

**TENDER DOCUMENT FOR PROCUREMENT OF TICKER DISPLAY
SYSTEMS - VIDEO WALL**

**Rashtriya e Market Services Pvt. Ltd., Bangalore
No.16, II Floor, Karnataka State Agricultural Marketing Board,
2nd Raj bhavan Road,
Bengaluru-560001**

Date: 15 February 2019

Short Term Tender Notification

No.REMSL/ADM 03-05/2018-19/01

Date: 15.02.2019

Rashtriya e Market Services Pvt. Ltd. invites tenders for supply and installation of Ticker display system - Video wall in 6 APMC markets across Karnataka state. Bid documents can be downloaded from the website <https://www.eproc.karnataka.gov.in>. The bids shall be submitted only through e-Procurement portal of Government of Karnataka.

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1. Tender documents

This tender document includes

1. Background to the invitation
2. Instructions to Tenderers

2. Background to the invitation

Rashtriya e Market Services Private Limited (ReMS) has been established for creating necessary institutional structure for bringing in efficiency and transparency in the agricultural marketing system in the state for efficient price discovery to benefit farmers and other market participants.

ReMS currently provides an electronic platform for e-tendering / auctioning of farmer produce in the regulated markets of the state. This platform, known as Unified Market Platform (UMP) handles all operations of the regulated market including, e-tendering / auctioning of the produce for efficient price discovery, material accounting, trade fulfillment and online funds settlement.

A critical feature of the reform process is to ensure seamless operations of the entire activity and in pursuit of establishing transparency in the market operations and competitive price discovery. The company is contemplating to display of vital information to stakeholders in APMC markets such as arrival details of commodities in to markets, quantity sold and minimum, maximum and modal price of the commodities traded on the previous day and also prices on real time basis etc.

The tender document comprises Instructions to Tenderers (ITT) along with its Annexures. Bidders are requested to go through the Instructions and submit their tenders along with all supporting documents and enclosures as called for in the tender.

Tender documents may be downloaded <http://www.eproc.karnataka.gov.in> or from the website of the Company. Requests for tender documents through post/courier will not be entertained.

Any communication in this regard may be addressed to:

Senior Manager (Technology)
Rashtriya e Marketing Services Pvt. Ltd.
No.16, II Floor, Karnataka State Agricultural Marketing Board,
2nd Raj bhavan Road,
Bengaluru-560001 Phone No. +91-80-22862156
Email: raghavendra.handral@remsl.in

3. Tender Schedule

Sl. No.	Description	Date	Time
1	Commencement of issue of Tender document through company website	15-02-2019	16:00 hours
2	Last date and time for seeking clarifications	20-02-2019	16:00 hours
3	Pre-bid meeting of Tenderers at ReMS office	21-02-2019	15:00 hours
4	Last date and time for uploading completed tender documents	26-02-2019	16:00 hours
5	Opening of Technical tender forms	27-02-2019	16:00 hours
6	Announcement of Technically qualified tenderers	02-03-2019	15:00 hours
7	Opening of price bids	05-03-2019	15:00 hours
8	Announcement of the Lowest Tenderer	08-03-2019	14:00 hours
9	Communication by the successful Tenderer of acceptance of award of work	11-03-2019	16:00 hours

4. Instruction to Tenderers

Definitions

In this instruction to tenderers (including any recitals, annexures, formats or schedules attached thereto) except where the context otherwise requires, the following words and expressions shall have the following meaning

4.1 **“Ticker display system”** shall have the meaning of LED display / video wall with access to internet and capable of displaying dynamic content.”

4.2 **“Company or ReMS”** shall mean the Rashtriya e Market services Private Limited.

4.3 **“Agreement”** shall mean the contract concluded between the company and the supplier.

4.4 **“Market”** shall have the meaning ascribed to it in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 and includes a

market sub-yard, sub-market and a sub-market yard.

4.5 “**Parties**” shall mean the Company and the supplier referred to jointly.

4.6 “**Price Bid**” shall mean the schedule of prices submitted by the Tenderer as described in ITT Clause 13

4.7 “**Selected Tenderer**” shall mean the Tenderer who has been notified that its tender has been accepted.

4.8 “**Supplier**” shall mean the Selected Tenderer who has executed the Agreement pursuant to ITT Clause 33.1 and who would supply items sought for by the Company through this Tender and which term shall include his heirs, executors, administrators and assignees.

4.9 “**Technical Bid**” shall mean the technical bid as described in ITT Clause 12.

4.10 “**Tenderer**” shall mean a person / firm / company / Organization participating in this tender.

5. Qualification criterion for tenderers

5.1 Tenderers shall be a single entity:

The tenderer shall be a single entity and any consortium between the tenderer and any other entity is not allowed to participate in this tender.

5.2 Tenderers not to be ineligible

Tenderers shall not be under a declaration of ineligibility for any reason whatsoever as issued by the Government of India or any state government or any public sector undertaking of the Government of India and any other state government.

5.3 Experience

The tenderer shall have past experience in supply, installation and maintenance of Ticker Boards, Digital display and IT system for a minimum period of 2 (two) years. Documentary evidence in support of this experience by way of certificate of successful installation of similar equipment and maintenance, issued by companies of repute shall be furnished.

5.4 The tenderer must have an annual turnover of at least Rs. 1 crore in each of the two years i.e. FY 2016-17 & FY 2017-18 or average turnover of Rs. 1 crore during the three-year period of FY 2015-16, 2016-17 & 2017-18.

6. Income Tax Returns of the last three years duly certified by a Chartered Accountant confirming the turnover figures as above shall be submitted along with the tender documents.

6.1 Tenderers requiring any clarification regarding tender document may notify ReMS through e-mail address indicated in this document before the pre-bid meeting. The Company will respond to all such queries through e-mail. Queries shall be raised three days before the due date for submitting the tender.

7. Amendments to tender documents

7.1 At any time prior to the deadline for submission of tenders, ReMS may, for any reason, whether at its own initiative or in response to a clarification requested by a Tenderer or as a result of the outcome of the pre-bid meeting, modify this tender document through an amendment/corrigendum.

7.2 All amendments to the tender document shall be uploaded to website and shall be binding on the tenderers.

8. Pre-bid meeting of Tenderers

8.1 A pre-bid meeting of Tenderers would be held at the notified venue, date and time as indicated in the tender schedule.

8.2 Tenderers may seek clarifications on the tender documents and other relevant matters. They may also suggest amendments to the tender documents. However, the Company has absolute discretion to accept or reject the suggestions made.

9. Period of validity of tenders

9.1 Unless declared to the contrary, tender shall remain valid for a period of 90 days after the last date for submission of tender. Any tender valid for a shorter period shall be treated as non-responsive and rejected.

- 9.2 Under exceptional circumstances, ReMS may solicit the consent of the Tenderer for an extension of the bid validity. The request and the responses there to shall be made in writing.
- 9.3 A Tenderer may, by a communication through writing or email accept the request for extension of period of validity. In such a case, the earnest money deposit provided shall also be suitably extended.
- 9.4 A Tenderer accepting the request for extension of period of validity would not be permitted to modify the tender.
- 9.5 A Tenderer may decline to extend the validity of the tender and in such case, its tender would not be evaluated.
- 9.6 The earnest money deposit of a tenderer declining to extend the validity of the tender would not be liable for forfeiture.

10. Earnest money deposit

- 10.1 The Tenderers shall furnish, as part of the tender earnest money deposit of Rs. 60,000/-.
- 10.2 The EMD shall be paid through e-procurement portal only.
- 10.3 The earnest money deposit of unsuccessful Tenderers will be returned within 30 days after the Selected Tenderer has signed the Contract. In case of successful tenderer.
- 10.4 The earnest money deposit may be forfeited, if the Tenderer,
- (a) withdraws the tender before 30 days after opening the price bid or
 - (b) does not accept the correction of errors proposed during preliminary examination of Price Bids.
 - (c) In case the selected tenderer fails to convey acceptance of award of work before the time limit prescribed in the letter of intent / Purchase order.
 - (d) if after acceptance of the purchase order, the supplier fails to deliver the ordered items with in the delivery schedule.

11. Documents establishing conformity of the goods.

- 11.1 To establish the conformity of the goods and related services, the tenderer shall furnish as part of the tender, documentary evidence that the goods conform to the technical specifications and standard specified.
- 11.2 This documentary evidence may be in the form of literature, drawings or data and shall consist of a detailed item by item description of the essential technical and performance characteristics of the goods and related services, demonstrating substantial responsiveness of the goods and related services to the technical specification.

12. Technical Bid

- 12.1 **The tenderers are advised to carefully go through the specifications before furnishing compliance.**
- 12.2 Except the Price Bid, all other particulars / documents submitted by the Tenderer shall form a part of the Technical Bid. Technical specifications of the tendered items are attached to this tender.
- 12.3 Without prejudice to the generality of the above, the following shall form a part of the Technical Bid to be submitted by the Tenderer.
- a) Letter of affirmation in format as in Annexure-I.
 - b) General information of the Tenderer in format as in Annexure-II.
 - c) Compliance to Technical parameters as in Annexure-IV.
 - d) Turnover details for the financial years 2015-16 and 2016-17 in Annexure-V.
 - e) PAN / GST Registration Numbers in Annexure-VI.
 - f) Experience certificate.
 - g) Any other document that the Tenderer desires to submit.

13. Price Bid

- 13.1 Prices for supply of Ticker display systems shall be quoted in the e-procurement portal of Government of Karnataka.
- 13.2 Bids with price variation clause will be rejected.

13.3 Tenderers shall quote an all-inclusive price for supply, handling, transportation, testing, commissioning of Ticker display systems with breakup of tax/duties/levies components in the e-procurement portal of Government of Karnataka.

13.4 Under no circumstances the request of the successful tenderer for price variation during the delivery schedule will be entertained.

14. Submission of tenders

14.1 The tenders shall be submitted in the e-procurement portal only.

14.2 The Company may, at its discretion, extend the deadline for submission of tenders by amending last date for submission of the tender document, in which case all rights and obligations of ReMS and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

15. Withdrawal of tenders

15.1 No tender shall be withdrawn in the intervening period between the deadline / extended deadline for submission of tenders and the expiration of the period of validity of the tender specified by the Tenderer in its tender. Withdrawal of a tender during this interval shall result in the forfeiture of the earnest money deposit of the Tenderer.

16. Opening of technical and price bids

16.1 As and when price bids are opened by the company on the e-procurement portal, the said portal allows the bidders to see the prices quoted by other bidders and ranking.

16.2 In case the bidders who have quoted for the tender, opts to witness the tender opening by the company, they may do so by attending this office at the date and time of opening of tender as per the tender schedule and shall sign in the register kept for the purpose of evidencing their attendance. Representatives of tenderers shall produce an authority letter evidencing permission to attend the tender openings both technical bid and price bid.

16.3 The Company shall thereafter evaluate the Technical Bids and announce the list of Tenderers which are in conformity with all the technical parameters having been accepted; on the date and time specified in the tender schedule.

16.4 After completion of opening and evaluation of technical bids, the price bids will be opened as per the tender schedule and the names of tenderers, prices offered by them will be announced.

17. Evaluation parameters of tenders

17.1 A tender shall be deemed to be substantially responsive if the Technical Bid and the Price Bid have been submitted as per the tender clauses.

18. Seeking clarification on received bids

18.1 During evaluation of tenders, ReMS may, at its discretion, seek the Tenderer for any clarifications of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered are permitted.

18.2 To assist in the examination, evaluation, comparison and post-qualification of the tenders, the tenderer may be called for clarification of his tender. In case any clarification submitted by a tenderer in respect his tender changes the substance of the tender, no change in the price shall be considered.

19. Preliminary examination of Price Bids

19.1 Conditional tenders or tenders containing conditions not stipulated in this tender document or Amended tender document after Pre-bid meeting shall be rejected.

19.2 ReMS may at its discretion, waive any minor infirmity or non-conformity or irregularity in a tender which does not constitute a material deviation, provided that such a waiver does not prejudice or affect the relative ranking of any other Tenderer.

20. Evaluation of Price Bids

20.1 After opening of the price bid, the prices quoted by each tenderer inclusive of all taxes & duties and charges for delivery, testing and maintenance are tabulated and evaluated.

20.2 Tenderers shall then be ranked on the basis of the evaluated prices.

21. Right to accept any tender or to reject any or all tenders

- 21.1 ReMS reserves the right to accept or reject any tender or to annul the tendering process at any stage without assigning any reasons.
- 21.2 ReMS reserves the right to procure the items from more than one tenderer.
- 21.3 In the event of annulment of the first selected tenderer, the Company reserves right to notify and declare the next lowest Tenderer as the Selected Tenderer or invite fresh tenders.

22. Awarding of the contract**22.1. Notification of award**

Prior to the expiration of the period of validity of tenders, ReMS will notify the Lowest Tenderer in writing by letter or by e- mail or fax, to be confirmed in writing, that its tender has been accepted.

23. Annulment of Award

In the event of annulment of the award of the work to the first lowest tenderer, ReMS may

- (a) notify the next lowest Tenderer that it has been declared as the Selected Tenderer; or
- (b) invite new tenders.

24. Signing of the contract

The Selected Tenderer shall sign the Contract with the ReMS as per the format within the time stipulated in the Letter of award/intent. Failure of the Selected Tenderer to sign the Contract within the stipulated time shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit.

25. Commencement of Work

- 25.1. The successful tenderer upon receipt of the letter of intent, shall commence the process of supply, install the equipment and complete all the activities to the satisfaction of the Company within the stipulated delivery schedule.

26. Contacting the Company

- 26.1. No Tenderer shall contact the Company on any matter relating to its tender, from the last date for receipt of completed tender form till the notification of the selected tenderer.
- 26.2. Any effort by a Tenderer to influence the Company in its decisions on tender evaluation, tender comparison or notification of the selected tenderer shall result in rejection of the tender of such Tenderer.

27. Corrupt or Fraudulent Practices

- 27.1. The Company requires that Tenderers observe the highest standard of ethics at the time of bidding and while providing services to the Company. In pursuance of this policy, for the purposes of this clause,
- (i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of an official in the procurement process or in contract execution and
 - (ii) “Fraudulent practice” means a misrepresentation of facts in order to influence the procurement process or the execution of a contract to the detriment of ReMS and includes collusive practice among Tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive ReMS of the benefits of free and open competition.
- 27.2. The Company may reject the tender of the Lowest Tenderer/any other Tender if it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 27.3. The Company may withdraw the notification of award if it determines that the Selected Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 27.4. The Company may declare a Tenderer ineligible, either indefinitely or for a stated period of time, from being awarded a contract, or during the course of execution of the contract by the successful tenderer if it at any time it determines that the Tenderer has engaged in corrupt or fraudulent practices in competing for the contract in question.

28. Dispute resolution and litigations

- 28.1. Any dispute during the execution of the contract shall be resolved mutually between ReMS and the supplier.
- 28.2. In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Bengaluru and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Bengaluru only.

29. Warranty:

- 29.1. Post supply warranty is an important aspect of the tender. Tender has to quote for competitive prices with warranty of 36 months period.
- 29.2. During the period of warranty, the Ticker Display Systems should function smoothly without any defect. In case of any defect, the supplier shall replace the defective Ticker display system or its peripheral with a new one immediately after receiving the communication from ReMS or APMC concerned about the non-performance. The replacement shall take place within 5 days from the date of receipt of communication by the supplier about the defective Ticker display system or its peripheral.
- 29.3. The defective Ticker display system or its peripheral shall be replaced free of all costs during the warranty period. In case of newly replaced system in place of defective system, the warranty period of 36 months shall commence from the date of commissioning of the replaced new equipment.
- 29.4. Maximum time to repair or replacement (MTTR) should not exceed 5 days during the warranty period.

30. Delivery:

- 30.1. All the items shall be delivered, tested and installed satisfactorily without any additional cost at the respective locations indicated in the Annexure-VII on or before 25th March, 2019.

31. Penalty for late delivery:

- 31.1. Time is the essence of the tender. The tenderers shall strictly adhere to the delivery schedule. Any delay in the supplying, satisfactory testing and installation beyond the stipulated delivery schedule will attract penalty at the rate of 1% of the contract value for every week of delay or part thereof subject to a ceiling of 10% of the contract value including taxes.
- 31.2. In case the supplier has made partial supplies within the stipulated delivery schedule and failed to deliver the remaining quantity, within the delivery schedule or extended date if any, liquidated damages at 10% of the cost of the quantity not supplied would be levied and recovered from the performance security or from any other payments due to the supplier.
- 31.3. As per clause number: 29.3 the supplier shall replace the defective Ticker display systems during the warranty period, within five days from the date of communication by the company. Delay in replacement of Ticker display system with a new Ticker display system within the stipulated period mentioned herein would also attract penalty at the rate of 1% of the cost of the Ticker display system per week or part thereof.

32. Force Majeure:

- 32.1. Neither Vendor nor ReMS shall be liable for any delay in or failure of discharging respective obligations under this tender caused by occurrence beyond their control, as the case may be, including but not limited to fires, floods, explosions, power shortage, failure / breakdown of UPS / DG set / computer, acts of GOD, hostility, act of public enemy, wars, insurrections, riots, strikes, lockouts, sabotage. Either parties shall promptly but not later than 10 days of the commencement thereof notify the order in writing of such contingency and prove that such is beyond the control and affects the implementation of this tender conditions adversely and materially. If such contingency continues beyond 30 days both parties, agree to discuss and agree upon an equitable solution

33. Payment Terms:

- 33.1. Payment for the supply to the extent of 80% value of invoice will be made within 15 days after receipt of Ticker display systems in good condition, installation at notified places,

satisfactory testing and certified by the authorized officer of ReMS for successful commissioning of the Ticker display system.

33.2. The balance 20% value of invoice will be retained as performance security. The Performance Security of 20% will be released after expiry of the warranty period of 36 months.

33.3. On completion of all supply's payment will be made. Payment for partial supplies will is not eligible.

34. Technical Specifications:

34.1. Technical specifications and compliance parameters are detailed in the Annexure-IV. The Ticker display system offered should strictly conform to the specifications prescribed in the Annexure.

35. Agreement

35.1. The selected tenderer shall execute an agreement on court stamp paper as per the format in Annexure – VIII within 15 days from the date of the purchase order.

35.2. Failure on the part of the Selected Tenderer to execute the agreement within the stipulated time shall constitute sufficient grounds for the cancellation of the purchase order and forfeiting of the EMD of the selected Tenderer.

35.3. In the event of cancellation of the purchase order, The Company may

(a) notify the next lowest tenderer as having been selected as successful tenderer

Or

(b) invite fresh tenders.

36. APMC Location List:

36.1. The Ticker display systems shall be delivered, installed and tested at the APMCs located in various places in Karnataka State as indicated in Annexure-VII or at any other location/s as directed by the company.

- 36.2. The Ticker display system supplied to one location may be transferred to new locations depending on the circumstances and in such cases the successful tenderer shall provide services to these Ticker display systems at the new locations without any additional charges to the company.
- 36.3. All expenses involved in collection, delivery, installation, testing of the Ticker display systems at the respective locations in the Karnataka State shall be borne by the selected tenderer.

ANNEXURE-I**Letter of affirmation**

(To be given in the letterhead of the Tenderer)

To

M/s. Rashtriya e Market Services Private Limited,
No.16, Karnataka State Agricultural Marketing Board,
2nd, Raj Bhavan Road,
Bengaluru-560001.

Sir,

It is hereby affirmed that we, M/s. (name of the Tenderer to be filled in) have not been declared ineligible by Government of India or any state government or any public sector undertaking of the Government of India or any state government and are not ineligible to participate in the tender for supply, installation and satisfactory testing of Ticker display System invited by you vide No. REMSL/ADM 03-05/2018-19 dated XX-02-2019

Yours sincerely,

Authorized signatory

ANNEXURE-II**Format for furnishing general information about the Tenderer**

(To be given in the letterhead of the Tenderer)

To

M/s. Rashtriya e Market Services Private Limited,
No.16, Karnataka State Agricultural Marketing Board Building,
2nd, Raj Bhavan Road,
Bengaluru-560001.

Sir,

We are herewith furnishing the following general information.

1	Name of the Tenderer	
2	Address for correspondence	
3	Name, address, telephone number and email of the contact person to who is authorized to sign the tender document and correspond with the company, in respect of this tender.	

Certified that, the above information furnished is true and correct to the best of our knowledge and belief.

Place:

Date:

Authorized signatory

ANNEXURE-III**Price Bid Guidelines**

The Bidder shall quote the prices in e-procurement portal of Government of Karnataka in accordance with the instructions indicated in the portal.

Sl. No.	Items	Qty. in Units
1	Ticker display system – Video wall	6

Note:

Bidders shall quote an all-inclusive price i.e. price inclusive of taxes, transportation and delivery to respective locations handling, installation, testing, insurance and all other expenses of installation and maintenance at the locations notified in Annexure-VII.

The all-inclusive price with taxes / duties shall be quoted by the bidders in the e-procurement portal of Government of Karnataka, duly specifying the name of taxes/ duties and percentages included in the price.

ANNEXURE-IV
1. Compliance to Technical Parameters: Ticker display system – Video wall

Sl. No.	Features	Specifications	Compliance Yes / No	Actual Specification
1	Physical	4 feet height and 6 feet length. Aluminum or MS powder coated cabinet. To be mounted on pole(s) around 15ft tall		
2	Type	Outdoor		
3	Color	RGB (16 Million colors)		
4	Pixel pitch	10mm		
5	Matrix	128 x 192 pixels		
6	Pixel density	10000		
7	LED type	SMD		
8	Color temperature / Brightness	4500K to 9000K		
9	Refresh frequency	Greater than 300HZ		
10	IP rating	Silicone Sealed IP65, weather proof		
11	Signal interface	LAN, USB or Wi-Fi or 3G/4G GSM interface		
12	Power	220 V 50HZ SMPS Modules		
13	Power Consumption	Maximum: 950W		
14	Working Temperature	0 to 55 Degree Celsius		
15	Humidity (RH)	Up to 90% Non-condensing		
16	Service	Back Serviceable		
17	Management system	Core-i3 7th gen or above/4GB RAM or above/1 TB HDD/windows 10 pro/ 18.5" LCD or above /keyboard /mouse		
18	Management software	Management software to be installed in computer for display control		
19	Visibility	Up to 120 meters		

ANNEXURE-V

The tenderer shall furnish turnover details of their company / firm during the financial year's FY 2016-17 and 2017-18 by enclosing copies of financials certified by chartered accountant.

Enclose the proof of certified financial statement.

Year	Turnover (Rs. In Lakhs)	Profit (Rs. in lakh)	Net worth (Rs. in lakh)
2016-17			
2017-18			

ANNEXURE – VI

Document	Number
PAN	
GST Registration	

Enclose the attested scan copies of the above documents.

ANNEXURE – VII

Sl. No.	APMC	Qty
1	Hubli	1
2	Gadag	1
3	Tumkur	1
4	Raichur	1
5	Bellary	1
6	Bangalore Head Office	1

ANNEXURE – VIII
(Agreement On Rs.100/- Stamp Paper)

AGREEMENT

THIS AGREEMENT is made on thisth day of 2019 at Bengaluru between **Rashtriya e Market Services Private Limited (CIN No. U01200KA2014PTC073119)**, a Company incorporated under the Companies Act, 1956 and having its registered office at No.16, 2nd floor, Karnataka State Agricultural Marketing Board building, 2nd Raj Bhavan Road, Bengaluru-560001, India (hereinafter referred to as “the Company or ReMS”) which expression shall unless repugnant to the context thereof, include its successors and assigns of the **FIRST PART**;

AND

..... (hereinafter referred to as ‘**Selected Tenderer**’), which expression shall, unless repugnant to the context thereof, include its successors and permitted assigns of the **SECOND PART**;

Both ReMS and the Selected Tenderer shall wherever the context so requires, be referred to individually as ‘Party’ and jointly as ‘Parties’.

WHEREAS

- i. The Company provides an electronic platform for e-tendering and auctioning of farmer produce in the regulated markets of the state, known as Unified Market Platform (UMP), which handles all operations of the regulated market including, e-tendering and auctioning of the produce for efficient price discovery, material accounting, trade fulfillment and online funds settlement and;
- ii. The Company invited bids for supply of Ticker display systems in selected Markets vide Tender notice No. REMSL/ADM 03-05/2018-19 dated .. / .. / and in response the tenderers submitted its bid through procurement portal of Government of Karnataka in accordance with the process and terms of the aforesaid tender document, the party in second part have been declared as the Selected Tenderer.

iii. In terms of the provisions of the aforesaid tender document the Selected Tenderer is required to enter into an agreement with the Company which the Parties hereby do.

NOW, THEREFORE, in consideration of the mutual agreements herein contained and other good and valuable consideration the receipt and sufficiency whereof hereby acknowledged, the Parties hereto agree as follows:

1. Definitions and interpretation:

1.1 In this Agreement, the following words and expression shall, except where the context otherwise requires, have the following meanings respectively:

- (i) **"Agreement"** shall mean this Agreement together with all its schedules, annexures and amendments from time to time and includes the tender document with amendments thereof after the pre-bid meeting, negotiation proceedings and related correspondences all form an integral part of this Agreement and shall be of full force and effect as though they were expressly set out in the body of the Agreement.
- (ii) **"Applicable Law"** means all applicable statutes, laws, ordinances, rules and regulations, including but not limited to, any license, permit or other governmental authorization or restriction as in force in India as on the date of this Agreement or thereafter and in each case as amended;
- (iii) **"Market or Markets"** shall have the meaning ascribed to it in the Karnataka Agricultural Produce Marketing (Regulation and Development) Act, 1966 and includes a main market yard, a market sub-yard and a sub-market yard.
- (iv) **"Tender document"** shall mean the tender document No. REMSL/ADM 03-05/2018-19 dated ../ ../ in response to which the selected tenderer offered their bid and was declared as the Selected Tenderer;

1.2 In this Agreement, unless the context otherwise requires:

- (i) The terms "hereof", "herein", "hereby", "hereto" and any derivative or similar words refer to this entire Agreement;
- (ii) The terms "section" "sub-section" and "schedule" refer to a section, sub-section or schedule of this Agreement;

- (iii) Headings, sub-headings and bold typeface are only for convenience and shall be ignored for the purposes of interpretation;
- (iv) Reference to any legislation or law or to any provision thereof shall include references to any such legislation or law as it may, after the date hereof, from time to time, be amended, supplemented or re-enacted, and any reference to a statutory provision shall include any subordinate legislation made from time to time under that provision;
- (v) Any term or expression used, but not defined herein, shall have the same meaning assigned thereto under Applicable Law;
- (vi) References to the word “include” or “including” shall be construed without limitation;

2. Ticker display System:

- 2.1 Ticker display system means including but not limited to be listed but needed as more specifically described vide as per clause 34
- 2.2 Any other peripheral which is essential for the functioning of Ticker display system.

3. Warranty:

- 3.1 Post supply warranty is an important aspect of the tender. Tenderer has to quote for competitive prices with warranty of 36 months period.
- 3.2 During the period of warranty, the Ticker Display Systems should function smoothly without any defect. In case of any defect, the supplier shall replace the defective Ticker display system or its peripheral with a new one immediately after receiving the communication from ReMS or APMC concerned about the defect/non-performance. The replacement shall take place within 5 days from the date of receipt of communication about the defective Ticker display system or its peripheral.
- 3.3 The replacement of the defective Ticker display system or its peripheral shall be free of all costs during the warranty period. In the case of newly replaced system in place of defective system, the warranty period of 36 months shall commence from the date of commissioning of the equipment shall be applicable from the date of commissioning of the replaced new equipment.
- 3.4 MTTR – Maximum time to repair or replacement should not exceed 5 days during the warranty period.

4. Delivery:

- 4.1 All the items shall be delivered, tested and installed satisfactorily without any additional cost at the respective locations indicated in the Annexure-VII of the tender within four weeks from the date of supply order.

5. Penalty for late delivery:

- 5.1 The selected tenderer shall strictly adhere to the delivery schedule. Any delay in the supply, satisfactory test and installation beyond the stipulated delivery schedule will attract penalty at the rate of 1% of the contract value for every week of delay or part thereof subject to a ceiling of 10% of the contract value including taxes.
- 5.2 In case the selected Tenderer has made partial supplies within stipulated delivery schedule, liquidated damages at 10% of cost of the quantity not supplied would be levied and recovered from the performance security or from any other payments due to the supplier.
- 5.3 As per clause number.:29.3 the supplier shall replace the defective Ticker display systems during the warranty period, within five days from the date of communication by the company. Delay in replacement of Ticker display system with a new Ticker display system with in the stipulated period mentioned herein would also attract penalty at the rate of 1% of the cost of the Ticker display system per week or part thereof.

6. Force Majeure:

- 6.1 Notwithstanding anything contained in this Agreement, neither Party shall be liable for any delay in performing its obligations hereunder if and to the extent that such delay is the result of an event of Force Majeure. For purposes of this Clause, "Force Majeure" means and includes wars, insurrections, revolution, fires, floods, epidemic, quarantine restrictions, declared general strikes in relevant industries, act of God, act of the Government of India and the State Government and such other acts or events beyond the control of the defaulting or delaying Party, intervening after the formation of the Agreement and impeding its reasonable performance.

7. Payment Terms:

- 7.1 Payment for the supply to the extent of 80% value of invoice will be made within 15 days after receipt of Ticker display systems in good condition, installation at notified

places, satisfactory testing and certified by the authorised officer of ReMS for successful commissioning of the Ticker display system.

7.2 The balance 20% value of invoice will be retained as performance security. The Performance Security of 20% will be released after expiry of the warranty period of 36 months.

7.3 Payment for partial supply will not be made.

8. Term of Agreement:

8.1 The Agreement shall come into force from the date written herein above and the Agreement shall remain in force and binding on the Parties for a period of three years from the date of commissioning of Ticker display system.

8.2 This Agreement may be terminated during its currency if both the Parties mutually agree in writing to terminate this Agreement.

8.3 The Company may, at its sole discretion terminate this Agreement by giving fifteen days' notice in writing to the Selected tenderer in the event of: -

- (a) unsatisfactory commissioning or poor quality of service provided by the Selected tenderer, including but not limited to as stated and if the performance of the Selected tenderer is not improved despite ten days' notice in writing by the Company;
- (b) failure to complete supply and commissioning of Ticker display system within stipulated time;
- (c) any information as submitted by the Selected tenderer at the time offering its bid in response to the tender document is found to be incorrect or false;
- (d) in the event of causes under (a); (b); (c) above, the Company would prefer damages at 10% of the value of the supply for breach of agreement conditions;
- (e) an event of Force Majeure has occurred and cannot be remedied by either party within a period of 15 days after its occurrence;
- (f) in case the selected tenderer fails to convey acceptance of award of work before the time limit prescribed in the letter of intent / Purchase order.
- (g) if after acceptance of the purchase order, the supplier fails to deliver the ordered items within the delivery schedule.

8.5 Notwithstanding anything to the contrary contained herein, in the event of breach or default of any of the terms and conditions committed by either party and such breaching Party fails to rectify the breach within 10 days, this Agreement may be terminated by the aggrieved/non-breaching Party by giving a notice of 15 days.

8.6 The expiry or earlier termination, howsoever occasioned, of this Agreement shall not affect any right/s and liability/ies accrued till the date of expiry or such termination.

9. General Covenants:

9.1 This Agreement is on a principal to principal basis and does not create and shall not be deemed to create any employer-employee or a principal-agent relationship between the Company and selected tenderer and/or its personnel/ representatives. The selected tenderer and/or its personnel/representatives shall not be entitled to, by act, word, deed or otherwise make any statement on behalf of the Company or in any manner bind the Company or hold out or represent that the selected tenderer is acting as an agent of the Company.

9.2 Neither Party shall assign or otherwise transfer the Agreement or any of its rights and obligations there under whether in whole or in part without the prior written consent of the other.

9.3 Unless otherwise stated expressly, this Agreement may be modified only by an instrument in writing duly executed by both the Parties.

9.4 No failure on the part of either Party hereto to exercise, and no delay on its part in exercising, any right or remedy under this Agreement will operate as a waiver thereof nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy, and the same shall not affect in any manner the effectiveness of any of the provisions of this Agreement.

9.5 If any term, clause or provision of this Agreement shall be judged to be invalid for any reason whatsoever, such invalidity shall not affect the validity or operation of any other term, clause or provision of this Agreement unless the invalidity of such term, clause or provision of the Agreement is such that it renders the very purpose of this agreement void in which case the entire agreement shall terminate.

9.6 All notices relating to this Agreement will be sent by registered post/speed post or delivered in person to the addresses specified at the beginning of this Agreement or to such other addresses as may be notified in writing by either party to the other. Notices will be deemed to have been received on proof of delivery or 4 days after being sent by registered post if earlier.

10. Disputes:

- 10.1 The selected tenderer and the Company shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the Agreement.
- 10.2 All disputes, differences or questions arising out of the Agreement including the interpretation of the terms herein or in regard to the obligations, failure or breach of any terms thereof by any of the parties and/or compensation/damages payable under the Agreement or of any matter whatsoever arising under the agreement which have not been settled, shall be resolved in accordance with the Clause 8.
- 10.3 In the event that any dispute is not settled through mutual discussion/consultation as above, such dispute shall be referred to arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or any statutory modification/amendment thereof to a sole arbitrator to be appointed by the Parties through mutual consent or by an order of the High Court. The decision or award given by the sole arbitrator shall be final and binding on the Parties hereto. Such arbitration shall be conducted in English language. The venue of arbitration shall be Bengaluru and all matters arising out of such arbitration shall be subject to the exclusive jurisdiction of courts in Bengaluru only.

11. Governing law:

- 11.1 This Agreement shall be construed and enforced in accordance with the laws of India and both parties agree to submit to the competent courts in Bengaluru.
- 11.2 This Agreement may be executed in two counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. At the trial of any matter arising under this Agreement, only one counterpart need to be produced.

12. Representation:

- 12.1 The selected tenderer represent that all the information submitted in the bid in response to the Tender Notice are correct and true.
- 12.2 Each Party represent that it is competent to sign and execute the Agreement through their authorized representative/s.

In witness whereof, the Parties hereto have signed this Agreement through their respective authorized representatives in the presence of witnesses on the date and place as stated first in this Agreement.

Signed and delivered by Rashtriya e Market Services Private Limited, the Company by its authorised representative

By:

Name:

Title:

**Signed and delivered by,
the selected tenderer by its authorised representative**

By:

Name:

Title:

Witnesses:

1.

2.

(With names and addresses)