Request for Proposal (RFP)

For

Selection of MPLS (Multipoint Label Switching) Service Provider for Installation and Commissioning of MPLS Links

Chhattisgarh *i*nfotech & biotech Promotion Society

(CH*i*PS)

State Data Centre Building, Near Police Control Room,
Civil Lines, Raipur, Chhattisgarh–492001
Tel.: +91-771-4014158
Email: ceochips@nic.in, Website: www.chips.gov.in

Due Date for Submission: 08/01/2015 at 03.00 Hrs

Notice Inviting Tender

No. 09/CEO/CHiPS/2015 Raipur, Dated 17/12/2015

Chhattisgarh infotech and biotech Promotion Society (CHiPS), the nodal agency of Department of Electronics &Information Technology, Government of Chhattisgarh in the state of Chhattisgarh invites proposals from reputed Service Providers of National and International repute (in sealed envelope), for "Selection of MPLS (Multi-Point Label Switching) Service Provider for Installation and Commissioning of MPLS Links" on behalf of Department of Electronics & Information Technology, as detailed in the Scope of Work in this RFP.

The document can be downloaded from the website www.chips.gov.in & www.cgstate.gov.in Response to this Request for Proposal (RFP) shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

Issuer

The Chief Executive Officer
Chhattisgarh infotech& Biotech Promotion Society, Raipur
State Data Centre Building, Near Police Control Room,
Civil Lines, Raipur,
Chhattisgarh–492001
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4066205
Email: ceochips@nic.in
Website: www.chips.gov.in &www.cgstate.gov.in

Address for Bid Submission and Correspondence

The Chief Executive Officer,
Chhattisgarh infotech& Biotech Promotion Society, Raipur
State Data Centre Building, Near Police Control Room,
Civil Lines, Raipur,
Chhattisgarh–492001
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4066205

DISCLAIMER

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Chhattisgarh infotech& Biotech Promotional Society Raipur, hereinafter referred to as CHiPS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

The purpose of this RFP document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This RFP document does not aim to hold all the information each Bidder may require. This RFP document may not be appropriate for all persons, and it is not possible for the CHiPS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this RFP document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice from appropriate sources.

CHiPS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of the RFP document.

CHiPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

FACT SHEET

1	**Tender No.**	No. 09/CEO/CHiPS/2015, Raipur, Dated 17/12/2015
2	Name of the Work	Selection of MPLS (Multi - Point Label Switching) Service Provider for Installation and Commissioning of MPLS Links
3	Name of the issuer of this tender	CEO, CHiPS
4	Date of issue of tender document	17/12/2015
5	Last Date for Submission of Bids	08/01/2015, 03:00 PM
6	Date of Opening of Pre-qualification Bids	08/01/2015, 03:30 PM
7	Date of Commercial Bid opening	To be informed later
8	Place of Submission & Opening of Bids	The CEO, CHiPS, State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh–492001 Information on the outer envelope should also include: < Name of the RFP > & ―DO NOT OPEN BEFORE <insert the date & time >
9	Address of Communication	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh–492001
10	Tender Fee	Rs.20,000/- in form of Demand Draft in favour of CEO, CHiPS payable at Raipur.
11	Earnest Money Deposit (EMD)	Rs. 15,00,000/- Either in form of Demand Draft or Bank Guarantee in favour of CEO, CHiPS payable at Raipur valid for a period of 180 days from date of bid submission.
12	Validity of Proposal	Proposal must remain valid 180 days after the submission date.
13	Bid Submission	Bidders must submit an **Original** and **One** additional copies of each proposal along with one number of non-editable CD

Note:

1. The date of the opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2. CHiPS reserve the right to change any schedule of bidding process. Please visit CHiPS website mentioned in document regularly for the same.
3. Proposals must be received not later than time & date and at venue mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

Executive Overview

The nodal agency and prime mover for propelling IT growth and implementation of IT plans in the state is CHiPS, a Registered Society promoted by the Government. The Chief Minister heads the High Powered Governing Council of CHiPS. It includes Minister for Finance & Commercial Taxes, Minister for Commerce & Industry, Minister for Education, Minister for Panchayat & Rural Development, Chief Secretary, eminent persons from IT industry and a representative from the Ministry of Information Technology in Government of India.

CHiPS is involved in implementation of some mega IT Projects like CHOiCE, e-District, e-Procurement, SWAN, GIS, etc. A professional approach is being adopted for the implementation of IT Projects using the services of e-governance experts and consultants from corporates and academia.

CGSWAN Project under e-Governance initiatives of Govt. of Chhattisgarh is the State-wide IT network that would provide the basic IT backbone for carrying voice, data and video traffic for all departments in the state which is necessary for effectively allowing Govt. services to be delivered from State Data Centre to customer premises locations. CHiPS has established CGSWAN PoPs at 151 locations (referred as Vertical PoPs) through Point-to-Point Leased Lines and VSAT connectivity. Now we are planning to convert all vertical links into MPLS Links to provide connectivity at all Vertical PoPs (151 locations).

It is with this background that Request for Proposal (RFP) is being invited. This Document covers the scope of work of the proposed project, and outlines the broad framework within which CHiPS invites Service Providers to submit their Proposals.

CHiPS reserves right to decide upon MPLS connectivity to one or more than one service provider.

This notice does not in any manner impose any legal obligations on CHiPS or confer any rights on any other party in respect of the contents herein. Any contractual obligations or rights shall always be subject to a final and binding written contract executed between CHiPS and the party claiming such contractual obligations or rights.

CHiPS has the sole discretion to accept or reject any of the submissions without assigning any reasons. Responses submitted through Agents / Intermediaries will not be considered.

ELIGIBILITY CRITERIA:

S No.	Description	Documents to be Submitted
1	The bidder should be a Registered Company in India under the Companies Act, 1956	Certificate of Incorporation
2	The Bidder should be a MPLS-VPN a having valid NLD and UASL (Unified Access Service License) license on own name for operations in MP/Chhattisgarh Region.	Copy of NLD and UASL license for MP/Chhattisgarh Region.
3	The Bidder should have a registered turnover of Rs. 30.00 Crores per financial year for the last Three financial years (FY 2012-2013, FY 2013-2014 & FY 2014-2015), (not inclusive of the turnover of associate companies) as per the audited accounts.	Copy of audited balance sheet for last three Financial Years.
4	The bidder should have been in MPLS-VPN business for the last five financial years and shall have independently executed similar Data connectivity.	The Bidder should submit copy work order copy minimum 5 year old or more.
5	The bidder should have experience of Three orders for MPLS – VPN of summing up value at least Rs.3 Crores in any PSU/Govt. /Public Sector Banks, during last Five financial years (FY 2010-2011, FY 2011-2012, FY 2012-2013, FY 2013-2014 & FY 2014-2015)	Agreement/ Order copies with ongoing/ Completion Certificate required
6	Bidder should have at least 100 MPLS POP (own infrastructure) with necessary network equipment) across country operational as on date.	Self-Declaration along with Address of PoPs on Company Letter Head duly signed by Authorized Signatory.
7	Bidder should have at least one MPLS PoP in Chhattisgarh State.	Self-Declaration along with Address of PoPs on Company Letter Head duly signed by Authorized Signatory.
8	The bidder should have minimum 75 location feasibility for providing MPLS connectivity from day 1 in the State of Chhattisgarh as per location provided in Annexure-IV.	The Valid document proof i.e. Municipal Corporation Registration / Approval, EMR Certificate, SACFA Clearance Certificate, Rent/Lease Agreement and Electricity Bill (atleast two months old).
9	The bidder should have valid Service Tax Registration Certificate, PAN.	Certificate Copy to be submitted
10	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.	A Self Declaration regarding Bidder Company not being bankrupt shall be submitted.

EVALUATION CRITERIA

1. EVALUATION PROCESS

a) CHiPS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.

b) The Proposal Evaluation Committee constituted by the CHiPS shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation by the Committee.

d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.

e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

f) Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

1.1 Tender Opening

The Proposals submitted up to date and time mentioned in this RFP document by Proposal evaluation committee authorized by CHiPS, in the presence of such of those Bidders or their representatives who may be present at the time of opening.

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 bonafide for attending the opening of the proposal.

1.2 Tender Validity

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

1.3 Tender Evaluation

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) Received without the Letter of Authorization (Power of Attorney)

c) Are found with suppression of details

d) With incomplete information, subjective, conditional offers and partial offers submitted

e) Submitted without the documents requested

f) Have non-compliance of any of the clauses stipulated in the RFP

g) With lesser validity period

ii) All responsive Bids will be considered for further processing as below.

Proposal evaluation Committee 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 defined in this RFP document. The decision of the Committee will be final in this regard.

a. The evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.

b. 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 the Bidder does not accept the correction of the errors, his proposal will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.

c. The CHiPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.

d. Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.

e. The proposal shall be opened in the presence of bidders' representatives who intend to attend at their cost. The bidders' representative who are present shall sign a register giving evidence of their attendance.

f. Proposal document shall be evaluated as per the following steps:

(i) **Preliminary Examination of Pre-qualification/ Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

(ii) **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based

on the parameters defined in the table below.

All supporting documents submitted in support of Eligibility should comply the following:-

a) Supporting document is to be submitted with both soft and hard copies in quality print.
b) Supporting documents should clearly indicate the value of the completed project and scope of work/ services should be clearly highlighted.
c) Completion certificate should clearly indicate the value and duration of the project.
d) In case of Bidder is having a Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
e) Incomplete order copy submitted by the bidder will not be considered for evaluation.
f) In case of projects where the order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

(iii) **PRICE BID EVALUATION**

Bidders who are qualified in Eligibility Criteria only will be called for Price Bid opening. The Price Bids will be opened in the presence of the authorized representative of the Bidders at CHiPS office, Raipur. Only authorized representatives of the bidders will be allowed to take part in the Price Bid opening. The Price evaluation will include all Duties and Taxes as given below.

a. In cases of discrepancy between the cost quoted in words and in figures, the amount mentioned in words will be considered.
b. In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;
c. In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
d. Price evaluation will be inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh state.
e. The Price Validity for all items should be valid for the Contract Period.

The lowest cost for overall price bid as per the above evaluation will be adjudged as L1. CHiPS will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the successful bidder.

Proposals will be evaluated as given below and the Bidders obtaining highest marks for their offering shall be declared as the Preferred Bidders. Upon

acceptance of the Price of the Most Preferred Bidder with or without further negotiations, CHiPS may declare the _Most Preferred Bidder as the Successful Bidder for the agreement.

INSTRUCTIONS TO THE BIDDERS

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 Implementation services required. 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 may be treated as contractually binding on the Bidders, on successful award of the assignment by the CHiPS on the basis of this RFP.

c) No commitment of any kind, contract or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the CHiPS. Any notification of preferred bidder status by the CHiPS shall not give rise to any enforceable rights by the Bidder. The CHiPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CHiPS.

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

Compliant Tenders / Completeness of Response

a) Bidders are advised to study all instructions, forms, terms, requirements and other Bidders are advised to study all instructions, forms, requirements, appendices and other information in the RFP documents carefully. Submission of the bid / proposal 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 Proposal non- compliant and the Proposal may be rejected. Bidders must:

i. Comply with all requirements as set out within this RFP.

ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP.

iii. Include all supporting documentations specified in this RFP

Key Requirements of the Bid

Right to Terminate the Process

a) CHiPS may terminate the RFP process at any time and without assigning any reason. CHiPS make 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 CHiPS. The bidder's participation in this process may result CHiPS selecting the bidder to engage towards execution of the contract.

RFP Document Fees

a) RFP document can be purchased at the address & dates provided in the Fact sheet by submitting a non-refundable bank demand draft of Rs. 20,000/- drawn in favor of the CEO, CHiPS payable at Raipur from any Nationalized/scheduled commercial banks.
b) The bidder may also download the RFP documents from the website www.chips.gov.in & www.cgstate.gov in. In such case, the demand draft of RFP document fees should be submitted along with the proposal. Proposals received without or with inadequate RFP Document fees shall be rejected.

Earnest Money Deposit (EMD)

a) Bidders shall submit, along with their Bids, EMD of Rs. Fifteen Lakhs (15 Lakhs) only, in the form of a Demand Draft OR Bank Guarantee (in the format specified in Annexure I issued by any nationalized/ Scheduled bank in favor of CEO CHiPS, payable at Raipur, and should be valid for 180 Days from the due date of the tender / RFP.
b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Appendix VI.
c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
d) The bid / proposal submitted without EMD, mentioned above, will be summarily rejected.
e) The EMD may be forfeited:
    i) If a bidder withdraws its bid during the period of bid validity.
    ii) In case of a successful bidder, if the bidder fails to sign the contract in accordance with this RFP.

Submission of Responses

a. The bidders should submit their responses as per the format given in this RFP

in the following manner

i. EMD and Bid Document Fees: Original DD/ Bank Guarantee for EMD and Original DD for Tender Document fees in **envelope .A**
ii. Eligibility Criteria (Techno Commercial Proposal) - (1 Original + 1 Copies + 1 CD) in **envelope B**.
iii. Financial Proposal - (1 Original) in **envelope C**.

b. The Response to EMD, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate sealed envelopes super-scribing ― "EMD", "Techno-Commercial Proposal" and "Financial Proposal" respectively. Each copy of each bid should also be marked as "Original" OR "Copy" as the case may be.

c. Please Note that Prices should not be indicated in the Technical Proposal but should only be indicated in the Commercial Proposal.

d. The three envelopes containing copies of EMD, Technical Proposal and Commercial Proposal should be put in another single sealed envelope clearly marked ―Response to RFP for < Name of the assignment > - < RFP Reference Number > and the wordings ―DO NOT OPEN BEFORE < Date and Time >.

e. The outer envelope, thus prepared should also indicate clearly the name, address, telephone number, E-mail ID and fax number of the bidder to enable the Bid to be returned unopened in case it is declared "Late".

f. 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.

g. The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialed by the person (or persons) who sign(s) the proposals.

h. All pages of the bid including the duplicate copies, shall be initialed and stamped by the person or persons who sign the bid.

i. In case of any discrepancy observed by CHiPS in the contents of the submitted original paper bid documents with respective copies, the information furnished on the original paper bid document will prevail over others.

j. A bidder must ensure that the information furnished by him in respective CDs is identical to that submitted by him in the original paper bid document. In case

of any discrepancy observed by CHiPS in the contents of the CDs and original paper bid documents, the information furnished on the original paper bid document will prevail over the soft copy.

Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure II mentioned in this RFP.

Preparation and Submission of Proposal

Proposal Preparation Costs

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 CHiPS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

CHiPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

Language

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

Late Bids

a) Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained and shall be returned unopened.
b) The bids submitted by telex/telegram/ fax/e-mail etc. shall not be considered. No correspondence will be entertained on this matter.
c) CHiPS shall not be responsible for any postal delay or non-receipt/ non-delivery of the documents. No further correspondence on the subject will be entertained.
d) CHiPS reserve the right to modify and amend any of the above-stipulated

condition/criterion depending upon project priorities vis-à-vis urgent commitments.

Prequalification and Technical Proposal

i. Prequalification/Eligibility Criteria:

Pre-qualification document as per **eligibility criteria specified above** along with the following documentations:

a. The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
b. Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last three financial years.
c. Reference list of major clients
d. Power-of-attorney granting the person signing the proposal the right to bind the bidder as the Constituted attorney of the Directorate.
e. A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.

ii. Commercial proposal

a. Proposal letter
b. Proposal particulars including priced Bill of Material (BOM) Bidders should enclose, with their offers, full details of services offered as well as their latest on-going /completed projects.

Modification and withdrawal of Bids

a. The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date prescribed for receipt of bids, by giving a written notice to the CHiPS.
b. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed.
c. The Bidders cannot withdraw the proposal in the interval between the last date for receipt of bids and the expiry of the proposal validity period specified in the Proposal. Such withdrawal may result in the forfeiture of its EMD from the Bidder.

Proposal Forms

a. Wherever a specific form is prescribed in the Proposal document, the

Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

b. For all other cases, the Bidder shall design a form to hold the required information.

c. CHiPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal Forms, packaging document or delivery challan.

Local Conditions

a. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

b. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CHiPS shall not entertain any request for clarification from the Bidder regarding such local conditions.

c. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CHiPS. Neither any change in the time schedule of the contract nor any financial adjustments arising thereof shall be permitted by the CHiPS on account of failure of the Bidder to know the local laws / conditions.

d. The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

Contacting the Chhattisgarh infotech & Biotech Promotional Society, Raipur

a. Any effort by a Bidder to influence the proposal evaluation, proposal

comparison or contract award decisions may result in the rejection of the proposal.

b. Bidder shall not approach CHiPS officers after office hours and/or outside CHiPS office premises, from the time of the proposal opening till the time the Contract is awarded.

Eligibility Criteria

The bidder shall meet the criteria for eligibility mentioned in the Tender document. The bidder must have registration certificate, registration under Labour Laws Contract Act, valid sales tax registration certificate and valid service tax registration certificate, whichever is applicable, for this Tender.

Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given on the Fact Sheet.

Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened. The Financial proposal would be opened in presence of technically shortlisted bidders. The Evaluation Committee or its authorized representative will open the tenders. Sequence of opening is as follows:

a. EMD Envelope
b. Techno- Commercial Proposals
c. Financial Proposals

Deciding Award of Contract

a. The CHiPS reserve the right to ask for a technical elaboration/clarification in form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial

Proposal. The Bidder shall furnish the required information to CHiPS and its appointed representative on the date asked for, at no cost to the CHiPS. The CHiPS may at its discretion, visit the office of the Bidder any time before the signing of the Agreement.

b. CHiPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. CHiPS shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.

c. The bidder‘s name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHiPS at the opening of bids.

d. CHiPS shall inform those Bidder whose proposals are accepted via issuance of Letter of Intent (LoI) in the duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by CHiPS.

e. After acceptance of LoI, Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS.

f. Special Condition for Awarding the Agreement:

   i. CHiPS will sign the Agreement with Successful Bidder for initially 3 years.

   ii. CHiPS may extend the Agreement for another 2 year period as per cost proposed in the price bid by the successful bidder.

Confidentiality

a. As used herein, the term ―Confidential Information means any information,

including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or 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. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

b. 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 what-so-ever.
c. At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
d. The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
e. The obligations of confidentiality under this section shall survive rejection of the contract for a period of three years.

Publicity

Any publicity by the bidder containing the name of CHiPS should be done only with the explicit written permission from CHiPS.

Execution of Agreement

After acknowledgement of the LoI by the selected bidder, a performance security of 10% of contract value has to deposit in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of The CEO, Chhattisgarh infotech& Biotech Promotional Society (CHiPS), Raipur, for a Period of Three years Three months and shall sign the Agreement within Twenty one days from the issue of the LoI.

Duration of the contract:

The CONTRACT shall initially valid for a period of Three Years from the date of signing of the Agreement. CHiPS may extend the Agreement for another two (2) year period with as mutually agreed by CHiPS & successful bidder.

Terms and Conditions: Applicable Post Award of Contract

Termination Clause

i) Right to Terminate the Process

CHiPS reserve the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances:-

a. The selected bidder commits a breach of any of the terms and conditions of the bid.
b. The bidder goes into liquidation, voluntarily or otherwise.
c. An attachment is levied or continues to be levied for a period of seven days upon the effects of the bid.
d. If the selected bidder fails to complete the assignment as per the timelines prescribed in the RFP and the extension if any allowed, it will be a breach of contract. The CHiPS reserve its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay.
e. If deductions on account of liquidated damages /Penalty exceeds more

than 10% of the total contract price.

f. In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHiPS reserve the right to procure the same or similar services from alternate sources at the risk, cost and the responsibility of the selected bidder.

g. After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHiPS reserve the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CHiPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

h. CHiPS reserve the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

Consequences of Termination

i. In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Bidder shall be obliged to comply with and take all available steps to minimize loss resulting from that termination/breach, and further allow the next successor Bidder to take over the obligations of the erstwhile Bidder in relation to the execution/continued execution of the scope of the Contract.

ii. Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be

available CHiPS under law or otherwise.

iii. The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

Liquidated Damages

i. Notwithstanding CHiPS s right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week‘s delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.

ii. CHiPS reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by CHiPS to the bidder. Liquidated damages will be calculated on a per week basis.

Acceptance Tests for Links

The selected bidder in the presence of the CHiPS authorized officials will conduct acceptance tests at the site. The test will involve performance testing of the Link. No additional charges shall be payable by the CHiPS for carrying out these acceptance tests.

Audit by Third Party

CHiPS at its discretion, may appoint third party for testing of links (like STQC, TPA etc.) auditing the activities of onsite services and operations of entire services provided to the CHiPS.

Penalty

a. The Bidder shall perform its obligations under the agreement entered into with the CHiPS, in a professional manner.

b. In the event of failure of maintaining the SLA, the penalty should be attracted of the cost of concerned services as per mentioned in SLA would be levied.

c. CHiPS may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is related to this contract

or otherwise.

d. If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the CHiPS has to take corrective actions to ensure functionality of its property, the CHiPS reserve the right to impose penalties, which may be equal to the cost it incurs or the loss it suffers for such failures.

- CHiPS may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of the Bidder.
- The CHiPS shall implement all penalty clauses after giving due notice to the bidder.
- If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the CHiPS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non- performance.

Dispute Resolution Mechanism

The Bidder and the CHiPS shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

a. The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.

b. The matter will be referred for negotiation between Officer nominated by CHiPS and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator, each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The Arbitration Notice should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of

the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

Notices

Notice or other communications given or required to be given under the contract shall be in writing and shall be faxed/emailed followed by hand-delivery with acknowledgement thereof, or transmitted by pre-paid registered post or courier. Any notice or other communication shall be deemed to have been validly given to date of delivery if hand delivered & if sent by registered post than on the expiry of seven days from the date of posting.

Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or CHiPS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

1. Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
2. Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
3. Terrorist attack, public unrest in work area provided either party shall, within 10 days from the occurrence of such a cause, notifies the other in writing of such causes. The bidder or CHiPS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by the parties and all obligations expressed quantitatively shall be calculated as on the date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

Failure to agree with the Terms and Conditions of the RFP

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

Service Levels

The purpose of Service Level Agreement (hereinafter referred to as SLA) is to clearly define the levels of services which shall be provided by the successful bidder to the CHiPS for the duration of this contract. The benefits of this SLA are too:

a. Trigger a process that applies to successful Bidder's and CHiPS when that service provided falls below an agreed upon threshold, or target level.

b. Makes explicit the performance expectations that CHiPS has from the Successful bidder.

The Successful bidder and CHiPS shall regularly review the performance of the services being provided by the Successful Bidder and the effectiveness of SLA.

Contract Performance Security

1. Within 21 days after the receipt of notification of award of the Contract from the CHiPS, the successful Bidder shall furnish Contract Performance Guarantee to the CHiPS, Raipur (CG), which shall be equal to 10% of Contract Value and shall be in the form of a Bank Guarantee Bond/DD from a Nationalized Bank in the Performa given here-in-after in this document valid for a period of 3 Years and 3 (Three) months.

2. The proceeds of the performance guarantees shall be payable to the Purchaser as compensation for any loss / penalties resulting from the Selected Bidder failure to complete its obligations under the contract.

3. The performance guarantee will be discharged by the purchaser and returned to the Selected Bidder within 60 days following the date of completion of the Selected Bidder performance obligations, including any warranty obligations under the Contract.

Statutory Requirements

During the tenure of this contract, nothing shall be done by the Selected Bidder in contravention of any law, act and/ or rules/regulations, thereunder or any amendment thereof governing inter-alia customs, stowaways, foreign exchange etc. and shall keep CHiPS indemnified in this regard.

Contract administration

a. Either party may appoint any individual / organization as its authorized representative through a written notice to the other party. Each Representative shall have the authority to:
   (a) Exercise all of the powers and functions of his/her Party under this contract, other than the power to amend this contract and ensure proper administration and performance of the terms hereof; and
   (b) Bind his or her Party in relation to any matter arising out of or in connection with this Contract.

b. The Selected Bidder shall be bound by all undertakings and representations made by the authorized representative of the Selected Bidder and any covenants stipulated hereunder, with respect to this contract, for and on their behalf.

c. For the purpose of execution or performance of the obligations under this Contract, the CHiPS representative would act as an interface with the nominated representative of the Selected Bidder. The Selected Bidder shall comply with any instructions that are given by the CHiPS representative during the course of this contract in relation to the performance of its obligations under the terms of this contract and the Tender.

d. A committee comprising of representatives from the CHiPS and the Selected Bidder shall meet on a quarterly basis to discuss any issues / bottlenecks being encountered. The Selected Bidder shall draw the minutes of these meetings and circulate to the CHiPS.

Right of Monitoring, Inspection and Periodic Audit

The CHiPS reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The CHiPS may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.

The CHiPS shall also have the right to conduct, either itself or through any other agency as it may deem fit, an audit to monitor the performance by the Selected

Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS/ any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may have, issue a notice of default.

Chhattisgarh infotech & Biotech Promotional Society's / (CHiPS) Obligations

The CHiPS representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

CHiPS shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagrams / plans and all specifications related to services required to be provided as part of the Scope of Work.

Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the CHiPS, out of the premises, without prior written permission from the CHiPS.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by CHiPS, whichever is earlier, return any and all information provided to the Selected Bidder by CHiPS, including any copies or reproductions, both hard copy and electronic.

Indemnity

The Selected Bidder shall execute and furnish to the CHiPS, a Deed of Indemnity in favor of the CHiPS, in a form and manner acceptable to the CHiPS, indemnifying CHiPS from and against any costs, loss, damages, expense, claims,

including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter-alia during and after the Contract period out of:

a. Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
b. Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.
c. The indemnity shall be to the extent of 100% of project cost in favor of the CHiPS.

Prices

Prices quoted must be firm and shall not be subject to any upward revision on any account what-so-ever throughout the period of 3 Years 3 Months. CHiPS however, reserve the right to review and negotiate the charges payable.

Special Conditions of Contract

Amendments of, and Supplements to, Clauses in the General Conditions of Contract.

Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

a. The Selected Bidder has failed to perform any instructions or directives issued by the CHiPS which it deems proper and necessary to execute the scope of work under the Contract, or
b. The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as the CHiPS may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by the CHiPS;
c. The Selected Bidder has failed to remedy a failure to perform its

obligations in accordance with the specifications issued by the CHiPS, despite being served with a default notice which laid down the specific deviance on the part of the Selected Bidder to comply with any stipulations or standards as laid down by the CHiPS; or

d. The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of the work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the CHiPS during the term of this Contract and which the CHiPS deems proper and necessary for the execution of the scope of work under this Contract;

e. The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract

f. There is a proceeding in bankruptcy, insolvency, winding up or there is an appointment of a receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.

g. The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.

Where there has been an occurrence of such defaults inter alia, as stated above, the CHiPS shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions and providing a notice of Sixty (30) days to enable such defaulting party to remedy the default committed.

Where despite the issuance of a default notice to the Selected Bidder by the CHiPS and the Selected Bidder fails to remedy the default to the satisfaction of the CHiPS, the CHiPS may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the CHiPS.

Liquidated Damages

Subject to clause for Force Majeure, if the bidder fails to complete the services under the project scope of work before the scheduled completion

date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHiPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).

In case it leads to termination, CHiPS shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty day notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS.

The CHiPS may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

Dispute Resolution

The CHiPS and the Selected Bidder shall make every effort to resolve amicably by direct informal negotiations, any disagreement or disputes, arising between them under or in connection with the Contract.

If even after thirty (30) days from the commencement of such direct informal negotiations, the CHiPS and the Selected Bidder are unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution to the formal mechanism specified in clauses below.

- In the case of a dispute or difference arising between the CHiPS and the Selected Bidder relating to any matter arising out of or connected with this Contract, such dispute or difference shall be referred to the award of the Arbitrator as indicated in this RFP. The award of the Arbitrator shall be final and binding on the parties.
- The Arbitration and Conciliation Act 1996, the rules there under and any statutory modification or re-enactments thereof, shall apply to the arbitration proceedings.
- The venue of arbitration shall be the Raipur, India.
- The CHiPS may terminate this contract, by giving a written notice of termination of minimum thirty days, to the Selected Bidder, if the Selected Bidder fails to comply with any decision reached consequent

upon arbitration proceedings pursuant to above Clause.

Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

Conflict of interest

The Bidder shall disclose to CHiPS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Bidder or the Bidders team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by the parties shall be written in English language only.

"No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against CHiPS, under or by virtue of or arising out of, the contract, nor shall CHiPS entertain or consider any such claim, if made by the Selected Bidder after it has signed a ―No claim‖ certificate in favour of CHiPS in such form as shall be required by it after the work is finally accepted.

Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the CHiPS first gives its written consent to the selected bidder.

Force Majeure

Force Majeure shall not include any events caused due to acts/omissions of such Party or result from a breach/contravention of any of the terms of the Contract, Proposal and/or the Tender. It shall also not include any default on the part of a party due to its negligence or failure to implement the stipulated/proposed precautions, as were required to be taken under the Contract.

The failure or occurrence of a delay in the performance of any of the obligations of either party shall constitute a Force Majeure event only where such failure or delay could not have reasonably been foreseen, or where despite the presence of adequate and stipulated safeguards the failure to perform obligations has occurred. In such an event, the affected party shall inform the other party in writing within five days of the occurrence of such event. The CHiPS will make the payments due for Services rendered till the occurrence of Force Majeure. However, any failure or lapse on the part of the Selected Bidder in performing any obligation as is necessary and proper, to negate the damage due to projected force majeure events or to mitigate the damage that may be caused due to the above mentioned events or the failure to provide adequate disaster management/recovery or any failure in setting up a contingency mechanism would not constitute force majeure, as set out above.

In case of a Force Majeure, all Parties will endeavor to agree on an alternate mode of performance in order to ensure the continuity of service and implementation of the obligations of a party under the Contract and to minimize any adverse consequences of Force Majeure.

Representations & Warranties on Agreement

In order to induce the CHiPS, Government of Chhattisgarh, Raipur, CG to enter into this Contract, the Selected Bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:

1) That the Selected Bidder is not involved in any major litigation or legal

proceedings, pending, existing, and potential or threatened, that may have an impact of affecting or compromising the performance or delivery of Services under this Contract.

2) That the representations and warranties made by the Selected Bidder in the proposal or will be made in this contract are and shall continue to remain true and fulfill all the requirements as are necessary for executing the obligations and responsibilities as laid down in the Contract and the Tender and unless the Govt. of Chhattisgarh specifies to the contrary, the Selected Bidder shall be bound by all the terms of the Proposal and the contract through the term of the contract.

3) That the Selected Bidder has the professional skills, personnel and resources/authorizations that are necessary for providing all such services as are necessary to fulfill the Scope of Work stipulated in the Tender and this Contract.

4) That there shall not be any privilege, claim or assertion made by a third party with respect to right or interest in, ownership, mortgage or disposal of any asset, property, movable or immovable as mentioned in any Intellectual Property Rights, licenses and permits.

5) That the Selected Bidder shall use such assets of the Govt. of Chhattisgarh as the Govt. of Chhattisgarh may permit for the sole purpose of execution of its obligations under the terms of the Proposal, Tender or this Contract. The Selected Bidder shall however, have no claim to any right, title, lien or other interest in any such property, and any possession of property for any duration whatsoever shall not create any right in equity or otherwise, merely by the fact of such use or possession during or after the term hereof.

6) That the Selected Bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep the Govt. of Chhattisgarh indemnified in relation thereto.

7) That the execution of the Services and the Scope of work herein are and shall be in accordance and in compliance with all applicable laws.

8) That all conditions precedent under the Contract has been satisfied.

9) That neither the execution and delivery by the Selected Bidder of the Contract nor the Selected Bidder's compliance with or performance of the terms and provisions of the Contract (i) will contravene any provision of any Applicable Law or any order, writ, injunction or decree of any court or Governmental Authority binding on the Selected Bidder, (ii) will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any Contract, Contract or instrument to which the Selected Bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or (iii) will violate any provision of the Memorandum and Articles of Association of the Selected Bidder.

10) That the Selected Bidder certifies that all registrations, recordings, filings and notarizations of the Contract and all payments of any tax or duty, including, without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Selected Bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Contract have been made.

11) That the Selected Bidder owns, has license to use or otherwise has the right to use, free of any pending or threatened liens or other security or other interests all its Intellectual Property Rights, which are required or desirable for the performance of its services under this contract and regarding the same the Selected Bidder does not, so far as the Selected Bidder is aware, in carrying on its business and operations, infringe any Intellectual Property Rights of any person. So far as the Selected Bidder is aware, none of the Intellectual Property Rights, owned or enjoyed by the Selected Bidder or which the Selected Bidder is licensed to use, which are material in the context of Selected Bidder's business and operations for the performance of this contract are being infringed nor, so far as the Selected Bidder is aware, is there any infringement or threatened infringement of those Intellectual Property Rights licensed or provided to the Selected Bidder by any person. All Intellectual Property Rights (owned by the Selected Bidder or which the Selected Bidder is licensed to use) required by the Selected Bidder for the performance of the contract are valid and subsisting. All actions (including registration, payment of all registration and renewal fees) required to maintain the same in full force and effect have been taken thereon and shall keep the Govt. of Chhattisgarh indemnified in relation thereto.

12) That time is the essence of the Contract and hence the Selected Bidder shall at all times maintain sufficient manpower, resources, and facilities, to provide the Services in a workmanlike manner on a timely basis.

13) That its security measures, policies and procedures are adequate to protect and maintain the confidentiality of the Confidential Information.

14) That in providing the Services, or deliverables or materials, neither Selected Bidder nor its agent, nor any of its employees, shall utilize information which may be considered confidential information of, or proprietary to, any prior employer or any other person or entity;

General

a. Relationship between the Parties

i) Nothing in the Contract constitutes any fiduciary relationship between the CHiPS and Selected Bidder/ Bidder's Team, or any relationship of employer, employee, principal and agent, or partnership, between the CHiPS and Selected Bidder.

ii) No Party has any authority to bind the other Party in any manner

whatsoever except as agreed under the terms of the Contract.

iii) CHiPS will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

b. No Assignment

The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CHiPS.

c. Survival

The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless CHiPS notifies the Selected Bidder of its release from those obligations.

d. Entire Contract

The terms and conditions laid down in the Tender and all annexes thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

e. Governing Law

This contract shall be governed in accordance with the laws of India.

f. Jurisdiction of Courts

The High Court of India in Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.

g. Compliance with Laws

The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.

h. Notices

a. A ―notice‖ means:

i) a notice; or

ii) A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as

follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To
The CEO,
Chhattisgarh infotech& Biotech Promotional Society,
Raipur SDC Building, Near Police Control Room,
Civil Lines Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4014158
Email: ceochips@nic.in

To Selected Bidder
at: Attn:
Address:
[Phone:]
[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be a notice to that Representative's Party.

i. Waiver

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

j. Modification

Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

k. TAXES

The Bidder shall pay service and other applicable taxes, if any,

imposed on the services under this contract.

l. Application

These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

Fraud and Corrupt Practices

i) Fraud and Corrupt Practices

a. The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the CHiPS shall reject a Proposal 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 practice (collectively the ―Prohibited Practices‖) in the Selection Process. In such an event, the CHiPS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, 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 Bidder s Proposal.

b. Without prejudice to the rights of the CHiPS under Clause above and the rights and remedies which the CHiPS may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, 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 LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by the CHiPS during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the CHiPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

II **"corrupt practice"** means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any

person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CHiPS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CHiPS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHiPS in relation to any matter concerning the Project;

"Fraudulent practice" means a misrepresentation 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 impair or harm, directly or indirectly, any persons or property to influence any person s participation or action in the Selection Process;

IV. ―Undesirable practice‖ means (i) establishing contact with any person connected with or employed or engaged by CHiPS 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.

Arbitration

CHiPS 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.

If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to The Director, Chhattisgarh infotech& Biotech Promotional Society, Raipur, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. The decision of the arbitrator shall be final and binding to all parties.

All Arbitration proceedings shall be held in Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

SCOPE OF THE WORK

The Short listed Service providers would be empaneled for following:

1. Installation and commissioning of Primary MPLS links across Chhattisgarh State up to block level. (Please refer Annexure – IV for list of locations and bandwidth requirement).
2. The MPLS link shall be terminated on the Router provided by CHiPS. The interface for termination shall be Ethernet.
3. The aggregated bandwidth of all PoPs MPLS bandwidth shall be terminated at CGSWAN State Headquarters, Civil Lines, Raipur and shall be provided on fibre.
4. The MPLS links shall be discovered in the NMS provided by the CHiPS. This NMS shall be used to monitor the SLA.
5. The MPLS links provided by the Bidder shall support IPv6 from day one.
6. The successful Bidder has to provide a toll-free number for lodging complaints for link rectification and issue ticket numbers.
7. The successful Bidder has to provide a SPOC for official communication who will be responsible to provide updates, attend review meetings, etc.
8. The payment shall be done link-wise and shall be applicable after issuance of Letter of Commissioning by CHiPS. The release of payments shall be done only after commissioning of all links specified in the work order.
9. The payment shall be released after audit of SLA for a respective quarter after adjusting penalties (if any) and hence, no advance shall be released.
10. If any Bidder requires site survey/feasibility, then the same has to be done at Bidder's own cost. CHiPS shall not liable for payment towards such activities.

For any clarifications (if any), please contact Additional Chief Executive Officer, CHiPS

PERFORMANCE BANK GUARANTEE

A Performance Bank guarantee (PBG) of amount @ 10% of the ordered value for the term of the order plus three months will be submitted. In case, the term of the initial order is extended, the period of PBG will be required to be suitably extended by bidder. The format of PBG is given at Annexure - I. In case of Supplier failing to perform its obligation under the contract, in whole or in part, consequent to the action, CHiPS will forfeit PBG.

TERMINATION FOR INSOLVENCY

CHiPS may at any time terminate the Purchase Order/ contract by giving written notice to the Supplier, without compensation to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to CHiPS.

LIMITATIONS OF LIABILITY

Notwithstanding any other provision of this RFP document, neither party shall be liable to the other party for any indirect, consequential, special, incidental or punitive damages, or for any lost profits of any kind or nature whatsoever, foreseeable or not, arising from its performance of its obligations under the RFP document, whether from negligence or otherwise. The limitation of such liability would be limited to the Contract Value.

SERVICE-LEVEL AGREEMENT AND PENALTY

Calculation of Uptime

'Uptime' refers to the availability of bandwidth across various segments. Uptime for each link shall be calculated based on the formula:

$$\text{Uptime (In percentage)} = \frac{100 \times [\{\text{Total Available time per Quarter}\} - \text{Downtime of a Link}]}{[\text{Total Available time per Quarter}]}$$

Note:

i. Total Available time per month = (12 hrs. * N days) – SLA Exclusion Time
ii. **N =** Number of calendar days in a Quarter
iii. Downtime of a link = Downtime of a particular link according to the Tier level
iv. SLA Exclusion Time – Scheduled downtime and Force Majeure Conditions as specified in this document
v. The uptime and downtime calculations will be measured for time between 08.00 Hrs to 20.00 Hrs.
vi. SLA Parameters:

	SHQ	DHQ	BHQ
Availability	99.5%	99%	98%
Latency	<60 ms		
Jitter	<20 ms		
Packet Loss	<2%		

PENALTY

	Service Parameters	**Penalty for service Degradation**		
1	Uptime	**SHQ**	**DHQ**	**BHQ**

		• No penalty: If the uptime in a quarter is 99.5% or more • If the uptime is less than 99.5% then for every 0.25% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied.	• No Penalty: If the uptime in a quarter is 99% or more • If the uptime is less than 99% then for every 0.25% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied.	• No Penalty: If the uptime in a quarter is 98% or more • If the uptime is less than 98% then for every 0.25% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied.
2	Through put	For every 10 hrs.in excess of 22 hrs.in a quarter a penalty of 1% of circuit per quarter shall be deducted.		
3	Latency, Packet loss and Jitter	If Bandwidth Provider fails to meet the SLA parameters for Latency/Packet loss/Jitter for continuous period of 30 minutes, then the CHiPS account shall be credited on pro-rata basis by a credit equal to 5 times the period.		
4	Delay in Link Commissioning	(A) Bidder will be eligible for payment only after commissioning of minimum links as per delivery schedule mentioned in the RFP and Quarterly payment will be start. (B) If commissioning of link is delayed beyond the delivery schedule then a penalty of 1% of total order value (Contract Value) will be levied for per week delay and is limited to maximum 10% of order value.		

Note: The penalty will be calculated on quarterly basis.

DELIVERY SCHEDULE

For L1 Bidder: -

a. Date of Issuance of PO : T_0
b. Commissioning of minimum 75 links : T_0 + 12 Weeks
c. Commissioning of Remaining links as per feasibility proposed in the Bid Document: T_0 + 16 Weeks

For L2/L3 Bidder: -

a. Date of Issuance of PO : T_0
b. Commissioning of minimum 15 links : T_0 + 12 Weeks
c. Commissioning of Remaining links as per feasibility proposed in the Bid Document: T_0 + 16 Weeks

PAYMENT TERMS

a. Payment shall be done on quarterly basis after audit of invoices and calculation of uptime for the quarter.
b. Payment shall be made after deduction of penalty, if any applicable.
c. Payment shall commence after issuance of Letter of Commissioning.
d. L1 Bidder will be eligible for payment only after commissioning of minimum 75 links mentioned in the work order issued.

e. L2/L3 Bidder will be eligible for payment only after commissioning of minimum 15 links mentioned in the work order issued.
f. Any upward revision in the prices are not allowed
g. Advance payment will not be allowed.

SELECTION CRITERIA

a. The bidders have to fill the Compliance Sheet (Annexure – II). Bidders' having feasibility at minimum 75 (out of 151) PoP locations as specified at Annexure - IV through own infrastructure will only be considered for Financial Bid Opening. If Bidder fails to prove feasibility from day 1 at minimum 75 locations through own infrastructure, then the Bid will be rejected and Financial Bid will not be opened.
b. The Bidder should provide proof for own PoP Feasible locations as per Annexure – II.
c. The period of empanelment would be for a period of 3 years and may be extended at sole discretion of CHiPS.

AWARD OF CONTRACT

1. The calculation for L1 will be done on basis of Total Overall Cost proposed by Bidder as per Financial Proposal submitted by the Bidder (Annexure – III)
2. The CHiPS may empaneled maximum 3 bidders (L1, L2 & L3) for providing MPLS connectivity.
3. **Placing of Work Order to L1 Bidder**
    a. After calculation of Total Overall L1 Cost, CHiPS may release the work order to L1 Bidder for its minimum 75 or feasible locations proposed by the Bidder.
4. **Placing of Work Order to L2/L3 Bidder**

   For placing of Work Order for Non-Feasible locations declared by L1 Bidder: -
    a) CHiPS may release work order to L2 and L3 Bidder for Non-Feasible sites by L1.
    b) If L2 and L3 Bidder provide feasibility of minimum 15 sites which are non-feasible by L1 Bidder, then only CHiPS will release work order to L2 or L3 Bidders.
    c) If L2 and L3 both are feasible for a location and fulfil condition 'b' then order will be placed to L2 Bidder.
5. CHiPS reserves the right to increase or decrease the number of DHQ and BHQ links during the contract period.
6. If any site is not feasible currently for providing MPLS connectivity, then whenever feasibility report will be submitted by L1/L2/L3 bidder during the contract period CHiPS may release the work order to respective bidder.

7. CHiPS reserves right to cancel the work order partially or fully in case of any deviations/false information as mentioned in the Compliance Sheet by respective Bidder.

ANNEXURE I – DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank)

This Deed of Guarantee executed at ———————— by ———————— (Name of the Bank) having its Head/Registered office at ———————————— (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 favour of The CEO of Chhattisgarh infotech Promotional Society, Raipur, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur (CG) (hereinafter called ―CEO, CHiPS Raipur‖ which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s_____ a company formed under_____(specify the applicable law) and having its registered office at_has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No._____dated / /2015 issued by CEO, CHiPS Raipur, and selected M/s_____(hereinafter referred to as the Bidder) for the Agreement by CEO, CHiPS Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the CEO, CHiPS Raipur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. /- (Rupees_____only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, ———— Bank hereby guarantee as follows:

1. The Bidder shall implement the Project, in accordance with the terms and subject to the conditions of the Agreement, and fulfil its obligations there under

2. We, the Guarantor, shall, without demur, pay to CEO, CHiPS Raipur an amount not exceeding Rs._____(Rupees_____only) within 7 (seven) days of receipt of a written demand therefore from CEO, CHiPS Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, CHiPS Raipur is disputed by the Bidder or not.

4. The Guarantee shall come into effect from_____(Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian

Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chhattisgarh infotech Promotional Society, Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from CEO, CHiPS Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, CHiPS Raipur.

5. In order to give effect to this Guarantee, CEO, CHiPS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, CHiPS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CEO, CHiPS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHiPS Raipur or any indulgence by CEO, CHiPS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.

7. The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under_____

In witness, whereof the Guarantor has set its hands hereunto on the day, month and year first here-in- above written.

Signed and Delivered by _____and authorized office.

Authorized Signatory_____Bank

ANNEXURE II – COMPLIANCE SHEET

S No.	PoP Name	PoP Address	Feasibility (YES/NO)	PoP Address of Bidder	Documentary Proof Attached

Note:

1. Bidders' nearest PoP should be within radius of 25 km from location where connectivity has to be provisioned.
2. Documentary Proof that can be provided as proof of nearest PoP are Municipal Corporation Registration / Approval, EMR Certificate, SACFA Clearance Certificate, Rent/Lease Agreement and Electricity Bill (at least two months old). Any other document apart from specified above will not be accepted.

Important Note for Submission of Proof:

1. Lease agreement shall be submitted along with the electricity bill.
2. If Electricity Bill is not in the name of the bidder then copy of Rent/Lease agreement shall be submitted.
3. If a Bidder submits Rent/Lease Agreement as a proof of PoP presence, then a copy of Electricity Bill not older than 3 months shall also be submitted.

ANNEXURE III – FINANCIAL PROPOSAL FORMAT

To be submitted in original along with the Proposals **(ENVELOP - C)**

Tender Document No.
To
The Chief Executive Officer,
SDC Building, Near Police
Control Room Civil Lines,
Raipur- 492001

Sir,

I/We hereby submit our Proposal for the **"Selection of MPLS (Multi-Point Label Switching) Service Provider for Installation and Commissioning of MPLS Links"** mentioned in the Tender document within the time specified and in accordance with the special Terms and Conditions as well as Scope of work. The rates are quoted in the prescribed format given below:

S No.	Type	Bandwidth	Unit (A)	Rate (B)	Tax (C)	Total Cost A*(B+C)
1	DHQ	10 Mbps	1			
2	BHQ	6 Mbps	1			

Calculation of Total Overall Cost: -

Total Overall Cost = [Total Cost of 1 DHQ location (Inclusive of Tax) * 26] + [Total Cost of 1 BHQ location (Inclusive of Tax)* 124]

Total Overall Cost =	(to be filled by the Bidder)

Please note the following:

1. All quoted prices should be **inclusive of all taxes and duties** prevailing on the date of proposal submission.
2. Since the price proposal is in INR, CHiPS shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.
3. Prices are valid for a period of 180 Days from date of submission of the Bid.
4. Other than what is given above, the bidder is expected to account for any other deliverable to make the implementation successful and will be considered for commercial evaluation.
5. CHiPS reserves the right to increase or decrease the no. DHQs/BHQs at the time of the Agreement or during the Contract Period.

Signature of the bidder with seal

ANNEXURE IV - List of locations and bandwidth requirement

S No.	District	Type	PoP Name	PoP Address	Bandwidth Required
1	Balod	DHQ	Balod	Janpad Panchayat	10 Mbps
2	Balod	BHQ	Dondi	Janpad Panchayat	6 Mbps
3	Balod	BHQ	Dondilohara	Janpad Panchayat	6 Mbps
4	Balod	BHQ	Gunderdehi	Janpad Panchayat	6 Mbps
5	Balod	BHQ	Gurur	Janpad Panchayat	6 Mbps
6	Balodabazar	DHQ	Balodabazar	Janpad Panchayat	10 Mbps
7	Balodabazar	BHQ	Bhatapara	Janpad Panchayat	6 Mbps
8	Balodabazar	BHQ	Bilaigarh	Janpad Panchayat	6 Mbps
9	Balodabazar	BHQ	Kasdol	Block Colony	6 Mbps
10	Balodabazar	BHQ	Palari	Janpad Panchayat	6 Mbps
11	Balodabazar	BHQ	Simga	Janpad Panchayat	6 Mbps
12	Balrampur	DHQ	Balrampur	Janpad Panchayat	10 Mbps
13	Balrampur	BHQ	Kusmi	Janpad Panchayat	6 Mbps
14	Balrampur	BHQ	Rajpur	Janpad Panchayat	6 Mbps
15	Balrampur	BHQ	Ramchandrapur	Janpad Panchayat	6 Mbps
16	Balrampur	BHQ	Shankargarh	Janpad Panchayat	6 Mbps
17	Balrampur	BHQ	Waidrafnagar	Janpad Panchayat	6 Mbps
18	Bemetara	DHQ	Bemetara	SP Office	10 Mbps
19	Bemetara	BHQ	Berla	Janpad Panchayat	6 Mbps
20	Bemetara	BHQ	Navagarh	Janpad Panchayat	6 Mbps
21	Bemetara	BHQ	Saja	Janpad Panchayat	6 Mbps
22	Bastar	DHQ	Jagdalpur	Collectorate	10 Mbps
23	Bastar	BHQ	Bakawand	Janpad Panchayat	6 Mbps
24	Bastar	BHQ	Bastanar	Janpad Panchayat	6 Mbps
25	Bastar	BHQ	Bastar	Janpad Panchayat	6 Mbps
26	Bastar	BHQ	Darbha	Janpad Panchayat	6 Mbps
27	Bastar	BHQ	Lohandigudha	Janpad Panchayat	6 Mbps
28	Bastar	BHQ	Tokapal	Janpad Panchayat	6 Mbps
29	Bijapur	DHQ	Bijapur	Collectorate	10 Mbps
30	Bijapur	BHQ	Bhiramgarh	Janpad Panchayat	6 Mbps
31	Bijapur	BHQ	Bhopalpattanam	Janpad Panchayat	6 Mbps
32	Bijapur	BHQ	awapalli / Usoor	Janpad Panchayat	6 Mbps
33	Bilaspur	DHQ	Bilaspur	Collectorate	10 Mbps
34	Bilaspur	BHQ	Bilha	Janpad Panchayat	6 Mbps
35	Bilaspur	BHQ	Gaurela	Janpad Panchayat	6 Mbps
36	Bilaspur	BHQ	Kota	Janpad Panchayat	6 Mbps
37	Bilaspur	BHQ	marwahi	Janpad Panchayat	6 Mbps

S No.	District	Type	PoP Name	PoP Address	Bandwidth Required
38	Bilaspur	BHQ	Masturi	Janpad Panchayat	6 Mbps
39	Bilaspur	BHQ	Pendra	Janpad Panchayat	6 Mbps
40	Bilaspur	BHQ	Takhatpur	Janpad Panchayat	6 Mbps
41	Dantewada	DHQ	Dantewada	Collectorate	10 Mbps
42	Dantewada	BHQ	Geedam	Janpad Panchayat	6 Mbps
43	Dantewada	BHQ	Katekalyan	Janpad Panchayat	6 Mbps
44	Dantewada	BHQ	Kuwakonda	Janpad Panchayat	6 Mbps
45	Dhamtari	DHQ	Dhamtari	Collectorate	10 Mbps
46	Dhamtari	BHQ	Kurud	Tehsil office	6 Mbps
47	Dhamtari	BHQ	Magarlod	Tehsil office	6 Mbps
48	Dhamtari	BHQ	Nagari	Tehsil office	6 Mbps
49	Durg	DHQ	Durg	Jila Panchayat	10 Mbps
50	Durg	BHQ	Bhilai	Nagar Nigam	6 Mbps
51	Durg	BHQ	Dhamdha	Janpad Panchayat	6 Mbps
52	Durg	BHQ	Patan	Janpad Panchayat	6 Mbps
53	Gariyabandh	DHQ	Gariyabandh	Janpad Panchayat	10 Mbps
54	Gariyabandh	BHQ	Chhura	Janpad Panchayat	6 Mbps
55	Gariyabandh	BHQ	Devbhog	Janpad Panchayat	6 Mbps
56	Gariyabandh	BHQ	Fingeshwer	Janpad Panchayat	6 Mbps
57	Gariyabandh	BHQ	Mainpur	Janpad Panchayat	6 Mbps
58	Janjgir-Champa	DHQ	Janjgir-Champa	Collectorate	10 Mbps
59	Janjgir-Champa	BHQ	Akaltara	Janpad Panchayat	6 Mbps
60	Janjgir-Champa	BHQ	Baloda	Janpad Panchayat	6 Mbps
61	Janjgir-Champa	BHQ	Bamhneedih	Janpad Panchayat	6 Mbps
62	Janjgir-Champa	BHQ	Dabhra	Janpad Panchayat	6 Mbps
63	Janjgir-Champa	BHQ	Jaijaipur	Janpad Panchayat	6 Mbps
64	Janjgir-Champa	BHQ	Malkharoda	Janpad Panchayat	6 Mbps
65	Janjgir-Champa	BHQ	Pamgarh	Janpad Panchayat	6 Mbps
66	Janjgir-Champa	BHQ	Sakti	Janpad Panchayat	6 Mbps
67	Jashpur	DHQ	Jashpur	Collectorate	10 Mbps
68	Jashpur	BHQ	Bagicha	Tehsil office	6 Mbps
69	Jashpur	BHQ	Duldula	Janpad Panchayat	6 Mbps
70	Jashpur	BHQ	Farasbahar	Janpad Panchayat	6 Mbps
71	Jashpur	BHQ	Kansabel	Janpad Panchayat	6 Mbps
72	Jashpur	BHQ	Kunkuri	Janpad Panchayat	6 Mbps
73	Jashpur	BHQ	Manora	Janpad Panchayat	6 Mbps
74	Jashpur	BHQ	Patthalgaon	Janpad Panchayat	6 Mbps
75	Kabirdham	DHQ	Kabirdham	Collectorate	10 Mbps
76	Kabirdham	BHQ	Bodla	Janpad Panchayat	6 Mbps

S No.	District	Type	PoP Name	PoP Address	Bandwidth Required
77	Kabirdham	BHQ	Pandariya	Janpad Panchayat	6 Mbps
78	Kabirdham	BHQ	Sahaspur-lohara	Janpad Panchayat	6 Mbps
79	Kanker	DHQ	Kanker	Collectorate	10 Mbps
80	Kanker	BHQ	Antagarh	Janpad Panchayat	6 Mbps
81	Kanker	BHQ	Bhanupratappur	Janpad Panchayat	6 Mbps
82	Kanker	BHQ	Charama	Janpad Panchayat	6 Mbps
83	Kanker	BHQ	Durgkondal	Janpad Panchayat	6 Mbps
84	Kanker	BHQ	Koyalibeda / Pakhanjur	Janpad Panchayat	6 Mbps
85	Kanker	BHQ	Narharpur	Janpad Panchayat	6 Mbps
86	Kondagoan	DHQ	Kondagoan	Collectorate	10 Mbps
87	Kondagoan	BHQ	Makadi	Janpad Panchayat	6 Mbps
88	Kondagoan	BHQ	Baderajpur	Janpad Panchayat	6 Mbps
89	Kondagoan	BHQ	Farasgoan	Janpad Panchayat	6 Mbps
90	Kondagoan	BHQ	Keshkal	Janpad Panchayat	6 Mbps
91	Korba	DHQ	Korba	Jila Panchayat	10 Mbps
92	Korba	BHQ	Kartala	Janpad Panchayat	6 Mbps
93	Korba	BHQ	Katghora	Janpad Panchayat	6 Mbps
94	Korba	BHQ	Pali	Janpad Panchayat	6 Mbps
95	Korba	BHQ	Podiuproda	Janpad Panchayat	6 Mbps
96	Korea	DHQ	Baikunthpur	Collectorate	10 Mbps
97	Korea	BHQ	Bharatpur	Janpad Panchayat	6 Mbps
98	Korea	BHQ	Khadgaon	Janpad Panchayat	6 Mbps
99	Korea	BHQ	Manendragarh	Janpad Panchayat	6 Mbps
100	Korea	BHQ	Sonhath	Janpad Panchayat	6 Mbps
101	Mahasamund	DHQ	Mahasamund	Collectorate	10 Mbps
102	Mahasamund	BHQ	Baghbahara	Janpad Panchayat	6 Mbps
103	Mahasamund	BHQ	Basna	Janpad Panchayat	6 Mbps
104	Mahasamund	BHQ	Pithora	Janpad Panchayat	6 Mbps
105	Mahasamund	BHQ	Saraipali	Janpad Panchayat	6 Mbps
106	Mungeli	DHQ	Mungeli	Collectorate	10 Mbps
107	Mungeli	BHQ	lormi	Janpad Panchayat	6 Mbps
108	Mungeli	BHQ	Patharia	Janpad Panchayat	6 Mbps
109	Narayanpur	DHQ	Narayanpur	Collectorate	10 Mbps
110	Narayanpur	BHQ	Orchha		6 Mbps
111	Raigarh	DHQ	Raigarh	Collectorate	10 Mbps
112	Raigarh	BHQ	Dharamjaigarh	Janpad Panchayat	6 Mbps
113	Raigarh	BHQ	Gharghoda	Janpad Panchayat	6 Mbps
114	Raigarh	BHQ	Kharsia	Janpad Panchayat	6 Mbps

S No.	District	Type	PoP Name	PoP Address	Bandwidth Required
115	Raigarh	BHQ	Lailunga	Janpad Panchayat	6 Mbps
116	Raigarh	BHQ	Pussore	Janpad Panchayat	6 Mbps
117	Raigarh	BHQ	Saranggarh	Janpad Panchayat	6 Mbps
118	Raigarh	BHQ	Baramkela	Tehsil office	6 Mbps
119	Raigarh	BHQ	Tamnar	Janpad Panchayat	6 Mbps
120	Raipur	SHQ	Raipur	CGSDC, Raipur	Total Aggregated Bandwidth of PoPs Feasible and Quoted by the Bidder
121	Raipur	BHQ	Abhanpur	New Narega (R.E Building.)	6 Mbps
122	Raipur	BHQ	Arang	Janpad Panchayat	6 Mbps
123	Raipur	BHQ	Dharsiva	Janpad Panchayat	6 Mbps
124	Raipur	BHQ	Naya Raipur	HOD Building	6 Mbps
125	Raipur	BHQ	Raipur	Jila Panchayat	6 Mbps
126	Raipur	BHQ	Tilda	Janpad Panchayat	6 Mbps
127	Rajnandgaon	DHQ	Rajnandgaon	Collectorate	10 Mbps
128	Rajnandgaon	BHQ	Chuikhadan	Janpad Panchayat	6 Mbps
129	Rajnandgaon	BHQ	Chawki	Janpad Panchayat	6 Mbps
130	Rajnandgaon	BHQ	Chhuria	Janpad Panchayat	6 Mbps
131	Rajnandgaon	BHQ	Dongargaon	Janpad Panchayat	6 Mbps
132	Rajnandgaon	BHQ	Dongargarh	Janpad Panchayat	6 Mbps
133	Rajnandgaon	BHQ	Khairagarh	SDM Office	6 Mbps
134	Rajnandgaon	BHQ	Manpur	Janpad Panchayat	6 Mbps
135	Rajnandgaon	BHQ	Mohla	Tehsil office	6 Mbps
136	Sarguja	DHQ	Ambikapur	Collectorate	10 Mbps
137	Sarguja	BHQ	Batoli	Janpad Panchayat	6 Mbps
138	Sarguja	BHQ	Lakhanapur	Janpad Panchayat	6 Mbps
139	Sarguja	BHQ	Lundra	Janpad Panchayat	6 Mbps
140	Sarguja	BHQ	Mainpat	Janpad Panchayat	6 Mbps
141	Sarguja	BHQ	Sitapur	Janpad Panchayat	6 Mbps
142	Sarguja	BHQ	Udaipur	Janpad Panchayat	6 Mbps
143	Sukma	DHQ	Sukma	Janpad Panchayat	10 Mbps
144	Sukma	BHQ	Konta	Janpad Panchayat	6 Mbps
145	Sukma	BHQ	Chindhgarh	Janpad Panchayat	6 Mbps
146	Surajpur	DHQ	Surajpur	Janpad Panchayat	10 Mbps
147	Surajpur	BHQ	Bhaiyathan	Janpad Panchayat	6 Mbps
148	Surajpur	BHQ	Odagi	Janpad Panchayat	6 Mbps
149	Surajpur	BHQ	Pratappur	Janpad Panchayat	6 Mbps
150	Surajpur	BHQ	Premnagar	Janpad Panchayat	6 Mbps
151	Surajpur	BHQ	Ramahnujnagar	Janpad Panchayat	6 Mbps

ANNEXURE V - PROPOSAL COVERING LETTER

(A copy to be enclosed with each part of the proposal)

Date:……..

To,

The CEO,

Chhattisgarh infotech& Biotech Promotional Society State Data Centre Building, Near Police Control Room, Civil Lines,
Raipur, Chhattisgarh–492001

Dear Sir,

We…….. (Name of the bidder) hereby submits our proposal in response to notice inviting tender date…….. and tender document no. …… …….. and confirm that:

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of the proposal, and
4. We are quoting for all the services mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. Chhattisgarh infotech& Biotech Promotional Society, Raipur may contact the following person for further Information regarding this tender:
   a. Name and full address of office, Contact No., Email ID, Company Name
   b. Name and full address of office, Contact No., Email ID, Company Name
7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents
   a. In soft format in the form of a CD/DVD clearly hyperlinking all the relevant scanned documents and highlighting relevant portions of the document for ease of evaluation. This is in addition to the paper documents in hard copy format to be submitted by the bidders and needs to be handed over along with bids.
   b. The hard copy format is also similarly indexed, flagged and highlighted at relevant places.

Yours sincerely,
Signature
Full name of signatory
Designation
Name of the bidder (firm, etc.)

ANNEXURE VI: FORMAT FOR POWER OF ATTORNEY

(To be provided in original as part of **Techno-Commercial Proposal (Envelope – B)** on stamp paper of value required under law duly signed by the bidder for the tender)

Dated:_____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we_____(name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr._(Name of the Person(s)), domiciled at_____(Address), acting as (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement **"Selection of MPLS (Multi-Point Label Switching) Service Provider for Installation and Commissioning of MPLS Links"** involving the deliverables as per agreement with CHiPS, vide Invitation for Tender (Tender Document No.) dated _____, issued by The CEO, Chhattisgarh infotech& Biotech Promotional Society Raipur, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh infotech& Biotech Promotional Society Raipur or any governmental authority, representing us in all matters before Chhattisgarh infotech& Biotech Promotional Society Raipur, and generally dealing with CHiPS in all matters in connection with our Proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

For ----------

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr._)

(Name, Title and Address of the Attorney)

Notes:

- To be executed by the Bidder
- The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
- Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE VII – BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

(To be provided in original as part of the Qualification Bid **(Envelope – B)** on stamp paper of value required under law duly signed by an authorized representative of the Bank)

This Deed of Guarantee executed at by_____/_____(Name of the Nationalized/ Scheduled Bank) having its Head / Registered office at_____, and having one of its branches at _____ Raipur (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 of Chief Executive Officer, Chhattisgarh infotech and biotech Promotion Society (CHiPS) Under Department of Information Technology and biotechnology, Government of Chhattisgarh, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh (hereinafter referred to as ―CHiPS‖) 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 Selection of Service Provider for providing **"Selection of MPLS (Multi-Point Label Switching) Service Provider for Installation and Commissioning of MPLS Links"** vide Invitation for Tender Document No_____dated__issued by CHiPS 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 CHiPS, the Bidder is required to furnish to CHiPS an unconditional and irrevocable Bank Guarantee for an amount of INR 15, 00, 000 (INR Fifteen Lakhs 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 fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay

forthwith to CHiPS an amount not exceeding INR 15,00,000.00 (INR Fifteen Lakh 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 CHiPS 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 CHiPS.

4. We……..Bank further agree that CHiPS shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of CHiPS in this regard shall be final and binding on us, notwithstanding any differences between CHiPS and the said Bidder and/or any dispute between CHiPS and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.

5. CHiPS 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 fulfilment 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 CHiPS and the bank shall not be released from its liability under these presents by any exercise by CHiPS 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 CHiPS or any indulgence by CHiPS 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 CHiPS 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 CHiPS 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 CHiPS in 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_____2015

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-VIII - DECLARATION FOR NOT BLACK LISTED

(To be provided in original as part of Techno-Commercial Proposal (Envelope – B))

Date.....

To,

CEO, CHiPS

SDC Building, Near Police
Control Room Opp. to New
Circuit House, Civil Lines
Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

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

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

ANNEXURE IX: PARTICULARS OF THE BIDDERS

(To be provided in original as part of **Techno-Commercial Proposal (Envelope – B)** duly signed by bidder for the tender)

S No.	Information Sought	Details to be Furnished
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
9	Details of Service Tax Registration, VAT, CST & TAN	

ANNEXURE X: PRE-CONTRACT INTEGRITY PACT

(To be provided in original as part of **Techno-Commercial Proposal (Envelope – B)**)

1. GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on .....day of the month..... 20..... between, the Government of Chhattisgarh acting through Shri..... (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s.....represented by Shri ..... (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

1.2. WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership firm, constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is a Ministry/Department of the Government, performing its function on behalf of the Government of Chhattisgarh.

2. OBJECTIVES

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

2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:-

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

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

3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means an illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:-

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

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material

or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

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

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

5. PREVIOUS TRANSGRESSION

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country

in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

6.EARNEST MONEY (SECURITY DEPOSIT)

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

(i) Bank Draft or a Pay Order in favour of.....
(ii) A confirmed guarantee by an Indian Nationalized Bank, promising payment of the guaranteed sum to the..... (TENDERING AUTHORITY) ..... on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the TENDERING AUTHORITY shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the RFP).

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

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

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

7. SANCTIONS FOR VIOLATIONS

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

(i) To immediately call off the pre contract negotiations without assigning any reason

or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

(ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.

(iii)To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv)To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.

(vi)To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.

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

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

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to

disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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

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

8. FALL CLAUSE

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

9. INDEPENDENT MONITORS

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

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

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

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

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

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

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

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

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 3 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of

this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

TENDERING AUTHORITY **BIDDER**

Name of the Officer Designation
Witness **Witness**
1).....

1).....

.....

2).....

2).....

.....