



# REQUEST FOR PROPOSAL (RFP)

For

Empanelment of Certifying Authorities/Agencies for supply  
of Digital Signature Certificates



CHhattisgarh infotech & biotech Promotion Society  
(CHiPS)

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## TABLE OF CONTENT

SHORT TITLES USED IN THE TENDER DOCUMENT .....	3
1. IMPORTANT NOTE & TENDER NOTICE:.....	4
1. INTRODUCTION .....	5
ABOUT THIS REQUEST FOR PROPOSAL (RFP) .....	5
2. SCHEDULE OF RFP .....	6
3. ELIGIBILITY CRITERIA.....	7
4. SCOPE OF WORK.....	8
5. BID SUBMISSION .....	9
7. INSTRUCTIONS TO BIDDERS .....	15
8. AWARDING CRITERIA FOR WORK ORDER .....	15
9. GENERAL TERMS AND CONDITIONS OF THE BID.....	17
ANNEXURE-I .....	21
ANNEXURE-II.....	22
ANNEXURE-III.....	24
ANNEXURE-IV .....	25
ANNEXURE-V- PRE-CONTRACT INTEGRITY PACT.....	26
ANNEXURE-VI .....	33

## SHORT TITLES USED IN THE TENDER DOCUMENT

<b>1. Bidder</b>	Bidder means the Certifying Authority (CA) or Single Authorized Partner of CA who can authorize to provide the DSC and make CHiPS as a associates to provide Digital Signature.
<b>2. Successful Bidder</b>	Successful Bidder means the Bidder who becomes successful through the Tender process.
<b>3. Single Authorized Partner</b>	Single Authorized Partner should be registered in Chhattisgarh and Authorized by Certifying Authority (CA) for participating in the bid and make a tri party agreement between CHiPS, CA and single Authorized partner for providing Digital Signature Certificate (DSC).
<b>4. Call Centre</b>	Call Centre means the Centre or the Place wherein the CA shall make arrangements to receive complaints/service calls from CHiPS.
<b>5. Cost</b>	Cost means the total cost to be incurred towards the making of DSC of Tablet Computers sets and also charges to be incurred towards maintenance of Tablet in the warranty period.
<b>6. DSC</b>	Digital Signature Certificate
<b>7. CHiPS</b>	Procurement agency on behalf of Government of Chhattisgarh
<b>8. Commissioning</b>	Commissioning means the Tablet would have to be switched on and the functioning has to be tested in the presence of the acceptance team.
<b>9. Government user</b>	Government user means the person to whom the Digital Signature Certificate will be issued

## **1. IMPORTANT NOTE & TENDER NOTICE:**

CHiPS, invites competitive bids for empanelment and Rate Contract for supplying of Digital Signature Certificate for Class II with token from CAs / Registration Authority under CAs (Who is authorized to appoint any associates) in accordance Scope of work. One Certifying Authority / Single Authorized partner of Certifying Authority will be allowed for a single bid only. All bids should be addressed to

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

Bids received after the due date will be rejected.

The document can be downloaded from the website [www.cgeprocurement.gov.in](http://www.cgeprocurement.gov.in) or [www.chips.gov.in](http://www.chips.gov.in). The parties are advised to study the document carefully. Submission of response to this Request for Proposal shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the Tender document without fail. Bids received without supporting documents for the various requirements mentioned in the tender document are liable to be rejected at the initial stage itself.

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

# **1. INTRODUCTION**

## **ABOUT CHiPS**

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

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

## **ABOUT THIS REQUEST FOR PROPOSAL (RFP)**

**CHiPS** invites competitive bids for Empanelment of Digital Signature Certificate provider for supply of Class II DSC with token for a period of 2 years.

The Successful Bidder(s) should work closely with CHiPS.

## 2. SCHEDULE OF RFP

1	<b>Tender No.</b>	<b>43/CEO/ CHiPS /DSC/2017</b>
2	Scope of Work	Empanelment of Agency/Agencies for supplying of Class II Digital Signature Certificate
3	Name of the tender issuer	<b>CEO, CHiPS</b>
4	Date of issue of tender document	Tuesday , 26 / 08 / 2017
5	Last Date for Submission of Bids	Monday, 12/09/2017 up to 03:00 PM
6	Last Date of Submission of EMD	Monday, 12/09/2017 from 3:00 PM to 4 PM
7	Date of Opening of Qualification Bid Bids	Monday, 12/09/2017 up to 04:00 PM
8	Date of Price Bid opening	To be informed later through e-mail and telephone (Bidder should furnish the mobile number and e-mail of one authorized representative)
9	Place of Submission & Opening of Bids	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
10	Address of Communication	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
11	Cost of Tender Document	Rs 1,000 (Rs. One Thousand only) through online transaction.
12	Earnest Money Deposit (EMD)and Physical submission of EMD(in the form of DD/BG)	Rs. 50,000/- (Rupees 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. 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 04:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 6, Sr. no. 6).

### 3. ELIGIBILITY CRITERIA

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

#	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	Certifying Authority should be provide Approval letter of CCA for providing Digital Signature Certificate from last 3 years before 01/04/2017	Approval letter from CCA for authorization to provide DSC in the name of CA
2.	The bidder should be Certifying Authority under CCA or Single authorized partner of CA should participate in this bid	Approval letter from CCA for authorization to provide DSC in the name of CA  <b>With</b> Authorization Letter from Certifying Authority for single authorized partner (In case of single authorized partner bid in the tender)
3.	Bidder should not have been blacklisted by any of the State/Central Government or organizations of the State/Central Government in India in the past three years	Self-Declaration in this regard by the authorized signatory of the bidder.
4.	The bidder should have a local office in the state. However, if the local presence is not there in the state, the selected bidder should give an undertaking for arranging for the same within one month of award of the contract.	Undertaking letter should be submitted by the Bidder.
5.	CA whose Digital Signature Certificate have been offered in the bid shall have Technical Assistance Centre (TAC) and shall have Toll Free Number for TAC.	Documentary proof for the same should be submitted by the OEM.
7.	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 50,000/- (Rs. Fifty Thousand only) The EMD should be in the form of Demand Draft	Submit Original DD as per schedule mentioned in Fact Sheet

#### **4. SCOPE OF WORK**

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

- a. The CA /Single Authorized partner should make CHiPS as partner for issuance of Digital Signature Certificate to government employees.
- b. A separate log in ID password will be provided to CHiPS.
- c. The maximum time period for issuance of Digital signature Certificate in the name of respective employee will be 3 working days after submission of all the required documentary proof.
- d. The bidder should provide monthly stock of signing, signing + encryption in advance to CHiPS log in every month.
- e. The bidder should maintain at least minimum 100 stock in CHiPS log in for DSC.
- f. The monthly quantity will be decided mutually and based on last month consumption.
- g. The CHiPS will issue the purchase order for Token separately and Bidder should deliver the token with in 15 days from issuance of work order.
- h. The bidder should provide training to CHiPS staff for issuance of Digital Signature Certificate.
- i. The Bidder should provide one regular manpower during the contract period for issuance of Digital Signature Certificate at CHiPS.
- j. The provided log in should have provision of MIS for CHiPS.
- k. The bidder should sign a agreement with CHiPS.



## **5. BID SUBMISSION**

### **5.1 General**

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidders must form their own Conclusions about the consulting services required. Bidders and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CHiPS on the basis of this TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CHiPS. Any notification of preferred bidder status by the CHiPS shall not give rise to any enforceable rights by the Bidder. The CHiPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CHiPS.
- d) This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.
- e) Please refer “Guidelines\_to\_Bidders\_EPS\_v1.1” PDF document download along with this tender for bidding process (Annexure - VI).

### **5.2 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

### **5.3 Key Requirements of the Bid**

#### **Right to Terminate the Process**

- a) CHiPS may terminate the TENDER process at any time and without assigning any reason. CHiPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This TENDER does not constitute an offer by CHiPS. The bidder's participation in this process may result CHiPS selecting the bidder to engage towards execution of the contract.

#### **5.4 TENDER processing Fees**

Bidder needs to pay INR 1000 to for document processing through <https://eproc.cgstate.gov.in> during bid submission.

#### **5.5 Earnest Money Deposit (EMD)**

- a) EMD needs to be submitted in Demand Draft in the name of CEO, CHiPS.:-
  - 1) Scan copy of DD should be uploaded e- Procurement portal along with actual online bid submission.
  - 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 6, Sr. no. 9). OR EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank
- b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful.
- c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- d) The EMD may be forfeited:
  - If a bidder withdraws its bid during the period of bid validity.
  - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.

#### **5.6 Submission of Responses**

- a) Please refer "Guidelines\_to\_Bidders\_EPS\_v1.1" PDF documents download along with this tender for bidding submission process.

## **5.7 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.

## **5.8 Preparation and Submission of Proposal**

### **Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the TENDER process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHiPS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CHiPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

## **5.9 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.

## **5.10 Evaluation process**

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

- f) Each of the responses shall be evaluated as per the criteria and requirements specified in his TENDER.

### **5.11 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.

### **5.12 Tender Validity**

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

### **5.13 Tender Evaluation**

- i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
- a) Are not submitted in as specified in the TENDER document.
  - b) Received without the Letter of Authorization (Power of Attorney).
  - c) Are found with suppression of details
  - d) With incomplete information, subjective, conditional offers and partial offers submitted
  - e) Have non-compliance of any of the clauses stipulated in the TENDER
  - f) With lesser validity period.
- ii) All responsive Bids will be considered for further processing as below.
- Tender evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this TENDER document. The decision of the Committee will be final in this regard.
- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
  - b) The CHiPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
  - c) Further, the scope of the evaluation committee also covers taking any decision with

regard to the Tender Document, execution/ implementation of the project including management period.

- d) Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance

Proposal document shall be evaluated as per the following steps.

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

1. The bid shall be submitted in three parts, the EMD (Envelope- A), Tech-Commercial Bid (Envelope-B) & the Price Bid. Tech-Commercial Bid (Envelope-C) shall be submitted in e-Procurement Portal.

i) Earnest money Deposit (EMD)- Envelope-A: Bidder has to submit EMD of Rs. 50,000/- (Rs. Fifty Thousand only) in the form of DD from any nationalized/ scheduled bank. The EMD should be sealed in one envelope marked "EMD".

ii) a. The Tech-commercial bid- Envelope-B in e-Procurement portal shall contain technical details of the item(s) quoted and also provide full details of deviations, if any from the technical specification mentioned. The bidder should fill-up the format given in **ANNEXURE**. No alternation / modification in the format shall be permitted. Make/ Model of the equipment quoted should be clearly specified. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification quoted.

b. The tech-commercial bid must contain -

1. Authorized signatory certificate from the appropriate authority.
2. Bid form as per **ANNEXURE-II** should be duly filled in, signed and complete in all respects.
3. The Technical information of the products being offered along with brochure/ data sheet etc.
4. Any other terms and conditions from bidder (Please, note that the terms may or may not be acceptable to CHIPS).
5. All other supporting document as per eligibility criteria mentioned in this RFP.
6. Original tender documents with all pages duly signed and stamped.

7. Valid VAT/CST Certificate copy of bidder.

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

2. The Financial bid of only technically short listed bidders would be opened in presence of the authorized representatives of the bidder
3. The language for bid submission is English.
4. No bid can be modified subsequent to the deadline for submission.
5. The Bidders should note that Prices should not be indicated in the Tech-commercial and should be quoted only in the e-Procurement portal. In case the prices are indicated in the Tech-commercial bid, the bid shall stand rejected.
6. EMD of amount Rs. 50,000/- (Rs. Fifty Thousand only) shall be returned to unsuccessful bidder within 60 days after opening of Financial Bid and EMD of successful bidder will be returned as Security Deposit during contract period.
7. The Security Deposit shall be deposit after completion of Rate Contract.
8. The CHiPS will sign the agreement after declare the successful bidder.

## **7. INSTRUCTIONS TO BIDDERS**

### **1. BID PRICE**

- a. The price schedule should include, the price of goods at the site including all duties, sales taxes and other levies if any.
- b. Deviations from the specifications should be clearly brought out in the bid under technical compliance.
- c. All prices should be in Indian National Rupee (INR) and foreign Bidders should comply with all the rules and regulation of RBI, Excise and Custom at their own cost.

## **8. AWARDING CRITERIA FOR WORK ORDER**

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

- i. During the Bid evaluation, if any suppression or misrepresentation of information is brought to the notice of CH<sup>IPS</sup>, CH<sup>IPS</sup> shall have the right to reject the Bid and if after selection, CH<sup>IPS</sup> would terminate the work order as the case may be, will be without any compensation to the Bidder and the EMD/ Security Deposit as the case may be, shall be forfeited.
- ii. Bidders should note that any figures in the proof documents submitted by the Bidders for proving their eligibility is found suppressed or erased, CH<sup>IPS</sup> shall have the right to seek the correct facts and figures or reject such Bids.
- iii. It is up to the Bidders to submit the full copies of the proof documents to meet out the criteria. Otherwise, CH<sup>IPS</sup> may not consider such documents.
- iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

### **b. Tech-Commercial Bid Evaluation**

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

### **c. Price Bid Evaluation**

- i. Bidders who are qualified in Tech- Commercial Bid (Envelope-B) only will be called for Price Bid opening. The Price Bids will be opened in the presence of

- the Bidders at CHiPS. The Bidders or their authorized representatives will be allowed to take part in the Price Bid opening.
- ii. The Price evaluation will include all Duties and Taxes as given below.
    - i) In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.
    - ii) In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty;
    - iii) In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty;
    - iv) In a tender where all the tenderers are from within the State of Chhattisgarh, or where all the tenderers are from outside the State of Chhattisgarh, the sales tax or any other taxes shall be included for the evaluation of the price; and
    - v) Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh,
  - iii. The lowest cost for all the equipment as per the above evaluation will be declared as L1. CHiPS will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.

#### **d. AWARD OF CONTRACT**

- i. CHiPS may invite lowest 2 bidders to agree and match lowest price as common price for entering into the Rate Contract. After matching the lowest prices by the bidder further process will be complete.
- ii. The successful Bidder EMD will be deposit as a Performance Security for Rate Contract period
- iii. CHiPS will issue the Rate Contract to maximum 2 lowest bidders of price bid and rates are valid for a period of Two Year from the date of release of Rate Contract.
- iv. CHiPS will issue the firm Purchase Order for Token and monthly consumption of Digital Signature Certificate will be paid on rate contract basis.
- v. If bidder fails to deliver the order beyond the delivery schedule, **a grace period of 15 days will be allowed. However, a penalty as mentioned in service clause in this RFP will be imposed on the bidders availing grace period time (of 15 days). Further, CHiPS may reserve the right to cancel the order and terminate the contract for faulty Bidder and release the order to other bidders as per distribution ratio.**
- vi. No dispute can be raised by any Bidder who's Bid has been rejected and no claims will be entertained or paid on this account.
- vii. CHiPS may distribute the work according to convince and service factor. Any bidder will not raised any query on distribution of work.



## **9. GENERAL TERMS AND CONDITIONS OF THE BID**

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

- 1. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS**, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
- 2. THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and CHIPS in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- 3. PROFESSIONAL EXCELLENCE AND ETHICS.** Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
- 4. CURRENCY OF FINANCIAL PROPOSAL** shall be made in Indian Rupees (INR) only.
- 5. FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event CHIPS may make the award to the next lowest evaluated bidder or call for new bids.
- 6. AMENDMENT/CANCELLATION:** The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 7. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:** The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
- 8. THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID** not necessarily the lowest, reject any bid without assigning any reasons.
- 9. CONDITIONAL BIDS:** If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.

10. **PERIOD OF VALIDITY.** Bids shall remain valid for **180** days after last date for bid submission prescribed by CHiPS which may be extended with mutual consent. A bid valid for a shorter period may be rejected by CHiPS as non-responsive.
11. **LATE BIDS:** Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.
12. **NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, CHiPS will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and CHiPS will release the work order for the same.
13. **ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS** shall be governed as per the provisions of Chhattisgarh State Government Rules.
14. **ACCEPTANCE TESTING:** The equipment will be tested by CHiPS or CHiPS nominated agency.
15. **PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
16. **DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Any delay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions – forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default.
17. **PENALTY:**
  - a) **On delivery OF Token:** The Bidder should delivered the Token with in 15 days from firm purchase order, any delay will attract penalty of 0.5% of the undelivered item value per week up to a maximum of 5% and the penalty shall be deducted from final amount payable by CHiPS against the Work Order.
18. **TERMINATION FOR DEFAULT:** CHiPS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part.
  - a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - b. If the supplier fails to perform any other obligation (s) under the contract; or

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

**19. FORCE MAJEURE**

- a. Notwithstanding the provisions of clauses 18, 19 and 20 the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligation under the contract is the result of an event of force majeure.
- b. For purposes of this clause, “Force Majeure” means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of CHiPS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
- c. If a force majeure situation arises, the supplier shall promptly notify to CHiPS in writing of such condition and the cause thereof. Unless otherwise directed by CHiPS in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- d. If the force majeure condition(s) mentioned above be in force for a period of 30 days or more at any times, CHiPS shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days notice to the supplier in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this contract prior to such termination.

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

**21. NOTICES:** Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to CEO, CHiPS, SDC Building, Civil Lines, 02nd floor, Near Civil Lines Police Station, Raipur, Chhattisgarh-492001 Fax:- 0771-4066205, Ph No. 0771-4014158

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

**22. TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law,

RBI Guidelines, sales tax payable on components, raw materials and any other items used for their consumption or dispatched directly to respective location of colleges in the state of Chhattisgarh.

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

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

**24. PAYMENT TERMS :**

- a) All payments will be made in INR only.
- b) No advance will be paid or no letter of credit will be issued.
- c) 100% of the order value of Token will be paid based on purchase order issued and supply of token as per delivery scheduled.
- d) The bidder should raise the monthly invoices for Digital Signature Certificate Issue and CHiPS shall be made 100% Payment within 7 days of the submission of invoices The payment will be subject to fulfilment of issuance of DSCs.
- e) The Duties and Taxes as applicable at the time of supply within the Delivery Schedule specified in the Tender will be paid. In case, the Duties and/or Taxes have been reduced retrospectively, the successful bidder is liable to return the same.
- f) The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc now or hereafter imposed.

**ANNEXURE-I**

**BID FORM**

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

To,  
CEO, CHiPS  
Office of CHiPS  
SDC Building, Civil Lines,  
02nd floor, Near Civil Lines Police Station,  
Raipur, Chhattisgarh-492001  
Fax:- 0771-4066205, Ph No. 0771-4014158

Sir,

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

We agree to abide by this bid for a period of 180 days from the date fixed for bid opening in instructions to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

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

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

Dated \_\_\_\_\_ day of \_\_\_\_\_ 2017

Signature and Seal of the Bidder

**ANNEXURE-II**

**PRICE SCHEDULE**

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

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

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

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

<b>Sr. No.</b>	<b>Item</b>	<b>Description</b>	<b>Price per Unit</b>	<b>Taxes</b>	<b>Total price Per Unit inclusive Taxes</b>
1	DSC	Signing with 1 year Validity			
2	DSC	Signing with 2 year Validity			
3	DSC	Signing + Encryption with 1 year Validity			
4	DSC	Signing + Encryption with 2 year Validity			
5	Token	E Pass 2003 cryptography token			
<b>Total Amount in Figure</b>					
<b>Total Amount in Words</b>					

2. It is herewith certified that we have understood the instruction to bidders and also the general and special conditions of the bid and have thoroughly examined specifications and thoroughly aware of the nature of goods required and our offer is to supply goods and services strictly in accordance with the requirements and according to the terms mentioned in the bid.
3. We hereby offer to supply the goods and services detailed above or such portion, thereof as per agreement at the price quoted and agree to hold this offer open for acceptance for a period of 180 days from the date of opening of bid.

4. Above rates are inclusive of all taxes and Rates are valid for a period of 2 years from signing date of Agreement.
5. 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.
6. 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.

**Note:-**

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

Dated \_\_\_\_\_ 2017

(Signature and seal of manufacturer/ bidder)

**ANNEXURE-III**

**DECLARATION FOR NOT BLACK LISTED**

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

Date .....

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

Dear Sir,

Ref.: Tender No.

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

Signature of Bidder.....

Place :

Name .....

Date :

Designation .....

Seal



**ANNEXURE-IV**

CA Authorization & Support Form

(To be provided in original as part of **Qualification Bid (Envelope – B)** on letter head signed by the authorized representative of Certifying Authority for the tender)

To,  
**The CEO CHiPS**  
**Government of Chhattisgarh**  
**Raipur, CG.**

We have gone through the tender document for the said NIT for supply of Digital Signature Certificates to your organization. We \_\_\_\_\_ are Licensed Certifying Authority (CA) under Controller of Certifying Authority (CCA), Ministry of Electronics Government of India authorized M/s. -----for submission of bid and provide the services according to Tender document.

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

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

## **ANNEXURE-V- PRE-CONTRACT INTEGRITY PACT**

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

### **1. GENERAL**

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

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

### **2. OBJECTIVES**

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

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

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

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

The TENDERING AUTHORITY commits itself to the following:-

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

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

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

#### **4. COMMITMENTS OF BIDDERS**

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

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

4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.

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

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

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

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

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

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

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

## **5. PREVIOUS TRANSGRESSION**

5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

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

## **6. EARNEST MONEY (SECURITY DEPOSIT)**

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

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

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

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

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

## **7. SANCTIONS FOR VIOLATIONS**

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

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.

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

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

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

TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

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

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

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

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

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

(x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.

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

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

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

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT MONITORS**

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

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

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

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

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

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

## **10. FACILITATION OF INVESTIGATION**

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

## **11. LAW AND PLACE OF JURISDICTION**



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

**12. OTHER LEGAL ACTIONS**

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

**13. VALIDITY**

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

13.2. If one or several provisions of this Pact turn out to be invalid; the remainder of this Pact shall remain valid. In such case, the parties will strive to come to an agreement to their original intentions.

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

**TENDERING AUTHORITY**

**BIDDER**

**Name of the Officer**

**Designation**

**Witness**

1).....

2).....

**Witness**

1).....

2).....



## ANNEXURE-VI

### GUIDELINE FOR E-PROCUREMENT

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

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

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

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

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

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

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

#### **2. Digital Certificates:**

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

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

**Important Note:** bid under preparation / creation for a particular tender may only be submitted using the same digital certificate that is used for encryption to encrypt the bid data during the bid preparation / creation / responding stage. However bidder may prepare / create and submit a fresh bid using his/her another / reissued / renewed Digital Certificate only within the stipulated date and time as specified in the tender.

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

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

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

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

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

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

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

**6. Tender Time Schedule:** The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the

activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.

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

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

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

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

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

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

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

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

For any further queries / assistance, bidders may contact:

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