



**Request for Proposal (RFP) for
Ensuring Continuity of eDistrict Project
and Design,
Development, Implementation and
Maintenance of
CG e-District 2.0
Project**

**(Volume II)
Instruction to bidders for bid submission**



Chhattisgarh infotech Promotion Society (CHiPS)

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1. Instruction to Bidders

1.1 Introduction and Issuer

Chhattisgarh Infotech Promotion Society (hereinafter referred as “CHiPS”) invites eligible Bidders to submit their Pre-qualification, Technical and Commercial bids for design, development, testing, implementation, and O&M of E-District 2.0 project in accordance with the conditions and manner prescribed in this Request for Proposal (RFP) document.

1.2 General

While every effort has been made to provide comprehensive and accurate information about requirements and specifications, Bidders must form their own conclusions about the solution needed to meet the requirements.

The requirements of the RFP shall prevail over any information in the Bid. However, all information supplied by the successful Bidder will be treated as contractually binding on the Bidder. This RFP supersedes and replaces any previous public documentation and communications, and Bidders should place no reliance on such communications.

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 CHiPS.

CHiPS may cancel this bid process at any time prior to a formal written contract being executed by or on behalf of CHiPS.

- This RFP document is non-transferable.
- The RFP should not be used to market the Bidder's product or services.

1.3 Consortium and sub-contracting

Sub-contracting is allowed with adherence to relevant clauses stated below of this RFP. Sub-contracting of manpower except District training managers are not allowed for this project.

The following is the list of functionalities/ requirements for which the SI may provision for sub-contracting service (only one sub-contractor) for the e-District 2.0 project. However sub-contracting for these requirements shall be optional in nature -

- a) Provision of cloud services for hosting, network, security and compute requirements of e-District 2.0 solution (Requirement gathering, solution designing, delivering system architecture, completing related documentations, implementation and maintenance of the cloud services as required in the project)

Note:

1. Any other sub-contracting can only be done after approval from CHiPS.
2. Sub-contracting only to single firm is allowed. Direct sub-contractors of SI is not be allowed to further sub-contract work to other agencies.
3. Quarterly self-certification by the SI that all personnel deployed are either employees of the SI or allowed under the established sub-contracting arrangements should be submitted to CHiPS.

1. Sub-contracting would be subject to the following conditions:

- a) All sub-contracting contracts must be entered into by the SI.
- b) All sub-contracting arrangements must form part of the bid and the SI will need to submit a teaming agreement at the time of bid submission. The commercials may be masked in the teaming agreement for submission purposes.
- c) sub-contractor's declaration is mandatory in the bidding document.
- d) All sub-contracting arrangements of the SI must be approved by the CHIPS prior to commencement of services by the SI.
- e) CHIPS retains the right to request discontinuation of sub-contracting of activities at any time during the contract period and such activities will have to be performed by the SI directly or by a subcontracting agency acceptable to CHIPS.
- f) CHIPS also reserves the right to demand a change of sub-contractors if the services of the subcontractor is not found suitable in view of CHIPS, and also to specify a new sub-contractor (meeting the required qualifications) which will have to be complied by the SI.
- g) Sub-contracting will not dilute the responsibility and liability of the SI.
- h) The SI will be responsible for meeting all obligations of its sub-contractors and the delivery of goods and services mentioned in all volumes of this RFP. The SI will be solely responsible for all acts of its sub-contractors

i) CHiPS reserves its right to subject the sub-contractors to security clearances as it deems necessary and ALL the personnel of the sub-contractor before they are appointed to the e-District 2.0 project.

2. The SI will be responsible for:

a) The management of its sub-contractors who are a part of the proposal and for the delivery of all products and services in accordance with the agreement.

b) The supply, delivery and installation, commissioning of all products and providing all services as submitted in their proposal.

. It shall be the responsibility of the SI to ensure that its sub-contractors are compliant to all the clauses as mentioned in the bid, failing which bid can be disqualified.

1.4 Debarment from bidding

A bidder shall be debarred if he has been convicted of an offence –

- Under the Prevention of Corruption Act, 1988; or
- The Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- A bidder debarred under Section 1.4 (i) above or any successor of the bidder shall not be eligible to participate in this bidding process for a period not exceeding three years commencing from the date of debarment.

1.5 Eligible Bidders

All the pre-qualification criteria mentioned in this RFP have to be met by the Bidder in order to qualify for the bidding process under this RFP. The Bidder should have capabilities to deliver the entire scope as mentioned in the RFP.

1.6 Bid 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 CHiPS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process.

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

1.7 RFP document

The RFP can be downloaded from the website URL mentioned in the Factsheet in Volume 1 of the RFP.

1.8 Tender Fees

Bidders shall submit, along with their Bids, a non-refundable **Tender Fee of ₹ 25,000/- (Rupees Twenty Five Thousand only)**, through the E-Procurement system during bid submission process. Payment in any other form will not be accepted.

1.9 Bid Security / EMD

- The Bidders shall submit, along with their bids, a **Bid security/ Earnest Money Deposit (EMD) for an amount of Rs. 50,00,000/- (Rs. Fifty Lakhs only)** as bid security fee online in e-procurement portal as per the details mentioned in the Factsheet in Volume 1 of the RFP
- .
- Bids submitted without the EMD, or without adequate EMD, will be liable for rejection without providing any opportunity to the bidder concerned.
- EMD in any other form will not be accepted.
- No interest will be payable by the CHiPS on the EMD.
- The EMD is required to protect CHiPS against the risk of Bidder's conduct which may warrant EMD's forfeiture pursuant to the instances mentioned below.
- EMDs of all unsuccessful Bidders will be returned, without interest, at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of contract.
- The EMD of the successful Bidder will be returned, without interest, upon submission of Performance Bank Guarantee (of the amount and in the format specified in Annexure VII) by the successful Bidder.
- In case the EMD is not received within the stipulated deadline (provided in Factsheet in Volume 1 of the RFP) then CHiPS reserves 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.
- The EMD may be forfeited:

- i. If a Bidder withdraws the proposal or increases the quoted prices after opening of the Proposal and during the period of Bid validity period or its extended period, if any.
- ii. In case of a successful Bidder, if the Bidder fails to sign the contract in accordance with the terms and conditions (including timelines for execution of the Agreement) of this RFP or fails to furnish the Performance Bank Guarantee in accordance with the terms and conditions (including timelines for furnishing PBG) of this RFP.
- iii. If the bidder is found indulging in any corrupt, fraudulent or other malpractice in respect of the bid;
- iv. If there is a discrepancy between words and figures quoted by the bidder and the bidder does not accept that the amount in words that would prevail over amount in figures.

1.10 Authorized Signatory and Authentication of Bids

The Authorized Signatory representing the Bidder shall digitally sign all bid documents uploaded on Chhattisgarh eProcurement Portal (URL: <https://eproc.cgstate.gov.in>.) and attach a scanned copy of the physically signed and stamped Integrity Pact, Letter of Authorization and the EMD. The authorization shall be in the form of a written power of attorney or a Board resolution in favor of the person submitting the Bid (Annexure V of Volume II of this RFP).

1.11 Pre-Bid Meeting

CHiPS will host Pre-Bid Conference, as per the schedule provided in the Factsheet of Volume I of this RFP. In case of any change in date, time and venue of the conference, the same will be intimated to all bidders through e-mail or notification on CHiPS website <http://www.chips.gov.in>

The representatives of the interested organizations may attend the pre-bid conference at their own cost.

Only persons, duly authorized by the Bidder, will be allowed to participate in the pre-bid meeting. The authorized representatives should carry a valid proof of identification for verification before the commencement of the pre-bid conference. The representatives will need to bring along a letter of authorization (covering all participants) for attending the pre-bid meeting. The purpose of the conference is to provide bidders with information regarding the RFP and the proposed solution requirements in reference to this RFP.

Pre-Bid Conference will also provide each bidder with an opportunity to seek clarifications regarding any aspect of the RFP and the project. Request for clarifications shall be sent by the bidders through email (digitalcg@cgchips.in and ceochips@nic.in).

1.12 Bidders Queries and CHiPS Response

After the RFP is issued, CHiPS will accept written questions / queries from the bidders in the format provided in Annexure I. CHiPS will endeavor to provide complete, accurate, and timely response to all questions. All enquiries from the bidders relating to this RFP must be submitted in writing exclusively to the contact person(s) notified by CHiPS, as per Factsheet in Volume 1 of the RFP. The mode of delivering written questions would be through email. In no event will the CHiPS be responsible for ensuring that bidder's inquiries have been received by the CHiPS. No request for clarification from any bidder shall be entertained after the date and time mentioned in Factsheet in Volume 1 of the RFP.

1.13 Response to Pre-bid Queries and Issue of Corrigendum

CHiPS will endeavor to provide timely response to all the queries. However, CHiPS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does it undertake to answer all the queries that have been posed by the Bidders.

At any time prior to the last date for receipt of bids, CHiPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum. However, in case of any such amendment of the RFP or for any other reason, the Bid submission date may be extended by CHiPS at its sole discretion.

All clarifications and / or any other corrigendum notification issued by CHiPS subsequent to the issuance of this RFP, shall be uploaded on CHiPS and Chhattisgarh e-Procurement Portal. Such corrigendum may also be emailed to all bidders who participate in the pre-bid meeting.

1.14 Bid Validity Period

Bid validity must remain valid up to 180 (One Hundred & Eighty) days from the last date of submission of the Bids.

CHiPS may request the Bidder(s) for an extension of the period of validity of the bid up to 90 more days. The validity of the EMDs as requested in Section 1.9 should also be suitably extended if called upon to do so by CHiPS.

1.15 Submission of Bids

- Bids must be correct and complete in all aspects. CHiPS will evaluate the bid based on its clarity, correctness and completeness of its response to the requirements of the project as outlined in this RFP. Bidder must keep in mind the below points for the regarding the bidding –
- This RFP process will be administered through the Chhattisgarh eProcurement portal (URL: <https://eproc.cgstate.gov.in>). The bidders are required to submit soft copies of their proposals electronically on the Chhattisgarh eProcurement Portal, using valid digital signature certificates of officer duly authorised to submit the bid. The instructions given below are meant to assist the Bidders in registering on the Chhattisgarh eProcurement portal, preparing their proposals in accordance with the requirements defined in this RFP and submitting their proposals on the Chhattisgarh eProcurement portal. More information for submitting the Bids online on the Chhattisgarh eProcurement portal may be obtained at <https://eproc.cgstate.gov.in>
- The Bidders are required to enroll on the e-procurement module of the Chhattisgarh eProcurement portal (URL: <https://eproc.cgstate.gov.in>) by clicking on the link.
- Enrolment on the Chhattisgarh eProcurement portal is free of charge. As part of the enrolment process, the Bidders will be required to choose a unique username and a password for their accounts. Upon enrolment, the Bidders will be required to register their valid digital signature certificate (Class III certificates with signing key usage) issued by any Certifying Authority recognized by the Controller of Certifying Authorities, India with their profile. Only one valid DSC should be registered by a Bidder. The DSC should be in the name of the person duly authorized by the Bidding entity to do all acts necessary for submitting the Proposal and execution of work under this RFP. The Bidders are responsible to ensure that only the authorized persons may use the DSCs. The Bidder then logs in to the site through the secured log-in process by entering the user ID Password and the Password of the DSC eToken.
- The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time are mentioned in the Factsheet in Volume 1 of the RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time. The Bidder has to digitally sign and upload the required Bid documents one by one under the respective options for Pre-qualification Bid, Technical Bid and Commercial Bid as indicated in this RFP. CHiPS will not accept any Bid where any part of the bid is mis-classified or mis-uploaded.

- Upon successful and timely submission of Bids, the portal will give a successful Bid submission message and a bid summary will be displayed with the Bid number and the date and time of submission of the Bid with all other relevant details.
- The Bidder is allowed to re-submit the Bid and related Bid documents before the last date of Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.
- The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.
- Any queries relating to this RFP document and the terms and conditions contained therein should be addressed to the RFP Inviting Authority and the relevant contact person indicated in this RFP. Any queries relating to the process of online Bid submission or queries relating to the Chhattisgarh eProcurement Portal in general may be directed to the Chhattisgarh eProcurement helpdesk.

1.16 Format of submission

Proposals must be direct, concise, and complete. CHiPS will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this RFP.

Bidder shall submit their bids in the format mentioned in the following sub-sections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid / binding on the Bidder and that is acceptable to the Purchaser. In any event, the Purchaser shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the Purchaser.

It is proposed to have a three-staged bid system. The three bids are-

1. Pre-Qualification Bid
2. Technical Bid and
3. Commercial Bid

The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Bids. The Bid is to be submitted in three covers as mentioned below:

Cover no.	Cover name	Content	Documents comprising the bid
One (Envelop A & B)	Pre-qualification bid	Pre-qualification bid as per Annexure II of this volume of the RFP.	<ul style="list-style-type: none"> • EMD Receipts along with Annexure VI (Envelop A) • Pre-Qualification Bid Covering Letter (Annexure II, 5.1) (Envelop B) • Details of Bidder (Annexure II, 5.2) (Envelop B) • Undertaking of not being Blacklisted (Annexure II, 5.3) (Envelop B) • Financial Information of the Bidder (Annexure II, 5.4) (Envelop B) • Quality Assessment Details (Annexure II, 5.5) (Envelop B) <p>Experience of the Bidder:</p> <ul style="list-style-type: none"> • System Integrator Experience (Annexure II, 5.6). (Envelop B) • Undertaking on personal (Annexure II,5.7) (Envelop B) • Format for Undertaking from OEMs (Annexure II, 5.8) (Envelop B)

Cover no.	Cover name	Content	Documents comprising the bid
			<ul style="list-style-type: none"> • Undertaking for No Conflict of Interest(Annexure II, 5.9) (Envelop B) • No Deviation Certificate (Annexure II, 5.10) (Envelop B) • Total Responsibility(Annexure II, 5.11) (Envelop B) • Compliance to Pre-Qualification Criteria(Annexure II, 5.12) (Envelop B) • Power of Attorney executed by Bidder in favour of Authorized Signatory signing the bid.(Annexure V,8.1) (Envelop B) • Sub-contracting Agreement with clear roles & responsibilities and defining joint and several liabilities. (Envelop B) • Signed copy of RFP. (Envelop B) • Non Disclosure Agreement Annexure VII. (Envelop B) • Integrity Pact (Annexure IX), (Envelop A)
Two (Envelop B)	Technical bid	Technical Bid as per as per Annexure III of	<ul style="list-style-type: none"> • Proposed Solution (Annexure III,6.2) (Envelop B)

Cover no.	Cover name	Content	Documents comprising the bid
		this volume of the RFP.	<ul style="list-style-type: none"> Technologies Proposed (Annexure III,6.2.1) (Envelop B) Bill of Material (Software) (Annexure III,6.2.1) (Envelop B) Solution Design and Approach (Annexure III,6.2.2) (Envelop B) Approach and Methodology (Annexure III,6.2.3) (Envelop B) Resource Deployment Plan (Annexure III,6.3) (Envelop B) Curriculum Vitae (CV) of Team Members (Annexure III,6.4) (Envelop B)
Three	Commercial bid	Commercial Bid as per as per Annexure IV of this volume of the RFP.	<ul style="list-style-type: none"> Commercial Bid Covering Letter Commercial Bid Format (Annexure IV,7.1) Commercial Proposal Forms

The response to Pre-qualification criteria, Technical proposal and Commercial proposal (as mentioned in the previous paragraph) should be placed in a separate folder on the Chhattisgarh eProcurement Portal.

- As part of the bid, bidder should provide one (1) copy of the Pre-qualification Bid, and the Technical Bid in soft copy (pdf format).
- The Pre-qualification Bid, Technical Bid and Commercial Bid should be three separate distinct documents that should be complete as per requirements of the RFP. All the pages of the

proposal must be sequentially numbered and must contain the Table of Content along with Compliance List (listing all requirements of RFP) and Page Numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the Bid at the discretion of CHiPS.

- Please note that prices must not be indicated in the Pre-qualification Bid and Technical Bid and must only be indicated in the Commercial Bid.
- Bidder must ensure that Pre-qualification and Technical bid documents do not contain any financial items / prices.
- CHiPS will not accept delivery of the Bid by fax / e-mail or any other electronic / nonelectronic means other than as specified herein.
- The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as part of the Bid. Any deviations may lead to rejection of the Bid.
- The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Factsheet in Volume 1 of the RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time.
- A standard Commercial Bid format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Bids in the format provided and no other format will be acceptable.

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.

1.17 Bid Format

Bidder shall submit their bids in the format provided in the following sub-sections. Bids not in the prescribed formats will be liable for rejection. If a format for specific document is not provided for in this RFP, the document shall be submitted in a format that makes it legally valid binding on the

Bidder and that is acceptable to the CHiPS. In any event, CHiPS shall have the right to seek clarifications, modifications etc. on the document submitted by the Bidder and the Bidder shall be obliged to provide such clarifications and modifications within the timelines specified by the CHiPS.

1.17.1 Pre-Qualification Bid Format

Pre-qualification bid will be used for assessing the bidders on the basis of prequalification criterion laid down in this RFP. Therefore, the bidders are required to submit this bid in specified format furnishing all the required information and supporting documents. The pre-qualification bid must not contain any pricing information. A bid may be rejected at prequalification stage itself and not considered for technical evaluation if it fails to satisfy the prequalification criterion specified in this RFP. Pre-Qualification bid formats are provided in Annexure II of this volume of the RFP.

1.17.2 Technical Bid Format

The technical bid should be submitted in the format specified in Annexure III to this volume. It should address all the areas / sections as specified in the Technical Evaluation Criteria as per Section 2.6 and should contain a detailed description of how the bidder will provide the required services outlined in this RFP. It should articulate in detail, as to how the bidder's Technical Solution meets the requirements specified in the RFP. The technical bid must not contain any pricing information. In submitting additional information, please mark it as "supplementary" to the required response. If the bidder wishes to propose additional services (or enhanced levels of services) beyond the scope of this RFP, the bid must include a description of such services as a separate and distinct section to the bid.

1.17.3 Commercial Bid Format

- The Bidder must submit the Commercial Bid in the formats specified in Annexure IV of this Volume of the RFP. The Bidders shall give the required details of all applicable taxes, duties, other levies and charges etc. (except GST) in respect of provision of services under this RFP.
- The bidders shall quote an all-inclusive bid value (exclusive of GST) in their commercial bids. This would represent the bidder's total price for all the deliverables and services defined in the RFP. If required, GST inclusive bid value will be asked by the bidder in the prescribed format.
- 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.

- 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 section 6.2.1 Annexure III of this volume of RFP should be used. The priced bill of materials will not be used for evaluation of commercial bid but must be exhaustive and comprehensive.
- 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 initialed by the person signing the bid form before submission.
- Notwithstanding any price (s) quoted in the offer across different sections of the bid, only prices given in the prescribed format given at Annexure IV of this volume of RFP shall prevail.
- 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. A Bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- The prices, once offered, must remain fixed and must not be subject to escalation for any reason whatsoever within the period of contract and extended period, if any. A bid submitted with an adjustable price quotation or conditional bid may lead to disqualification of the bidder. CHiPS reserves the right to take appropriate action in this regard.
- If a bidder costs NIL charges, the bid shall be treated as unresponsive and will not be considered for further evaluation.

1.18 Language

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English language is required and should be duly attested by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

1.19 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 Factsheet in Volume 1 of the RFP. Such amendments shall be binding on the Bidders. In case of such

modifications, the bidders who have submitted their responses, prior to such amendments, to the original invitation shall be provided with an opportunity to modify or re-submit or withdraw their bids.

- The Bidder should try to submit the Bid well before the last date and hence to avoid any inconvenience at the last moment. The Bid submission date and time is mentioned in the Factsheet in Volume 1 of the RFP. The Bidder will not be allowed to submit the Bid after the Bid submission time.
- A standard Commercial Bid format has been provided with this RFP document to be filled by all the Bidders. The Bidders should necessarily submit their Commercial Bids in the format provided and no other format will be acceptable.
- At any time prior to the deadline for submission of bids, CHiPS, for any reason, may modify the RFP by amendment notified on CHiPS portal and/or CG eProcurement Portal (and/or by email to all bidders who participated in pre bid meeting or have shown interest for participation with CHiPS officially) and such amendment shall be binding on them. CHiPS, at its discretion, may extend the deadline for the submission of bids.
- The Bidder is permitted to withdraw their Bid before the last date of Bid submission and time. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter from authorized signatory to CHiPS.
- The response to Pre-qualification criteria, Technical proposal and Commercial proposal (as mentioned in the previous paragraph) should be placed in a separate folders on the Chhattisgarh eProcurement Portal.
- As part of the bid, bidder should provide one (1) copy of the Pre-qualification Bid, and the Technical Bid in soft copy (pdf format).
- The Pre-qualification Bid, Technical Bid and Commercial Bid should be three separate distinct documents that should be complete as per requirements of the RFP. All the pages of the proposal must be sequentially numbered and must contain the Table of Content along with Compliance List (listing all requirements of RFP) and Page Numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the Bid at the discretion of CHiPS.
- Please note that prices must not be indicated in the Pre-qualification Bid and Technical Bid and must only be indicated in the Commercial Bid.
- Bidder must ensure that Pre-qualification and Technical bid documents do not contain any financial items / prices.

- CHiPS will not accept delivery of the Bid by fax / e-mail or any other electronic / non-electronic means other than as specified herein.
- The Bidders are requested to go through the RFP advertisement and the RFP carefully to understand the documents required to be submitted and the process to be followed as part of the Bid. Any deviations may lead to rejection of the Bid.

1.20 Compliant proposals and completeness of response

- The Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of the Bid shall be deemed to have been done after careful study and examination of this RFP document with full understanding of its implications by the bidder.
- Failure to comply with the requirements of this paragraph may render the proposal non-compliant and the proposal may be rejected. Bidders must:
 - o Include all documentation specified in this RFP;
 - o Follow the format of this RFP and respond to each element in the order as set out in this RFP;
 - o Comply with all requirements as set out in this RFP.
- 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 II of Volume II of the RFP. The Bids with deviation(s) are liable for rejection.

1.21 Bid Submission Deadline and Late Bids

All Bidders are required to submit their bids (complete in all respects) within the time and date as specified in Factsheet in Volume 1 of the RFP. CHiPS may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by issuing an addendum / corrigendum or by intimating all bidders, in writing or through e-mail, in which case all rights and obligations of CHiPS and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

The Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained. The Bids submitted by telex / telegram / fax / e-mail etc. shall not be considered. No correspondence will be entertained on this matter.

CHiPS shall not be responsible for any delay or non-receipt / non-delivery of the documents. No further correspondence on the subject will be entertained. CHiPS reserves the right to modify and amend any of the above-stipulated condition/criteria depending upon project priorities vis-à-vis urgent commitments.

Given that the bid submission has to be made online, it is advised that the Bidder takes all necessary precaution for the same, including submitting the Bid well in advance to avoid any last minute hassles, ensuring that the names / formats of the files to be uploaded are as per the

Chhattisgarh eProcurement portal requirements, using the prescribed browser for upload etc. The Purchaser shall not entertain any bids which could not be uploaded or uploaded properly in the portal for whatsoever reasons.

1.22 Right to Terminate the Process

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

1.23 Non-Conforming Proposals

A Proposal may be construed as a non-conforming proposal and ineligible for consideration if

- It does not comply with the requirements of this RFP;
- The proposal appears to be “canned” presentations of promotional materials that do not follow the format required under this RFP or do not appear to address the particular requirements of the solution

1.24 Acceptance and Rejection of Bids

CHiPS reserves the right to reject any or all Bids without assigning any reason thereof. CHiPS also reserves the right to assess the Bidder’s capabilities and capacity. In either case, the decision of CHiPS shall be final and binding. In the event of any assumptions, presumptions, key points of discussion, recommendation or any points of similar nature are submitted along with the Proposals which amount to deviations in any form, CHiPS reserves the right to seek withdrawal of such assumptions, presumptions, key points of discussion, recommendation or any points of similar nature

by the bidder. If the bidder does not withdraw such assumptions etc., the bid may be rejected by CHiPS. If a discrepancy is found in the bidder's response, the same may be conveyed to the Bidder with target date up to which the Bidder has to send his acceptance / clarification on the above lines and if the Bidder does not agree to the decision of the CHiPS then the Proposal is liable to be rejected.

If the Bidder does not meet even one of the Pre-Qualification criteria separately, as mentioned in Section 2.5 of this volume of RFP, the Bidder shall be disqualified, and the entire Bid shall be rejected.

1.25 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:

- Bid not submitted in accordance with the terms, procedure and formats prescribed in this document or treated as non-conforming proposal;
- During validity of the bid, or its extended period, if any, the Bidder increases its quoted price after the submission of the bid;
- The Bidder's Proposal is conditional and has deviations from the terms and conditions of RFP.
- The Proposal is received in incomplete form;
- The Proposal is received after the due date and time;
- The Proposal is not accompanied by all the requisite documents;
- The Proposal is submitted with lesser validity period;
- 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;
- The Commercial Proposal is enclosed within the technical Proposal or other Proposal;
- The Bidder tries to influence the proposal evaluation process by unlawful / corrupt / fraudulent means at any point of time during the Bid process;
- 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.

1.26 Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the selection process. Notwithstanding anything to the contrary contained in this RFP, the CHiPS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the selection process. In such an event, CHiPS shall, without prejudice to it’s any other right or remedies, forfeit and appropriate the EMD and / or PBG, as the case may be.
- Without prejudice to the rights of CHiPS under clause above and the rights and remedies which the CHiPS may have under the Agreement, if a Bidder is found by CHiPS 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 Letter of Award (LOA) or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or RFP issued by CHiPS during a period of 3 years from the date such Bidder is found by CHiPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
 - For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them: “Corrupt Practice” means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the selection process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of CHiPS who is or has been associated in any manner, directly or indirectly with the selection process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of CHiPS 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 Award or the Agreement, who at any time has been or is a legal, financial or technical consultant / adviser of CHiPS in relation to any matter concerning the Project;

- “Fraudulent Practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the selection process; “Coercive Practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any 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 CHiPS 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 the Bidders with the objective of restricting or manipulating a full and fair competition in the selection process.

1.27 Conflict of Interest

Any party involved in preparation of this RFP is not allowed to bid. Further, any bidder who has or anticipates any conflict of interest with any of its current assignments while performing work under this RFP, shall notify of the same to CHiPS with mitigation plan, within at most 3 weeks of publication of this RFP and CHiPS may decide whether to allow such bidder to bid or not.

Bidder shall hold CHiPS’s interest paramount, without any consideration for future work and strictly avoid conflict with other assignment or their own corporate interest. Bidder should not be engaged in any such business (excluding any work assigned to them by CHiPS) which has conflict of interest with the project for which the bids are being submitted.

CHiPS considers a conflict of interest to be a situation in which a party has interests that could improperly influence that party’s performance of official duties or responsibilities, contractual obligations, or compliance with applicable laws and regulations, and that such conflict of interest may contribute to or constitute a prohibited corrupt practice.

A Bidder may be considered to be in a conflict of interest with one or more parties in this bidding process if, 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
- Bidder participates in more than one bid in this bidding process. Participation in more than one Bid will result in the disqualification of all Bids in which it is involved. 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
- Bidder participated as a consultant in the preparation of the design or technical specifications of the goods and services that are the subject of the bid.
- Bidder gets associated as Consultant / Advisor / Third party independent evaluating agency with any of the agencies taking part in the bid process.

2. Selection Process for Bidder

2.1 Bid opening process

- The bids will be opened at each stage from the Chhattisgarh eProcurement Portal by the bid opening committee to be setup by the CHiPS
- The bids will be opened in three sessions - one each for Pre-qualification, Technical and Commercial bids in the presence of bidders' representatives duly authorized to attend the bid opening sessions on the specified date, time and address
- The representatives of the bidders are advised to carry the identity card or a letter of authority from the bidder firms to identify their bonafide for attending the opening of the proposal. The bidder's representatives who are present may require to sign evidencing their attendance.
- In the event of the specified date of bid opening being declared a holiday for CHiPS, the Bids shall be opened at the same time and location on the next working day or as specified by CHiPS.
- During each session of bid opening, preliminary scrutiny of the bid documents will be made to determine whether they are complete, whether required bid security has been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Bids not conforming to such preliminary requirements will be prima facie rejected at the discretion of CHiPS.
- There will be three bid-opening events:
 - Cover 1 (Pre-Qualification bid)
 - Cover 2 (Technical bid)
 - Cover 3 (Commercial bid)
- The venue, date and time for opening the Pre-qualification bid, Technical and commercial bid are mentioned in the Factsheet in Volume 1 of the RFP.
- Only the bids complete in all respects will be opened.
- The Technical Bids of only those bidders will be opened who clear the Pre-qualification stage.
- The Commercial Bids of only those bidders will be opened who score equal to or more

than qualifying marks in Technical Bid.

2.2 Preliminary Examination of Bids

CHiPS will examine the Bids to determine whether they are complete, whether the documents have been properly signed and the Bids are generally in order. Any Bids found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the CHiPS and shall not be included for further consideration.

Initial Bid scrutiny will be held and the Bids will be treated as non-responsive, if Bids are:

- Not submitted in the format as specified in this RFP document;
- Received without the Letter of Authorization;
- Power of Attorney/Board Resolution;
- EMD and Tender Fees Receipts;
- Found with suppression of details;
- Submitted with incomplete information, subjective, conditional offers and partial offers;
- Submitted without the documents required under this RFP;
- Non-compliant to any of the clauses mentioned in this RFP;
- With lesser validity period than prescribed in this RFP.

2.3 Clarification on Bids

During the bid evaluation (at any stage whether during pre-qualification, technical or commercial evaluation), CHiPS may, at its discretion, ask the Bidder for a clarification of its bid and the decision of CHiPS or Technical Evaluation Committee (TEC) will be final. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid shall be sought, offered, or permitted

2.4 Evaluation Process

- CHiPS will constitute a Technical Evaluation Committee (TEC) to evaluate the bids
- The TEC shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.

- The decision of the TEC in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of discussion with the Committee.
- Presentation by the bidder during the technical evaluation process is mandatory. The TEC may ask for meetings with the Bidders to seek clarifications on their bids.
- The TEC reserves the right to reject any or all bids on the basis of any deviations. Each of the responses / Proposals shall be evaluated as per the criteria and requirements specified in this RFP.

The evaluation stages are as follows:-

2.4.1 Pre-Qualification

- The bid opening committee shall open Pre-Qualification Bid.
- 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
- The Pre-Qualification bid MUST contain all the documents mentioned in “Annexure II - Formats for Submission of the Pre-Qualification Bid”. Each of the Pre-Qualification condition mentioned in Section 2.5 is MANDATORY. In case the Bidder does not meet any one of the conditions, the bidder will be disqualified.
- A checklist has to be created by the bidder and be submitted along the proposal with proper page-wise indexing of all supporting documents
- Results of the Pre-Qualification Bid will be published on the Chhattisgarh eProcurement Portal.

2.4.2 Technical Evaluation

- Technical Bid will be opened for only for Bidders who are declared successful in Stage 1.i.e. Pre-qualification stage.
- The TEC 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' technical solutions proposed in the bid document will be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 2.6 of this volume of RFP.

- 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 TEC 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 TEC / 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. A detailed evaluation matrix is provided in Section 2.6
- Only bidders who score a total Technical score of 70 or more will qualify for the evaluation of their commercial bids. In addition, the bidders are also required to score the minimum cut-off mark defined for each evaluation criteria.
- **Technical Score Formulation:** The highest evaluated absolute Technical score (Tmax) will be given the maximum technical score (Tn) of 100 points. The technical scores (Tn) of the other bidders will be computed as per the formula for determining the technical scores as given below:

$$T_n = 100 \times (T_1 / T_{max})$$

Where,

T_n = Normalized Technical score for the bidder under consideration,

T₁ = Absolute Technical Score for the bidder under consideration,

T_{max} = Maximum absolute Technical Score obtained by any bidder

Results of the Technical Bid opening will be published on the Chhattisgarh Infotech Promotion Society.

TEC'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 TEC shall not be questioned by any of the Bidders. TEC 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.

2.4.3 Commercial Evaluation process

The Commercial Bids of only the technically qualified bidders will be opened by the TEC for evaluation in the presence of the bidder's representatives.

- The bid value shall include all taxes and levies, except GST (Goods and Services Tax), and shall be in Indian Rupees (₹).
- Any conditional bid would be rejected.
- If there is a discrepancy between words and figures, the amount in words will prevail.
- **Financial Score Formulation:** The lowest evaluated absolute Financial quote (F_{min}) i.e. Total Bid Value will be given the maximum financial score (F_n) of 100 points. The financial scores (F_n) of the other Financial quotes will be computed as per the formula for determining the financial scores given below:

$$F_n = 100 \times (F_{min} / F_1)$$

Where,

F_n = Normalized financial score for the bidder under consideration,

F_1 = Absolute financial quote for the bidder under consideration,

F_{min} = Minimum absolute financial quote obtained from any bidder

2.4.4 Final Evaluation

- Proposals will be ranked according to the combined normalised technical (T_n) and financial (F_n) scores using the weights.
- The combined technical and financial score

$$(S) = T_n \times T + F_n \times F$$

Where:

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

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

$$T + F = 1$$

- The bidder who scores the highest combined technical and financial score as detailed

above will be considered for selection and award of the contract.

- If two or more bidders have same combined technical and financial score, then the bidder with the higher financial score will be selected. Further, if two or more bidders have same financial score, then the bidder with the higher technical score will be selected.
- Results of the Commercial Bid opening will be published on the Chhattisgarh Infotech Promotion Society

2.5 Pre-Qualification Criteria

2.5.1 Pre-qualification Criteria of Bidders

The Bidder's pre-qualification bid will be evaluated as per the following criteria:

Qualification Criteria	Documents Required
<p>Legal Entity: The Prime bidder should be a company registered in India under companies Act 1956 operating for the last three years in IT/ITeS Services as of 31st March 2021.</p>	<p>Bidder should submit the following</p> <ul style="list-style-type: none"> a) RoC b) Copy of GST Registration Certificate. c) Copy of PAN

Qualification Criteria	Documents Required
<p>The responding firm / agency</p> <p>a) Should have made online payment of Rs. 25,000/- (Rupees Twenty-five thousand only) for the RFP document</p> <p>b) Should have submitted a EMD of</p> <p>c) Rs. 50,00,000/- (Rupees Fifty Lakh only)</p>	<p>Rs. 50,00,000/- (Rupees Fifty Lakh only). EMD to be submitted Online only.</p>
<p>The Prime Bidder shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.</p>	<p>Undertaking in this regard by the authorized signatory of the bidder as per the given format</p>
<p>The Prime Bidder should be an Information Technology Solution and Service Provider with a registered office and operations in India. The Prime Bidder should be operational in India for at least the last Five financial years as of 31st March 2021.</p>	<p>Certificate of company registered in India</p>
<p>The Prime bidder must have an office in the Chhattisgarh or should furnish an undertaking that the same would be established within One month of signing the contract.</p>	<p>Undertaking in this regard by the authorized signatory of the bidder as per the given format</p>
<p>Turnover :</p> <p>a. The Prime Bidder should have a minimum turnover of Rs 100.00 crores in IT/ ITeS Services, average during the</p>	<p>Bidder should submit any of the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR</p>

Qualification Criteria	Documents Required
<p>last three financial years i.e., 2018-19, 2019-20 and 2010-21.</p> <p>b. Prime Bidder should have positive Net profit after tax during each of the last three financial years namely 2018-19, 2019-20 and 2020-21.</p> <p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation</p>	<p>b) Certificate from the statutory auditor/Certificate from CA.</p> <p>c) Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor.</p>
<p>The Prime bidder should have positive Net Worth in each of the last three Financial Years (as of the year ending on 31st March 2019, 2020 & 2021</p>	<p>Extracts from the audited Balance sheet and Profit & Loss Account;</p> <p><u>OR</u></p> <p>Certificate from the statutory auditor.</p>
<p>Past Experience:</p> <p>The prime bidder should be an established Information Technology company / IT System Integrator who would have successfully completed IT Implementation Projects in State Government/ Central Government/ Semi Government/PSU/Other Government Institutions in India during the last five years from the date of submission of bid.</p> <p>1. At least one of the project should be an integrated IT- projects of a value not less than Rs. 25 Crores</p> <p>OR.</p> <p>2. At least two (2) projects should be an integrated IT- projects of a value not less than Rs. 15 Crores each</p> <p>OR</p> <p>3. At least three (3) projects should be an</p>	<p>Bidder should submit the following:</p> <p>i. Bidder should submit the PO / Work orders.</p> <p>ii. Project Completion Certificate from the client in case of completed projects.</p> <p>iii. Work Order + Phase Completion Certificate (for ongoing projects) from the client</p>

Qualification Criteria	Documents Required
<p>integrated IT- projects of a value not less than Rs. 10 Crores each</p> <p>Projects for National/State/UT Government Depts./ PSUs in last five years (FY20-21, 19-20, 18-19, 17-18, FY16- 17) will only be considered.</p>	
<p>The Prime bidder should be ISO 9001:2015 or CMMi Level 5. The certificate should be valid as on the date of submission of the bid and the bidder should ensure that valid certification is maintained throughout the period of implementation of the project.</p>	<p>Valid certificate needs to be attached.</p>
<p>The responding firm must have a minimum number of 250 IT Staff of technically qualified personnel having minimum qualification of B.E/B.Tech/MCA or having 3 or more years of work experience in the domain of systems integration, as on 31st March, 20 21 on its roll.</p>	<p>Certificate from HR Department / Company secretary for number of technically qualified professionals employed by the company</p>
<p>A power of attorney / Board resolution in the name of the person signing the bid by Prime Bidder</p>	<p>Original Power of attorney/ Board resolution copy</p>
<p>Blacklisting:</p> <p>The Bidder/ associated subcontractor should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual Conditions as on the date of submission of tender. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.</p>	<p>Bidder should submit Self declaration that the Bidder is not black listed and is not in any legal disputes as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.</p>
<p>Manufacturing Authorization Form is required for Open Source Based Built Product/ Solution for</p>	<p>Relevant certified Form is required</p>

Qualification Criteria	Documents Required
Proposed e District 2.0 and Authorization letter from Cloud Provider for 5 years support	

***Note:** Any bid failing to meet the above pre-qualification criteria shall be rejected and will not be considered for Technical Evaluation.

Additional Mandatory requirements

The bidder should submit all the following mandatory additional documents listed below. If any of the mandatory documents are not in order, such proposals are liable to be rejected without further evaluation.

- a. Submission of Undertaking on Personnel – Refer Section 5.7
- b. Undertaking from OEMs - Refer section 5.8
- c. Submission of No Conflict of Interest Undertaking – Refer Section 5.9
- d. Submission of No Deviation Certificate – Refer Section 5.10
- e. Submission of Total Responsibility Undertaking – Refer Section 5.11
- f. Non-Disclosure Agreement (NDA) – Refer Annexure VIII
- g. Submission of Integrity Pact – Refer Annexure IX
- h. Board Resolution/ OR Power of Attorney (Annexure V) in favor of authorized signatory, by bidder

For the purpose of submission of bid, the above documents mentioned in “additional mandatory requirements” and “Undertaking of not being Black Listed” will be submitted in scanned copies. The selected SI will be required to submit the above documents in original within 7 days of Letter of Award.

1. Change in Pre-Qualification Criteria

If there is a change in the status of the bidder with reference to any of the pre-qualification criterion specified above, during the bid process till the award of the project, the bidder should immediately bring the same to the notice of CHiPS. The same shall be presented to Steering Committee of E-District 2.0 and be evaluated for decision on rejection/acceptance of bid based on nature of change(s).

2. Key Terms for Pre-Qualification Criteria

For the purposes of this RFP, some key terms that have been used for pre-qualification criteria have been defined below:

Term	Definition
Net worth (Consolidated)	Means the aggregate value of the paid-up share capital and all reserves created out of the profits and securities premium account, after deducting the aggregate value of the accumulated losses, deferred expenditure and miscellaneous expenditure not written off, as per the audited balance sheet, but does not include reserves created out of revaluation of assets, write-back of depreciation and amalgamation.
Turnover	Means the aggregate value of the realisation of amount made from the sale, supply or distribution of goods or on account of services rendered, or both, by the company during a financial year.
Financial Year (Company)	<p>In relation to any company or body corporate, means the period ending on the 31st day of March every year, and where it has been incorporated on or after the 1st day of January of a year, the period ending on the 31st day of March of the following year, in respect whereof financial statement of the company or body corporate is made up:</p> <p>Provided that on an application made by a company or body corporate, which is a holding company or a subsidiary of a company incorporated outside India and is required to follow a different financial year for consolidation of its accounts outside India, the Tribunal may, if it is satisfied, allow any period as its financial year, whether or not that period is a year</p>

	<p>Provided further that a company or body corporate, existing on the commencement of this Act, shall, within a period of two years from such commencement, align its financial year as per the provisions of this clause</p>
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3. Proposed Team for Implementation and O & M

S.No.	Proposed Expert	Nos.	Qualification and Experience	Deployment Period	
				Implementation Phase	O&M Phase
1.	Project Manager (Functional)	1	Work Experience: <ul style="list-style-type: none"> ▪ 10 years of work experience in e- Governance Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Certifications <ul style="list-style-type: none"> ▪ PMP/ Prince 2/ Six Sigma/ ITIL Project Management Experience <ul style="list-style-type: none"> ▪ Experience of managing 2 similar projects 	✓	✓
2.	Solution Architect	1	Work Experience: <ul style="list-style-type: none"> ▪ 10 years of work experience Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Project Experience <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as Solution Architect Certifications <ul style="list-style-type: none"> ▪ ITIL or any other architect certification=0.5 mark 	✓	
3.	Database Administrator	1	Work Experience: <ul style="list-style-type: none"> ▪ 8 years of work experience Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Project Experience <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as DBA Certifications <ul style="list-style-type: none"> ▪ Should have valid industry recognized DBA certificate 	✓	

S.No.	Proposed Expert	Nos.	Qualification and Experience	Deployment Period	
				Implementation Phase	O&M Phase
4.	Network Administrator	1	Work Experience: <ul style="list-style-type: none"> ▪ 8 years of work experience Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Project Experience <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as Network Administrator Certifications <ul style="list-style-type: none"> ▪ Should have valid industry recognized certification 	✓	✓
5.	Sr. Programmer/ Developer (on proposed technology stake)	2	Work Experience: <ul style="list-style-type: none"> ▪ 8 years of work experience in e-Governance Educational Qualification: <ul style="list-style-type: none"> ▪ BE/ B.Tech/ MCA Project Experience <ul style="list-style-type: none"> ▪ Experience of 3 government projects in software development 	✓	✓
6.	Programmer/ Developer (on proposed technology stake)	2	Work Experience: <ul style="list-style-type: none"> ▪ 5 years of work experience in e-Governance Educational Qualification: <ul style="list-style-type: none"> ▪ BE/ B.Tech/ MCA Project Experience <ul style="list-style-type: none"> ▪ Experience of 2 government projects in software development 	✓	
7.	Database Developer (on proposed technology stake)	1	Work Experience: <ul style="list-style-type: none"> ▪ 5 years of work experience Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Project Experience <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as DB developer Certifications <ul style="list-style-type: none"> should have valid industry recognized DBA certificate 	✓	✓
8.	System Administrator	1	Work Experience: <ul style="list-style-type: none"> ▪ 8 years of work experience as system administrator Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Project Experience: <ul style="list-style-type: none"> ▪ experience of 3 government projects in System administration 	✓	

S.No.	Proposed Expert	Nos.	Qualification and Experience	Deployment Period	
				Implementation Phase	O&M Phase
			Certification <ul style="list-style-type: none"> ▪ should have valid industry recognized certificate 		
9.	Mobile App Developer	1	Work Experience: <ul style="list-style-type: none"> ▪ 5 years of work experience Project Experience <ul style="list-style-type: none"> ▪ Development Experience of at least 5 Mobile Apps for IT/e-Governance project (iOS/Android/Hybrid) 	✓	✓
10.	UI Designer	1	Work Experience: <ul style="list-style-type: none"> ▪ 3 years of work experience in IT Projects Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA Hands-on Experience on designing of UI on government projects	✓	✓
11.	Technical Helpdesk	2	Work Experience: <ul style="list-style-type: none"> ▪ 3 years of work experience in Technical Support Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA 	✓	✓
Total			Minimum 14 resources during implementation and 11 resources during O&M. SI may choose to add more resources if required to meet the milestones.		

2.6 Technical Evaluation Framework

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.

#	Parameter	Evaluation Points	Max Marks	Documents required
1.	The Bidder, a single legal entity registered in India, and must have a minimum average annual turnover of not less than Rs. 100 Crore (One Hundred fifty Crore) in IT/ITeS/e-Governance Project for the last three financial years (as of 31-03-2021).	100 Crore Turnover – 3 Marks Additional Rs. 15 Crore (above Hundred Crore) in turnover will be awarded 1 marks each, subject to a maximum of 5 Marks	5	Bidder should submit any of the following: Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
2.	The Prime Bidder Should have experience in software/application development Project experience with State Government/ Central Government/ Semi Government/ Quasi Government/PSU/ Other Government Institutions. Implementation of e-District project for any state Govt. will be given added advantage in the evaluation.	Each project should have minimum value of Rs. 10 Crore. 20 Marks - Summing up value 60 Crores of Maximum 3 Projects including e-District project/projects 15 Marks - Summing up value 60 Crores of Maximum 3 Projects excluding e-District project/projects	20	Bidder should submit the following: a) Bidder should submit the PO / Work orders for ongoing projects. b) Project Completion Certificate from the client in case of completed projects. c) Work Order + Phase Completion Certificate (for ongoing projects) from the client

<p>3.</p>	<p>Similar Project Experience The bidder should have experience in customization/development and implementation, support of citizen centric services with workflow and document management system solution with State Government/ Central Government/ Semi Government/ Quasi Government/ PSU/ Other Government Institutions.</p>	<p>At least one of the project of similar nature must be of a value not less than Rs. 25 Crores – 20 Marks</p> <p>OR.</p> <p>At least two (2) projects of similar nature must be of a value not less than Rs. 15 Crores each. – 20 Marks</p> <p>OR</p> <p>At least three (3) projects of similar must be of a value not less than Rs. 10 Crores each – 20 Marks</p>	<p>20 Marks</p>	<p>Bidder should submit the following:</p> <ul style="list-style-type: none"> a) Bidder should submit the PO / Work orders for ongoing projects. b) Project Completion Certificate from the client in case of completed projects. c) Work Order + Phase Completion Certificate (for ongoing projects) from the client
<p>4</p>	<p>Solution Proposed: Understanding of the Department's requirements</p>	<p>10 Marks (Solution Proposed)</p> <p>1. Proposed Product/ Solution is having minimum 50% functionality available out of the box as per RFP requirement for e District 2.0 software. The functionalities/ services of the proposed Product/ Solution should be configurable. It means new development/ customization is not required for the 50% of the functionalities/ services - 5 marks</p>	<p>10 Marks</p>	<p>Bidder Should Provide</p> <ul style="list-style-type: none"> - - Note: The OEM of the proposed Product/ Solution needs to submit a compliance sheet in their letter head confirming that proposed Product/ Solution is having minimum XX% (as per actual availability)

		<p>2. Proposed Product/ Solution is having minimum 50-70% functionality available out of the box as per RFP requirement for e District 2.0 software. The functionalities/ services of the proposed Product/ Solution should be configurable. It means new development/ customization is not required for the 50-70% of the functionalities/ services - 8 marks</p> <p>3. Proposed Product/ Solution is having minimum more than 70% functionality available out of the box as per RFP requirement for e District 2.0 software. The functionalities/ services of the proposed Product/ Solution should be configurable. It means new development/ customization is not required for more than 70% of the functionalities/ services - 10 marks</p>	<p>functionality available out of the box as per RFP requirement for e District 2.0 software, in case of non-compliance CHIPS reserves the right to reject the bid.</p> <ul style="list-style-type: none"> - - The functionalities/ services of the proposed Product/ Solution should be configurable only. It means new development/ customization is not required for the mentioned % of the functionalities/ services - <p>CHIPS may call for a product demo to check the % of functionality available</p>
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5	<p>Approach and Methodology to perform the work in this assignment</p> <ul style="list-style-type: none"> - Activities sequencing, dependencies among activities - Resource planning, allocation and loading - Risk Management, Mitigation and Exit plan - Project work break down structure - Completeness and responsiveness of the proposal responds exhaustively to all the requirements of the RFP 	10 Marks	10 Marks	<p>Bidder has to provide L2/L3 level work break down structure (WBS), clear baselines/ timelines, defined resources, roles & responsibilities in MS-Project format in bot soft and hard copies along with a write-up project</p>
5	Presentation	10 Marks (Presentation)	10 Marks	<ul style="list-style-type: none"> • Understanding of the project (how the solution proposed is relevant to the understanding) • Technical Approach and Methodology • Service Continuity Plan • AS-IS and TO-BE • Plan for enablement of Digital Payment, • Plan for Self Service Portal (Chatbot) and Self Learning Portal for training purpose • Suitability against desire scope
6	Proposed team and profiles for implementation, rollout, Configuration, Customization, Application development and its Operation and Maintenance for the period of 3 Years.			
Q Quality of CV for the Onsite Core Resources proposed for the project (Maximum Marks 25)				
I	Project Manager (Functional)	Qualification/relevant certification of the People Involved Work Experience:	2 Marks	CV along with Copy of Degrees/ certificates and

		<ul style="list-style-type: none"> ▪ Project Manager >=10 years of work experience in e-Governance = 1 marks ▪ Else 0 Marks <p>Educational Qualification:</p> <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 Mark ▪ Else 0 <p>Project Management Experience</p> <ul style="list-style-type: none"> ▪ Managed >= 1 e-Governance projects having value of >= INR 20 Crores = 0.5 Marks ▪ Else 0 Marks 		Work Experience certificates.
III	Solution Architect	<p>Work Experience:</p> <ul style="list-style-type: none"> ▪ >=10 years of work experience= 0.5 marks ▪ Else 0 <p>Educational Qualification:</p> <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 ▪ Else 0 <p>Project Experience</p> <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as Solution Architect = 1 ▪ Else 0 	2 Marks	
IV	Database Administrator should have valid industry recognized DBA certificate	<p>Work Experience:</p> <ul style="list-style-type: none"> ▪ >=8 years of work experience= 0.5 marks ▪ Else 0 <p>Educational Qualification:</p> <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 ▪ Else 0 <p>Project Experience</p> <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as DBA= 1 ▪ Else 0 	2 Marks	CV along with Copy of Degrees/ certificates and Work Experience certificates

V	Network Administrator should have valid industry recognized certificate	Work Experience: <ul style="list-style-type: none"> ▪ ≥ 8 years of work experience = 1 marks ▪ Else 0 Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 Marks ▪ Else 0 Project Experience <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as Network Administrator= 0.5 Marks ▪ Else 0 	2 Marks	CV along with Copy of Degrees/ certificates and Work Experience certificates
VI	Sr. Programmer/Developer (2 positions)	Work Experience: <ul style="list-style-type: none"> ▪ Programmer/Developer ≥ 5 years of work experience in e-Governance 1 Mark Educational Qualification: <ul style="list-style-type: none"> ▪ BE/B.Tech/MCA = 0.5 mark Project Experience <ul style="list-style-type: none"> ▪ experience of 3 government projects in software development =0.5 mark 	4 Marks (2 marks for each CV)	CV along with Copy of Degrees/ certificates and Work Experience certificates
VIII	System Administrator should have valid industry recognized certificate	Work Experience: <ul style="list-style-type: none"> ▪ ≥ 8 years of work experience as system administrator= 1 marks ▪ Else 0 Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 ▪ Else 0 Project Experience <ul style="list-style-type: none"> experience of 3 government projects in System administration =0.5 mark 	2 Marks	CV along with Copy of Degrees/ certificates and Work Experience certificates

	<p>Programmer/ Developer (on proposed technology stake (2 Positions))</p>	<p>Work Experience:</p> <ul style="list-style-type: none"> ▪ >=5 years of work experience in e-Governance= 0.5 ▪ Else=0 <p>Educational Qualification:</p> <ul style="list-style-type: none"> ▪ BE/ B.Tech/ MCA =0.5 ▪ Else=0 <p>Project Experience</p> <p>Experience of 2 government projects in software development= 0.5 Else=0</p>	<p>3 Marks (1.5 Marks for each CV)</p>	
	<p>Database Developer (on proposed technology stake) (1 Positions)</p>	<p>Work Experience:</p> <ul style="list-style-type: none"> ▪ 5 years of work experience= 0.5 ▪ Else=0 <p>Educational Qualification:</p> <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA =0.5 ▪ Else =0 <p>Project Experience</p> <ul style="list-style-type: none"> ▪ At least 2 IT/e-Governance Project as DB developer= 0.5 ▪ Else=0 <p>Certifications</p> <p>should have valid industry recognized DBA certificate=0.50 Else=0</p>	<p>2 Marks</p>	

IX	Mobile App Developer (1 Position)	Work Experience: <ul style="list-style-type: none"> ▪ ≥ 5 years of work experience = 1 mark Project Experience <ul style="list-style-type: none"> ▪ Development Experience of at least 5 Mobile Apps for IT/e-Governance project (iOS/Android/Hybrid) = 1 mark 	2 Marks	CV along with Copy of Degrees/ certificates and Work Experience certificates
X	UI Designer	Work Experience: <ul style="list-style-type: none"> ▪ ≥ 3 years of work experience in IT Projects = 1 mark ▪ 3 or more government projects = 0.5 Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 mark 	2 Marks	CV along with Copy of Degrees/ certificates and Work Experience certificates
XI	Technical Helpdesk (2 Positions)	Work Experience: <ul style="list-style-type: none"> ▪ ≥ 3 years of work experience in Technical Support = 0.5 mark Educational Qualification: <ul style="list-style-type: none"> ▪ BE / B. Tech / MCA = 0.5 mark 	2 Marks (1 mark to each position)	CV along with Copy of Degrees/ certificates and Work Experience certificates. Relaxation may be given for Naxal affected areas with prior approval from CHiPS.
			Total Score – 100	

Note-

- a. Work order, only issued by State Government/ Central Government/ Semi Government/ Quasi Government/ PSU/ Other Government Institutions will be considered for evaluation.
- b. Minimum qualifying Marks in Technical is 70 or more out of 100 Technical Marks. Only those bidders securing more than 70 marks shall qualify for commercial proposal opening.

- c. The Resources whose CV are submitted along with proposal cannot be replaced for first 6 months from date of commencement of Project. Any replacement prior to that may attract penalty of Rs 100,000. All replacement is subject to CHIPS approval and shall be at least equivalent to the proposed/deployed resource.
- d. Actual requirement of development team will be assessed by the system integrator to meet the defined timelines. Deployment of required number of experts will be a sole responsibility of the SI and cost of the same shall be factored within the final price quoted by the bidder.

2.7 Commercial Bids Evaluation criteria

The following shall be the criteria for evaluation of commercial bids:

- Commercial proposals / bids of only those firms who are technically qualified shall be opened on the date & time to be intimated later, in the presence of the bidder's representatives who choose to attend and shall be processed as per the process defined in Volume II of the RFP.
- 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.

3. Award of Contract

3.1 Award Criteria

CHiPS will award the contract to the bidder whose bid has been determined as technically qualified and has scored highest marks as per QCBS procedure outlined above.

3.2 Notification of Award

Prior to the expiration of the period of bid validity, the CHiPS will notify the successful Bidder by e-mail and / or by post that its bid has been accepted.

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.

3.3 Signing of Contract

- Within 7 days of receipt of the notification of award or letter of award (LOA), the successful Bidder shall communicate its acceptance to the said letter of intent and shall also submit the Performance Bank Guarantee (PBG) in accordance with the terms of this RFP
- Within 30 days of the notification of award, the successful bidder shall execute the Master Services Agreement as provided in Section III of this RFP.
 - If the successful bidder fails to execute the MSA or furnish the PBG within the stipulated time period (or such other extended timelines as agreed by the CHiPS in its

sole discretion), the CHiPS shall have the right to forfeit the EMD of successful bidder and award the work to the next successful bidder.

- Upon furnishing of performance bank guarantee by the successful Bidder pursuant to Section 3.4. CHiPS will promptly notify each unsuccessful Bidder and will discharge its bid security.

3.4 Performance Bank Guarantee (PBG)

- a. The successful Bidder shall at his own expense submit to CHiPS an unconditional, irrevocable and continuing Performance Bank Guarantee (PBG) from a Nationalized / Scheduled Commercial Bank, in the format prescribed in Annexure VII, payable on demand, for the due performance and fulfilment of the contract by the Bidder.
- b. The PBG shall be submitted within 15 days from the date of issuance of the PO / Letter of Award.
- c. The Value of the PBG shall be equal to 10% of the total contract value (total project cost). No interest shall be payable on the PBG. In case the project is delayed beyond the project schedule as mentioned in RFP Volume I, the Performance Bank Guarantee shall be accordingly extended by the Bidder till completion of Scope of Work or extended duration of the contract as mentioned in Volume I of this RFP and six months thereafter.

3.5 Failure to agree with the Terms & Conditions of the RFP

Failure of the successful bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best bidder or call for new proposals. In such a case, CHiPS shall invoke the PBG and / or forfeit the EMD.

4. Annexure I: Format for Pre-Bid Queries

Bidder shall submit all pre-bid queries on or before the prescribed date and time (refer Factsheet in Volume 1 of the RFP), through email (only) with subject line as “Pre-Bid queries E-District 2.0: Bidder’s Name” in the following format in Microsoft Excel File, titled – Pre-Bid_Queries_E-District 2.0 _<Bidder’s Name>:

Sheet 1: Bidders’s information

Information sought	Details provided by the bidder
Name (Authorized signatory)	
Designation	
Company	
Address	
Contact Number	
Email ID	
Date	

Note: Please paste the table above in email body as well

#	RFP Volume no.	Page No.	Section name	Section no.	Statement as per RFP	Query by bidder

- Note 1: Queries submitted in any other format will be rejected at the sole discretion of CHiPS.
- Note 2: There shall be no merging of cells that should be undertaken for purpose of submissions.
- Note 3: It is required that proper spell checks are undertaken, and proper formats are followed.
- Note 4: Non-adherence to the above instruction may result in rejection of the pre-bid queries.

5. Annexure II: Formats for Submission of the Pre-Qualification Bid

Instructions:

- Please provide details of compliance with reference to pre-qualification criteria (as defined in Section 2.5) in the formats provided below. Please note that provision of information in incorrect formats may lead to disqualification.
- Please provide requisite documentary proof (as specified in Section 2.5) for all information provided. Please note that non-submission of documentary proof may lead to disqualification

5.1 Pre-Qualification 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 Pre-qualification bid for Selection of System Integrator for Design, Development, Implementation and Maintenance of e-District 2.0 System

Dear Sir,

We, the undersigned, offer to provide services for Design, Development, Implementation, Operation & Maintenance services for E-District 2.0 project with reference to your Request for Proposal bearing <insert RFP reference number> dated <insert date>. We are hereby submitting our Pre-qualification bid.

We hereby declare that all the information and statements made in this Pre-qualification 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)

5.2 Details of Bidder Organization

<Company Letter Head>

S. No.	Item	Bidder's Response
1.	Company Name	
2.	Year Established	
3.	Incorporated in India (Yes or No)	
4.	PAN	
5.	GST	
6.	CIN (only in case of Company)	
7.	Key representative for this project & designation	
8.	Head Office Address	
9.	Mobile	
10.	Telephone	
11.	Fax Number	
12.	Email Address	
13.	Brief Description of the Organization	
14.	Office Address (from where services will be delivered)	

5.3 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

Kind Attn.: CEO, CHiPS

Dear Sir,

We confirm that our company is not blacklisted in any manner whatsoever by any State Government, Central Government or any other Public Sector undertaking or Corporation or Any other Autonomous organization of Central or State Government as on Bid submission date.

It is hereby confirmed that I/We are entitled to act on behalf of our company/ corporation/ firm/ organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Sincerely,

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Company:

5.4 Financial Information of the Bidder

<Date>

Financial Information	<<Insert FY>>	<<Insert FY>	<<Insert FY>
Revenue (in INR crores)			
Net Worth (in INR crores)*			
Other Relevant Information			
Mandatory Supporting Documents: <ol style="list-style-type: none"> a. Audited financial statements for each of the three financial years as mentioned above (Please include only the sections on P&L, revenue and the assets, not the entire balance sheet.) b. Certification by the company secretary or auditors supporting the revenue break-up and Net Worth 			

*As per requirements of Section 2.5 -“Key Terms for Pre-Qualification Criteria” Table

<Signature> <Company Seal>

Name:

Designation:

Name and Address of Auditor:

5.5 Quality Assessment Details

<Letterhead of the Bidder>

<Date>

CEO, CHiPS,

Department of Electronics and IT,

Government of Chhattisgarh

Civil Lines, Raipur

Chhattisgarh-492001

Kind Attn.: CEO, CHiPS

We would like to provide/confirm the following information on the quality certification of our organization.

CMMi Level Assessment Details	
Level of CMMi Assessment	
Date of Assessment	
Scope of Assessment	1. Software development – Yes/No 2. software implementation – Yes/No 3. software maintenance – Yes/No
Validity of the Assessment	
Name of the Assessing company and their contact details	
Units / Locations Assessed	

We have attached a copy of the certificate in support of the above information.

Dated this ___ day of ___ 201__

Yours sincerely,

<On behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

5.6 System Integrator Experience

System Integrator experience completed/ Go-Live in the last 5 financial years from the date of publishing of RFP	
Client Information	Response
Name of client	
Name of the person who can be referred to from Clients' side, with name, designation, postal address, contact phone, fax number, e-mail id,	
Nature of business / operations of client	
Project value in Crores	
Functional areas of business covered in the project	
Duration of engagement (with Start date and end-date/Go-Live date)	
Scope of the Project	
Description	Yes/No
IT Solution implementation	
Workflow digitization application/ Business process management application and Document management system development and maintenance	
Web portal development and maintenance	
Mobile app development	
CRM/Grievance management/ Ticketing solution development and maintenance	

Supporting Documents:

Note: A client citation with reference to the above experience/citation for E-District 2.0 Application refers to one or more of the following, along with the Work order/Contract copy:

- 1) A Client Letter (in case of ongoing project) OR Company Secretary Certificate
- 2) Completion/Provisional phase completion/Go-live certificate

The above supporting document(s) should clearly specify the value of the project and project status (i.e. Go-live/ completed) with date. The above documents should be duly certified by the authorized signatory.

<On behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

5.7 Undertaking on Personnel

<Letterhead of the Bidder>

<Date>

CEO, CHiPS,

Department of Electronics and IT,

Government of Chhattisgarh

Civil Lines, Raipur

Chhattisgarh-492001

Kind Attn.: CEO, CHiPS

Sub: Undertaking on Personnel

Sir,

1. We undertake that those persons whose CVs have been submitted as part of technical proposal shall be deployed during the project as per our bid submitted in response to the RFP.
2. We undertake that any of the above personnel shall not be removed or replaced without the prior written consent of CHiPS.
3. Under exceptional circumstances, if the above personnel are to be replaced or removed, we shall put forward the profiles of personnel being proposed as replacements, which will be either equivalent or better than the ones being replaced. However, whether these profiles are better or equivalent to the ones being replaced will be decided by CHiPS.
4. CHiPS will have the right to accept or reject these substitute profiles.
5. We also undertake to staff the project with competent team members in case any of the proposed team members leave the project either due to voluntary severance or disciplinary actions against them.
6. We acknowledge that CHiPS has the right to seek the replacement of any member of the project team being deployed by us, based on the assessment of CHiPS that the person in question is incompetent to carry out the tasks expected of him/her or found that person does not really possess the skills /experience/qualifications as projected in his/her profile or on the ground of security concerns or breach of ethics.

7. In case we assign or reassign any of the team members, we shall be responsible, at our expense, for transferring all appropriate knowledge from personnel being replaced to their replacements within a reasonable time. Additionally, we will mandatorily have 4 weeks of overlap between outgoing and new resource deployed on the project.

Yours faithfully,

<On behalf of Bidder Name>

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Seal/Stamp of Bidder:

5.8 Format for Undertaking from OEMs

This undertaking should be on the letterhead of the all the OEMs in the format provided (or substantially same to the format provided) and should be signed by a person competent and having the power of attorney. The Bidder in its Bid should include such power of attorney.

<Date>

CEO, CHiPS,

Department of Electronics and IT,

Government of Chhattisgarh

Civil Lines, Raipur

Chhattisgarh-492001

Kind Attn.: CEO, CHiPS

Sub: Statement of Undertaking from OEM

Ref: <<RFP Title>>

We, the undersigned OEM, having read and examined in detail all the bidding documents in respect of the abovementioned RFP, in respect to components(s) offered / supplied by us and as a gesture towards our commitment for continued support for our component(s) / solution do hereby declare as under:

1. We confirm that we would support the installation, commissioning, integration and maintenance of our products offered/supplied for E-District 2.0.
2. We hereby confirm that we would treat CHiPS as a preferred customer and that resolution of all problems and issues reported to us in fulfilment of the abovementioned Tender would be undertaken by us as per our applicable technical support terms and policies on priority basis.
3. We hereby confirm that the products / solutions being supplied will not be declared end of sale for a minimum of 24 months from the date of submission of bid and that we shall support the same for a minimum period of 7 years from the date of its acceptance by CHiPS in accordance with our support terms and policies for such Product(s).
4. We hereby agree to supply and/or install all new releases, versions, any type of update, upgrade patch and/or bug fixes for the software or firmware from time to time at no additional cost to CHiPS provided SI has placed an order on us and we have received due

payments from SI. Additionally, the documentation and training services associated with the component(s) shall be provided free of cost to CHiPS as per our standard documentation and training services related terms and policy provided SI has placed an order on us and we have received due payments from SI.

5. We hereby confirm that our partner M/s (Bidder) possess the necessary capability and training required to support our product(s). (Optional)
6. We agree to provision the required critical spares/components for meeting the uptime commitment. In case of any change in our arrangement or terms of agreement with our partner M/s (Bidder) for providing product support, we agree to maintain the level of support as desired by CHiPS and as committed by our partner under the abovementioned Bid, without any financial liability to CHiPS.
7. We hereby agree to provide to CHiPS, required assistance, consultancy and services to resolve issues under critical and unforeseen situations on mutually agreed terms and conditions.
8. We hereby confirm our commitment towards providing the necessary support and assistance in case of any problems / issues arising due to integration of our component/ product(s) with any other component(s) / product(s) under the purview of the overall solution provided order for technical support services have been placed on us by SI or CHiPS.

We hereby confirm that this undertaking is made in good faith and the aforesaid declarations are binding on us for the entire term of contract under the aforementioned Tender.

Yours faithfully,

(Signature)

For and on behalf of: <OEM>

Authorised Signatory

Name:

Designation:

Seal:

Date and Location:

Note: The Undertaking shall mandatorily be submitted in the format as specified here, and no Non-Conformity of the same shall be accepted by CHiPS. However, minor non-conformities may be reviewed and approved by the CHiPS in its sole discretion.

5.9 Undertaking for No Conflict of Interest

The certificate below is to be provided by the bidder.

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)

5.10 No Deviation Certificate

The certificate below is to be provided by the bidder.

<To be printed on Company letterhead>

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 E-District 2.0 as laid out in Volume I of 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:

5.11 Total Responsibility of Undertaking

The certificate below is to be provided by the bidder.

<To be printed on Company letterhead>

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:

5.12 Compliance to Pre-Qualification Criteria

#	Qualification Criteria	Documents Required	Compliance	Page no.
1	Legal Entity: The Prime bidder) should be a company registered in India under companies Act 1956 or 2013/ Partnership Act 1932 and operating for the last three years in IT/ITeS Services as of 31 st March 2021.	Bidder should submit the following: a) RoC b) Copy of GST Registration Certificate. c) Copy of PAN		
2	The responding firm / agency a) Should have made online payment of Rs. 25,000/- (Rupees Ten thousand only) for the RFP document b) Should have submitted a EMD of c) Rs. 50,00,000/- (Rupees Thirty Lakh only)	Rs. 50,00,000/- (Rupees Thirty Lakh only). EMD to be submitted online through e-procurement portal. Note: MSME firms having valid certificate would be exempted from submission of EMD		
3	The Prime Bidder) shall not be under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of the bid.	Undertaking in this regard by the authorized signatory of the bidder as per the given format		

4	The Prime Bidder should be an Information Technology Solution and Service Provider with a registered office and operations in India. The Prime Bidder should be operational in India for at least the last three financial years as of 31st March 2021.	Certificate of company registered in India		
5	The Prime bidder must have an office in the Chhattisgarh or should furnish an undertaking that the same would be established within One month of signing the contract.	Undertaking in this regard by the authorized signatory of the bidder as per the given format		
6	<p>Turnover :</p> <p>c. The Prime Bidder should have a minimum turnover of Rs 100.00 crores in IT/ ITeS Services, average during the last three financial years i.e., 2018-19, 2019-20 and 2010-21.</p> <p>d. Prime Bidder should have positive Net profit after tax during each of the last three financial years namely 2018-19, 2019-20 and 2020-21.</p>	<p>Bidder should submit any of the following:</p> <p>a) Copies of Certified audited Balance sheet / Profit & Loss statement. OR</p> <p>b) Certificate from the statutory auditor/Certificate from CA.</p> <p>c) Extracts from the audited Balance sheet and Profit & Loss Account; or Certificate from the statutory auditor.</p>		

	<p>Note: Turnover in areas other than mentioned above shall not be considered for evaluation</p>			
7	<p>The Prime bidder should have positive Net Worth in each of the last three Financial Years (as of the year ending on 31st March 2019, 2020 & 2021)</p>	<p>Extracts from the audited Balance sheet and Profit & Loss Account; <u>OR</u> Certificate from the statutory auditor.</p>		

8	<p>Past Experience: The prime bidder should be an established Information Technology company / IT System Integrator who would have successfully completed IT Implementation Projects in State Government/ Central Government/ Semi Government/PSU/Other Government Institutions in India during the last five years from the date of submission of bid.</p> <p>4. At least one of the project should be an integrated IT-projects of a value not less than Rs. 25 Crores OR.</p> <p>5. At least two (2) projects should be an integrated IT-projects of a value not less than Rs. 15 Crores each OR</p> <p>6. At least three (3) projects should be an integrated IT-projects of a value not less than Rs. 10 Crores each</p> <p>Projects for National/State/UT Government Depts./ PSUs in last five years (FY20-21, 19-20, 18-19, 17-18, FY16- 17) will only be considered.</p>	<p>Bidder should submit the following:</p> <ul style="list-style-type: none"> i. Bidder should submit the PO / Work orders. ii. Project Completion Certificate from the client in case of completed projects. iii. Work Order + Phase Completion Certificate (for ongoing projects) from the client 		
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9	The Prime bidder should be ISO 9001:2015 or CMMi Level 5. The certificate should be valid as on the date of submission of the bid and the bidder should ensure that valid certification is maintained throughout the period of implementation of the project.	Valid certificate needs to be attached.		
10	The responding firm must have a minimum number of 250 IT Staff of technically qualified personnel having minimum qualification of B.E/ B.Tech/ MCA or having 3 or more years of work experience in the domain of systems integration, as on date of submission of bid on its roll.	Certificate from HR Department / Company secretary for number of technically qualified professionals employed by the company		
11	A power of attorney / Board resolution in the name of the person signing the bid by Prime Bidder	Original Power of attorney/ Board resolution copy		
12	Blacklisting: The Bidder should not be blacklisted by any Central/State Government, Ministry or Agency for breach of Contractual Conditions as on the date of submission of tender. The Bidder should also not be entangled in any legal disputes with any Govt. / PSU body.	Bidder should submit Self declaration that the Bidder is not black listed and is not in any legal disputes as on the bid calling date. Self-Declaration Certificate to be enclosed in the bid duly signed by the authorized signatory on its company letter head.		

13	Manufacturing Authorization Form is required for Open Source Based Built Product/ Solution for Proposed e District 2.0 and Authorization letter from MeitY empaneled Cloud Service Provider for 5 years support	Manufacturing Authorization Form from Product/ Solution OEM and Cloud Service Provider as per format given in RFP		
14	Proof of Bid Purchase	Receipt to be submitted		

Additional Documents:

Please provide List of Documents and Page Numbers on which the documents are attached (Refer Section 2.5.1 under heading Additional Mandatory Requirements).

Selected Bidder is required to submit original copies of above documents within 7 days post declaration of bid result.

6. Annexure III: Formats for Submission of the Technical Bid

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 E-District 2.0_<Section Number>_<Section Name>. In case of any discrepancy the PDF submission will supersede the excel version

6.1 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 E-District 2.0.

Dear Sir,

We, the undersigned, offer to provide services for Design, Development, Implementation, Operation & Maintenance services for E-District 2.0 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)

6.2 Proposed Solution

6.2.1. Technologies Proposed – Bill of Material (Software)

The bidder needs to provide detailed bill of material covering all the software components to be used in the project.

S. No.	Solution Area <i>(Below list is indicative)</i>	Proposed solution (Provide the product name or fill customer built in case of new development)	Unit of measurement (Licensing Unit ex, processor, core, server, user, enterprise level, site level)	Open Source/ Proprietary	Number of licenses (Development Environment) Please indicate N/A where not applicable, please indicate N/L where there is no license requirement	Number of License (UAT) Indicate N/A where not applicable please indicate N/L where there is not license requirement	Number of licenses (Training) Please indicate N/A where not applicable indicate N/L where there is no license requirement	Number of license (Data Center - Production) please indicate N/A where not applicable please indicate N/L where there is no license requirement	Number of Licenses (DRC Site) Please indicate N/A where not applicable please indicate N/L where there is no license requirement
1.	Technology Stack								
2.	Business Process								
3.	Webserver								
4.	Application server								
5.	Database								
6.	Content Manager								
7.	Operating System								
8.	e-Forms								
9.	Others								

S. No.	Solution Area <i>(Below list is indicative)</i>	Proposed solution (Provide the product name or fill in case of new development)	Unit of measurement (Licensing Unit ex, processor, core, server, user, enterprise level, site level)	Open Source/ Proprietary	Number of licenses (Development Environment) Please indicate N/A where not applicable, please indicate N/L where there is no license requirement	Number of License (UAT) Indicate N/A where not applicable please indicate N/L where there is not license requirement	Number of licenses (Training) Please indicate N/A where not applicable indicate N/L where there is no license requirement	Number of license (Data Center - Production) please indicate N/A where not applicable please indicate N/L where there is no license requirement	Number of Licenses (DRC Site) Please indicate N/A where not applicable please indicate N/L where there is no license requirement
10.	Reporting Engine								
11.	Helpdesk								
12.	Document Management								
13.	MIS and Business								
14.	Monitoring of application,								
15.	Project Monitoring								
16.	Messaging Server								
17.	Plugins								
18.	CRM								

*Including no. of licenses

Cloud Infrastructure required for Chhattisgarh e-District 2.0

	1	2	3
Server Role			
Component			
Make			
Model			
Physical / Virtual			
Number of Processors			
Physical Cores per Processor/			
Virtual core (If any)			
Expected Processor Avg. Utilization			
Expected Processor Peak utilization			
RAM			
Expected RAM Utilization			
Expected RAM Peak Utilization			
Local HDD Capacity			
SAN Connected (Yes/No)			
Which SAN?			
SAN Storage Used (GB) Required			
IOPS provided by the mapped volume			
RAID Level			
OS (Name, Version / Edition, X-bit)			
If Virtualised , Virtualization			
No of Guest-VM			
Name Application			
Database (Name, Version / Edition, X-bit)			
Database Size out of the SAN Storage Used (GB)			
OS Clustering (if yes, with which server)			

DB Clustering (if yes, with which server)			
Backup Size (GB)			
Firewall Tier			
RPO			
RTO			
Concurrent Users			
Usage (High / Medium / Low)			
Remarks/Details			

Note: Add Row/Column if required

Additional Hardware/Software

#	Item	OEM	Make/Version	No. of units
1	Tools to monitor the Application Uptime and Server Uptime and Response Time			

6.2.2 Solution Design and Approach

<Provide details of the entire solution, along with the key differentiators covering all requirements as laid out in Volume I of the RFP>

Include specifically (not limited to)–

1. Functional architecture – diagram and detailed description
2. Technical Architecture – diagram and detailed description
3. Network Architecture – diagram and detailed description
4. Deployment Architecture – diagram and detailed description
5. Security Architecture – diagram and detailed description

Bidder must cover all aspects of the solution showcasing the suitability of the solution to meet all the requirements listed out in the tender. The document must be submitted in PDF.

In addition, bidder must fill and submit the table below (*indicative list*) in order to showcase compliance to all requirements mentioned in Volume I of the RFP.

S.no.	Functional Requirements	Proposed Tool/ Solution	Specify Name of the component to be used along with version (OSS)	Details of functionalities to be furnished in technical proposal (Page no.)
1.	Technology Stack (Deployment)			
2.	Business Process Module (Engine)			
3.	Webserver			
4.	Application server			
5.	Database			
6.	Content Manager			
7.	Operating System			
8.	e-Forms			
9.	Others			
10.	Reporting Engine			

S.no.	Functional Requirements	Proposed Tool/ Solution	Specify Name of the component to be used along with version (OSS)	Details of functionalities to be furnished in technical proposal (Page no.)
11.	Helpdesk			
12.	Document Management System			
13.	MIS and Business analytics			
14.	Monitoring of application, network, storage, Hardware health and performance SLAs (Enterprise Monitoring Solution)			
15.	Project Monitoring			
16.	Messaging Server			
17.	Plugins			
18.	CRM			

6.2.3 Approach and Methodology

Bidder must submit the detailed document covering entire approach and methodology for running the project for the entire duration including but not limited to Governance, Program Management, Software Development Methodology, Operation and Maintenance Methodology, SLA Monitoring Approach, Digitization, Business Support and Grievance Redressal Approach etc.

Further, bidders are to demonstrate their understanding of the objectives of the assignment and mapping of the requirements to work plan, resource allocation, completeness and responsiveness (in terms of exhaustively catering to requirements indicated in the Scope of Work).

The bidder is required to submit integrated project plan up to Go-Live and an operations plan for O&M phase of the project.

No	Activity	Calendar Months				
		1	2	3	4	..n
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Indicate all main activities of the assignment, including delivery of reports (e.g.: inception, interim, and final reports), and other benchmarks such as Purchaser approvals. For phased assignments indicate activities, delivery of reports, and benchmarks separately for each phase.

6.3.1 Resource Deployment Plan

The bidder is required to submit separate resource deployment plans for before and after “Go-Live” i.e. resource deployment plan during implementation phase and resource deployment plan during “Operations and maintenance phase”.

Bidder may add the resource details to the project plan itself and submit along with the project plan both for Implementation and Operations phase.

Bidder must provide details of the total number of resources to be deployed in the format below

#	Name & Qualification of Resource	Position Assigned	Area of Expertise	Total Experience	Certifications	Deployment Phase (Implementation /O&M)	Remarks
1							
2							
3							
4							
5							

Bidder may add additional rows as per requirement.

6.3.2 Resource Deployment of District Technical Manager

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

-

SI shall deploy Manpower for technical support is all districts. The deployed resource shall report to DeGS and work closely with District project manager. SI shall provide summary of proposed e-District technical manager in below mentioned template:

#	Name of Resource	District for which proposed	Qualification (Highest)	No. of Years of Experience	No. of Years with responding firm	Certification	Knowledge of Local Language
1							
2							
3							
-							
-							
28							

6.4 Curriculum Vitae (CV) of Team Members

Summary of key resources proposed.

Position in the project	Name	Organization Name	Total Experience	Qualification	Years with bidder

For each proposed key resource detailed CV to be provided in the below format.

(To be provided as part of online Envelope-B: Technical Proposal)

1.	Proposed Position				
2.	Name of Staff:				
3.	Name of Firm:				
4.	Date of Birth:				
	Nationality:				
5.	Education:				
	Name of Institution	Degree obtained	Date of obtainment		
6.	Membership of Professional Associations:				
7.	Other Training and Certifications	•			
8.	Countries of Work Experience:				
9.	Languages:	Language	Speaking	Reading	Writing

10	Employment Record:			
	From [Year] – To [Year]:			
	Employer:			
	Positions held:			
	From [Year] – To [Year]:			
	Employer:			
	Positions held:			
	From [Year] – To [Year]:			
	Employer:			
	Positions held:			
	From [Year] – To [Year]:			
	Employer:			
	Positions held:			
	From [Year] – To [Year]:			
	Employer:			
Positions held:				
11	Work Undertaken that Best Illustrates Capability to Handle the Tasks Assigned			
	Assignment-1			
	Name of assignment or project:			
	Year			
	Location			
	Client			
	Main Project Features			
Position Held				

Activities Performed	•
-----------------------------	---

Assignment-2

Name of assignment or project:	
Year	
Location	
Client	
Main Project Features	
Position Held	
Activities Performed	•

Expert's contact information: (e-mail:; phone:)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any willful mis-statement described herein may lead to my disqualification or dismissal, if engaged

Name of Key Personnel:

Signature of Key Personnel:

7. Annexure IV: Formats for Submission of the Commercial Bid

7.1 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 (SI) to Design, Develop, Implement, Operate and Maintain CG e-District 2.0 solution

Dear Sir,

We, the undersigned, offer to provide services for Design, Development, Implementation, Operation & Maintenance services for E-District 2.0 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 except GST.

1. 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 except GST
- We understand that the actual payment would be made as per the existing GST rates during the time of payment.

2. UNIT RATES

- We have indicated in the relevant forms the unit rates

3. BID PRICING

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

4. 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.

5. 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.

6. 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 VII of Section II 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)

7.2 Commercial Bid Format

S.No.	Description	Schedule	Total Amount (inclusive of all taxes, except GST)	GST	Total amount (inclusive of all taxes & GST)
1	Software & Licenses on cloud production site	A			
2	AMC cum Warranty for Software and Licenses at cloud production site	A			
3	Takeover and maintenance of the existing application (including all Hardware, Software and licenses)	B1			
	Application design, development/ configuration, testing, maintenance, training and change management	B2			
4	Technical Cost	C			
5	District Technical Manpower	D			
Total bid value (in figures)					
Total bid value (in words)					

Total Bid Value = A+B1+B2+C+D Value will be considered for commercial valuation.

The Following schedules should be attached/uploaded in the price bid attachment Section C, duly signed and stamped by authorized signatory.

7.2.1 Schedule A – Software Licenses, AMC and STQC Cost

Schedule & S.No.	Item Description	Quantity	Unit	Unit price (inclusive of all taxes excluding GST)	Total Amount (inclusive of all taxes excluding GST)	Total amount (inclusive of all taxes excluding GST)
A	Software & Licenses on cloud production site (DC Site)					
Sub Total Cost of Software & Licenses at cloud production site (A)						
B	Software & Licenses on Cloud DR Site					
Sub Total Cost of Software & Licenses at Cloud DR site (B)						
C	AMC cum Warranty for Software & Licenses at cloud production site					
1	AMC cum Warranty for A-n for Year 1					
2	AMC cum Warranty for any item (Software & Licenses) as deemed by bidder to be put year wise					
Sub Total Cost of AMC cum Warranty for Software & Licenses at cloud production site €						
D	AMC cum Warranty for Software & Licenses at cloud DR site					

1	AMC cum Warranty for A-n for Year 1					
2	AMC cum Warranty for any item (Software & Licenses) as deemed by bidder to be put year wise					
Sub Total Cost of AMC cum Warranty for Software & Licenses at cloud DR site (D)						
E	Quality Certification of e-District 2.0 from STQC (Payable to STQC)	1	Lump Sum			
Sub Total Cost of Quality Certification						

7.2.2 Schedule B – Application Development Cost

S.No.	Description	Unit	Qty.	Unit Rate (INR)	Applicable Taxes (GST)	Total price in INR (inclusive of taxes)
B1	Takeover and maintenance of the existing application (including all Hardware, Software and licenses)	Lump Sum				
B2	Application design, development, testing, maintenance, training and change management	Lump Sum				
Total (B)						
Total Cost (B in figures)						
Total Cost (B in words)						

7.2.3 Schedule C – Technical Manpower Cost

S.No.	Profile	Qty	No. of man months	Rate per Man month in INR	Applicable Taxes	Total price in INR (inclusive of taxes)
1.	Project Manager (Functional)	1	27			
2.	Solution Architect	1	6			
3.	Database Administrator	1	6			
4.	Network Administrator	1	27			
5.	Sr. Programmer/ Developer	2	54			
6.	Programmer/ Developer	2	54			
7.	Database Developer	1	27			
8.	System Administrator	1	27			
9.	Mobile App Developer	1	27			
10.	UI Designer	1	27			
11.	Technical Helpdesk	2	54			
Total (C)						
Total Cost (C in figures)						
Total Cost (C in words)						

Note: The Technical Manpower mentioned above are to be deployed over the CHiPS project Premises on site. While SI is free to involve as many required resources for smooth transition and migration to its proposed new system/ solution over cloud in the prescribed timelines according to the milestones mentioned in Vol-I

Moreover CHiPS may augment the required Technical Helpdesk resources and when required and SI has to deploy them within 15 days of the raised request from CHiPS

7.2.4 Schedule D– District Technical Manpower Cost

S.No.	Profile	Qty	No. of man months	Rate per Man month in INR	Applicable Taxes	Total price in INR (inclusive of taxes)
1	District Technical Manpower	28	756			
Total (D)						
Total Cost (D in figures)						
Total Cost (D in words)						

Note: CHiPS wants the bidder to provide the cost of additional person rate inclusive of travel, boarding and lodging costs. The cost required is for blended rates applicable for undertaking any change request related work to be undertaken by SI. The utilization of such resources during the project is the sole discretion of CHiPS. Such costs are taken shall be the financial benchmark for Change Request (in terms of man month rates).

Please note the following:

1. All quoted prices should be inclusive of all taxes and duties (as per prescribed format) prevailing on the date of proposal submission.
2. Since the price proposal is in INR, CHiPS shall not consider any upward variation/ fluctuation on account of any foreign exchange at any time during the currency of the contract.
3. Prices are valid for a period of 180 Days from date of submission of Bid.
4. Other than what is given above, the bidder is expected to account for any other deliverable to make the implementation successful and will be considered for commercial evaluation.
5. Warranty on Software will be 3 (Three) years from the date of UAT. Warranty will become effective from the date of UAT for complete solution only from the software perspective.
6. CHiPS reserve the right to increase or decrease the no. of resources / other items quantity at the time of Agreement or during the project.
7. Any variation in Bill of Material – BoM (Section 6.2.1 of Annexure III of this Volume) and Commercial Bid will be treated as follows:
 - 7.1 For mismatch in quantity of the same product, the SI shall supply the higher of the two quantities.
 - 7.2 For mismatch in product make and model, the SI shall supply the make and model as selected by CHiPS, at no additional cost to CHiPS.
 - 7.3 For any product which is mentioned in either BoM or Commercial Bid but not in the other, the SI shall supply that product at no additional cost to CHiPS.

Signature of Bidder with Seal

8. Annexure V: Format for Power of Attorney

8.1 Format for Power of Attorney executed in favor of the Authorized signatory

It is clarified that the Bidder may submit the Power of Attorney in their own format clearly stating that the person is authorized to sign on behalf of the bidder. It is also clarified that the "Letter of Authorization" is to be read as "Power of Attorney".

[To be executed on stamp paper of appropriate value]

Power of Attorney

Know all men by these presents, We, [Insert full legal name of the bidding entity], having registered office at [Insert registered office address] (hereinafter referred to as the "Principal") do hereby constitute, nominate, appoint and authorize [Insert full name of authorized signatory] son of [Insert father's name] presently residing at [Insert address of authorized signatory] who is presently employed with us and holding the position of [Insert position / designation of the authorized signatory] as our true and lawful attorney (hereinafter referred to as the "Authorized Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to the submission of our proposal in response to the RFP bearing number for '<RFP Name>' dated , including but not limited to signing and submission of all applications, proposals and other documents and writings, participating in pre-Bid and other conferences and providing information/ responses to the Chhattisgarh Infotech Promotion Society (hereinafter referred to as the "CHiPS"), representing us in all matters before the CHiPS, signing and execution of all contracts and undertakings/declarations consequent to acceptance of our Proposal and generally dealing with the CHiPS in all matters in connection with or relating to or arising out of our Proposal for the said assignment and/or upon award thereof to us till the execution of appropriate Agreement/s with the CHiPS.

AND, we do hereby agree to ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Authorized Attorney pursuant to and in exercise of the powers conferred by this deed of Power of Attorney and that all acts, deeds and things done by our said Authorized Attorney in exercise of the powers hereby conferred shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____ THE ABOVE
NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF
....., 2021

For _____

(Signature, name, designation and address)

[Please put company seal if required]

[Notarize the signatures]

Witnesses:

1.

(Signature, name, designation and address)

2.

(Signature, name, designation and address)

Accepted by:

_____ (Signature, name, designation and address
of the Authorized Attorney) [Notarize the signatures]

9. Annexure VII: 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 'SI') 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 e-Governance System AND WHEREAS in terms of the tender conditions the SI is required to furnish to the CHiPS a Bank Guarantee for a sum of ₹ Rupees..... as Performance Bank Guarantee against the SI's offer aforesaid.

AND WHEREAS we, _____ Bank, _____ branch, have at the request of the SI 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)

11. Annexure VIII: Non-Disclosure Agreement

(To be submitted by the Bidder)

This Non-Disclosure Agreement ("Agreement") is made and entered into ____ day of, 2021 by and between

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

And

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

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

Whereas, CHiPS may disclose to SI 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 SI 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 SI 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, "SI" shall include the directors, officers, employees, agents, consultants, contractors and representatives of SI, including its applicable affiliates, subsidiary companies and permitted assigns and successors.

2. Protection of Confidential Information. With respect to any Confidential Information disclosed to SI or to which SI has access, SI 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 SI or the nature of services to be provided by the SI to the CHiPS.

3. **Onus.** SI 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 SI; or

(b) Which at the time of disclosure to SI was known to SI free of confidentiality restriction as evidenced by documentation in SI'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.** SI acknowledges and agrees that (a) any actual or threatened unauthorized disclosure or use of the Confidential Information by SI would be a breach of this Agreement and may cause immediate and irreparable harm to CHiPS; (b) SI 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. SI acknowledges that in the event of such a breach, CHiPS shall be entitled to specific performance by SI of SI's obligations contained in this Agreement. SI 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. SI 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 SI, 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 SI.

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, 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 understandings 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. SI 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 SI 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 SI 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.

12. Annexure IX: Integrity Pact

This pre-contract agreement (hereinafter called the “Integrity Pact” or “Pact”) is made on <<day>> of <<month, year>>, between, on one hand, the President of India acting through <designation and department> Purchaser (hereinafter called the “BUYER”, which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part

AND

M/s <<bidder’s legal entity >> represented by <<name and designation>> (hereinafter called the “BIDDER/Seller”, which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the BUYER proposes to engage the System Integrator (SI) for implementation and operations management of the Project and the BIDDER is willing to offer/has offered the services and WHEREAS the BIDDER is a private company, constituted in accordance with the relevant law in the matter and the BUYER is a Ministry/Department of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

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 currency of the contract to be entered into with a view to:-

Enabling the BUYER to obtain the desired services at a competitive price in conformity with the defined specification by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the BUYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

1. Commitments of the BUYER

1.1 The BUYER undertakes that no official of the BUYER, connected directly or indirectly with the contract, will demand, take a 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.

1.2 The BUYER will, during the pre-contract stage, treat all the 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 other BIDDERS.

1.3 All the officials of the BUYER will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

1.4 In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the BUYER with full and verifiable facts and the same is 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.

2. Commitments of the BIDDER

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

2.2 The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favor or 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.

2.3 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 or forbearing to show favor or dis-favor to any person in relation to the contract or any other contract with the Government.

2.4 BIDDER shall disclose the payments to be made by them to agents/brokers or any other intermediary, in connection with this bid/contract.

2.5 The BIDDER further confirms and declares to the BUYER that the BIDDER 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.

2.6 The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments 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.

2.7 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.

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

2.9 The BIDDER shall not use improperly, for purposes 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 proposals 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.

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

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

2.12 If the BIDDER who is involved in the bid process or any employee of such BIDDER or any person acting on behalf of such BIDDER, either directly or indirectly, is a relative of any of the officers of the BUYER, or alternatively, if any relative of an officer of BUYER who is involved in the bid process has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

2.13 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.

For the purposes of clauses 2.11 & 2.12, the listed words shall have the ascribed meanings as follows:

i) "Employee of such BIDDER or any person acting on behalf of such BIDDER" means only those persons acting on behalf of such Bidder who are involved in the bid process / Project.

ii) "officers/employee of the BUYER", means only those persons who are involved in the bid process / Project.

iii) "Financial interest/stake in the BIDDER's firm" excludes investment in securities of listed companies".

3. Previous Transgression

3.1 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 the country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

3.2 The BIDDER agrees that if it 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.

4. Earnest Money (EMD)

4.1 The Bidder's EMD of Rs. _____ deposited along with the bid shall remain valid till the submission of performance guarantee by the BIDDER.

4.2 In case of the successful BIDDER, a clause would also be incorporated in the Performance Bank Guarantee 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.

4.3 Within 30 days of the receipt of notification of award from the employer, the successful Bidder shall furnish the performance security equal to 10% of the value of contract from a commercial bank in accordance with the conditions of the Agreement, in the proforma prescribed in Volume – II of the RFP.

4.4 Performance security should remain valid from date of execution of Contract to the expiry of 60 days after the date of completion of all contractual obligations including warranty obligations.

4.5 No interest shall be payable by the BUYER to the BIDDER on Earnest Money/ Performance Security for the period of its currency.

5. Sanctions for Violations

5.1 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) The Earnest Money Deposit (in pre-contract stage) and/or Performance Security (after the contract is signed) shall stand forfeited either fully or partially, as decided by the BUYER and the BUYER shall not be require 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 an Indian BIDDER with interest thereon at 2% higher than the prevailing prime lending rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than

the LIBOR. If any outstanding payment is due to the BIDDER from the BUYER in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

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

(vi) To cancel all or any other Contracts with the BIDDER. 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 deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India 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 middleman or agent or broker with a view to securing the contract.

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

(x) 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.

5.2 The BUYER will be entitled to take all or any of the actions mentioned at para 5.1 (i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of Corruption Act, 1988 or any other statute enacted for prevention of corruption.

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

6. Fall Clause

6.1 The BIDDER undertakes that under similar buying conditions, it 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 Ministry/Department of the Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was so supplied by the BIDDER to any other Ministry/Department of the Government of India 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

7. Independent Monitors

7.1 The CHiPS will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.

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

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

7.4 Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

7.5 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.

7.6 The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the BUYER including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

7.7 The BUYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

7.8 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.

8. Facilitation of investigation

In case of any allegation of violation of any provisions 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 and documents in English and shall extend all possible help for the purpose of such examination.

9. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is Raipur.

10. 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 extant law in force relating to any civil or criminal proceedings.

11. Validity

11.1 The validity of this Integrity Pact shall be from date of its signing and extend up to the complete execution of the contract to the satisfaction of both the BUYER and the BIDDER, including warranty period, whichever is later. Case Bidder is unsuccessful, this Integrity Pact shall expire after six months from the date of signing of the contract.

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

The parties hereby sign this Integrity Pact at _____ on _____

Buyer.....

Bidder.....

CEO Chips

Witness: 1.....

Witness: 2.....

13. Annexure X: Guideline for E-Procurement

Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh:

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

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

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

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

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

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

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

2. Digital Certificates:

The bids submitted online must be signed digitally with a valid Class II / Class – III Digital Signature Certificate to establish the identity of the bidders submitting the bids online. The bidders may obtain pair of Encryption & Signing Class – II / Class – III Digital Certificate issued

by an approved Certifying Authority (CA) authorized by the Controller of Certifying Authorities (CCA), Government of India.

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

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

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

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

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

3. Online Payment:

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

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

4. Setup of User's Computer System:

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

5. Publishing of N.I.T.:

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

6. Tender Time Schedule:

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

7. Download Tender Document(s):

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

8. Submit Online Bids:

Bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

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

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

9. Submission of Earnest Money Deposit:

The bidders shall submit their Earnest Money Deposit Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.

10. Opening of Tenders:

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

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

11. Briefcase:

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

For any further queries / assistance, bidders may contact:

a. The Service Integrator of e-Procurement system, M/s. Mjunction Service Ltd. on Help Desk Toll free No. 1800 258 2502 or email helpdesk.eproc@cgswan.gov.in.

b. Mr. Shailesh Kumar Soni, Sr. Manager, Chhattisgarh Infotech Promotion Society (CHiPS) on Tel. No. 0771 - 4014158 or [email: pro-chips@nic.in](mailto:pro-chips@nic.in).

