



REQUEST FOR PROPOSAL (RFP)

For

Supply and commissioning of Networking Equipment in the State of Chhattisgarh under upgradation of CGSWAN Project



CHhattisgarh infotech & biotech Promotion Society
(CHiPS)

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SHORT TITLES USED IN THE TENDER DOCUMENT

S. No	Abbreviations	Description
1.	APNIC	Asia Pacific Network Information Center
2.	AS	Autonomous System Number
3.	BGP	Boarder Gateway Protocol
4.	BHQ	Block Head Quarter
5.	BIDDER	Tender participant
7.	CHiPS	Chhattisgarh infotech & Biotech Promotional Society
8.	CGSWAN	Chhattisgarh State Wide Area Network
9.	CPE	Customer Premise Equipment
10.	CSU	Channel Service Unit
11.	CVBE	Commercial Value for Bid Evaluation
12.	DHQ	District Head Quarters
13.	DMZ	De Militarized Zone
14.	DNS	Domain Name Server
15.	DSU	Data Service Unit
16.	EGP	Exterior Gateway Protocol
17.	FWSM	Firewall Services Module
18.	GOI	Government Of India
19.	GoCG	Government of Chhattisgarh
20.	GO-LIVE	Handover from Existing SWAN Operator and start operation
20.	HDSL	High bit rate Digital Subscriber Line
21.	HTTP	Hypertext Transfer Protocol
22.	HQ	Head Quarter
23.	IMAP	Internet Message Access Protocol
24.	IP	Internet Protocol
25.	IPS	Intrusion Prevention System
26.	ISDN	Integrated Services Digital Network
27.	ISP	Internet Service Provider
28.	LOI	Letter of Intend to be issued to successful bidder
29.	Mbps	Mega Bits Per Seconds
30.	MCU	Multipoint Conferencing Unit
32.	CGSWAN	Chhattisgarh State Wide Area Network
33.	MZ	Militarized Zone
34.	NAT	Network Address Translation
35.	NeGP	National e-governance plan
36.	NIC	National Informatics Centre
37.	NIT	Notice Inviting Tenders
38.	NMC	Network Management Centre
39.	NMS	Network Management Server(State Head Quarter)
40.	NPBH	Non-Prime Business Hours
41.	OEM	Original Equipment Manufacturer
42.	OSPF	Open Shortest Path First Protocol
43.	PAT	Port Address Translation
44.	PBH	Prime Business Hours
45.	PoE	Power Over Ethernet
45.	POP	Point of Presence

46.	QGR	Quarterly Guaranteed Revenue	
47.	QoS	Quality of Service	
48.	RFP	Request for Proposal	
49.	SHQ	State Head Quarter	
50.	SNMP	Simple Network Management Protocol	
51.	SLA	Service Level Agreement	
52.	SWAN	State Wide Area Network	
53.	TPA	Third Party auditor	
54.	VoIP	Voice over IP	
55.	VC	Video Conferencing	
56.	WAN	Wide Area Network	

1. IMPORTANT NOTE & TENDER NOTICE:

CHiPS invite bids for supply and commissioning of Networking Equipment in the State of Chhattisgarh under upgradation of CGSWAN project. All bids should be addressed to:

CEO, CHiPS,
Office of CHiPS, SDC Building, Civil Lines,
2nd floor, Near Civil Lines Police Station, Raipur, Chhattisgarh– 492001.

Bids received after the due date will be rejected.

The document can be downloaded from the website <https://eproc.cgstate.gov.in> or www.chips.gov.in. The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the RFP document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself. The data sheet for all the components should be submitted by the Bidder for the scrutiny.

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

2. 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.

3. 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-Procurement, SDC, SWAN, Wi-Fi, Digital Secretariat, SLCM, 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)

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 reputed OEM/ Authorized representative of OEM for Networking Equipments through e-Procurement portal <https://eproc.cgstate.gov.in> to Provide **“Supply and commissioning of Networking Equipment under upgradation of CGSWAN project in Chhattisgarh”** as detailed in the Scope of Work in this RFP. The successful bidder will supply and commissioning of networking equipments as per requirement mentioned in this RFP and provide warranty support up to 3 years.

The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender 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 bidders.

4. FACT SHEET

1	Tender No.	2nd Call for 16/CEO/CHiPS/SWAN/UPGR/2016
2	Name of the tender issuer	CEO, CHiPS
3	Date of issue of tender document	01/10/2016
4	Last date for sending Pre Bid Query	06/10/2016
5	Pre Bid Meeting	Already conducted in 1 st Call and all responses incorporate in this Tender
6	Last Date for Submission of Bids	18/10/2016up to 03:00 PM
7	Physical submission of EMD (in the form of DD)	18/10/2016 from to 03:00 P.M.to 5:00PM
8	Date of Opening of Tech-commercial Bids	19/10/2016at 11:30 AM
9	Date of Commercial Bid opening	To be informed later
10	Address of Communication and place of bid opening	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
11	Cost of Tender Document	Rs 5,000 (Rs. Five Thousand only) through online transaction.
12	Earnest Money Deposit (EMD)and Physical submission of EMD(in the form of DD/BG)	Rs. 5, 00,000/- (Rupees One lakhs only). EMD may be submitted in Demand Draft in the name of CEO, CHiPS:- 1) Scan copy of DD should be uploaded in e-Procurement portal along with actual online bid submission. 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 7, Sr. no. 7). OR

		<p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <p>1) Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.</p> <p>2) Original copy of BG should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 7, Sr. no. 7).</p>
13	Validity of Proposal	Proposals must remain valid 180 days after the submission date.
14	Bid Submission	Bid submission will be online through https://eproc.cgstate.gov.in only.
15	Availability of Tender Document	Tender can be downloaded from https://eproc.cgstate.gov.in&www.chips.gov.in
16	Method of Selection	Lowest cost proposal

5. 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.	<p>Bidder should be from one of the top 5 OEM firms in terms of market share of Router and Switches Globally or in India in any quarter as per International Data Corporation (IDC) report for the year 2014-15 or 2015-2016</p> <p style="text-align: center;">OR</p> <p>Authorized representative of the top 5 OEM firms in terms of market share of Router and Switches Globally or in India in any quarter as per International Data Corporation (IDC) report for the year 2014-15 or 2015-2016</p>	Bidder is required to submit the document validating the same.
2.	Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the bidder.
4.	<p>The bidder should submit valid undertaking letter for Hardware and System Software from OEM confirming following:</p> <ol style="list-style-type: none"> 1. OEM Undertake that the support including spares, updates, patches, security patches, fixes, bug fixes, for the quoted products shall be available for minimum 1 year; 2. Confirm that the products meet the technical & functional requirements & Products quoted are latest version / specification and not the end of life. 	A letter of Undertaking by OEM should be submitted as per Annexure provided in this RFP
5.	OEM whose products have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free	Documentary proof for the same should be submitted by the OEM.

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	Number for TAC. OEM should have their own office in India manned with their own engineers.	
6.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 5,00,000/- (Rs. Five Lakh only) The EMD should be in the form of DD/Bank Guarantee (As per format prescribed in this RFP) issued by a Nationalized / Scheduled Bank in favor of CEO CHiPS.	<p>Rs. 5,00,000/- (Rupees five lakhs only).</p> <p>EMD may be submitted in Demand Draft in the name of CEO, CHiPS:- 1) Scan copy of DD should be uploaded e-Procurement portal along with actual online bid submission. 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 6, Sr. no. 9).</p> <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <p>1) Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.</p> <p>2) Original copy of BG should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 7, Sr. no. 7).</p>

Note:

1. If OEM will participate in this tender enquiry through their Authorized Representative, then OEM will issue the authorization letter on the name of their Authorized Representative for sales and service of the equipment up to period of 3 years from date of Successful installation.

2. The OEM/Authorized representative should quote of all the product from the same OEM.

6. SCOPE OF WORK

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

- a. The bidder should quote the following product/ items as per specification mentioned in the Annexure-1.

S. No	Item Name	Qty	Unit	Location	Refer Specification
1	District Router with installation, commissioning and warranty for 3 year period	9	Nos.	9 District Offices (DHQ's)	As per Specification provided in Annexure-1
2	DHQ LAN Switch with installation, commissioning and warranty for 3 year period	9	Nos.	9 District Offices (DHQ's)	As per Specification provided in Annexure-1
3	SHQ Core Switch with installation, commissioning and warranty for 3 year period	1	Nos.	1 Nos. at SHQ (Raipur)	As per Specification provided in Annexure-1

- b. The bidder should supply and installed the above equipment at DHQ's, & SHQ as per list mentioned in Annexure-IV and provide onsite warranty up to 3 year period.
- c. The all the quoted product should be from the same OEM.
- d. The successful bidder will supply and installed the equipments with in 60 days from placing of Work order from CHIPS.
- e. The successful bidder will coordinate with SWAN operator for installation of equipment and provide onsite support for equipment.
- f. Any authorized person from CHIPS / SWAN operator will place the call in OEM call centre for issue in equipments and successful bidder/ OEM will close the issue with in stipulated time frame mentioned in this RFP.
- g. Final Acceptance Test (FAT) will be done by CHIPS or CHIPS nominated agency as per specifications mentioned in this RFP.
- h. The successful bidder shall have to supply all necessary accessories along with the supplied goods, appropriate licenses, device drivers, user manual and documentation,

which may be required, whether mentioned or not mentioned in the tender, for successful acceptance and delivery of the quoted equipment to CHIPS.

- i. The bidders are expected to accept all technical/commercial terms & conditions mentioned in the RFP document. Any deviations in the terms and conditions should be clearly mentioned CHIPS however, reserves the right to reject any or all of the offers with deviation.
- j. Bidder will provide 3 years onsite warranty support from date of FAT and arrange to repair / replace the defective device within 72 hours of placing a call.

6. BID SUBMISSION

6.1 General

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidders must form their own Conclusions about the consulting services required. Bidders and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
- 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 TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the 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 TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.
- e) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document download along with this tender for bidding process (Annexure - XI).

6.2 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 TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER 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 TENDER.
 - ii. Include all supporting documentations specified in this TENDER

6.3 Pre-Bid Meeting & Clarifications

Bidders Queries

- a) CHiPS shall hold a pre-bid meeting with the prospective bidders on Date & time and Address mentioned in Fact Sheet of this document.
- b) The two (2) authorized representative of interested organization may attend pre-bid conference at their own cost after giving prior intimation to CEO, CHiPS.
- c) Pre-bid queries of only those bidders will be responded who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to CHiPS by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
- f) The queries should necessarily be submitted in the following format:

S. No.	TENDER Document Reference(s) (Section & Page Number(s))	Content of TENDER requiring Clarification(s)	Points of Clarification
1.			
2.			
3.			
4.			
5.			
6.			

- g) CHiPS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CHiPS.
- h) Bidders must confirm their participation in advance.

The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the 'CHiPS' reserves the right to hold or re-schedule the Pre-Bid meeting.

6.4 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Officer notified by the CEO, CHiPS will endeavour to provide timely response to the queries. However, CHiPS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CHiPS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, CHiPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the CHiPS website www.chips.gov.in and <https://eproc.cgstate.gov.in>.
- d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHiPS may, at its discretion, extend the last date for the receipt of Proposals.

6.5 Key Requirements of the Bid

Right to Terminate the Process

- a) CHiPS may terminate the TENDER process at any time and without assigning any reason. CHiPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This TENDER 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.

6.6 TENDER processing Fees

Bidder needs to pay INR 5,000 to for document processing through <https://eproc.cgstate.gov.in> during bid submission.

6.7 Earnest Money Deposit (EMD)

- a) EMD needs to be submitted in Demand Draft/ BG in the name of CEO, CHiPS.:-
 - 1) Scan copy of DD should be uploaded e- Procurement portal along with actual online bid submission.
 - 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 6, Sr. no. 9). OR EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank

OR

EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank

1. Scan copy of BG should be upLoIded in e-Procurement portal along with actual online bid submission.
 2. Original copy of BG should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 6, Sr. no. 9)
- b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful.
- c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The EMD may be forfeited:
- If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

6.8 Submission of Responses

- a) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document downloads along with this tender for bidding submission process.

6.9 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 mentioned in this TENDER.

6.10 Preparation and Submission of Proposal

Proposal Preparation Costs

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER 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.

6.11 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 English language is to be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

6.12 Evaluation process

- a) CHiPS will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the CHiPS shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Tender 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 his TENDER.

6.13 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence may not be required however participating bidders' authorized representatives can mark attendance online during bid opening.

6.14 Tender Validity

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

6.15 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 TENDER 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 in the checklist
 - f) Have non-compliance of any of the clauses stipulated in the TENDER
 - g) With lesser validity period.
- ii) All responsive Bids will be considered for further processing as below.

Tender 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 define in this TENDER document. The decision of the Committee will be final in this regard.

- a) 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) The CHiPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c) 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.
- d) Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance

Proposal document shall be evaluated as per the following steps.

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 (Envelope- A), Tech-Commercial Bid (Envelope-B) & the Price Bid. Tech-Commercial Bid (Envelope-C) shall be submitted in e-Procurement Portal.
 - i) Earnest money Deposit (EMD)- Envelope-A: Bidder has to submit EMD of Rs. 5,00,000/- (Rs. Five Lakh only) in the form of DD/Bank Guarantee from any

nationalized/ scheduled bank. The EMD should be sealed in one envelope marked “EMD”.

- ii) a. The Tech-commercial bid- Envelope-B in e-Procurement portal 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 fill-up the format given in **ANNEXURE-I**. No alternation / modification in the format shall be permitted. Make/ Model of the equipment quoted should be clearly specified. 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 the OEM as per **ANNEXURE-V**.
4. The Technical information of the products being offered along with brochure/ data sheet etc.
5. Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to CHIPS).
6. All other supporting document as per eligibility criteria mentioned in this RFP.
7. Original tender documents with all pages duly signed and stamped.
8. Valid VAT/CST Certificate copy of bidder.

- iii) The Price bid shall be filled in e-Procurement portal as per format prescribed provided in **ANNEXURE-III** duly completed in all respects.

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. No bid can be modified subsequent to the deadline for submission.
5. The Bidders should note that Prices should not be indicated in the Tech-commercial and should be quoted only in the e-Procurement portal. In case the prices are indicated in the Tech-commercial bid, the bid shall stand rejected.

6. EMD of amount Rs. 5,00,000/- (Rs. Ten 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 releasing of work order from CHiPS.
7. The Performance Bank Guarantee (PBG) as per **ANNEXURE-VI** amounting to 10% of the work order has to be submitted prior to releasing of Work Order. All charges whatsoever such as premium; commission etc with respect to the Performance bank guarantee shall be borne by the selected Bidder.
8. The Performance Bank Guarantee shall be valid for Three years (3 years) 3 months from releasing of Work Order from CHiPS.

7. 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.

8. AWARDING CRITERIA FOR WORK ORDER

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 CH^{IPS}, CH^{IPS} shall have the right to reject the Bid and if after selection, CH^{IPS} would terminate the work order 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, CH^{IPS} 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, CH^{IPS} may not consider such documents.
- iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

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

- i. Bidders who are qualified in Tech- Commercial Bid (Envelope-B) only will be called for Price Bid opening. The Price Bids will be opened in the presence of the Bidders at CH^{IPS}. The Bidders or their authorized representatives will be

- allowed to take part in the Price Bid opening.
- ii. The Price evaluation will include all Duties and Taxes as given below.
 - i) In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.
 - ii) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;
 - iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
 - iv) In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of Chhattisgarh, the sales tax shall be included for the evaluation of the price; and
 - v) Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh,
 - iii. The lowest cost for all the equipment as per the above evaluation will be declared 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.
 - iv. CHiPS may negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price.

d. AWARD OF CONTRACT

- i. Bidder should submit Performance Bank Guarantee (PBG) as per prescribed format in this RFP before releasing the work order valid for the period of Three years Three Months.
- ii. After submission of PBG CHiPS will issue Purchase Order to successful bidder and this RFP is the part of purchase order issued to successful bidder
- iii. 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.**
- iv. No dispute can be raised by any Bidder whose bid has been rejected and no claims will be entertained or paid on this account.

e. CHiPS reserves the right to

- i. Negotiate with the Bidder whose offer is the lowest evaluated price for further reduction of prices.
- ii. Insist on quality/specification of materials to be supplied.

9. 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.
- 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 **180** 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 CHiPS will release the work order for the same.
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 equipment will be tested by CHiPS or CHiPS nominated agency.
15. **PROPRIETARY RIGHTS:** The supplier 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 SUPPLIER'S OBLIGATION:** Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default.
17. **PENALTY:**
 - a) On delivery and Installation of Equipment:** All the items should be delivered & installed with in 60 days as per list provided in Annexure-IV from the date of placement of Work order by CHiPS, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by CHiPS against the Work Order.
 - b) During Warranty Period:** The successful bidder should replace/ repair the faulty equipment's with in 72 hours from placing the call by CHiPS/SWAN operator. If bidders fail to repair/replace the faulty equipments will attract penalty Rs. 500 per day per equipment and Maximum of 25% for quarterly payment.
18. **PROFORMA OF BANK GUARANTEE (PBG):** The Selected Bidder at his own expense shall deposit PBG to CHiPS Raipur, before releasing the Work Order. The PBG will be released after the three years three months (3 years & 3 months) of the

work order subjected to successful completion of scope of work mentioned in the RFP.

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

- a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
- b. If the supplier fails to perform any other obligation (s) under the contract; or
- c. If the supplier, 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.

20. 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 supplier 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 supplier shall promptly notify to CHIPS in writing of such condition and the cause thereof. Unless otherwise directed by CHIPS in writing, the supplier 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 supplier 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.

21. APPLICABLE LAW: The work order 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.

22. 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, 02nd floor, Near Civil Lines Police Station, Raipur, Chhattisgarh-492001 Fax:- 0771-4066205, Ph No. 0771-4014158

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

23. TAXES & DUTIES: The supplier 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.

Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.

24. DEFENCE OF SUITS: If any action in court is brought against the CHiPS/ Consignee for failure or neglect on the part of the bidder 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 supplier 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.

25. WARRANTY: The Product quoted should be covered for Three year comprehensive onsite warranty from date of final delivery and acceptance by CHiPS / CHiPS nominated testing agency.

26. INSURANCE: The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by the Successful Bidder till delivery and acceptance by the authorized person.

27. 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) 88% of the order value of work order on supply Installation and commissioning of all components
- d) 1% of the order value per **QGR** in total 12 equal instalments after successful installation and commissioning of all equipments.
- e) The payment will be subject to fulfillment of warranty obligations.
- f) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the

same.

- g) 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.
- h) Payment shall be made within 30 days of the submission of invoices.

ANNEXURE-I

TECHNICAL SPECIFICATION AND COMPLIANCE SHEET

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal
(Envelop B Online))

Technical Specifications of Component

Minimum Requirement:

- The Bidder/OEM Should provide Router and Switches from top 5 OEM as per IDC report in last 2 years (After 01/04/2014) in any quarter. The bidder should submit the IDC certificate for the same.
- The router/switch should be IPV6 compliant from day 1.
- The router/switch should be EAL 3/ NDPP certified. The bidder should submit the proof for the same.

S. No.	Item Details	Item Specifications	Technical Specification provided By Bidder	Compliance Yes/No
1	District Router	Hardware Architecture		
		Multiple services (Data, voice, video), Should support IP, MPLS etc. Modular Chassis (Minimum Four slots), Fast reboot for minimum network downtime, Power supply for 230 V AC 50 Hz with Redundant power supply.		
		Interface / Slots		
		Gigabit Ethernet Ports 4 x 10/100/1000Mbps, 2 x 1000Base- SX/LX.		
		Console port 1 and two free slots for future expansion.		
		Memory		
		Adequate memory to support all OS features. A minimum of 4 GB DRAM and should future scalability		
		Minimum 2 GB of flash memory and future scalable		
		Performance		

S. No.	Item Details	Item Specifications	Technical Specification provided By Bidder	Compliance Yes/No
		70Mpps or more unblocking on all port on 64 bytes packet or more, Back plane performance of at least 100 Gbps is required. The router should have 16K of IPv4 and 16 K IPv6 routes.		
		Security		
		IP Sec 3DES/AES, VPN for configuration of VPN tunnels. The solution should offer this feature either internally or externally.		
		Routing Protocols		
		Static Routes, RIPv1, RIPv2. OSPFv2 and v3. BGP4, IS-IS , Route redistribution between any of the above protocol		
		Protocols		
		PPP, Multi-link PPP , , IPv4, IPv6 MPLS L2 & L3 , VRRP or equivalent		
		Congestion		
		Random Early Detection , Weighted Fair Queuing, Selective Packet Discard		
		IP Multicasting		
		IGMPv1&v2, PIM-SM,		
		IP Accounting		
		Using external hardware/software infrastructure Packet & Byte Counts, Start & End Time Stamp. Network Time Protocol, Input & Output interface ports. Type of service, TCP Flags & Protocol , Source & Destination IP addresses, Source & Destination TCP/UDP ports		
		Management		
		Accessibility using Telnet, SSH, Console access. Easier Software upgrades through network, using FTP/ TFTP, etc. SNMPv1, snmpv2/v3,		
		Configuration management through CLI, GUI		

S. No.	Item Details	Item Specifications	Technical Specification provided By Bidder	Compliance Yes/No
		based software utility and using web interfaces. GUI tools shall be provided. Event and system history logging functions shall be available. Support for Syslog Server required. Support pre-planned timed reboot to upgrade hardware to a new software feature and plan the rebooting as an off-peak time. Shall support boot options booting from remote Network node		
		QoS		
		ToS, CoS, Queuing, prioritizing. Committed Access Rate/ Rate limiting, IP Precedence, Policy based routing, Congestion avoidance algorithm, such as WRED, Priority queuing, Class based weighted fair queuing. The offered router should support adequate queues per port. The router should support HQoS / QoS on all interfaces.		
		Debug & Diagnostics		
		Display of input and output error status on all interfaces, Display of Dynamic ARP table. Display of Routing table, Trace-route, Ping, extended PING		
		Physical		
		Router should be provided with 19" Rack mounting kit, All necessary power cords, adapters, data cables, connectors, CDs, manuals, brackets accessories, wire managers, etc. should be provided		

S. No	Item	Detailed Technical Specifications	Technical Specification provided By Bidder	Complied (Yes / No)
	Core Switch	Type		
1		Modular Switch with atleast 8 payload slots		
		Ports		
2		144 x 10/100/1000 BaseT RJ 45 Ports		
3		48 x 1G SFP ports		
4		20 x 10G SFP+ ports		
		Switching capacity		
5		Aggregate capacity of 4.5 Tbps or more		

S. No	Item	Detailed Technical Specifications	Technical Specification provided By Bidder	Complied (Yes / No)
		Per slot bandwidth		
6		Min 240 Gbps		
		Architecture		
7		The Switch should have a Truly Distributed Architecture. All Interface Modules should have all the resources for switching and Routing and should offer True Local Processing.		
8		Atleast 2 Switch Fabrics to support bandwidth for future Highly Scalable Ethernet Standards from Day 1		
9		Redundant CPU from Day 1		
10		Redundant Power Supplies from Day 1		
11		100% passive backplane/midplane		
12		Fully decoupled control plane and data plane		
13		Support for 40G and 100G from Day 1		
14		Support up to 160 x 10 Gigabit Ethernet or 240 Gigabit Ethernet ports		
		High Availability features		
15		There should not be any single point of failure in the switch. All the main components like CPU module, switching fabric, power supplies and fans etc should be in redundant configuration. Components, like modules/power supplies/fan tray should be Hot Swappable		
16		The switch should have redundant Switch Fabric's working in an active-active load sharing mode.		
17		Support for Hot Swap of all redundant components: Line Cards, Fabric, power supply, and fan trays		
18		Should support MC-LAG for a single (virtual) L2/L3 interface		
19		Should Support software upgrades running on all CPU's with minimal traffic disruption during the upgrade		
20		Switch should support processes to be run in protected memory space and independent of each other and the kernel, providing fault containment and enabling modular patching and upgrading and rapid restarting. Individual processes should be restarted independently without loss of state information and without affecting data forwarding.		
		Memory		
21		16 GB DRAM		
		Logical Systems		
22		Should support multiple logical devices that perform independent routing tasks		
		Layer 2 features		

S. No	Item	Detailed Technical Specifications	Technical Specification provided By Bidder	Complied (Yes / No)
23		Should support Industry Standard Port/Link Aggregation for All Ports. Also Cross Module Link aggregation should be supported		
24		Jumbo Frames support up to 9K Bytes		
25		Should support port, subnet based 802.1Q VLANs. The switch should support 4000 vlans		
26		The switch should support 150,000 no. of MAC addresses.		
27		The switch should support IEEE 802.1w RSTP and IEEE 802.1s MSTP		
		Routing Protocols		
28		Should support RIP v1/v2, OSPF v1/v2 from Day 1		
29		Should support BGPv4, IS-IS		
30		Should support IPv6 packet switching and routing using OSPFv3 in hardware.		
31		Should support minimum 200,000 IPv4 Routes and 1,00,000 IPv6 Routes		
32		Should support minimum 32,000 IPv4 and 16000 IPv6 Multicast routes		
		Security features		
33		Should support Access Control Lists		
34		Should support various type of ACLs like port based/vlan based.		
35		Should support integrated security features like DHCP relay with option-82, Dynamic Arp Inspection		
36		Should Support MAC Address Filtering based on source and destination address		
37		Should have support for RADIUS and TACACS+		
38		The switch should support Port-security.		
		Network protocols		
39		Should Support VRRP Protocol or equivalent from Day 1		
40		Should support MPLS.		
41		The Switch should support GRE tunneling protocol		
		Traffic policing		
42		Should support Ingress/Egress Queuing		
43		Should be able to filter, mark and limit traffic flows		
44		Should support minimum 4 queues per port		
45		Should support policy based traffic classification based on Type of Service (ToS), IP Precedence mapping, Layer 2/3/4 defined traffic flows, MAC address, VLANs		
		Multicast		
46		Should support H/W based IPv4 and IPv6 Multicasting		
47		Should Support IGMP v1, v2 , v3, IGMP Snooping		

S. No	Item	Detailed Technical Specifications	Technical Specification provided By Bidder	Complied (Yes / No)
48		Should support Protocol Independent Multicast - Sparse Mode and PIM - SSM, MSDP		
		Network monitoring /management		
49		Switch should be manageable through NMS on per port/switch basis with common interface for all manageable devices on the network. Should Support SNMP, RMON/RMON-II, SSH, telnet, web management through network management software.		
50		Should support port mirroring feature for monitoring network traffic.		
51		The switch should support role based access control to limit access to switch operations.		
52		The switch should support configuration verification and roll-back.		
		IEEE Standards		
53		IEEE 802.1AB		
54		IEEE 802.1D		
55		IEEE 802.1p		
56		IEEE 802.1Q		
57		IEEE 802.1s		
58		IEEE 802.1w		
59		IEEE 802.3ae		
60		IEEE 802.3ad		

S No.	Item Details	Technical Specifications	Technical Specification provided By Bidder	Compliance (Yes/No)
1	District LAN Switch	1 x 24 ports 10/100/1000 Base TX and two ports should support 1000 Mbps single mode fiber for uplink purpose.		
2		Packet forwarding rate should be 35 Mpps or more and 48 Gbps Bandwidth switching fabric capacity Switch should be stackable, Switch should have support for redundant power supply.		
		General Features		
3		Layer3 with following (RIPv1, v2, OSPFv2/v3, VRRP or equivalent, DHCP) , Support Port Mirroring , Support Port Trunking, Link Aggregation , IEEE 802.1Q VLAN encapsulation , Support Port based network access control (802.1x) , Support port security , Traffic shaping and policing , MAC Address security/MAC Address Notification support which allows for notification of new users added or removed		
		Management		

4		RS-232 Console port. Easier Software upgrades through network, using FTP / TFTP, etc.		
5		Accessibility using Telnet, SSH, Console access. Easier Software upgrades through network, using FTP / TFTP, etc. SNMPv1, snmpv2/v3 , Configuration management through CLI, GUI based software utility and using web interfaces. GUI tools shall be provided. Event and system history logging functions shall be available. Support for Syslog Server required , Switch should CPU, utilization monitoring and Port description.		
		Standards		
6		IEEE 802.1x support , IEEE 802.3x full duplex on 10 BASE-T or 100 BASE-TX or 100 BASE-TX ports, IEEE802.1d Spanning-Tree Protocol , IEEE 802.1p class. of-service (CoS) prioritisation .		
7		IEEE 802.1Q VLAN , IEEE 802.1s , IEEE 802.1w, IEEE 802.3 10 BASE-T specification , IEEE 802.3u 100 BASE-TX specification		
8		Power Supply: Internal power supply 230 Volt 50Hz input		
9		Mounting: 19" Rack mountable		
10		The switch should be EAL 3/NDPP certified under Common Criteria.		
11		The switch should support stacking		

Note: Any proprietary item/ specification needs to be ignored, equivalent or higher specifications are acceptable.

Device should comply with the guidelines for Indian Standard and other standard mentioned in this RFP.

Dated _____ day of _____ 2016

Signature and Seal of the Bidder

ANNEXURE-II

BID FORM

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal
(**Envelop B Online**))

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Civil Lines,
02nd floor, Near Civil Lines Police Station,
Raipur, Chhattisgarh-492001
Fax:- 0771-4066205, 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 180 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 _____ 2016

Signature and Seal of the Bidder

ANNEXURE-III

PRICE SCHEDULE

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in envelope A or B than bid shall be rejected)

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Civil Lines,
02nd floor, Near Civil Lines Police Station,
Raipur, Chhattisgarh-492001

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

Sr. No.	Item	Qty. (Q)	Price per Unit (P)	Taxes Per Unit (T)	Unit price inclusive of Taxes U=P+T	Total Amount in (INR) TA= U*Q
1	District Router with installation, commissioning and warranty for 5 year period	9				A
2	DHQ LAN Switch with installation, commissioning and warranty for 5 year period	9				B
3	DHQ LAN Switch with installation, commissioning and warranty for 5 year period	1				C
Total Amount in Figure			A+B+C			
Total Amount in Words			A+B+C			

2. All quoted prices should be **inclusive of all taxes and duties** prevailing on the date of proposal submission.
3. 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.

4. Prices are valid for a period of 180 Days from date of submission of Bid.
5. Other than what is given above, the bidder is expected to account for any other deliverable to make the services successful and will be considered for commercial evaluation.
6. We will deliver the equipment as per details given at Annexure-IV based on the work order (requirement) received from CHiPS

Note:-

- a) The Bidders may prepare their bid form as per this Performa MENTIONED IN E-Procurement portal
- 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 _____ 2016

(Signature and seal of manufacturer/ bidder)

ANNEXURE-IV

LIST OF LOCATIONS FOR DELIVERY OF EQUIPMENTS

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (**Envelope B –Online**)

sr	District	Type	Location	Location
1	Balod	DHQ	Balod	Janpad Panchayat
2	Balodabazar	DHQ	Balodabazar	Janpad Panchayat
3	Balrampur	DHQ	Balrampur	Janpad Panchayat
4	Bemetara	DHQ	Bemetara	SP Office
5	Kondagaoan	DHQ	Kondagoan	Collectorate Parisar
6	Mungeli	DHQ	Mungeli	Collectorate Parisar
7	Sukma	DHQ	Sukma	Janpad Panchayat
8	Surajpur	DHQ	Surajpur	Janpad Panchayat
9	Gariyabandh	DHQ	Gariyabandh	Janpad Panchayat
10	Raipur	SHQ	Raipur	CGSDC, Raipur

*60 days time will be provided for delivery & installation after issuance of work Order from CHiPS.

Dated _____ 2016

(Signature and seal of OEM/Bidder)

ANNEXURE-V

**COMMITMENT LETTER FROM HARDWARE MANUFACTURER
AUTHORIZATION & SUPPORT FORM**

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded
Online - (**Envelope B –Online**)

To,
The Chief Executive Officer
SDC Building, Near Police Control Room
Civil Lines, Raipur- 492001

We have gone through the tender document for the said NIT and we authorise M/s. -
_____ (name of the bidder to said NIT) with office at
_____ to submit tender in response to the said NIT with equipment
_____ produced by us on the understanding and with the undertaking from our
side that the product offered in not at the end of its life cycle and we shall provide
expeditiously all spares and full maintenance support to the equipment's supplied by the
bidder for this tender throughout a period of five year of warranty as required by the tender
document. Confirm that the products meet the technical & functional requirements &
Products quoted are latest version / specification and not the end of life.

This is also to certify that all products are ISO 9001, International Certified, and Restriction
of hazardous substances (RoHS) compliant.

Date: SIGNATURE OF AUTHORISED PERSON
Place: FULL NAME OF SIGNATORY
DESIGNATION AND SEAL OF SIGNATORY

Date: COUNTER SIGNATURE OF BIDDER
Place: NAME
DESIGNATION AND SEAL

ANNEXURE-VI

PROFORMA OF PERFORMANCE BANK GUARANTEE

(To be stamped in accordance with stamp Act)

(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& Biotech Promotion 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 __/__/2016 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:

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

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.

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.

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 & Biotech Promotion 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

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.

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

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 _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank

ANNEXURE-VII- PRE-CONTRACT INTEGRITY PACT

Scanned copy of original (duly signed by bidder) as part of Technical Proposal to uploaded Online - (**Envelope B –Online**)

1. GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onday 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/srepresented by Shri (hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors an 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 ay 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 facie 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 and 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 bidding 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 Nationalised 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 upto 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

1).....

2).....

Witness

1).....

2).....

ANNEXURE-VIII

DECLARATION FOR NOT BLACK LISTED

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal
(**Envelop B** Online))

Date

To,
CEO, CHiPS
Office of CHiPS
SDC Building, Civil Lines,
02nd floor, Near Civil Lines Police Station,
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

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT

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

This Deed of Guarantee executed at _____ by _____ (Name of the Nationalised 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, Civil Lines, 02nd floor, Near Civil Lines Police Station, 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 award of **“Supply and commissioning of Networking Equipments under upgradation of CGSWAN projects in the State of Chhattisgarh”** 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 5, 00, 000 (INR Five Lakh 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 5,00,000 (INR Five 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 120 (One hundred and Twenty) 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 authorised 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 unrealised.

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 _____ 2016

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-X

GUIDELINE FOR E-PROCUREMENT

Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh. <https://eproc.cgstate.gov.in>

Note: These conditions will over-rule the conditions stated in the tender document(s), wherever relevant and applicable.

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

All the Users / Bidders (Manufacturers / Contractors / Suppliers / Vendors / Distributors etc.) registered with and intending to participate in the Tenders of various Govt. Departments / Agencies / Corporations / Boards / Undertakings under Govt. of Chhattisgarh processed using the Integrated e-Procurement System are required to get registered on the centralized portal <https://eproc.cgstate.gov.in> and get approval on specific class (e.g. A, B, C, D, UGE, UDE, Others/Open) from Public Works Department (in case to participate in tenders restricted to vendors / bidders in a particular class).

The non – registered users / bidders who are also eligible to participate in the tenders floated using the e-Procurement system are also required to be registered online on the e-Procurement system.

Vendors are advised to complete their online enrolment / registration process on the portal well in advance to avoid last minute hassle, it is suggested to complete enrolment at least four days before the last date of bid submission date, failing which may result in non-submission of bids on time for which vendor/end user shall be solely responsible.

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

Note: It may take upto 7 to 10 working days for issuance of Class-II / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-II / Class-III Digital Certificate while registering online on the above mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

Important Note: bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data

during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

In case, during the process of a particular bid preparation / responding for a tender, the bidder loses his/her Digital Certificate because of any reason they may not be able to submit the same bid under preparation online, Hence the bidders are advised to keep their Digital Certificates secure to be used whenever required and comply with IT Act 2000 & its amendments and CVC guidelines.

The digital certificate issued to the authorized user of an individual / partnership firm / private limited company / public limited company / joint venture and used for online bidding will be considered as equivalent to a no-objection certificate / power of attorney to the user.

Unless the certificate is revoked, it will be assumed to represent adequate authority of the specific individual to bid on behalf of the organization / firm for online tenders as per Information Technology Act 2000. This authorized user will be required to obtain a valid Class-II / Class-III Digital Certificate. The Digital Signature executed through the use of Digital Certificate of this authorized user will be binding on the organization / firm. It shall be the responsibility of management / partners of the concerned organization / firm to inform the Certifying Authority, if the authorized user changes, and apply for a fresh digital certificate for the new authorized user.

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

For the list of available online modes of electronic payments that are presently accepted on the online payments gateway services, please refer the link '**Payments accepted online**' on the eProcurement portal <https://eproc.cgstate.gov.in>.

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

5. Publishing of N.I.T.: For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <https://eproc.cgstate.gov.in>.

6. Tender Time Schedule: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

7. Download Tender Document(s): The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

The encrypted bid data of only those bidders who have submitted their bids within the stipulated date & time will be accepted by the e-Procurement system. It is expected that the bidder complete his bid and submit within timeline, a bidder who has not submitted his bid within the stipulated date & time will not be available during opening.

Bid documents uploading during bid preparation should be less than five MB (for individual document) and over all bid documents should be less than fifty MB.

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.

10. Opening of Tenders: The concerned department official receiving the tenders or his duly authorized officer shall first open the online Earnest Money Deposit envelope of all the bidders and verify the same uploaded by the bidders. He / She shall check for the validity of Earnest Money Deposit as required. He / She shall also verify the scanned documents uploaded by the bidders, if any, as required. In case, the requirements are incomplete, the next i.e. technical and commercial envelopes of the concerned bidders received online shall not be opened.

The concerned official shall then open the other subsequent envelopes submitted online by the bidders in the presence of the bidders or their authorized representatives who choose to be present in the bid opening process or may view opened details online.

10. Briefcase: Bidders are privileged to have an online briefcase to keep their documents online and the same can be attached to multiple tenders while responding, this will facilitate bidders to upload their documents once in the briefcase and attach the same document to multiple bids submitting.

For any further queries / assistance, bidders may contact:

1. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.
2. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech & Biotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.