



Jharkhand State Beverages Corporation Limited

(A Jharkhand Govt. Undertaking)

CIN :- U51228JH2010SGC014519

Ground Floor, Utpad Bhawan, Kanke Raod, Ranchi

E-mail :- jsbcl.jharkhand@gmail.com



BID DOCUMENT

Tender for Development and Maintenance of IT Infrastructure for Monitoring of Excisable Goods in Jharkhand State

E-T. No.: JSBCL/Tender/2022-23/ 19

Dated: 08-12-2022

Important dates

S.N.	Particulars	Date	Time
1	Date of Uploading of tender document on website.	08/12/2022	
2	Starting Date for submission of E-Tender	09/12/2022	
3	Date of Pre-Bid Meeting	14-12-2022	
4	Last date/closing date for submission of E-Tender	26/12/2022	04:00 P.M.
5	Last date for submission of document (Hard copy) in the JSBCL office.	27/12/2022	04:00 P.M.
6	Online opening of Technical Bid.	28/12/2022	11:00 A.M.

Tender can be downloaded from <https://jharkhandtenders.gov.in> & <http://jsbcl.in> Tender downloaded should be submitted with tender cost of Rs 10,000/- (In words: - Ten thousands only) in the form of DD issued in the name of Jharkhand State Beverages Corporation Limited, Payable at Ranchi.

NAME & ADDRESS OF Tenderer:

**Managing Director,
Jharkhand State Beverages Corporation Limited
Utpad Bhawan, Ground Floor
Near-Naveen Police Kendra**

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

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

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

ABOUT CORPORATION

Jharkhand State Beverages Corporation Limited Ltd. is a Government of Jharkhand Undertaking, incorporated with a view to conduct/regulate the whole sale and retail vending of county/foreign liquor across the State of Jharkhand , the Corporation has commenced its business from 26th of November, 2010.

1. **DEFINITION:**

- 1.1 Corporation means, unless excluded by and repugnant to context or the meaning thereof, shall mean ‘Jharkhand State Beverages Corporation Limited’, 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.
- 1.4 Department means Department of Excise & Prohibition Gov. of Jharkhand

2. **ABOUT RFP :**

- 2.1. Corporation intends to deploy the following:
 - 2.1.1. Supply, Installation and Maintenance of GPS Software with Workstation at the JSBCL Headquarters for monitoring of movement of excisable goods in the State of Jharkhand.
 - 2.1.2. Supply, Installation and Maintenance of centralized software for operation and control of Boom Barriers to be installed at various distilleries and Bottling Plants in the State of Jharkhand.
 - 2.1.3. Supply, Installation and Maintenance of centralized software for operation and control of Digital Locks to be deployed in Transport vehicles carrying Excisable Goods in the State of Jharkhand.
 - 2.1.4. Supply, Installation and Maintenance of centralized software for operation and control of Flow meters installed at various distilleries and Bottling Plants in the State of Jharkhand.
 - 2.1.5. Supply, Installation and Maintenance of Excise Crime Investigation and Monitoring system.
 - 2.1.6. Centralised Servers and storage at JSBCL Headquarters for providing the desired servers
- 2.2. The RFP document is not a recommendation or invitation to enter the contract, agreement or any other arrangement in respect of the services. The provision of the services is subject to compliance to selection process and appropriate documentation being agreed between the Corporation and selected Agency as identified by the Corporation after completion of the selection process.
- 2.3. The item quantity mentioned in the tender may be staggered at the time of supply as per our site preparedness.

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1. SHORT TITLES USED IN THE TENDER DOCUMENT

Bidder	Bidder means the Agency who makes a formal offer in pursuance of the Tender floated either directly or through its authorised Partners.
Successful Bidder	Successful Bidder means the Bidder who becomes successful through the Tender process.
3.Day	A day means a calendar day
4. Authorized Service Centre	Authorized Service Centre means a Service Centre run by the Bidder (Or through another party by entering into a valid commercial contract)
5. Cost	Cost means the total outright procurement cost to be incurred towards Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipments with accessories at the JSBCL.
6. Purchaser	Purchaser means JSBCL .
7. JSBCL	Procurement agency
8. Commissioning	Commissioning includes proper Software & Hardware Installation, Connection and Testing
9. End user	JSBCL
10. Department	Department of Excise & Prohibition Gov. of Jharkhand

3. SCHEDULE OF NIT

Tender. No.: E-T. No.: JSBCL/Tender/2022-23/ 19

Dated: _08_- _12_-2022

1	Tender No	E-T. No.: JSBCL/Tender/2022-23/ 19
2	Name of the tender issuer	The Managing Director, JSBCL
3	Date of commencement of tender application document	_09_- _12_-2022
4	Last Date for Submission of Bids	26 - _12_- 2022– 04:00 PM
5	Date of Opening of Technical Bids	28- 12 -2022– 11:00 AM
6	Address of Communication	JSBCL, 4 th Floor, Aabkari bhawan, Labhandi, RANCHI, JHARKHAND– 492012
7	Earnest Money Deposit (EMD)	Rs. 05 Lakh in form of Demand Draft in favor of Managing Director, JSBCL
8	Cost of tender Form.	Rs. 10,000.00

Note :- PSUs are exempted from EMD.

(The tender document can be downloaded from <https://jharkhandtenders.gov.in/> & JSBCL website <http://jsbcl.in/> . The cost of tender document is Rs. 10,000/- (Rupees Ten thousand only). A Demand Draft of Rs. 10,000/- drawn from any Nationalized/Scheduled Bank in favor of Jharkhand State Beverages Corporation Limited, payable at Ranchi should be submitted along with tender as cost of tender document enclosed with tender document in a separate envelope.)

Place : Ranchi, Jharkhand

Date : __/__/2022

**Managing Director,
JSBCL**

Ranchi, Jharkhand

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 Jharkhand 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 4 Crores. During last three financial years starting from F.Y-2018-19	CA certified Audited Balance sheet and Profit & Loss account statement of the Bidder for each of the last 3 audited financial years OR Certificate duly signed by Statutory Auditor of the Bidder for total turnover in each of the 3 given years. starting from F.Y-
3	The Bidder should have all necessary licenses, permissions, consents, NOCs, approvals as required under law for carrying out its business.	A) Copies of GST registration Certificate & PAN No. B) Undertaking is provided by the bidder that he has all the requisite approval/NOC etc. as required under law to carry out its business.
4	The bidder should have completed IT project/supplied IT related equipment/Hardware worth Rs. 5 Crores. in any Govt./PSU	Copy of PO placed or Agreement by any of the departments of the Central,/State Governments, or Central,/State PSUs

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 PSUs	An affidavit is to be submitted in this Regard
6.	The Bidder should have positive Net-worth	CA certified Copy to be enclosed.

5. SCOPE OF WORK

JSBCL 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 Jharkhand is digitized.

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

JSBCL 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, Flow meter, Digital Lock, Vehicle Tracking System, analytics, networks, building systems, etc. provisioned) to empower personnel to identify and proactively resolve situations. By adopting this approach, JSBCL 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.

In addition JSBCL 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. The faulty Hardware should be replaced/ repair immediately after diagnose.
- 5.2. 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.
- 5.3. The Successful Bidder must send a proposed delivery schedule to JSBCL well in advance. The Successful Bidder shall co-ordinate with JSBCL and prepare a list where delivery is planned, so that installation and handing over can be carried out.
- 5.4. 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 JSBCL. This document outlines the Solution

details of the desired GPS/GPRS based Vehicle Tracking Solution required by JSBCL 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.

5.5. The bidder for GPS Tracking, Digital Lock, Digital Flow Meters etc. should ensure that the software for monitoring of data should be customized as per requirement of JSBCL & Department and should be hosted in servers under control and supervision of JSBCL & Departemnt

5.6. Units Operational under Jharkhand Excise & Prohibition department Jharkhand where the items are to be deployed:

S.No.	Unit	Number of Units (Approx Quantity)
1.	Excise Headquarters	01
2.	District Excise Offices	29
3.	JSBCL Headquarters	01
4.	JSBCL Shops	1500
5.	Distillery	01
6.	Bottling Plant	14
7.	Warehouses	06

Note:- Number of JSBCL SHOPS, Distilleries, Bottling Plant & warehouse my be change in future

6. MINIMUM TECHNICAL SPECIFICATION

Please note that the specifications given 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: -

- I. Dealers authorization Letter as per Annexure-A
 - II. Technical Compliance to Specification of all the items for Supply, Installation and Maintenance of Mobile based Barcode Scanner, Bluetooth operated Printer, Storage HDD, Biometric Device and Audio Visual equipments as per AnnexureB, duly signed and stamped.
 - III. Tender Terms and Conditions duly signed and stamped
 - IV. Bid Form (as ANNEXURE - C) duly signed and stamped
 - V. Declaration form duly signed (as ANNEXURE - E)
 - VI. Un-priced Price Bid for all the items (piecemeal offer not accepted) as in format Annexure-D
 - VII. Acceptable instrument towards EARNEST MONEY DEPOSIT (EMD).
 - VIII. Pre- Contract Integrity Pact duly signed and stamped (as ANNEXURE - F) 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".
- (B) Both these envelopes viz. Envelope "A" and "B" duly sealed and super scribed with the word - "ENVELOPE "A" - TECHNICAL BID AND "ENVELOPE "B" PRICE BID respectively are to be inserted in a sealed envelope marked as ENVELOPE "C" As explained above, this tender is of "TWO BID" system. First the envelope "A" will be opened on the due date and time of opening of the tender and the technical capability of the Tenderer for successfully completing the job will be evaluated. The Purchase Order will be evaluated for its conformity of the required documents. ONLY SUCCESSFUL TENDERER WHO QUALIFIES IN THE TECHNICAL EVALUATION FOR ALL THE

ITEMS WILL BE CONSIDERED FOR PRICE BID OPENING. TENDERER WHO DO NOT QUALIFY IN THE TECHNICAL BID WILL NOT BE CONSIDERED FOR PRICE BID OPENING. Hence it is very essential that the Price Bid be given in the envelope "B" only.

- (C) Technical evaluation will be done in a manner as deemed fit by the JSBCL After opening the "Technical Bid" the Managing Director JSBCL, Jharkhand , Ranchi would assess the technical capability of the company and other details furnished by them, verified in a manner as deemed fit by JSBCL.

- **The decision of the tender accepting authority viz. Managing Director, JSBCL, Jharkhand , Ranchi 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 JSBCL, JSBCL shall have the right to reject the Bid and if after selection, JSBCL 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, JSBCL 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, JSBCL 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, JSBCL 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.
- iii. The work will be awarded for a period of 2 years and is extendable upto further 3 years on satisfactory performance on annual basis.

c. JSBCL 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 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 technical specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
2. THE BIDDER SHALL BEAR ALL THE COSTS associated with the preparation and submission of its bid, and JSBCL 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 JSBCL may make the award to the next lowest evaluated bidder or call for new bids.
6. AMENDMENT/CANCELLATION: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
8. THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID not necessarily the lowest, reject any bid without assigning any reasons for entering into the Contract.
9. CONDITIONAL BIDS: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.
10. PERIOD OF VALIDITY. Bids shall remain valid for 90 days after last date for bid submission prescribed by JSBCL which may be extended with mutual consent. A bid valid for a shorter period may be rejected by JSBCL. as non-responsive.
11. NOTIFICATION OF AWARD: Prior to the expiration of the period of the bid validity, JSBCL will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit, if applicable, in the form of Performance Bank Guarantee and sign the Contract.
12. ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS shall be governed as per the provisions of Jharkhand 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 Ind

15. DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION: Any delay by the service provider in the performance of its services obligations shall render the service provider liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and or termination of the contract for default.
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 JSBCL, 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 JSBCL against the Purchase 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, JSBCL. 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 JSBCL CG, JSBCL 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: JSBCL may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part and forfeit his Bid Security amount (EMD).
- a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
 - b. If the supplier fails to perform any other obligation (s) under the contract; or
 - c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the JSBCL. may authorize in writing) after receipt of the default notice from JSBCL.
19. FORCE MAJEURE
- a. Notwithstanding the provisions of clauses 16, 17 and 18 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.

- b. For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of JSBCL Dept. in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God like COVID-19 or similar disaster as notified by Govt. of India or State Govt. Notified by Gov. of India or any State Gov. during currency of the contract.
 - c. If a force majeure situation arises, the supplier shall promptly notify to JSBCL Dept. in writing of such condition and the cause thereof. Unless otherwise directed by JSBCL Dept. in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
 - d. If the force majeure condition(s) mentioned above (except those notified by Govt.) be in force for a period of 60 days or more at any times, JSBCL Dept. shall have the option to terminate the contract on expiry of 60 days of commencement of such force majeure by giving 14 days’ notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
20. TERMINATION FOR INSOLVENCY: JSBCL Dept. may at any time cancel the purchase order by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to JSBCL .
21. RESOLUTION OF DISPUTES: JSBCL 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 JSBCL 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.

22. **APPLICABLE LAW:** The contract shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the Purchase Order. The Order shall deem to have made at the place in India from where the order has been issued.
23. **TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, G S T license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, GST payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of JSBCL in the state of Jharkhand .
24. **DEFENCE OF SUITS:** If any action in court is brought against the JSBCL / Consignee for failure or neglect on the part of the supplier to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the supplier, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shall indemnify and keep JSBCL harmless from all costs, damages, expenses or decrees arising out of such action.
25. **Warranty Period:**
The supplied should have warranty of 3 years..

26. **SPECIAL CONDITIONS OF BID**

1. **LOCATIONS FOR SUPPLY OF GOODS AND SERVICE:**

- a. The equipment and Services under this contract shall be maintained in the notified location of JSBCL.
- b. The supplier shall adhere to all the technical as well as commercial terms irrespective of the location of the site
- c. Insuring the goods in contract period (i.e. till delivery at notified locations) is the responsibility of the supplier.
- d. The successful Bidder shall send status report goods in the format to be prescribed in such intervals as may be required by JSBCL from time to time till the execution of the entire Warranty period.

- e. In case the Successful Bidder fails to carry out the warranty regulations, JSBCL. would engage any other operator and carry out the service/ replacement and deduct the amounts from the warranty amount retained by JSBCL as per the Payment terms or
- f. from their pending bills or any money due or payable to them
- g. 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, JSBCL reserves the right to divert the supply of hardware from the allotted Successful Bidder.
- h. Headquarter, Controlling Share Holding, Registration of Patents/Designs/Trademarks, if any, of OEM /Manufacturer should not be from a country having common boundary with India (except those countries which are availing line of credit from India). The OEM/Manufacturer should have direct presence in India for a decade. Bidders have to submit MAF from the OEMs/Manufacturers of offered Barcode Scanner and Bluetooth Printer.

2. INSURANCE:

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

3. ACCEPTANCE:

The supplied Software/ Hardware should be in working condition.

4. BILLING:

The Successful Bidder shall raise the invoice for the entire ordered items in the name of Managing Director, JSBCL, Jharkhand . A signed copy of delivery acceptance should be submitted with Invoice.

5. SUPPORT SERVICES:

- a) The maintenance shall include repair/ replacement of all faulty parts.

The faulty items should be repaired/ restored/ replaced within 72 Hours. b)

JSBCL reserves right to terminate the contract in the event of

unsatisfactory maintenance and claim damages and Costs for non- fulfilment of contract.

6. BID Security

Bid Security will be submitted by the Successful Bidder of Rupees 10 Lakh in form of Performance Bank Guarantee (PBG) or Demand Draft (DD) for the entire warranty period as per order.

7. PAYMENT TERMS

- ii. 100% Payment will be released after acceptance certificate received in line with the payment terms mentioned on Purchase Order.
- iii. The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- iv. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc. now or hereafter imposed.
- v. Bidder should be paid AMC/warranty extension at the rate quoted separately of all line items, after expiry of warranty.
- vi. Payment shall be made within 15 days of the submission of Invoices.
- vii. Bidder Shall be bound to comply the orders given by MD JSBCL & Excise Commissioner Jharkhand.
- viii. Payment shall be released after successful installation & training to the employees of the department/JSBCL.
- ix. Payment shall be released by the JSBCL, JSBCL shall collect it from all stack holders who are availing the services of the equipment/software. The proportion of expanse of stack holders shall be decided by MD JSBCL & Excise Commissioner Jharkhand mutually.

ANNEXURE “A”

Certificate of Dealership/Authorization Letter/Warranty

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

Date:

To,

Managing Director,
JSBCL
Ranchi, Jharkhand

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

A. Specifications of servers and software:

- a. Servers specifications and software should be capable to provide the desired services mentioned in the tender
- b. **SAN Storage:** As per requirement to store data upto maximum 1 Month.
- c. **Archive Storage :** As per requirement (Tape Library or any other device better than that) having storage capacity upto 3 Months

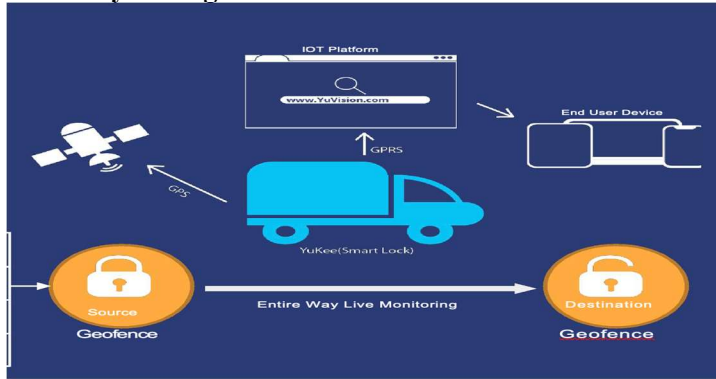
B. Specifications for GPS System:

Description	Specification as per AIS 140 standards
Memory	32 MB
GSM Module	850/900/1800/1900 MHz Class 12, TCP/IP
GPS Module	-159 dBm <10 meters
Antenna	Yes
Communication Interface	TCP/IP on GPRS
Record Storage/buffer in the Device	10000 offline data storage
Ports	1 Analog Input , 2 Digital Input, 2 Digital output
Speed Sensor	GPS(default)
SIM Interface	Supports SIM card NON MTK Device.
GPRS Packet Data	Class 12
LED Indication	Processing, GSM GPS
Power Supply	Wide DC input voltage range (9V - 35V)
Current Consumption	Yes
Internal Battery	1100mAh
Enclosure	IP 66 Rating
Temperature	Operating: -20°C to +70°C
1. GSM	
1.Frequency	900/1800 MHz; 850/1900 MHz
2.Power Supply	9V-35V
3.Battery Backup	6 Hours
2. GPRS	
1.Data Class	Class 12
2.Coding Scheme	CS-4
3.Protocol	NMEA
3. GPS	
1.Datum	WGS-84
2.Channels	32
3.Sensitivity	-159dBm
4.Position Accuracy	10 m
5.Time Accuracy	0.1 m/s
6.Reacquisition Time	0.1 m/s
Dimension (LxWxH) in mm	120 x 70 x 22
Weight	170g
FOTA	Firmware upgrade over the air available
Other Interfaces and geo Fencing and other requirements	Tamper Alert Switch, Motion Sensor, main power off, Over Speed Alarm, SOS Alarm

C. Digital Lock system:

a. IoT based Smart Lock System managed with Web and Mobile

- i. With Digital password
- ii. GPS Location and Geo Fence
- iii. GPRS based real time location alert.
- iv. Remotely managed.



- v. IP67 Waterproof
- vi. Rechargeable Battery
- vii. Battery life 10~20 days

D. ACCESS CONTROL SYSTEM FOR DISTILLERY AND BOTTLING PLANTS:

Access Control System per set at Distillery and other units would consist of

I. Boom Barrier

Sr.No.	Description	Compliance (Yes/No)
	BOOM BARRIER (Automatic Lane Exit Barrier)	
A.	Functions	
	The function of the Boom Barrier is to control the passage of vehicles through the lane. Each lane shall be fitted with an Boom Barrier, the exact location of the Boom Barrier shall be provided by the Concessionaire in the lane layout drawing at the time of tender.	
	The operation of barrier is linked to the lane controller. It allows the vehicle to pass through after a successful transaction has happened at the lane.	
	The system consists of a fixed housing and a movable arm with a high impact breakaway device or provision. The housing shall contain the motor and control units along with the integrated metal detectors for vehicle detection purpose. The housing shall be installed on the right side of the traffic direction after the booth on a concrete base.	
B.	Specifications	
	The Boom Barrier shall meet the following technical specifications:	
i.	The lane exit barrier shall be suitable for Biometric transactions. One full open-close cycle shall not take more than 10 seconds. The barriers used shall be capable of full lane open from a close state in less than 5 seconds.	
ii.	The housing and any mounting frame shall be fabricated from corrosion-resistant materials. They shall be IP 55 rated. The barrier shall be driven electrically. The motor shall not be damaged when the barrier is blocked in any position. Exit barriers shall have presence detectors independent to prevent barrier arms coming down on vehicles while passing. This shall be in the form of infrared units and dedicated embedded loops. Apart from the barrier arm, the mechanism may not have any moving protrusions that pose a risk to persons standing in close proximity to the barrier.	
iii.	Integration of Boom barrier with PSIM Integration of Boom with command and control at HQ. Communication interface should be ethernet with encryption of commands. Interface with mobile app for secured/opening and closing.	
iv.	Suitable power supply scheme shall be implemented by the Contractor to feed the Exit barrier to protect the source from being damaged due to electrical surges/spikes injected by the dynamic (inductive) load. Further, the drive shall be so designed as to the damping factor is just sufficient for the drive to operate the booms without any jerks during open/close to avoid freak hitting by the exiting vehicles.	
v.	Barrier arms shall have retro-reflective red stripes in accordance with the local traffic sign standards. Flashing Light for 6 meter Boom to be installed on the Boom to Indicate its operational status.	
vi.	The Automatic Barrier Gate shall be IP 55 rated.	
vii.	The Automatic Barrier Gate shall receive power directly from dedicated online UPS. Suitable protection shall be provided by the Contractor at the load end to protect the Boom Barrier. The Contractor shall fulfill any specific earthing requirement.	
viii.	The following minimum specifications shall be met: Boom Length : 6m Boom Material: Aluminium	

3 Flow Meter:

- a. **Remotely Monitored.**
- b. **Signal Output:** 4-20mA, RS485 and Pulse with adjustment count
- c. **Display :** 4 digit for flow rate & 8 digit for totalized flow
- d. **Accuracy:** +/-1% of F.S. (For 20 to 100% Flow)
- e. **Operating Pressure :** Up to 10kg/cm² (other : Please consult)
- f. **Response Time :** < 100 mSec

4 BIOMETRIC READER:

- a. Scratch proof scanner surface
- b. Crystal clear finger scan images
- c. Dry finger detection & Fake finger detection
- d. Small Footprint
- e. UIDAI Certified
- f. Connectivity with type "C" port of android device without any additional physical converter.
- g. Android Operating System for Tablet PC , Smartphones and other mobile Device
- h. Windows – Windows XP, Vista & Win7
- i. Linux 2.6 or better Kernel with Ubuntu, Fedora, RedHat etc.
- j. Microsoft .NET Development environment with BioEnable Fingerprint SDK or eNBSP SDK
- k. C/C++ and more Development environment with eNBSP Fingerprint Software Development Kit. Availability of OEM Modules for embedded environment.
- l. MIC Fingerprint Scanner Certification
- m. CE certification for Fingerprint Reader
- n. FCC certification for Fingerprint Reader
- o. WHQL certification for Fingerprint Reader

Particulars	Specification
Optic Module	
Image Resolution	500 DPI
Image Size	300 x 400 pixels
Platen Size	18.2 mm x 22.9 mm
Effective Sensing Area	15.24 mm x 20.32 mm
Image Grayscale	256 levels (8-bit)
Light Source / Typical Lifetime	LED / 60,000 hours
Fingerprint Capture Speed	0.2 ~ 0.5 sec with Smart Capture
Electrical / Communication	
Interface	USB 1.1 Full-Speed, USB 2.0 Hi-Speed
Supply Voltage	5 V DC (via USB)
Current Consumption (max)	150 mA
Physical	
Dimensions (W x L x H)	53.9 x 58.5 x 31.6 mm
Weight	98 g

Cable Length	1500 mm
Operating Temperature	-20o ~ 65o C
Operating Humidity	90% or less RH, noncondensing
Other	
Supported Operating Systems	Windows 8.1, 8, 7, Windows Server 2012, 2008, R2, 2003, Java, Linux
Supported Standards	FBI PIV-071006 & Mobile ID FAP 20, INCITS 378,BioAPI, ISO/IEC 19794-2,
Compliance	FCC, CE, RoHS, FIPS 201 (HSPD-12)
Warranty	Three year limited

5 Excise Crime Investigation and Monitoring system:

- a. A web-based solution for reporting the excise related complaints.
- b. Transfer of complaints to the related offices for handling the complaints.
- c. Online reporting of the complaints by respective offices.
- d. Reporting of cases handled by Excise offices related to illegal liquor transpiration, possession and sale.

Annexure “C”

BID FORM

To,

**The Managing Director
JSBCL
Ranchi, Jharkhand**

Sir,

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

We agree to abide by this bid for a period of 60 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated _____ day of _____ 2022

Signature and Seal of the Bidder

ANNEXUR“D ”

PRICE SCHEDULE

To,
The
Managing
Director,
JSBCL

Ranchi, Jharkhand

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

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

(A) Boom Barrier

Sr. No.	Item	Price per Unit	Quantity	Total price inclusive Taxes
1	Boom Barrier as per specifications		1	
2	Central Software supply and installation charges per Boom Barrier		1	
3	Annual Central Software maintenance per Boom Barrier.		1	

(B) Flow Meter

Sr. No.	Item	Price per Unit	Quantity	Total price inclusive Taxes
1	Flow Meter as per specifications		1	
2	Central Software supply and installation charges per Flow mater		1	
3	Annual Central Software maintenance per Flow Meter.		1	

(C) Digital Lock system

Sr. No.	Item	Price per Unit	Quantity	Total price inclusive Taxes
1	Digital lock system as per specifications		1	
2	Central Software supply and installation charges per Digital lock		1	
3	Annual Central Software maintenance per Digital Lock.		1	

(D) GPS System

Sr. No.	Item	Price per Unit	Quantity	Total price inclusive Taxes
1	GPS system as per specifications		1	
2	Central Software supply and installation charges per GPS system		1	
3	Annual Central Software maintenance per GPS system .		1	

(E) BIOMETRIC READER

Sr. No.	Item	Price per Unit	Quantity	Total price inclusive Taxes
1	Biometric Reader as per specifications		1	
2	Central Software supply and installation charges per Biometric Reader		1	
3	Annual Central Software maintenance per Biometric Reader .		1	

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

2022

(Signature and seal of bidder)

ANNEXURE “ E”

DECLARATION FOR NOT BLACK LISTED

Date

**To,
The Managing Director,
JSBCL
Ranchi, Jharkhand**

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 BidderPlace

: NameDate : 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, Jharkhand State Beverages Corporation Limited (JSBCL) acting through Shri. (Designation of the officer) (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 Corporation owned by Government of Jharkhand, performing its function on behalf of the Government of Jharkhand .

2. OBJECTIVES

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

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

3. COMMITMENTS OF THE BUYER

The BUYER commits itself to the following:-

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

In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same prima facie 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 and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the BUYER, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

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

5. PREVIOUS TRANSGRESSION

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

6.EARNEST MONEY & SECURITY DEPOSIT

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, if applicable, with the BUYER through any of the following instruments:
- (i) Earnest Money as indicated in the NIT, to be deposited through Bank Draft in favour of Jharkhand State Beverages Corporation Limited, payable at Ranchi
 - (ii) Bid Security will be submitted by the Successful Bidder of Rupees 10 Lakh in form of Performance Bank Guarantee (PBG) or Demand Draft (DD) for the entire contract period as per agreement.
- 6.2. The Earnest Money/Security Deposit shall be valid upto complete conclusion of contractual obligation between Vendor and JSBCL.
- 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 Jharkhand for a minimum period of five years, which may be further extended at the discretion of the BUYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the BIDDER, the same shall not be opened.

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the

Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose

custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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

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

8. FALL CLAUSE

8.1. The BIDDER undertakes that if has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Jharkhand 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 Jharkhand 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 in JSBCL within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

- 13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.
- 13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

ANNEXURE-G

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

(To reach on _____ or before date of bid opening)

To
The Managing Director,
JSBCL
Ranchi, Jharkhand

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

Following persons are hereby authorized to attend the bid opening for the tender
m e n t i o n e d a b o v e o n b e h a l f o f (B i d d e r) i n o r d e r
of preference given below.

Order of Preference	Name	Specimen
Signature		

I.

II.

Alternate Representative

Signature of bidder

Or

Officer authorized to sign the bid Documents on behalf of the bidderNote: 1.Maximum of two
representatives will be permitted to attend bid opening. In caseswhere 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.