Chhattisgarh State Cooperative Marketing Federation Ltd.
6th Floor, Tower 'C', Commercial Complex, C.B.D.
Sector-21, Nava Raipur Atal Nagar (C.G.) 492002
Ph. No. - 0771- 2425402E-mail-id - mf_ctrlroom_raipur@gov.in

REQUEST FOR PROPOSAL
FOR
Purchase, Supply, Installation and Annual Maintenance Contract of UIDAI Fingerprint & IRIS Scanner Device for use with Desktop/Laptop at Paddy procurement centers across Chhattisgarh
(GOVT. OF CHHATTISGARH)

RFP No.: 2294
Date: 17.08.2023

Issued by:
Managing Director
Chhattisgarh State Cooperative Marketing Federation Ltd.
Nava Raipur Atal Nagar

TABLE OF CONTENTS

TABLE OF CONTENTS 2
DISCLAIMER 5
ACRONYMS 6
DEFINITIONS 7
NOTICE INVITING TENDER 8
FACT SHEET 9
1 INTRODUCTION 100
1.1 About MARKFED, Chhattisgarh 100
1.2 Project Background 111
1.3 Project Objective 111
2 GUIDELINES FOR e-TENDERING 122
3 INSTRUCTIONS TO BIDDERS 144
3.1 General 144
3.2 Compliant Bids/Completeness of Response 144
3.3 Bid Preparation Cost 155
3.4 Language of Proposal 155
3.5 Bid Currency 155
3.6 Proposal Validity 155
3.7 Rights to terminate the process 155
3.8 Modification and Withdrawal of Proposals 166
3.9 Bid Queries and Pre-bid meeting 166
3.10 Issue of Corrigendum 166
3.11 RFP Document Fees 166
3.12 Earnest Money Deposit (EMD) / Bid Security 177
3.13 Applicable Law 18
3.14 Authentication of Bids 188
3.15 Procedure for Bid Submission 188
3.16 Amendment of Request for Proposal 19
3.17 Power of Attorney 19
4 BID OPENING AND PROPOSAL EVALUATION PROCESS 200
4.1 OPENINGS OF BIDS 200

4.2 METHOD OF SUBMISSION OF BID 200
4.3 EVALUATION PROCESS 200
4.4 SELECTION CRITERIA 211
4.5 PRE-QUALIFICATION & TECHNICAL QUALIFICATION CRITERIA (PQ & TQ) 211
4.6 PRICE BID 255
4.6.1 Opening of Price Bid 255
4.6.2 Price Bid Evaluation ..... **Error! Bookmark not defined.**5
4.7 AWARD OF CONTRACT 266
4.8 PERFORMANCE BANK GUARANTEE 277
5 GENERAL TERMS AND CONDITIONS 28
5.1 FORCE MAJEURE 28
5.2 LIMITATION OF LIABILITY TOWARDS MARKFED 29
5.3 CONFLICT OF INTEREST 29
5.4 RESOLUTION OF DISPUTES AND ARBITRATION 29
5.5 Bidder not to Benefit from Commissions, Discount 29
5.6 RIGHT TO VARY QUANTITY 300
5.7 TAXES AND DUTIES 300
5.8 PRICES 300
5.9 CONFIDENTIALITY 300
5.10 RISK PURCHASE 311
5.11 CONSORTIUM 311
5.12 TERMINATION OF THE ORDER/ CONTRACT AGREEMENT & ITS CONSEQUENCES 311
5.13 FORE-CLOSURE 311
5.14 ETHICAL STANDARD 322
5.15 OTHER CLAUSES 322
5.16 IINTEGRITY PACT 322
6 DETAILED SCOPE OF WORK 366
6.1 SUPPLY CONDITION 366
6.2 LOCATION & CONSIGNEE 366
6.3 HARDWARE DELIVERY/ INSTALLATION 366
6.4 RATES 377
6.5 PAYMENT TERMS 377
6.6 LIQUIDITY DAMAGED FOR LATE DELIVERY 377

6.7 WARRANTY / MAINTENANCE 387
6.8 SERVICE MODEL / SLA 38
ANNEXURE-I: Format for sending Pre-Bid Queries 39
ANNEXURE-II: Pre-Qualification Cover letter 400
ANNEXURE-III: Format to share bidder's particular 422
ANNEXURE-IV: Format to share bidder's Turnover details 433
ANNEXURE-V: Project Experience 444
ANNEXURE-VI: Format for declaration by the bidder for not being Blacklisted 455
ANNEXURE-VII: Technical Bid Cover letter 466
ANNEXURE-VIII: Price Bid Submission Form 48
ANNEXURE-IX: AUTHORIZATION BY OEM 49-49
ANNEXURE-X: CHECKLIST OF ENCLOSURES 500
ANNEXURE-XI: SUMMARY OF REQUIREMENTS & LOCATION DETAILS 51
ANNEXURE-XII: Compliance Statement for Technical Specifications of all required items 5252
ANNEXURE-XIII: DETAILED PRICE BID FORM 59
ANNEXURE-XIV: EMD Bank Guarantee 600
ANNEXURE-XV: Performance Bank Guarantee 622
ANNEXURE-XVI: Format For Consortium agreement 625

DISCLAIMER

All information contained in this Request for Proposal (RFP) Document is in good interest and faith. This is not an agreement and is not an offer or invitation to enter into an agreement of any kind with any party.

Though adequate care has been taken in the preparation of this RFP Document, the interested firms shall satisfy itself that the document is complete in all respects. The information is not intended to be exhaustive. Interested Bidders are required to make their own enquiries and assumptions wherever required.

Markfed, Chhattisgarh reserves the right to reject any or all of the proposals submitted in response to this RFP Document at any stage without assigning any reasons whatsoever. CG MARKFED also reserves the right to withhold or withdraw the process at any stage with intimation to all who submitted the RFP Document response. CG MARKFED reserves the right to change/ modify/amend any or all of the provisions of this RFP Document. Such changes would be posted its website (www.markfed.cg.nic.in/eproc.cgstate.gov.in).

Neither CG MARKFED nor its employees and associates will have any liability to any prospective respondent interested to apply or any other person under the law of contract, to, the principles of restitution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP Document, any matter deemed to form part of this RFP Document, the award of the Assignment, the information and any other information supplied by or on behalf of CG MARKFED or their employees and bidder or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of the RFP Document process is confidential to CG MARKFED and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

ACRONYMS

Abbreviation/ Term	Description
CG	Chhattisgarh
MARKFED	Chhattisgarh State Cooperative Marketing Federation Ltd
RFP	Request for Proposal
EMD	Earnest Money Deposit
BG	Bank Guarantee
SLA	Service Level Agreement
NIT	Notice Inviting Tender
OEM	Original Equipment manufacturer
AMC	Annual Maintenance Contract

DEFINITIONS

TERMS	DESCRIPTION
Date of acceptance	Means the date on which the contractor signs the Certificate of Supply, Installation and annual maintenance contract of UIDAI Fingerprint & IRIS scanner Device.
Down time	Shall mean the period for which the Equipment fails to function in accordance to Markfed.
Contract	Means the period for which the Vendor Supply, Install and complete maintenance of UIDAI Fingerprint & IRIS Scanner Devices as stated in this RFP.
Contract Period	Means the Contract period from the date of acceptance certificate till the expiry of the period as mentioned in this RFP.
Uptime	Shall mean the period for which the Service & Equipment functions to the satisfaction of the Markfed.
NIT	Notice Inviting tender
Authorized Representative	Any person authorized by either of the parties/firm/company

Chhattisgarh State Cooperative Marketing Federation Ltd.

6th Floor, Tower 'C', Commercial Complex, C.B.D.

Sector-21, Nava Raipur Atal Nagar(C.G.) 492002

Ph. No. - 0771- 2425402 **E-mail-id - mf_ctrlroom_raipur@gov.in**

No/marketing/2023-24/2294 **Date : 17.08.2023**

NOTICE INVITING TENDER

CG Markfed invites the tender proposal from interested Manufacturers/Suppliers/Venders/ Dealers/Agencies for Purchase, supply and installation of UIDAI approved Biometric Fingerprint and Iris Scanner Device for use with Desktop/Laptop. Minimum Technical Specifications for each item are provided in RFP document. Tender details are as such:

Name of Tender:	RFP for Purchase, Supply, Installation & Annual Maintenance contract of UIDAI approved Biometric Fingerprint and Iris Scanner Device for use with Desktop/Laptop at identified Procurement Center (Society)
Tender Document Cost	INR 5000/-
Mode of Tender	Through e-Procurement (online)
Tender evaluation methodology	Quality and Cost based Selection (QCBS)
Start Date & Last Date for e-bid	**17/08/2023 05.00 PM to 15/09/2023 05:00 PM**
Tender doc download space	https://eproc.cgstate.gov.in/ and https://www.markfed.cg.nic.in

For details scope of work and terms & conditions, kindly refer to the RFP documents.

General Manager,(Marketing)
MARKFED,Chhattisgarh

FACT SHEET

Particulars	Details
Name of Purchaser	Chhattisgarh State Cooperative Marketing Federation (CG MARKFED)
Name of the Engagement	RFP for Purchase, Supply, Installation & Annual Maintenance contract (03 years) of UIDAI approved Biometric Fingerprint and Iris Scanner Device for use with Desktop/Laptop at identified Procurement Center (Societies). (Quotation- 1 + 2 year extended warranty including technical support)
RFP Publication Date	**17/08/2023**
Pre-Bid Meeting Date, time and venue	28/08/2023, 12:00 PM at CG Markfed office, 6th floor, CBD Building, Nava Raipur Atal Nagar
Last date & time (deadline) for submission of the bid	15/09/2023, 05:00 PM
Opening of the PQ/TQ Bid	18/09/2023, 11:00 AM
Opening of Financial Bids	To be desided
Validity of Proposal	180 days from the last date & time of bid submission
Method of Selection	Quality Cost based Selection System (QCBS)
Bidding in Consortium	Consortium is allowed
Tender processing fee	As per e-Proc norms
Tender Document Fees (non-refundable)	INR 5,000 (Rupees Five thousand only)
Earnest Money Deposit	INR 4,00,000(Four Lacks Rupees only) Validity of EMD: Should be valid for 180 days from the bid submission date
Mode of submission of Tender Document Fees	Tender document fees amount should be submitted in the form of RTGS/NEFT. Scan soft copy of Tender document fees reciept to be submitted along with the PQ e-bid
Mode of submission of Tender EMD amount	EMD amount should be submitted in the form of RTGS/NEFT. Scan soft copy of EMD receipt to be submitted online on e-proc portal.
Tender document availability	https://eproc.cgstate.gov.in/ and https://www.markfed.cg.nic.in

Note:1. Markfed, Chhattisgarh reserves the right to change any schedule of bidding process.

1 INTRODUCTION

1.1 About MARKFED, Chhattisgarh

The Chhattisgarh State Cooperative Marketing Federation (MARKFED) is an Apex level Federation of Cooperative Marketing Societies in the State of Chhattisgarh. Chhattisgarh State Cooperative Marketing Federation Limited, Raipur (Registration No. 216 dated 31.10.2000) came into existence simultaneously with the creation of new Chhattisgarh State on 1st November 2000. Markfed executes the work of paddy procurement under Support Price Scheme and supply of chemical fertilizers and plant protection material to the farmers of the state as per the instructions of Government.

Chhattisgarh Markfed having Head Office at Nava Raipur Atal Nagarand alsohas an extensive network of branches as per below table:

Sl. No	Particulars	Numbers
1	**No. of District Marketing Offices (DMO)***	**33**
2	**No of Paddy Storage Centre**	**87**
3	**No. of Fertilizer Storage Centre**	**111**

*District offices are located at all the district headquarters. These offices undertake bulk of business and are well equipped with infrastructure and are manned with experienced staff.

District-wise purchase centre for Paddy procurement for Year2022-23

Sr.No	Division	District	Total No. of Procurement Centers
1	Batar	Bastar	75
2		Beejapur	26
3		Dantewada	13
4		Kanker	143
5		Kaondagaon	61
6		Narayanapur	16
7		Saukma	22
8	Bilaspur	Bilaspur	138
9		Gorell Pendra Marwahi	19
10		Janjgir	126
11		Korba	60
12		Mungeli	101
13		Raigarh	100
14		Shakti	119
15		Sarangarh bilaigarh	82
16	Durg	Balod	142
17		Bemetara	126
18		Durg	98
19		Kawardha	107
20		Rajnandgaon	90
21		Khairgarh Chuhikhadan	45
22		Mohala Manpur Ambagarh choki	25
23	Raipur	Balodabazar	162
24		Dhamatri	98
25		Gariyaband	86
26		Mahasamund	169
27		Raipur	138
28	Sarguja	Balarampur	47
29		Jashpur	41
30		Koriya	20
31		Sarguja	47
32		Saurajpur	52
33		Manedragarh Chirmiri Bharatpur	23
TOTAL			2617

1.2 Project Background

Govt. of Chhattisgarh initiated project of 'Online Paddy Procurement System' involves complete computerization of 2617paddy purchase centers, 84 MARKFED paddy storage centers, and all the 33District Marketing Offices of CG MarkFed. All these offices and centres were well equipped with all the basic IT infrastructure, such as, Desktop Computers and Printers for smooth operation of online paddy procurement software. In order to strengthen the IT infrastructure of the all the CG Markfed offices, the Markfed has decided the enhancement IT infrastructure for smooth operation of online paddy procurement business.

1.3 Project Objective

The Objective of this RFP is to enter into supply and AMC Contract with selected bidder for Supply and Installation of UIDAI approved Biometric Fingerprint/IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Centers (Societies) for procurement periods. This supply and AMC Contract will be applicable for all the paddy procurement centers across the Chhattisgarh state. The requirement mentioned in the RFP is estimated/approximate only and CG Markfed will place the purchase order through Head Office based on requirement during the validity period.

2 GUIDELINES FOR e-TENDERING

1. Vendor / Bidder Registration on the e-Procurement System:

- All the Users / Bidders (Manufacturers / Operators / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards /Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal https://eproc.cgstate.gov.in
- The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on thee-procurement system.
- Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.
- For more details, please visit https://eproc.cgstate.gov.in or call Toll free 1800 419 9140 or email helpdesk.eproc@cgswan.gov.in

2. Digital Certificates:

- The bids submitted online must be signed digitally with a valid Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.
- Note: It may take up to 7 to 10 working days for issuance of Class-II/Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.
- The bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.
- The digital certificate issued to the authorized user of an individual / partnership firm /private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

3. **Online Payment:**

- As the bid is to be submitted only online, bidders are required to make online payment(s)of the Registration fee / Transaction or Service fees / Tender fee using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / Cash Card / NEFT / RTGS etc.

4. **Setup of User's Computer System:**

- In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 765, Internet explorer 9 / 11, latest Mozilla Firefox with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page. Also, internet connectivity should be minimum one MBPS.

5. **Submit Online Bids:**

- Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.
- The encrypted bid data of only those bidders who have submitted their bids within the stipulated date &time will be accepted by the e-Procurement system. It is expected that the bidder completes his bid and submit within timeline, abider who has not submitted his bid within the stipulated date &time will not be available during opening.
- Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

6. **Submission of Earnest Money Deposit(EMD):**

- The bidders shall submit their Earnest Money Deposit (EMD) gateway within due date and time as mentioned in the Notice Inviting Tender (NIT)/ RFP. Bidders also have to upload scanned copy of Earnest Money Deposit instrument along with the e-bid proposal.

7. **Opening of Tenders:**

- The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.
- The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

3 INSTRUCTIONS TO BIDDERS

3.1 General

a. While every effort has been made to provide comprehensive and accurate background information, requirements and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the MARKFED's requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP

b. All information supplied by Bidders as part of their bids in response to this RFP, may be treated as contractually binding on the Bidders, on successful award of the assignment by CG MARKFED on the basis of this RFP

c. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by CG MARKFED. CG MARKFED may cancel this RFP at any time prior to a formal written contract being executed by or on behalf of CG MARKFED.

d. Bids shall be received to CG MARKFED on the e-Procurement portal before the time and date specified in the fact sheet of this RFP. MARKFED may, at its discretion, extend the deadline for submission of offers by issuing corrigendum and uploading the same on e-Procurement portal.

e. Interested bidders are required to check the e-procurement portal for RFP, corrigendum, notifications and for submission of bid. Bidders need to take prior action with regards to registration etc. as per the requirement of the e-procurement portal/website.

f. Bid shall be received only through the e-procurement portal. No other media/communication is acceptable for receipt of bids.

g. Tenderers are requested to submit their bid online in two separate envelopes marked as "Technical Envelope" and "Commercial Envelope".

3.2 Compliant Bids/Completeness of Response

a. Bidders are advised to carefully study all instructions, forms, terms, requirements, and other information in the RFP. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.

b. Failure to comply with the requirements of this paragraph may render the bid non-compliant and the bid may be rejected. Bidders must:

   i. Include all documentation specified in this RFP

   ii. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP

   iii. Comply with all requirements as set out in this RFP

3.3 Bid Preparation Cost

The Bidder is responsible for all costs incurred in connection with participation in this bid process including, but not limited to, costs incurred in conduction of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of bid, in providing any additional information required by MARKFED to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. MARKFED will in no case be responsible or liable for those costs.

3.4 Language of Proposal

The proposal prepared by the bidder, as well as all correspondence and documents relating to the tender exchanged between the bidder and MARKFED shall be in English. Information supplied in other language shall be rejected.

3.5 Bid Currency

Prices for services offered shall be quoted in Indian National Rupees (INR) only.

3.6 Proposal Validity

a. The bid shall remain valid for 180 days from the date of Bid submission. Bidder should ensure that in all circumstances, that his bid fulfils the validity condition. Any bid valid for a shorter period shall be rejected as non-responsive.
b. In exceptional circumstances, MARKFED may solicit bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or by Fax. Bid Security/EMD shall also be suitably extended. A bidder granting the request is neither required nor permitted to modify the bid.

3.7 Rights to terminate the process

a. MARKFED may terminate the RFP process at any time and without assigning any reason.
b. Participation in this RFP does not confer any rights to the bidders. The bidder's participation in this process may result MARKFED to select a bidder for further engagement in discussions and negotiations toward the execution of contract. However, the commencement of such negotiations does not signify a commitment by MARKFED to execute a contract. The MARKFED may terminate negotiations at any time without assigning any reason.

3.8 Modification and Withdrawal of Proposals

No Proposal may be withdrawn in the interval between the deadline for submission of Proposals and the expiration of the validity period as specified in this RFP. Entire EMD may be forfeited if any of the Bidder withdraw the bid during the validity period.

3.9 Bid Queries and Pre-bid meeting

- All enquiries from the bidders related to this Bid Document must be submitted to email id: mf_ctrlroom_raipur@gov.in only in editable excel format. The queries should necessarily be submitted as per format given in ANNEXURE-I of this RFP.
- MARKFED will host a Pre-Bid Meeting for queries (if any) by the prospective bidders. The date, time and place of the meeting are given in fact sheet of this RFP. The representatives of the bidders may attend the pre-bid meeting at their own cost. The purpose of the pre-bid meeting is to provide a forum to the bidders to clarify their doubts / seek clarification or additional information, necessary for them to submit their bid.

3.10 Issue of Corrigendum

- MARKFED will formally respond to the pre-bid queries after the pre-bid conference.
- MARKFED will endeavor to provide timely response to all queries. However, MARKFED makes no representation or warranty to the completeness or accuracy of any response; nor does MARKFED undertake to answer all the queries that have been raised by the bidders.
- At any time prior to the last date for receipt of bids, MARKFED may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document through a corrigendum. The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the website https://www.eproc.cgstate.gov.in and /orhttps://markfed.cg.nic.in
- Any such corrigendum shall be deemed to be incorporated into this RFP. In order to provide prospective bidders reasonable time for taking the corrigendum into account, CG MARKFED may, at its discretion, may extend the last date for the receipt of proposals.

3.11 RFP Document Fees

- RFP can be downloaded free of cost from the website https://www.eproc.cgstategov.in and www.markfed.cg.nic.in

- However, Rs.5000 (Rupee Five Thousand only) in the form of a RTGS or NEFT/demand is to be submitted towards the cost of the RFP document along with the bid. Proposals received without or with inadequate online RFP /Tender Document fees shall be rejected.

3.12 Earnest Money Deposit (EMD) / Bid Security

All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs. 4,00,000/- (Rupee Four lacks only). The EMD is to be in the form of RTGS/NEFT Scanned copy of receipt should be submitted on e-procurement portal.

No exemption for submitting the EMD will be given to any agency. EMD in any other form will not be entertained.

- **EMD Refund**

For Unsuccessful bidders: The EMD of all unsuccessful bidders would be refunded without interest by MARKFED on finalization of the bid in all respects by the successful bidder.

For Successful bidders: The EMD, for the amount mentioned in fact sheet, of successful bidder would be returned without interest upon submission of Performance Bank Guarantee by the successful bidder. The above-mentioned refund would be completed within 30 days of the issue of work Order/ LoI to the SI, after getting request from the unsuccessful bidder.

In case bid is submitted without the bid security/EMD amount then MARKFED reserves the right to reject the bid without providing opportunity for any further correspondence to the bidder concerned.

- **EMD Forfeiture**

The EMD may be forfeited in any of the following circumstances:

a. If a bidder withdraws its bid during the period of bid validity.
b. In case of a successful bidder, if the bidder fails to submit the performance bank guarantee and/or sign the contract in accordance with this RFP.
c. If the Bidder tries to influence the evaluation process.
d. If the Bidder refuses to take up the job within the time specified by the MARKFED.

Mode of RFP Document Fee & EMD submission

RFP/Tender document fees have to be submitted demand draft with the validity period of 03 month from the date of bid submission due date or online through RTGS/NEFT in to the account of "Chhattisgarh Rajya Sahakari Vipnansangh Maryadit, Raipur "Account No 2134104000000046, IFSC IBKL0002134 of IDBI Bank and upload/submit the bank receipt online in the given attachment of e-proc website.

Bid submission fee of INR 311 only has to be submitted online through website http://eproc.cgstate.gov.in related link of Chips account.

A soft copy of the online transaction bank receipt for tender document fee & scan copy of transaction copy also to be submitted online on e-Proc website at the time of online proposal submission.

CG MARKFED should not be responsible in case of late receipt of Document/EMD amount

3.13 Applicable Law

- The contract shall be interpreted in accordance with the laws of the Chhattisgarh Government. Governing Law and Choice of Forum:
- The laws of India shall govern this project. Any suit, action or proceeding shall be confined to the exclusive jurisdiction of Courts at Raipur, Chhattisgarh.
- Any suit/legal action filed by any third party on account of the supply made by the vendor against any item related/pertaining to this project shall be settled by the vendor at his own cost. MARKFED will NOT be a party for the same.

3.14 Authentication of Bids

Bid should be accompanied by an authorization in the name of the authorized representative of the bidder. The authorization shall be in the form of a written power of attorney which should be submitted as part of the Technical bid.

3.15 Procedure for Bid Submission

This tender is on two stage bid system. Bids shall be accepted by the official inviting the tenders, in two stage/part, on or before the due date & time indicated in the fact sheet of this RFP.

PART-I: Pre-qualification and Technical Qualification Criteria
PART-II: Price Bid
Proposal documents for both the bid should be uploaded separately through the e - Procurement portal.

Bid Stage	Subset	Contents
Part One	Pre-Qualification criteria and Technical Criteria	a. RFP Document Fee – proof of online payment transaction to be submitted part-1 bid b. Bid Security/Earnest Money Deposit (EMD): Scan copy of online transaction acknowledgement receipt to be submitted along with part-1 bid.
		c. Other supporting docs as part of PQ criteria
		d. Technical Bid as per the RFP
Part Two	Price Bid	Commercial bid as per the RFP

a. All documents must be uploaded on the e-Procurement portal.
b. Please note that Prices should NOT be indicated in the Pre-Qualification Bid and Technical Bid but should only be indicated in the Price Bid.
c. All the pages of the bid must be sequentially numbered and must contain the table of contents.
d. The original bid document(s) uploaded on the e-procurement portal should be clearly legible with no interlineations or overwriting.
e. No other form of bid submission/delivery would be accepted other than online bid submission on e-procurement portal.

3.16 Amendment of Request for Proposal

At any time prior to the due date for submission of bid, MARKFED may, for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the e-procurement portal website, through corrigendum and shall form an integral part of RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly. It shall be the responsibility of the prospective bidder(s) to check the e-procurement portal website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, MARKFED shall not be responsible. In order to allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, MARKFED, at its discretion, may extend the deadline for submission of bids. Such extensions shall be uploaded on the e-Procurement website.

3.17 Power of Attorney

The bidder must submit a Board Resolution / notarized power of attorney authorizing the authorized signatory to act in all matters concerning the RFP and the consequent offer, if any.

4 BID OPENING AND PROPOSAL EVALUATION PROCESS

4.1 OPENINGS OF BIDS

a. The Bid submitted without EMD, will be summarily rejected. Only those Bid for which EMD is received will be eligible for opening.
b. Total transparency will be observed and ensured while opening the Proposals/Bids
c. MARKFED reserves the rights to postpone or cancel a scheduled Bid opening.
d. First, Pre-qualification& Technical Proposals would be opened. Bids not accompanied with the requisite EMD or whose EMD is not In order will be rejected.
e. Commercial Proposals of qualified bidders with minimum technical score as mentioned in this RFP will be opened.
f. All bids would be opened in the presence of Bidders' representatives who choose to attend the same.
g. Markfed will continue the process of opening the bids of all the bidders even in case of absence of one/all the bidders participated in the bidding process.
h. DuringBidopening,preliminaryscrutinyoftheBiddocumentswillbemadetodeterminewhether they are complete, whether required RFP Document fee & EMD has been furnished, whether the Documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected.

4.2 METHOD OF SUBMISSION OF BID

The bidder shall submit his response through Bid submission to the tender on e-Procurement portal at www.eproc.cgstate.gov.in

4.3 EVALUATION PROCESS

a. The Bid Evaluation Committee (BEC) constituted by the MARKFED will evaluate the bids.
b. The Bid Evaluation Committee will review the Pre-qualification & Technical Proposal of the Bidders to determine whether the requirements as mentioned in this RFP are met. Incomplete or partial proposals are liable for disqualification. All those Bidders who qualify the Pre-qualification& technical criteria stage will be selected for opening of the Commercial Proposal.
c. The Bid Evaluation Committee will review the Technical Proposal of the pre-qualified Bidders to determine whether the Technical Proposals are fully complied with technical parameters defined in this RFP. Bids that are not complied will be disqualified and the Bid Evaluation Committee reserves the rights to seek clarification if required.
d. The Commercial Proposals of the technically qualified Bidders will then be opened and reviewed to determine whether the Commercial Proposals are complete and as per requirements.
e. Please note that the Bid Evaluation Committee may seek inputs from their professional, external experts in the Bid evaluation process

4.4 SELECTION CRITERIA

1. First the Pre-Qualification& Technical Qualification Proposal will be evaluated and only those bidders who qualify the requirements will be eligible for next set of evaluations, i.e., TQ part.

4.5 PRE-QUALIFICATION & TECHNICAL QUALIFICATION CRITERIA (PQ& TQ)

Sl. No	Eligibility criteria	Documents in to submit	PQ and TQ
1	Sole Bidder/Prime bidder in case of consortium, should make a payment of amounts. Rs5000 (Rupees Five thousand only) towards the tender document fee.	Scan copy to be uploaded on eProc.	PQ
2	Sole Bidder/Prime bidder in case of consortium,should make a payment of amountRs.4,00,000 (Rupees Four Lacks only) towards Bid Security/EMD.	Scan copy to be uploaded on eProc.	PQ
3	Bidder and Consortium partnerboth must be a Company registered under the Indian Companies Act, 1956 or 2013 and have their registered offices with legal presence in India	• Copy of Company Registration Certificate/ • Certificate of Incorporation	PQ
4	Bidder and Consortium Partner should have valid GST number	• Copy of GST registration with GST number	PQ
5	Bidder and Consortium Partner should have valid PAN number. In case of consortium, prime bidder & consortium partner both must have valid PAN number	• Copy of PAN number	PQ
6	Sole Bidder/Prime Bidderin case of consortium, should have an average annual financial turnover of at least INR 05 crorein last three financial years (FY 22-23, FY 21-22and FY 20-21,) from Supply of IT Infrastructure/Hardware/Software supply, installation and maintenance related works.	• Audited Balance Sheets and P/L statement for last three financial years • Certificate from the CA • Annexure-IV	PQ
7	Bidder should have positive net worth as on bid submission date. In case of consortium, prime bidder & consortium partner both must have positive net worth as on bid submission date	• Certificate from the CA	PQ
8	Bidder andConsortium partnershall not be under a declaration of ineligibility for corrupt or fraudulent practices nor should have been black listed by any Govt. or Govt. undertaking organization at the time of submission of the bid.	• Self-declaration certificate signed by the authorized signatory as per annexure-VI	PQ

9	Bidder/ Prime Bidder or consortium partner in case of consortium, shall be either OEM or Channel partners of OEMs for Biometric Fingerprint Scanner Device. Bidders other than OEMs must obtain and submit authorization letter mentioning this tender as reference from OEM specifically for this tender only.	• Certificate of OEM/ Channel Partners of OEM • Self-certificate on company letter head, as per Annexure-IX	TQ
10	Biometric Fingerprint Scanner/IRIS Scanner Devices being offered must have registered offices and service centers in India.	• Copy of Registration certificate mentioning the address of registered offices and service centers of OEM	TQ
11	Bidder/ Prime Bidder or consortium partner in case of consortium, must have supplied minimum 2500 nos. Biometric Fingerprint/ IRIS Scanner Device for use with Desktop, Laptop, Tablet, POS Device in each year to central government/state government/public sector organizations in India during last 03 years(Year- 2022-23, 2021-22 and 2020-21)	• Copyof Work order&Agreement/Completion certificate • Annexure-V	TQ
12	Bidder should have their own support office/ franchise's offices in Chhattisgarh State	• Self-declaration on company letter head	TQ
13	Compliance Statement for Technical Specifications of all required IT items	• Annexure-XII	TQ
14	The Bid can be submitted by an individual organization or a consortium of companies having maximum 02 members. In case of a consortium, the same shall be formed under a duly stamped consortium agreement and signed by the authorized signatories of the companies. In the event of a consortium, one of the partners shall be designated as a "Prime Bidder". Prime Bidder shall be solely responsible for the successful completion of the entire project.	• The original stamped consortium agreement indicating roles & responsibilities of consortium partners and Name of Director of each organization as mentioned in Certification of incorporation should be the nodal point of contact for the project	PQ
15	The firm shall not have been blacklisted for fraud and corrupt practices by any Central Government or any State Government Organization / Department PSU in India at the time of submission of the Bid.	Notarized Affidavit on Stamp Paper of INR 100.00	TQ
16	The vendor's biometric authentication device being proposed shall be STQC certified as per the STQC scheme (as on the last date of bidding) of certification of UIDAI biometric and iris authentication devices	Copy of the valid Certificate	TQ
17	The Bidder should be in the business of supply, installation and maintenance of Biometric enabled devices (PoS/Biometric fingerprint/Iris device) in India for last three FY as on date of submission of bid.	Order copy /installation /client certificate.	TQ

Technical Qualification Criteria

1. Technical Proposal for only those Bidders who have been found to be in compliance with the Pre-qualification Criteria mentioned above would be considered by the Department for further evaluation.
2. Technical proposals of bidders shall be compared within respective product category and ranking of technical score would be carried out within the same category.
3. Only those Technical Bids, whose proposed Biometric fingerprint/Iris scanner devices comply with the technical specification given on Annexure-I shall be considered for further evaluation. In this regard the Bidder should provide a compliance statement to the technical specifications in the form of 'Complied' or 'Not Complied' should be enclosed in the technical bid. The compliance statement should contain the signature of the authorized person and the seal of the company.
4. The Technical Evaluation Committee based on technical evaluation framework mentioned shall evaluate each proposal and allot technical score as per the Technical criteria mentioned below.

Sr. No.	Description	Maximum Score	Supporting Documents
A.	Proposed Product(s) is in compliance with the Technical Specification as mentioned in Annexure XII and the compliance sheet as per Annexure XII has been submitted as part of the technical proposal.	Mandated/Pre-requisite for further evaluation	
B.	**Technical Evaluation Framework**		
1.	**Bidders Turnover:** Annual average turnover of Bidder in last 3 financial years (FY 2020-21, FY 2021-22, FY 2022-2023). >25 Cr = 25 Points >10 to 25 Cr =20 Points 5 to 10 Cr = 15 points	25	Balance Sheets Audited by a Certified Chartered Accountant
2.	Biometric enabled devices supplied: Number of Biometric enabled devices (Biometric fingerprint/Iris device) supplied in the last 3 financial (FY 2020-21, FY2021-22, FY 2022-2023). >15,000 and above =20 Points >10,000 – 15,000 =15 Points 5,000 – 10,000 = 10 Points	20	Work order copy/ installation + Client Certificate.
3.	**Experience**: Experience of supplying Biometric enabled devices (Biometric fingerprint/Iris device) for Government/ PSU listed company projects in India with project value greater than 5 crores each. 3 or more Projects =25 points 2 Projects = 20 Points 1 Project =15 Point	25	Work order copy/ installation + Client Certificate.

Sr. No.	Description	Maximum Score	Supporting Documents
4	**Experience** of supplying and maintaining Biometric fingerprint/ Iris device machines in Indian multiple States: More than 4 States =20 points 3-4 States = 15 Points 2 States =10 Point	20	Work order copy/ installation + Client Certificate.
5.	Submission of following documents as part of technical proposal ➢ Manpower Deployment Plan – 5 Points ➢ Technical Support & Maintenance/Replacement Plan – 5 Points	10	Submit Relevant sections along with the e Bid documents
	Total	**100**	

Please Note:

- MARKFED CG Department or any other authorized representatives reserves right to visit (or conduct telephonic verification) bidder's customers where such a similar project execution has taken place.
- Bidders who score overall **60** marks or higher in the technical evaluation, as per the criteria mentioned above, shall be considered for financial evaluation

4.6 PRICE BID

4.6.1 Opening of Price Bid

1. The Commercial bids will be opened by Bid Evaluation Committee after completion of evaluation of the Technical Bids.
2. Bid Evaluation Committee will open the Commercial Bids of only Technically Qualified Bidders, designated representatives of the Bidder may attend as decided and communicated by MARKFED.
3. Commercial Bids from bidders who have failed to qualify in evaluation of the technical bid will not be opened.
4. Authorization letter in the name of the person attending bid opening meeting needs to be submitted on the letterhead of the Bidder during bid opening.
5. If there is any discrepancy in the commercial bid it will be dealt as per the following:
    a. If, in the price structure quoted for the required goods/services/works, there is discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity) the unit price shall prevail and the total price corrected accordingly.
    b. If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected.
    c. If there is a discrepancy between words and figures, the amount in words shall prevail.
    d. If there is such discrepancy in an offer, the same shall be conveyed to the bidder with target date up to which the bidder has to send his acceptance on the above lines and if the bidder does not agree to the decision of markfed, the bid is liable to be rejected.

If the Bidder does not accept the correction of errors, its bid will be rejected and the EMD may be forfeited.

6. In case of a Tie of the bid price for L1, the bidderhaving higher score in technical evaluation shall be considered for awardof the contract. If L1 price bidder and technical score ties then all tied bidders may be called for negotiations.

4.6.2 Price Bid Evaluation (Quality and Cost based selection {QCBS})

1. Only the bidders who meet the eligibility criteria specified in the "Pre-Qualification/Technical/Eligibility Criteria" shall qualify for evaluation of the Commercial Capability. The final scoring shall be done on Quality & Cost Basis Selection (QCBS) method where 70% of the weightage would be given to the technical score while 30% of the weightage would be given to the financial price quoted by the bidder. The final score would be calculated as per the following formula:

FinalScore=100*[(VendorTechnicalScore/HighestTechnicalScore)*0.7+(LowestCommercial/VendorCommercial)*0.3]

2. The vendor with the highest Final Score shall be awarded the contract as a sole Supplier for the MARKFED.
3. The Commercial Bid of technically qualified Bidders shall be opened for evaluation.
4. The final score will be calculated through Quality and Cost Based selection (QCBS) method.
5. The offers shall be evaluated and marked L1, L2, L3 etc. L1 being the highest final score i.e. the maximum score calculated for the bidder as per the formula stated above for execution of project.
6. If there is a discrepancy between words and figures, the amount in words shall prevail. For any other calculation/ summation error etc. the bid may be rejected.
7. Format for Commercial bid is provided in ANNEXURE VIII of this RFP.
8. Bidders shall give the required details of all applicable taxes, duties, other levies and Charges etc. in respect of direct transactions between MARKFED and the bidder.

9. Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the total bid price covers all the bidder's obligations mentioned in or to be reasonably inferred from bidding documents in respect of providing the product/services.
10. Prices quoted by the bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non- responsive and rejected.
11. In the event that two or more bidders have offered the same Bid score, the bidder securing the highest technical score will be adjudicated as the "Best responsive bid" for award of the Project. The successful Bidder would be awarded the letter of intent followed by Work Order.
12. In case more than one Bidder has offered the same Bid Score and they have the same technical score, MARKFED will determine the Successful Bidder out of such Bidders in a manner as considered appropriate by MARKFED and his decision in this regard shall be final and binding on all Bidders.
13. Failure of the successful Bidder to agree with the Terms & Conditions of the RFP/ Contract shall constitute sufficient grounds for the annulment of the award, in which event MARKFED may invite the next best bidder (L2) for negotiations or may call for fresh RFP.
14. The commercial price structure quoted shall be for 01 year from the date of GO LIVE of the project extendable up to two years subject to mutual consent.

4.7 AWARD OF CONTRACT

1. **MARKFED Right to Accept any Bid and to Reject any or All Bids**
   MARKFED reserves the right to accept or reject any Bid, withdraw the bidding process and reject any or all bids at any time prior to Award of Contract, 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 MARKFED's action.

2. **Letter of Acceptance**
   Prior to the expiration of the period of bid validity, MARKFED will notify the successful bidder in writing or by fax or email, that its bid has been accepted. The Letter of Acceptance will constitute the formation of the contract. Upon the successful Bidder's furnishing of Performance Security, MARKFED will promptly notify each unsuccessful Bidder.

3. **Signing of Contract**
   MARKFED shall notify the successful bidder that its bid has been accepted. The successful bidder shall enter into contract agreement with CG MARKFED within the time frame mentioned in the Letter of acceptance to be issued to the successful bidder. After signing of the Contract Agreement, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties. Draft copy of agreement would be provided to the selected bidder.

- ✓ MARKFED may also like to reduce or increase the quantity of any item furnished in the Scope of Work of this RFP. Accordingly, total contract value may change on the basis of the unit rates defined in the price proposal.

4.8 PERFORMANCE BANK GUARANTEE

a. The successful bidder has to deposit PBG deposit within fifteen (15) working days from the date of receipt of notification of award.
b. Performance Bank Guarantee (PBG) must be unconditional and irrevocable from a Nationalized/Scheduled Bank, payable on demand, for the due performance and fulfillment of the contract by the bidder.
c. The performance guarantee will be denominated in the currency of the contract and shall be in the form of Bank Guarantee of 180 days of validity and shall be in the favor of "MD, Markfed, Chhattisgarh".
d. This performance bank guarantee will be for an amount equivalent to 30% of contract value. All charges whatsoever such as premium; commission etc. with respect to the Performance Bank Guarantee will be borne by the bidder.
e. The Performance Bank Guarantee will remain valid until the end of three months (90 days) after the completion of the contract with successful bidder.
f. Subject to the terms and condition in the Performance Bank Guarantee, three months after the contract completion, the Performance Bank Guarantee will lapse automatically.
g. The Performance Bank Guarantee may be discharged/ returned by MARKFED upon being satisfied that there has been due performance of the obligations of the Bidder under the contract. However, no interest shall be payable on the Performance Bank Guarantee. The Format for Performance Bank Guarantee is provided in ANNEXURE-XV of this RFP.
h. In the event of the Bidder being unable to service the contract for whatever reason MARKFED would invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of MARKFED under the contract in the matter, the proceeds of the PBG shall be payable to MARKFED as compensation for any loss resulting from the bidder's failure to complete its obligations under the Contract. MARKFED shall notify the Bidder in writing of the exercise of its right to receive such compensation within 30 days, indicating the contractual obligation(s) for which the Bidder is in default.
i. MARKFED shall also be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him, the equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction or misstatement.

5 GENERAL TERMS AND CONDITIONS

5.1 FORCE MAJEURE

1. Force Majeure would include natural and unavoidable catastrophe that interrupts the expected course of events.

2. The bidder shall not be liable for liquidated damages or termination for default, if and to the extent that, his delay in performance or other failure to perform his obligations under the contract is the result of an event of Force Majeure.

3. For purposes of this clause, “Force Majeure” means an event beyond the control of the bidder and not involving the bidder and not involving the bidder’s fault or negligence and not foreseeable. Such events may include, but are not restricted to, instances of, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes which would have an impact on MARKFED.

4. If a Force Majeure situation arises, the bidder shall promptly notify MARKFED in writing of such conditions and the cause thereof. Unless otherwise directed by MARKFED, the bidder shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

5. The Force Majeure circumstances and events shall include the following events to the extent that such events or their consequences (it being understood that if a causing event is within the reasonable control of the affected party, the direct consequences shall also be deemed to be within such party's reasonable control) satisfy the appropriate definition as per this agreement. Without limitation to the generality of the foregoing, Force Majeure Event shall include the following: classes of events and circumstances and their effects.

6. Natural events (“Natural Events”) to the extent they satisfy the foregoing requirements including:
    a. Any material effect on the natural elements, including lightning, fire, earthquake, cyclone, flood, storm, tornado, or typhoon;
    b. Explosion or chemical contamination (other than resulting from an act of war);
    c. Epidemic such as plague;
    d. Any event or circumstance of a nature analogous to any of the foregoing.

7. Other Events (Political Events) to the extent that they satisfy the foregoing requirements including:
    a. Act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, insurrection, civil commotion, act of terrorism or sabotage;
    b. Strikes, work to rules, go-slows which are either widespread, nation-wide, or state-wide and are of political nature;
    c. Any event or circumstance of a nature analogous to any of the foregoing.

5.2 LIMITATION OF LIABILITY TOWARDS MARKFED

The Service Provider's liability under the resultant Agreement shall be determined as per the Law in force for the time being. The Service Provider shall be liable to MARKFED for loss or damage occurred or caused or likely to occur on account of any act of omission on the part of the Service Provider and its employees, including loss caused to MARKFED on account of defect in goods or deficiency in services on the part of Service Provider or his agents or any person / persons claiming through or under said Service Provider. However, such liability of Service Provider shall not exceed the total value of the Agreement.

5.3 CONFLICT OF INTEREST

The Service Provider shall disclose to MARKFED in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Service Provider or its team) in the course of performing the Services as soon as it becomes aware of such a conflict. Service Provider shall hold MARKFED‘s interest paramount, without any consideration for future work, and strictly avoid conflict of interest with other assignments.

5.4 RESOLUTION OF DISPUTES AND ARBITRATION

a. Disputes and arbitrations will be addressed in accordance with the Arbitration and Conciliation Act, 1996”
b. MARKFED and the selected bidder 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.
c. If, after thirty (30) days from the commencement of such informal negotiations, MARKFED and the selected Bidder have been unable to amicably resolve dispute, either party may require that the dispute be referred for resolution to the formal mechanisms, which may include, but are not restricted to, conciliation mediated by a third party acceptable to both, or in accordance with the Arbitration and Conciliation Act, 1996.
d. All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

5.5 Bidder not to Benefit from Commissions, Discount

The payment of the bidder shall constitute the payment in connection with this Contract or the Services, and the bidder shall not accept for their own benefit any trade commission, discount, or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the bidder shall use their best efforts to ensure that the Personnel and agents of either of them similarly shall not receive any such additional payment.

5.6 RIGHT TO VARY QUANTITY

a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased/decreased. It shall be w ithout any change in the unit prices or other terms and conditions of the Bid and the bidding documents.
b. If the MARKFED does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.
d. Though offer of higher warranty/ configuration/ rating, than what is required as per tender specifications, may be accepted, no extra weightage or preference will be given for the same.

5.7 TAXES AND DUTIES

1. The selected bidder shall be entirely responsible for all taxes, duties, license fee, Octroi, road permits etc. incurred until delivery of the contracted Goods/services at the site of the user or as per the terms of tender document if specifically mentioned.
2. If during the period of contract any upward revision of GST/VAT/Octroi is made by the Central or State government the vendor is entitled to claim the same subject to production of proof of payment. Similarly, in case of any downward revision of the taxes, the benefit goes to the Authority.
3. The changes in the tax rates will be applicable as per actual subject to documentary evidence during the complete contract period.
4. The Tax / RTU Tax/ other tax if any shall be extra at actuals and will be considered for price evaluation and comparison.

5.8 PRICES

Prices charged by the selected bidder for goods delivered and services performed under the contract shall not vary from the prices quoted by the bidder in its bid, with the exception if any price adjustments authorized in special conditions of contract or in the request for bid validity extension, as the case may be.

5.9 CONFIDENTIALITY

Bidder and its representatives shall, at all times, undertake to maintain complete confidentiality and integrity of all data, information, software, drawings & documents, etc. belonging to the Purchaser and also of the Systems, procedures, reports, input documents, manuals, results and any other company documents discussed and/or finalized during the course of execution of the order/contract.

5.10 RISK PURCHASE

Purchaser shall reserve the right to terminate the order/contract and purchase from elsewhere at the risk and cost of the Bidder, either the whole or part of the Systems/goods, which the Bidder has failed to deliver within the stipulated delivery period or if the same were not available, the best and the nearest available substitute(s) thereof. The Bidder would be liable to compensate the Purchaser for any loss, which the Purchaser may sustain by reason of such purchase. This clause will be operated only after completion of delivery period including extended period with penalty.

5.11 CONSORTIUM CONDITIONS

1. Consortium is allowed however the prime bidder shall be held responsible for the complete SoW as defined in this RFP.
2. The bidder should be an individual organization or a consortium of organizations to a limit of maximum 2 partners in the consortium shall be eligible to submit the bid.
3. The Prime bidder/member shall be responsible for participating in the tender, execution,signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract)
4. In case of consortium only one submission is permitted through the prime bidder.
5. Validity of the consortium agreement entered upon should continue for entire period of contract as specified in the tender or extended period
6. However, if any member shall be deleted or withdrawn after submission of bid, the evaluation shall no longer be valid. In this situation, CG Markfed reserves the right to disqualify the consortium.

5.12 TERMINATION OF THE ORDER AGREEMENT & ITS CONSEQUENCES

1. The Purchaser will issue a written notice of non-compliance to the Bidder and after a rectification period of One month, termination and fore-closure clauses will be applicable.
2. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Bidder, at the risk and cost of the Bidder.
3. Purchaser reserves the right to terminate the order/contract, either wholly or in part, upon situations arising due to non-compliance of stipulations of the Order/contract, by the Bidder, at the risk and cost of the Bidder.
4. Bidder shall continue the performance of the order/contract under all circumstances, to the extent not cancelled.
5. Purchaser reserves the rights to cancel the contract agreement in case the equipment and services are not found to be satisfactory.
6. In case of termination notice period would be thirty (30) days.

5.13 FORE-CLOSURE

In case of fore-closure of the contract agreement, pro-rata compensation will be payable. Compensation will be equivalent to percentage of outright purchase cost and proportionately linked to balance contract period.

5.14 ETHICAL STANDARD

Bidders are expected to observe the highest standard of ethics during the procurement and execution of this Contract. In pursuit of this policy, the Purchaser will reject a proposal for award if it finds out that the Bidder being considered for award has engaged in corrupt or fraudulent practices in competing for the Contract. For the purposes of this provision, the terms set forth below are defined as follows:

a. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action in the procurement process or in Contract execution; and
b. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process including collusive practices designed to establish bid prices at artificial, non-competitive levels to deprive the Purchaser of the benefits of competition;

By signing the Bid Forwarding Letter, the Bidder represents that for the software it supplies, it is the owner of the Intellectual Property Rights in the software. Wil full misrepresentation of these facts shall be considered a fraudulent practice without prejudice to other remedies that the Purchaser may take.

5.15 OTHER CLAUSES

a. Bidders must offer all the technical & manpower support for complete contract period of paddy procurement period of 03 years. Licenses must clearly mention their validity period and renewal policies.
b. The bidder shall include and provide all other Hardware or Software items that are not explicitly mentioned herein but are required to full-fill the intended specifications.
c. No item shall be offered whose end-of-sale has been declared by the OEM or has been declared to be under phase out.
d. If UIDAI specification or SQTC specifications changes, then bidder will supply and install upgrade/ new version of devices of the same make without any additional cost.
e. Bidder/OEM will furnish the monthly and quarterly reports of uptime/downtime & replacement/maintenance completed within specified time mentioned in RFP reports from their record for devices. List should be procurement centres wise for only those devices which were ordered by ordering agency.
f. The bidder shall assign a qualified Project Manager as central coordinator in head office to supervise the installation and deployment of all the items across all the CG Markfed locations.

5.16 INTEGRITY PACT

"Bidder has to sign an Integrity pact as provided in the RFP document, in original which should be submitted along with Technical bid.

INTEGRITY PACT BETWEEN

CG MARKFED hereinafter referred to as "PURCHASER" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

AND

…… hereinafter refer to us "The Bidder/Contractor" (which expression, unless repugnant to the context thereof, shall mean and include its legal representatives, heirs and assigns)

Preamble

The PURCHASER intends to award, under laid down organizational procedures, contract(s) for "Supply, Installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Center (Society) '' (hereinafter referred to as

the 'Project'). The PURCHASER necessarily requires full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

In order to achieve these goals, the PURCHASER may appoint an Independent External Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity Pact by all parties concerned, for all works covered in the Project.

Section 1 – Commitments of the Bidder(s) / Contractor(s)

1. The Bidder(s) / Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.
   a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm offer, promise or give to any of the Markfed's employees involved in the tender process or the execution of the contract any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage, of any kind whatsoever, during the tender process or during the execution of the contract.
   b. The Bidder(s)/Contractor(s) will not enter into any undisclosed agreement or understanding, whether formal or informal with other Bidder's. This applies in particular to prices, specification, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
   c. The Bidder(s)/Contractor(s) will not use improperly, for purpose of competition or personal gain, or pass on to others, any information or document provided by the Markfed as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
   d. The bidder(s) / Contractor(s) will, when submitting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the contract.

2. The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 2: Disqualification from tender process and/or exclusion from future contracts

1. If the Bidder(s) / Contractor(s), before awarding the Project or during execution has committed a transgression by violating Section 1 above or in any other form so as to put his reliability or credibility in question, the Markfed, at his sole discretion, is entitled to disqualify the Bidder(s) / Contractor(s) from the tender process or terminate the Contract.
2. If the Contractor(s)/Bidder(s) has committed a transgression through a violation of any of the terms under Section 1 above or in any other form such as to put his reliability or credibility into question, Markfed will also be entitled to exclude such Contractor(s)/Bidder(s) from future tenders/contract award processes. The imposition and duration of the exclusion will be determined by the Markfed, keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular, the number of transgressions and/or the amount of the damage.
3. If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression, through a violation of any of the terms under

Section 1 above or any other term(s) of this Pact, during the execution of contract, Markfed will be entitled to exclude the contractor from further tender/contract award processes.

4. The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years.
5. If the Contractor(s)/Bidder(s) can prove that he has restored/recouped the damage to the Markfed caused by him and has installed a suitable corruption prevention system, the Markfed may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

Section 3: Compensation for Damages

1. If the Markfed has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the awarding of the Project according to Section 2, the Earnest Money Deposit(EMD)/ Bid Security furnished, if any, along with the offer, as per terms of the Invitation of RFP, shall also be forfeited. The Bidder(s)/Contractor(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Contractor(s)/Bidder(s) as may be imposed by the Markfed, in terms of Section 2 above.
2. If, at any time after the awarding of the Project, the Markfed has terminated the contract according to Section 2, or if Markfed is entitled to terminate the contract according to Section 3, the security Deposit/Performance Bank Guarantee furnished by the Contractor, if any, as per the terms of the RFP/Contract shall be forfeited without prejudice to any other legal rights and remedies available to Markfed under the relevant clauses of General/Special Conditions of Contract. The Contractor(s)/Bidder(s) understands and agrees that this will be in addition to the disqualification and exclusion of the Bidder(s)/Contractor(s), as may be imposed by Markfed in terms of Section 3 above.

Section 4: Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s)

If Markfed obtains knowledge of conduct of a Bidder/Contractor or any employee or a representative or/ and associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if Markfed has substantive suspicion in this regard, Markfed will forthwith inform the same to the concern authority.

Section 5: Duration of the Integrity Pact

The Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the Contractor(s), 3 (three) months after the last payment under the Contract is made and in case of the unsuccessful Bidder(s), 2 (two) months after the contract for the project has been awarded. If any claims is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by CG MARKFED. The Bidder(s)/Contractor(s), however, understands and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression/violation of the terms of this Pact comes/is brought to the notice of Markfed, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in Section 2, without prejudice to any other legal right or remedy so available to Markfed.

Section 6: Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the location of Registered Office of Markfed, i.e. Chhattisgarh.
2. Changes and supplements as well as termination notice need to be made in writing.
3. If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members (if any).
4. Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement in accordance to their original intentions.
5. Wherever 'he' or 'his' is indicated in the above sections, the same may be read as 'he/she' or 'his/her' as the case may be.

(For & On behalf of the PURCHASER)	**(For & On behalf of Bidder/Contractor)**
(Office Seal)	(Office Seal)

Place_____

Date_____

Witness 1:

(Name & Address) _____

Witness 2:

(Name & Address) _____

6.DETAILED SCOPE OF WORK

For Supply, Installation & Annual Maintenance contract of UIDAI approved Biometric Fingerprint/IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Center (Societies) including deployment of 01 technical manpower for each district markfed office & 02 technical manpower at head office will have to be made available (total of 35 manpower deployment in state).

6.1 SUPPLY CONDITION

All equipment supplied and installed at the stipulated locations as directed/provided by CG Markfed shall be NEW and conforming to the contract technical specifications. The certificate of newness is to be furnished. The Bidder has also to produce a certificate from his principal OEM for back-to-back support for the complete contract period for all items as per RFP.

6.2 LOCATION & CONSIGNEE

The tentative list of consignees and respective locations with quantity is detailed in RFP

Annexure XI. Locations and number of Procurement centers could be change (increase/decrease/shift) as per administrative requirement.

6.3 HARDWARE DELIVERY/ INSTALLATION

Item	**Delivery Period & Installation (From the date of placement of firm order)**
UIDAI approved Biometric Fingerprint /IRIS Scanner Device	03 weeks

Delivery, installation, and issue of all the listed items to be done by the bidder at CG Markfed identified premises under the supervision of concerned CG Markfed Head Office/District Office. Bidder will issue the UIDAI approved Biometric Fingerprint/IRIS Scanner Device after complete installation and configuration at the respective locations. During installation at respective locations the associated Markfed users will be guided on the configuration being made and usage. Concerned District Markfed Office will facilitate the bidder by providing arrangements at their respective locations and will issue the overall installation certificate to the bidder for the order placed. (Details of DMO with their contact number may be obtained from Markfed).

6.4 RATES

Rates to be quoted should be inclusive of freight, handling and packing charges, transit insurance, installation, regular insurance and comprehensive maintenance including spares & deployment of one technical person for each district and 02 technical support staff at Markfed head office will have to be made available as mentioned in RFP during the entire procurement period and shall remain FIRM without any variation till completion of the procurement period. However, taxes like Octroi / VAT/GST and Service Tax will be payable as per actual.

Rates are to be quoted as per Commercial Bid Format providing details of prevailing rates of taxes. Bidders, in their own interest, are requested to check up the different tax tariff like "Right to use" etc. at stipulated locations. After opening of Price Bid, no request for any corrections in the quoted rates/tariffs etc. will be considered.

6.5 PAYMENT TERMS

Sl. No.	Payment %	Milestone
1	100%	After completion of 3 years procurement period or the case may be of starting from the complete delivery, installation& performance of all the ordered devices at respective locations.

The contract agreement will be signed centrally; however, the 40% payment of contract amount will be made on after 100% installation of all the hardware devices at all the locations as listed in this RFP, then 10% amount will be paid after one month, 10% of amount will be paid after next one month and 10 % of amount will be paid after completion of first year Paddy Procurement period. Remaining15 % of amount will be paid after completion of Second year Paddy Procurement period, and rest 15 % of amount will be paid after completion of third year Paddy Procurement period. The procurement period could be increase or decrease as per the requirements. Payments to be made after submission of invoices(s) in triplicate (Include signature of DMO, Society Manager & Contractor) at CG markfed Head Office from where the payments will be directly released. Payment will be released within 30 days of submission of verified invoices.

Bidder has to complete installation at the locations identified by CG Markfed along with Order.

6.6 LIQUIDITY DAMAGED FOR LATE DELIVERY

For the delay in delivery, liquidity damaged shall be levied at the rate of 0.5% per week of undelivered portion (or part thereof) subject to maximum of 10% of the total contract value for entire contract period for the equipment(s) not delivered in time as per delivery schedule. This liquidity damages will be deducted from the invoices produced by the company.

6.7 WARRANTY / MAINTENANCE

The ordered/supplied equipment's (UIDAI approved Biometric Fingerprint/IRIS Scanner Device) shall be covered under a Comprehensive OEM Warranty for at least 12 months and extended warranty must be 24 months. In case of authorized partner being the bidder, certificate from OEM with respect to minimum 12 months warranty shall be attached. Warranty period shall start from the date of successful installation Warranty & maintenance shall cover the following:

a. Repair / Replacement of faulty / defective Hardware and other supplied items inclusive of all types of spare parts etc.
b. Installation / Re-Installation / Configuration of System software and other supplied software.
c. Part fails repeatedly for the same problem three times within a span of 30 days during complete Procurement period; the part shall have to be replaced by the Bidder without any extra charge. Decision of CG Markfed will be final in this regard and will be binding on the bidder.

6.8 SERVICE MODEL / SLA

A Suggestive minimum required service shall cover:

Complaint logging directly from procurement centers on the Bidder's toll-free number / toll number /web portal wherein initial telephonic support/online support will be provided.

Area of service	**SLA**
Paddy Procurement Center	Within 24 Hours

If the complaint remains unresolved after above mentioned time period penalty of INR 50 per hours per device will be imposed up to 72 hours.

After one day Markfed reserves the right to rectify the fault on its own and recover the amount as on actual from payment of bidder. Also, bidder needs to provide the temporary replacement devices (Biometric Fingerprint/IRIS Scanner Device) of similar configuration within 24 hrs from the date and time of lodge of complaint.

ANNEXURE-I: Format for sending Pre-Bid Queries

Name of Bidder/Company	
Address of Head Office	
Mobile no. of the Bidder's representative	
Email Id of the Bidder's representative	
Date of Pre-Bid Queries submission	

Sl. No.	Clause No.	Pg. No.	Content of RFP Requiring Clarification	Change Requested/ Clarification required

Note: Please send pre-bid queries in format as specified above in editable excel through email at mf_ctrlroom_raipur@gov.in before due date & time. Otherwise queries would not be considered.

ANNEXURE-II: Pre-Qualification Cover letter

Pls submit this as a part of Pre-Qualification Bid

(To be submitted on the letterhead of the bidder)

Place:

Date:

To,

The Managing Director,
MARKFED,
NAVA RAIPUR, ATAL NAGAR, CHHATTISGARH-492002

Subject: Submission of proposal in response to the RFP of supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRIS Scanner Devices for use with Desktop/ Laptop at identified Procurement Centers (Societies) .
Ref: RFP No.:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the RFP for rate contract on supply and installation of UIDAI approved Biometric Fingerprint and IRIS Scanner Device for use with Desktop and Laptop at identified Procurement Center (Society).

We attach hereto our responses to pre-qualification requirements and technical & commercial proposals as required by the RFP. We confirm that the information contained in these responses or any part thereof, including the exhibits, and other documents and instruments delivered or to be delivered to MARKFED, Chhattisgarh is true, accurate, verifiable and complete. This response includes all information necessary to ensure that the statements therein do not in whole or in part mislead the MARKFED, Chhattisgarh in its short-listing process.

We fully understand and agree to comply that on verification, if any of the information provided here is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of bid. We hereby declare that in case the contract is awarded to us, we shall submit the contract performance guarantee bond in the form prescribed the RFP.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

_____

Signature of Authorized Signatory (with official seal)

Name:

Designation:

Address:

Telephone & Fax:

E-mail address:

ANNEXURE-III: Format to share Bidder's particular

Pls submit this as a part of Pre-Qualification Bid. In case of consortium, please submit in separate individual company letter head

Name of the Bidder:
Name of the Project:

Sl. No.	Information	Details
1	Name of Bidding firm:	
2	Address and contact details of Bidding firm:	
3	Firm Registration Number and Year of Registration	
4	OEM/ Authorized Vendor of OEM	
5	Web Site Address	
6	Status of Firm/ Company (Public Ltd., Pvt. Ltd., etc.)	
7	Company's Service Tax Registration No. (GST)	
8	Company's Permanent Account Number (PAN)	
9	Company's Turnover for last 3 years (Year wise) Turnover- as per RFP PQ clause	FY 2022-23 FY 2021-22 FY 2020-21
10	Company Networth	
11	Name, Designation and Address of the contact person to whom all references shall be made regarding this RFP:	
12	Telephone number of contact person:	
13	Mobile number of contact person:	
14	Fax number of contact person:	
15	E-mail address of contact person:	
16	EMD Details	Amount: DD/ BG No.: Date: Name of the Bank:
17	In case of consortium, please indicate the name of prime bidder	

ANNEXURE-IV: Format to share Bidder's Turnover details

Pls submit this as a part of Pre-Qualification Bid

To be completed by the Bidder / In case of consortium, by each partner as appropriate to demonstrate that they meet the requirements>>To be submitted along with Audited Financial Statements

<<On the letterhead of the Chartered Accountant >>

Name of the Bidder:
Name of the Project:

Turnover Details

(Submit on company letter head)

Sl. No.	Financial Year	Turnover of the firm in Cr		
		Total turnover of the firm	Turnover from IT infrastructure/ hardware/software supply, installation and maintenance works	Net worth of Company
	(1)	(2)	(3)	(4)
1	FY 2022-23			
2	FY 2021-22			
3	FY 2020-21			

Note:

1. Turnover in areas other than mentioned above shall not be considered for evaluation.

2. Please attach audited Balance Sheets and IT return statements to confirming the figures mentioned in columns (2).

3. Bidder should submit any of the Audited balance sheet / Profit & Loss statement / certificates from CFO of the Company duly audited by the Charted Accountant and certified by the Company Secretary for all the above stated three financial years.

Place: Bidder's signature

Date: Seal

ANNEXURE-V: Project Experience

Pls submit this as a part of Technical-Qualification Bid

<<Name of the Bidder / Consortium Member
that have executed / executing the project>>:

Name of the Project (Separate for each project experience):

Project Experience

(Submit on company letter head)

Particulars	Supporting Document with page number
Name of Client Department	
Contact details and address of the department	
Value of the Project (in Rs.)	
Date of Start of Work (DD/MM/YY)	
Date of Completion of Work (DD/MM/YY)	
Brief Description of Work	
Service Provider should submit any of the following, AS PER RFP i. PO / Work order ii. Work completion certificates / Performance Certificate from Client Dept. duly signed by the authorized signatory from the Client end. iii. Work satisfactory certificate from the client dept.	
Enclosures submitted: Yes/No	

Note:

1. Please submit supporting documents to support the claim and the certificates must be signed by Senior Executive of the organization clearly indicating his/her name, designation and contact details such as Telephone Number, Fax number, email-id etc.

2. Please attach certificate from the client for the successful completion & implementation of project.

Place: Bidder's signature

Date: Seal

ANNEXURE-VI: Format for declaration by the bidder for not being blacklisted

Pls submit this as a part of Pre-Qualification Bid

(To be submitted on the letterhead of the bidder) <<In case of consortium, separate certificates to be submitted from respective authorized representatives>>

Place:

Date:

To,

The Managing Director,
MARKFED,
NAVA RAIPUR, ATAL NAGAR, CHHATTISGARH-492002

Subject: Submission of proposal in response to the RFP for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptop at identified Procurement Centers (Societies) .

Ref: RFP No.:

Dear Sir,

I, authorized representative of _____, hereby solemnly confirm that the Company _____ is not banned by the Government of Chhattisgarh/ Any other state government/ Government of India which includes any Government Department, Public Sector Undertakings of the Government, Statutory Boards formed by the Government, Local Bodies in the State, Co-operative Institutions in the State, Universities and Societies formed by the Government for any reason as on last date of submission of the Bid. In the event of any deviation from the factual information/ declaration, MARKFED, Government of Chhattisgarh reserves the right to reject the Bid or terminate the Contract without any compensation to the Company.

Thanking you,

Yours faithfully,

_____
Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

ANNEXURE-VII: Technical Bid Cover letter

Pls submit this as a part of Technical Qualification Bid

(To be submitted on the letterhead of the bidder)

Place:

Date:

To,

The Managing Director,
MARKFED,
NAVA RAIPUR, ATAL NAGAR, CHHATTISGARH-492002

Subject: Submission of proposal in response to the RFP for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptopat identified Procurement Centers (Societies).

Ref: RFP No.:

Dear Sir,

Having examined the RFP, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to provide the professional services as required and outlined in the 'RFP for rate contract for supply, installation and annual maintenance of UIDAI approved Biometric Finger print and IRIS Scanner Device for use with Desktop /Laptop at identified Procurement Center (Society).

We attach hereto the technical response as required by the RFP, which constitutes our proposal. We undertake, if our proposal is accepted, to adhere to the implementation plan (Project schedule) for providing Professional Services in "for rate contract for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Center (Society) put forward in RFP or such adjusted plan as may subsequently be mutually agreed between us and MARKFED or its appointed representatives.

If our proposal is accepted, we will obtain a Performance Bank Guarantee issued by a nationalized bank in India, for a sum of equivalent to full value of the contract value for the due performance of the contract.

We agree for unconditional acceptance of all the terms and conditions set out in the RFP document and also agree to abide by this tender response for a period of 180 days from the date of submission of Bid and it shall remain binding upon us with full force and virtue, until within this period a formal contract is prepared and executed, this tender response, together with your written acceptance thereof in your notification of award, shall constitute a binding contract between us and MARKFED.

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to MARKFED is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements therein do not in whole or in part mislead MARKFED as to any material fact.

We agree that you are not bound to accept any tender response you may receive. We also agree that you reserve the right in absolute sense to reject all or any of the products/ services specified in the tender response.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I_____, the Company Secretary of _____, certify that_____ who signed the above Bid is authorized to do so and bind the company by authority of its board/ governing body.

Date:

Signature:

(Company Seal) (Name)

ANNEXURE-VIII: Price Bid Submission Form

[Location, Date]

To:

The Managing Director,
MARKFED,
NAVA RAIPUR, ATAL NAGAR, CHHATTISGARH-492002

Subject: Submission of proposal in response to the RFP for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Center (Society).

Dear Sirs:
We, the undersigned, offer to provide the for [Insert title of Assignment] in accordance with your Request for Proposal dated [Insert Date], and our Technical Proposal.

Our attached Financial Proposal is for the sum of [**To Be filled On E-proc online**].

This amount is inclusive of the domestic taxes such as --------- (Indicate the amounts against each). We hereby confirm that the financial proposal is unconditional and we acknowledge that any condition attached to financial proposal shall result in reject of our financial proposal.

Our Financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal.

We understand you are not bound to accept any Proposal you receive.

THANKING YOU,

Yours faithfully,

_____

Signature of Authorized Signatory (with official seal)
Date:
Name:
Designation:
Address:
Telephone & Fax:
E-mail address:

ANNEXURE-IX:AUTHORIZATION BY OEM

[Location, Date]

To:

The Managing Director,
MARKFED,
NAVA RAIPUR, ATAL NAGAR, CHHATTISGARH-492002

Subject: Submission of proposal in response to the RFP for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRIS Scanner Device for use with Desktop/Laptop at identified Procurement Center (Society).

Dear Sir,

We hereby authorize _____ who has all India presence to quote, supply and service the biometric authentication devices against the tender enquiry ref. no. _____ Dated: DD/MM/YYYY. The UIDAI approved Biometric Fingerprint and IRIS Scanner Device will be provided with12 months OEM Warranty support as required in this tender enquiry. The authorized bidder (partner) would ensure reliable service during complete contract period. We also confirm that all the equipment offered are not "End of Sale" during the next year and "End of Support" for a minimum period of one year.

We hereby commit to the tender terms and conditions and will not withdraw our commitments during the process and or during the period of contract.

(Authorized Signatory& Seal)

For _____

Note: This 'Letter of Authority' should be issued on the letterhead of OEM and enclosed as part of PQ-TQ bid in Part-I.

ANNEXURE-X: CHECKLIST OF ENCLOSURES

Sl. No.	Annexure to be attached	Attached or Not
1	All Pre-Qualification Criteria related supporting documents as per table 4.5	
2	All Technical Qualification Criteria related supporting documents as per table 4.5	
3	Pre-Qualification Cover letter as per Annexure-II	
4	Format to share bidders particular, as per Annexure-III	
5	Technical Bid Cover Letter, as per Annexure-VII	
6	Price Bid SubmissionForm, as per Annexure-VIII	
7	Check list, as per Annexure-X (Part-1)	
8	Compliance Statement for Technical Specifications of all required IT items, as per Annexure-XII (should be part of TQ)	
9	Integrity Pact, as per section 5.17 of this RFP	

ANNEXURE-XI: SUMMARY OF REQUIREMENTS & LOCATION DETAILS

Biometric devices supply & installation locations of procurement centers of last Year 2022-23

Sr.No	***Division***	***District***	***Total No. of Procurement Centers***
1	Batar	Bastar	75
2		Beejapur	26
3		Dantewada	13
4		Kanker	143
5		Kaondagaon	61
6		Narayanapur	16
7		Saukma	22
8	Bilaspur	Bilaspur	138
9		Gorell Pendra Marwahi	19
10		Janjgir	126
11		Korba	60
12		Mungeli	101
13		Raigarh	100
14		Shakti	119
15		Sarangarh bilaigarh	82
16	Durg	Balod	142
17		Bemetara	126
18		Durg	98
19		Kawardha	107
20		Rajnandgaon	90
21		Khairgarh Chuhikhadan	45
22		Mohala Manpur Ambagarh choki	25
23	Raipur	Balodabazar	162
24		Dhamatri	98
25		Gariyaband	86
26		Mahasamund	169
27		Raipur	138
28	Sarguja	Balarampur	47
29		Jashpur	41
30		Koriya	20
31		Sarguja	47
32		Saurajpur	52
33		Manedragarh Chirmiri Bharatpur	23
Total			**2617**

It may vary depend on the condition applies.

ANNEXURE-XII: Compliance Statement for Technical Specifications of all required items

Technical Specifications of UIDAI approved Biometric Fingerprint Scanner:

Type	Fingerprint and Iris Scanner Device for use with Desktop/Laptop Device.	Compliance (Yes/No)
Certification for Device and extractor software/SDK	STQC Certified	
API/SDK	Windows 7 and above	
Integrated USB 2.0 and above Connector	Yes	
Connector Cable to connect the Device to Micro USB & Standard USB	Yes	
UIDAI Certified Registered Device (Copy of the certificate to be furnished when demanded by buyer)	Power Source- USB	
Conformity to the "Terms and Conditions of UIDAI Certified Registered Device"	Yes	
Warranty (Years)	1	

1. Specification: AuthenticationDevice

Fingerprint Scanner(FPS)

Sr.	Parameters	Specification	Compliance (Yes/No)
1	**Minimum Platen Area**	**Optical/ Multispectral / Capacitance technology**	
		1. If platen area is 15.24 mm x 20.32 mmormore: Provisional certificate would be issued without any fieldtesting; Final certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be publishedbySTQC.	
		2. If platen area is 12.8 mm x 16.5 mm but less than 15.24 mmx 20.32 mm, Certification would be subject to sensor-extractor meeting <2% FRR in Aadhaar authentication system (at FAR of 0.01%) for which detailed guidelines will be published bySTQC.	
		3. Any other Technologies <2% FRR in Aadhaar authentication set up (at FAR of0.01%) would need to be demonstrated. Detailed guidelines and other requirements specific to the technology willpublished Separately bySTQC.	
2	**Image quality**	Must be listed on "IAFIS Certified Product List" posted on https//www.fbibiospecs.org/IAFIS/Default.aspx under "PIV Single Finger Capture Devices" **OR** Lab Test conformance report showing compliance to ISO 19794- 4 Annexure A **OR** any other equivalent conformance report (to be approved for equivalence by expert committee appointed by Competent Authority	

3	**Extractor Quality**	• MINEXcompliance • Number of Minutiae generated by extractor to be in conformance to ISO Specification. Tested for at least 12 Minutiae points generated undertestconditions.	
04	**NFIQ Quality Software**	Inbuilt NFIQ quality software either at device level or extractor level.	
05	**Resolution**	Minimum 500 DPI with 5% margin on the lower side	
06	**Grey scale/ Image type**	8 bit, 256 levels	
07	**Extractor &Image Template Standard**	ISO 19794-2 for fingerprint minutiae template and ISO 19794-4 for Fingerprint Image Template	
08	**Maximum Acquisition time(Placement to Template)**	< 2 secs	
09	**Audio/Visual indication**	A/V indication either at device level or at application level for indicating various events like: a) Indication for placingfinger b) Start ofcapturing c) End of capturing	
10	**Liveness Detection**	Preferable	
11	**Latent detection**	Preferable	
12	**Platen**	Rugged, minimum IP 54 rating preferable Prefer scratch resistant features	
13	**Preferred Operating Temperature**	0 to 45 degree Centigrade	
14	**Preferred Storage Temperature**	0 to 50 degree Centigrade	
15	**Preferred Humidity**	10 to 90%	
16	**ESD**	>= 8Kv	

17	**Environment, health and safety**	ROHS certification	
18	**Safety**	UL or IEC60950 compliance	
19	**EMC compliance**	FCC class A or equivalent	
20	**Operating system environment**	Vendor needs to declare the compatible operating system	
21	**Connectivity**	1. Standard USB connectivity for PC basedapplication.	2.

Note: These specifications are subject to change based on field findings.

Only 1 USB port required/available for connectivity and power

Fingerprint Scanner (FPS)

Sr. No	Device Characteristics	Values	Compliance (Yes/No)
01	Capture mode	Plain live scan capture	
02	Image Acquisition Requirements	Setting level 31 or higher (Section 9.1 of Biometric Design Standards for UIDAI applications V1.0)	
03	Image evaluation frame rate	> 3 frames/sec, continuous image capture	
04	Capture mode	Auto capture with built-in quality check (incorporates NIST qualityconsiderations)	
05	Capture area	> 76mm x 80mm	
06	Connectivity[1]	USB 2, USB-IF certified	
07	Power	Through USB	
08	Dimension (W X H X D)	< 160mm x 160mm x 160mm	
09	Weight	Maximum 2.5 Kg.	
10	Operating temperature	0 – 50 C	
11	Humidity	10 – 90% non-condensing	
12	Durability/Shock	IP 54	
13	Standards	UL certified (if applicable). Meets ISO 19794-4:2005 Section 7 and Annex Acertification requirements (IAFIS Appendix F certified).	
14	Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3	

only 1 USB port available for connectivity and power

IRISScanner

IrissensorSpecifications-

The Iris sensor for discrete and integrated Authentication Devices should have following specifications:-

Sr. No.	Device Characteristics	Recommended Specifications	Compliance (Yes/No)
01	Spatial Resolution	> 50% at 1 LP/mm.	
02	Pixel Resolution	> 10 pixels/mm	
03	Image Margins	Left & right >= 0.6x iris radius. Top & bottom >=0.2x iris radius	
04	Imaging Wavelength	Approximately 700-900 nm	
05	Pixel Depth	Minimum of 8 bits/pixel	
06	Sensor Signal to Noise Ratio	Noise should not be observable in the captured Image	
07	Scan Type	Progressive	
08	Output Image	IMAGE_TYPE_CROPPED_AND_MASKED withJPEG2000 compression; needs to comply with the ISO standard for Iris Image Record (IIR) i.e.ISO/IEC: 19794-6:2011, Section 6.1, 6.4.	
09	Contrast	The iris image should have good grey level separation Between the iris and sclera and between the iris and pupil and should have sufficientcontrast to reveal the iris texture.	
10	Optical Distortion	The iris image should not exhibit effects of optical distortion including spherical aberration, chromaticaberration, astigmatism and coma consistent with standard optical design practices	
11	Noise	No image resizing. No image manipulation other than recommended by IMAGE_TYPE_CROPPED_AND_MASKED. Single pass JPEG 2000.	
12	Capture Mode	Auto capture with built-in quality check	
13	Capture time	<5 sec	
14	Capture Distance (in mm)	>= 150	
15	Safety (Optical)	Exempt Group per IEC 62471:2006-07	
16	Operational Performance	• FRR < 1% at FAR of 1 in 1,00,000 with images conforming to IMAGE_TYPE_CROPPED_AND_MASKE Dofsize3.5KB	•
		• 20 persons for provisional certification & 5000 forFinal Certification	•

IRISScanner

Sr. No.	Device Characteristics	Stationary (mounted: wall, tripod or stand)[2]	Hand-held[3]	Hand-held with alignment aid[4]	Compliance (Yes/No)
01	Iris Diameter (In pixel)	> 210			
02	Spatial Resolution Pixel Resolution	> 60% @ 4.0 Lp/mm > 16 Pixels/mm			
03	# of simultaneous captured eyes[5]	2			
04	Viewfinder	External	Internal	External or Internal	
05	Capture distance	> 750 mm	> 50 mm	> 20 mm	
06	Capture volume (width/height/depth)	> 250x500x500mm	> 20x15x12mm	> 20x15x12mm	
07	Exposure time	< 15ms	< 33 ms	< 33 ms	
08	Imaging wavelength	700-900 nm			
09	Spectral Spread	Power in any 100nm band > 35% of total power			
10	Scan type	Progressive			
11	Image margins	Left & right: 0.50x iris diameter, Top & bottom: 0.25x iris diameter			
12	Pixel depth	> 8 bits/pixel			
13	Image evaluation frame rate	> 5 frames/sec, continuous image capture			
14	Capture mode	Auto capture with built-in quality check (incorporates NIST quality considerations)			
15	Sensor signal to noise ratio	> 36 DB			
16	Connectivity[6]	USB 2, USB-IF certified Or Networked (TCP/IP)	USB 2, USB-IF certified		
17	Power	USB or independent PS			
18	Weight	NA	< 1 kg	< 1 kg	
19	Dimension	<300x100x300 mm	< 220x200x100mm	< 220x200x100mm	
20	Operating temperature	0-49C			
21	Humidity	10 – 90% non-condensing			
22	Durability/Shock	IP54			
23	Safety Standard	Exempt Group per IEC 62471:2006-07			

24	Standards	FCC Class A, RoHS	
25	Software API	Compliant with UIDAI Device Capture API specification V1.0 RC 3	

Only 1 USB port will be available for connectivity and power.

Stationary: Any capture process where the device is stationary and the subject is required to position and rest himself/herself.
Hand-held: Operator operates and holds the camera and the subject is stationary.
Alignment aid: Camera has mechanical fixture for alignment. Optical viewfinder is not considered alignment aid.
Considered simultaneous if second eye is captured within 2 seconds of first eye done without moving the device.
Total of only 1 USB port will be available for connectivity and power.

ANNEXURE-XIII: DETAILED PRICE BID FORM

(To be submitted on company letter head)

Sub: Submission of proposal in response to the RFP for supply and installation of UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptop at identified Procurement Center (Society) for a period of paddy procurement on contract basis

RFP Ref no.: _____-dated_____

Sr. No.	Item	Unit Price maintenance &technical support cost (#1)	Quantity (#2)	Total Cost (incl. of all taxes other than GST) (#3) =1*2	GST @____% of (3) (#4)	Total Cost (incl. GST) (#5) =3+4
1	UIDAI approved Biometric Fingerprint Scanner Device as **ANNEXURE-XII**		**2617**			
2	UIDAI approved Iris Scanner Device as **ANNEXURE-XII**		**2617**			

Note : UIDAI approved Biometric Fingerprint Scanner Device **and** Iris Scanner Device **Unit Price as per ANNEXURE-XII and warrant for at least 12 months and extended warranty must me 24 months including 3 years technical manpower and hardware support.**

Note:

1. Do not change the structure of the format nor add any extra items.
2. No counter condition/assumption in response to commercial bid will be accepted. CG Markfed has a right to reject such bid.

Undertaking:

1. We confirm that we have gone through RFP clauses, subsequent amendments and replies to pre-bid queries (if any) and abide by the same.
2. We have not changed the structure of the format nor added any extra items. We note that any such alternation will lead to rejection of Bid.
3. We agree that no counter condition/assumption in response to commercial bid will be accepted by the CG Markfed. CG Markfed has a right to reject such bid.
4. We are agreeable to the payment schedule as per "Payment Terms" of the RFP.

Place: **Bidder's Signature**

Date: **(with seal)**

ANNEXURE-XIV: EMD Bank Guarantee

Bank Guarantee Format for Earnest Money Deposit (EMD)

(To be provided in original on stamp paper of value required under law duly signed by authorized representative of Bank)

Tender Ref.

Date:

To,

The Managing Director,
MARKFED,
NAVA RAIPUR ATAL NAGAR, CHHATTISGARH-492002

This Deed of Guarantee executed at _____ by _____ (Name of the Bank) having its Head / Registered office at_____, and having one of its branches at _____ Chhattisgarh (hereinafter referred to as —"the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor 'Managing Director, MARKFED, Government of Chhattisgarh', having its office at 6th floor, CBD Building, Nava Raipur Atal Nagar, Chhattisgarh – _____, (hereinafter referred to as —" MARKFED") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder _____ Ltd., a Company / partnership firm / proprietorship concern registered under the _____(name of the relevant act/law under which incorporated) having its registered office at _____ (hereinafter called —"Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for award of — "Submission of proposal in response to the RFP for supply, installation and annual maintenanceof UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptop at identified Procurement Center (Society)" vide Invitation for Tender Document No _____ dated _____ issued by MARKFED CG, Government of Chhattisgarh (hereinafter referred to as —"the Project").

Whereas in terms of the Invitation for Tender Document No _____dated_____ (hereinafter referred to as Tender Document) issued by MARKFED, the Bidder is required to furnish to MD MARKFED an unconditional and irrevocable Bank Guarantee for an amount of INR _____ (INR _____ only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfillment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to MARKFED an amount not exceeding INR _____ (INR ____ only) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from MARKFED stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive

and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the _____ (Proposal Due Date).
3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by CG MARKFED.
4. We…… Bank further agree that MARKFED shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfillment and compliance of the terms and conditions contained in the Tender and the decision of MARKFED in this regard shall be final and binding on us, notwithstanding any differences between MARKFED and the said Bidder and/or any dispute between MARKFED and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
5. MARKFED shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfillment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to MARKFED and the bank shall not be released from its liability under these presents by any exercise by MARKFED of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of MARKFED or any indulgence by MARKFED to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.
6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.
7. We undertake to make the payment on receipt of your notice of claim on us addressed to _____ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.
8. It shall not be necessary for MARKFED to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which MARKFED may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.
9. We _____ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of CGMARKFEDin writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.
10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date _____ day of _____ 2019

Signature of the Issuing / Authority with seal

CORPORATE SEAL

For _____ Bank

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.

ANNEXURE-XV: PERFORMANCE BANK GUARANTEE

For Contract Performance Bank Guarantee

Ref: _____ Date: _____

Bank Guarantee No.: _____

To,

The Managing Director,
MARKFED,
NAVA RAIPUR ATAL NAGAR, CHHATTISGARH-492002

Ref:

Dear Sir,

PERFORMANCE BANK GUARANTEE – 'RFP for supply, installation and annual maintenanceof UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptop at identified Procurement Center (Society).

WHEREAS

M/s. (name of Bidder), a company registered under the Companies Act, 1956, having its registered and corporate office at (address of the Bidder), (hereinafter referred to as "our constituent", which expression, unless excluded or repugnant to the context or meaning thereof, includes its successors and assigns), agreed to enter into a Contract dated ……. (Hereinafter, referred to as "Contract") with you for supply, installation and annual maintenance of UIDAI approved Biometric Fingerprint and IRISScanner Device for use with Desktop/Laptop at identified Procurement Center (Society) for basisin the said Contract.

We are aware of the fact that as per the terms of the Contract, M/s. (name of Bidder) is required to furnish an unconditional and irrevocable Bank Guarantee in your favour for an amount of 10% of the Total Contract Value, and guarantee the due performance by our constituent as per the Contract and do hereby agree and undertake to pay any and all amount due and payable under this bank guarantee, as security against breach/ default of the said Contract by our Constituent.

In consideration of the fact that our constituent is our valued customer and the fact that he has entered into the said Contract with you, we, (name and address of the bank), have agreed to issue this Performance Bank Guarantee.

Therefore, we (name and address of the bank) hereby unconditionally and irrevocably guarantee you as under:

In the event of our constituent committing any breach / default of the said Contract, and which has not been rectified by him, we hereby agree to pay you forthwith on demand such sum/s not exceeding the sum of 10% of the Total Contract Value i.e., <in words> without any demur.

Notwithstanding anything to the contrary, as contained in the said Contract, we agree that your decision as to whether our constituent has made any such default(s) / breach (es), as aforesaid and the amount or amounts to which you are entitled by reasons thereof, subject to the terms and conditions of the said Contract, will be binding on us and we shall not be entitled to ask you to establish your claim or claims under this Performance Bank Guarantee, but will pay the same forthwith on your demand without any protest or demur. This

Performance Bank Guarantee shall continue and hold valid till 180 days after completion of the ContractPeriod, subject to the terms and conditions in the said Contract.

We bind ourselves to pay the above said amount at any point of time commencing from the date of the said Contract until 6 months after the completion of Contract Period.

We further agree that the termination of the said Agreement, for reasons solely attributable to our constituent, virtually empowers you to demand for the payment of the above said amount under this guarantee and we would honor the same without demur.

We hereby expressly waive all our rights: Requiring to pursue legal remedies against MARKFED; and for notice of acceptance hereof any action taken or omitted in reliance hereon, of any defaults under the Contract and any resentment, demand, protest or any notice of any kind.

We the Guarantor, as primary obligor and not merely Surety or Guarantor of collection, do hereby irrevocably and unconditionally give our guarantee and undertake to pay any amount you may claim (by one or more claims) up to but not exceeding the amount mentioned aforesaid during the period from and including the date of issue of this guarantee through the period.

We specifically confirm that no proof of any amount due to you under the Contract is required to be provided to us in connection with any demand by you for payment under this guarantee other than your written demand. Any notice by way of demand or otherwise hereunder may be sent by special courier, telex, fax, registered post or other electronic media to our address, as aforesaid and if sent by post, it shall be deemed to have been given to us after the expiry of 48 hours when the same has been posted. If it is necessary to extend this guarantee on account ofany reason whatsoever, we undertake to extend the period of this guarantee on the request of our constituent under intimation to you.

This Performance Bank Guarantee shall not be affected by any change in the constitution of our constituent nor shall it be affected by any change in our constitution or by any amalgamation or absorption thereof or therewith or reconstruction or winding up, but will ensure to the benefit of you and be available to and be enforceable by you during the period from and including the date of issue of this guarantee through the period.

Notwithstanding anything contained hereinabove, our liability under this Performance Guarantee is restricted to 10% of the Contract Value, and shall continue to exist, subject to the terms and conditions contained herein, unless a written claim is lodged on us on or before the aforesaid date of expiry of this guarantee.

We hereby confirm that we have the power/s to issue this Guarantee in your favor under the Memorandum and Articles of Association / Constitution of our bank and the undersigned is / are the recipient of authority by express delegation of power/s and has / have full power/s to execute this guarantee under the Power of Attorney issued by the bank in your favour.

We further agree that the exercise of any of your rights against our constituent to enforce or forbear to enforce or any other indulgence or facility, extended to our constituent to carry out the contractual obligations as per the said Contract, would not release our liability under this guarantee and that your right against us shall remain in full force and effect, notwithstanding any arrangement that may be entered into between you and our constituent, during the entire currency of this guarantee.

Notwithstanding anything contained herein:

Our liability under this Performance Bank Guarantee shall not exceed 10% of the Total Contract Value. This Performance Bank Guarantee shall be valid only from the date of signing of Contract to 180 days after the End of Contract Period; and

We are liable to pay the guaranteed amount or part thereof under this Performance Bank Guarantee only and only if we receive a written claim or demand on or before 180 days after the completion of Contract Period.

Any payment made hereunder shall be free and clear of and without deduction for or on account of taxes, levies, imports, charges, duties, fees, deductions or withholding of any nature imposts.

This Performance Bank Guarantee must be returned to the bank upon its expiry. If the bank does not receive the Performance Bank Guarantee within the above-mentioned period, subject to the terms and conditions contained herein, it shall be deemed to be automatically cancelled.

This guarantee shall be governed by and construed in accordance with the Indian Laws and we hereby submit to the exclusive jurisdiction of courts of Justice in India for the purpose of any suit or action or other proceedings arising out of this guarantee or the subject matter hereof brought by you may not be enforced in or by such count.

Dated …….. this ……. Day ……. 2023.

Yours faithfully,

For and on behalf of the …… Bank,

(Signature)

Designation
(Address of the Bank)

Note:
This guarantee will attract stamp duty as a security bond.
A duly certified copy of the requisite authority conferred on the official/s to execute the guarantee on behalf of the bank should be annexed to this guarantee for verification and retention thereof as documentary evidence in the matter.

ANNEXURE-XVI: FORMAT FOR CONSORTIUM AGREEMENT

<<Company Letterhead>>

Date:

RFP Ref No._____ dated_____

To,

The Managing Director,
MARKFED,
NAVA RAIPUR ATAL NAGAR, CHHATTISGARH-492002

Sir,

Sub: Declaration on Consortium

I / We as Lead Partner of the Consortium, hereby declare the Roles and Responsibilities of the Consortium members:

Sr. No.	Member	Role	Responsibility

I / We understand that as Lead Partner, I / we will be responsible for executing the complete tasks as defines in this RFP published by CG Markfed.

I / We understand that if this information / declaration is found to be false or incorrect, Directorate General of Registerer reserves the right to reject the Bid or terminate the Contract with us immediately without any compensation to us.

Yours faithfully,

Authorized Signatory of the Lead Partner

Designation

Date &Time

Seal

Business Address: