REQUEST FOR PROPOSAL (RFP)

For

Selection of Internet Service Provider for providing Internet Bandwidth for Raipur Location

CHhattisgarh infotech & biotech Promotion Society (CHiPS)

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

TABLE OF CONTENT

SHORT NOTICE INVITING TENDER 2
1. INTRODUCTION 3
2. SCHEDULE OF RFP 4
3. ELIGIBILITY CRITERIA 5
4. SCOPE OF WORK 6
5. BID SUBMISSION 9
6. INSTRUCTIONS TO BIDDERS 11
7. AWARDING CRITERIA FOR CONTRACT 11
8. GENERAL TERMS AND CONDITIONS OF THE BID 13
ANNEXURE-I 18
ANNEXURE-II 19
ANNEXURE-III 20
ANNEXURE-IV 22
ANNEXURE-V 23
ANNEXURE-VI 24

SHORT NOTICE INVITING TENDER

FOR

Selection of Internet Service Provider for providing Internet Bandwidth for Raipur Location

No. 05/CEO/CHiPS/SWAN/2014 Raipur, Dated 05/11/2014

Chhattisgarh infotech and biotech Promotion Society (CHiPS), the nodal agency of Department of Information Technology and biotechnology, Government of Chhattisgarh in the state of Chhattisgarh invites technical and financial proposals from Internet Service Provider(ISP) for providing Internet Bandwidth connectivity at Raipur location, as detailed in the Scope of Work in this Tender. The Selected Company would be provided point to point Bandwidth connectivity at Raipur location.

The document can be downloaded from the website www.chips.gov.in & www.cgstate.gov.in response to this tender 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. **The tender document cost of Rs. 5,000/- is to be submitted vide crossed demand draft on any Nationalized bank/ Scheduled Bank in favour of The CEO, Chhattisgarh infotech& Biotech Promotional Society, Raipur.**

1.1 **Issuer**

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

1.2 **Address for Bid Submission and Correspondence**

The CEO,
Chhattisgarh infotech & Biotech Promotional Society, Raipur
State Data Centre Building, Near Police Control Room,
Civil Lines, Raipur, Chhattisgarh–492001
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4014158

CHiPS reserve the right to accept or reject in part or full any or all the offers without assigning any reasons.

1. INTRODUCTION

ABOUT CHiPS

CHiPS, a Registered Society promoted by the Government of Chhattisgarh, is the nodal agency and prime mover for propelling IT growth and implementation of IT plans in the State. The Hon'ble 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, a representative from the Ministry of Information Technology in Government of India and eminent persons from IT industry.

CHiPS is involved as State Designated Agency (SDA) in NeGP MMP's implementation of some mega IT Projects like CHOiCE, e-Gram Suraj, Gyan Vinimay (e-classroom), e-Procurement, SDC, SWAN, Bhuiyan, GIS and CSCs. A professional approach is being adopted for the implementation of IT Projects using the services of e-governance experts and consultants from corporate and academia.

ABOUT THIS REQUEST FOR PROPOSAL (RFP)

CHiPS invites Tenders from Internet Service Provider(ISP) companies for providing Internet Bandwidth connectivity at Raipur location as per the Technical specification and Terms and condition given in this Tender document.

The Successful Bidder(s) should work closely with the Government of Chhattisgarh departments for providing point to point bandwidth at Raipur Location.

2. SCHEDULE OF RFP

1	**Tender No.**	**05/CEO/ CHiPS /SWAN /2014**
2	Scope of Work	Selection of Internet Service Provider(ISP) for providing Internet Bandwidth connectivity at Raipur location
3	Name of the tender issuer	CEO, **CHiPS**
4	Date of issue of tender document	Wednesday, 05/11/2014
5	Last Date for Submission of Bids	Tuesday, 18/11/2014 up to 03:00 PM
6	Date of Opening of Tech-commercial Bids	Tuesday, 18/11/2014 at 03:30 PM
7	Date of Commercial Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
8	Place of Submission & Opening of Bids	Office of **CHiPS**, SDC Building, Near Police Control room, Civil Lines Raipur, Chhattisgarh–492001
9	Address of Communication	Office of **CHiPS**, SDC Building, Near Police Control room, Civil Lines Raipur, Chhattisgarh–492001

3. ELIGIBILITY CRITERIA

The bidder should meet the following Eligibility Criteria and must submit documentary evidence in support of their claim for fulfilling the criteria and they should submit an undertaking on their letterheads to the fairness of these documents while submitting the bid. The bids received without the documentary evidence will be rejected outright.

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	A bidding firm should be a Indian corporation/ registered in India as per Indian Companies Act 1956. The bidder should be a leading telecom service provider having license experience in providing long distance services (NLD) in the country and UASL in the state of Chhattisgarh.	Bidder is required to submit self attested copy of both licenses.
2.	The Lead Bidder should have turnover of at least Rs. 50 Crore in last financial year. A copy of last financial years' relevant audited balance sheets should be submitted with the offer.	Annual Audited Financial Statements for FY13-14 or Annual report
3.	The Bidder should have executed atleast one point to point Optical Fiber Connectivity (OFC) in the State of Chhattisgarh.	Work Order/ Proof of executed order
7.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 1,00,000/- (Rs. One Lakh only) The EMD should be in the form of Demand Draft issued by a Nationalized/Scheduled Bank in the favor of CEO CHiPS.	Attach original Bank Draft

Note: Any kind of Consortium not allowed in this Bid.

4. SCOPE OF WORK

The scope of work necessarily, but not exclusively includes the following activities:-

1. CHiPS has established CG Sate Wide Network (CGSWAN) wherein, Points of Presence (PoPs) are being established at all District, Tehsil and Block Head Quarters of the State. M/s Tata Consultancy Service (TCS) is the BOOT Operator for establishment of CGSWAN and its Operation and Maintenance for a period of 5 years. The primary back bone for connectivity between these locations has been done through Point to Point leased circuits.

2. The following are the major scope of work under this tender
   a) Installation, commissioning and Providing 1 GBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity at State Data Centre Building through its own optic fiber network.
   b) Installation, commissioning and Providing 10 MBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber to CM House Building through its own optic fiber network.

   The last mile solution should be with redundancy of link at SDC and CM House Civil Lines and shortest path to International Gateway with least packet loss/latency <350 ms from any part of the globe. Service Level Agreement (SLA) should commit at least 99.5% service availability, including the last mile connectivity. The scope of the work includes supply, installation and commissioning of related hardware (such as mux, router, modem, 24 port switch, etc) and software for setting up Internet connection at the SDC and CM House Civil Lines. The scope of work also includes configuration of all related hardware

The proposed solution must meet the following technical specifications.

Specifications

1) The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 1 GBPS symmetric bandwidth without any compression factor through Optical Fiber at SDC.

2) The Internet connectivity leased line should have fully dedicated (1:1), unshared & High Quality 10 MBPS symmetric bandwidth without any compression factor through Optical Fiber at CM House.
3) The ISP should have direct peering (connectivity) with Tier 1 carriers to minimize numbers of hops and latency thereof, to international destinations.
4) The ISP should have Landing rights (Multiple international paths) in at least two international Gateways of India.

5) The ISP should have OWN NLD (National Long Distance) backbone. The Valid NLD license should be valid. (Attach copy of the NLD license)
6) The ISP should have centralized trouble ticketing tool for call logging, monitoring and troubleshooting purpose.
7) The ISP should have single number for all the call logging and status update.
8) The interface would be an Ethernet. Till that connectivity whatever equipments are required, those will be fully included in the Bidder's responsibility for the Bid. That is, the terminal equipment, for providing connectivity between router at CHiPS SDC end and ISP's gateway, shall be Bidder's responsibility.
9) The Bidder shall be responsible for providing Internet services on End-to-End basis to make the entire system working to provide sustained Internet bandwidth of not less than 10 Mbps. All the cost (if any) should be included in this BID. Implying that providing, installation & configuration of all hardware and software required for implementation of services shall be sole responsibility of the Bidder, up to the ethernet point provided to the CHiPS. Likewise, the operation and maintenance of the service shall also be on end-to-end basis.
10) The bidder should furnish a detailed network/ schematic diagram of total proposed solution showing connectivity from ISP's gateway Terminal Point to SDC and CM House Last Mile connection. The connectivity to CM House premises shall be through Optical Fiber Media only.
11) The bidder should submit technical literature explaining the proposed implementation diagram with the technical bid.
12) The bidder will also be responsible for any civil / electrical work etc. involved for completion of project.
13) End to end circuit management should be there.
14) Link would be delivered by the ISP, on **Optical fiber** (point-to-point) which is on the dedicated MUX.
15) 16 Static IPs should be allotted with interface bandwidth.
16) End-to-end visibility to monitor and control performance.
17) Multiple bandwidth 100% for dedicated Uncongested Bandwidth
18) SLA based service with Guaranteed Uptime, committed throughput, defined latencies and packet loss.
19) Symmetric connections : giving equal upload & download
20) Managed Services provided by ISP.
21) ISP should provide the optical fiber cable underground.
22) Service Provider should provide details of the proposed connectivity, viz., the name of the cable and landing points of the involved cable i.e. Network Diagrams of connectivity
23) The international connectivity must be on both Trans-Atlantic and Trans-Pacific routes (Attach Network layout diagram National/ International connectivity
24) The connectivity should be redundant on fibre with Ring architecture and should be terminating directly on Mux.
25) The bidder should have its own network operation centre.

Service Support

The bidder should provide support for trouble shooting on 24X 7 X 365 basis so that the maximum availability of the Internet connectivity is ensured.

Uptime
99.5% uptime on 24X 7 X 365 basis at SDC and CM House. Deduction shall be made from quarterly charges on pro-data basis for connectivity as per penalty clause during the quarter.
3

Service Performance
The following SLA parameters should be adhered to:
a) Packet Loss < 2%
b) Domestic Latency < 60 Millisecond during peak traffic hours
c) Circuit availability 99.5% (calculated on quarterly basis)

5. BID SUBMISSION

The following section outlines the steps to be used for submission and processing of bids:

1. The bid shall be submitted in three parts, the EMD, Tech-Commercial Bid & the Price Bid. Tech-Commercial Bid & the Price Bid shall be submitted in **1 Copy (Original, Copy, and Duplicate Copy with CD).**
   i) Earnest money Deposit (EMD): Bidder has to submit EMD of Rs. 1, 00,000/- (Rs. One Lakh only) in the form of Demand Draft from any nationalized/ scheduled bank. The EMD should be sealed in one envelope marked "EMD".
   ii) a. The Tech-commercial bid sealed in one envelope marked **"Tech-commercial Bid"** and shall contain technical details of the item(s) quoted and also provide full details of deviations, if any from the technical specification mentioned. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification quoted.
   b. The tech-commercial bid must contain -
      1. Authorized signatory certificate from the appropriate authority.
      2. Bid form as per **ANNEXURE-II** should be duly filled in, signed and complete in all respects.
      3. Commitment letter for service support from ISP as per **ANNEXURE-V.**
      4. The Technical information of the products being offered along with brochure/ data sheet etc.
      5. ISP License certificate from appropriate authority.
      6. Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to CHiPS).
      7. All other supporting document as per eligibility criteria mentioned in this RFP.
      8. Original tender documents with all pages duly signed and stamped.
      9. Valid Service Tax Certificate copy of bidder.
   iii) The Price bid shall be kept in one sealed envelope and Mark **"Price Bid"** as per format prescribed provided in **ANNEXURE-III** duly completed in all respects.
   iv) The three separate envelopes containing EMD, Tech–commercial bid and price bid should be sealed in **one envelope** and should be addressed as per tender schedule. The envelope should bear the name of bidder, along with the tender number and the date of opening of the tender.
2. The Financial bid of only technically short listed bidders would be opened in presence of the authorized representatives of the bidder
3. The language for bid submission is English.

4. All prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed offer form.
5. No bid can be modified subsequent to the deadline for submission.
6. The Bidders should note that Prices should not be indicated in the Tech-commercial and should be quoted only in the Price Bid. In case the prices are indicated in the Tech–commercial bid, the bid shall stand rejected.
7. EMD of amount Rs. 1,00,000/- (Rs. One Lakh only) shall be returned to unsuccessful bidder within 60 days after opening of Financial Bid and EMD of successful bidder will be returned after the submission of PBG and signing of Contract with CHiPS.
8. The Performance Bank Guarantee (PBG) as per **ANNEXURE-VI** amounting to 10% of the Awarded contract Value has to be submitted prior to signing of Contract. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder.
9. The Performance Bank Guarantee shall be valid for two years (2 years) period from signing of Contract.

6. INSTRUCTIONS TO BIDDERS

1. BID PRICE

a. The price schedule should include, the price of goods at the site including all duties, sales taxes and other levies if any.

b. Deviations from the specifications should be clearly brought out in the bid under technical compliance.

c. All prices should be in Indian National Rupee (INR) and foreign Bidders should comply with all the rules and regulation of RBI, Excise and Custom at their own cost.

2. EVALUATION OF BIDS

a. CHiPS will examine the bids to determine whether :

- They are complete.
- They are free from computational errors.
- Required sureties have been furnished.
- The documents have been properly signed.

b. Arithmetic errors will be rectified on the following basis: If there is a discrepancy between words and figures, the amount mentioned in words will prevail.

c. CHiPS may waive off any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such a waiving does not prejudice or affect the relative ranking of any bidder.

7. AWARDING CRITERIA FOR CONTRACT

a. **Suppression of facts and misleading information**

i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of CHiPS, CHiPS shall have the right to reject the Bid and if after selection, CHiPS would terminate the contract as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.

ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CHiPS shall have the right to seek the correct facts and figures or reject such Bids.

iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CHiPS may not consider such documents.

b. Tech-Commercial Bid Evaluation

The Bidders who have duly complied with the Eligibility Criteria will be eligible for further processing.

c. Price Bid Evaluation

Bidders who are qualified in Technical Bid (Envelope-B) 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 lowest cost for Overall Internet Connectivity Including Installation and recurring charges 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.

d. AWARD OF CONTRACT

i. Bidder should submit Performance Bank Guarantee (PBG) as per prescribed format in this RFP before signing the Contract valid for the period of two years.

ii. If bidder fails to deliver the order beyond the delivery schedule, **a grace period of 15 days will be allowed. However, a penalty as mentioned in service clause in this RFP will be imposed on the bidders availing grace period time (of 15 days). Further, CHiPS may reserve the right to cancel the order and terminate the contract for faulty Bidder.**

iii. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

8. GENERAL TERMS AND CONDITIONS OF THE BID

Note: Bidders must read these conditions carefully and comply strictly while submitting their bids.

1. **THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.

2. **THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and CHiPS in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.

3. **PROFESSIONAL EXCELLENCE AND ETHICS**. Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.

4. **CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.

5. **FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may make the award to the next lowest evaluated bidder or call for new bids.

6. **AMENDMENT/CANCELLATION**: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.

7. **RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.

8. **THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons for entering into the Contract.

9. **CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

10. **PERIOD OF VALIDITY.** Bids shall remain valid for **90** days after last date for bid submission prescribed by CHiPS which may be extended with mutual consent. A bid valid for a shorter period may be rejected by CHiPS as non-responsive.

11. **LATE BIDS**: Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.

12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, CHiPS will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and sign the Contract.

13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.

14. **ACCEPTANCE TESTING:** The Internet Connectivity will be tested by CHiPS or CHiPS nominated agency. The Bidder should make available a similar system, free of cost, as per the configuration quoted in technical bid.

15. **PROPRIETARY RIGHTS:** The Bidder shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.

16. **DELAYS IN THE PERFORMANCE OF BIDDER'S OBLIGATION:** Any delay by the Bidder in the performance of its delivery obligations shall render the Bidder liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the contract for default.

17. **PENALTY:**

Penalty on Installation: All the services should be running as per the schedule of delivery attached in the Annexure-IV from the date of placement of order by CHiPS, any delay will attract penalty of 0.5% of the undelivered project Value per week up to maximum of 10% and the penalty shall be deducted from final amount payable by CHiPS against the Order.

Penalty on SLA

No penalty: if the uptime in a quarter is 99.5% or more, no penalty will be levied on the quarterly bandwidth charges.

In the event of the uptime of the link being below 99.5%, for every 0.25% drop in the uptime percentage, a penalty of 0.25% of the quarterly bandwidth charges shall be levied.

18. PROFORMA OF BANK GUARANTEE (PBG): The Selected Bidder at his own expense shall deposit PBG to CHiPS Raipur, before signing of the contract. The PBG will be released after the two years of the signing of the contract subjected to successful completion of scope of work mentioned in the RFP.

19. LIQUIDATED DAMAGES: If the Bidder fails to deliver any or all the goods or perform the services within the time period specified in the contract, CHiPS shall without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, (Not by way of penalty) 2% per week and the penalty shall be deducted from final amount paid by CHiPS, CHiPS reserves the right to cancel the order in case the bidder will not deliver the equipment beyond 4 weeks after the delivery period.

20. TERMINATION FOR DEFAULT: CHiPS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate this contract in whole or in part.

a. If the Bidder fails to deliver any or all of the goods within the time period(s) specified in the contract.

b. If the Bidder fails to perform any other obligation (s) under the contract; or

c. If the Bidder, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the CHiPS may authorize in writing) after receipt of the default notice from CHiPS. In the event CHiPS terminate the contract.

21. FORCE MAJEURE

a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.

b. For purposes of this clause, "Force Majeure" means an event beyond the control of the Bidder and not foreseeable events may include, but are not restricted to, acts of

CHiPS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.

c. If a force majeure situation arises, the Bidder shall promptly notify to CHiPS in writing of such condition and the cause thereof. Unless otherwise directed by CHiPS in writing, the Bidder shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, CHiPS shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the Bidder in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

22. TERMINATION FOR INSOLVENCY: CHiPS may at any time cancel the Contract by giving written notice to the Bidder, if the Bidder becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CHiPS.

23. TERMINATION FOR CONVENIENCE: CHiPS, may by written notice sent to the Bidder, terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for CHiPS's convenience and the extent to which performance of work under the Contract is terminated and the date upon which such termination becomes effective.

24. RESOLUTION OF DISPUTES: CHiPS and the 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 days from the commencement of such informal negotiations CHiPS and the Bidder have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolution as per Arbitration and Conciliation Act, 1996.

25. APPLICABLE LAW: The contract shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deem to have made at the place in India from where the contract has been issued.

26. NOTICES: Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to CEO,

CHiPS, SDC Building, Civil Lines, Near Police Control Room, Raipur, Chhattisgarh– 492001 Fax:- 0771-4014158, Ph No. 0771-4014158

A notice shall be effective when delivered or on the notice's effective date whichever is later.

27. **TAXES & DUTIES:** The Bidder shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of colleges in the state of Chhattisgarh.

28. **DEFENCE OF SUITS:** If any action in court is brought against the CHiPS/ Consignee for failure or neglect on the part of the contractor to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen Bidder or employees, the contractor in all such cases shall indemnify and keep CHiPS harmless from all costs, damages, expenses or decrees arising out of such action.

29. **WARRANTY**: The Product quoted should be covered for one year comprehensive onsite warranty from date of final delivery and acceptance by respective colleges or end user.

30. **SPECIAL CONDITIONS OF BID**

1. **PAYMENT TERMS**

a) All payments will be made in INR only.

b) No advance will be paid or no letter of credit will be issued.

c) The payment will be subject to fulfillment of Services.

d) Payment Mile Stones

i) 95% on successful Installation and commissioning of OFC and hardware at respective location balance 5% after acceptance from user for desired output after deduction of applicable penalty.

ii) The bandwidth recurring charges will be paid on quarterly basis after providing successful services for previous quarter after deduction of applicable penalty.

e) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

ANNEXURE-I

TECHNICAL SPECIFICATION AND COMPLIANCE SHEET

SN	Description of Services	Specification provided by Bidder
1	Providing 1 GBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity at State Data Centre Building.	
2	Providing 10 MBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity to CM House Building.	

Note: If any Hardware required for implementing the Services should be submit in technical bid including Data sheet for the same

Dated _____ day of_____ 2014 Signature and Seal of the Bidder

ANNEXURE-II

BID FORM

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Near Police Control Room
Civil Lines
Raipur, Chhattisgarh– 492001
Fax:- 0771-4014158, Ph No. 0771-4014158

Sir,

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

We agree to abide by this bid for a period of 90 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated _____ day of_____ 2014

Signature and Seal of the Bidder

ANNEXURE-III

PRICE SCHEDULE

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Near Police Control Room
Civil Lines
Raipur, Chhattisgarh– 492001
Fax:- 0771-4014158, Ph No. 0771-4014158

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

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

SN	Description of Services	Qty. (Q)	Unit of Measurement	Per Unit Price	Tax Per Unit	Unit Prices Inclusive of All Taxes (UA)	Total Amount T=Q*UA
1	Installation Charges for Providing 1 GBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity at State Data Centre Building.	1	Lum Sump				
2	Installation Charges Providing 10 MBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity to CM House Building.	1	Lum Sump				
3	Monthly Recurring Charges for Providing 1 GBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity at State Data Centre Building.	24	Monthly				
4	Monthly Recurring Charges for Providing 10 MBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity to CM House Building.	24	Monthly				
	GRAND TOTAL IN WORDS						
	GRAND TOTAL IN FIGURES						

2. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of services required and our offer is to supply services strictly in accordance with the requirements and according to the terms mentioned in the bid.
3. Above rates are inclusive of all taxes and Rates are valid for a period of 2 years from signing date of Contract.
4. We will deliver the equipment/Schedule as per required schedule given at Annexure-IV based on the contract signing received from CHiPS

Note:-

a) The Bidders may prepare their bid form as per this Performa.
b) No change in the Performa is permissible.
c) No erasures or alterations in the text of the Bid are permitted. Any correction made in the Bid shall bear initial by the bidder.

Dated _____ 2014 (Signature and seal of bidder)

ANNEXURE-IV

DELIVERY SCHEDULE

S. No.	Description	Delivery Schedule
1	Installation & Commissioning for providing 1 GBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity at State Data Centre Building.	One Month from Date of signing the contract
2	Installation & Commissioning for Providing 10 MBPS (1:1) symmetric International Internet Bandwidth through Optical Fiber Connectivity to CM House Building.	One Month from Date of signing the contract

Dated _____ 2014 (Signature and seal of Bidder)

ANNEXURE-V

COMMITMENT LETTER FOR SUPPORT FROM INTERNET SERVICE PROVIDER (ISP)

Date .....

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Near Police Control Room
Civil Lines
Raipur, Chhattisgarh– 492001
Fax:- 0771-4014158, Ph No. 0771-4014158
Dear Sir,
Ref.: Tender No.

I / We ..... hereby commit & confirm the following:

a) The duration of the service support will be for a period of minimum two years (Providing Internet Connectivity) from the date of successful Installation.
b) The Service support will be provided onsite and will not be charged extra.
c) The Service support will be comprehensive hence no extra charge is to be paid for any Hardware failure.

Signature .....

Name .....

Designation .....

ANNEXURE-VI

PROFORMA OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act)

Bank Guarantee No. Date

Ref. :

To,

CEO, CHiPS

Office of CHiPS

SDC Building, Near Police Control Room
Civil Lines
Raipur, Chhattisgarh– 492001
Fax:- 0771-4014158, Ph No. 0771-4014158

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 favor of The 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 called "CHiPS" 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 Request For Proposal (RFP) No. _____ dated __/__/2014 issued by CHiPS, and selected M/s _____ (hereinafter referred to as Implementing Agency) for the Contract by CHiPS as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the CHiPS and Implementing Agency. The Contract requires the Implementing Agency to furnish an unconditional and irrevocable Bank Guarantee for an amount of 10% of Contract by way of security for guaranteeing the due and faithful compliance of its obligations under the Contract.

Whereas, the Implementing Agency 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 Implementing Agency shall deliver the requirement as per the Contract, in accordance with the terms and subject to the conditions of the Contract, and fulfill its obligations there under
2. We, the Guarantor, shall, without demur, pay to CHiPS an amount not exceeding **10% of Contract Value** within 7 (seven) days of receipt of a written demand therefore from CHiPS stating that the Empanelled Firm has failed to fulfill its obligations as stated in Clause 1 above.
3. The above payment shall be made by us without any reference to the Empanelled Firm or any other person and irrespective of whether the claim of the CHiPS is disputed by the Implementing Agency 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 CHiPS under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from CHiPS 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 CHiPS.
5. In order to give effect to this Guarantee CHiPS 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 CHiPS or by the extension of time of performance granted to the Implementing Agency or any postponement for any time of the power exercisable by CHiPS against the Implementing Agency or forebear or enforce any of the terms and conditions of the Contract 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 CHiPS or any indulgence by CHiPS to the Implementing Agency 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 hereinabove written.

Authorised Signatory(ies) _____Bank
Dated this …….. day of …….. at …….

Witness
(Signature)

Witness
(Signature)

Name …… (Banker's rubber stamp)
Official address) …….
(Name)
Designation with bank stamp ……
Note : The stamp is to be in the name of executing bank.