



Chhattisgarh Infotech Promotion Society | Government of Chhattisgarh

Integrated Grievance Redressal System

**REQUEST FOR PROPOSAL FOR
SELECTION OF MASTER SYSTEM
INTEGRATOR
FOR
DESIGN, IMPLEMENTATION,
OPERATIONS AND MAINTENANCE OF
IGRS**

Disclaimer

This Request for Proposal (“RFP”) is issued by the Chhattisgarh Infotech Promotion Society (“CHiPS”). Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither CHiPS, nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed Integrated Grievance Redressal System (IGRS), or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information contained in this RFP is selective and is subject to updating, expansion, revision and amendment at the sole discretion of CHiPS. It does not, and does not purport to, contain all the information that a recipient may require for the purposes for making a decision for participation in this process. Neither CHiPS nor any of its officers, employees nor any of its advisors nor consultants undertakes to provide any Party with access to any additional information or to update the information in this RFP or to correct any inaccuracies therein which may become apparent. Each Party must conduct its own analysis of the information contained in this RFP, to correct any inaccuracies therein and is advised to carry out its own investigation into the proposed IGRS project, the regulatory regime which applies thereto and by and all matters pertinent to the IGRS project and to seek its own professional advice on the legal, financial and regulatory consequences of entering into any agreement or arrangement relating to the IGRS project.

This RFP includes certain statements, estimates, projections, targets and forecasts with respect to the IGRS project. Such statements estimate, projections, targets and forecasts reflect various assumptions made by the management, officers and employees of CHiPS, which assumptions (and the base information on which they are made) may or may not prove to be correct. No representation or warranty is given as to the reasonableness of forecasts or the assumptions on which they may be based and nothing in this RFP is, or should be relied on as, a promise, representation or warranty.

Contents

Disclaimer.....	1
Fact Sheet / Bid Control Sheet (BCS).....	5
1 Introduction.....	8
1.1 Request for Proposal	8
1.2 Structure of the RFP	8
1.3 Background Information.....	8
1.3.1 About Chhattisgarh State	9
1.3.2 About CHiPS	9
1.3.3 Overview of current state and envisioned state of grievance redressal in the state of Chhattisgarh	10
1.3.4 Workflow.....	12
2 Scope of Work	14
2.1 Scope of Services.....	14
2.1.1 Project Tenure	14
2.1.2 Call and Social Media Centre	14
2.1.3 Grievance Redressal System	14
2.1.4 Feedback/Proactive response Mechanism.....	15
2.1.5 Infrastructure Requirement	15
2.1.6 Manpower Requirement.....	15
2.1.7 Training Requirements	18
2.1.8 Call Centre manpower uniform.....	18
3 Project Schedule.....	19
4 Instructions to the Bidders	20
4.1 General	20
4.2 Compliant Bids / Completeness of Response	20
4.3 Code of Integrity	21
4.4 Pre-Bid Meeting and Clarifications	21
4.4.1 Pre-Bid Conference	21
4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum	22
4.5 Right to Terminate the Process.....	22
4.6 RFP Document Fees	23
4.7 Earnest Money Deposit (EMD).....	23
4.8 Bidder's authorised signatory	24
4.9 Preparation and Submission of Proposals	24
4.9.1 Proposal Preparation Costs.....	24

4.9.2	Language	24
4.9.3	Venue & Deadline for Submission of Proposals	24
4.9.4	Proposals submitted after designated time of submission	24
4.9.5	Disqualification.....	24
4.9.6	Late Bid	25
4.9.7	Format of submission.....	25
4.9.8	Authentication of Bids.....	28
4.9.9	Right to the content of bid proposal.....	28
4.9.10	Commercial Bid Format	29
4.10	Deviations	29
4.11	Evaluation Process.....	29
4.11.1	Proposal Opening	30
4.11.2	Proposal Validity	30
4.11.3	Proposal Evaluation	30
4.11.4	Stage-1: Pre-Qualification Evaluation	30
4.11.5	Stage-2: Technical Evaluation	33
4.11.6	Stage-3: Commercial Evaluation process.....	36
4.11.7	Stage-4: Final Evaluation.....	36
4.12	Appointment of Successful Bidder	37
4.12.1	Award Criteria.....	37
4.12.2	Right to Accept Any Proposal and To Reject Any or All Proposal(s).....	37
4.12.3	Notification of Award	37
4.12.4	Contract Finalization and Award.....	37
4.12.5	Performance Guarantee	38
4.12.6	Signing of Contract.....	38
4.12.7	Failure to Agree with the Terms and Conditions of RFP	38
4.13	Fraud and Corrupt Practices	38
4.14	Conflict of Interest.....	39
4.15	Obligations	41
4.16	Amendment of the RFP	42
4.17	Exit Management.....	42
5	Payment Terms and Payment Schedule	46
5.1	Payment Terms	46
5.2	Payment Schedule	46
6	Service Level Agreement	47
6.1	Definitions.....	47
7	Annexure I: Pre-Qualification Bid Templates	49
	Form-PQ1: Pre-Qualification Bid Covering Letter	50
	Form-PQ2: Compliance to Pre-Qualification Criteria	52
	Form-PQ3: Format for Cover Letter for Earnest Money Deposit	54
	Form-PQ4: Bank Guarantee for Earnest Money Deposit	55
	Form-PQ5: Details of Bidder Organization	55

Form-PQ6: Format for Power of Attorney to Authorized Signatory	57
Form-PQ7: Annual Turnover and Net Worth.....	58
Form-PQ8: Format for Bidder’s Experience	60
Form-PQ10: Undertaking of not being Blacklisted	61
Form-PQ11: No Deviation Certificate	62
Form-PQ12: Total Responsibility	63
Form-PQ13: Undertaking for No Conflict of Interest	64
8 Annexure II: Technical Bid Templates	65
Form-TQ1: Technical Bid Covering Letter	66
Form-TQ2: Compliance Sheet for Technical Proposal	67
Form-TQ3: Format for Bidder’s Experience.....	68
Form-TQ4: Approach and Methodology	69
Form-TQ5: Proposed Work Plan (Work Schedule and Planning for Deliverables)	70
Form-TQ6: Team Composition	71
Form-TQ7: Manpower Deployment Plan	72
Form-TQ8: Proposed Technical Solution	73
Form-TQ9: Curriculum Vitae (CV) of Key Manpower	74
9 Annexure III: Commercial Bid Templates	76
Form-CP1: Commercial Bid Covering Letter	76
Form-CP2: Commercial Proposal Forms.....	78
9.1.1 Summary of Costs	78
9.1.2 CAPEX Cost	78
9.1.3 OPEX Cost.....	79
9.2 Format for Performance Bank Guarantee.....	81
9.3 Non-Disclosure Agreement.....	83
9.4 Format of Integrity Pact	87

Fact Sheet / Bid Control Sheet (BCS)

No.	Information	Details
Introduction		
1.	Project Name	RFP for selection of master system integrator for Design, Implementation, Operations and Maintenance of Integrated Grievance Redressal System (IGRS) Solution
2.	Tender Published by	Chhattisgarh Infotech Promotion Society (CHiPS)
3.	Tender No.	01/CEO/CHiPS/IGRS/2022
e-Tendering Portal		
4.	e-Tendering Portal (or e-Tendering Website)	https://eproc.cgstate.gov.in/
5.	e-Tendering Support	For latest details on the support mechanism, the bidder may visit e-Tendering Portal <ul style="list-style-type: none"> 1800 419 9140 (Toll-Free)
Tender Fees and Earnest Money Deposit		
6.	Tender Fee	Rs. 10,000/- (Rupees Twenty Thousand Only) to be paid on e-Tendering Portal through online payment mode only
7.	Earnest Money Deposit	Rs. 50,00,000/- (Rupees Fifty Lakh Only) valid at least 45 days from the Bid Validity Period to be submitted online only
8.	Submission of EMD and Power of Attorney (Online submission)	EMD needs to be submitted online as per "Earnest Money Deposit" section of this RFP EMD receipt, tender fee receipt and Power of Attorney also needs to be submitted in hard copy at the communication address mentioned below (Cover 1)
9.	Communication Address	State Data Centre Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
RFP Availability and Mode of Submission		
10.	Availability of RFP Documents	RFP document and amendments there to can be downloaded from the e-Tendering Portal

No.	Information	Details
11.	Mode of Submission of RFP	<p>As mentioned in sub-section titled 'Contents of Covers'. The detailed information regarding the submission can be obtained from e-Tendering Portal</p> <p>Bidders are required to submit One Original Hard Copy of Cover 1 prior to 3.30 pm on the last date of bid submission.</p> <p>The other parts of proposal (Cover-2, Cover-3 and Cover-4), Bid Submission will be online through e-Tendering Portal only. Please note that only online bids will be considered for evaluation of offers.</p> <p>Bidder needs to submit a duly signed and stamped copy of RFP and all its corrigendum (if published)</p>
12.	Bid Validity Period	180 days from the last date and time of submission
13.	Currency	Currency in which the Bidders may quote the price and will receive payment is – Indian Rupees Only (INR)
14.	Language of Bid Submission	Proposals should be submitted in English only
Communication Details		
15.	Communication Address	<p>All communications, including proposal documents should be addressed to:</p> <p>CEO, Chhattisgarh infotech Promotion Society, 2nd Floor, State Data Centre Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh –492001 Tel.: +91-771-4014158 Email: ceochips@nic.in, Website: www.chips.gov.in</p>
16.	e-Mail Address for submission of Pre- Bid Queries	To- ceochips@nic.in
Important Dates		
17.	Start date of issuance / sale of RFP document	29-04-2022
18.	Pre-Bid Conference	02-05-2022, 15:00

No.	Information	Details
19.	Last date for Submission of bid	11-05-2022 15:00
20.	Date and time of opening of Pre-Qualification bids	11-05-2022, 17:00
21.	Date and time for opening of Technical bids	Will be informed to the eligible bidders at a later date
22.	Date and time for opening of Commercial bids	Will be informed to the eligible bidders at a later date
23.	Method of Selection	The method of selection is: Technically qualified and Quality-and-Cost Based (QCBS) selection. Minimum Qualifying Score, in Technical Evaluation is 70% of total marks, for moving to the subsequent stage of opening of Financial Bid
24.	Performance Guarantee	Performance Guarantee should be equivalent to the 10% of total contract value.

Note: The above dates, time and venue may be altered by the Purchaser at its sole discretion after giving prior notice to the Bidders. Some of the information provided above is further elaborated in the subsequent sections of this RFP and the information provided in the subsequent sections of this RFP are to be read in conjunction and are to be interpreted harmoniously

1 Introduction

1.1 Request for Proposal

The sealed bids are invited from eligible, reputed, qualified Firms with sound technical and financial capabilities for Design, Development, Implementation and Maintenance of IGRS solution as detailed out in the Scope of Work Section of this RFP Document.

The intent of this RFP is to invite proposals from the agencies/firms/companies (also referred to as 'bidders') to enable the Chhattisgarh Infotech Promotion Society (also referred to as 'Purchaser') to select Master System Integrator for design, implementation, operations and maintenance of IGRS Solution.

1.2 Structure of the RFP

This Request for Proposal (RFP) document for the project for Purchaser comprise of the following.

- i. Instructions on the bid process for the purpose of responding to this RFP. This broadly covers:
 - General instructions for bidding process
 - Bid evaluation process including the parameters for Pre-Qualification, Technical Evaluation, Commercial evaluation and Final Evaluation to facilitate Purchaser in determining bidder's suitability as the implementation partner
 - Payment schedule
 - Formats for submission of bids (including Pre-qualification, Technical & Financial Bid format)
- ii. Solution requirements and Scope of Work of the project. The contents of the document broadly cover the following areas:
 - About the project and its objectives
 - Scope of Work
 - Project schedule
 - Manpower Requirements

The Bidders are expected to examine all instructions, forms, terms, Project requirements and other information in the RFP documents. Failure to furnish all information required as mentioned in the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of the proposal.

1.3 Background Information

One of the core responsibilities of the government is to ensure citizen contentment with the government processes and any grievance that may arise with the government processes should be timely and optimally redressed. Currently, The citizen face multiple challenges in terms of grievance reporting and redressal. At present there is no standardized IT enabled integrated platform that can track and resolve grievances. Most citizens approach the grass root or frontline officials with their grievances and there

is no stipulated timeline by which it has to be resolved. The quality of response also varies on a case to case basis.

The state government is committed to enhance contentment of people of the state with the government services. In addition to providing a platform for reporting grievances, government intends to provide timely, convenient and optimal redressal of grievances. Given the people-centric focus of the state government and the fact that the government engages lot of resources in the delivery of services and benefits to the state's nearly 2.6 crore people and technological advancements, it is imperative that feedback be sought on the delivery experience and the process be optimized by the implementation of evidence / data driven decision making. With increased citizen expectations, the government is being asked to making the delivery of government services more convenient by seeking citizen feedback and redressing all the grievances that may arise during the service delivery lifecycle.

This is planned to be done by implementation of state-of-the-art command centre which will be able to seek feedback and provide grievance redressal services to the citizen of the state using various access channels such as Call, SMS, Push Notification, WhatsApp, Mobile Application, Web Portal, Social Media Platforms such as Facebook, Twitter, etc. Timely and optimal grievance redressal is planned to be provided to the citizen by live, transparent grievance tracking & status update, implementation of SLAs, inter-department coordination, evidence & event based data driven process optimization.

1.3.1 About Chhattisgarh State

Chhattisgarh, a 21st century State, came into being on November 1, 2000. Good Governance is the highest priority in this Fast Track State with both policy as well as political stability. The State is in excellent fiscal health and focus was always on keeping less Government and more Governance.

Chhattisgarh is truly a land of opportunities. With all major minerals including diamond in abundance, it is the richest State in mineral resources. There are mega industries of Steel, Aluminium and Cement. Chhattisgarh contributes substantially to the Human Resources of India. Chhattisgarh now is home to several education institutions of national importance like IIM, IIT, AIIMS, IIIT and NIT.

Its' large power surplus is attracting power-intensive industries, and the State is poised to become the power-hub of the nation. Its central location helps easy power transmission to any part of the country.

12% of India's forests are in Chhattisgarh, and 44% of the State's land is under forests. Identified as one of the richest bio-diversity habitats, the Green State of Chhattisgarh has the densest forests in India, rich wildlife, and above all, over 200 non-timber forest produces, with tremendous potential for value addition.

One third of Chhattisgarh's population is tribal, mostly in the thickly forested areas in the North and South. The central plains of Chhattisgarh are known as the "Rice Bowl" of Central India. Female literacy has doubled in the last decade, and male literacy is higher than India's average. Gender ratio is next only to Kerala. Bastar is known the world over for its unique and distinctive tribal heritage. The Bastar Dashera is the traditional celebration of the gaiety of tribal. Many virgin, unexplored tourism destinations are there in all the parts of Chhattisgarh.

1.3.2 About CHiPS

CHiPS, a Registered Society promoted by the Government of Chhattisgarh, is the nodal agency and prime mover for propelling IT growth and implementation of IT plans in the State. The Hon'ble Chief Minister heads the High-Powered Governing Council of CHiPS it includes Minister for Finance & Commercial Taxes, Minister for Commerce & Industry, Minister for IT), Minister for Education, Minister

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

CHiPS is involved as State Designated Agency (SDA) in National e-Governance Plan MMP's implementation of some mega IT Projects like CHOICE, e-Gram Suraj, Gyan-Vinimay (e-classroom), e-Procurement, SWAN, SSDG, e-District, Bhuiyan and GIS, CSC'S, Student Life Cycle Management and Allied Services, Digital Secretariat.

1.3.3 Overview of current state and envisioned state of grievance redressal in the state of Chhattisgarh

At present there is no standardized IT enabled platform that can track and resolve grievances. Most citizens approach the grass root or frontline officials with their grievances and there is no stipulated timeline by which it has to be resolved. The quality of response also varies on a case-to-case basis. Most of the cases are not even adequately redressed and communication of redressal is often not shared with the citizen due to lack of medium for information sharing.

Problems from Citizen Perspective

The citizen face multiple challenges in terms of feedback and grievance which are mentioned below

Limited mechanism to give feedback: At present, there are limited mechanisms in the government to provide objective feedback of public services, which can be analysed by government to bring improvements in future. Rapid Assessment System (RAS) is a Government of India system which asks for feedback from the citizens through SMS. However, they have a common template, and usually people do not provide the right phone numbers and/or do not reply to SMS.

Cumbersome grievance procedure: At present, there is no unified and easy to use mechanism to register the grievance. In absence of an easy-to-use mechanism, the citizens often resort to informal grievance or submit their grievance manually. Given the low rate of literacy in state, the citizen face challenge in submitting written application. For submission of the written application, the citizens are often required to visit District or State Headquarters leading to loss of time and wages.

Lack/Absence of transparency regarding updates/information about the status of grievance redressal: Even when the grievance is registered, there are no updates provided to citizens on the action taken by the government to timely resolve the grievance. In some cases, the grievance may be marked as resolved without solving it to the citizen's satisfaction.

Problems from Government Perspective

The government also face multiple challenges in terms of feedback and grievance which are mentioned below:

Limited mechanism to collect feedback for improvements: In most public service delivery, either there is no provision to collect citizen feedback or the feedback is not collected in a structured manner. Due to lack of analysable feedback, the ability of the government to bring improvements gets severely constrained.

Lack of mechanisms to track and resolve grievances: There are a few grievance redressal systems (Lok Swaraj, More Bijlee District Helpline, etc.) which exists in silos and do not address all the services. There are no comprehensive digital systems which can accept grievances, assign them to the concerned individual and track the resolution of grievances as per stipulated SLAs. As a result of this, government fails to address concerns of citizens in a time bound manner which sometimes result in dissatisfaction or mistrust in the government.

Envisioned state

It is envisioned that the state will develop a system which can be used by all departments to obtain feedback from citizen. There will be provisions to create customized feedback for each service and obtain through multiple channels viz. a call, SMS, Web form, push notifications on mobile phone etc.

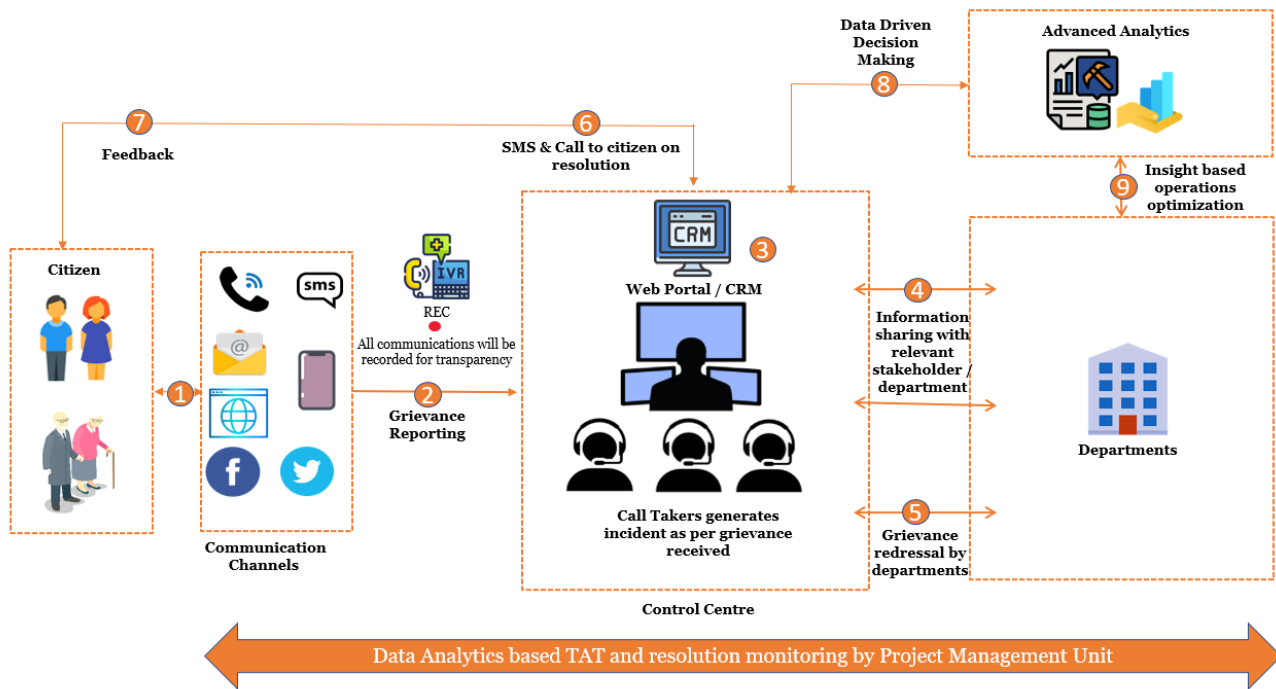
Similarly, there will be a common IT enabled grievance platform which can be availed by all departments. Grievances can be lodged by citizen through multiple channels viz. a call, SMS, Web form, push notifications on mobile phone etc. The department and citizen will be able to track progress on resolution. Accountability and timelines for grievance resolution would be fixed resulting in faster and reliable grievance resolution.

The envisioned state for stage can be summarized as:

<p>Effective feedback collection from citizens for all public services and analysis of the same to improve delivery of public services in the state</p>	<p>Making use of an online, multi-channel, customizable mechanism being used by different departments</p>
<p>Effective redressal of grievances through one stop grievance redressal mechanism for all public services in the state</p>	<p>Making use of a robust digital grievance redressal mechanism, accessible across multiple channels, being used by different departments for registering grievances for all public services in the state, assigning concerned officials for redressal, tracking redressal status and reporting the same to citizens</p>

1.3.4 Workflow

The grievance feedback and grievance redressal workflow will be as follows:



1. Citizen can use communication channels such as call, email, web portal, SMS, mobile application, Facebook, and Twitter for reporting grievance.
2. All the grievance reporting is planned to be recorded for transparency, quality control and audit purposes. In case of grievance reporting using voice call the citizen will choose the language, department and type of grievance using Interactive Voice Response (IVR).
3. The communication in the form of call or text will be received by the call taker. The call taker will then record the grievance related information on a web-based CRM tool / web portal by taking basic details like Name, Contact Number, Grievance Type, Address, etc. SMS based Grievance Reference Number will be sent to the citizen for confirmation and tracking purposes.
4. The information will then be made available to the relevant department by access to CRM tool / web portal or via integration.
5. Post grievance redressal by the relevant department / stakeholder, the information of resolution will be entered on the web portal by the department executives.
6. Confirmation of grievance redressal will be sent back to the citizen via SMS, Call, Social Media, etc.
7. Feedback will be sought from the citizen on the grievance redressal via SMS bot or outbound IVR based mechanism.
8. The grievance information will be stored and analyzed for data driven decision making for grievance redressal.

9. The insights generated from the data shall be provided to the departments for insights-based operation optimization. This will enable the government to take better decision based on the grievances reported.

2 Scope of Work

2.1 Scope of Services

2.1.1 Project Tenure

The project tenure is one year with a provision to extend the services for a total of two more year on an year-to-year basis.

2.1.2 Call and Social Media Centre

- a) There shall be a single toll-free point of contact (i.e. a **6 digit** number) which shall be finalized by CHiPS and operated centrally at the call center. Further, social media handles will be created and maintained by the successful bidder as per the requirement by CHiPS
- b) This proposed Call Centre, will receive calls (24*7*365) and make outbound calls between 06: 00 AM to 06:00 PM every day except mandatory national holidays. During the nonworking hours of the Call Centre, appropriate IVRS prompt would be played informing the caller about the working hours of the Call Centre. The caller number should be recorded and on the next working day, those numbers should be contacted.
- c) Seat Capacity: The bidder shall be required to establish and operate a 50-seat call center and a 4-seater social media area. It shall be established at Raipur. If the scope of services is broadened in future which necessitates more than 50 seats in case of call center and 4 seats in case of social media area, payment for such additional seats will be made by CHIPS in a prorated manner. The cost mentioned at the time of bidding will remain constant for the entire duration of the project. The number of seats for Call centre and social media can be increased or decreased as per requirement which may arise in future.
- d) Human Resources: The bidder should develop a staffing plan that will provide live call, social media response and counselling, seven days a week by trained professionals having graduation degree. The bidder must and provide adequate orientation and ongoing training for all staff. The call centre staff must be fluent in Hindi, Chhattisgarhi, & conversant in written English and Gondi, Halbi if required. They should be well versed with adequate knowledge about CHIPS mandate and programs. Manpower requirement for Call Takers and Social Media Operators can be increased or decreased based on the discretion of CHIPS on a time to time basis.

2.1.3 Grievance Redressal System

- a) Call Centre Executive will answer inquiries by providing desired information.
- b) The complains/grievances received by Call, SMS, e-mail, Facebook, Twitter, WhatsApp or written etc must be registered immediately and intimated to appropriate resource of area/locality concern to resolve the grievances. And also provide a ticket number to the complainant for further reference by SMS/e-mail.
- c) All the grievances received should be registered, recorded with ticket number in the web portal. Web portal will always updated in real time basis with grievance resolve status.
- d) Inform the complainant about the status of grievance reported.
- e) Document all call information according to standard format
- f) MSI will ensure the updating of the FAQs bank on monthly basis with consultation and approval of the CHIPS.
- g) Prepare report on daily/weekly/monthly on grievance received and its status.

2.1.4 Feedback/Proactive response Mechanism

- a) Outbound call, SMS, push notification, email, etc. to Citizens/beneficiary proactively to get feedback on quality of service provided and also to assist departments to improve the service.
- b) Prepare an analytical report on Citizen response, feedback and suggestion to improve the system

2.1.5 Infrastructure Requirement

Service provider has to install and operate appropriate IT infrastructure for timely and efficient operation and monitoring of the services. Details of Call Centre infrastructure and facilities are given in below:

- a) Call centre will be 50-seater the location for which will be provided by the Government of Chhattisgarh. Call centre executive shall be able to take and answer calls in Chhattisgarhi, Hindi and English as applicable. All interactions will be logged and maintained in the Call Centre for later reporting and analysis.
- b) Bidder needs to provision 4-seater social media infrastructure for catering to grievances received via mediums such as Facebook, Twitter, SMS, Email, WhatsApp, etc.
- c) Web portal and all the necessary hardware/software for Grievance reporting and resolution will be provided by CHiPS. Bidder needs to provision for computer telephony integration.
- d) There must be adequate provision in the Command Centre for maintaining the required PRI redundancy. Further, backup of all call records for span of one (1) month.
- e) Command Centre network must have multi-level security mechanism to protect it from attackers, hackers, worms, viruses, spamming, etc.
- f) Command Centre network shall have Firewall installed to protect unwanted intrusion into the network.
- g) All calls should be recorded in an automated logger machine (data & voice).

2.1.6 Manpower Requirement

- a) Bidder to deploy 150 Call Takers in 3 shifts (50 in each shift) at Command Centre site provided by GoCG. The number of Call Takers in each shift may be rearranged by the department as per the call volume trend. Manpower requirement for call takers can be increased or decreased based on the discretion of CHiPS on a time-to-time basis.
- b) Bidder to deploy 12 social media operators in 3 shifts (4 in each shift) at Command Centre site provided by GoCG. Manpower requirement for social media operators can be increased or decreased based on the discretion of CHiPS on a time-to-time basis.
- c) Bidder to deploy 18 Call Centre Supervisor / Quality Analysts in 3 shifts (6 in each shift) at Command Centre site provided by GoCG. Manpower requirement for Call Centre Supervisor / Quality Analysts can be increased or decreased based on the discretion of CHiPS on a time-to-time basis.

- d) Bidder needs to deploy the following minimum key manpower:
- Project Manager
 - Command & Control Center Management Expert
 - Call Centre Expert
- e) The bidder needs to maintain the minimum number of manpower and provision for adequate relievers.
- f) Bidder to maintain provision for relievers to meet the requirement of Call Takers, social media operators and supervisors.
- g) Bidder must comply to minimum wage and shift timings for all manpower.
- h) Bidder to maintain minimum manpower requirement during the tenure. In case the requirement of minimum manpower is not met, applicable penalty will be levied.
- i) Bidder to provide fortnightly roaster for deployment of Call Takers at-least 3 days in advance.
- j) Attendance of Call Centre manpower to be captured through biometric devices
- k) Should have buffer capacity for any peak in demand
- l) Minimum qualification for command center manpower:

S No	Role	No of Resources	Minimum Qualification	Deployment Phase
1.	Call Taker	150 excluding relievers	a) Educational Qualification: <ul style="list-style-type: none"> • Graduate b) Should Read, Speak & Write Hindi c) At-least 1 persons per shift should be conversant with English, Halbi and Gondi	Full Time for the O&M phase of the project
2.	Social Media Operator	12 excluding relievers	a) Educational Qualification: <ul style="list-style-type: none"> • Graduate b) Should Read, Speak & Write English and Hindi	Full Time for the O&M phase of the project
3.	Call Centre Supervisor / Quality Analyst	18 excluding relievers	a) Educational Qualification: <ul style="list-style-type: none"> • Graduate b) Should Read, Speak & Write English and Hindi c) Prior experience in at least one government call center project as a	Full Time for the O&M phase of the project

S No	Role	No of Resources	Minimum Qualification	Deployment Phase
			Call Centre Supervisor / Quality Analyst	

m) Minimum qualification for key manpower:

S No	Role	No of Resources	Minimum Qualification	Deployment Phase
1.	Project Manager	1	a) Educational Qualification: <ul style="list-style-type: none"> • BE / B. Tech / MCA and MBA or equivalent b) Professional Experience: <ul style="list-style-type: none"> • Minimum 10 years of call center experience, minimum 3 years of IT Project Management with at least 1 government project 	Full Time for the entire duration of the project
2.	Command & Control Center Management Expert	1	a) Educational Qualification: <ul style="list-style-type: none"> • Graduate b) Professional Experience: <ul style="list-style-type: none"> • Minimum 5 years of command center experience 	Full Time for the entire duration of the project
3.	Call Centre Expert	1	c) Educational Qualification: <ul style="list-style-type: none"> • Graduate d) Professional Experience: <ul style="list-style-type: none"> • Minimum 3 years call center experience 	Full Time for the entire duration of the project

Note:

The manpower mentioned in this section are the requirements as envisaged by CHiPS. The bidder may propose additional support manpower required for timely delivery and streamlined execution of project as deemed necessary by bidder at no additional cost to CHiPS. Further, in case of change in the quantum of resources is proposed by CHiPS, a time of 30 calendar days shall be given to the successful bidder to comply with the increase or decrease in resources.

2.1.7 Training Requirements

- a) Facilitate training of all Call Takers on the training environment.
- b) Call takers should be capable to handle calls related to grievance redressal
- c) Evaluate and identify trainers from the trained professionals as Master Trainers.
- d) Prepare training plan, training material (hardcopy and softcopy) includes (but not limited to the following) training SOP, training manual, step by step operating manual, call scripts etc. for the master trainers to train further.
- e) Bidder to prepare following modes of training
Classroom training – Bidder to conduct classroom training of minimum 10 resources at a time for purpose of new call takers or refresher training
Computer based tutorials – Bidder to create computer based tutorials for all functionalities available in application / web portal . The tutorials should be accessible on web for learning
- f) Bidder to update all documents on half yearly basis on basis of changing scenario, call trends, call volume, overall grievance redressal etc.

2.1.8 Call Centre manpower uniform

- a) Bidder to provide uniform, ID cards, winter clothes etc. to Call Taker, Call Supervisor, Call Quality Expert and Call Centre Expert every year
- b) Set of new uniform and accessories to be provided to new onboarded manpower
- c) Bidder to take approval on color, design, pattern of uniform from department before deployment of manpower
- d) Bidder to ensure availability of 5 extra quantity of each items (all standard size) at all time
- e) Bidder to maintain asset register for uniform/accessories handover, return and inventory for uniform.

3 Project Schedule

Workstream	Timeline
Issuance of LoI	T
Setting up of Call / Command Center	T+ 7 days
Setting up of access channels	T+ 7 days
Integration with departments	T+8 days
Training of Call Taking / Social Media Staff	T+10 days
Trial Run	T+10 days
Go-live and Project Commencement	T+11 days

4 Instructions to the Bidders

Chhattisgarh Infotech Promotion Society (hereinafter referred as “CHiPS”) invites eligible Bidders to submit their Pre-qualification, Technical and Commercial bids for design, development, implementation, and maintenance of IGRS in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

4.1 General

- a. While every effort has been made to provide comprehensive and accurate background information and requirements and specifications, bidders must form their own conclusions about the solution needed to meet the requirements. bidders and recipients of this RFP may wish to consult their own legal advisers in relation to responding to the RFP.
- b. All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the Purchaser on the basis of this RFP
- 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 Purchaser. Any notification of preferred Bidder status by the Purchaser shall not give rise to any enforceable rights by the Bidder. The Purchaser may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the Purchaser
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidders should place no reliance on such communications
- e. CHiPS may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of CHiPS.
- f. This RFP document is non-transferable.

4.2 Compliant Bids / Completeness of Response

- a. Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Proposal shall be deemed to have been done after careful study and examination of the RFP 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. Include all documentation specified in this RFP;
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - iii. Comply with all requirements as set out within this RFP.
- c. The Bids shall be submitted strictly in accordance with the requirements and terms & conditions of this RFP. The Bidder shall submit a No Deviation Certificate and a Total Responsibility Certification as per the format provided in Annexure I of the RFP. The Bids with deviation(s) are liable for rejection.

4.3 Code of Integrity

No official of a procuring entity (Purchaser) or a bidder shall act in contravention of the codes which includes

- a. prohibition of
 - i. making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the procurement process or to otherwise influence the procurement process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. Any collusion bid rigging or anticompetitive behaviour that may impair the transparency, fairness and the progress of the procurement process.
 - iv. improper use of information provided by the procuring entity to the bidder with an intent to gain unfair advantage in the procurement process or for personal gain.
 - v. any financial or business transactions between the bidder and any official of the procuring entity related to tender or execution process of contract; which can affect the decision of the procuring entity directly or indirectly.
 - vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the procurement process.
 - vii. obstruction of any investigation or auditing of a procurement process.
 - viii. making false declaration or providing false information for participation in a tender process or to secure a contract;
- b. disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

In case of any reported violations, the procuring entity, after giving a reasonable opportunity of being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

4.4 Pre-Bid Meeting and Clarifications

4.4.1 Pre-Bid Conference

- a. Purchaser shall hold a pre-bid meeting with the prospective bidders as mentioned in the Bid Control Sheet.
- b. The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to the Communication address mentioned in the Bid Control Sheet by email on or before the Last date for Submission of Queries mentioned in the Bid Control Sheet
- c. The queries should necessarily be submitted in the following format:

S. No.	RFP Document Reference(s)		

	Vol. No.	Page No.	Section No.	Content of RFP requiring clarification(s)	Points of clarification
1.					
2.					
3.					
4.					
5.					
6.					

- d. Purchaser shall not be responsible for ensuring that the bidders’ queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the Purchaser.
- e. In order to provide prospective Bidders reasonable time for making additional queries, Purchaser may, at its discretion, extend the last date and time for the receipt of queries.

4.4.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- d. The Nodal Officer notified by the Purchaser will endeavour to provide timely response to all queries. However, Purchaser makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does Purchaser undertake to answer all the queries that have been posed by the bidders.
- e. At any time prior to the last date for receipt of bids, Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- f. The corrigendum (if any) & clarifications to the queries from all bidders will be posted on the e-Tendering Portal mentioned in the Bid Control Sheet. The bidders are requested to register themselves on e-Tendering Portal and view the corrigendum (if any) & clarifications on the e-Tendering Portal.
- g. Any such corrigendum shall be deemed to be incorporated into this RFP.
- h. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, Purchaser may, at its discretion, extend the last date for the receipt of Proposals.

4.5 Right to Terminate the Process

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

- c. CHiPS will not be liable in any way to any person in case of termination of this Bid process except that if the EMD has been received from the Bidder prior to such termination, the EMD will be returned (without any interest) as promptly as possible to the respective Bidders.

4.6 RFP Document Fees

The RFP documents have been made available for download without any fee from e-Tendering Portal.

The Bidders shall submit, along with their Bids, a non-refundable Tender Fee (refer Bid Control Sheet for details). The payment shall be acceptable in following forms and payment in any other form will not be accepted:

- On e-Procurement System during bid submission process, or
- RFP document fees receipt should be submitted along with the bidder's proposal.

Proposals received without or with inadequate non-refundable RFP Document fees shall be rejected.

4.7 Earnest Money Deposit (EMD)

- a. Bidders shall submit, along with their bids, a Bid security/ Earnest Money Deposit (EMD) for an amount mentioned in Bid Control Sheet as bid security fee in the form of an Electronic Bank Guarantee under Structured Financial Messaging System (SFMS). The EMD can be issued by any scheduled commercial bank in India.
- b. EMD should only be submitted online and EMD in any other form will not be accepted. Online payment of Bid Security Fees is to be submitted using the e-procurement portal
- c. The bid security / EMD deposit receipt shall be submitted in a scanned copy attached along with the online Bid response. Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
- d. In case the EMD is not received within the stipulated deadline (provided in Bid Control Sheet) then CHiPS reserve the right to forthwith and summarily reject the Proposal of the concerned Bidder without providing any opportunity for any further correspondence by the concerned Bidder.
- e. EMD must remain valid for the period mentioned in Bid Control Sheet and the validity of the EMD should be extended in the event the last date of bid validity is extended.
- f. EMD of all unsuccessful Bidders would be refunded by the Purchaser within 60 days after the award of contract of the Bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of successful Bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in Annexure-IV.
- g. The EMD amount is interest free and will be refundable to the unsuccessful Bidders without any accrued interest on it.
- h. Proposals not accompanied with the EMD or containing EMD with infirmity(ies) (relating to the amount or validity period etc.), mentioned above, shall be summarily rejected
- i. The EMD may be forfeited in the event of:
 - A Bidder withdrawing its bid during the period of bid validity
 - A successful Bidder fails to sign the subsequent contract in accordance with this RFP

- The Bidder being found to have indulged in any suppression of facts, furnishing of fraudulent statement, misconduct, or other dishonest or other ethically improper activity, in relation to this RFP
- A Proposal contains deviations (except when provided in conformity with the RFP) conditional offers and partial offers

4.8 Bidder's authorised signatory

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorised signatory of the Bidder stating that he is authorised to execute documents and to undertake any activity associated with the Bidder's Proposal. A copy of the same should be uploaded under the relevant section/folder on the e-Procurement portal. Furthermore, the bid must also be submitted online after being digitally signed by an authorized representative of the bidding entity.

4.9 Preparation and Submission of Proposals

4.9.1 Proposal Preparation Costs

The Bidder shall bear all costs incurred in connection with participation in the RFP process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings / discussions / presentations, visits to CHiPS office at, preparation and submission of proposal, in providing any additional information required by the Purchaser to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

Purchaser will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the entire Bidding Process.

4.9.2 Language

The Proposal should be filled by the Bidder 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 Proposal documents, the English translation shall govern.

4.9.3 Venue & Deadline for Submission of Proposals

The response to RFPs must be submitted on the eProcurement portal (please refer to Bid Control Sheet for URL) by the date and time specified for the RFP. Any proposal submitted on the portal after the above deadline will not be accepted and hence shall be automatically rejected. Purchaser shall not be responsible for any delay in the submission of the documents.

The Physical Cover (Cover 1) must be submitted to the Purchaser, by the date and time specified for the RFP, at the address specified in Bid Control Sheet.

4.9.4 Proposals submitted after designated time of submission

Bids submitted after the due date will not be accepted by the e-Procurement system (please refer to Bid Fact Sheet for URL) and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

4.9.5 Disqualification

The Proposal is liable to be disqualified in, inter alia, any of the following cases or in case the Bidder fails to meet the bidding requirements as indicated in this RFP:

- a. Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- b. During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- c. The Bidder’s Proposal is conditional and has deviations from the terms and conditions of RFP.
- d. The Proposal is received in incomplete form;
- e. The Proposal is received after the due date and time;
- f. The Proposal is not accompanied by all the requisite documents;
- g. The Proposal is submitted with lesser validity period;
- h. The information submitted in the Technical Proposal is found to be misrepresented, incorrect or false, accidentally, unwittingly or otherwise, at any time during the processing of the contract (no matter at what stage) or during the tenure of the contract including the extension period, if any;
- i. The Commercial Proposal is enclosed within the technical Proposal or other Proposal;
- j. The Bidder tries to influence the proposal evaluation process by unlawful / corrupt / fraudulent means at any point of time during the Bid process;
- k. In case any one party submits multiple proposals or if common interests are found in two or more Bidders, the Bidders are likely to be disqualified, unless additional Proposals / Bids are withdrawn upon notice immediately.

4.9.6 Late Bid

Bids submitted after the due date will not be accepted by the eProcurement Portal and hence will automatically be rejected. The Purchaser shall not be responsible for any delay in the online submission of the proposal.

4.9.7 Format of submission

- a. The bidders should submit their responses as per the format given in this RFP in the following manner:

Cover	Category	Cover Name	Contents
Cover 1	To be submitted as hard copy	“Original EMD receipt, Tender fee receipt and Power of Attorney for <RFP name and reference No.>”	(i) Original Earnest Money Deposit Receipt (ii) Tender Fee Receipt (iii) Original Power of Attorney: ‘Power of Attorney to Authorized Signatory’ (Format Specified in annexure)/ Notarized copy of Board Resolution to Authorized Signatory

Cover	Category	Cover Name	Contents
Cover 2	Pre- Qualification Proposal (Online Submission Only)	Pre- Qualification Proposal	<p>(i) Pre-Qualification Bid Covering Letter</p> <p>(ii) Compliance List of Pre-Qualification Documents</p> <p>(iii) As applicable the following:</p> <ul style="list-style-type: none"> • Bidder Details • Copy of Certificate of Incorporation • Copy of PAN • Copy of Registration Certificate with the GST Authority • Copy of Income Tax and GST returns for last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) • Audited financial statements (Balance Sheet, P&L statement and Cash Flow statement) for the last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21) • Certificate from the Statutory Auditor on net worth for last three financial years ((FY 2018-19, FY 2019-20 and FY 2020-21) • Non-Blacklisting self-declaration by the Bidder duly signed by the authorized signatory on Non-judicial stamp paper of required value in accordance with format given in sub-section titled 'Non-Blacklisting Declaration' <p>(iv) Certificate from the Statutory Auditor on Bidder's Annual Turnover for last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21)</p> <p>(v) Certificate from the Statutory Auditor on Bidder's Annual Turnover for the last three financial years (FY 2018-19, FY 2019-20 and FY 2020-21)</p> <p>(vi) Documents demonstrating experience *</p> <p>(* Letter as given in section titled 'Format of Bidder's Experience' in addition to below applicable proofs for all projects:</p> <ul style="list-style-type: none"> • For completed projects, Satisfactory Performance Certificate, in addition to Completion Certificate or Go-Live Certificate, issued and signed by the competent authority of the client entity on its letterhead certifying satisfactory

Cover	Category	Cover Name	Contents
			<p>performance and successful commissioning of the project</p> <ul style="list-style-type: none"> • For ongoing projects, Certificate issued by competent authority of the client on its letterhead certifying commencement of project work • Work order/ Contract clearly highlighting the scope of work, start date and end date, and value of the contract/ order.
Cover 3	Technical Proposal (Online Submission Only)	Technical Proposal	<p>(i) Technical Bid Covering Letter</p> <p>(ii) Compliance List of Technical Bid Documents</p> <p>(vii) Certificate from the Statutory Auditor on Bidder's Annual Turnover for the last three financial years ((FY 2018-19, FY 2019-20 and FY 2020-21)</p> <p>(iii) Copies of valid certificates in the name of the bidding entity valid at the time of bid submission.</p> <p>(iv) Documents demonstrating experience *</p> <p>(v) Detailed Technical Solution Document including Approach and Methodology, Work Plan, Task Assignment, etc.</p> <p>(vi) Structure of Proposed Team and CVs of the Manpower Proposed</p> <p>(vii) Proposal Presentation</p> <p>(viii) Documents in accordance with subsection titled 'Product Benchmarking'</p> <p>(*) Letter as given in section titled 'Format of Bidder's Experience' in addition to below applicable proofs for all projects:</p> <ul style="list-style-type: none"> • For completed projects, Satisfactory Performance Certificate, in addition to Completion Certificate or Go-Live Certificate, issued and signed by the competent authority of the client entity on its letterhead certifying satisfactory performance and successful commissioning of the project • For ongoing projects, Certificate issued by competent authority of the client on its letterhead certifying commencement of project work • Work order/ Contract clearly highlighting the scope of work, start date and end date, and value of the contract/ order.

Cover	Category	Cover Name	Contents
Cover 4	Commercial Proposal (Online Submission Only)	Commercial Proposal	(i) Commercial Bid Covering Letter (ii) Commercial Proposal Forms

- b. The Response to Pre-Qualification criterion, Technical Proposal and Commercial Proposal (As mentioned in previous paragraph) should be covered in separate envelopes super-scribing “EMD & Document fee”, “Pre-Qualification Proposal”, "Technical Proposal" and “Commercial Proposal” respectively.
- c. Please note that prices should not be indicated in the Pre-Qualification Proposal or Technical Proposal but should only be indicated in the Commercial Proposal. In case the Prices are found in either Pre-Qualification Proposal or Technical Proposal, the Bid will be summarily rejected
- d. All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.
- e. The Bid shall not contain interlineations or overwriting, except as necessary to correct errors made by the bidder itself. Any such corrections must be initialled by the person (or persons) who sign(s) the proposals.
- f. The bid submitted shall be digitally signed by the authorized signatory of the Bidder in whose name the Power of Attorney has been assigned for this RFP. In case any clarifications are sought during bid evaluation process, all the pages of response document shall be initialled and stamped by the aforementioned authorized signatory.
- g. The bid shall be as per the formats given in the RFP document only, no other format will be acceptable.
- h. CHiPS will not accept delivery of the bids by fax / e-mail or any other electronic / non-electronic means other than as specified herein.

4.9.8 Authentication of Bids

A Proposal should be accompanied by a board resolution or power-of-attorney in the name of the signatory of the Proposal.

4.9.9 Right to the content of bid proposal

All bids and accompanying documentation of the Technical proposal will become the property of CHiPS and will not be returned after opening of the technical proposals. CHiPS shall not open commercial proposals of those bidders who do not clear technical evaluation. CHiPS is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. CHiPS shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.

4.9.10 Commercial Bid Format

- a. The Bidder must submit the Commercial Bid in the formats specified in Annexure III of this Volume of the RFP. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. in respect of provision of services under this RFP.
- b. The bidders shall quote an all-inclusive bid value in their commercial bids. This would represent the bidder's total price for all the deliverables and services defined in the RFP and will be treated as "total contract value".
- c. The Bidders shall quote for the entire scope of contract on an "overall responsibility" basis such that the quote for the project covers all obligations of the Bidder mentioned in the Bidding documents in respect of providing the services.
- d. The bidder shall submit a priced bill of quantities as part of the commercial bid. The format of the priced bill of quantities as specified under Annexure III of this volume should be used.
- e. Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted price will be entertained after the bids are submitted. All corrections, if any, should be initialled by the person signing the bid form before submission.
- f. Notwithstanding any price (s) quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Annexure III of this RFP shall prevail.
- g. Price quoted by the Bidder shall remain firm during the entire contract period and shall not be subject to variation on any account except change in applicable tax rates or change in scope.
- h. A bid submitted with an adjustable price quotation or conditional bid may lead to disqualification of the bidder. CHiPS reserve the right to take appropriate action in this regard.
- i. If a bidder costs NIL charges as total contract value, the bid shall be treated as unresponsive and will not be considered for further evaluation.

4.10 Deviations

This is a No Deviation bid and bidders need to provide No Deviation Certificate.

4.11 Evaluation Process

- a. The Purchaser will constitute a committee to evaluate the responses of the Bidders (Purchase Committee also referred to as Proposal Evaluation Committee (PEC)).
- b. The Purchase Committee constituted by the Purchaser shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability of a Bidder to submit requisite supporting documents / documentary evidence within a reasonable time provided to it, may lead to the Bidder's Proposal being declared non-responsive.
- c. The decision of the Purchase Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of negotiation/ discussion with the Purchase Committee.
- d. The Purchase Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e. The Purchase Committee reserves the right to reject any or all Proposals on the basis of any deviations contained in them.

- f. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

4.11.1 Proposal Opening

The Proposals submitted up to last date and time (refer Bid Control Sheet) will be opened at specified date and time (refer Bid Control Sheet) by the Nodal Officer or any other officer authorized by the Purchaser, in the presence of the Bidder’s representatives who may be present at the time of opening.

The representatives of the Bidders are advised to carry an identity card or a letter of authority from the Bidding entity to identify their bonafides for attending the opening of the Proposal.

4.11.2 Proposal Validity

The offer submitted by the Bidders should be valid for Bid Validity Period (refer Bid Control Sheet) from the date of submission of the Proposal

CHiPS may request the Bidder(s) for an extension of the period of validity of the bid. The validity of the EMDs should also be suitably extended if called upon to do so by CHiPS.

4.11.3 Proposal Evaluation

- a. Initial Proposal scrutiny will be held to confirm that Proposals do not suffer from the infirmities detailed below. Proposals will be treated as non-responsive, if a Proposal is found to have been:
 - submitted in manner not conforming with the manner specified in the RFP document
 - submitted without appropriate EMD as prescribed herein
 - received without the appropriate or power of attorney
 - containing subjective/incomplete information
 - submitted without the documents requested in the checklist
 - non-compliant with any of the clauses stipulated in the RFP
 - having lesser than the prescribed validity period.

The EMD of all non-responsive bids shall be returned to the bidders.

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

CHiPS will prepare a list of responsive Bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this RFP document. The decision of the Committee will be final in this regard.

4.11.4 Stage-1: Pre-Qualification Evaluation

The pre-qualification criteria are as follows:

No.		Eligibility Criteria	Document Proof
Basic Documents			

No.		Eligibility Criteria	Document Proof
1.	Tender Fee	Tender Fees of the amount mentioned in Bid Control Sheet. The Tender Fees should be as per the provisions of this RFP	Online payment of tender fees on the e-Procurement Portal.
2.	EMD	The bidder should furnish, as part of its proposal, an Earnest Money Deposit (EMD) of amount mentioned in Bid Control Sheet. The EMD should be as per the provisions of this RFP.	EMD Receipt (to be submitted physically to communication address mentioned in Bid Control Sheet on or before the last date and time of bid submission), and Online EMD submission as per the section titled "Earnest Money Deposit"
3.	Power of Attorney (PoA)	The Board resolution and Power of Attorney in the name of the person signing the bid.	Board Resolution, 'Power of Attorney to Authorize Signatory' (Format Specified in Annexure-I) Note: <ul style="list-style-type: none"> Scanned copies of document to be submitted online on e-Procurement Portal Original document (to be submitted physically to communication address mentioned in Bid Control Sheet on or before the last date and time of bid submission),
Pre-Qualification Criteria			
4.	Legal Entity	The bidder shall be legal entity and registered in India which may be: <ul style="list-style-type: none"> A company, incorporated under Companies Act, 2013 or 1956, amended till date; or A Limited Liability Partnership, incorporated under Limited Liability Partnerships Act. 	<ul style="list-style-type: none"> Certificates of Incorporation Registration Certificates Copy of PAN Copy of Registration Certificates with the GST Authority

No.		Eligibility Criteria	Document Proof
		<ul style="list-style-type: none"> Should be in existence for at least 5 years as on date of submission of bid. Registered with GST Authority in India 	<ul style="list-style-type: none"> Copy of Income Tax and GST returns for last financial year
5.	Sales turnover in system integration	<p>Average annual Turnover in latest 3 Financial Years:</p> <p>The bidder should have average annual turnover of more than INR 5 crores for the latest three (3) financial years for which audited Financial statements are available (FY 2018-19, FY 2019-20, FY 2020-21)</p>	<p>- Audited financial statements for the last three financial years for which Statutory audited Financial statements are available (FY 2018-19, FY 2019-20, FY 2020-21)</p> <p>- Stamped Certificate from the Statutory Auditor on turnover details during the last three (3) financial years for which audited Financial statements are available (FY 2018-19, FY 2019-20, FY 2020-21)</p> <p>Note: Please refer to the format given in section titled 'Bidder's Annual Turnover</p>
6.	Declaration for not being blacklisted (as on Date of submission of bid)	The Bidder must have not been declared ineligible or blacklisted (as on Date of submission of bid) by any entity of Government of India, any State Government in India, Government Agencies, Public Sector Undertakings for participation in future bids for unsatisfactory past performance/ corrupt/ fraudulent, or any other unethical business practices	Self-Declaration by bidder on its letterhead as per Annexure I Form PQ-10
7.	Insolvency / Bankruptcy	The bidder must not have been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.	Self-Declaration by bidder on its letterhead that company have not been declared insolvent/ bankrupt or should not have filed for insolvency/ bankruptcy or in the process of being declared bankrupt before any designated authority.

- a. Purchaser shall open and validate the contents of Cover 1
- b. If the contents of the Cover 1 are as per requirements, the Purchase Committee shall open the Pre-Qualification Bid (Cover 2).

- c. If the response to “pre-qualification” is received as per requirements and prescribed format, then the CHiPS shall evaluate the response to the Pre-Qualification requirements in accordance with the Pre-qualification requirements specified in this RFP
- d. The Pre-Qualification bid must contain all the documents mentioned in “Annexure I - Formats for Submission of the Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in this section is mandatory. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- e. Technical and Commercial bids for those bidders who do not pass the pre-qualification stage, will not be opened.
- f. A checklist has to be created by the bidder and be submitted along the proposal with proper page-wise indexing of all supporting documents

4.11.5 Stage-2: Technical Evaluation

The technical evaluation will be performed for only those bidders whose proposal qualifies in the pre-qualification stage. The following sections explain how the Bidders will be evaluated on each of the technical evaluation criteria:

No.	Evaluation Criteria	Weightage	Maximum Marks
A.	Relevant experience of the Bidder	50%	50
B.	Approach & Methodology	20%	20
C.	Presentation	30%	30
Total		100%	100

CHiPS (or a nominated party) reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the requisite support must be provided by the Bidder. The following sections explain how the Bidders will be evaluated on each of the technical evaluation criteria.

(A) Relevant Experience of Bidder

The bidders are required to provide the details regarding their relevant experience in form of citations.

No.	Evaluation Criteria	Document Proof	Maximum Marks
A	Relevant Experience of the Bidder		50
A1	The bidder should have successful experience of managing similar projects (Call Center) (Completed/ Ongoing Project) <ul style="list-style-type: none"> • Three to five years of experience 3 to 5 years – 10 Points 	1. Work Order/ Contract clearly highlighting the scope of work	15

No.	Evaluation Criteria	Document Proof	Maximum Marks
	<ul style="list-style-type: none"> More than five years – 15 points 		
A2	Avg. Annual Turnover in last three years as per audited statement of accounts: <ul style="list-style-type: none"> More than 5 Cr less than Rs. 7 Cr. – 5 Points More than Rs. 7 Cr less than Rs. 10 Cr. – 10 Points More than Rs. 10 Cr. – 15 Points 	2. Satisfactory Performance Certificate as well as Completion/ ongoing Certificate issued and signed by the competent authority of the client entity on its letterhead.	15
A3	Experience of successfully implementing Call Centre projects of at least 25 seats: <ul style="list-style-type: none"> One assignment – 5 Points More than one assignment – 10 Points 		10
A4	Working Experience in any similar government sponsored Call Centre/BPO project of at least 10 seats: <ul style="list-style-type: none"> One assignment – 5 Points More than one assignment – 10 Points 		10

Note:

- a. The citations provided in pre-qualification criteria can be reused for technical proposal as well.
- b. All the projects cited should be in the name of the bidder entity only
- c. The bidders shall mandatorily provide a “Client Reference” for each of the citations it submits in its technical proposal to CHiPS along with their bids. CHiPS reserves the right to contact the client of the bidder for ascertaining the veracity of claims made in the citation. The citations without the client references are liable to be rejected.
- d. The Bidder should submit the Work Order/ Contract clearly highlighting the scope of work and value of the contract/ order along with satisfactory Performance Certificate as well as Completion/ Ongoing Certificate issued and signed by the competent authority of the client entity on its letterhead.

(B) Technical Solution and Approach & Methodology

No.	Evaluation Criteria	Maximum Marks
B	Approach & Methodology	20
B1	Approach and Methodology	20

No.	Evaluation Criteria	Maximum Marks
	<ul style="list-style-type: none"> Adequacy and Comprehensiveness of Approach and Methodology and proposed Work Plan (10 marks) Strategy to maintain SLAs during Project term & Coverage & Appropriateness of Risk Mitigation Plan (5 marks) Approach for Knowledge Transfer and Exit Management (5 marks) 	

Note: To consider any marks allotted to Approach & Methodology (20 Marks) section, submission of details on C1 & C2 is compulsory.

(C) Technical Presentation

No.	Evaluation Criteria	Maximum Marks
C	Presentation	15
C1	Demonstration of understanding and proposed solution.	10
C2	Question and Answers	5

Note: The presentation has to be done by the above-mentioned key resources proposed in the technical proposal.

- Technical Bid (Cover 3) will be evaluated for those Bidders who are declared successful in Stage-1.
- The PEC will review the technical bids of the short-listed bidders to determine whether the technical bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at the CHiPS's discretion.
- The Bidders are required to submit all required documentation in support of the evaluation criteria specified (e.g. detailed project citations and completion certificates, and all others) as required for technical evaluation.
- CHiPS and the PEC may seek oral / written clarifications from the bidders. The primary function of clarifications in the evaluation process is to clarify ambiguities and uncertainties arising out of the evaluation of the bid documents. Oral / written clarifications provide the opportunity for the PEC / CHiPS to state its requirements clearly and for the bidder to more clearly state its proposal. CHiPS and the committee may seek inputs from their professional, technical experts in the evaluation process. However, the bidder will not be allowed to modify or amend their proposals during these clarifications.
- Each technical bid shall be awarded an absolute technical score of 'T1' marks out of a total of 100 marks.
- Only bidders who score a total technical score equal to minimum technical score (refer Bid Fact Sheet) or more will qualify for the evaluation of their commercial bids.

- g. Results of the Technical Bid opening will be published on the e-Procurement Portal.
- h. PEC's decision in this regard shall be final & binding, and no further discussion/interface will be held with the bidders whose bids are technically disqualified /rejected. Evaluation of Technical Proposals by PEC shall not be questioned by any of the Bidders. PEC may ask Bidder(s) for additional information to verify claims made in Technical Bid documentation from the Bidder on the already submitted Technical Proposal at any point of time before opening of the Price bid.

4.11.6 Stage-3: Commercial Evaluation process

All the technically qualified bidders will be notified to participate in Commercial Bid opening process. The Commercial Bids of technically qualified bidders will be opened on the prescribed date in the presence of bidder representatives.

- a. The Commercial Proposal (Cover 4) for the technically qualified bidders shall be opened online on the notified date & time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at PEC's discretion.
- b. The bid price shall be in Indian National Rupees (INR). Any applicable taxes and levies are to be included from the bid price.
- c. Only fixed price commercial bids indicating total price for all the deliverables and services specified in this bid document will be considered.
- d. Commercial Bids that are not as per the format provided under the heading titled 'Formats for Commercial Bids' shall be liable for rejection.
- e. If there is a discrepancy between words and figures, the amount in words will prevail.
- f. Arithmetical errors will be rectified on the following basis: "If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail, and the total price shall be corrected.
- g. **Financial Score Formulation:** The lowest evaluated absolute Financial quote (Fmin) i.e. Total Bid Value will be given the maximum financial score (Fn) of 100 points. The financial scores (Fn) of the other Financial quotes will be computed as per the formula for determining the financial scores given below:

$$Fn = 100 \times (Fmin / F1)$$

Where,

Fn = Normalized financial score for the bidder under consideration,

F1 = Absolute financial quote for the bidder under consideration,

Fmin = Minimum absolute financial quote obtained from any bidder
(Adjusted to two decimal places)

CHIPS and the evaluation committee may seek oral / written clarifications from the bidders on their commercial bids during the evaluation process. CHIPS and the committee may seek inputs from their professional, technical experts in the evaluation process. However, the bidder will not be allowed to modify or amend their proposals during these clarifications.

4.11.7 Stage-4: Final Evaluation

- a. Proposals will be ranked according to the combined technical (T1) and financial (Fn) scores using the weights.

- b. The combined technical and financial score (or overall score)

$$(S) = (T1 \times T) + (Fn \times F)$$

Where:

$T = 0.70$, the weight given to the Technical Score;

$F = 0.30$, the weight given to the Financial Score;

$T + F = 1$

(Adjusted to two decimal places)

- c. The bidder who scores the highest combined technical and financial score as detailed above will be considered for selection and award of the contract.
- d. If two or more bidders have same **combined technical and financial score**, then the bidder with the higher technical score will be selected. Further, if two or more bidders have same technical score, then the bidder with the higher score in presentation will be selected.

4.12 Appointment of Successful Bidder

4.12.1 Award Criteria

Purchaser will award the Contract to the successful bidder whose proposal has been determined to be substantially responsive and has been determined as the most responsive bids as per the process outlined in previous section.

4.12.2 Right to Accept Any Proposal and To Reject Any or All Proposal(s)

The Purchaser reserves the right to accept or reject any proposal, and to annul the tendering process / public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for Purchaser action.

4.12.3 Notification of Award

Prior to the expiration of the validity period, Purchaser will notify the successful bidder in writing or by fax or email, that its proposal has been accepted (letter of intent). In case the tendering process / public procurement process has not been completed within the stipulated period, Purchaser, may like to request the bidders to extend the validity period of the bid. The decision to extend the validity period of a Bidder's Proposal shall be the Bidder's sole prerogative.

4.12.4 Contract Finalization and Award

The Purchaser shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Commercial Evaluation to the proposed project, as per the guidelines provided by CVC. On this basis, the draft contract agreement would be finalized for award & signing.

The notification of award, subsequent submission of PBG (Performance Bank Guarantee) and signing the MSA by the successful bidder shall constitute the formation of the Contract.

4.12.5 Performance Guarantee

On receipt of a letter of intent from the Purchaser, the successful Bidder will furnish a bank guarantee, by way of performance security, equivalent to amount mentioned in Fact Sheet, on or before the signing of the subsequent contract, typically within 15 (fifteen) days from notification of award, unless specified to the contrary (Performance Guarantee). In case the successful Bidder fails to submit Performance Guarantee within the time stipulated, the Purchaser may at its sole discretion cancel the letter of intent without giving any notice and encash the EMD furnished by the Bidder, in addition to any other right available to it under this RFP.

The Performance Guarantee furnished by the successful Bidder shall be in the manner prescribed at Annexure-IV. The successful Bidder shall ensure, the Performance Guarantee is valid at all times during the Term of the subsequent contract (including any renewal) and for a period of 180 days beyond all contractual obligations, including warranty terms.

The Purchaser may invoke the Performance Guarantee in the event of a material breach by the successful Bidder leading to termination for material breach.

4.12.6 Signing of Contract

Subsequent to receipt of valid Performance Guarantee from the successful Bidder, the parties shall enter into a contract, incorporating all clauses, pre-bid clarifications and the Proposal of the Bidder, between the Purchaser and the successful Bidder.

4.12.7 Failure to Agree with the Terms and Conditions of RFP

Failure of the successful Bidder to agree with the Draft Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event Purchaser may award the contract to the next best value Bidder or call for new proposals from the interested Bidders.

In such a case, the Purchaser shall invoke the PBG/ EMD of the most responsive Bidder.

4.13 Fraud and Corrupt Practices

The Bidders/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 RFP, the Purchaser shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Purchaser 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 Purchaser for, inter alia, time, cost and effort of the Purchaser, in regard to the RFP, including consideration and evaluation of such Bidder's Proposal.

Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or MSI, as the case may be, is found by the Purchaser 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 LOI or the execution of the Agreement, such Bidder or MSI shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or MSI, as the case may be, is found by the Purchaser to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:

- “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;
- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.14 Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the Purchaser shall forfeit and appropriate the EMD, if available, as mutually agreed genuine pre-estimated compensation and damages payable to the Purchaser for, inter alia, the time, cost and effort of the Purchaser including consideration of such Bidder’s Proposal,

without prejudice to any other right or remedy that may be available to the Purchaser hereunder or otherwise.

The Purchaser requires that the MSI provides solutions which at all times hold the Purchaser's interest's paramount, avoid conflicts with other assignments or its own interests, and act without any consideration for future work. The MSI shall not accept or engage in any assignment that would be in conflict with its prior or current obligations to other clients, or that may place it in a position of not being able to carry out the assignment in the best interests of the Purchaser.

Without limiting the generality of the above, a Bidder shall be deemed to have a Conflict of Interest affecting the Selection Process, if:

- the Bidder, its consortium member (the "Member") or Associates (or any constituent thereof) and any other Bidder, its consortium member or Associate (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding or ownership interest of an Bidder, its Member or Associate (or any shareholder thereof having a shareholding of more than 5 per cent of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its consortium member or Associate is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof. For the purposes of this Clause, indirect shareholding held through one or more intermediate persons shall be computed as follows:
- where any intermediary controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the "Subject Person") shall be taken into account for computing the shareholding of such controlling person in the Subject Person; where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this Sub-clause if the shareholding of such person in the intermediary is less than 26% (twenty-six per cent) of the subscribed and paid up equity shareholding of such intermediary; or
- a constituent of such Bidder is also a constituent of another Bidder; or
- such Bidder or its Associate receives or has received any direct or indirect subsidy or grant from any other Bidder or its Associate; or
- such Bidder has the same legal representative for purposes of this Application as any other Bidder; or
- such Bidder has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other's' information about, or to influence the Application of either or each of the other Bidder; or
- there is a conflict among this and other Systems Implementation/Turnkey solution assignments of the Bidder (including its personnel and other members, if any) and any subsidiaries or entities controlled by such Bidder or having common controlling shareholders. The duties of the MSI will depend on the circumstances of each case. While providing software implementation and related solutions to the Purchaser for this particular assignment, the MSI shall not take up any assignment that by its nature will result in conflict with the present assignment; or
- A firm hired to provide System Integration/Turnkey solutions for the implementation of a project, and its Members or Associates, will be disqualified from subsequently providing goods or works or services related to the same project;

An Bidder eventually appointed to implement software solutions for this Project, its Associates, affiliates and the Financial Expert, shall be disqualified from subsequently providing goods or works or services related to the construction and operation of the same Project and any breach of this obligation shall be construed as Conflict of Interest; provided that the restriction herein shall not apply after a period of 12 months from the completion of this assignment; provided further that this restriction shall not apply to software solutions delivered to the Purchaser in continuation of this systems implementation or to any subsequent systems implementation executed for the Purchaser in accordance with the rules of the Purchaser.

4.15 Obligations

The MSI shall be obliged to implement any proposed changes once approval in accordance with above provisions has been given, with effect from the date agreed for implementation and within an agreed timeframe.

1. The Bidders/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 RFP, the Purchaser shall reject a proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, the Purchaser 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 Purchaser for, inter alia, time, cost and effort of the Purchaser, in regard to the RFP, including consideration and evaluation of such Bidder’s Proposal.
2. Without prejudice to the rights of the Purchaser under Clause above and the rights and remedies which the Purchaser may have under the LOI or the Agreement, if an Bidder or MSI, as the case may be, is found by the Purchaser 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 LOI or the execution of the Agreement, such Bidder or MSI shall not be eligible to participate in any tender or RFP issued by the Purchaser during a period of 2 (two) years from the date such Bidder or MSI, as the case may be, is found by the Purchaser 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.
3. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them:
 - “corrupt practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Purchaser who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOI 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 Purchaser, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) save as provided herein,

engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Purchaser in relation to any matter concerning the Project;

- “fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- “coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;
- “undesirable practice” means (i) establishing contact with any person connected with or employed or engaged by Purchaser with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair competition in the Selection Process.

4.16 Amendment of the RFP

At any time prior to the deadline for submission of the proposals, CHiPS, for any reason, may modify the RFP by amendment and it shall publish it in the same manner as mentioned in the Bid control sheet. Such amendments shall be binding on the Bidders.

4.17 Exit Management

1. PURPOSE

- a) This Section sets out the provisions which will apply six (6) months prior to expiry of the Term of the Agreement or from the effective date of termination of the Agreement. In the case of termination of any part of the Agreement or Services, the provisions of this Section shall, mutatis mutandis, apply to the part of Agreement or Services terminated.
- b) In this Section, the term ‘Replacement MSI’ shall mean any third party that CHiPS or its nominated agencies appoint to replace the MSI upon expiry of the Term or earlier termination of this Agreement to undertake the Services or part thereof;
- c) The MSI shall ensure that its respective associated entities, subcontractors, MSIs carry out their respective obligations set out in this Exit Management Section.

2. CONTINUATION OF PROJECT

- a) In case of the Agreement being terminated by CHiPS, CHiPS reserves the right to ask the MSI to continue running the project operations for a period of 6 months after termination orders are issued and the MSI shall be obliged to provide such services for such period without any additional cost and expense to CHiPS and without any impediment in the quality of services

- b) The MSI will pass on to CHiPS and/or to the Replacement MSI, the subsisting rights in any licensed products on terms not less favourable to CHiPS/ the Replacement MSI, than that enjoyed by the MSI.

3. COOPERATION AND PROVISION OF INFORMATION

- a) During the exit management period:
- i. The MSI will allow CHiPS or its nominated agency access to information reasonably required to define the then current mode of operation associated with the provision of the Services to enable CHiPS to assess the existing services being delivered;
 - ii. The MSI, on reasonable request by CHiPS, shall promptly provide access to and copies (hard and soft copies as deemed necessary by CHiPS) of all information held or controlled by the MSI which it has prepared or maintained in accordance with this Agreement relating to any material aspect of the Services (whether provided by the previous MSI, the MSI or subcontractors appointed by the MSI). CHiPS shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The MSI shall permit CHiPS and/or its nominated agencies to have reasonable access to the employees engaged for providing services and facilities as reasonably required by CHiPS to understand the methods of delivery of the services employed by the MSI and to assist appropriate knowledge transfer.
- b) During the exit management period, the replacement MSI shall submit periodic reports on the progress of the transition with CHiPS and the MSI. The MSI shall ensure that any issues and gaps highlighted in such reports shall be resolved to the satisfaction of CHiPS

4. CONFIDENTIAL INFORMATION, SECURITY AND DATA

- a) The MSI will promptly on the commencement of the exit management period supply to CHiPS or its nominated agency the following:
- i. information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services;
 - ii. documentation relating to Project's Intellectual Property Rights;
 - iii. documentation relating to sub -contractors;
 - iv. all current and updated data as is reasonably required for purposes of CHiPS or its nominated agencies transitioning the services to its Replacement MSI in a readily available format nominated by CHiPS and/or its nominated agency;
 - v. all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable CHiPS or its nominated agencies, or its Replacement MSI to carry out due diligence in order to transition the provision of the Services to CHiPS or its nominated agencies, or its Replacement MSI (as the case may be).
- b) Before the expiry of the exit management period, the MSI shall deliver to CHiPS or its nominated agency all new or up-dated materials from the categories set out above (or any other information and data

requested by CHiPS) and shall not retain any copies thereof, except that the MSI may be permitted to retain one copy of such materials for archival purposes only as approved by CHiPS.

- c) On completion of the exit management period, the MSI shall delete all confidential information and data from the MSI's system and provide a certificate to CHiPS stating the completion of deletion of all such data and information.

5. EMPLOYEES

Promptly, on reasonable request at any time during the exit management period, the MSI shall, subject to Applicable Laws, restraints and regulations (including in particular those relating to privacy) provide to CHiPS or its nominated agency a list of all employees (with job titles and contact information) of the MSI and its sub-contractor dedicated to providing the services at the commencement of the exit management period.

6. TRANSFER OF CERTAIN AGREEMENTS

On request by CHiPS or its nominated agency the MSI shall effect such assignments, transfers, licences and sub-licences as CHiPS may require in favour of CHiPS or its nominated agencies or its Replacement MSI in relation to any equipment lease, maintenance or service provision agreement between the MSI and third party lessors, MSIs, and which are related to the services Page and reasonably necessary for the carrying out of replacement services by CHiPS or its nominated agency or its Replacement MSI.

7. RIGHTS OF ACCESS TO PREMISES

- a) At any time during the exit management period, where Assets are located at the MSI's premises, the MSI will be obliged to give reasonable rights of access to (or, in the case of Assets located on a third party's premises, procure reasonable rights of access to) CHiPS or its nominated agency and/or any Replacement MSI in order to make an inventory of the Assets.
- b) The MSI shall also give CHiPS or its nominated agency or its nominated agencies, or any Replacement MSI right of reasonable access to the MSI's premises and shall procure CHiPS or its nominated agency or its nominated agencies and any Replacement MSI rights of access to relevant third party premises during the exit management period and for such period of time following termination or expiry of the Agreement as is reasonably necessary to migrate the services to CHiPS or its nominated agency, or a Replacement MSI.

8. GENERAL OBLIGATIONS OF THE MSI

- a) The MSI shall provide all such information as may reasonably be necessary to effect as seamless handover as practicable in the circumstances to CHiPS or its nominated agency or its Replacement MSI and which the MSI has in its possession or control at any time during the exit management period.
- b) For the purposes of this Section, anything in the possession or control of any MSI, associated entity, or sub-contractor is deemed to be in the possession or control of the MSI.
- c) The MSI shall commit adequate resources to comply with its obligations under this Exit Management Section.

9. EXIT MANAGEMENT PLAN

- a) The MSI shall provide to CHiPS or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the Agreement as a whole and in relation to the various phases of the Project:
- i. a detailed program of the transfer process that could be used in conjunction with a Replacement MSI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
 - ii. plans for the communication with such of the MSI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on CHiPS's operations as a result of undertaking the transfer;
 - iii. (if applicable) proposed arrangements for the segregation of the MSI's networks from the networks employed by CHiPS and identification of specific security tasks necessary at termination;
 - iv. Plans for provision of contingent support to CHiPS, and Replacement MSI for a reasonable period after transfer.
- b) The MSI shall re-draft the Exit Management Plan every six (6) months thereafter to ensure that it is kept relevant and up to date.
- c) Each Exit Management Plan shall be presented by the MSI to and approved by CHiPS or its nominated agencies.
- d) The terms of payment as stated in the Terms of Payment Section include the costs of the MSI complying with its obligations under this Section.
- e) In the event of termination of the Agreement/ Services or any part thereof, or 6 months prior to expiry of the Term of the Agreement, each Party shall comply with the Exit Management Plan envisaged in this Section.
- f) During the exit management period, the MSI shall use its best efforts to deliver the services.
- g) Payments during the Exit Management period shall be made in accordance with the Terms of Payment Section and the express provisions of the Agreement. However, the MSI shall, within 30 days of commencement of the exit management period, submit a complete, accurate and up to date account of (a) all payments made by CHiPS till the effective date of commencement of the exit management period to the MSI; (b) all payments that are due and payable to the MSI by CHiPS till the effective date of commencement of the exit management period; and (c) all payments that may be payable by CHiPS to the MSI till the effective date of completion of the exit management period.
- h) This Exit Management plan shall be furnished in writing to CHiPS or its nominated agencies within 90 days from the Effective Date of this Agreement.

5 Payment Terms and Payment Schedule

5.1 Payment Terms

- a. The Invoice will be generated & submitted after CHiPS approval of every phase. The payment will be made within 30 days after submission of Invoice.
- b. All payments agreed to be made by CHiPS to the MSI in accordance with the Bid shall be inclusive of all, statutory levies, duties, taxes and other charges whenever levied/ applicable including costs of maintenance, if any and CHiPS shall not be liable to pay any such levies/ other charges under or in relation to this Contract and/ or the Services.
- c. No invoice for on account of change order will be submitted by the selected bidder unless the said extra work/ change order has been authorized/approved by CHiPS in writing.
- d. The payment shall be made to the MSI after deduction of all applicable penalties, taxes, etc.
- e. In case of any changes by Government in taxes then actual taxes on the date of billing would prevail.
- f. All costs, damages or expenses, which CHiPS, may have paid or incurred, for which under the provisions of the Contract, the MSI is liable, and CHiPS shall deduct the same from any dues to the MSI. All payments to the MSI shall be made after making necessary deductions as per terms of the Contract.
- g. For Products and/ or Services supplied from outside INDIA, the MSI shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies, payable in INDIA.
- h. For Products and/ or Services supplied locally, the MSI shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Products or Services to CHiPS. .
- i. The bidder is expected to account for all services/ hardware/ software/ hosting required to make the implementation successful as part of total contract value.
- j. CHiPS reserve the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.
- k. Comprehensive Warranty including back to back OEM enterprise level annual technical support will become effective from the date of completion of implementation phase and will remain applicable for the entire duration of the contract along with any extension period.

5.2 Payment Schedule

The schedule of payments will be as follows:

Milestone	Payment
Completion of Implementation Phase	50% of Setup Cost [CAPEX (W)]
O&M Quarterly	8% of OPEX (X) + 4% of Setup Cost (W) (every Quarter)
KT and Exit Management	4% of OPEX (at the time of exit) (X) + 2% of Setup Cost(W)

6 Service Level Agreement

6.1 Definitions

- l. Days: All Working and Non-working days (365 days in a calendar year)
- m. 24*7 means three shifts of 8 hours every day. This is applicable for all seven days of the week without any non-working days
- n. “Scheduled Maintenance Time” shall mean the time that the vehicle is not in service due to a scheduled maintenance activity as defined in this SLA
- o. “Scheduled operation time” means the scheduled operating hours of the vehicle for the month. All scheduled maintenance time on the vehicle would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the vehicle and applications will be 24X7X365 (per year).
- p. “Downtime” means accumulated time during which the service is not available due within the Scheduled Operation Time but outside the scheduled maintenance time and measured from the time a call is logged with the SI of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.
- q. “Availability” means the time for which the services and facilities are available for conducting operations. Availability is defined as: $\{(Scheduled\ Operation\ Time - Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$
- r. “Helpdesk Support” shall mean the support center which shall handle Fault reporting, Trouble Ticketing and related enquiries during this contract. Helpdesk support is to be provided as per service window defined in this RFP.
- s. “Incident” refers to any event/abnormalities in the functioning of the any of Equipment/Services that may lead to disruption in normal operations of the Vehicle or Call Taking Services.
- t. Each penalty point is equivalent to 0.1% of the Equated Monthly Fee payable to the SI by CHiPS (Client)
- u. Equated Monthly Fee is defined as Total Fee Payable to the SI by Client for O&M phase divided by 60 (months).

#	SLA Parameter	Definition & Target	Service Level
1.	Call Answering Time	Call answering by Call Taker after it is received at their desk phones. Target is 10 seconds for 100% of the calls.	100%
			2 points for each drop of 1% of part thereof The points for all incidents would be added to calculate total penalty points under this criteria
2.	Call Handling Time	Grievance reporting on web portal after receiving information from citizen. Time from call received to grievance creation shall be considered for this SLA point. Target is 3 minutes for 100% of the calls	100%
			2 points for each drop of 1% of part thereof The points for all incidents would be added to calculate total penalty points under this criteria
3.	Call Abandon Rate at Call Agent	Call disconnects in queue before it is picked up by Call Taker. Calls missed in queue shall be considered for this SLA point. Target < 3%	<3% within the defined target
			3 point for each drop of 1% or part thereof The points for all incidents would be added to calculate

#	SLA Parameter	Definition & Target	Service Level
			total penalty points under this criteria
4.	Call Takers' Availability	Availability in Percentage= (Total Call Taker Hours actually available in a month)/(Total number of Call Taker Hours Available in a month) x100 Target-100% Note – Availability to be captured using Call Taker Login and Logout to telephony system. Break and AUX time will not be included in availability. MSI to make provision for substitutes	100%
			5 point for each drop of 1% or part thereof The points for all incidents would be added to calculate total penalty points under this criteria
5.	Call Center Quality Audit Reporting	Call Center Quality Audit Report(s) to be submitted within first 5 working days of the new month. Target: 100% on time reporting	100%
			3 points per 5 days of delay or part thereof in submission of Call Center Quality Audit Report(s)
6.	Incoming Call Traffic Monitoring and Quality Audit - Random Sample Basis	15% Traffic Screening for all inbound calls attended by Call Takers	15 %
			3 point for each drop of 1% or part thereof The points for all incidents would be added to calculate total penalty points under this criteria
7.	Outbound Call Traffic Monitoring and Quality Audit - Random Sample Basis	30% Traffic Screening for all outbound calls made by Call Takers	30%
			3 point for each drop of 1% or part thereof The points for all incidents would be added to calculate total penalty points under this criteria
8.	Uptime of workstations	Measured as the percentage of time each device is up and running on monthly basis. Uptime of the equipment will be measured on 24X7 basis. Uptime = (((Total Uptime-Planned downtime)-Downtime)*100)/ (Total Uptime-Planned downtime) Target >=99.9	>=99.9% for each device
			For each device, 0.2 point per 1 % drop in uptime or part thereof. Total points would be calculated by adding each device's points

7 Annexure I: Pre-Qualification Bid Templates

Instructions:

- Please provide details of compliance with reference to pre-qualification criteria in the formats provided below. Please note that provision of information in incorrect formats may lead to disqualification.
- Please provide requisite documentary proof for all information provided. Please note that non-submission of documentary proof may lead to disqualification

Form-PQ1: Pre-Qualification Bid Covering Letter

[To be submitted by the lead bidder on its letterhead]

Date: DD/MM/YYYY

To,
CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Ref: Tender No. <<....>> dated <<>>

Subject: Submission of the Pre-Qualification Bid for the referenced tender

Dear Sir,

With reference to your Request for Proposal for <<Assignment Name>>, we hereby submit our Pre-Qualification Bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- a. We hereby acknowledge and unconditionally accept that the CHiPS can at its absolute discretion apply whatever criteria it deems appropriate, not just limiting to those criteria set out in the RFP and related documents, in short listing of MSI for providing services.
- b. We have submitted EMD of INR XXXX Crore via <<Mode of Payment>> and Tender fee of INR XXXX online.
- c. We hereby declare that all information and details furnished by us in the Bid are true and correct, and all documents accompanying such application are true copies of their respective originals.
- d. We agree to abide by our offer for a period of 180 days from the date of opening of pre-qualification bid prescribed by Authority and that we shall remain bound by a communication of acceptance within that time.
- e. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provision as per these terms and conditions.
- f. In the event of acceptance of our bid, we do hereby undertake:
 - To supply the products and commence services as stipulated in the RFP document
 - To undertake the project services for entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support, and inclusive of all out of pocket expenses, taxes, levies discounts etc.
- g. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.

- h. We understand that the Authority may cancel the bidding process at any time and that Authority is not bound to accept any bid that it may receive without incurring any liability towards the bidder.
- i. We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so

In case of any clarifications please contact _____ having email id _____ and contact number_____.

Thanking you,

Yours sincerely,

(Signature of the Sole or Lead bidder)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

Form-PQ2: Compliance to Pre-Qualification Criteria

Following are the compliance and reference documents for Master System Integrator for Design, Development, Implementation and Maintenance of IGRS

#	Eligibility Criteria	Document Proof	Compliance (Yes/No/NA)	Reference of Supporting Documents in the Bid with page numbers
Basic Information				
1	RFP Document fees			
2	Earnest Money Deposit			
3	Board Resolution or Power of Attorney	Copy of Board Resolution		
		Copy of Power of Attorney as per format(s) given in Annexure		
Bidder's Particular				
4	Particulars of the Bidders	Details of Bidder's Organization as per format in Annexure		
		Copy of Certificate of Incorporation		
		Copy of PAN		
		Copy of Registration Certificate with the GST Authority		
		Copy of Income Tax and GST returns for last three financial years (FY 2018-19 and FY 2019-20 or FY 2018-19 and FY 2019-20, FY 2020-21,)		
Pre-Qualification Criteria related other documents				
5	Refer Section 4.1.16 Stage-1: Pre-Qualification Evaluation			

#	Eligibility Criteria	Document Proof	Compliance (Yes/No/NA)	Reference of Supporting Documents in the Bid with page numbers
Other declarations from the bidder				
6	No Deviation	Certificate of no deviation in format specified in annexure		
7	Total Responsibility	Certificate of total responsibility in format specified in annexure		
8	No Conflict of Interest	Undertaking of No Conflict of Interest		

Form-PQ3: Format for Cover Letter for Earnest Money Deposit

[To be submitted by the lead bidder on its letterhead]

To
 CEO, CHIPS,
 Department of Electronics and IT,
 Government of Chhattisgarh
 Civil Lines, Raipur
 Chhattisgarh-492001

Whereas <<Name of the bidder>> has submitted the bid for Submission of RFP <<RFP Number>> dated <<Date>> for <<Name of the assignment>> (hereinafter called "the Bid") to <<Purchaser>>.

In compliance with the requirements of the said RFP, we, M/s. _____ furnish the Earnest Money Deposit (EMD) for the sum of INR <<Amount in figures>> (Rupees <<Amount in words>> only) in the form of <<Mode of Payment>> having validity of 180 days from the date of issue.

#	Parameter	Detail
(a)	BG No.	
(b)	Issued by Bank and name of issuing branch	
(c)	Address of Bank Branch	
(d)	Date of issue of BG	
(e)	Amount of BG (INR) (in figures)	
(f)	Amount of BG (INR) (in words)	
(g)	Validity of BG	
(h)	BG issued in favour of	

For and on behalf of

Signature:
 (Authorized Signatory)
 Name of the person:
 Designation:
 Company seal:

Form-PQ4: Bank Guarantee for Earnest Money Deposit

Note : Not Applicable for this tender (online mode only)

Form-PQ5: Details of Bidder Organization

<<To be printed on Bidder Company's Letterhead and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To
CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Subject: Bidder Details

Ref: Tender No. <<....>> **dated** <<>>

Dear Sir,

Please find below details of Bidder for participation in Master System Integrator for Design, Development, Implementation and Maintenance of IGRS

Bidder Information Sheet

#	Particulars	Bidder
1.	Name and address of the bidding Company	
2.	Incorporation status of the firm (Pvt. Ltd./Public Limited/LLP)	
3.	Year of Establishment	
4.	Country of Registered Office	
5.	Address of Registered Office	
6.	Company Registration Details	
7.	Date of Registration	
8.	Details of any Certifications (ISO etc.)	
9.	GST Number	
10.	PAN/Equivalent	
11.	VAT/Equivalent	
12.	Authorized Signatory Name	
13.	Authorized Signatory Designation	
14.	Authorized Signatory Contact Details	

	Name, Address, email, Phone nos. and Mobile Number of Contact Person	
--	--	--

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
Designation :
Address :
Telephone & Fax :
E-mail Address :

Form-PQ6: Format for Power of Attorney to Authorized Signatory

POWER OF ATTORNEY

[To be executed on non-judicial stamp paper of INR 500/- and notarized. The stamp paper to be in the name of the company which is issuing the power of attorney.]

We, M/s. _____ (name of the firm or company with address of the registered office) hereby constitute, appoint and authorise Mr. or Ms. _____ (Name and residential address) who is presently employed with us and holding the position of _____, as our Attorney to do in our name and our behalf all or any of the acts, deeds or things necessary or incidental to the RFP for the Project <<Assignment Name>>, including signing and submission of the RFP response, participating in the meetings, responding to queries, submission of information or documents and generally to represent us in all the dealings with Client or any other Government Agency or any person, in connection with the works until culmination of the process of bidding till the Project Agreement is entered into CHiPS and thereafter till the expiry of the Project Agreement.

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.

<<Add in the case of a Consortium>>

Our firm is a Member or Lead bidder of the Consortium of _____ and _____.

Dated this the _____ day of _____ 20__

(Signature and Name of authorized signatory) _____

(Signature and Name in block letters of all the remaining partners of the firm Signatory for the Company)

Seal of firm Company

Witness 1:

Witness 2:

Note: 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.

Form-PQ7: Annual Turnover and Net Worth

<< To be printed on Statutory Auditor’s Letterhead with stamped and signed by Authorized Signatory>>

Date: DD/MM/YYYY

To,

CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Subject: Request for Proposal for <<Assignment Name>>

Ref: Tender No. <<.....>> dated <<>>

Dear Sir,

I have carefully gone through the Terms & Conditions contained in the RFP document for <<Assignment Name>>. I hereby declare that below are the details regarding Turnover and Net-worth for our organization for last 3 financial years:

Financial Year	Overall Turnover	Turnover as per <<pre-qualification criteria>>	Net-Worth
FY 2018-19 (in INR Crore)			
FY 2019-20 (in INR Crore)			
FY 2020-21 (in INR Crore)			
Average			

Note: Latest three FY for which audited FY statements are available.

Contact details of officials for future correspondence regarding the bid process:

Details	Authorized Signatory	Secondary Contact
Name		
Title		

Details	Authorized Signatory	Secondary Contact
Company Address		
Mobile		
Email		

I further certify that I am competent officer in my company to make this declaration.

Yours sincerely,

Signature of Authorized Signatory (with official seal)

Name :
 Designation :
 Address :
 Telephone & Fax :
 Email Address :

Form-PQ8: Format for Bidder's Experience

Assignment name: <<Name>>	Approx. value of the contract: <<INR Crore>>
Country: Location within country:	Duration of assignment (months):
Name of Client:	Total No. of staff-months of the assignment:
Contact Person, Title/Designation, Tel. No./Address:	
Start date: Completion date:	No. of professional staff-months provided:
Name of associated Consultants, if any:	Name of senior professional staff involved and designation and/or functions performed:
Description of Project:	
Description of actual services provided by your staff within the assignment:	

Form-PQ10: Undertaking of not being Blacklisted

(To be submitted on the Letterhead of the Bidder)

<Date>

CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Subject: Declaration for not being debarred/ black-listed by Central/ any State Government department/
Public Sector Undertakings in India as on the date of submission of the bid

Ref: Tender No. <<.....>> dated <<>>

Dear Sir,

I/We, the undersigned, herewith declare that in the last three years, my company (<-- name of the firm
-->) has not been debarred/ black-listed by Central Government Department, any State Government
department, or Public Sector Undertakings of Central Government or State Government in India as on
the date of submission of the bid.

For and on behalf of

Signature:
(Authorized Signatory)
Name of the person:
Designation:
Company seal:

Form-PQ11: No Deviation Certificate

<Letterhead of the Sole or Lead Bidder>

<Date>

To
CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Ref: Tender No. <<....>> **dated** <<>>

Subject: Certificate of No Deviation

This is to certify that our offer is exactly in consonance with your RFP no. _____ dated _____ and subsequent amendments / corrigendum's etc. This is to expressly certify that our offer contains no deviation on Technical (including but not limited to Scope of Work, Functional Requirements Specification, Technical Requirements Specification, Operational and Infrastructure requirements of IGRS as laid out in the RFP, Legal or Commercial aspects in either direct or indirect form.

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

Form-PQ12: Total Responsibility

<Letterhead of the Sole or Lead Bidder>

<Date>

To
CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Ref: Tender No. <<....>> **dated** <<>>

Subject: Certificate of total responsibility

This is to certify that we [insert name of Bidder company] undertake the total responsibility for the defect free operation of the proposed solution as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

Yours sincerely,

<Date>

<on behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

Form-PQ13: Undertaking for No Conflict of Interest

<Letterhead of the Sole or Lead Bidder>

<Date>

To
CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Ref: Tender No. <<....>> dated <<>>

Subject: Certificate for undertaking for No Conflict of Interest

We hereby confirm that our company <insert name of the company> is not involved in any conflict of interest situation with one or more parties in this bidding process, including but not limited to –

- Receive or have received any direct or indirect subsidy from any of them; or
- Have common controlling shareholders; or
- Have the same legal representative for purposes of this Bid; or
- Have a relationship with each other, directly or through common third parties, that puts them in a position to have access to information about or influence on the Bid of another Bidder, or
- Influence the decisions of CHIPS regarding this bidding process; or
- Participation in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids. However, this does not limit the inclusion of the same product (commercially available hardware, software or network product manufactured or produced by the firm), as well as purely incidental services such as installation, configuration, routine training and ongoing maintenance/support, in more than one bid; or
- Participation as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- Association as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process.

Yours sincerely,
(Authorized Signatory)
(Name, Designation, Address, Contact Details, Seal, Date)

8 Annexure II: Technical Bid Templates

Bidder needs to submit the technical bid in the forms presented below. In case of information being sought in tabular format bidder must also provide excel file titled – section Technical Bid IGRS_<Section Number>_<Section Name>. In case of any discrepancy the PDF submission will supersede the excel version

Form-TQ1: Technical Bid Covering Letter

<Location, Date>

CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Kind Attn.: CEO, CHiPS

Subject: Submission of the Technical bid for Selection of System Integrator to Design, Develop, Implement, Operate and Maintain IGRS project .

Dear Sir,

We, the undersigned, offer to provide services for Design, Development, Implementation, Operation & Maintenance services for IGRS project with reference to your Request for Proposal bearing <insert RFP reference number> dated <insert date>. We are hereby submitting our Technical bid.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our disqualification.

We agree to abide by all the terms and conditions of all the volumes of this RFP document. We would hold the terms of our proposal valid for the number of days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,
(Authorized Signatory)
(Name, Designation, Address, Contact Details, Seal, Date)

Form-TQ2: Compliance Sheet for Technical Proposal

Following are the compliance and reference documents for Submission of the Technical bid for Selection of System Integrator to Design, Develop, Implement, Operate and Maintain IGRS project against tender no <tender no.> dated <date>

#	Eligibility Criteria	Document Proof	Compliance (Yes/No)	Reference of Supporting Documents in the Bid with page numbers
Bidder's Experience				
1	Refer Section 4.1.17 Stage-2: Technical Evaluation			

Form-TQ3: Format for Bidder's Experience

Assignment name: <<Name>>	Approx. value of the contract: <<INR Crore>>
General Information	
Client for which the project was executed:	
Name and contact details of the client	
Project Details	
Description of the project	
Scope of services	
Service levels being offered/ Quality of service (QOS)	
Technologies used	
Outcomes of the project	
Other Details	
Total cost of the project	
Total cost of the services provided by the respondent	
Duration of the project (no. of months, start date, completion date, current status)	
Letter from the client to indicate the successful completion of the projects	
Copy of Work Order	

Note: Client certificate is mandatory.

Form-TQ4: Approach and Methodology

A description of the approach, methodology, and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training, if the Terms of Reference specify training as a specific component of the assignment.

a) *Approach, Methodology, and Organization of the Bidder's team.*

{Please explain your understanding of the objectives of the assignment as outlined in the Terms of Reference (TOR), the approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s); the degree of detail of such output; and describe the structure and composition of your team. Please do not repeat/copy the TORs in here.}

b) *Work Plan and Staffing.*

{Please outline the plan for the implementation of the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by the Client), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the TOR and ability to translate them into a feasible working plan and work schedule showing the assigned tasks for each expert. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form.}

Form-TQ5: Proposed Work Plan (Work Schedule and Planning for Deliverables)

No	Deliverables/ Activity	Calendar days												
		1	2	3	4	5	6	7	8	9	10	11	12	n
D-1														
D-2														

Note:

- List the deliverables with the breakdown for activities required to produce them and other benchmarks such as the Client’s approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.
- Duration of activities shall be indicated in a form of a bar chart.
- Include a legend, if necessary, to help read the chart.
- All activities should meet the 8/80 criteria i.e. should at least take 8 hours and a maximum of 80 hours.

Form-TQ6: Team Composition

{Please include organization chart for easier understanding of team composition}

Name of Staff with qualification and experience	Area of Expertise	Position Assigned	Task Assigned	Time committed for the engagement

Form-TQ7: Manpower Deployment Plan

No	Name	Expert's input (in person/month) per each Deliverable								Total time-input (in Months)		
		Position	Location	M1	M2	M3	Mn	Onsite	Offsite	Total
Key Manpower												
			Onsite									
			Onsite									
	Sub-Total (A)											
Total (A)												
(a) Months are counted from the start of the assignment/mobilization. Number of working days in a month will be as per the norms of the Purchaser. (b) "Onsite" work means work in the office in the Purchaser's location. "Offsite" work means work carried out in the bidder's office or expert's location.												

The bidder should summarize the above deployment, in the following table

Item	Details
Total Man-Months (till go-live) (X)	
Total Man-Months (post go-live) (Y)	
Total (X + Y)	

Form-TQ8: Proposed Technical Solution

You are suggested to present solutions in the following sections:

- a) Understanding of the project (how the solution proposed is relevant to the understanding)
- b) Solution Proposed

1. Functional architecture – diagram and detailed description
2. Technical Architecture – diagram and detailed description
3. Solution strategy for contact centre

Bidder must cover all aspects of the solution showcasing the suitability of the solution to meet all the requirements listed out in the tender.

Form-TQ9: Curriculum Vitae (CV) of Key Manpower

1. Proposed Position				
2. Name Of Firm				
3. Name Of Expert				
4. Date Of Birth				
5. Nationality				
6. Education				
7. Membership In Professional Associations				
8. Countries Of Work Experience				
9. Languages	Languages	Speaking	Reading	Writing
10. Professional Certifications (if any)				
11. Employment Record				
From:		To:		
Employer:				
Position Held				
From:		To:		
Employer:				
Position Held				
From:		To:		
Employer:				
Position Held				
From:		To:		
Employer:				
Position Held				
From:		To:		
Employer:				
Position Held				
10. Work Undertaken That Best Illustrates Capability To Handle The Tasks Assigned				
Project Name				

	Year	
	Location	
	Client	
	Main Project Features	
	Positions Held	
	Activities Performed	
	Project Name	
	Year	
	Location	
	Client	
	Main Project Features	
	Positions Held	
	Activities Performed	
	Project Name	
	Year	
	Location	
	Client	
	Main Project Features	
	Positions Held	
	Activities Performed	

9 Annexure III: Commercial Bid Templates

Form-CP1: Commercial Bid Covering Letter

<Location, Date>

To,

CEO, CHiPS,
Department of Electronics and IT,
Government of Chhattisgarh
Civil Lines, Raipur
Chhattisgarh-492001

Kind Attn.: CEO, CHiPS

Subject: Submission of the commercial bid for Selection of System Integrator (MSI) to Design, Develop, Implement, Operate and Maintain IGRS

Dear Sir,

We, the undersigned, offer to provide services for Design, Development, Implementation, Operation & Maintenance services for IGRS project with reference to your Request for Proposal bearing <insert RFP reference number> dated <insert date> and our technical proposal. Our Commercial Bid is provided in the form below. The amount is inclusive of all duties, taxes and levies including GST.

- PRICE AND VALIDITY

- The price quoted in our bid is in accordance with the terms as specified in the RFP documents. The price and other terms & conditions of this Bid are valid as per the bid validity specified in the final RFP document,
- We hereby confirm that our prices include all taxes and cess (if any) including income tax and professional tax including GST,
- We understand that the actual payment would be made as per the prevailing GST rates during the time of payment.

- UNIT RATES

We have indicated in the relevant forms the unit rates

- BID PRICING

We further confirm that the prices stated in our bid are in accordance with your Instruction to Bidders included in RFP documents.

- **BID PRICE**

We declare that our bid prices are for the entire scope of the work as specified in the Requirements specified in the bid documents.

- **QUALIFYING DATA**

We confirm having submitted the information as required by you in your Instruction to Bidders. In case you require any other further information / documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time to your satisfaction.

- **PERFORMANCE BANK GUARANTEE**

We hereby declare that in case the contract is awarded to us, we shall submit the Performance Bank Guarantee as specified in the Annexure IV of this RFP document.

Our Commercial Bid shall be binding upon us subject up to expiration of the validity period of the Proposal. We understand you are not bound to accept any Proposal you receive. We agree to abide by all the terms and conditions of all the volumes of this RFP document. We hereby declare that our bid is made in good faith, without collusion or fraud and the information contained in the bid is true and correct to the best of our knowledge and belief.

Yours sincerely,

(Authorized Signatory)

(Name, Designation, Address, Contact Details, Seal, Date)

Form-CP2: Commercial Proposal Forms

9.1.1 Summary of Costs

S. No.	Category	Amount (in Rs.) inclusive of all taxes
1.	CAPEX Cost [W]	
2.	OPEX Cost [X]	
	Total Contract Value [TCV = W + X]	
	Total Contract Value [in words]	

Note:

- i. All quoted prices should be inclusive of all taxes and duties prevailing on the date of proposal submission.
- ii. Prices are valid for a period of 180 Days from date of submission of Bid.
- iii. The bidder is expected to account for all services/ hardware/ software/ hosting required to make the implementation successful as part of total contract value.
- iv. CHiPS reserve the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.
- v. Comprehensive Warranty including back to back OEM enterprise level annual technical support will become effective from the date of completion of track-1 and will remain applicable for the entire duration of the contract along with any extension period.
- vi. In case the contract is extended for another 2 years, the rates for 4th and 5th year will be increased based on the mutually agreed terms between CHiPS and successful bidder. The Consumer Price Index (CPI) and Cost Inflation Index (CII) of India for last 3 years will be taken as base for the increment for 4th & 5th Year with a maximum capping of 10% per year from the 3rd year.
- vii. Price Bid evaluation shall be done on the basis of "Summary of Costs" excluding taxes
- viii. In case other forms uploaded are not consistent with summary specified, bid evaluation shall be done as per summary specified. While making payments lower of the two values shall be referred.

9.1.2 CAPEX Cost

The component specific cost is described below:

No.	Component	Item	Quantity [a]	Unit of Measurement [b]	Cost					Total Cost [W=Σg]
					Unit Price (exclusive of any taxes) [c]	Amount (exclusive of taxes) [d = a*b*c]	Taxes (%) [e]	Tax Amount [f]	Amount (inclusive of taxes) [g = d + e]	
1.	IGRS Call Center Setup cost		50	<enter per-seat setup cost>						
2.	IGRS Social		4	<enter per-seat setup cost>						

No	Component	Item	Cost							Total Cost [W=Σg]
			Quantity [a]	Unit of Measurement [b]	Unit Price (exclusive of any taxes) [c]	Amount (exclusive of taxes) [d =a*b*c]	Taxes (%) [e]	Tax Amount [f]	Amount (inclusive of taxes) [g = d + e]	
	Media Setup cost									

Note:

- The cost would include per seat setup cost including workstations (with 2 nos of minimum 19-inch monitors each), IP Phone & other telecom equipment, headphones, integration cost, CTI, recording, storage, accessories (as required), workstation OS & other licenses, etc.
- The operations cost is to be provided on a per-seat per month basis which should include costs related to manpower, training, telecom charges, etc. in O&M form and not to be included here

9.1.3 OPEX Cost

No	Component	Item	Cost							Total Cost [X=Σg]
			Quantity [a]	Unit of Measurement [b]	Unit Price (exclusive of any taxes) [c]	Amount (exclusive of taxes) [d =a*b*c]	Taxes (%) [e]	Tax Amount [f]	Amount (inclusive of taxes) [g = d + e]	
1.	IGRS Call Center Operations Cost	Per Seat Cost	150	<enter per-seat per month cost here>						
2.	IGRS Call Center Operations Cost	Call Center Supervisor / Quality Analyst	18	<enter per-seat per month cost here>						
3.	IGRS Social Media Operations Cost	Social Media Operator	12	<enter per-seat per month cost here>						
4.	Key Manpower	Project Manager	1	<enter per resource per month cost here>						
5.	Key Manpower	Command & Control Center Manager	1	<enter per resource per month cost here>						

No	Component	Item	Cost							Total Cost [X=Σg]
			Quantity [a]	Unit of Measurement [b]	Unit Price (exclusive of any taxes) [c]	Amount (exclusive of taxes) [d =a*b*c]	Taxes (%) [e]	Tax Amount [f]	Amount (inclusive of taxes) [g = d + e]	
		ment Expert								
6.	Key Manpower	Call Centre Expert	1	<enter per resource per month cost here>						

Note:

- Operations cost is to be provided on a per-seat per month basis which should include costs related to manpower, training, telecom charges, etc.

Annexure IV: Other Templates

9.2 Format for Performance Bank Guarantee

Date: _____

Bank Guarantee No.: _____

To,

CEO, CHiPS,

Department of Electronics and IT,

Government of Chhattisgarh

Raipur

492001

WHEREAS _____ (name of firm (hereinafter called 'MSI') has undertaken, in pursuance the RFP No. , Dated of CEO, CHiPS (hereinafter called the 'CHiPS') to provide services to Design, Develop, Implement, Operate and Maintain IGRS AND WHEREAS in terms of the tender conditions the MSI is required to furnish to the CHiPS a Bank Guarantee for a sum of ₹ _____ (Rupees _____) as Performance Bank Guarantee against the MSI's offer aforesaid.

AND WHEREAS we, _____ Bank, _____ branch, have at the request of the MSI agreed to give to the CHiPS this guarantee as hereinafter contained.

And whereas we, a banking company incorporated and having its head/registered office at <Address> and having one of its office at <Address> have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the bidder, up to a total of ₹ <Insert amount> and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of ₹ <Insert amount> as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Bidder before presenting us with the demand. We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification. This Guarantee shall be valid until <Insert Time>

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed ₹ <Insert amount>
2. This bank guarantee shall be valid up to <insert period>
3. It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this bank guarantee that we receive a valid written claim or demand for payment under this bank guarantee on or before <insert time period> failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

(Name, Designation, Address, Seal, Date)

9.3 Non-Disclosure Agreement

This Non-Disclosure Agreement ("Agreement") is made and entered into ____ day of _____, 20__ by and between

..... CHiPS having its office at _____(hereinafter referred to as 'CHiPS')

And

....., having its office at _____ (hereinafter referred to as 'MSI')

Whereas, CHiPS and MSI have entered into a Contract/Agreement bearing reference number _____ dated _____ for _____provision of _____ (hereinafter referred to as 'Contract'); and

Whereas, CHiPS may disclose to MSI certain information which is confidential and proprietary in nature and wishes to protect such information from unauthorized disclosure and use;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in the Contract, the parties agree as follows:

1. **Definitions.** As used herein:

(a) The term "Confidential Information" shall include, without limitation, all information and materials, furnished by CHiPS to MSI in connection with corporates/citizen/users/persons/customers data, products and/or services, including information transmitted in writing, orally, visually, (e.g. video terminal display) or on magnetic or optical media, and including all proprietary information, customer & prospect lists, trade secrets, trade names or proposed trade names, methods and procedures of operation, commercial or marketing plans, licensed document know-how, ideas, concepts, designs, drawings, flow charts, diagrams, quality manuals, checklists, guidelines, processes, formulae, source code materials, specifications, programs, software packages, codes and other intellectual property relating to the CHiPS's data, computer database, products and/or services. Confidential Information shall also include results of any tests, sample surveys, analytics, data mining exercises or usages etc. carried out by MSI in connection with the CHiPS's or any government department's information including citizen/users/persons/customers personal or sensitive personal information as defined under any law for the time being in force.

(b) The term, "CHiPS" shall include the officers, employees, agents, consultants, contractors and representatives of CHiPS and its assigns and successors.

(c) The term, "MSI" shall include the directors, officers, employees, agents, consultants, contractors and representatives of MSI, including its applicable affiliates, subsidiary companies and permitted assigns and successors.

2. **Protection of Confidential Information.** With respect to any Confidential Information disclosed to MSI or to which MSI has access, MSI agrees that it shall:

- (a) Use the Confidential Information only for accomplishment of the services to be performed under the Contract and in accordance with the terms and conditions contained herein;
- (b) Maintain the Confidential Information in strict confidence and take all reasonable steps to enforce the confidentiality obligations imposed hereunder, but in no event takes less care than it takes to protect the confidentiality of its own proprietary and confidential information and that of its clients;
- (c) Not make or retain copy of any Confidential Information CHiPS except as necessary, under prior written permission from

CHiPS, in connection with the services to be performed under the Contract, and ensure that any such copy is immediately returned to CHiPS even without express demand from CHiPS to do so;

- (d) Not disclose or in any way assist or permit the disclosure of any Confidential Information to any person or entity without the express written consent of CHiPS except as provided in clause 6 below; and

- (e) Return to CHiPS, or destroy, at CHiPS's direction, any and all Confidential Information disclosed in a printed form or other permanent record, or in any other tangible form (including without limitation, all copies, notes, extracts, analyses, studies, summaries, records and reproductions thereof) immediately upon the earlier to occur of:

- (i) expiration or termination of the Contract, or

- (ii) on request of CHiPS.

- (f) Not discuss with any member of public, media, press or any other person about the nature of arrangement entered between CHiPS and MSI or the nature of services to be provided by the MSI to the CHiPS.

3. **Onus.** MSI shall have the burden of proving that any disclosure or use inconsistent with the terms and conditions hereof falls within any of the exceptions provided in clause 4 below.

4. **Exceptions.** The obligations of confidentiality as mentioned in this Agreement shall not apply to any information:

- (a) Which has become generally available to the public without breach of this Agreement by MSI; or
- (b) Which at the time of disclosure to MSI was known to MSI free of confidentiality restriction as evidenced by documentation in MSI's possession; or
- (c) Which CHiPS agrees in writing is free of such confidentiality restrictions
- (d) Is required to be disclosed by law, regulation or Court Order, provided that the recipient gives prompt written notice to the discloser of such legal and regulatory requirement to disclose so as to allow the discloser reasonable opportunity to contest such disclosure.

5. **Remedies.** MSI acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by MSI would be a breach of this Agreement and may cause immediate and irreparable harm to CHiPS; (b) MSI damages from such unauthorized disclosure or use may be impossible to measure accurately and injury sustained by CHiPS may be impossible to calculate and remedy fully. MSI acknowledges that in the event of such a breach, CHiPS shall be entitled to specific performance by

MSI of MSI's obligations contained in this Agreement. MSI shall indemnify, save, hold harmless and defend CHiPS promptly upon demand and at its expense, any time and from time to time, from and against any and all suits, proceedings, actions, demands, losses, claims, damages, liabilities, costs (including reasonable attorney's fees and disbursements) and expenses (collectively, "Losses") to which CHiPS may become subject, in so far as such Losses arise out of, in any way relate to, or result from breach of obligations under this Agreement

6. **Need to Know.** MSI shall restrict disclosure of Confidential Information to its employees and/or consultants who have a need to know such information for accomplishment of services under the Contract provided such employees and/or consultants have agreed to abide by the terms and conditions of this Agreement and agree that they shall not disclose such Confidential Information to any affiliates, subsidiaries, associates and/or third party without prior written approval of CHiPS.

7. **Intellectual Property Rights Protection.** No license to MSI, under any trademark, patent, copyright, design right, mask work protection right, or any other intellectual property right is either granted or implied by the conveying of Confidential Information to MSI.

8. **No Conflict.** The parties represent and warrant that the performance of their obligations hereunder do not and shall not conflict with any other agreement or obligation of the respective parties to which they are a party or by which the respective parties are bound.

9. **Authority.** The parties represent and warrant that they have all necessary authority and power to enter into this Agreement and perform their obligations hereunder.

10. **Governing Law.** This Agreement shall be interpreted in accordance with and governed by the substantive and procedural laws of India and the parties hereby consent to submit to the exclusive jurisdiction of Courts and/or Forums situated at Raipur/Bilaspur, Chhattisgarh.

11. **Entire Agreement.** This Agreement constitutes the entire understanding and agreement of the parties, and supersedes all previous or contemporaneous agreement or communications, both oral and written, representations and under standings among the parties with respect to the subject matter hereof.

12. **Amendments.** No amendment, modification and/or discharge of this Agreement shall be valid or binding on the parties unless made in writing and signed on behalf of each of the parties by their respective duly authorized officers or representatives.

13. **Binding Agreement.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns.

14. **Severability.** It is the intent of the parties that in case any one or more of the provisions contained in this Agreement shall be held to be invalid or unenforceable in any respect, such provision shall be

modified to the extent necessary to render it, as modified, valid and enforceable under applicable laws, and such invalidity or unenforceability shall not affect the other provisions of this Agreement.

15. **Waiver.** If either party should waive any breach of any provision of this Agreement, it shall not thereby be deemed to have waived any preceding or succeeding breach of the same or any other provision hereof.

16. **Survival.** MSI agrees that all of their obligations undertaken herein with respect to Confidential Information received pursuant to this Agreement and obligations of indemnity shall survive for a period of 5 years after any expiration or termination of the Contract.

17. **Non-solicitation.** During the term of this Agreement and thereafter for a further period of two (2) years MSI shall not solicit or attempt to solicit CHiPS's employees and/or consultants, for the purpose of hiring/contract or to proceed to conduct operations/business similar to CHiPS with any employee and/or consultant of the CHiPS who has knowledge of the Confidential Information, without the prior written consent of CHiPS. This section will survive irrespective of the fact whether there exists a commercial relationship between MSI and CHiPS.

18. **Term.** This Agreement shall come into force on the date first written above and, subject to aforesaid clause 16, shall remain valid up to expiry or termination of the Contract.

IN WITNESS HEREOF, and intending to be legally bound, the parties have executed this Agreement to make it effective from the date and year first written above.

For CHiPS....., For

Name: Name:

Title: Title:

WITNESSES:

- 1.
- 2.

9.4 Format of Integrity Pact

<< Fill the attached document and submit on Rs 100 Non-Judicial stamp/e-stamp paper with seal and authorized signatory sign>>

1. **GENERAL**

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact

is made on day of the month20....., between, the Chhattisgarh Infotech Promotion Society (CHIPS)(Designation of the officer, Department) CHIPS (herein after called the "BUYER" which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s represented by Shri/ Ms. (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.

1.2 WHEREAS the BIDDER is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

2. **OBJECTIVES**

NOW, THEREFORE, the BUYER 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 BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary 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 BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. **COMMITMENTS OF THE BUYER**

3.1 The BUYER commits itself to the following:- The BUYER undertakes that no official of the BUYER, 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 BUYER 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 BUYER 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.

3.4 In case any such preceding misconduct on the part of such officials(s) is reported by the BIDDER to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER 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 activity 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 BUYER, 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 BUYER or otherwise in procuring the contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favor or disfavor 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 BUYER 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 BUYER 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 BUYER 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 BUYER 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 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 BUYER through any of the following instruments:
- (i) To be paid online or in the form of Demand Draft/FDR/Bank Guarantee (in favor of, Chhattisgarh infotech Promotion Society) of any nationalized / scheduled banks except Cooperative Banks.
 - (ii) A confirmed guarantee by an Indian nationalized/schedule bank promising payment of the guaranteed sum to the (BUYER) on demand as per RFP without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the BUYER 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 as per RFP.
- 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 BUYER 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 BUYER 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 BUYER 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 Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER 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 BUYER, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
 - (v) To encash the Performance bank, if furnished by the BIDDER, in order to recover the payments, already made by the BUYER, 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 BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to 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 BUYER.
 - (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 case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER 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 BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the BIDDER's firm, the same shall be disclose by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER 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 of 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 BUYER, and if he does so, the BUYER 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 BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2 The decision of the BUYER to the effect that a branch 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 if 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 system 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 BUYER, if the contract has already been concluded.

9. **INDEPENDENT MONITORS**

- 9.1 The BUYER may 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 want extent the parties comply with the obligations under this Pact.
- 9.3 The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5 As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the Authority designated by the BUYER.
- 9.6 The Monitor will submit a written report to the designated Authority of BUYER/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by

the BUYER/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 provision of this Pact or payment of commission, the BUYER 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**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

12. **OTHER LEGAL ACTIONS**

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

13. **VALIDITY**

13.1 The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the BUYER 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.

The parties hereby sign this Integrity Pact at on

CHiPS

BIDDER

Name of the Officer

Designation

Organization

Witness

Witness

1)

1)

2)

2)