

Chhattisgarh Infotech Promotion Society  
(CHIPS), State Data Centre Building, Near  
Police Control Room, Civil Lines, Raipur,  
Chhattisgarh-492001

Tel.: +91-771-4014158  
Email: ceochips@nic.in,

# Notice Inviting Tender

For

“Selection of Service Provider  
for Assessment and Placement  
under Mukhya Mantri Yuva  
Swavalamban Yojana for  
Government of Chhattisgarh”

Websites:

<https://eproc.cgstate.gov.in>

[www.chips.gov.in](http://www.chips.gov.in)

**CONTENTS**

NOTICE INVITING TENDER .....	4
DISCLAIMER.....	5
<b>1 FACT SHEET</b>	<b>6</b>
<b>2 BACKGROUND INFORMATION</b>	<b>8</b>
2.1 ABOUT CHHATTISGARH .....	8
2.2 ABOUT CH/PS.....	8
2.3 ABOUT MUKHYA MANTRI YUVA SWAVALAMBAN YOJANA FOR GOVERNMENT OF CHHATTISGARH.....	8
2.4 FOCUS AREA OF THIS TENDER.....	9
<b>3 ELIGIBILITY CRITERIA</b>	<b>11</b>
<b>4 INSTRUCTIONS TO THE BIDDERS</b>	<b>14</b>
4.1.1. GENERAL.....	14
4.1.2. Compliant Tenders / Completeness of Response .....	14
4.1.3. PRE-BID MEETING & CLARIFICATIONS .....	14
4.1.4. KEY REQUIREMENTS OF THE BID .....	16
4.1.4. a. Right to Terminate the Process .....	16
4.1.4. b. Tender Processing Fees.....	16
4.1.4. c. Earnest Money Deposit (EMD) .....	16
4.1.4. d. Submission of Responses.....	16
4.1.4. e. Authentication of Bids .....	16
4.2. PREPARATION AND SUBMISSION OF PROPOSAL .....	16
4.2.1. Proposal Preparation Costs.....	16
4.2.2. Language.....	17
4.3. EVALUATION PROCESS.....	17
4.3.1. Tender Opening .....	17
4.3.2. Tender Validity .....	17
4.3.3. Tender Evaluation.....	17
4.4. TECHNICAL EVALUATION CRITERIA .....	19
4.5. PREQUALIFICATION AND TECHNICAL PROPOSAL.....	22
4.6. MODIFICATION AND WITHDRAWAL OF BIDS .....	22
4.7. PROPOSAL FORMS .....	22
4.8. LOCAL CONDITIONS .....	23
4.9 CONTACTING THE CHHATTISGARH INFOTECH PROMOTION SOCIETY, RAIPUR.....	23
4.10 ELIGIBILITY CRITERIA .....	23
4.11 TENTATIVE SCHEDULE OF EVENTS.....	23
4.12 OPENING OF PROPOSAL.....	23

4.13 DECIDING AWARD OF CONTRACT .....	24
4.14 CONFIDENTIALITY .....	24
4.15 EXECUTION OF AGREEMENT .....	25
4.16 DURATION OF THE CONTRACT: .....	25
4.17 TERMS AND CONDITIONS: APPLICABLE POST AWARD OF CONTRACT.....	26
4.17.1 Termination Clause .....	26
4.17.2 Penalty .....	27
4.17.3 Dispute Resolution Mechanism.....	27
4.17.4 Notices.....	28
4.17.5 Force Majeure.....	28
4.17.6 Failure to agree with Terms and Conditions of the TENDER .....	28
4.18 SERVICE LEVEL AGREEMENT (SLA) .....	28
<b>5. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT</b>	<b>30</b>
5.1. CHHATTISGARH INFOTECH PROMOTION SOCIETY’S OBLIGATIONS.....	30
5.2. INFORMATION SECURITY .....	30
5.3. INDEMNITY .....	30
5.4. PAYMENT SCHEDULE .....	31
5.4.1. Total Cost of Services .....	31
5.4.2. Payment Milestones.....	31
5.5. EVENTS OF DEFAULT BY THE SELECTED BIDDER .....	31
5.6. LIQUIDATED DAMAGES.....	32
5.7. DISPUTE RESOLUTION .....	33
5.8. CONTINUANCE OF THE CONTRACT: .....	33
5.9. CONFLICT OF INTEREST .....	33
5.10. SEVERANCE.....	33
5.11. GOVERNING LANGUAGE.....	33
5.12. “NO CLAIM” CERTIFICATE .....	33
5.13. PUBLICITY .....	34
5.14. RETAINED RIGHTS.....	34
5.15. LIMITED LIABILITY .....	34
<b>6.6. GENERAL</b>	<b>35</b>
6.1. FRAUD AND CORRUPT PRACTICES.....	37
<b>7.</b>	
<b>SCOPE OF WORK</b>	<b>39</b>
7.1. NUMBERS RELEVANT TO THE PROJECT.....	39
7.2. KEY DELIVERABLES .....	40
7.3. PROJECT MILESTONES & TIMELINES .....	40

7.4. IMPLEMENTATION STRATEGY .....	41
7.5. DEFINITIONS.....	42
7.5.1. Assessment .....	42
7.5.2. Interview.....	42
7.5.3. Placement .....	42
7.5.4. Bidder – .....	42
7.5.5. Service Provider – .....	42
7.6. PROJECT VISION.....	42
7.7. INTELLECTUAL PROPERTY RIGHTS (IPR) .....	43
7.8. TERMS OF PAYMENT.....	43
7.9. OBLIGATIONS .....	43
7.10. AWARD OF CONTRACT.....	43
7.11. NOTIFICATION OF AWARD.....	44
7.12. CONTRACT PERIOD.....	44
ANNEXURE I: FORMAT FOR POWER OF ATTORNEY .....	45
ANNEXURE II: PROPOSAL COVERING LETTER .....	47
ANNEXURE III- DECLARATION FOR NOT BLACK LISTED .....	49
ANNEXURE IV -DRAFT PERFORMANCE GUARANTEE.....	50
ANNEXURE V-A: NUMBER OF CANDIDATES ASSESSED IN FY 2015-16 .....	52
ANNEXURE V-B: TIE-UP WITH COLLEGES/INSTITUTIONS .....	53
ANNEXURE V-C: TIE-UP WITH IT/ITeS COMPANIES .....	54
ANNEXURE V-D: NUMBER OF CANDIDATES PLACED DURING .....	55
ANNEXURE V-E: DETAILS OF BENCHMARK SCORES FOR EMPLOYABILITY (INDUSTRY AND JOB PROFILE WISE) - FY 2014-15 & 2015-16 IN IT / ITeS/ENGG. COMPANIES .....	56
ANNEXURE VI: PARTICULARS OF THE BIDDERS .....	57
ANNEXURE VII: FINANCIAL DETAILS .....	58
<b>ANNEXURE VIII: FINANCIAL BID FORMAT</b>	<b>59</b>
<b>ANNEXURE IX: PRE-CONTRACT INTEGRITY PACT</b>	<b>60</b>
<b>ANNEXURE X: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)</b>	<b>66</b>

## NOTICE INVITING TENDER

FOR

Selection of Service Provider for Assessment and Placement under Mukhya Mantri Yuva Swavalamban Yojana for Government of Chhattisgarh

No. 33/CEO/CHIPS/MYSY/2017

Raipur, Dated 03/02/2017

Chhattisgarh Infotech Promotion Society (CHIPS), the nodal agency of Department of Information Technology and Biotechnology, Government of Chhattisgarh invites technical and financial proposals from Service Providers of National and International repute for Assessment and Placement under the “Mukhya Mantri Yuva Swavalamban Yojana”, as detailed in the Scope of Work in this TENDER.

The document can be downloaded from the Website: <https://eproc.cgstate.gov.in> and [www.chips.gov.in](http://www.chips.gov.in). Response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

### 1.1 Issuer

The CEO,  
Chhattisgarh Infotech Promotion Society, Raipur  
State Data Centre Building, Near Police Control Room,  
Civil Lines, Raipur,  
Chhattisgarh-492001  
Tel: + 91 – 771 – 4014158  
Fax: + 91 – 771 – 4014158  
Email: [ceochips@nic.in](mailto:ceochips@nic.in)  
Website: [www.chips.gov.in](http://www.chips.gov.in) & [www.cgstate.gov.in](http://www.cgstate.gov.in)

### 1.2 Address for business query and Correspondence

The CEO,  
Chhattisgarh Infotech Promotion Society, Raipur  
State Data Centre Building, Near Police Control Room,  
Civil Lines, Raipur,  
Chhattisgarh-492001  
Tel: + 91 – 771 4014158  
Fax: + 91 – 771 – 4014158  
Email: [ceochips@nic.in](mailto:ceochips@nic.in)  
Website: [www.chips.gov.in](http://www.chips.gov.in) & [www.cgstate.gov.in](http://www.cgstate.gov.in)

## **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as "TENDER") document provided to the Bidders, by the Chhattisgarh Infotech Promotion 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 TENDER document and all other terms and conditions subject to which such information is provided.

The purpose of this TENDER document is to provide the Bidder(s) with information to implement "Mukhya Mantri Yuva Swavalamban Yojana" for the government of Chhattisgarh. This TENDER document does not purport to contain all the information each Bidder may require. This TENDER 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 TENDER document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever 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 TENDER document.

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

## 1 FACT SHEET

1	<b>Tender No.</b>	33/CEO/CHiPS/MYSY/2017
2	<b>Name of the Work</b>	Selection of Service Provider for Assessment and Placement under Mukhya Mantri Yuva Swavalamban Yojana for Government of Chhattisgarh
3	<b>Name of the issuer of this tender</b>	CEO, CHiPS
4	<b>Date of issue of tender document</b>	03/02/2017
5	<b>Date for sending Pre Bid Query</b>	09/02/2017 till 5 P.M.
6	<b>Pre Bid Meeting</b>	10/02/2017 at 03:00 P M at CHiPS office Raipur as per address of Communication mentioned below. (Pls. refer the instructions for attending pre-bid meeting)
7	<b>Publishing of pre-bid queries response</b>	14/02/2017 on CHiPS website
8	<b>Last Date for Submission of Bid</b>	23/02/2017 up to 03:30 P.M.
9	<b>Date of Bid Opening</b>	25/02/2017 at 12:30 P.M.
10	<b>Date of Technical presentations</b>	To be informed later
11	<b>Date of Commercial Bid opening</b>	To be informed later
12	<b>Place of Bid Opening</b>	The CEO, CHiPS, State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
13	<b>Address of Communication</b>	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh- 492001
14	<b>Earnest Money Deposit (EMD)</b>	Rs. 7, 50,000/- (Rupees Seven Lakhs Fifty Thousand 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.

		<p>2) Original copy of the DD should be submitted to CHiPS office between 03:30 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in the RFP).</p> <p style="text-align: center;">OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per annexure format mentioned in the RFP on stamp paper of the 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 03:30 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in the RFP).</p>
15	Availability of Tender Document	TENDER can be Downloaded from <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> & <a href="http://www.chips.gov.in">www.chips.gov.in</a> .
16	Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
17	Method of Selection	Quality cum Cost Based Selection (QCBS)
18	Bid Submission	Bid Submission will be online through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> only.

**Table 1 - Facts and key timelines about the project**

**Note:**

1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2. CHiPS reserve the right to change any schedule of bidding process. Please visit <https://eproc.cgstate.gov.in> regularly for the same.



## **2 BACKGROUND INFORMATION**

### **2.1 ABOUT CHHATTISGARH**

Chhattisgarh, a 21st century State, came into being on November 1, 2000. Larger than Tamil Nadu, it is just the right size, and is also fortunate to have a low population density. Good Governance is the highest priority in this Fast Track State. There is both policy stability as well as political stability. Government has been kept small and the State is in excellent fiscal health.

Chhattisgarh is truly a land of opportunities. With all major minerals including diamonds in abundance, it is the richest State in mineral resources. There are mega industries in Steel, Aluminium and Cement. Chhattisgarh contributes substantially to the Human Resources of India. Several hundred students from the State qualify for admissions in prestigious academic institutions every year. Bhilai, the knowledge capital of the State, alone sends over 50 students to the elite Indian Institutes of Technology every year.

Its large power surplus is attracting power-intensive industries, and the State is poised to become the power-hub of the nation. Its central location helps easy power transmission to any part of the country. 12% of India's forests are in Chhattisgarh, and 44% of the State's land is under forests. Identified as one of the richest bio-diversity habitats, the Green State of Chhattisgarh has the densest forests in India, rich wildlife, and above all, over 200 non-timber forest products, with tremendous potential for value addition. One third of Chhattisgarh's population is of tribes, mostly in the thickly forested areas in the North and South. The central plains of Chhattisgarh are known as the "Rice Bowl" of Central India. Female literacy has doubled in the last decade, and male literacy is higher than India's average. Gender ratio is next only to Kerala. Bastar is known the world over for its unique and distinctive tribal heritage. The Bastar Dasher is the traditional celebration of the gaiety of tribal. Many virgin, unexplored tourism destinations are there in all the parts of Chhattisgarh.

### **2.2 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 of IT, Minister for Education, Minister for Panchayat & Rural Development, Chief Secretary, a representative from the Ministry of Information Technology in Government of India and eminent persons from IT industry. CHIPS is involved as State Designated Agency (SDA) in NeGP MMP's implementation of some mega IT Projects like CHOICE, e-Gram Suraj, GyanVinimay (e-classroom), e-Procurement, SWAN, SSDG, e-District, Bhuiyan and GIS, CSC'S. 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.

### **2.3 ABOUT MUKHYA MANTRI YUVA SWAVALAMBAN YOJANA FOR GOVERNMENT OF CHHATTISGARH**

Chhattisgarh has already established itself as a major educational hub with presence of premier institutions like NIT, IIM, NLU and AIIMS. Chhattisgarh, also, has many other world class educational institutions for professional programmes such as Engineering, MCA and MBA as well as in Humanities, Commerce and the Sciences. However, there is a gap between the number of students graduating and the number of

students getting placed. There is a tangible gap between present state of aptitude and the required aptitude for getting selected in prestigious organizations. Hence, there is a need to establish the platform which could increase the employment opportunities.

It is an observed trend that most employers in IT and ITeS sector have rigorous training programmes that provide the necessary technical skills that are required to perform the jobs for which they hire. The focus, when these employers hire, is on assessing a range of abilities. The most common way to check learning ability is to test the prospective employee on the following traits:

- Quantitative Aptitude
- Verbal Ability
- Logical and Analytical Ability
- Presentability
- Ability to articulate ideas (through Group discussions)

The general curriculum of our education system has been focussed on imparting technical skills. However, aptitude is an area which tends to get ignored and thus students from Chhattisgarh tend to lose out to fresh graduates from larger cities which offer better opportunities for schooling and more exposure. Therefore, imparting abilities training to help them prepare for the selection process in a short and concentrated capsule is expected to improve greatly the chances of the students of Chhattisgarh securing employment with some of the best employers in the IT/BPM space.

The training must also be complemented with efforts to establish the credibility of Chhattisgarh in providing quality talent as well as to ensure that reputed organizations come to Chhattisgarh for recruitment. This may start the trend where students, corporate and government of Chhattisgarh are mutually benefitted.

## **2.4 FOCUS AREA OF THIS TENDER**

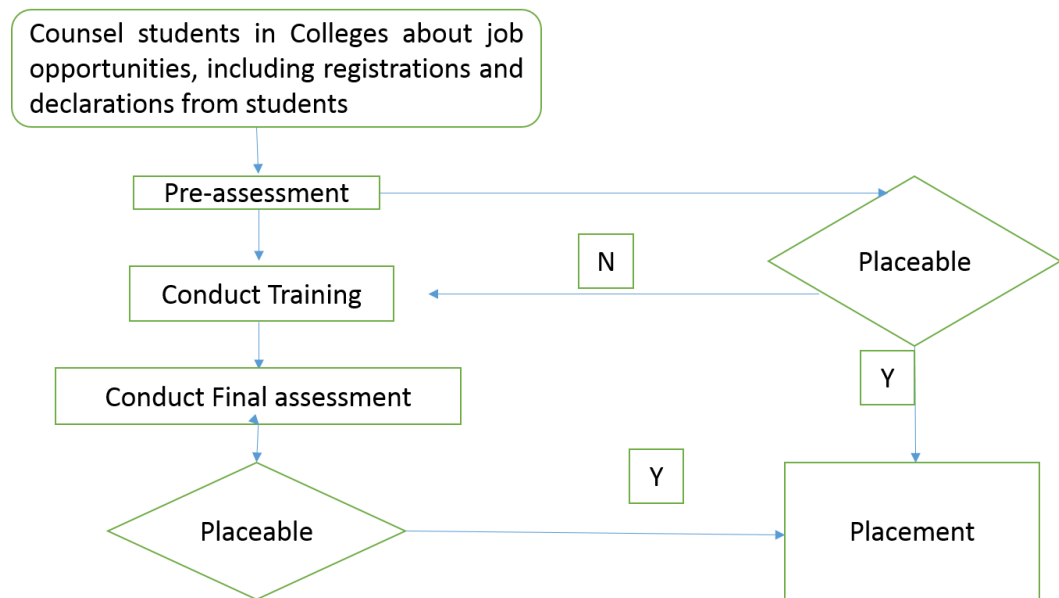
Chhattisgarh Infotech Promotion Society (CHIPS), the nodal agency of Department of Electronics & Information Technology, Government of Chhattisgarh, invites technical and financial proposals from reputed Service Providers (SP) for conducting Assessment & Placement under the scheme “Mukhya Mantri Yuva Swavalamban Yojana” for the Government of Chhattisgarh. The successful bidder will provide all the services covered under the scope of work as mentioned in this tender.

The “Mukhya Mantri Yuva Swavalamban Yojana” project is a major initiative taken by Government of Chhattisgarh aimed to improve placement rates of fresh college graduates of three and four year degree courses in IT and ITeS sectors. The program envisages to assess students, provide employability training and secure placements. The assessment will be carried out to understand the trainability and employability of students and accordingly, separate training will be designed with a view of the in-demand skills and abilities in contemporary employment market. The training will be delivered by leading trainers which will be part of a separate Tender. After training, the students will undergo a post assessment test and accordingly eligible students will be placed. The potential list of aptitude training areas includes English Speaking and verbal ability, Quantitative Aptitude, logical and analytical ability, presentation Skill, Group Discussion and any other area shall be identified by the Service Provider for Assessment and Placement.

To achieve better placements under MYSY, the Government of Chhattisgarh intends to make efforts for:

- i. Assessing existing skills and weak areas of candidates
- ii. Training of candidates on requisite skills, abilities
- iii. Enabling them with scores which are well accepted by industry
- iv. Arranging for multiple interview opportunities with employers
- v. Ensuring interview opportunities are made to the employable students

### Illustration of the basic system functionality



The major stakeholders in this initiative are –

- DIT, GoCG: Department of Electronics and Information Technology, Government of Chhattisgarh.
- CHiPS: Chhattisgarh Infotech Promotion Society.
- Higher Education & Technical Education Department
- Project Monitoring Unit (PMU)
- Service Provider for Assessment & Placement
- Service Provider for Training
- Colleges & Universities within the State
- Students

### 3 ELIGIBILITY CRITERIA

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the CEO, Chhattisgarh Infotech Promotion Society, Raipur, for the entire period of the contract. The bids must be complete in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

S. No.	Basic Requirement	Specific Requirements	Documents Required
1	Bidder Company	The bidder company should be - registered in India under companies Act 1956  or a firm registered under the Partnership Act 1932 or Limited Liability Act 2008  - registered with the Service Tax Authorities  - operating in India for the last Three years as of 31st March 2016.	<ul style="list-style-type: none"> <li>• Certificate of Registration as Company or Firm registered in India</li> <li>• Service Tax Registration certification</li> <li>• Extracts from the audited Balance sheet and Profit &amp; Loss Account; OR Certificate from the statutory auditor.</li> </ul>
2	Bidder Turnover	The bidder should have a minimum average Annual turnover of Rs. 8 Crores from over the last three Financial years (FY 13-14, FY 14-15 and FY 15-16)	<ul style="list-style-type: none"> <li>• Extracts from the audited Balance sheet and Profit &amp; Loss Account; OR Certificate from the statutory auditor</li> </ul>
3	Bidder Positive Net Worth	The bidder should have positive Net Worth in each of the last three Financial Years (as on year ending on 31st March 2014, 2015 & 2016)	Extracts from the audited Balance sheet and Profit & Loss Account; OR Certificate from the statutory auditor
4	Bidder Experience and Technical capability	Technical capability for each work-stream is as defined below:  <b>Assessment:</b>  An online platform for conducting assessments which can be used on a standard browser. <ul style="list-style-type: none"> <li>- Should have a standardized test for which scores have industry acceptability – at least 15,000 assessments in FY 2015-16 for fresh Engineering and/or Non-Tech Graduates.</li> <li>- Tie-up with minimum 30 colleges/institutions to conduct assessments on regular basis.</li> </ul>	The following documents should be submitted-  <b>Assessment:</b> <ul style="list-style-type: none"> <li>- Link of assessment platform with test user id and password</li> <li>- Copy of LOI / LOA/ WO / Agreement / Client certificate/Invoices clearly mentioning the number of candidates.</li> <li>- Tie-up letters/Agreement/MoU/Invoices with colleges/institutions</li> </ul>

S. No.	Basic Requirement	Specific Requirements	Documents Required
		<p><b>Placement:</b></p> <ul style="list-style-type: none"> <li>- Recruitment Tie-up with 30 companies which hire for IT/ITeS/Engg. Jobs.</li> <li>- Experience of placing 3000 candidates during FY 2014-15 and 2015-16 in IT / ITeS companies and other core industry.</li> </ul>	<p><b>Placement:</b></p> <ul style="list-style-type: none"> <li>- Copy of LOI / LOA/ WO / Agreement / Client certificate /Invoices clearly mentioning the number of candidates.</li> <li>- Copy of offers shared through official email ids with company domain or official letter heads</li> </ul>
5	Blacklisting	The bidder should not have been black listed or conflict of activities by any State Government, Central Government or any other Public Sector undertaking or a Corporation or any other Autonomous Organization of Central or State Government for breach of Contractual Conditions as on bid calling date. Self-Certificate declaring that the bidder is not black listed to be enclosed.	Self-Declaration Certificate that the Bidder is not black listed. (Certificate to be enclosed in the bid duly signed by the authorized signatory on its letter head).
6	Authorized Representative from Bidder	A power of attorney / Board resolution in the name of the person signing the bid.	Original Power of attorney/ Board resolution copy
7	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of Rs. Seven Lakhs Fifty Thousand only (Rs. 7, 50,000/-).	<p>EMD may be submitted in Demand Draft in the name of CEO, CHiPS:-</p> <ol style="list-style-type: none"> <li>1) Scan copy of DD should be uploaded in e-Procurement portal along with actual online bid submission.</li> <li>2) Original copy of the DD should be submitted to CHiPS office between 03:30 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in the RFP).</li> </ol> <p style="text-align: center;">OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per annexure format mentioned in the RFP on stamp paper of the value required under law, duly signed by authorized representative of Bank:</p> <ol style="list-style-type: none"> <li>1) Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.</li> <li>2) Original copy of BG should be submitted to CHiPS office between 03:30 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in the RFP).</li> </ol>

Note: - Only those bidders who meet the pre-qualification criteria specified above will be eligible to respond to this TENDER. The bidder's pre-qualification proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the pre-qualification criteria. The documents submitted shall be verified by CHPS.

## **4 INSTRUCTIONS TO THE BIDDERS**

### **4.1.1. 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 CH $\dot{P}$ PS 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 CH $\dot{P}$ PS. Any notification of preferred bidder status by the CH $\dot{P}$ PS shall not give rise to any enforceable rights by the Bidder. The CH $\dot{P}$ PS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CH $\dot{P}$ PS.
- 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 downloaded along with this tender for bidding process.

### **4.1.2. 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

### **4.1.3. Pre-Bid Meeting & Clarifications**

#### **4.1.3. a. Bidders Queries**

- a) CH $\dot{P}$ PS 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 written intimation to CEO, CH $\dot{P}$ PS.
- 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.

4.1.3. b. 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](http://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.



#### **4.1.4. Key Requirements of the Bid**

##### **4.1.4. a. Right to Terminate the Process**

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

##### **4.1.4. b. Tender Processing Fees**

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

##### **4.1.4. c. Earnest Money Deposit (EMD)**

- a) EMD needs to be submitted online during bid submission through <https://eproc.cgstate.gov.in>.
- b) EMD of all unsuccessful bidders would be refunded by CH&PS within 60 Days of the bidder being notified as being unsuccessful.
- c) EMD amount is interest free and will be refunded 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.

##### **4.1.4. d. Submission of Responses**

Please refer "Guidelines\_to\_Bidders\_EPS\_v1.1" PDF document downloaded along with this tender for bidding submission process.

##### **4.1.4. e. 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.

#### **4.2. Preparation and Submission of Proposal**

##### **4.2.1. 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 & other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CH&PS to facilitate the evaluation process, & in negotiating a definitive contract or all such activities related to the bid process. CH&PS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding

process.

#### **4.2.2. 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.

#### **4.3. Evaluation process**

- a) CHPS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the CHPS 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 Proposal 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 Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in his TENDER.

##### **4.3.1. 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.

##### **4.3.2. Tender Validity**

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

##### **4.3.3. Tender Evaluation**

- 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.

- All responsive Bids will be considered for further processing as below-

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process defined in this 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 CH&PS 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-

- a) **Preliminary Examination of Pre-qualification/Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.
- b) **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below.

- All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-
  - a) Soft copies of supporting documents to be submitted on online portal however CH&PS may request for hard copies in quality print as and when required.
  - b) Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
  - c) Completion certificate should clearly indicate the value and duration of the project.
  - d) In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
  - e) Incomplete order copy submitted by the bidder will not be considered for evaluation.
  - f) In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

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

- **QCBS (Quality cum Cost Based Selection):** Proposals will be evaluated as given below and the Bidders obtaining highest marks for their offering shall be declared as the Preferred Bidders. Upon acceptance of the Price of the 'Most Preferred Bidder' with or without further negotiations, CH&PS may declare the 'Most Preferred Bidder' as the 'Successful Bidder' for the agreement.

#### 4.4. Technical Evaluation Criteria

Project Evaluation Committee (PEC) will evaluate the Technical Proposals of the Pre-Qualified bidders as per the following criteria.

Sl.	Criteria	Maximum marks	Method of allotting marks (All additional marks are subject to maximum marks for the criteria)	Required eligible document
1.	Financial Capability	10	Average Rs. 8 Crores from Indian operations over the last three financial years (FY 2013-14, FY 2014-15 and FY 2015-16) = 6 marks  Every additional Rs. 8 Crores = additional 2 marks	<ul style="list-style-type: none"> <li>• Copy of the audited Profit and Loss account</li> <li>• Account / Annual report of the last three financial years.</li> </ul>

Work stream – Assessment & Placement ( <b>Total Number =60</b> )				
2.	2.a. Number of candidates assessed in FY 2015-16 for fresh Engineering and/or Non-Tech Graduates	20	<p>Minimum 15,000 candidates = 5 marks</p> <p>Every additional 15,000 candidates = additional 5 marks</p>	<ul style="list-style-type: none"> <li>• Copy of LOI / LOA/ WO / Agreement / Client certificate/Invoice clearly mentioning the number of candidates</li> </ul>
	2.b. Tie-up with colleges/institutions to conduct assessments on regular basis.	15	<p>Minimum 30 tie-ups = 6 marks</p> <p>Every additional 10 tie-ups = additional 3 marks</p>	<ul style="list-style-type: none"> <li>• Tie-up letters/Agreement/MoU with colleges/institutions</li> </ul>
	2.c. Recruitment Tie-up with companies which hire for IT/ITeS/Engg. Jobs.	10	<p>Minimum 30 companies = 6 marks</p> <p>Every additional 10 companies = additional 2 marks</p>	<ul style="list-style-type: none"> <li>• Copy of LOI / LOA/ WO / Agreement / Client certificate/Invoice clearly mentioning the number of candidates</li> </ul>
	2.d. Experience of placing candidates during FY 2014-15 & 2015-16 in IT / ITeS/Engg. Jobs.	15	<p>Minimum 3,000 candidates = 6 marks</p> <p>Every additional 1,000 candidates = additional 3 marks</p>	<ul style="list-style-type: none"> <li>• Copy of offers shared through official email ids with company domain or official letter heads</li> </ul>
Approach & Methodology and Technical Presentation ( <b>Total Number =30</b> )				
3.	3.a. Approach & Methodology	10	<p>Description of the project execution methodology explaining processes, key activities, detailed work breakdown structure and understanding of major deliverables. Clearly worked out method for selecting the students' along with the process/strategy, additions and innovation.</p> <p>Methodology should clearly outline capabilities and details</p>	<ul style="list-style-type: none"> <li>• Detailed Approach and Methodology (not more than 5,000 words excluding charts, flow diagrams and figures)</li> </ul>

			of assessment and placement	
	3.b. Technical Presentation	20	Presentation to CHiPS showing technical capability including assessment platform, placement experience, Resource deployment & plan of execution.	Presentation at CHiPS office as per communication.
	<b>Total</b>	<b>100</b>		

**Evaluation of Commercial Bid:**

- 1) The commercial bids of only technically successful Bidder(s) whose bids have been awarded 60 or more marks in aggregate by the Committee will be opened. The evaluation will be carried out if Commercial bids are complete and computationally correct. Lowest Commercial proposal will be allotted a Commercial score of 100 marks.

The Commercial score of other Bidder(s) will be computed by measuring the respective Commercial bids against the lowest proposal.

- 2) The bidder with the Highest Technical Marks will be awarded 100 marks and others bidders will be awarded on pro-rata basis (e.g.) if the highest technical Marks is 90, the T1 bidder will get (Tm) 100 marks. A bidder awarded 80 marks will get  $(80/90) \times 100 = 88.88$  Marks.
- 3) Computing the final (“T1-L1”) marks:

The composite score is a weighted average of the Technical and Commercial Scores. The ratio of Technical and Commercial score is 70:30 respectively. The composite (T1 – L1) marks will be derived using the following formula:

T1 & L1 evaluation

Technical Marks (TM) = Bidders actual Technical Score (ATS) / Highest Technical Score (HTS)

Commercial Marks (CM) = Lowest Commercial Score (LCS) / Bidders actual Commercial Score (ACS)

Composite (T1 – L1) marks =  $(TM * 0.70 + CM * 0.30) * 100$

Thus the composite (T1 – L1) marks shall be out of a maximum of 100 marks.

The responsive Bidder(s) will be ranked in descending order according to the composite (T1 – L1) marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite (T1 – L1) marks will be selected. These evaluation criteria will be weighted by CHiPS management and applied to Bidder responses to determine which Bidder is the Most Preferred Bidder for CHiPS.

#### **4.5. Prequalification and Technical Proposal**

- **Prequalification/ Eligibility Criteria**

Pre-qualification document as per eligibility criteria specified under Section -3 above, along with the following documentations:

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

- **Technical proposal**

- a. Proposal particulars
- b. Proposal letter
- c. Proposed approach and methodology and services offered
- d. Proposed Project Plan and Implementation Schedule
- e. Schedule of delivery
- f. All relevant document for Technical Evaluation
- g. Annexure for Technical Qualification

- **Commercial proposal**

- a. Proposal letter
- b. Commercial Quote

#### **4.6. Modification and withdrawal of Bids**

- i. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the CH&PS.
- ii. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

#### **4.7. Proposal Forms**

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.

- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. CHIPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

#### **4.8. Local Conditions**

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CHIPS shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CHIPS. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the CHIPS on account of failure of the Bidder to know the local laws / conditions.
- iv. The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

#### **4.9 Contacting the Chhattisgarh Infotech Promotion Society, Raipur**

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- Bidder shall not approach CHIPS officers after office hours and/or outside CHIPS office premises, from the time of the proposal opening till the time the Contract is awarded.

#### **4.10 Eligibility Criteria**

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

#### **4.11 Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

#### **4.12 Opening of Proposal**

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online.

The commercial proposal would be opened in presence of technically short-listed bidders. The Evaluation Committee or its authorized representative will open the tenders.



Sequence of online Bid is as follows:

- a. EMD
- b. Technical
- c. Commercial

#### **4.13 Deciding Award of Contract**

- i. The CHiPS reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CHiPS and its appointed representative on the date asked for, at no cost to the CHiPS. The CHiPS may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- ii. CHiPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. CHiPS shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.
- iii. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHiPS at the opening of bid.
- iv. The Approximate quantity of Assessments are 300000. CHiPS may increase/ decrease the assessment quantity as per actual requirement and mentioned in the agreement/ work order during the period of rate validity. The prices for assessment shall be valid for a period of 2 years from date of agreement. CHiPS may release additional work order during the period of validity.
- v. CHiPS shall inform those Bidders whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by CHiPS.

After acceptance of LoA, Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS. Special Condition for Awarding the Agreement:

- CHiPS will sign the Agreement with Successful Bidder for a period of 12 months.
- CHiPS may extend the Agreement for upto another 6 months period as per cost proposed in the price bid by successful bidder.

#### **4.14 Confidentiality**

- As used herein, the term "Confidential Information" means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and

methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

- The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- The obligations of confidentiality under this section shall survive rejection of the contract.
- The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- The Bidder must remove/ destroy the entire data from his custody after completion of the contract period. If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

#### **4.15 Execution of Agreement**

After acknowledgement of the LoA by the selected bidder, a performance security of 10% of contract value has to be deposited in the form of FDR/TDR/DD/BG of any nationalized /Scheduled Bank in the name of The CEO, Chhattisgarh Infotech Promotion Society (CHIPS), Raipur, till the completion of the project and shall sign the Agreement with in Twenty one days from the issue of LoA.

#### **4.16 Duration of the contract:**

The CONTRACT shall be initially valid for a period of 12 months from the date of signing of Agreement.

CHIPS may extend the Agreement for up to another 6 months period on same terms and conditions and monetary value.

#### **4.17 Terms and Conditions: Applicable Post Award of Contract**

##### **4.17.1 Termination Clause**

###### **1) Right to Terminate the Process**

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

- The selected bidder commits a breach of any of the terms and conditions of the bid.  
The bidder goes into liquidation, voluntarily or otherwise.
- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the TENDER and the extension if any allowed, it will be a breach of contract. The CHIPS reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.
- If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHIPS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.
- After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHIPS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CHIPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.
- CHIPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

###### **II) Consequences of Termination**

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

- Nothing herein shall restrict the right of CH $\bar{P}$ S to invoke the CH $\bar{P}$ S Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CH $\bar{P}$ S under law or otherwise.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **4.17.2 Penalty**

The Bidder shall perform its obligations under the agreement entered into with the CH $\bar{P}$ S, in a professional manner.

In the event of failure to maintain the SLAs, penalty would be levied subject to a maximum of 10% of the total service cost.

CH $\bar{P}$ S may recover such amount of penalty from any payment being released to the Bidder, irrespective of the fact whether such payment is relating to this contract or otherwise.

If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the CH $\bar{P}$ S have to take corrective actions to ensure functionality of its property, the CH $\bar{P}$ S reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.

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

#### **4.17.3 Dispute Resolution Mechanism**

The Bidder and the CH $\bar{P}$ S shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) Matter will be referred for negotiation between Officer nominated by CH $\bar{P}$ S and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.

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

arbitrators shall jointly appoint the third or the presiding arbitrator.

The “Arbitration Notice” should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

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

#### **4.17.4 Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Fax.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **4.17.5 Force Majeure**

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

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

#### **4.17.6 Failure to agree with Terms and Conditions of the TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CH $\ddot{a}$ PS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

#### **4.18 Service Level Agreement (SLA)**

Service Level Agreement (SLA) is the contract between the purchaser and the successful bidder. SLA defines the terms of the Successful bidder's responsibility in ensuring the timely delivery of the deliverables

and the correctness of the same based on the agreed Performance Indicators as detailed in the Agreement. This section defines various Service Level Indicators which will be considered by the Department in the Service Level Agreement with successful bidder. The successful bidder has to comply with all Service Level Agreements (SLAs) Defined below to ensure adherence to project timelines, quality and availability of services. Noncompliance with the SLA attracts penalty.

Note: Penalties shall not be levied on the successful bidder in the event of force Majeure affecting the SLA which is beyond the control of the successful bidder.

The following is the table providing the indicative SLA for the project:

	<b>Measurement</b>	<b>Target</b>	<b>Penalty</b>
1	Completion of task / Activities and Submission of Deliverables and reports as per Section 7 of this TENDER	As per timelines mentioned in Section 7 of this TENDER.	0.5 % of the Total value of the Contract for every 1 week of delay in submission of the deliverables upto a maximum of 10%.  If the penalty goes beyond 10%, chips reserve the right to terminate the contract in addition to forfeiture of performance security.

## **5. RIGHT OF MONITORING, INSPECTION AND PERIODIC AUDIT**

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

The CHIPS shall also have the right to conduct, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHIPS and the Selected Bidder undertakes to cooperate with and provide to the CHIPS / any other Consultant/ Agency appointed by the CHIPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHIPS may, without prejudice to any other rights that it may have, issue a notice of default.

### **5.1. Chhattisgarh Infotech Promotion Society's Obligations**

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

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

### **5.2. Information Security**

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

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

### **5.3. Indemnity**

The Selected Bidder shall execute and furnish to the CHIPS, a Deed of Indemnity in favour of the CHIPS, in a form and manner acceptable to the CHIPS, indemnifying CHIPS from and against any costs, loss, damages, expense, claims including those from third parties or liabilities of any kind how-so-ever suffered including patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period out of:

- Negligence or wrongful act or omission by the Selected Bidder or it's team or any Agency/ Third Party in connection with or incidental to this Contract; or
- Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder, its Team or any Agency/ Third Party.

The indemnity shall be to the extent of 100% of project cost in favour of the CHIPS.

**5.4. Payment Schedule**

**5.4.1. Total Cost of Services**

The total cost of the Services payable is set forth as per the Bidder’s proposal to Government of Chhattisgarh (CHIPS)/ CHIPS and as negotiated thereafter.

Payments under this Contract shall not exceed the amount specified in Commercial Form.

**5.4.2. Payment Milestones**

- The successful bidder/ IT Firm shall submit the invoice for payment when the payment is due as per the agreed terms.
- Once a milestone is completed, the successful bidder/ IT Firm shall submit the requisite deliverables as specified in this Contract. The Purchaser shall release the requisite payment upon acceptance of the deliverables.
- The payment shall be released as per the work related milestones achieved and as per the specified percentage as below.

S. No.	Activities to be completed (Refer the figure given below)	Payment to be released upon completion of activity.	Condition
1	On completion of every round of Assessment	50%	On submission of assessment score card of each student with suitability for job roles as per achieved score (against the benchmark score for each job-role)
2	On aligning interviews for every employable student after every round of Assessment	Balance 50%	List of students aligned for minimum 3 interviews according to their scores and job suitability with names of companies, date of interview, designation, salary and location.
3	Incentive for placements	An additional incentive will be offered for actual job offers received per student.	On submission of proof of placement as per definition of placement.

**5.5. Events of Default by the Selected Bidder**

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

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



- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the specifications issued by the CHIPS, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the CHIPS; or
- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the CHIPS during the term of this Contract and which the CHIPS deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, the CHIPS shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions and providing a notice of thirty(30) days to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the CHIPS and the Selected Bidder fails to remedy the default to the satisfaction of the CHIPS, the CHIPS may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the CHIPS.

#### **5.6. Liquidated Damages**

Subject to clause for Force Majeure, if the bidder fails to complete the services under Project scope of work before the scheduled completion date or the extended date or if the Selected Bidder repudiates the contract before completion of the work, the CHIPS, at its discretion, may without prejudice to any other right or remedy available to it under the contract, recover a maximum of 10 percent of the project cost from the Selected Bidder, as Liquidated Damages (LD).

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

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

the Contract.

### **5.7. Dispute Resolution**

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

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

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

### **5.8. Continuance of the Contract:**

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

### **5.9. Conflict of interest**

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

### **5.10. Severance**

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

### **5.11. Governing Language**

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

### **5.12. "No Claim" Certificate**

The Selected Bidder shall not be entitled to make any claim, whatsoever against CHIPS, under or by virtue

of or arising out of, the contract, nor shall CH&PS entertain or consider any such claim, if made by the Selected Bidder after it has signed a “No claim” certificate in favour of CH&PS in such form as shall be required by it after the work is finally accepted.

**5.13.Publicity**

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

**5.14.Retained Rights**

Each party owns, and will continue to own all rights, title and interests in and to any inventions however embodied, know how, works in any media, software, information, trade secrets, materials, property or proprietary interest that it owned prior to this Agreement, or that it created or acquired independently of its obligations pursuant to this Agreement (collectively, “Pre-existing Works”). All rights in Pre-existing Works not expressly transferred or licensed herein are reserved to the owner.

**5.15.Limited Liability**

- a. The Bidder shall not be liable for loss of profit, goodwill, business opportunity, anticipated savings or benefits or any indirect or consequential loss; and
- b. The total liability for all claims connected with the services or this Agreement, whether in tort, contract, statute or otherwise, is limited to the professional fees paid for the services to the bidder.

## **6. GENERAL**

### **➤ Relationship between the Parties**

- Nothing in the Contract constitutes any fiduciary relationship between the CH<sup>i</sup>PS and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the CH<sup>i</sup>PS and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- CH<sup>i</sup>PS will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.

### **➤ No Assignment**

- The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CH<sup>i</sup>PS.

### **➤ Survival**

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

### **➤ Entire Contract**

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

### **➤ Governing Law**

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

### **➤ Jurisdiction of Courts**

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

### **➤ Compliance with Laws**

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

➤ **Notices**

A “notice” means:

- a notice; or
- Consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The CEO,

Chhattisgarh Infotech Promotion Society, Raipur

SDC Building, Near Police Control Room,

Civil Lines Raipur- 492 001 (Chhattisgarh)

Tel: + 91 – 771 – 4014158

Fax: + 91 – 771 – 4014158

Email: [ceochips@nic.in](mailto:ceochips@nic.in)

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

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

➤ **Waiver**

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

➤ **Modification**

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

➤ **Taxes**

- Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial. 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.
- The taxes, as applicable, shall be reimbursed by CHIPS to the selected bidder.

➤ **Application**

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

## **6.1. Fraud and Corrupt Practices**

### **i) Fraud and Corrupt Practices**

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the CHIPS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the CHIPS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder s Proposal.
- Without prejudice to the rights of the CHIPS under Clause above and the rights and remedies which the CHIPS may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the CHIPS during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the CHIPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Section, the following terms shall have the meaning

hereinafter respectively assigned to them.

➤ **“corrupt practice” means**

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

➤ **“fraudulent practice” means** a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

➤ **“Coercive practice” means** impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

➤ **“undesirable practice” means**

- (i) establishing contact with any person connected with or employed or engaged by CH $\dot{I}$ PS with the objective of canvassing,
- (ii) lobbying or in any manner influencing or attempting to influence the Selection Process; or
- (iii) having a Conflict of Interest; and

➤ **“Restrictive practice” means** forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

**ii) Arbitration**

CH $\dot{I}$ PS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CH $\dot{I}$ PS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to Secretary, Department of Electronics and Information Technology, Government of Chhattisgarh, Raipur, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.

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

## 7. Scope of Work

The scope of the project is to implement and support “Mukhya Mantri Yuva Swavalamban Yojana”. The core functions of the project are Assessment and Placement of the students of engineering and non-engineering colleges in Chhattisgarh. The objective is to place engineering students in IT Services and Tech Support jobs and non-engineering students in the BPM industry. The Assessment and placement shall be provided by the service provider specialized in the specific fields of the total delivery. Broadly, Scope of Work for the service provider would be as follows:

### Assessment

- (i) Conduct a workshop in all the targeted colleges (one each) to counsel candidates about job opportunities available and objectives of the project.
- (ii) Register candidates online along with a declaration from candidates about their readiness to relocate as per location of job. List of targeted colleges will be shared with the Service Provider.
- (iii) Conduct assessments of 25000 students (10,000 for 2017 batch and 15,000 for 2018 batch) for analyzing the aptitude and current skill level and shortlist approximately 5000 ‘trainable’ candidates.
- (iv) Organize placement interviews (Minimum 3 each) for those candidates who score above the benchmark.
- (v) After the training of ‘trainable’ candidates (conducted through a third party), conduct assessments.
- (vi) Organize placement interviews (Minimum 3 each) for those candidates who score above the benchmark.

### Placement

- (vii) The Service Provider would be responsible for establishing tie-ups with employers in the IT/ITeS and other relevant sectors having requirement of fresh graduates and accepting the Final Assessment score as eligibility criteria for interview (Minimum 3 each).
- (viii) Scheduling of placement drives and interviews would be jointly undertaken by the Service Provider and the concerned college/institute. However, primary responsibility of this would be with the service provider.
- (ix) The service provider would be responsible for updating candidate registration and related information. Any malpractice and fraud if found, with respect to assessment and placement will be dealt with strictly and CHiPS will reserve the right to take appropriate strict action including withholding of any further payments.
- (x) The Service Provider would submit reports in pre-agreed formats as and when required by CHiPS.

### 7.1. Numbers relevant to the project

- Approximate number of candidates to undergo Assessment: 30,000 candidates (25000 Pre-assessment & 5000 Post-assessment)
- Colleges from districts: Raipur, Durg, Bilaspur and Rajnandgaon (In case the number of identified candidates to be trained is less than 5000, additional district(s) may be added.)
- Timeline: 12 months for completion of the entire project which may be extended further upto a period of 6 Months upon mutual consent of Service provider and CHiPS.

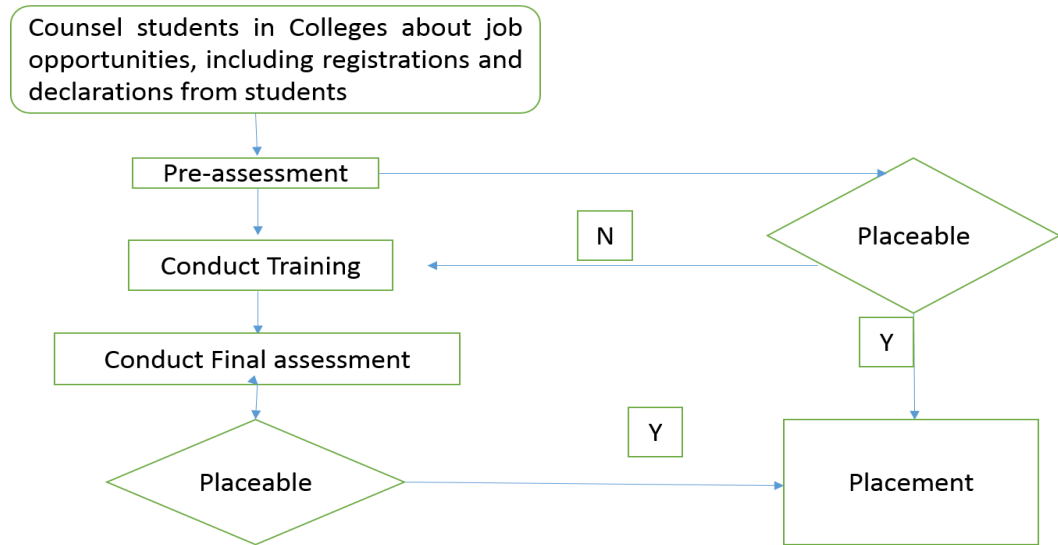


- Students to be targeted: Students graduating in 2017 & 2018.

**7.2. Key Deliverables**

- Assessment of approximately of 10,000 students graduating in 2017 and approximately 15,000 students graduating in 2018,
- Interview opportunities for the students who are directly employable (Minimum 3 interviews opportunities each),
- List of approximately 5000 trainable students,
- Submission of Benchmark scores for each job role industry wise,
- Submission of assessment score card of each student with suitability for job roles as per achieved score (against the benchmark score for each job-role)
- Assessment of trained students (approx.. 5000) at the end of the training,
- List of employable students aligned for minimum 3 interview opportunities according to their scores and job suitability with names of companies, date of interview, designation, salary and location.
- Report on Candidates who dropped out at any of the following stages: Interview and offer acceptance.
- Placement Status Report along with other specified reports from time to time.

**Illustration of the basic system functionality**



**7.3. Project Milestones & Timelines**

Milestone	Activities	Timeline
1. Assessment	<ul style="list-style-type: none"> <li>• Counsel students in Colleges about job opportunities, including registrations and declarations from students</li> </ul>	<ul style="list-style-type: none"> <li>• For Pre-assessment &amp; submission of list of trainable students - within</li> </ul>

	<ul style="list-style-type: none"> <li>• Pre-assessment of approx. 10,000 students graduating in year 2017</li> <li>• Pre-assessment of approx. 15,000 students graduating in year 2018</li> <li>• List of approximate 5000 trainable students</li> <li>• Post-assessment of trained students</li> </ul>	<p>2 Months of the Work Order issuance.</p> <ul style="list-style-type: none"> <li>• For Post-assessment - within 1 month of the Work Order issuance.</li> </ul>
2. Placement	<ul style="list-style-type: none"> <li>• Interview opportunity alignment for directly employable students of graduating year 2017 after conducting Pre-assessment.</li> <li>• Interview opportunity alignment for directly employable students of graduating year 2018 after conducting Pre-assessment.</li> <li>• Interview opportunity alignment for employable students after training &amp; Post-assessment.</li> </ul>	<ul style="list-style-type: none"> <li>• Within 1 Month of the Pre-assessment of students graduating in year 2017</li> <li>• Within 10 Month of the Pre-assessment of students graduating in year 2018</li> <li>• For interview alignment of students after training- within 1 Month of the Post-assessment</li> </ul>

#### 7.4. Implementation Strategy

The project will be implemented in 4 districts namely Raipur, Durg, Bilaspur & Rajnandgaon. Following strategy will be used to implement the project:

- Counselling and Online Registration

The appointed service provider shall be responsible for conducting workshop in every targeted college to counsel the students on job opportunities available and about the project. It is also recommended to leverage online method for maintaining data of students and reports.

- Pre Assessment & Post-Assessment of Students

A pool of approximately 25,000 students would be created for this project based on the selection criteria. The appointed service provider shall be responsible for conducting the Pre-assessment test of 25000 students and Post-assessment test of approximately 5000 students post training. An online platform has to be used for conducting assessments which can be used on a standard browser and should have a standardized test for which scores have industry acceptability.

- Training

A pool of approximately 5000 students shall be created based on their Pre-assessment scores, their suitability for job roles and interest of students with regards to job roles and job locations. The training shall be provided for 100 hours by a separate training vendor post which final assessment has to be conducted. This would enable students to be ready for facing interviews and final placement.

- Placement

The ready to be placed students shall be given opportunities directly to face interview in companies (as per the definition mentioned) and those students who become employable post training final assessment shall also be aligned for interview

opportunities and offered for jobs if selected (Minimum number of interviews opportunities has to be 3 per student).

## 7.5. Definitions

### 7.5.1. **Assessment**

An online assessment of which scores are valid for one year or more and is accepted widely by IT and ITeS companies for shortlisting fresh graduates for interview.

### 7.5.2. **Interview**

Alignment of minimum two Interview opportunities to every employable student.

### 7.5.3. **Placement**

A candidate would be considered as placed if:

The candidate receives a formal job offer:

- with minimum per annum compensation of Rs 1 lakh

**AND**

- which is full time (on rolls) employment or if contractual, the contract period in offer letter should be for minimum of 1 year

**AND**

The employing or interviewing companies fulfil the criteria as follows:

At least ONE of the below conditions must be met		
#	Parameter	Required Level
1.	Annual Revenue of Employer in last completed financial year	Minimum of Rs. 50 crores
2.	Number of Employees in India	Should have a minimum of 100 employees in India
3.	Employer's year of incorporation	Minimum 5 years in India or abroad

**Companies falling outside this definition would be allowed only on approval by CHIPS.**

### 7.5.4. **Bidder –**

A single party which submits a response for this RFP is hereinafter referred to as a 'bidder'.

### 7.5.5. **Service Provider –**

Bidder or bidders selected to execute the project is hereinafter referred to as 'Service Provider'.

## 7.6. Project Vision

Chhattisgarh produces approximately 15,000 engineering graduates and 60,000 non-engineering graduates every year. The project will be implemented in three phases over Three years. The target number of the candidates to be trained is 50,000.

#	Phase/Year	No of candidates trained	Candidates placed (Estimated)
1.	Phase 1 in First year	5,000	2,500
2.	Phase 2 in Second Year	20,000	10,000
3.	Phase 3 in Third year	25,000	12,500
<b>4.</b>	<b>Total</b>	<b>50,000</b>	<b>25,000</b>

In Phase 1, a total of 5,000 candidates who are graduating from Three year/Four year degree course in 2017 & 2018 will be trained and placed. The selection of these 5,000 candidates would be done on basis of various parameters. Further implementation methodology of the project would be decided taking into account outcomes and learnings of Phase 1.

This RFP is for selection of Service Provider for **Phase 1 in 1<sup>st</sup> year only**.

#### **7.7. Intellectual Property Rights (IPR)**

##### **Use of documents and Information.**

- The bidder shall not, without prior written consent from Government of Chhattisgarh (CHiPS), disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Government of Chhattisgarh (CHiPS), in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of Government of Chhattisgarh (CHiPS), make use of any document or information made available for the project, except for purposes of performing the Contract.

#### **7.8. Terms of Payment**

The Successful Bidder shall bear their own costs of any Site Survey, Conveyance, audits and inspections etc. The terms of payment are inclusive of any costs of the solution.

#### **7.9. Obligations**

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

#### **7.10. Award of Contract**

The proposals will be ranked in terms of the Overall Scores obtained from Highest to Lowest. The bidder with the highest overall score will be considered for award of contract. The Approximate quantity of Assessments are 300000. CHiPS may increase/ decrease the

assessment quantity as per actual requirement and mentioned in the agreement/ work order during the period of rate validity. The prices for assessment shall be valid for a period of 2 years from date of agreement. CHiPS may release additional work order during the period of validity.

**7.11. Notification of Award**

Prior to expiration of the period of bid validity, Purchaser will notify the successful bidder(s) in writing, that their bid has been accepted.

**7.12. Contract Period**

The Successful bidder shall sign contract agreement with the Government of Chhattisgarh / CHiPS for a period of 12 months.

## ANNEXURE I: FORMAT FOR POWER OF ATTORNEY

(To be provide scanned copy of original as part of **Technical Proposal (Envelope – B online)** on stamp paper of value required under law duly signed by bidder for the tender)

Dated: \_\_\_\_\_

### POWER OF ATTORNEY

#### To Whomsoever It May Concern

Know all men by these presents, we \_\_\_\_\_ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. \_\_\_\_\_ (Name of the Person(s)), domiciled at \_\_\_\_\_ (Address), acting as \_\_\_\_\_ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for award of Agreement “**Selection of Service Provider for Assessment and Placement under Mukhya Mantri Yuva Swavalamban Yojana for Government of Chhattisgarh**” with CHiPS, vide Invitation for Tender (Tender Document) Document dated \_\_\_\_\_, issued by The CEO, Chhattisgarh Infotech Promotion Society Raipur, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh Infotech Promotion Society Raipur or any governmental authority, representing us in all matters before Chhattisgarh Infotech Promotion Society Raipur, and generally dealing with CHiPS in all matters in connection with our Proposal for the said Project.

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

For \_\_\_\_\_

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. \_\_\_\_\_)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).







**CERTIFICATE AS TO AUTHORISED SIGNATORIES**

I, certify that I am ..... of the ....., and that ..... who signed the above Bid is authorized to bind the corporation by authority of its governing body.

Date

(Seal here)

**ANNEXURE III- DECLARATION FOR NOT BLACK LISTED**

(Scanned copy of original to be provided as part of Techno-Commercial Proposal (Envelope – B))

Date.....

To,

CEO, CHPS

SDC Building, Near Police Control Room

Opp. to New Circuit House, Civil Lines

Raipur, Chhattisgarh- 492001

Dear Sir,

Ref.: Tender No.

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

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

## ANNEXURE IV -DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank \_\_\_\_\_)

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the

Bank) having its Head/Registered office at \_\_\_\_\_ (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The CEO of Chhattisgarh Infotech 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 \_\_/\_\_/2017 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 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.

Notice Inviting Tender | Website: <https://eproc.cgstate.gov.in>

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 V-A: NUMBER OF CANDIDATES ASSESSED IN FY 2015-16**

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

Number of candidates assessed in FY 2015-16 for fresh Engineering and/or Non-Tech Graduates

<b>S.No</b>	<b>College/ University/ Project/ Assignment</b>	<b>Number of Candidates Assessed</b>

Signature of Authorized Signatory

Date:

Company Seal:

## **ANNEXURE V-B: TIE-UP WITH COLLEGES/INSTITUTIONS**

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

<b>S. No.</b>	<b>Name of College/Institution</b>	<b>Number of Students to be Assessed</b>

Signature of Authorized Signatory

Date:

Company Seal:

## ANNEXURE V-C: TIE-UP WITH IT/ITeS/ENGG. COMPANIES

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

S.No.	Name of Company	Contact person (Name, Designation, contact number, e-mail)	Projected Demand (FY 2017& FY 2018) (Number of Positions Job Role Wise)

Signature of Authorized Signatory

Date:

Company Seal:

**ANNEXURE V-D: NUMBER OF CANDIDATES PLACED DURING  
FY 2014-15 & 2015-16 IN IT / ITeS/ENGG. COMPANIES**

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

S.No.	Name of company	Financial year during which placement was done	Number of Candidates Placed

Signature of Authorized Signatory

Date:

Company Seal:



**ANNEXURE V-E: DETAILS OF BENCHMARK SCORES FOR EMPLOYABILITY (INDUSTRY AND JOB PROFILE WISE) - FY 2014-15 & 2015-16 IN IT / ITeS/ENGG. COMPANIES**

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

SN	Sector	Job Profile	Benchmark – Language	Benchmark – QA	Benchmark – LA	Benchmark – Other	Benchmark- Overall /Full Mark	Industry	No. of companies

Signature of Authorized Signatory

Date:

Company Seal:

## ANNEXURE VI: PARTICULARS OF THE BIDDERS

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

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

Signature of Authorized Signatory

Date:

Company Seal:

**ANNEXURE VII: FINANCIAL DETAILS**

(Scanned copy of original to be uploaded online as part of Techno-Commercial Proposal (Envelope – B))

Financial Information			
	FY 2013-14	FY 2014-15	FY 2015-16
Revenue (in INR crores)			
Profit Before Tax (in INR crores)			
Net Worth of Company			
Other Relevant Information			

Signature of Authorized Signatory

Date:

Company Seal:

**ANNEXURE VIII: FINANCIAL BID FORMAT**

(This Financial Bid Format has to be filled online in e-Procurement portal and should not be attached in any of the envelope during bid submission.)

To,  
CEO,  
CHiPS  
SDC Building,  
IInd Floor, Near Police Control Room,  
Civil Lines, Raipur-492001  
E-Mail: ceochips@nic.in  
Ph: 0771-4014158

Dear Sir,

I/We hereby submit our financial bid for the “**Service provider for assessment and placement under Mukhya Mantri Yuva Swavalamban Yojana**” mentioned in the Tender document within the time specified and in accordance with Terms and Conditions as well as Scope of work. The rates are quoted in the prescribed format given below:

SNO	Head	Qty. (Q)	Rate Per Unit Without Tax (INR) Unit R= Per Assessment	Per Unit Tax (In INR) T	Per Unit Rate Inclusive of Taxes (in INR) PA=R+T	Total Amount Inclusive of Taxes (INR) TA=(PA*Q)
1	<b>Cost per Assessment</b> <ul style="list-style-type: none"> <li>• Approximate number of candidates to undergo assessment: 25000 candidates- Pre-Assessment</li> <li>• 5000 candidates- Post-Assessment</li> <li>• Minimum 3 (Three) interviews to be aligned per employable candidates.</li> </ul>	30000				

Terms & Conditions-

1. The above prices for assessment are valid for a period of 2 years from date of agreement. CHiPS may release additional work order during the period of validity.
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 in order to make the services successful and will be considered for commercial evaluation.

Signature of Authorized Signatory

Date:

Company Seal:

## ANNEXURE IX: PRE-CONTRACT INTEGRITY PACT

### 1. **GENERAL**

- 1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made on ....the day of the month..... of 2017 between, the Government of Chhattisgarh acting through CEO, Chhattisgarh InfoTech Promotion Society (CHIPS), an autonomous society under Department of Electronics and Information Technology, 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) as the First Party, intends for " Selection of Service Provider for assessment and placement under Mukhya Mantri Yuva Swawlamban Yojana (MYSY)" and M/s .....represented by Shri ..... (hereinafter called the "BIDDER", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.
- 1.2. WHEREAS the BIDDER is a ..... (Private-Company / Public Company/ Government Undertaking / Partnership firm) constituted in accordance with the relevant law in the matter and the TENDERING AUTHORITY is 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 Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

### 3. **COMMITMENTS OF THE TENDERING AUTHORITY**

The TENDERING AUTHORITY commits itself to the following:

- 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

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

#### 4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting an 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 TENDERIN 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 any state or 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 TENDER as Earnest Money/Security Deposit, with the TENDERING AUTHORITY

6.2. 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:

7.1.1. 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.

7.1.2. 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.

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

7.1.4. 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.

7.1.5. 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.

7.1.6. 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.

- 7.1.7. 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.
- 7.1.8. 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.
- 7.1.9. 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.
- 7.1.10. 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.
- 7.1.11. 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.
- 7.1.12. 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**

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/Subcontractor(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 5 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 X: BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT (EMD)

(To be provided in original as part of Technical Bid to CHiPS office as per factsheet in the RFP and softcopy to be uploaded in e-procurement system along with actual bid submission 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 Nationalized / Scheduled Bank) having its Head / Registered office at \_\_\_\_\_, and having one of its branches at \_\_\_\_\_ Raipur (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favor of Chief Executive Officer, Chhattisgarh infotech and biotech Promotion Society (CHiPS) under Department of Information Technology and biotechnology, Government of Chhattisgarh, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh (hereinafter referred to as "CHiPS") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

Whereas Name of the bidder \_\_\_\_\_ Ltd., a Company / partnership firm / proprietorship concern registered under the \_\_\_\_\_ (name of the relevant act/law under which incorporated) having its registered office at \_\_\_\_\_ (hereinafter called "Bidder" which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns) has submitted its Proposal for "**Selection of Service Provider for Assessment & Placement under Mukhya Mantri Yuva Swavalamban Yojana Project**" 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 7,50,000 (INR Seven lakhs Fifty Thousand 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 7,50,000 (INR Seven lakhs Fifty Thousand only)** without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from CHiPS stating that the

Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.

2. This Guarantee shall remain in full force and effect for a period of 180 (One hundred and Eighty) days from the \_\_\_\_\_ (Proposal Due Date).

3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by CHiPS.

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

5. CHiPS shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender

document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to CHiPS and the bank shall not be released from its liability under these presents by any exercise by CHiPS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CHiPS or any indulgence by CHiPS to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6. Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by registered mail to the Bank, addressed as aforesaid.

7. We undertake to make the payment on receipt of your notice of claim on us addressed to \_\_\_\_\_ (name of Bank along with branch address) and delivered at our above branch that shall be deemed to have been duly authorized to receive the said notice of claim.

8. It shall not be necessary for CHiPS to proceed against the said Bidder before proceeding against the bank and the Guarantee herein contained shall be enforceable against the bank, notwithstanding any other security which CHiPS may have obtained or obtained from the said Bidder, shall at the time when proceedings are taken against the bank hereunder, be outstanding or unrealized.

9. We \_\_\_\_\_ Bank lastly undertake not to revoke this guarantee during its currency except with the previous express consent of CHiPS in writing and agree that any change in the constitution of the Bank or the said Bidder shall not discharge our liability hereunder.

10. The Bank declares that it has the power to issue this guarantee and the undersigned have full powers to do so on behalf of the Bank.

Date \_\_\_\_\_ day of \_\_\_\_\_ 2017

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