REQUEST FOR PROPOSAL (RFP)

Selection of vendor for Supply, Installation, Commissioning and Maintenance of Digital Franking machines on rental basis

Tender No: Franking Machines on rental basis/Registration/2023/02

Dated: 09/05/2023

Department of Prohibition, Excise and Registration Government of Bihar

1 Introduction

1. The Department of Prohibition, Excise and Registration, Govt. of Bihar invites bids from eligible agencies for the supply, installation, commissioning, and maintenance of Digital Franking Machine on rental basis at various District Registry or Sub-Registry offices of the state and Judicial courts.
2. All proposals submitted in response to the RFP document must be accompanied by an EMD of Rs 5,00,000 (Rupees five Lakhs Only) in the form of Bank Guarantee in favor of **Excise Commissioner Cum I.G. Registration**,**Account Number – 922020004238912, Branch Name – AXIS Bank Limited RajaBazar**,payable at Patna. Bids submitted without adequate EMD will be liable for rejection.
3. The bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

2 Schedule of Bid Process

SL#	Information	Details
1.	RFP No. and Date of availability	Franking Machines on rental basis/Registration/2023/02, Available for download from 9 May 20235:00 PM onwards till 22 May 2023, 4:00 PM
2.	Last date for submission of written queries for clarifications	11 May 2023, 5:00 pm Email: excise-bih@nic.in
3.	Date of pre-bid conference	12 May 2023, 4:00 pm at Conference Room, Department of Prohibition, Excise and Registration, Vikash Bhawan, New Secretariat, Patna – 800 015
4.	Release of response to clarifications	15 May 2023, 5:00 PM
5.	Last date of submission of bid	22 May 2023, 4:00 PM
6.	Opening of Technical Bids	22 May 2023, 4:30 PM
7	Opening of Financial Bids	To be intimated
7.	Contact person for queries	Manoj Kumar Sanjay AIG, Registration email: excise-bih@nic.in

3 Scope ofwork

1. The bidder shall supply, install, and commission digital franking machines on rental basis in the 137 District Registry or Sub-registry offices of the state including 79 judicial courts. The Quantity mentioned is only indicative and the actual number may increase or decrease during the issue of work order to the selected vendor. Kindly refer to Annexure II for the specifications of the Franking Machine.
2. The contract shall be initially valid for a period of two years (02), which shall be further extended to one year (01) depending upon the successful performance of the vendor.
3. The Franking Machine application should be able to integrate with any third-party software/e-stamping application proposed by the Department.
4. The bidder should mention the make and model of the product and should attach the technical data sheet of the product.
5. Proper training of Department staff shall be undertaken by the bidder.
6. The Department reserves the right to make changes in the scope of the work and Contract and configuration of items at any point of time during the contract period.
7. Any defects found in the system/sub-assemblies during the hire period shall be rectified / replaced by the bidderat no additional cost on the same day. The maintenance of the Franking Machines shall be the responsibility of the bidder.
8. The preventive maintenance of all the installed equipment/ products has to be carried out every 3 months by the vendor during the rental period and the report has to be submitted to the concerned representative of the Department.

4 Timelines:

The bidder shall supply, install, test and commission Digital franking Machines in the District Registry/Sub-Registry offices and Judicial courts as per the requirement of the Department within 2 weeks from the issue of the work order.

5. Indemnification

a) The Bidder shall, at its own expense, defend and indemnify Department against any third party claims in respect of any damages or compensation payable in consequences of any accident or injury sustained or suffered by its (Bidder's) employees or agents, or by any other third party resulting from or by any gross negligence and/or wilful default by or on behalf of the Bidder and against any and all claims by employees, workmen, contractors, sub- contractors, suppliers, agent(s), employed, engaged, or otherwise working for the Bidder, in respect of any and all claims under the Labour Laws including wages, salaries, remuneration, compensation or like.

b) The Bidder shall indemnify, protect and save Department and hold Department harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting directly from (i). a gross negligence and/or wilful default of the Bidder, its employees, its agents, or employees of the consortium in the performance of the services provided by this contract (ii). breach of any of the terms of this tender document or breach of any representation or warranty by the Bidder (iii). use of the deliverables and or services provided by the

Bidder (iv). Infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided to fulfil the scope of this project.

c) The Bidder shall further indemnify Department against any proven loss or damage to Department's premises or property, etc., due to the gross negligence and/or wilful default of the Bidder's employees or representatives to the extent it can be clearly established that such employees or representatives acted under the express direction of the Bidder.

d) The Bidder shall further indemnify Department against any proven loss or damage arising out of loss of data, claims of infringement of third party copyright, patents, or other intellectual property, and third-party claims on Department for malfunctioning of the equipment at all points of time.

6. Confidentiality:

The Bidder shall keep confidential any information related to this tender with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

The bidder shall keep confidential any information with respect to this tender. Confidential information means Any written information, including without intimation, information created by or for the other party, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. . The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason whatsoever.

7.Termination and Blacklisting:

7.1 The Department may terminate this Agreement and Blacklist/Debar the vendor, in case of occurrence of any of the events specified below. In the event of such an occurrence, the First Party may give not less than 30 days written notice of termination to Second Party.

a. If the vendor is in material breach of its obligations pursuant to this Agreement and has not remedied the same within 30 days.
b. If the vendor becomes insolvent or goes into compulsory liquidation
c. If the vendor, in the judgment of Department, has engaged in corrupt or fraudulent practices in competing for or in executing the contract
d. If the vendor submits to Department a false statement which has material effect on the rights, obligations, or interests of the Department.
e. If the vendor places itself in position of conflict of interest or fails to disclose promptly any conflict of interest to the Department.
f. If the vendor fails to provide Quality services as envisaged under this Agreement.

g. Serious discrepancy and delay in delivery of services or the performance levels agreed upon, which might have an impact on the functioning of the Call Centre.
h. Failure of the vendor mobilize manpower, follow local laws, clumsy execution of work, and total disregard to public safety and its own employees.
i. Failure to abide by any lawful directions of the Department.

Note: - Blacklisting/Debarment of the vendor shall be natural consequence of the termination. The Blacklisting/Debarment shall be for such a period as may be specified by the Department.
Provided that before placing the vendor in the blacklist, with or without the termination of the contract, the Department shall issue a notice given 15 days of time to the vendor.

7.2 Penalties: - The Department may impose a suitable penalty of the vendor of the failure of such activities as mentioned above. Such penalties shall be deducted from the pending bills/bank guarantee of the vendor. However, the Department shall issue a notice given 15 days of time to the vendor before imposing such penalty.

7.3 Termination Payments: -These payments shall mean the amount of payment by either party to the other party upon termination. Upon termination of the contract, Department may encash and appropriate the performance security/bank guarantee etc. The Department may clear outstanding dues of the second party out of such encashment and/or from the pending bills of the second party. After clearing such liabilities, any valid dues of the second party may be paid thereafter.

7.4 Blacklisting without termination: - The Department may blacklist the vendor without terminating the contract for any of the failures or acts of commissions or omissions under this Agreement.

7.5 Foreclosure with Mutual consent: -

a) Without prejudices to any provisions of this agreement, Department and the vendor may foreclose this agreement by mutual consent in circumstances which does not constitute either party's default without any liability or consequential future liability for either party.
b) Should a Party intend to foreclose this Agreement by mutual consent, the intending Party shall issue a notice to the other Party and upon issuance of such notice, the other Party may within 15 days from receipt of such notice either agree to such foreclosure or raise objection(s) to the same by intimating either of the two possible positions to the intending Party in writing.
c) In either case of the other Party agreeing to the proposed foreclosure or otherwise, the Parties may negotiate the proposed foreclosure and sign a Supplementary Agreement for foreclosure to the main Contract Agreement within 30 (thirty) days of the date agreeing by both Parties. Foreclosure shall not come into effect unless and otherwise Supplementary Agreement is signed.
d) Any attempt or endeavor for foreclosure by mutual agreement shall be without prejudice to the rights and obligations of the Parties herein and the factum of such an attempt or exercise shall not stop either of the Parties form discharging their contractual obligations under this Agreement.
e) For the avoidance of doubt, it is clarified that such foreclosure will be without prejudice to the Vendor and shall not affect the Vendor in any way if it wishes to bid in future projects of the Department.

8 Fraud or Corrupt Practices

a. The Bidders shall observe the highest standard of ethics during the Bidding Process and subsequent to the issue of the LOA and during the subsistence of the Agreement. Notwithstanding anything to the contrary contained in this RFP, or in LOA or the Agreement, the Department of Excise and Prohibition, Government of Bihar may reject a bid, withdraw the LOA, debar the bidder for a period of one year from participating in the future projects of the Department or terminate the Agreement, as the case may be without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practices. In such an event, the Department of Excise and Prohibition, Government of Bihar shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security as mutually agreed genuine pre- estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the RFP, including consideration and evaluation of such Bidders Proposal.

b. Without prejudice to the rights of DEPARTMENT under Clause above and the rights and remedies which the DEPARTMENT may have under the LOI or the Agreement, if a Bidder, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LOI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by DEPARTMENT during a period of <1(one)year> from the date such Bidder, is found by DEPARTMENT to have directly or through an agent, engaged or indulgedinanycorruptpractice,fraudulentpractice,coercivepractice,undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning here in after respectively assigned to them:
   i. “corrupt practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of tendering and execution of the project;
   ii. “fraudulent practice” means aim is representation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
   iii. “coercive practice” means impairing or harming or threatening to impairer harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;
   iv. “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Department of Excise and Prohibition, Government of Bihar with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

v. "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

9.Dispute Resolution

a. The bids and any contract resulting there from shall be governed by and construed according to the Indian Laws.
b. All settlement of disputes or differences whatsoever, arising between the parties out of or in connection to the construction, meaning and operation or effect of this Offer or in the discharge of any obligation arising under this Offer (whether during the execution of the order or after completion and whether before or after termination, abandonment or breach of the Agreement) shall be resolved amicably between Department and the vendor's representative.
c. In case of failure to resolve the disputes and differences amicably within 30 days of the receipt of notice by the other party, then the same shall be resolved as follows:
    1) Conciliation: - All disputes or differences whatsoever arising between the parties out of or relating to the construction, meaning, scope, operation or effect of this contract or the validity or the breach thereof shall be first settled by way of conciliation and failing which, by way of arbitration in accordance with the Rules of Arbitration of the Indian Council of Arbitration and the award made in pursuance thereof shall be binding on the parties. The dispute shall be first referred to the Development Commissioner for conciliation who shall conduct conciliation proceedings which will be held at Patna, Bihar.
    2) Arbitration: - In case the conciliation proceedings fail, the dispute shall be referred to the arbitration as per the Arbitration Act.
    3) All legal disputes will come under the sole jurisdiction of Patna, Bihar. The venue of the arbitration shall be Patna.
d. The Arbitral award shall be final and binding on both the parties.
e. Work under the contract shall be continued by the vendor during the arbitration proceedings unless otherwise directed in writing by Department unless the matter is such that the work cannot possibly be continued until the decision of the arbitrator is obtained. Save as those which are otherwise explicitly provided in the contract, no payment due, or payable by Department, to the vendor shall be withheld on account of the ongoing arbitration proceedings, if any, unless it is the subject matter, or one of the subject matters thereof.

10. Payment Terms:

a) Payment of the devices shall be done on monthly basis, in every succeeding month for the services rendered by the bidder. The empanelled agency shall submit monthly bill for the services rendered during the preceding month duly verified and signed by the officers designated by the Department.

b) No compensation for the loss or damage of the hardware or any parts of the device will be paid by the department during the hire/rental period of the Franking Machines.

11.Penalty:

S. No.	Description	Penalty
1.	Delay in supply of Franking Machine	In case of delay in supply of Franking machine within the stipulated time period, penalty shall be levied @, 1% per day to a maximum limit of 5% of the contract value in the form of Liquidated damages.
2.	Repair of machine	In case any fault identified in the machine, the fault should be resolved within 24 hours from call logging time. Delay in repair of machine shall attract penalty @2%of the monthly charges per day till the fault is resolved by the vendor.

12.Performance Bank Guarantee

The successful bidder is required to submit Performance Bank Guarantee (PBG) equivalent to 5% of the contract value defined in this RFP on or before signing of the subsequent contract typically within 15 days from the notification of LOI, unless specified to the contrary.

Failure of the successful bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event the Department may award the contract to the next best value bidder or call for new proposals from the interested bidders. In such a case, the Department shall invoke the PBG of the most responsive bidder.

13. Instructions to theBidders

13.1 General

a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements. Bidders and recipients of this RFP may wish to consult their own legal advisers in relation to this RFP. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Department on the basis of this RFP.

b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the Department. Any notification of preferred

bidder status by the Department shall not give rise to any enforceable rights by the Bidder. The Department may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Department.

c. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications.

13.2Compliant Proposals/Completeness of Response

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. 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.
2. Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
3. Include all documentation specified in this RFP;
4. Follow the format of this RFP and respond to each element in the order as set out in this RFP
5. Comply with all requirements as set out within this RFP.

14. Key Requirements of the Bid

14.1 Right to terminate the process

a. The Department may terminate the RFP process at any time and without assigning any reason. The Department makes no commitments, express or implied, that this process will result in a business transaction with anyone.

b. This RFP does not constitute an offer by the Department. The bidder's participation in this process may result the Department selecting the bidder to engage towards execution of the contract.

14.2 RFP Document Fees

RFP document can be downloaded from the website www.eproc2.bihar.gov.in after paying tender fee of Rs. 5000/-and processing fee of Rs. 590 /. The fees will have to be paid through online on the above-mentioned website. Proposals received without or with inadequate RFP Document fees shall be rejected.

14.3 Earnest Money Deposit

1. Bidders shall submit, along with their Bids, EMD of INR 5,00,000 (five lakhs only) in the form of Bank Guarantee issued by any Scheduled bank.
2. The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
3. EMD shall be exempted for MSMEs, provided the bidder submits relevant MSME certificate.

4. The EMD may beforfeited:

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 sign the contract in accordance with this RFP.

14.4 Submission of Proposals

a) The bidders should submit their responses as per the format given in this RFP in the following manner: 1) Technical Proposal and 2) Financial Proposal
b) Please Note that prices should not be indicated in the Technical Proposal but should only be indicated in the Financial Proposal.
c) All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
d) The bids shall be uploaded through http://eproc2.bihr.gov.in as per the instructions available on the website.

15Preparation and Submission ofProposal

15.1 Proposal Preparation Costs

a. The bidder shall be responsible for all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the Department to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.
b. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

15.2 Language

The Proposal should be filled by the Bidder in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is to be duly attested by the Bidders. For purposes of interpretation of the Proposal, the English translation shall govern.

15.3 Tender Opening

a. The Proposals submitted up to due date and time will be opened at a date to be notified by a committee authorized by the Department, in the presence of such of those Bidders or their representatives who may be present at the time of opening.
b. The representatives of the bidders should be advised to carry the identity card or a letter of authority from the tendering firms to identify their bonafides for attending the opening of the proposal.

15.4 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of submission of Tender.

15.5 Tender Evaluation for responsiveness

I. Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive, if Proposals:
   A. Are not submitted in as specified in the RFP document
   B. Are found with suppression of details
   C. With incomplete information, subjective, conditional offers and partial offers submitted
   D. Submitted without the documents requested in the checklist
   E. Have non-compliance of any of the clauses stipulated in the RFP
   F. With lesser validity period

II. All responsive Bids will be considered for further processing. The Department will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

16. Proposal Evaluation Criteria

16.1 Eligibility Criteria

Sr. No	Qualification Criteria	Documents/Information to be provided in the submitted proposal
1.	Legal Entity • Company should be sole proprietor, Partnership , company registered under Companies Act, 1956/2013. • Registered with the GST Authorities The bidder shall be an OEM or authorized partner of OEM and the copy of the authorization letter should be attached.	Relevant Certificate of Incorporation GST Registration Certificate
2	The bidder must have achieved average financial turnover of INR 20 crore for the last three years ending on 31 March 2022.	Audited Financial Statements/Balance Sheets of the company
3	The bidder should have experience in providing similar services to any State Government/Central Government/ Public Sector Undertakings during last 3	Work Order or Completion Certificate

	years prior to the month of publication of this tender.	
4	The bidder must have valid ISO Certification.	ISO 9001:2015 ISO 27001 ISO 14001
5	The responding firm shall have not been blacklisted by any Government body or its entities.	A self-certified letter by the designated official of the responding firm as attached in Form 4 (Annexure I)

16.2 Financial Bid Evaluation

a. The Financial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.
b. Only fixed price financial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
c. The bid price will include all taxes and levies and shall be in Indian Rupees and mentioned separately.
d. Any conditional bid would be rejected.
e. Errors & Rectification: Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail".
f. If there is no price quoted for certain material or service, the bid shall be declared as disqualified.
g. The Total Bid Price, as computed by the Purchaser shall be used for the purpose of financial evaluation of bids.

17. Award Criteria

Department will award the Contract to the successful bidder whose financial proposal is the lowest and would consider it as substantially responsive as per the process outlined above.

18. Right to Accept Any Proposal and to Reject Any or All Proposal(s)

The Department reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals 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 the Department action.

19. Contract Finalization and Award

a. The Department shall reserve the right to negotiate with the bidder(s) whose proposal has been most responsive. On this basis the draft contract agreement would be finalized for award & signing.
b. The Department may also like to reduce or increase the quantity of any item in the Scope of Work defined in the RFP. Accordingly, total contract value may change on the basis of the rates defined in the financial proposal.

20. Signing of Contract

After the Department notifies the successful bidder that its proposal has been accepted, the Department shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder between the Department and the successful bidder. The Draft Legal Agreement is provided as a separate document as a template.

21.Annexure

Annexure I: TECHNICAL BID TEMPLATES

The bidders are expected to respond to the RFP using the forms given in this section and all documents supporting Technical Evaluation Criteria.

Forms to be used in Technical Proposal:
Form 1: Particulars of the bidder
Form 2: Letter of Proposal
Form 3: Bank Guarantee for Earnest Money Deposit
Form 4: Non-Blacklisting Declaration
Form 5: Manufacturer's authorization form

Annexure II: FRANKING MACHINE SPECIFICATIONS

Annexure III: FINANCIAL PROPOSAL TEMPLATE

Forms to be used in Financial Proposal:
Form 1: Covering Letter
Form 2: Financial Proposal
Form 2: Performance Bank Guarantee

Form 1: Particulars of the Bidder

Details of the Bidder(Company)		
1.	Name of the Bidder	
2.	Address of the Bidder	
3.	Status of the Company (Proprietorship/Partnership/Public Ltd/Pvt. Ltd)	
4.	Details of Incorporation of the Company	
7.	Valid GST no.	
8.	Permanent Account Number(PAN)	
9.	Name & Designation of the contact person to whom all references shall be made regarding this tender	
10.	Telephone No. (with STD Code)	
11.	E-Mail of the contact person:	
12	Fax no (with STD code)	

Form 2: Letter of Proposal

No. Date:

To
The
Secretary,
BISCORE
Vikash Bhawan, New Secretariat
Patna - 800015

Subject: Submission of the Technical bid for <Name of the assignment>

Dear Madam/Sir,
We, the undersigned, offer to provide Franking Machines to the Department on <Name of the Systems Implementation engagement> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the Financial Bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification. Weundertake,ifourProposalisaccepted,toinitiatetheImplementationservicesrelatedtotheassignment not later than the date indicated in FactSheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for 180 days as stipulated in the RFP document.

We hereby declare that we are not insolvent, in receivership, bankrupt or being wound up, our affairs are not being administered by a court or a judicial officer, our business activitie shaven ot been suspended and we are not the subject of legal proceedings for any of the forgoing.
We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [*In full and initials*]: _____ Name and Title of Signatory: _____ Name of Firm: _____ Address:_____ Location:_____Date:……

Form 3: Bank Guarantee for Earnest Money Deposit

To,

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas <Name of the bidder> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP #<RFP Number> dated<Date> for <Name of the assignment> (hereinafter called "the Bid") to the department

We<> having our office at <Address>(hereinafter called "the Bank") are bound unto the department (hereinafter called "the Purchaser") in the sum of Rs. <Amount in figures>(Rupees<Amount in words> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <Date>
The conditions of this obligation are:

15.5.1 If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

15.5.2 If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

15.5.3 Withdraws his participation from the bid during the period of validity of bid document; or

15.5.4 Fails or refuses to participate in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

Form 4:Non-Blacklisting form

Self-Declaration

1) I, the undersigned, do here by certify that all the statements made in the required attachment are true and correct and if found fake/forged, the under signed will be liable for infliction upon the FIR and lawful punishment as well as blacklisting.

2) Theundersignedalsoherebycertifiesthatneitherourfirm M/s……..hasbeenblacklistednorhasabando nedanyworkingovernmentdepartments in Indian or any contract awarded to us for such works have been rescinded, during last five years prior to the date of this bid.

3) The under signed here by authorizes and request(s) the bank, person, firm or corporation to furnish pertinent information deemed necessary and requested by the Department to verify this statement or regarding my (our) competence and general reputation.

4) The under signed understand and agrees to furnish any further required qualifying information on request of the Department.

(Signed by an Authorized Sign at or yof the Firm)

Title of Officer

Name of Firm

Date:

Form 5: Manufacturer's Authorization Form

To,

AIG, Registration

Department of Prohibition, Excise and Registration,

Patna, Bihar

Dear Sir,

Ref.: Your Tender No. NIT ……., dated …….

We ……., having its registered office at ……are reputable manufacturers of Franking Machines having its production facility globally, do hereby authorize M/s……having its place of business at ……(herein after the Bidder), to submit the bid for Supply of Franking Machines for the Tender No: ……..and subsequently sign the contract for the Franking Machines with the Customer solely on its own behalf.

We hereby authorized the Bidder to submit the bid against the …….. of the Department of Prohibition, Excise and Registration, Bihar. We shall sell original Goods to the Bidder for subsequent sale and supply to Customer. Bidder shall be solely liable towards adherence of all the terms, conditions, obligations, guarantee, warranty, covenants etc. of the said Tender No and for any other commitments made to the Customer. Further Bidder shall be solely/fully liable for any claim, penalty, guarantee, warranty, indemnity obligations, loss or damages etc. invoked in terms of the said Tender/Ref due to any reason whatsoever.

We also hereby extend our full G/W,as applicable as per the Tender Document for the Franking Machines offered for supply by the above firm against this tender.

Yours faithfully,
…….
……
[signature with date, name and designation]

Note : This letter of authorisation should be on the letter head of the manufacturing firm
and should be signed by a person competent and having the power of attorney to legally bind the manufacturer.

Yours faithfully,

……..……..
……
[signature with date, name and designation]

ANNEXURE II: FRANKING MACHINE SPECIFICATIONS:

Specifications of Digital Franking machine for Stamp Duty evidencing:

1. Digital Franking machine should be BIS certified.
2. Type of printing - Inkjet technology.
3. Digital Franking machine should have 7" UI touch screen facility to enter details.
4. Digital franking machine should connect to server through Bluetooth, wi-fi, ethernet, etc.
5. Should print Indicia with Red colored UV ink.
6. Should have ability to print on booklets.
7. Should have facility to digitally upload funds - Prepaid Model.
8. Should have ability to show current balance funds on real-time basis.
9. Print should be water Resistant.
10. Ability to print register report for fund balance and consumption.
11. Online synching of transaction data to server should be available through LAN or wireless network.
12. Online and offline verification of transactions should be available.
13. Online integration to govt. server should be available
14. User log-in credentials should be available for each unit.
15. Should have optional sms broadcast feature to the 1st/2nd party on every transaction.
16. Indicia should print the total stamp duty amount, machine license number, auto- generated transaction number, state logo, respective SRO name, barcode with encrypted data.
17. MIS reports should be available to dept. users for virtual view and download.
18. Facility for the dept. to lock/deface the stamp should be available.
19. Power Supply – 230V / 50Hz.

ANNEXURE III:

Form 1: Covering Letter

No. Date:

To,

The

Secretary,

BISCORE

VikashBhawan,NewSecretariat

Patna -800015

Subject: Submission of the Financial bid for <Selection of vendor for Supply, Installation and Commissioning of Franking Machines>

Dear Madam/Sir/Madam,

We, the undersigned, offer to provide Franking Machines in accordance with your Request for Proposal dated <*Date*>and our Proposal (Technical and Financial Proposals). Our attached Financial Proposal is for the sum of <*Amount in words and figures*>. This amount is inclusive of the local taxes.

1. **PRICE AND VALIDITY**

- All the prices mentioned in our Tender are in accordance with the terms as specified in the RFP documents. All the prices and other terms and conditions of this Bid are valid for a period of <days> calendar days from the date of opening of the Bid.
- We hereby confirm that our prices include all taxes. However, all the taxes are quoted separately under relevant sections.
- We understand that the actual payment would be made as per the existing indirect tax rates during the time of payment.

2. **UNIT RATES**

Wehaveindicatedintherelevantformsenclosed,theunitratesforthepurposeofonaccountofpayment as well as for price adjustment in case of any increase to / decrease from the scope of work under the contract.

3. **DEVIATIONS**

We declare that all the services shall be performed strictly in accordance with the Tender documents except for the variations and deviations, all of which have been detailed out exhaustively in the

following statement, irrespective of whatever has been stated to the contrary anywhere else in our bid.

Further we agree that additional conditions, if any, found in the Tender documents, other than those stated in deviation schedule, shall not be given effect to.

4. TENDER PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in Tender documents.

5. QUALIFYING DATA

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information/documentary proof in this regard before evaluation of our Tender, we agree to furnish the same in time to your satisfaction.

6. BID PRICE

We declare that our Bid Price is for the entire scope of the work as specified in the <Refer Section No.>. These prices are indicated Financial Bid attached with our Tender as part of the Tender.

7. PERFORMANCE BANK GUARANTEE

We hereby declare that in case the contract is awarded .to us, we shall submit the Performance Bank Guarantee as specified in the RFP document.

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, i.e., [*Date*].

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

We hereby declare that our Tender is made in good faith, without collusion or fraud and the information contained in the Tender is true and correct to the best of our knowledge and belief.

We understand that our Tender is binding on us and that you are not bound to accept a Tender you receive.

Thanking you,

We remain,

Yours

sincerely,

Authorized Signature:
Name and Title of
Signatory: Name of Firm:
Address:

Form 2: Financial Proposal

ThebidderswhowillqualifytheTechnicalBidcriteriawillbeeligibleforFinancialBidopening.Financial bidwillbesubmitted bythebidder in prescribedformatasmentionedbelow:

S.No	Item	Unit Rate (INR)	Tax (INR)	Total Cost including tax (INR)
1	Monthly rental rate of one Digital Franking Machine as per the specifications mentioned in the RFP			
2	Rate per Ink Cartridge (Colored) of approximate yield 1200 prints			

Note:-

1. The financial quote of the participating bidder whose total quote is lowest will be declared as L1 bidder.
2. The maintenance of the Franking machines shall be the sole responsibility of the bidder and shall be included in the above quote.
3. It shall be noted that the bidder has to enter the rates in the excel sheet uploaded in the eproc portal. In addition to said point, bidder shall enter the total cost (same as mentioned in excel sheet) under BOQ tab in eproc portal. However, the Department shall consider the excel sheet for evaluating the financial rates.

Form 3: PERFORMANCE BANK GUARANTEE

PERFORMANCE SECURITY:

<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<email id>

Whereas, <name of the supplier and address>(hereinafter called "the bidder") has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <name of the assignment> to the department (hereinafter called "the beneficiary")

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, **<Name of Bank>** a banking company incorporated and having its head /registered office at <Address of Registered Office> and having one of its office at <Address of Local Office>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs.<Insert Value>(Rupees <Insert Value in Words> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of Rs.**<Insert Value>(Rupees<Insert Value in Words> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <*Insert Date*>)

Notwithstanding anything contained herein:

I. Our liability under this bank guarantee shall not exceed **Rs.<Insert Value>(Rupees <Insert Value in Words> only).**
II. This bank guarantee shall be valid up to <*Insert Expiry Date*>)
It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <*Insert Expiry Date*>) failing which our liability under the guarantee will automatically cease