder fails to carry out the warranty regulations, Excise Dept. would engage any other operator and carry out the service/replacement and deduct the amounts from the warranty amount retained by Excise Dept. 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, Excise Dept. reserves the right to divert the supply of Video Conference Camera from the allotted Successful Bidder.

2. **INSURANCE:** The delivery of goods to the destination is the responsibility Successful Bidder only. The goods supplied under the contract should be comprehensive Insurance by the Successful Bidder till delivery and authorized person.

3. ACCEPTANCE :

The supplied Software/ Harware should be in working condition.

4. BILLING:

The Successful Bidder shall raise the invoice for the CVMS and Server & its accessories supplied in the name of Excise Dept. and shipping address will be the location address, where the CVMS and Server & its accessories are delivered. A signed copy of delivery acceptance of CVMS and Server & its accessories by Location Head should be submitted with Invoice.

5. SUPPORT SERVICES:

a) The maintenance shall include replacement/repair of all faulty parts. The faulty items should be repaired/ restored/ replaced within 72 Hours.

b) The Purchaser reserves right to terminate the contract in the event of unsatisfactory maintenance and claim damages and Costs for non-fulfillment of contract.

6. PAYMENT TERMS

a) All payments will be made in INR only.

b) No advance will be paid or no letter of credit will be issued.

c) Payment will be released after submission of Bank guarantee favouring "Commissioner Excise Chhattisgarh" equivalent to 5% of invoice value and EMD amount submitted earlier shall be adjusted against the security

deposit . Govt PSU shall be exempted from submission of security deposit.

d) Payment will be released after acceptance certificate received from the respective sites in line with the payment terms mentioned on Purchase Order.

d) The payment will be subject to fulfillment of warranty obligations.

e) 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.

f) 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.

g) 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,

Commissioner Excise

Excise Department

Chhattisgarh State Excise Department.

Labhandi Chokranala, s,

Raipur, Chhattisgarh-492001

Sir,

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

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

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

 We further undertake that we as an OEM of the below mentioned equipment 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 the 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"

Technical Specifications

A. Specifications for CVMS

1. Switch 24 Port Managed Switch

24-Ports Gigabit L2 Managed PoE Switch with 4 Combo SFP Slots with SFP module 1 Console Port; 8K MAC Table; *Support 802.3X, LACP, STP/RSTP/MSTP, VLAN, ACL, DHCP Relay/Client/Server, IGMP v1, v2, CLI, Telnet, SNMP v1, V2, Mirroring, 802.1x, Port Isolation

2. PSIM based CVMS software solution

CGEXCISE is currently considering a long-term technology solution to procure a Physical Security Information Management (PSIM) based video monitoring system. The PSIM system would provide a platform and applications, designed to integrate multiple unconnected security applications and devices, and control them through one comprehensive user interface. It would collect and correlate events from existing disparate security devices and information systems (video, access control, boom barrier,sensors, VTS, analytics, networks, building systems, etc.) to empower personnel to identify and proactively resolve situations. By adopting this approach, the CGEXCISE could retain its current investment in a majority of systems and components while also gain a state wide monitoring, management, and control facility by way of the PSIM.

Each Bidder should provide the following information:

a. A solution identifier such as a model number, version number,wherever applicable and a description of all components required for the solution.

b. Documents outlining the specifications and details of the equipment or software should be included in the response to this letter of interest.

c. Costing model.

d. Licensing model.

e. Support and maintenance service levels.

The following need to be responded:.

Table 1 - Architectural Questions

CGEXCISE Question	Bidder Response
1. Describe the architecture of your solution including description of solution platform, storage, database management system, high availability, and redundancy features.	
2. Please specify any “ceilings” to growth within your solution. For example, maximum number of users, concurrent feeds, maximum number of CCTV recording devices.	
3. What infrastructure resource impacts should an organization be aware of when deploying your solution (e.g., processing, bandwidth, storage, etc.)?	
4. How much data (in GB) can your solution capture and store on a daily basis if it were used to collect and correlate events from existing disparate security devices and information systems (video, access control, sensors, boom barrier,analytics, VTS, networks, building systems, etc.) from CGEXCISE sites?	
5. Does your solution pull data from physical	

security devices or is there an expectation that data needs to be pushed?	

Table 2 - Functionality Questions

CGEXCISE Question	Bidder Response
6. Describe the functionality of your solution and its main capabilities.	
7. For how many sites can your solution collect, correlate, manipulate, search, and display data?	
8. Does your solution provide encryption of data? If yes, describe under what circumstances the data is encrypted and how it meets the Cryptographic Algorithms for Protected Information standard .	
9. How does your solution deal with situations of feed loss or connection loss, in terms of monitoring, maintaining and recording?	
10. If the solution requires troubleshooting, does the Bidder see times when there is a requirement for a virtual (or remote) access or physical access to troubleshoot the solution?	
11. Is your solution restricted to interfacing with certain types/manufacturers recording	

devices?	
12. The CCTV recording devices, at the various sites, run independently from the card access systems. How does your solution link to the various recording devices?	
13. Describe how and to what scope your solution would capture information from and to the access control and intrusion detection systems . Examples of information are communication failures, intrusion alarm signals, accesses and access denied records, etc.	
14. Describe how and to what scope your solution would capture information from CCTV recording devices. Please specify capabilities for zooming, panning, tilting and retrieving historical recordings.	
15. Can your solution provide the ability to correlate information from various physical security systems such as card access, intrusion detection and CCTV recording devices located in multiple sites across Chattisgarh? If yes, can you describe how?	

16. How does your solution secure the data while in transit? For example, from the camera, through the system, at rest, access to and from the system and final storage.	
17. Describe the safeguards your solution has in place to protect the integrity of captured data.	
18. What methods does your solution use to secure and safeguard access to its solution components and data (e.g., authentication, authorization, audit logs, Active Directory, etc.), and can entitlements be restricted to defined functional roles?	
19. Does your solution work with third party products/protocols such as Microsoft Active Directory, SiteMinder, Kerberos and LDAP v3 for authentication? If yes, please specify which ones and how.	
20. Does your solution support pass-through authentication (i.e., single sign-on)? If yes, please specify how.	

21. Describe how your solution provides capability for fine tuning of business rules and reports. Examples of business rules are a change in alarm notification schedule (e.g., system put on test), disabling card access system for lockdown purposes at a specific site, etc.	
22. Does your solution support redundancy? If yes, please describe how.	
23. Does your solution provide capability for audit trail features? If yes, please describe.	
24. Is your solution capable of managing various workflows? For example, can your solution create an event, assign priority and category, assign an event to a user, share an event, and track status of this event until it is completed?	
25. Can an end-user search and filter current and past events? Are there limitations on searching past events information?	

Examples of events are accesses made by a specific individual, intrusion alarms, etc.	
26. Does your solution allow communicating with various third parties? If yes, please provide all possible methods of communication. For example, ability to send notifications using standard response methods (e.g., e-mails, automatic phone messages) for various sites.	
27. Describe how your solution presents status information to an end-user. For example, does your solution provide dashboards? If yes, please describe how your solution presents incident notifications other than through a dashboard.	
28. What type of application program interfaces (APIs) are available in your solution? Please specify.	
29. Does your solution provide capability to integrate with Business intelligence solutions? If yes, please specify which	

ones and how.	
30. Does your solution have the capability to integrate the card access Products? If yes, please specify which ones and how	
31. If one of the card access products is upgraded to an updated version, what is the impact on the solution application, if any?	
32. Does your solution have the capability to integrate with other systems or databases? Can you provide details on how this integration would be accomplished?	

Table 4 – Support Questions

CGEXCISE Question	Bidder Response
33. What training packages (e.g., on-line manuals, support, help, methods, and procedures) does your solution provide?	
34. Do you offer standard and customized training courses?	

CGEXCISE Question	Bidder Response
35. Do you provide hands-on training? If yes, do you offer a virtual training environment for clients to use or is the client expected to set-up their training environment? Please specify.	
36. Describe the activities and the type/level of expertise required in order to maintain the solution on an on-going basis.	
37. Describe your maintenance and support offerings (i.e., pre-deployment, post-deployment, consulting after-hours support, 7/24 on-call support, etc.) and how you will provide them.	
38. Describe your release horizon including updates, major and minor enhancements of your solution. How often do you release software updates?	

Table 5 - Licensing Questions

CGEXCISE Question	Bidder Response
39. What are the options for licensing your solution? Please describe each option.	
40. Are all future versions of the solution free? Please describe.	
41. How many individual licenses would need to be purchased in order to trigger the licenses to become an enterprise-wide licence?	
42. Are there limitations to the number of users/user licenses? Is there a cost for user licenses?	
43. Is it customisable to any bespoke functional requirment in future (at additional cost?	
44. PSIM OEM should have reasonable number of world wide (including India) installations of similar integrations. Please mention a customer reference list.	

45. PSIM should have technical support team based in India with relevant troubleshooting, debugging and training experience	

Table 6- Other / Miscellaneous Questions

CGEXCISE Question	Bidder Response
46. Describe the reporting capabilities of your solution and identify all out-of-the-box reports provided. a. Does your solution provide capability to create and save customized reports?	
47. Provide two examples where your solution was implemented for more than 100 sites. These examples must have been implemented in an architecture similar to the one proposed for CGEXCISE.	
48. Does the PSIM software support multiple formats of online/offline GIS maps or JPEG Images, PDFs to be used as map?	

49. Pre-requisite for implementing the proposed solution(Indicate the list of items for site preparedness for commissioning the project)	

In this backdrop, Video Management Server Software should comply with the following:

a)	Live Video Capturing	The VMS should capture live video from IP cameras and IP video encoders
		Should be a common platform to manage both live and recorded video from all existing and future IP cameras
b)	Video Recording	Record Videos from all cameras to Database
c)	Remote Access	Facilitate remote access for live view with camera control and play back of the recorded videos irrespective of their location, limited only by

		the user access rights
d)	Search and Export	Video Search and Export evidence material
		Video search on the basis of date, time and location should be provided
e)	Scheduled Archiving	Archiving schedule should be configurable
		Archived videos should be available for the user to playback when required
f)	Video playback	User should be able to jump at any point in a video while playing back
g)	VMS display	mulitple camera streams should be visible on the same screen
		should provide multiple video playbacks on the same screen
		User should be able to select the camera feeds to view on the screen
		Should provide interface to a video wall
h)	Multiple users	Should support multiple secure logins with varying user rights and all user activities should be auditable

i)	Software architecture	Should have a reliable, scalable and open architecture to enable progressive expansion of capacity and functionality
j)	Camera Tampering and Video Loss Detection	Should support Alarm notifications for Video loss, camera out of focus, camera view blocked, camera disconnection and camera tampering
h)	Alarm notification	Should support notification of Alarms along with camera location, camera number etc
		Alarm notification should be displayed along with a small video recording of the event which started the alarm
		Should support online notification of preassigned alarms and events via Email, Client stations and text messages
i)	Alarm handling	Should allow users to view alarm history and acknowledge alarms
		Alarms should be archived after acknowledgment and remain accessible for future reference
j)	Auto recovery	Should support auto system recovery after power failure; auto re-booting, auto scan and

		recovery of data
k)	Video Archiving	All Videos should be archived for last 7 days at each local site
		All Videos should be archived at the Central location for last 30 days

3. Video Display

a) **Intelligent Video Wall**

In 4 tiles having an ultra-narrow 3.5 mm bezel-to-bezel design format (2.3 mm bezel on the left and top sides and 1.2 mm bezel on the right and bottom sides) with folllowing features

Display	
Diagonal Size	55"
Screen Size	139.7 cm (55)
Panel Type	D-LED DID
Resolution	1920 x 1080
Pixel Pitch (HxV)	0.63 mm x 0.63 mm
Active Display Size (HxV)	1,209.6 x 680.4 mm
Contrast Ratio	4,000:1
Viewing Angle (H/V)	178/178
Response Time	8 ms
Display Color	8 bit - 16.7 M
Color Gamut	72%
H-Scanning Frequency	30 kHz ~ 81 kHz
Maximum Pixel Frequency	148.5 MHz
V-Scanning Frequency	48 Hz ~ 75 Hz
Brightness	500 cd/m²
Dynamic Contrast Ratio	10,000:1
Connectivity	
RGB In	Analog D-SUB, DVI-D, Display Port 1.2
Video In	HDMI1, HDMI2
Audio In	Stereo Mini Jack
RGB Out	DP1.2 (Loop-out)
Audio Out	Stereo Mini Jack

b) Video Panel(Optional)

Diagonal	**50"(16:9)**
Resolution	**1920×1080**
Physical seam	**22mm(Single side width 11mm)**
Luminance(Standard)	**700 cd/㎡**
Contrast	**3000:1**
Response Time(Grey Scale)	**8ms**
Backlight	**LED**
Average Lifespan	**50,000h**

4) **Video Management Server: Qty 8 Nos**
   Intel(2 Processor) 8 core,Xeon 2Ghz, 256GB, 2Gigabit Ethernet, Fibre Channel Connectivity for SAN, 4*1TB HDD with RPS, Built-in Integrated Management Module 2.x, should support ML2 adopters, Hot RPS,rack kit and VMS kit ; certified and calibrated on VMS proposed by VMS OEM; MS window server with SQL server latest/19" TFT
5) **Server Rack with accessories : Qty 1 No to house VMS servers**
6) Implementation of PSIM based CVMS: As per above scope
7) **VMS Workstation: Xeon 3Ghz/32GB/2*1TB/Latest Window OS/** certified and calibrated on VMS proposed by VMS OEM **/nvidia card/19" TFT: Qty 03**

B. Specifications for Server & its Accessories

1. **Linux Server: 02 Nos**
   - 64-Bit Processor architecture designed for data and analytics to delivers secure, reliable performance
   - 20 core populated with @ 3Ghz processor
   - Cache - L2(512KB per core);L3(8MB per core) & L4(16MB per DIMM)
   - System Bandwidth - Processor to Memory (384GBps) & Input to output(192GBps)
   - 512GB DDR4 RAM
   - 2TB HDD

- Internal DVD drive
- 4PCIe slots/2 Coherent Accelerator Processor Interface capable ports
- 2* 1GB ethernet/ fibre channel connectivity to SAN
- Hot RPS/rack Kit
- Bundled with Linux OS and should be certified on server OEM UNIX
- Should be binary compatible with later generations of processors and operating system
- certified and calibrated on VMS proposed by VMS OEM
- Direct support from OEM

2. Window Server: qty 04

- Intel(4 processor) 16 cores,Xeon 2Ghz, 1024 GB, 2Gigabit Ethernet, Fibre Channel for connectivity to SAN, 4*1TB HDD with RPS, Built-in Integrated Management Module 2.x, should support ML2 adopters, Hot RPS, rack kit and VMS kit ; certified and calibrated on VMS proposed by VMS OEM, MS window server latest with SQL server/19" TFT

3. SAN Storage: Qty 01

SAN Storage Specs	
Sr. no.	**Specs**
1	The Storage System shall have minimum two controller configuration running in an active-active mode scalable to four controllers for performance and capacity.
2	The system should have 16 GB Data cache (for SAN disk I/O Operation) Write cache should be mirrored and battery backed. The controller should support cache destaging to disk to protect cache data.
3	The Storage System should support Raid Levels1,0 5, 6, 10 Offered Storage shall support Distributed raid (DRAID) to improves recovery time of failed disk drives in an array by the distribution of spare capacity between primary disks
4	The Storage System shall have below front end and Backend ports: front end port: -8 x 16Gbps FC port and 4 x 1Gb iSCSI/FCoE Backend port: 1 x 12Gb port per controller
5	System should be scalable up to 390 Disk Drives by adding disk shelves and should be managable by single interface.
6	Offered Storage shall have 100TB(RAW) capacity using 10k rpm SAS drives and one additional drives as hot spare.

7	The Storage System should have support for SSD, SAS Drives, NL SAS Drives.
8	Offered Storage shall have battery backup for 72 Hrs or eqivalent mechanism to protect data on the cache in cae of power failure.
9	The storage array should configured as per the solution requirement
10	Offered Storage shall Support for hybrid cloud configurations to integrate storage with any of the cloud provider, This may required to create backup copy on the cloud.
11	The Storage System should have the capability to support Non-Disruptive Data migration across Volumes in the internal storage pool
12	The storage shall have the ability to create logical volumes without physical capacity being available (Thin Provisioning) or in other words system should allow over-provisioning of the capacity. The feature should be made avaialble for the maximum supported capacity
13	The Storage System shall have the Capability to support creation of instantaneous or Point In Time Snapshot copies of volumes. The snapshot feature should support incremental, thin provisionined and also have the capability for the snapshot targets to become restore points for a source volume without breaking the snapshot relationship.
14	The Storage System Should provide support for host multipathing drivers
15	Any licenses for the above functionality should be included.
16	The Storage System shall support Synchronous/ Asynchronous Replication for DR Strategy.
17	Easy to use GUI based and web enabled administration interface for configuration, storage management.
18	Support for industry-leading Operating System platforms including: LINUX , Microsoft Windows, HP-UX, SUN Solaris, IBM-AIX,Vmware
19	The system shall support Fully Redundant & Hot Swappable Fans & Power Supplies.
20	System should have drivers to support deployement in an Open Standards (OpenStack) based cloud management environment; Direct support from OEM

4. Tape Library qty: 01

Tape Library	
Feature	**Description**
Capacity	1. Shall support Native data capacity of 6 TB per cartridge (uncompressed). 2. Shall be offered with Minimum of two LTO7 FC tape drive and shall be scalable up to 4 x LTO7 Drives . Drive shall support encryption. 3. Shall be offered with minimum 48 Cartridge slots.
Tape Drive Architecture	Offered LTO7 drive in the Library shall conform to the Continuous and Data rate matching technique for higher reliability.
Speed	Offered LTO7 drive shall support 300MB/sec in Native mode.
Connectivity	Offered Tape Library shall provide 8Gbps native FC connectivity to SAN switches.
Partitioning	Offered Tape Library shall have partitioning support so that each drive can be configured in a separate partition.
Management	Tape Library shall provide web based remote management
Barcode Reader and Mail slots	Tape library shall support Barcode reader and mail slot. Offered Tape library shall have minimum 3 Mail slot
Other Features	1.Tape Library shall have GUI Panel 2. Shall be rack mountable. 3. Shall have option for redundant power supply 4. Direct support from OEM
Media	Library should be provided with: number of 20 LTO7 labeled data cartridge and at least two Number of Cleaning Cartridges.

5. SAN Switch : qty 02

SAN Switch Specs	
Sr. no	**Specification**
1	**No of Activated port: 24 x 16Gb FC activated port**
2	**Scalability:** Should be scalable up to 24 x 16Gb FC port
3	**Performance: 16** Gbps line speed, full duplex
4	**USB:** 1 USB port for system log file downloads or firmware upgrades
5	**Port types:** D-Port, F_Port, and E_Port
6	**Data traffic types:** Fabric switches supporting unicast, multicast (255 groups), and

	broadcast.
7	**Management access:** 10/100 Ethernet (RJ-45), Serial port
8	**Power supply:** Dual redundant power supply Direct support from OEM

6. OEM Rack with all accessories: **qty 01**
7. Acess Switch: 10 G compatible L2 Network Switch with 10 * 1g port, 5*10g SR port, 5*10g LR Port **qty 01**
8. **SQL compatible with Linux server proposed: qty 02**
9. MS SQL server: qty 02
10. Wi-Fi setup of all 4 floors of Excise Hqrs: **qty 01 lot**
11. DLP Projector(3000 lumens) with motorised screen: **qty 01**

C: Services(Optional)

1. AMC Cost of Hardware post warranty
2. AMC cost of software post warranty
3. Post Commissioning sustenance support cost of customised CVMS solution per month

D) Payment terms:

1. Hardware
2. Software
3. Implementation

Annexure "C"

BID FORM

To,

Commissioner Excise

Excise Department

Chhattisgarh State Excise Department.

Labhandi Chokranala, s,

Raipur, Chhattisgarh-492001

Sir,

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

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

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

We understand that you are not bound to accept the lowest or any bid you may

receive. Dated _____ day of_____ 2017

Signature and Seal of the Bidder

ANNEXUR"D "

PRICE SCHEDULE

To,

Commissioner Excise

Excise Department

Chhattisgarh State Excise Department.

Labhandi Chokranala, s,

Raipur, Chhattisgarh-492001

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**	**Price per Unit**	Quantity	**Total price inclusive**
A(1)	**Switch 24 Port Managed**	As per tender document		1	
A(2)	PSIM based Centralized	As per tender document.		1lot	
A(3)	Intelligent Video Wall	As per tender document		1	
A(3 option)	Video Panel	As per tender document		1	
A(4)	VMS Servers	As per tender document		6	
A(5)	Rack to House VMS	As per tender document		1	
A(6)	Implementation of PSIM based CVMS	As per tender document			

A(7)	VMS workstation	As per tender document		3	
B(1)	Linux Server	As per tender document		2	
B(2)	Window server	As per tender document		2	
B(3)	SAN Storage	As per tender document		1	
B(4)	Tape Library	As per tender document		1	
B(5)	SAN Switch	As per tender document		2	
B(6)	Rack for SAN	As per tender document		1	
B(7)	Access Switch	As per tender document		1	
B(8)	SQL for linux server	As per tender document		2	
B(9)	SQL for window	As per tender document			
B(10)	Wi-Fi setup	As per tender document		1 lot	
B(11)	DLP Projector	As per tender document		1	
C(1)	Post warranty AMC Cost for hardware				
C(2)	Post warranty AMC Cost for software				

C(3)	Post Commissioning sustenance support cost of customised CVMS solution				
Total Amount in Figure of (A) & (B) (Inclusive of Taxes)					
Total Amount in Words of (A) & (B) (Inclusive of Taxes)					

Payment terms:

a. Hardware
b. Software
c. Implementation

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

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

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

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

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

Dated _____ 2017 (Signature and seal of manufacturer/ bidder)

ANNEXURE " E"

DECLARATION FOR NOT BLACK LISTED

Date.....

To,

Commissioner Excise

Excise Department

Chhattisgarh State Excise Department.

Labhandi Chokranala, s,

Raipur, Chhattisgarh-492001

Dear Sir,

Ref.: Tender No.

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

/Central Government.

Signature of Bidder.....

Place : Name .....

Date : Designation .....

Seal

ANNEXURE- F

PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (herein after called the Integrity Pact) is made on ..... day of the month ..... 20..... between, the 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

22. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also

abstain from bribing any corrupt practices and the BUYER will commit to prevent corruption, in ay form, by its official by following transparent procedures.

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

3.1. The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

3.2. The BUYER will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.

3.3. All the officials of the BUYER will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

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

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract 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, orpass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

6.EARNEST MONEY & SECURITY DEPOSIT

6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:

(i) Earnest Money deposit through Bank Draft in favour of Excise Commissioner Chhattisgarh, Raipur payable at Raipur

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

6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and BUYER, including warranty period, whichever is later.

6.3. In the case of successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

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

7. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
(iii)To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
(iv)To recover all sums already paid by the BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, along with interest.
(vi)To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the BUYER.
(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf ofthe 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 BUYERshall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

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

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the BUYER,. if the contract has already been concluded.

9. INDEPENDENT MONITORS

9.1. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the BUYER.

9.6. The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

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

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

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

BUYER SIGNATURE **BIDDER SIGNATURE**

Name of the Officer **CHIEF EXECUTTIVE 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 Commissioner Excise, Chhattisgarh
Raipur.

Subject - Authorisation for attending bid opening on _____ (date) in the Tender of _____.

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

Order of Preference	Name	Specimen Signature
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.