



Request for Proposal (RFP)  
For  
Selection of Agency for Route Survey &  
ROW Clearance under BharatNet Phase-II  
project in the State of Chhattisgarh



CHhattisgarh infotech Promotion Society  
(*CHiPS*)

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**IMPORTANT NOTE &TENDER NOTICE:**

Chhattisgarh infotech Promotion Society (herein after referred as CHiPS) invite bids for “**Selection of Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh**”.

All bids should be addressed to:

To,  
CEO, CHiPS,  
State Data Centre Building,  
2<sup>nd</sup> floor, Near Police Control Room, Civil Lines  
Raipur, Chhattisgarh– 492001.

Bids received after the due date will be rejected.

The document can be downloaded from the website <https://eproc.cgstate.gov.in> or [www.CHiPS.gov.in](http://www.CHiPS.gov.in). The parties are advised to study the document carefully. Submission of response to this Request for Proposal (hereinafter referred as "RFP") shall be deemed to have been done after careful study and examination of this document with full understanding of its implications.

Bidders must ensure that they submit all the required documents indicated in the RFP without fail. Bids received without supporting documents mentioned in the RFP tender 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.**

- Bidder shall quote the price of services with validity for 180 days

## **Disclaimer**

The information contained in this RFP document provided to the Bidders, by the CHiPS, Raipur, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP and all other terms and conditions subject to which such information is provided.

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

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

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

## 1. Introduction

### 1.1 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, and Minister for Panchayat & Rural Development, Chief Secretary, representative from the Ministry of Information Technology in Government of India and eminent persons from IT industry.

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

### 1.2 Project Background

BharatNet is a project initiated by the Government of India and funded by Universal Service Obligation Fund (USOF) with an aim to provide broadband connectivity to over two lakh fifty thousand (250,000) Gram Panchayats of India. The project aims to provide internet access using Optical Fibre Cable (OFC) and extending it to the Gram Panchayats (GPs). The project is intended to enable the Government of India to provide e-services and e-applications nationally, transforming India into a digitally empowered society and knowledge economy is the most critical and important action item for Digital India.

The BharatNet project is of national importance, with a highly scalable network infrastructure to provide on demand, easily affordable broadband internet connectivity of 02 Mbps to 20 Mbps for all households and on demand capacity to all institutions, to realize the vision of Digital India, in partnership with the states and the private sector.

### 1.3 About this Request for Proposal (RFP)

Chhattisgarh infotech Promotion Society (CHiPS), the nodal agency of Department of Electronics & Information Technology, Government of Chhattisgarh invite bids for “**Selection of Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh**” as detailed in Scope of Work in this RFP.



The bidders are advised to study the tender document carefully. Submission of bids shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses the overall eligibility criteria for the bidders.

## 2. Fact Sheet

S.No	Activity	Description
1.	Tender No.	04/CEO/CHiPS/NIT/BharatNet/2018
2.	Scope of Work	Selection of Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh
3.	Name of the tender issuer	CEO, CHiPS
4.	Date of issue of tender document	Monday, 15/01/2018
5.	Last date for sending Pre Bid Query	Monday, 22/01/2018 up to 11:00 AM
5.	Pre Bid Meeting	Monday, 22/01/2018 at 12:00 PM, CHiPS office Raipur
6.	Last Date for Submission of Bids	Tuesday, 06/02/2018 up to 03.00 PM
7.	Physical submission of EMD (in the form of DD/BG)	Tuesday, 06/02/2018 from to 03:00 PM to 05:00 PM
8.	Date of Opening of Technical Bids	Tuesday, 06/02/2018 at 05:15 PM
9.	Date of Technical Presentation	To be informed later through e-mail and telephone
10.	Date of Commercial Bid opening	To be informed later through e-mail and telephone
11.	Place of Submission & Opening of Bids	Office of CHiPS, SDC Building, 02nd floor, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
12.	Address of Communication	Office of CHiPS, SDC Building, 02nd floor, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
13.	Cost of Tender Document	Rs 20,000 (Rs. Twenty Thousand only) through online payment in e-Procurement portal.
14.	Earnest Money Deposit (EMD)	Rs. 95, 00,000/- (Rupees Ninty Five Lakhs only). EMD may be submitted in Demand Draft in favour of; CEO, CHiPS:- 1) Scan copy of DD should be uploaded in e-Procurement portal along with actual online bid submission. 2) Original copy of the DD should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 10, Sr. no. 07). 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:

S.No	Activity	Description
		1) Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission. 2) Original copy of BG should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 10, Sr. no. 7).
15.	Validity of Proposal	Proposals must remain valid for 180 days from the date of submission
16.	Bid Submission	Bid submission will be online through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> .
17.	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>
18.	Method of Selection	QCBS

### 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 document. The bidder must also possess the technical know-how and the financial wherewithal that would be required to successfully execute the services for —LiDAR survey, route identification, and necessary ROW clearances under BharatNet Phase-II project in the State of Chhattisgarh. 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	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
1.	<p><b>Legal Entity</b> :- The prime bidder should be:</p> <ul style="list-style-type: none"> <li>- registered in India under companies Act 1956 OR a firm registered under the Partnership Act 1932 OR LLP Act 2008 OR proprietary firm</li> <li>- registered with GST</li> <li>- operating in India for the last 5 (five) years</li> </ul> <p><b>Consortium Partner Condition:</b></p> <p>In case of Consortium (not more than 2 partner including prime bidder) all the partner's should full fill the above criteria In case of consortium, the applicant consortium shall submit a valid agreement among the members. All the consortium members shall be jointly &amp; severally liable.</p>	<p>a) Certificate of registration or firm registration or proprietary registration b) Copy of GST registration certificate c) Copy of audited annual accounts for the last 5 (five) financial years i.e., FY 2012-13, FY 2013-14, FY 2014-15, FY 2015-16 &amp; FY 2016-17</p> <p>In case of Consortium:</p> <p>Copy of valid certificate of incorporation issued by competent authority in India by each of the consortium members as above Valid agreement on INR 100/- Stamp Paper concluded among all the members of the consortium duly stamped and signed by the Authorized Signatories of the companies under consortium dated prior to the submission of bid.</p> <p>The agreement shall clearly specify the details of prime bidder and other consortium members, outline the financial strengths, technical strengths, roles and responsibilities of each of the members of the consortium</p>
2.	<p><b>Turnover :</b></p> <p>The prime bidder should have a minimum average Annual turnover of Rs. 9 Crore from Indian operations over the last three Financial years (FY 2014-15, FY 2015-16 and FY 2016-17)</p> <p>Bidder should have positive Net profit after tax during each of the last three financial</p>	<p>Extracts from the audited Balance sheet and Profit &amp; Loss Account; OR Certificate from the statutory Auditor</p>

S. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	years namely FY 2014-15, FY 2015-16 and FY 2016-17	
3.	<p><b>Past Experience:</b> The prime bidder or consortium partners should have cumulative experience as per the scope of work mentioned below, in last 5 (five) years as on bid submission date</p> <p>“Experience of successfully completing the LiDAR survey for route identification inclusive of ROW clearance, for laying of OFC/ gas pipeline/utility/ infrastructure/mining etc., of at-least 2500 Km AND</p> <p>Experience in obtaining the Forest ROW clearance of at least 300 Km AND</p> <p>Having at-least 01 vehicle for carrying out LiDAR survey</p>	<p>Bidder should submit the following:</p> <p>i) Project Completion Certification from the client in case of completed projects ii) Agreement/ Purchase Order / Work Order issued by client iii) Self-declaration on company letterhead about LiDAR vehicle duly signed by authorised signatory</p>
4.	<p>The sole bidder or Consortium partners (cumulative) should have done projects of LiDAR survey for route identification, obtained Forest ROW clearance for laying of optic fiber/gas pipeline/utilities/infrastructure/mining etc., in last 5 (five) years of at least INR 3 Crores</p>	<p>Completion Certificates from the client; OR Work Order + Self Certificate of Completion (Certified by the Statutory Auditor); OR Work Order + Phase Completion Certificate from the client (Highlighted Scope of Work/ services clearly)</p>
5.	<p>The bidder/all partner’s in consortium 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</p>	<p>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)</p>
6.	<p>A power of attorney / Board resolution in the name of the person signing the bid</p>	<p>Original Power of attorney/ Board resolution copy</p>
7.	<p>The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of the Rs. 95,000,00/ (Rs. Ninty Five Lakhs only) The EMD should be in the form of DD/Bank Guarantee (As per format</p>	<p>Rs. 95,000,00/ (Rs. Ninty Five Lakhs only) EMD may be submitted in Demand Draft in the name of Chief Executive Officer, CHiPS:-  Rs. 95, 00,000/- (Rupees Ninty Five Lakhs only).</p>

S. No	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the Eligibility Criteria
	prescribed in this RFP) issued by a Nationalized / Scheduled Bank	<p>EMD may be submitted in Demand Draft in favour 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 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 10, Sr. no. 07).</li> </ol> <p>OR</p> <p>EMD may be submitted in the form of Bank Guarantee (BG) as per format mentioned in the RFP on stamp paper of value required under law duly signed by authorized representative of Bank:</p> <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 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 10, Sr. no. 7).</li> </ol>

## **4. Instructions to Bidders**

### **4.1 General**

- a) While every effort has been made to provide comprehensive and accurate background Information, requirements and specifications, Bidders must form their own conclusions about the 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. 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 Annexure-H for e-procurement guidelines.

### **4.2 Compliant Tenders / Completeness of Response**

- a) Bidders are advised to study all instructions, forms, terms, 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 asset out within this TENDER.
  - ii. Include all supporting documentations specified in this TENDER

### **4.3 Pre-Bid Meeting & Clarifications**

#### 4.3.1 Bidders Queries

- a) CHiPS shall hold a pre-bid meeting with the prospective bidders on Date & time and Address mentioned in Fact Sheet of this document.
- b) Maximum two (2) authorized representative of interested organization may attend pre-bid conference at their own cost after giving prior intimation to CEO, CHiPS.
- c) 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 e-mail of only authorized representative of the bidder with Subject line: "BharatNet Phase-II Route Survey/ROW-Pre-bid query".
- d) Pre-bid queries of only those bidders will be responded who have submitted the queries in required format on or before the last date of submission of pre-bid queries
- e) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- 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

- 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) The purpose of the meeting is to provide 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.

#### 4.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) CHiPS shall 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 CG-e-procurement portal <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.

#### **4.4 Key Requirements of the Bid**

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

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

##### **4.4.2 Tender Fees**

Bidder needs to pay INR 20,000 for document processing through <https://eproc.cgstate.gov.in> during bid submission.

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

- a) EMD needs to be submitted in Demand Draft/ BG in the name of CEO, CHiPS:-
  - Scan copy of DD should be uploaded e- Procurement portal along with actual online bid submission.
  - 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. 10, Sr. no. 7).

OR

- b) 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
  - Scan copy of BG should be uploaded in e-Procurement portal along with actual online bid submission.
  - Original copy of BG should be submitted to CHiPS office between 03:00 PM to 05:00 PM on the last date of bid submission (please refer fact sheet in this RFP at page no. 10, Sr. no. 7)
- c) EMD of all unsuccessful bidders shall be refunded by CHiPS within 60 Days of the bidder being

notified as being unsuccessful.

- d) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.
- e) 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.

#### **4.4.4 Submission of Responses**

- a) Please refer Annexure-H for e-procurement guidelines.

#### **4.4.5 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 B or for consortium as per Annexure I mentioned in this TENDER.

### **4.5 Preparation and Submission of Proposal**

#### **4.5.1 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 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.

#### **4.5.2 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.

### **4.6 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.

#### 4.6.1 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.

#### 4.6.2 Tender Validity

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

#### 4.6.3 Tender Evaluation

- i) Initial Bid scrutiny will be held and in complete 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) Withincompleteinformation,subjective,conditionaloffersandpartialofferssubmitted
  - e) Submitted without the documents requested in the checklist
  - f) Have non-compliance of any of the clause stipulated in the TENDER
  - g) With lesser validity period.
- ii) All responsive Bids will be considered for further processing as below.
  - a) 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 defined in this TENDER document. The decision of the Committee will be final in this regard.

- b) 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.
- c) CHiPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- d) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
- e) 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
- f) Proposal document shall be evaluated as per the subsequent section.

#### **4.6.4 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.

#### **4.6.5 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

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 online, however CHiPS may request for hard copies in quality print as and when required.
- b) Supporting document should clearly indicate value of the completed project, and the scope of work/ services should be clearly highlighted.
- c) Completion certificate should clearly indicate the value and duration of the project.
- d) In case the 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, may result in rejection of their bid.

#### 4.6.6 QCBS (Quality and Cost Based Scoring)

Proposals will be evaluated as given below and the Bidders obtaining highest marks for their offering shall be declared as the 'Preferred Bidders'. Upon acceptance of the Price of the 'Most Preferred Bidder' with or without further negotiations, CHiPS may declare the 'Most Preferred Bidder' as the Successful Bidder for the agreement

Technical Evaluation Criteria					
S. No	Technical Evaluation Parameter	Marking Criteria	Marks	Maximum Marks	Documents Required
1.	The average annual turnover (in INR) of last 03 consecutive financial years i.e. (FY 2014-15, 2015-16, 2016-17)	>=9 Cr. but <12 Cr.	5	20	Extracts from audited balance sheet and P&L statement OR Certificate from the Statutory auditor
		>=12 Cr. but <15 Cr.	10		
		>=15 Cr. but < 18 Cr.	15		
		>=18 Cr.	20		
2.	The bidder should have experience in LiDAR Survey for route identification in last 05 Years	>= 2500 Km but <3000 Km	5	20	Bidder should submit the relevant PO/Work orders clearly reflecting the quantum of the work to be performed
		>= 3000 Km but <3500 Km	10		
		>= 3500 Km but <4000 Km	15		
		>= 4000 Km	20		
3.	The bidder should have experience in obtaining Forest ROW clearances during the last 05 years	>=300 Km but < 400 Km	5	20	Bidder should submit the relevant PO/Work orders clearly reflecting the quantum of the work performed
		>=400 Km but < 500 Km	10		
		>=500 Km but < 600 Km	15		
		>=600 Km	20		
4.	The bidder should have mobile LiDAR vehicles	1 vehicle	5	20	Bidder should submit a self-declaration on company letterhead with sign and seal of the authorized signatory for this tender
		2 vehicles	10		
		3 vehicles	15		
		4 or more vehicles	20		

5.	Presentation	Technical presentation by bidder	Upto 10	10	Technical presentation by bidder
6.	Project Plan, Approach & Methodology	Submission of proposed Project Plan, Approach and methodology along with bid submission	Upto 10	10	Submission of proposed Project Plan, Approach and methodology along with bid submission

#### 4.6.7 Evaluation of Commercial Bid

- a) The commercial bids of only technically successful Bidder(s) whose bids have been awarded 55 marks or more 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.
- b) The bidder with the Highest Technical Marks will be awarded 100 marks and others bidders will be awarded on percentile 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.
- c) 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 30:70 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 =  $(TM * 0.30 + CM * 0.70) * 100$

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.

#### **4.7 Prequalification and Technical Proposal**

##### **4.7.1 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 bid 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) Power of attorney granting the person signing the proposal, the right to bind the bidder as the (Constituted attorney of the Directorate).
- d) A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document should be submitted online.

##### **4.7.2 Technical proposal**

- a) Proposal particulars
- b) Proposed approach and methodology
- c) Proposed Project Plan and Schedule

##### **4.7.3 Commercial proposal**

- a) Commercial Quote

##### **4.7.4 Modification and withdrawal of Bids**

- a) 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 CHiPS.
- b) Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

#### **4.8 Proposal Forms**

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

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

#### **4.9 Local Conditions**

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

#### **Contacting the Chhattisgarh infotech Promotion Society, Raipur**

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

#### **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 GST 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 2: 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 Evaluation Committee or its authorized representative will open the tenders online. Sequence of online bid opening is as follows:

- a) EMD
- b) Technical
- c) Commercial

#### 4.13 Deciding Award of Contract

- a) 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.
- b) CHiPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. CHiPS shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.
- c) The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHiPS at the opening of bid.
- d) CHiPS shall inform those Bidders whose proposals are accepted via issuance of Letter of Intent (LoI) in duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by CHiPS. After acceptance of LoI, Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS.
- e) CHiPS will sign the Agreement with Successful Bidder for a period of 12 months or completion of project, whichever is later.

#### **4.14 Confidentiality**

- a) As used herein, the term —Confidential Information means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.
- b) The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.
- c) At all-time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- d) The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- e) The obligations of confidentiality under this section shall survive rejection of the contract.

#### **4.15 Publicity**

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

#### **4.16 Execution of Agreement**

After acknowledgement of the Lol 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 within Fourteen (14) days from the issue of Lol.

#### **4.17 Duration of the contract:**

The Contract shall be valid for a period of 12 months or completion of project, whichever is later.

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

##### **4.18.1 Termination Clause**

##### **4.18.1.1 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:-

- a) The selected bidder commits a breach of any of the terms and conditions of the bid.
- b) The bidder goes into liquidation, voluntarily or otherwise.
- c) 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. CHiPS reserves its right to cancel the order in the event of delay and forfeit the bid security as liquidated damages for the delay. If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- d) 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.
- e) 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.
- f) 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.

##### **4.18.1.2 Consequences of Termination**

- a) 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.

- b) Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHiPS under law or otherwise.
- c) 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.

#### **4.18.2 Liquidated Damages**

- a) Notwithstanding CHiPS's right to cancel the order, liquidated damages for any delay in execution at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- b) Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- c) CHiPS reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by CHiPS to the bidder. Liquidated damages will be calculated on per week basis.

#### **4.18.3 Penalty**

- a) The Bidder shall perform its obligations under the agreement entered into with the CHiPS, in a professional manner. In the event of failure of maintaining the SLA, penalty should be imposed on basis of the cost of concerned services as mentioned in SLA and would be levied subject to a maximum of 10% of the total service cost. CHiPS 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.
- b) If any act or failure by the bidder under the agreement results in failure or inoperability of systems and if the CHiPS has to take corrective actions to ensure functionality of its property, the CHiPS reserves the right to impose penalty, which may be equal to the cost it incurs or the loss it suffers for such failures.
- c) CHiPS may impose penalty to the extent of damage to its any equipment, if the damage was due to the actions directly attributable to the staff of Bidder.
- d) The CHiPS shall implement all penalty clauses after giving due notice to the bidder.

- e) If the Bidder fails to complete the due performance of the contract in accordance with the specification and conditions of the offer document, the CHiPS reserves the right either to cancel the order or to recover a suitable amount as deemed reasonable as Penalty / Liquidated Damage for non-performance.

#### **4.18.4 Dispute Resolution Mechanism**

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

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) Matter will be referred for negotiation between Officer nominated by CHiPS and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15 days.
- c) In case any dispute between the Parties does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.
- d) 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.
- e) 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.

#### **4.18.5 Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address. A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **4.18.6 Force Majeure**

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

- a) Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- b) Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- c) 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 CHiPS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by 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.

#### **4.18.7 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 CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

#### **4.18.8 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 effecting the SLA which is beyond the control of the successful bidder.

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

S. No	Description	Target	Penalty
1	Completion of task / Activities and Submission of Deliverables and reports as per Section 9 of this tender	As per timelines mentioned in Section 9 of this tender.	0.25 % value of the undelivered part of the Cluster for every 1 week of delay in submission on an incremental basis to a maximum of 10%.  If the penalty goes beyond 10%, CHiPS reserves the right to terminate the contract in addition to forfeiture of performance security.

## **5. Right of Monitoring, Inspection and Periodic Audit**

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.

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**

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 favor of the CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any



costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

- Negligence or wrongful act or omission 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 or its team.
- The indemnity shall be to the extent of 100% of project cost in favor of the CHiPS.

## 5.4 Payment Schedule

### 5.4.1 Payment Milestones

Activities	Payment Schedule (%age of Total fee to be released)	Deliverables
Mobilization Advance	5% of the order value	Signing of Agreement, Submission of Security Deposit, and detailed project execution plan
LiDAR survey	6.25% of the order value upon completion of each cluster (total 25%)	A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc. shall also be recorded in the detailed survey register. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map
ROW application submission	5% of the order value upon completion of each cluster (total 20%)	acknowledgement receipt from the concerned authority
MSI Handholding	2.5% of the order value upon completion of each cluster (total 10%)	The successful bidder shall obtain an acceptance letter from the MSI post hand-holding certifying that the route plan to lay the optic fibre cable/data/inputs etc., have been shared and are satisfactory as per Annexure J
ROW Clearance	7.5% of the order value upon completion of each cluster (total 30%)	Clearance certificate from the concerned authority
ABD Diagram	2.5% of the order value upon completion of each cluster (total 10%)	Final ABD diagram, verified by MSI and approved by CHiPS

### 5.4.2 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.

- The Selected Bidder has failed to adhere to any of the milestones as laid down in the 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.

#### **5.4.3 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.

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.

#### **5.4.4 Dispute Resolution**

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.
- 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.

#### **5.5 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.

#### **5.6 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 or Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

#### **5.6.1 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.

#### **5.6.2 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.

#### **5.6.3 “No Claim” Certificate**

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

#### **5.6.4 Publicity**

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

### **GENERAL**

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

- Nothing in the Contract constitutes any fiduciary relationship between the CHiPS and
- Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the CHiPS and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- CHiPS 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 CHiPS.

#### Survival

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

#### Entire Contract

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

To

The CEO,

Chhattisgarh infotech 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.

### **5.7 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.

### **5.8 Modification**

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

### **5.9 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 form. 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.

### **5.10 Application**

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

### 5.10.1 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 PracticesII) 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

- a) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CHiPS who is or has been associated in any manner, directly or indirectly with the Selection Process or the 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 CHiPS,

shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

b) 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 CHiPS in relation to any matter concerning the Project;

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

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

**“Undesirable practice” means**

a) establishing contact with any person connected with or employed or engaged by CHiPS with the objective of canvassing,

b) lobbying or in any manner influencing or attempting to influence the Selection Process; or

c) having a Conflict of Interest; and

**“Restrictive practice” means**

a) 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.

**5.10.2 Arbitration**

CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require

that the dispute be referred for resolution to The CEO, Chhattisgarh infotech Promotion Society, 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, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.



## 6. Scope of Work

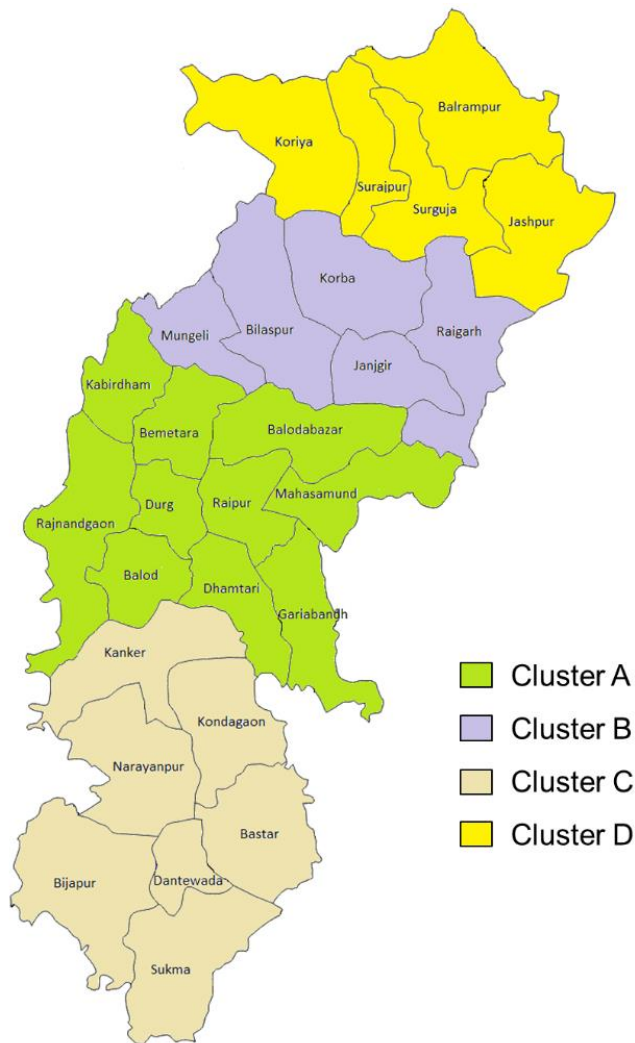
The Chhattisgarh BharatNet Phase-II project involves taking optical fibre connectivity to 85 blocks and 5987 gram panchayats for laying 32,466 KM of optical fibre cable in ring topology using IP-MPLS technology. CHiPS has identified the routes for laying of fibre through Desktop based GIS survey and the same shall be shared with the successful bidder in KML/Shape file.

The broad scope of work necessarily, but not exclusively includes the following activities;

1. The successful bidder shall conduct LiDAR survey (as per desktop based GIS survey route) for;
  - a. Identification of route to facilitate laying of optical fibre cable
  - b. Identification of the route where ROW is mandatory
  - c. Identification of bottleneck, if any, which may affect the execution
2. Identification of the routes if any, which deviate from the GIS desktop report provided by CHiPS and suggest the substitute route, the successful bidder should take approval from CHiPS before mapping it with the new route
3. Identification, recording, and collection of route details like Strata, bridges, culverts, causeways, rail over/under bridges, forest, NH, wild life, VIP areas, Defence area, Public & Private land, water bodies, level crossings with LC number, CC roads etc
4. Identification of the routes where laying of fibre will be difficult during monsoon season and share the report with CHiPS
5. Identification of private agriculture land if any
6. Identification of valley and hilly areas if any
7. Identification and recording presence of other operators and utilities like cable/gas pipeline/oil pipeline/ water pipeline etc., on the same proposed route
8. Recording of any ongoing construction and expansion work by various authorities
9. Collation of required data, documents, approvals required for submission and approval of ROW and if required mapping of LiDAR survey data into format required by concerned ROW authority/CHiPS
10. The selected firm should provide the soft copy of SHAPE & KML file in CDs and hard disk to the CHiPS
11. Post on-boarding of Master System Integrator (MSI the implementing agency for laying the optical fibre), the bidder should hand-hold the required data
12. The successful bidder, if required should assist the MSI as and when required (to help identify the routes/re-verification of the routes, identify new routes in case of any challenge in laying the fibre on the proposed route etc.,)

The entire survey activity shall be carried out in cluster wise as shown in the diagram below:

The following 04 clusters were identified with Clusters C and D being the highest priority clusters for implementation followed by Clusters A and B:



### 6.1 Detailed Scope of Work

- LiDAR Survey
- ROW
- As Built Diagrams
- Post on-boarding of the MSI

#### 6.1.1 LiDAR Survey

- All the government agencies/institutions/ and concerned authorities should be given a written notice before initiation of the survey
- Detailed survey using LiDAR technology should be carried out to identify the agencies/ department/owners who are the stakeholder's of that forest/wildlife/road/Highway/rail/land of route etc.,
- Documentation of the LiDAR survey
- Identification of soil( normal and hard rock) and indicating on route maps
- Identification of routes where several agencies claim the ownership
- Identification of routes on the same stretch which are covered under multiple government agencies/stakeholders
- Identification of any pipeline/high voltage electrical line along the routes
- Identification of any existing fibre/ducts/conduit in the routes
- Identification of existing underground utilities
- Preparation of site and route maps with all utilities
- Liaising with local authorities
- A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc., shall also be recorded in the detailed survey report. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map.
- On the basis of surveys, jurisdiction of various road, forest and rail authorities for laying the Optical Fibre Cable along the decided routes shall also be marked
- OFC is to be laid straight as far as possible along the road near the boundaries, away from the burrow pits
- The OFC is to be laid along the roads at a minimum distance of 15 Meters from the center-line of the road or in accordance with the permission from the concerned road authorities in view of their road-widening plan
- OFC carries high capacity traffic and is planned for 20 years of life, it is imperative that the cable is laid after obtaining due permission from all the concerned authorities to avoid any damage/shifting at a later stage and also disruption of services/revenue loss
- Extensive route survey and reconnaissance has to be carried out by bidder to collect the following essential data and supported by Web based Online Tracking to monitor the daily progress
- Road/Rail/Bridge/River/Canal crossings and other features are also required to be collected and presented in the tabular form link wise along with the drawings.
- Identify the revenue forest area under forest compartment.

1	Bridge	19	Railway Tracks
2	Building	20	Reservoir
3	Building Name*	21	River
4	Canal	22	Road Name*
5	Road centerline	23	Road Width
6	Compound Wall	24	Surface Type
7	Creek	25	Traffic Island
8	Culvert	26	Tree (Group / Isolated)
9	Divider Island	27	Manholes (Other utilities)
10	Drainage	28	Water (Major) Pipe Lines
11	Fence	29	Light pole / Lamppost
12	Flyover	30	Electric pole
13	Footover Bridge	31	Road Signs
14	Footpath	32	Slum
15	Visible gasoline / power markers	33	Telephone pole
16	Lakes	34	Milestones
17	Nala	35	Ponds
18	Visible OFC route markers		

**6.1.2 Li-DAR Survey Should be carried out using Mobile LiDAR mapping equipment having multiple sensors:**

- a) LiDAR (Class 1 laser with typical range of 30 meter at least)
- b) Imaging (consists of optical image sensors to capture 360 Degree Panoramic spherical imagery with each image having at least 4 µm pixel resolution) and positional (Dual Frequency GNSS receiver capable of tracking 40+ channels with tightly integrated Altitude and Heading Reference system (AHRS)- all integrated and synchronized from a single clock.

**6.1.3 Right of Way**

- Route survey work for underlying optical fibre laying should be carried out through Li-DAR survey techniques (mapping of LiDAR survey data into DGPS format if required by concerned ROW authority)
- On the basis of work methodology (Open trenching/HDD) ROW application shall be prepared requesting for permission
- Identification of forest area, railway crossing, National Highways, and State Highways from the GIS route provided by CHIIPS

- Application should contain all the details like route plan/ line diagram, methodology of work etc., along with length & calculation of area that suffice the necessity of obtaining the ROW clearance
- Preparation of proposal for ROW clearance as required by liaising with the authorities.
- Should apprise the concerned authorities and CHiPS of any challenges which hinder the progress of proposal
- Should coordinate with the concerned authorities and CHiPS to get resolution of any queries/challenges that arise during the process of proposal approval
- The demand note required for ROW processing fees shall be raised to the CHiPS by the bidder well in advance and CHiPS shall release the required ROW payment in the name of concerned ROW authority
- The successful bidder should do the required documentation/coordination with concerned authority for ROW clearance
- The successful bidder should get the clearance of the ROW proposal

### **6.1.3. As Built Diagram**

- As and when a link is commissioned, the bidder should get in contact with the MSI, collate the required information and prepare the report and submit the final copy to the CHiPS for easy maintenance of the OFC route.
- The bidder should submit a draft Performa for the Inputs required from the MSI to capture the changes against the approved route survey reports by CHiPS. The same performa would be cross verified by the bidder during the preparation of ABD drawings of the Link by visiting the Link site. The ABD shall be separately prepared for each route.
- The successful bidder shall get the ABD diagram validated by the MSI and obtain approval from CHiPS

#### **The ABD should contain the following details**

- a) Cable Details
- b) Make and size of the cable
- c) Identification of cable drums deployed
- d) Test reports

#### **Joint Details**

- a) Location of Joint Chamber (lat/long details indecimal degree format up to eight decimal places).
- b) Depth of Joint Chamber covers from ground level.

- c) Details of cable slack left at each joint chamber.
- d) Splice loss details.

#### **FDMS Details**

- a) Details of FDMS deployment
- b) Fiber Connectivity Details

#### **Route marker Details**

- a) Location of Cement / Electronic Route Marker (lat/long details in decimal degree format up to eight decimal places)
- b) Route Marker Identification details

#### **OFC Alignment Details**

- a) Offset of cable from centre of the road at every 10 meters
- b) Details of crossings (road/rail/nala etc) should be provided
- c) Depth profile of Cable at every 10 Meter interval
- d) Details of protection with type of protection
- e) Location of culvert and bridges with their lengths and scheme of laying of HDPE/PLB pipe thereon
- f) Important landmarks to facilitate locating the cable in future to include culverts, houses, petrol pumps, schools etc
- g) Location of Joints and manholes
- h) Location of Cement and Electronic Route Markers
- i) The OFC alignment details shall be provided at multiple Levels of Detail (LOD) to facilitate section wise identification of route. While one sheet shall contain the entire link the LOD would gradually increase to upto 400m on a single sheet
- j) Diagram shall consist of Cable Route Details on Geographical Map drawn to scale with prominent land marks and alignment of cable with reference to road
- k) Indexing and referencing of the diagrams shall be made to provide easy identification of route details

#### **Landmarks along route**

- a) All important landmarks for verification along the OFC route corridor would be recorded as part of the ABD. The corridor would include all verifiable landmarks up to 25m on each side along the centre of the road

- b) All landmarks recorded as part of the ABD would be provided along with accurate lat & long details in decimal degree up to eight decimal places
- c) The broad category of landmarks to be recorded would be as given below:-
- Milestones
  - Culverts
  - Bridges
  - Important building footprint
  - Road features

ABD shall provide the basis for carrying out GIS mapping of the entire OFC route alignment. The GIS details required to be recorded as part of the ABD shall be measured using DGPS system (providing sub meter accuracy) and Total Stations. Readings recorded through these systems would use accurate control stations and shall be digitally corrected by using appropriate software. ABD shall be generated using CAD tool(s).

Accuracy of details provided as part of the ABD will be very critical for successful implementation of the GIS based Optical Fiber NMS. A penalty of Rs 50,000.00 will be levied on the Contractor for each inaccurate recording of lat/long and distance details in the ABD and discovered during the ATP.

The diagram shall be bound in A-4 size book with cover. The cover shall be laminated and should have the following details:-

- Name of the project organization
- Name of the OFC Link with ID
- Name of the purchaser
- Date of commencement of work
- Date of completion of work

Tender received without signed copy of the Integrity Pact document, will be liable to be rejected

#### **6.1.4. Post on-boarding of the MSI**

Post on-boarding of Master System Integrator (MSI the implementing agency for laying the optical fibre), the bidder should hand-hold all the collated data of the site survey, route identification, ROW clearances, and all the necessary data to the MSI after approval from the CHiPS.

The bidder should also ensure a good coordination with the MSI throughout the project and help facilitate all the documents/data required by the MSI as needed for smooth implementation of the project.

If any change request for route pops up at the time of implementation, the bidder should re-verify the route/find a new route and obtain all the permissions as required.

The successful bidder shall obtain an acceptance letter from the MSI post hand-holding certifying that all the data/inputs etc., have been shared.

## **6.2 Confidentiality and Intellectual Property Rights (IPR)**

### **6.2.1 Confidentiality**

- 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.

### **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 as 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.

### 6.3 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. Award of Contract

CHIPS may at its sole discretion and in accordance with the terms of this RFP, declare the Bidder quoting the lowest Price Bid as the lowest bidder (“L1-T1 Bidder”). CHIPS shall not be responsible for any erroneous calculation of Taxes or any subsequent changes in rates or structure of the Taxes. All differences arising as aforesaid shall be fully borne by the Successful Bidder. The Price Bid shall be inclusive of all the activities as listed in the RFP

### 8. 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.

### 9. Project Deliverable and Timelines

The bidder should ensure that the deliverables are submitted to Government of Chhattisgarh. Within the timelines mentioned as below. The following are the key deliverables:

S. No	Project Activity/ Scope of Work	Deliverables (Reports/ Docs/ Infra.)	Timelines	Length
1.	Signing of Agreement, Submission of Security Deposit, and detailed project execution plan	Agreement and Security Deposit	10 days from date of issue of letter of Intent. (T= Singing of agreement)	-NA-
2.	Completion of site survey for <b>Cluster C</b> division, submission of ROW application form	LiDAR Site survey, route identification, A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc. shall also be recorded in the	T + 16 Days	Approx 6063 KM

		detailed survey register. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map		
3.	Submission of ROW Application	All the required documents duly signed by concerned authorities	T+21 Days	
4.	Completion of Site Survey for <b>Cluster D</b>	LiDAR Site survey, route identification, A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc. shall also be recorded in the detailed survey register. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map	T + 27 Days	Approx 4119 KM
5.	Submission of ROW Application	All the required documents duly signed by concerned authorities	T+31 Days	
6.	Completion of Site Survey for <b>Cluster A</b> division	LiDAR Site survey, route identification, A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc. shall also be recorded in the detailed survey register. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map	T + 62 Days	Approx 14523 KM
7.	Submission of ROW Application	All the required documents duly signed by concerned authorities	T+70 Days	
8.	Completion of Site Survey for <b>Cluster B</b> division	LiDAR Site survey, route identification, A detailed measurement of lengths of cable route along with details of rail/road crossings, culverts, causeways, forest, NH, wild life etc. shall also be recorded in the detailed survey register. The probable locations of joints, terminations and regenerators shall also be decided and marked on the route map	T+ 82 Days	Approx 7763 KM
9.	Submission of ROW Application	All the required documents duly signed by concerned authorities	T+90 Days	

10.	Clearance of ROW permission for Cluster C	Approved copy/certification of ROW clearance from concerned authority (inclusive of all clearances)	T+145 Days	As per Survey report
11.	Clearance of ROW permission for Cluster D	Approved copy/certification of ROW clearance from concerned authority	T+160 Days	As per Survey report
12.	Clearance of ROW permission for Cluster A	Approved copy/certification of ROW clearance from concerned authority	T+210 Days	As per Survey report
13.	Clearance of ROW permission for Cluster B	Approved copy/certification of ROW clearance from concerned authority	T+240 Days	As per Survey report

## ANNEXURE A - FINANCIAL PROPOSAL FORMAT

### Tender Document No

To

The Chief Executive Officer,

SDC Building, Near Police Control Room Civil Lines, Raipur- 492001

Sir,

I/We hereby submit our Financial Proposal. The rates are quoted in the prescribed format given below:

#	Description	Length in Meter (A)	Per Meter Cost (INR) inclusive of all taxes (B)	Total Cost (C=A*B)	Weight (D)	Weighted Cost (INR) E = (C x D)
1	LiDAR survey	27467000			5	
2	ROW clearances inclusive of Forest/railways/national/highway/roads /agriculture/lands/wild life/revenue forest etc.,	5000000			1	
Total						

\*present GST Rates i.e. 18% should be considered for filling the above table.

Weighted Average Cost per Meter in 'Words =

Please note the following:

1. 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.
2. Prices are valid for a period of 180 days from date of submission of the Bid.
3. This template is only for reference purpose. The financial bid needs to be filled only on the E-Procurement portal.

Signature of the Bidder with seal

**ANNEXURE B - FORMAT FOR POWER OF ATTORNEY**

(To be provided 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 Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh”**, vide Invitation for Tender (Tender Document)

Document dated 15/01/2018, 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 CHIIPS in all matters in connection with our Proposal for the said Project.

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

For -----

(Signature)

(Name, Title and Address)

Accept

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

(Name, Title and Address of the Attorney) Notes:

To be executed by the Bidder

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

**ANNEXURE C - 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

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 D - 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 \_\_\_/\_\_\_/2018 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 forbear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHIPS Raipur or any indulgence by CEO, CHIPS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

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

Signed and Delivered by \_\_\_\_\_ Bank by the hand of Shri \_\_\_\_\_ its \_\_\_\_\_ and authorized office.

Authorized Signatory \_\_\_\_\_ Bank



**ANNEXURE E - DEED OF CONSORTIUM**

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal  
(Envelope B Online) on stamp paper of value required under law duly signed by 'lead bidder' for  
the tender)

**TO WHOEVER IT MAY CONCERN**

Whereas we, M/s. \_\_\_\_\_, and M/s. \_\_\_\_\_ (names of members of the consortium of bidders as registered by the relevant registering authority under the deed relating to their respective incorporation) have formed a consortium named \_\_\_\_\_ to compete as a single consortium for the award of the work for which Notice Inviting Tenders (NIT) has been issued by the \_\_\_\_\_, Government of Chhattisgarh vide its NIT No. \_\_\_\_\_ dated \_\_/\_\_/\_\_\_\_, M/s. \_\_\_\_\_ as a member of the said consortium and having its registered address as \_\_\_\_\_ is hereby duly authorized to fully represent and act on behalf of, and as 'lead bidder' of the said consortium to sign the tender proposal, conduct negotiation(s), sign agreement(s) / contract(s), incur liabilities and receive communication(s) for, and on behalf of, the consortium, and, further, to transact all other necessary affairs in connection with all matters related to, or arising from, with the said NIT. We hereby confirm that we are jointly and severally liable, together with the other member(s) of the said consortium, to the Government of Chhattisgarh in the Department Electronics and Information Technology for all obligations of the consortium in respect of all matters related to, or arising from, the said NIT.

In witness whereof, we have hereunto set under our respective hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)	Signing for and on behalf of, and under authority from, M/s. _____ (name of member of consortium)
_____ (Signature)	_____ (Signature)	_____ (Signature)
Name of signatory _____	Name of signatory _____	Name of signatory _____
Designation of signatory _____	Designation of signatory _____	Designation of signatory _____
(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under whose authorization signing)	(Seal of member of consortium for and under hose authorization signing)
Name of witness _____	Name of witness _____	Name of witness _____

Signature of  
witness\_\_\_\_\_

Signature of  
witness\_\_\_\_\_

Signature of  
witness\_\_\_\_\_

## **ANNEXURE F - 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 ..... 2018..... between, the Government of Chhattisgarh acting through Shri. .... (Designation of the officer, Department) Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) and the First Party, proposes to procure (name of the Stores/Equipment/Work/Service) and M/s .....represented by Shri ..... (Hereinafter called the "BIDDER/Seller", which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) and the Second Party, is willing to offer/ has offered.

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

### **2. OBJECTIVES**

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

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

2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from

bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

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

The TENDERING AUTHORITY commits itself to the following:-

3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favor 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, favor, 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, favor, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favor 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 favor of.....

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



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

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

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

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

## **7. SANCTIONS FOR VIOLATIONS**

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

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

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

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

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

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

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

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

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

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

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

The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by

a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

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

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

## **8. FALL CLAUSE**

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

## **9. INDEPENDENT MONITORS**

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

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

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

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

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

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

## **10. FACILITATION OF INVESTIGATION**

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

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

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

## **12. OTHER LEGAL ACTIONS**

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

**13. VALIDITY**

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

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

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

**TENDERING AUTHORITY**

**BIDDER**

**Name of the Officer**

**Designation**

**Witness**

1).....  
2).....

**Witness**

1).....  
2).....

## ANNEXURE G - BANK GUARANTEE FORMAT FOR EMD

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

This Deed of Guarantee executed at \_\_\_\_\_ by \_\_\_\_\_ (Name of the Nationalised Bank) having its Head / Registered office at \_\_\_\_\_, and having one of its branches at \_\_\_\_\_ Raipur (hereinafter referred to as "the Guarantor") which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of Chief Executive Officer, Chhattisgarh infotech Promotion Society (CHiPS) under Department of Information Technology, Government of Chhattisgarh, having its office at SDC Building, 02nd floor, 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 award of **"Selection of Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh"** vide Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ issued by CHiPS Government of Chhattisgarh (hereinafter referred to as "the Project").

Whereas in terms of the Invitation for Tender Document No \_\_\_\_\_ dated \_\_\_\_\_ (hereinafter referred to as Tender Document) issued by CHiPS, the Bidder is required to furnish to CHiPS an unconditional and irrevocable Bank Guarantee for an amount of INR 95, 00, 000 (INR Ninty Five Lakhs only) as Earnest Money Deposit and the Guarantor has at the request of the Bidder agreed to provide such Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, \_\_\_\_\_ Bank hereby agree, declare, undertake and guarantee as follows:

1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CHiPS an amount not exceeding INR 95,00,000 (INR Ninety Five Lakhs 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 authorised to receive the said notice of claim.

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

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

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

Date \_\_\_\_\_ day of \_\_\_\_\_ 2016

**Signature of the Issuing / Authority with seal**

**CORPORATE SEAL**

**For \_\_\_\_\_ Bank**

Note: A covering letter of confirmation is also to be given by the bank along with this bank guarantee.



## ANNEXURE H - 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 up to 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 e-Procurement 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 ad 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), or Tel. No. 0771 - 4014158 or email: pro-chips@nic.in.

## ANNEXURE I - FORMAT FOR POWER OF ATTORNEY – FOR CONSORTIUM

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal (**Envelop B** Online) on stamp paper of value required under law duly signed by 'all members of Consortium' for the tender)

Whereas Chhattisgarh Infotech Promotion Society (hereinafter referred to as "CHiPS") has invited Proposals from interested parties for award of contract for the project "**Selection of Agency for Route Survey & ROW Clearance under BharatNet Phase-II project in the State of Chhattisgarh**" in the State of Chhattisgarh (hereinafter referred to as "the Project"), vide Invitation for Tender (hereinafter referred to as Tender Document) document dated 15/01/2018, issued by Government of Chhattisgarh, and,

Whereas, we, (Name of Address of the Lead Member) and (Name of Address of the other Member of Consortium), (hereinafter collectively referred to as "the Consortium"), propose to submit our Proposal in accordance with Tender Document and on being awarded the contract, to implement the Project in accordance with the terms and condition of the Tender Document and other connected documents in respect of the Project,

And whereas it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium all acts, deeds and things, as may be necessary, in connection with the aforesaid Project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We \_\_\_ and \_\_\_ (respective names of the members of the Consortium) hereby nominate \_\_\_\_\_ (Name of the lead member of the Consortium), being one of the members of the Consortium, as the Lead Member of the Consortium, and authorize ---- (Name of the Lead Member) as our constituted attorney in our name and on our behalf, to do or execute all or any of the acts, deeds or things necessary or incidental to the Consortium's Proposal for the Project, including, inter-alia, submission of Proposal, participating in conferences, responding to clarifications/queries, submission of information/documents and generally to represent the Consortium in all its dealings with CHiPS or any other Governmental Authority, in connection with the Project until culmination of the process of bidding and thereafter until the Agreement is entered into with CHiPS.

And we hereby agree that all acts, deeds and things lawfully done by our said attorney, pursuant to this Power of Attorney, shall be construed as acts, deeds and things done by us and we undertake to ratify and confirm all and whatsoever that the said attorney shall lawfully do or cause to be done for us by virtue of the power hereby given.

In Witness hereof we have signed this deed on this the \_\_\_\_\_  
\_\_\_\_\_ day of \_\_\_\_\_.

1. For and on behalf of \_\_\_\_\_

2. For and on behalf of \_\_\_\_\_

Notes:

- To be executed by all the members in the Consortium.
- 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 executants (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 resolution/ power of attorney in favor of the person executing this power of attorney for the designation of power hereunder on behalf of the Consortium member.

Form 2 – General information about the Bidder

**Brief company profile (required for both Lead bidder and consortium member)**

Name of Bidder	
Address of Bidder	
Incorporation Status of Bidder (Public Ltd, Private Ltd. etc.)	
Year of Establishment	
Date of Registration	
ROC Reference Number	

<b>Contact Persons (for the proposal)</b>		
Name	<Person 1>	<Person 2>
Organisation		
Address		
Telephone		
Fax		
e-mail		

The form may be supported by additional information on Bidder organization

**ANNEXURE J - FORMAT FOR LIDAR SURVEY REPORT ACCEPTANCE CERTIFICATION**

**Project Name** \_\_\_\_\_

**Cluster** \_\_\_\_\_ **KM** \_\_\_\_\_

**Survey Start Date** \_\_\_\_\_ **End Date** \_\_\_\_\_

**This is to confirm and certify that:**

The data submitted by \_\_\_\_\_ (Name of Agency) with report/covering letter # \_\_\_\_\_ submitted on \_\_\_\_\_ (date) for the cluster \_\_\_\_\_ along with route plan to lay the optical fibre has been reviewed and found satisfactory.

Remarks are as follows:

- 1.
- 2.
- 3.

**Enclosed:**

1. Approved route plan for cluster \_\_\_\_\_
2. Any other data/information that is relevant

Report submitted by  
(Name of Survey agency with seal & sign)

Report reviewed/validated  
(Name of MSI with seal & sign)

Certified by  
(Concerned authority of MSI with seal & sign)

**ANNEXURE K - FORMAT FOR CERTIFYING THAT ONLINE & OFFLINE DOCUMENTS  
ARE IDENTICAL**

(To be provided in original as part of online Envelope-B: Technical Proposal by all consortium partners)

Date.....

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

Dear Sir,

Ref.: Tender No.

We ..... (Name of the bidder) hereby submit one set of original documents of our proposal (except the financial proposal) in response to notice inviting tender date ..... and tender document no. .... and confirm that :

- a. Online and Offline documents are identical.
- b. In case of discrepancies in online & offline documents, Online Documents would be considered valid.
- c. Offline Documents does not include Financial Proposal. In case, it contains the Financial Proposal, our bid will be summarily rejected.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal