



Request for Proposal (Volume-I) For

Selection of Master System Integrator
to
Implement On-Premises Cloud Services
and DR with O&M of CGSDC at Raipur.



(Chhattisgarh Infotech Promotion Society)

State Data Centre Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
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Disclaimer

Chhattisgarh Infotech Promotion Society (CHiPS) is the nodal agency and prime mover for propelling IT growth & implementation of the IT & e-Governance projects in the State of Chhattisgarh. CHiPS has prepared this Request for Proposal (RFP) for the Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur. This RFP is a detailed document that specifies the terms and conditions on which the bidder is expected to work. These terms and conditions are designed keeping in view the overall aims and objectives of the CGSDC. CHiPS has taken due care in the preparation of the information contained herein and believes it to be accurate. However, neither CHiPS nor any of its authorities or agencies nor any of the irrespective officers, employees, agents, or advisors gives any warranty or makes any representations, express, or implied as to the completeness or accuracy of the information contained in this document or any information which may be provided in association with it. This Tender may not be appropriate for all persons, and it is not possible for the CHiPS, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this tender.

This Tender is not an agreement and is neither an offer nor invitation by the CHiPS to the prospective MSIs or any other person. The information provided in this document is to assist the bidder(s) in preparing their proposals. However, this information is not intended to be exhaustive, and interested parties are expected to make their own inquiries to supplement the information in this document. The information is provided on the basis that it is non-binding on CHiPS any of its authorities or agencies, or any of their respective officers, employees, agents, or advisors. Each bidder is advised to consider the RFP as per its understanding and capacity. The bidders are also advised to do appropriate examination, enquiry, and scrutiny of all aspects mentioned in the RFP before bidding. Bidders are encouraged to take the professional help of experts on financial, legal, technical, taxation, and any other matters/sectors appearing in the document or specified work. The bidders should go through the RFP in details and bring to notice of CHiPS any kind of error, misprint, inaccuracy or omission. The CHiPS also accepts no liability of any nature whether resulting from negligence or otherwise however caused arising from reliance of any MSI upon the statements contained in this Tender.

The MSI should bear all its costs associated with or relating to the preparation and submission of its Proposal including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by the CHiPS or any other costs incurred in connection with or relating to its Proposal. All such costs and expenses will remain with the MSI, and the CHiPS should not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a MSI in preparation or submission of the Bid, regardless of the conduct or outcome of the Selection Process.

CHiPS reserves the right not to proceed with the project, to alter the timetable reflected in this document, or to change the process or procedure to be applied. It also reserves the right to decline to discuss the Project further with any party submitting a proposal, nor reimbursement of cost of any type will be paid to persons, entities, or consortiums submitting a Proposal. The CHiPS may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumption contained in this Tender. The issue of this Tender does not imply that the CHiPS is bound to select an MSI or MSIs, as the case may be, for the Data Centre Project and the CHiPS reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

NIT No: 1647/CEO/CHIPS/CGSDC/2022-23

Date: 19-07-2022

INVITATION FOR BIDS: INTERNATIONAL COMPETITIVE BIDDING**Request for Proposal****For****Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur****Bidding Schedule: Important Dates**

Sl. #	Activity	Timeline & Address
1	Online Sale/Download date of Tender documents	From 19/07/2022 (Tuesday) (06:00 PM) (www.chips.gov.in & www.cgstate.gov.in)
2	Last date of receipt of queries on RFP (e-mail to: ceochips@nic.in)	25/07/2022 (Monday) up to 05:00 PM
3	Pre-bid Meeting date	26/07/2022 (Tuesday) (At 12:30 PM, CHiP'S Office, Raipur)
4	Last date for submission of Bids (only online)	26-08-2022 (Friday) up to 05:00 PM.
5	Opening of Bids	29-08-2022 (Monday) at 12:30 PM.
6	Date of opening of Commercial bids	To be informed later to the technically qualified bidder.
7.	Cost of Bidding Document (TENDER FEE)	The tender document cost Rs. 25,000/- is to be submitted online through CG eProcurement Portal (https://eproc.cgstate.gov.in).
8.	Earnest Money Deposit	Rs. 1,00,00,000/- (Refundable) Can be submitted either through the online e-Procurement Portal (https://eproc.cgstate.gov.in) or in the form of BG.

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1. INSTRUCTIONS FOR ONLINE BID SUBMISSION

1. The RFP document containing the project profile, invitation for qualification, and criteria for evaluation may be obtained from the website: <https://eproc.cgstate.gov.in>
2. For support related to the e-tendering process, bidders may contact at following address “e-Procurement HELP DESK, First Floor, Plot No.- M/22, Road No.-25, Sri Krishna Nagar, Bank of India Compound, Raipur-800001, Contact No: 0612-2523006; 7542028164”. The vendor may visit <https://eproc.cgstate.gov.in>
3. Detailed NIT can be seen on the website <https://eproc.cgstate.gov.in>
4. CHiPS will not be responsible, in case of any delay, due to any reason whatsoever, in receipt of Bid Documents by the Bidders.
5. The Owner reserves the right to reject any or all Bids or cancel/withdraw the Invitation for Bids without assigning any reason whatsoever and in such case, no bidder/intending bidder shall have any claim arising out of such action.
6. The bidder must have the Class II/III Digital Signature Certificate (DSC) and e-Tendering User-id of the e-Procurement website before participating in the e-tendering process. The bidder may use their DSC if they already have the DSC. They can also take DSC from any of the authorized agencies. For user-id, they have to get registered themselves on the e-procurement website <https://eproc.cgstate.gov.in> and submit their bids online on the same. Offline bids shall not be entertained by the Tender Inviting Authority for the tenders published in the e-procurement platform.
7. CHiPS, Raipur intends to undertake a competitive bidding process to shortlist and qualify suitable Bidders, who shall be eligible for evaluation of their price bids towards the selection of the successful bidder in terms of the RFP for the award of the project.
8. The detail of the bidding process and summary of the scope of work for the project is included in the RFP document.
9. Any clarifications may be sought online through the tender site, through the contact details, or during the pre-bid meeting if any. Bidder should consider the corrigendum if any published before submitting the bids online as part of this RFP document.
10. In the unlikely event of the server for <https://eproc.cgstate.gov.in> being down for more than two consecutive hours (in the period from midnight to closing time for receipt of tenders) on the last date of receiving of bid, the last date of the same shall be extended by concerned authority only to the next working day till the last receiving time stipulated in the original NIT.
11. The bidders are requested to check the file size of uploaded documents at the time of submission & they should ensure that the work file is uploaded. If they feel that the complete file is not uploaded, then they should click on cancel & update the same before submission. The bidders should satisfy themselves with the download ability/ visibility of the scanned & uploaded file by them.
12. File size should be less than 5MB and should be in M.S. word, M.S. Excel, PDF, and JPEG Formats.
13. No claim shall be entertained on account of disruption of internet service being used by bidders. Bidders are advised to upload their bids well in advance to avoid last hour’s technical snags.

14. In exceptional circumstances, the competent authority, CHiPS may solicit the Bidder's consent to an extension of the period of validity.
15. Bids that are rejected during the bid opening process shall not be considered for further evaluation, irrespective of the circumstances.
16. The bidders shall submit their eligibility and qualification details, technical bid, financial bid, etc., in the online standard formats given for respective tenders on the e-Procurement website (<https://eproc.cgstate.gov.in>) at the respective stage only. The bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / technical bids and other certificate / documents on the e-Procurement website. The bidder shall sign on the supporting statements, documents, certificates, uploaded by him, owning responsibility for their correctness /authenticity.
17. Corrigendum/ Addendum, if any, shall be published on the website itself.
18. Tender Fee/ EMD, pre-qualification bid, technical Bid and the financial bid should be submitted only online within the bid submission due date and time as indicated in the tender. The bid submitted in hard copy shall be treated as non-responsive and eligible for rejection.
19. The bidder shall have to select the payment option as online to pay the Tender FEE/ EMD as applicable and enter details of the instruments.
20. The details of the DD/any other accepted instrument, should tally with the details available in the data entered during bid submission time, otherwise the submitted bid shall not be acceptable or liable for rejection.
21. A bid processing fee (Non-Refundable) to be paid only through e-Payment modes i.e., Internet Payment Gateway (Master or Visa Card) /Internet Banking/NEFT or RTGS towards charges for online processing charges of e-procurement website.
22. For any queries regarding Tendering process, the bidders may contact at the address provided in the tender document.

1.1. Fact Sheet

1	Tender No.	1647/CEO/CHIPS/CGSDC/2022-23
2	Name of the Work	Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur
3	Name of the issuer of this tender	CEO, ChiPS
4	Date of issue of tender document	19-07-2022 (Tuesday)
5	Pre-Bid Meeting	Pre-Bid Meeting on 26-07-2022 (Tuesday) at 12: 30 PM at CHiPS office Raipur
6	Publishing of pre-bid queries Response	29-07-2022 (Friday)
7	Last Date for Submission of Bids	26-08-2022 (Friday) up to 05:00 PM.
8	Date of Opening of Pre-qualification Bids	29-08-2022 (Monday) at 12:30 PM.
9	Date of Commercial Bid opening	Will be informed later
10	Place of Opening of Bids	The CEO, CHiPS, State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001.
12	Address of Communication	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh- 492001
13	Cost of Tender Document	Rs 25,000/- (Rs. Twenty five thousand only) through Demand draft from any Nationalized Bank in favor of “CEO, CHiPS“payable at Raipur
14	Earnest Money Deposit (EMD)	Rs. 1,00,00,000/- (Rs One crores only). Can be submitted either through the online e-Procurement Portal (https://eproc.cgstate.gov.in) or in the form of BG.
15	Purchase of Tender Document	RFP can be purchased online by paying the document Fee of Rs. 25,000/- online through CG e-Procurement Portal (https://eproc.cgstate.gov.in) or Downloaded from www.chips.gov.in
16	Validity of Proposal	Proposals must remain valid 180 days after the submission date.
17	Method of Selection	The method of selection is QCBS. The weightage given to the Technical and Financial scores will be 70% and 30% respectively. The Contract will be awarded to the bidder scoring maximum marks in technical and financial evaluations as per the qualifying criterion QCBS evaluation formula: For Quality and Cost based Evaluation (QCBS), the following formula will be used for the evaluation of the bids. The scores will be calculated as:

		$B_n = 0.7 \cdot T_n + (0.3) \cdot (C_{min} / C_b \cdot 100)$ <p>Where, B_n = overall score of bidders under consideration (calculated up to two decimal points). T_n = Technical score for the bidder under consideration. C_b = Actual price quoted by the bidder. C_{min} = Lowest price among the financial proposals under consideration.</p>
18	Currency	The currency in which the Bidders may quote the price and will receive payment is INR only.
19	Bid Submission	Online through e-procurement portal https://eproc.cgstate.gov.in

Note:

1. The date of the opening of the commercial bids will be intimated to the qualified bidders before the due date through Email or Telephone.
2. CHiPS reserve the right to change any schedule of the bidding process. Please visit the CHiPS website mentioned in the document regularly for the same.
3. Proposals must be received no later than the time, and date mentioned in the Fact Sheet. Proposals that are received after the deadline WILL NOT be considered in this procurement process.

2. INTRODUCTION

2.1. About Chhattisgarh

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

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

Its' large power surplus is attracting power-intensive industries, and the State is poised to become the power-hub of the nation. Its central location helps easy power transmission to any part of the country. 12% of India's forests are in Chhattisgarh, and 44% of the State's land area is under forests. Identified as one of the richest biodiversity habitats, the Green State of Chhattisgarh has the densest forests in India, rich wildlife, and above all, over 200 non-timber forest produces, with tremendous potential for value addition.

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

2.2. About CHiPS

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

CHiPS is involved as State Designated Agency (SDA) in NeGP MMP's implementation of some mega IT Projects like CHOICE, Digital Secretariat, GyanVinimay (e-classroom), e-Procurement, SWAN, SSDG, e-District, Bhuiyan, SLCM, Wi-Fi enablement in Government offices, CM Dashboard and advisory services to CM Secretariat and GIS, CSC'S. A professional approach is being adopted for the implementation of IT Projects using the services of e-governance experts and consultants from corporate and academia.

2.3. Introduction to Project

Chhattisgarh infotech Promotion Society (CHiPS), the nodal agency of Department of Information Technology and Biotechnology, Government of Chhattisgarh in the state of Chhattisgarh invites technical and financial proposals from reputed Bidders of national and international repute for Master System Integration, to Provide “Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur” as detailed in the Scope of Work in this RFP. The successful bidder will be selected to provide services under this RFP for 5 years period as per the scope mentioned in this RFP document and may be extended for another 2 years.

2.4. Structure of the RFP

This RFP intends to invite bids from eligible Bidders for the implementation of on-premises cloud services and DR with O&M for CHiPS. The Request for Proposal (RFP) consists of three volumes as follows:

- RFP Volume 1: Instruction to Bidders
Volume 1 details the instructions concerning the bid process management, technical evaluation framework, and the technical & financial forms along with the bid submission guidelines.
- RFP Volume 2: Scope of work including Functional & Technical Specifications
Volume 2 of the RFP provides information regarding the Project Implementation Plan, business requirements/applications to be covered, the corresponding process-related documentation, the scope of work for the selected bidder, and functional requirements.
- RFP Volume 3: Master Service Level Agreement
Volume 3 of the RFP provides information regarding Master Service Level Agreement.

2.5. Definition/Acronyms

SL#	Term/Acronyms	Description
1.	AAA	Authentication, authorization, and accounting
2.	ABD	Area Base Development
3.	AP	Access Point
4.	Bid	Offer by the Bidder to fulfill the requirement of the authority for an agreed price. It shall be a comprehensive technical and commercial response to the RFP
5.	BOM	Bill of Material
6.	DBA	Database Administrator
7.	DC	Data Center
8.	Deliverables	Products, infrastructure, and services agreed to be delivered by the Bidder in pursuance of the agreement as defined more elaborately in the RFP, Implementation, and the Maintenance phases and includes all documents related to the user manual, technical manual, design, process, and operating manuals, service mechanisms, policies, and guidelines (such as security-related, data migration-related), inter alia payment and/or process-related, etc., source code and all its modifications.
9.	DNS	Domain Name Server
10.	DR	Disaster Recovery

SL#	Term/Acronyms	Description
11.	Effective Date	The date on which the Contract Agreement for this RFP comes into effect
12.	EMD	Earnest Money Deposit
13.	EMS	Enterprise Management System
14.	e-Procurement Portal	means the electronic tendering system of the Authority
15.	FB Camera	Fixed Boxed Camera
16.	FPS	Frames Per Second
17.	GoC	Government of Chhattisgarh
18.	HO	Head Office
19.	ICT	Information and Communication Technology
20.	IP	Internet Protocol
21.	IPS	Intrusion Prevention System
22.	LAN	Local Area Network
23.	LOI/LOA	Letter of Intent/Letter of Award
24.	MoU	Memorandum of Understanding
25.	NIT	Notice Inviting Tender
26.	NOC	Network Operations Center A Network Operations Center (NOC) is defined as the place from which the networks are supervised, monitored, and maintained. It typically has a network operations center, a room containing visualizations of the network or networks that are being monitored, workstations at which the detailed status of the network can be seen, and the necessary software to manage the networks.
27.	Node	L3 aggregation points consisting of L3 switches
28.	Non-Compliance	means failure/refusal to comply with the terms and conditions of the tender
29.	Non-Responsive	means failure to furnish complete information in a given format and manner required as per the tender documents or non-submission of the tender offer in given forms / pro forma or not following procedure mentioned in this tender or any of required details or documents is missing or not clear or not submitted in the prescribed format or non- submission of tender fee and EMD.
30.	O&M	Operations & Maintenance
31.	OEM	Original Equipment Manufacturer
32.	OFC	Optical Fiber Cable
33.	OS	Operating Systems
34.	PDU's	Power Distribution Units
35.	Required Consents	The consents, waivers, clearances, and licenses to use Authority Intellectual Property Rights, rights, and other authorizations as may be required to be obtained for the software and other items that either GoC or their nominated agencies are required to make available to Bidder under this Agreement;
36.	RFP	Request for Proposal
37.	Service Level	The level of service and other performance criteria which will apply to the services delivered by the Bidder;
38.	MSI	Master System Integrator
39.	SLA	Service Level Agreement
40.	SNMP	Simple Network Management Protocol
41.	SMPS	Switched Mode Power Supply
42.	SOP	Standard Operating Procedure

SL#	Term/Acronyms	Description
43.	Successful Bidder	The bidder who is qualified & successful in the bidding process and is awarded the work
44.	UPS	Uninterruptible Power Supply
45.	VLAN	Virtual Local Area Network
46.	WAN	Wide Area Network
47.	Server Room	Sever room and data Centre shall mean the same.
48.	CDCP	Certified Data Centre Professional
49.	CCIE	Cisco Certified Internetwork Expert
50.	CISA	Certified Information Systems Auditor
51.	CISSP	Certified Information Systems Security Professional

3. INSTRUCTION TO BIDDERS

3.1. General

- While every effort has been made to provide comprehensive and accurate background information, requirements, and envisaged solution(s) specifications, Bidders must form their own conclusions about the solution(s) needed to meet the CHiPS' requirements. Bidders and recipients of this RFP may wish to consult their legal advisers about this RFP.
- All information supplied by Bidders as part of their bids in response to this RFP may be treated as contractually binding on the Bidders, on the successful award of the assignment by the CHiPS based on this RFP.
- 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. Any notification of preferred bidder status by CHiPS shall not give rise to any enforceable rights by the Bidder. CHiPS may cancel this public procurement at any time before a formal written contract is executed by or on behalf of CHiPS.
- Online bids shall be received by the CHiPS before the time and date specified in the schedule of the tender notice. In the event of the specified date for the submission of tender offers being declared a public holiday by the Government of Chhattisgarh, the offers will be received up to the appointed time on the next working day. The CHiPS may, at its discretion, extend this deadline for submission of bids by issuing a corrigendum. Online bid submission is mandatory.
- Telex, cable, or facsimile bids will be rejected.

3.2. Eligible Bidder

The Bidder shall be a System Integrator (SI). A master systems integrator is a company that specializes in bringing together component subsystems into a whole and ensuring that those subsystems function together.

3.2.1. Sole Bidder

The Sole Bidder must be a System Integrator company that has the capabilities to deliver the entire scope as mentioned in the RFP.

3.2.2. Consortium of Firms

Consortium of firms shall not be allowed to participate into this RFP.

3.3. Compliant Bids/Completeness of Response

- 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 the RFP document with the full understanding of its implications.
- Failure to comply with the requirements of this paragraph may render the bid non-compliant and the Bid may be rejected. Bidders must:
 - I. Include all documentation specified in this RFP, in the bid.
 - II. Follow the format of this RFP while developing the bid and respond to each element in the order as set out in this RFP.

III. Comply with all requirements as set out within this RFP.

3.4. Bidder to Inform

The Bidder shall be deemed to have carefully examined the Terms & Conditions, Scope, Service Levels, Specifications, and Schedules of this RFP. If bidder has any doubts/clarifications as to the meaning of any portion of the Conditions or the specifications he shall, before the last date for Submission of Pre-Bid Queries, set forth the particulars thereof and submit them to CHiPS in writing so that such doubt may be removed, or clarifications are provided.

3.5. Bid Preparation Cost

The Bidder shall bear all costs associated with the preparation and submission of its bid, for clarification of the bid.

3.6. Pre-Bid Meeting & Clarification

3.6.1. Bidders Queries

Any clarification regarding the RFP document and any other item related to this project can be submitted to CHiPS as per the online submission mode and timelines mentioned in the Bidding Schedule by the prospective Bidders only (who had purchased the RFP document). The pre-bid queries should be submitted in MS excel sheet format, along with the name and details of the organization submitting the queries.

CHiPS shall not be responsible for ensuring that the bidders' queries have been received by them. Any requests for clarifications post the indicated date and time shall not be entertained by CHiPS. Bidders must submit their queries as per the format mentioned in Annexure-I

A maximum of 2 members per prospective Bidder, who had purchased the RFP document, will be allowed to participate in the Pre-bid conference and a letter from the Authorized Signatory from the intended MSI will specify the names of the participants. No other person will be allowed to participate or for seeking any clarifications.

3.6.2. Responses to Pre-Bid Queries and Issue of Corrigendum

CHiPS will organize a pre-bid conference in online mode and will respond to any request for clarification or modification of the bidding documents. CHiPS shall formally respond to the pre-bid queries after the pre-bid conference. No further clarifications shall be entertained after the date and time of submission of queries.

CHiPS shall endeavor to provide timely responses to all queries. However, CHiPS make no representation or warranty as to the completeness or accuracy of any response made in good faith. CHiPS do not undertake to answer all the queries that have been posted by the bidders.

Any modifications of the RFP Documents, which may become necessary as a result of the Pre-Bid Conference, shall be made by CHiPS exclusively through a corrigendum. Any such corrigendum shall be deemed to be incorporated into this RFP. However, in case of any such amendment, the bid submission date may be extended at the sole discretion of CHiPS.

Any corrigendum/notification issued by CHiPS, after the issue of RFP, shall only be available/hosted on the website URL mentioned in the fact sheet. Any such corrigendum shall be deemed to be incorporated into this RFP.

3.7. RFP Document Fee

RFP document can be purchased at the address & dates provided in the Fact sheet by submitting INR Rs. 25,000/- (Twenty-five thousand only) online through the e-procurement portal. The bidder may also download the RFP documents from the website www.chips.gov.in, www.cgstate.gov.in, and <https://eproc.cgstate.gov.in>. Proposals received without or with inadequate RFP Document fees shall be rejected.

3.8. Earnest Money Deposit (EMD)

Bidders shall submit, along with their Bids, EMD of INR Rs. 1,00,00,000/- (One crore) only, can be submitted either through the online e-Procurement Portal (<https://eproc.cgstate.gov.in>) or in the form of BG.

EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful. The EMD, for the amount mentioned above, of the successful bidder would be returned upon submission of Performance Bank Guarantee as per the format provided in section 6.1.2.

EMD amount is interest-free and will be refundable to the unsuccessful bidders without any accrued interest on it. The bid/proposal submitted without EMD, mentioned above, will be summarily rejected.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
- In the case of a successful bidder, if the bidder fails to sign the contract by this RFP.
- If the Bidder tries to influence the evaluation process or engages in corrupt, fraudulent, coercive, or undesirable practice or restrictive practice.
- If a Bidder is declared the first ranking Bidder and it
 - I. Withdraws its Proposal during negotiations. However, failure to arrive at a consensus between the Client and the first ranked Bidder shall not be construed as withdrawal of proposal by the first ranked Bidder.
 - II. Fails to furnish the Performance Security.
 - III. Fails to sign and return, an acknowledgment, the duplicate copy of the letter of award.
 - IV. Fails to fulfill any other condition precedent to the execution of the contract, as specified in the letter of award; or
 - V. Fails to execute the Contract.

3.9. Bid Validity Period

The bid shall remain valid for the period mentioned in the Fact Sheet.

The bidder shall be required to extend the bid validity period if requested by the CHiPS to do so. Accordingly, the bid security shall also be extended by the bidder for such a period.

The request and the responses to the request shall be made in writing. A Bidder may refuse the request without risking forfeiting the EMD, but in this case, the bid will be out of the competition for the award. Bidder agreeing to the request will not be required or permitted to modify its bid but will be required to ensure that the bid remains secured for a correspondingly longer period.

3.10. Contents of Bid

The four sets of documents (each Zipped separately) are required to be submitted for evaluation. The sets will comprise of:

Document Set	Name of Document/Zip File	Content	Mode of Submission
One	RFP Document fee & EMD	Scan Copy of RFP Document Fee receipt and Bid Security/Earnest Money Deposit (EMD) receipt	Online Only
Two	Pre-Qualification Bid	Pre-Qualification bid as per Section 4.5 along with the required supporting documents No Deviation Certificate as per Section 3.16 Total Responsibility declaration as per Section 3.17	Online Only
Three	Technical Bid	Technical bid Detailed compliance with OEM make & model	Online Only
Four	Financial Bid	Financial Bid	Online only

- I. Please note that Prices should NOT be indicated in the Technical Bid but should only be indicated in the Financial Bid.
- II. All the pages of the bid must be sequentially numbered. The bid documents must contain at the beginning of the document, a list of contents with page numbers and hyperlinks to content. Any deficiency in the documentation may result in the rejection of the Bid.
- III. All pages of the bid shall be initiated and stamped by the authorized signatory who sign the bid.
- IV. Failure to submit the bid before the submission deadline specified in the Bidding Schedule Sheet would cause a bid to be rejected.
- V. CHiPS shall not accept delivery of bids by hand, fax, or e-mail etc. Online submission is mandatory.

3.11. Bid Formats

3.11.1. Pre-Qualification Bid Format

Section #	Section Heading	Details
1	Pre-qualification checklist	As per the format provided in section 6.2.1
2	Pre-Qualification Bid Covering Letter	As per the format provided in section 6.2.2
3	About Bidder	As per the format provided in section 6.2.3 of this Document
4	Legal	<ol style="list-style-type: none"> 1. Copy of Certification of Incorporation/Registration Certificate 2. PAN Card 3. GST Registration
5	Annual Turnover	Details of annual turnover with documentary evidence.
6	Net worth	Details of net worth with documentary evidence.
7	Certification	Relevant ISO certification
8	Self-certificate for non-blacklisting clause	As per the format provided in section 6.2.4
9	Power of Attorney	Documentary evidence as per the format provided in Annexure VII
10	Project Experience	Citation details of projects as per the format in Section 6.3.3 & 6.3.4 as applicable
11	No Deviation Certificate	As per the format provided in section 6.2.5
12	Total responsibility certificate	As per format in 6.2.6

3.11.2. Technical Bid Format

Section #	Section Heading	Details
1.	Technical Bid Checklist	As per the format provided in section 6.3.1
2.	Technical Bid Covering Letter	As per the format provided in Section 6.3.2
3.	About Bidder	<ul style="list-style-type: none"> • Details about bidder • Bidder's General Information as required in Technical Criteria 6.2.3
4.	Understanding	Details as required in Technical Criteria
5.	Solution proposed	Details as required in Technical Criteria 4.4.2. Please refer to section 6.3.5.
6.	Project/credential summary	As per the format provided in Section 6.3.3
7.	Bidder's Experience	Project citation as per the format provided in section 6.3.4 and supporting documentary evidence and Self-certifications as per the format in section 6.3.4 as applicable
8.	Project Plan and Resources	<ul style="list-style-type: none"> • Project plan as per the format provided in Section 6.3.6 • Manpower Plan as per the format provided in section 6.3.7 • Summary of resources as per the format provided in Section 6.3.7 • CV of resources as per the format provided CV of resources as per the format provided
9.	Manufacturers'/Producers' Authorization Form	As per the format provided in section 6.3.10
10.	Anti-Collusion Certificate	As per the format provided in section 6.3.11

11.	Non-disclosure agreement	As per the format provided in section 6.5 (Annexure V)
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3.11.3. Commercial Bid Format

The Bidder must submit the Commercial Bid in the formats specified in Section 6.4

S No.	Section Heading	Details
1	Total Price Summary	As per the format provided in Section 6.4.1
2	Price component for CAPEX	Price component for CAPEX 6.4.2
3	Price component for OPEX	As per the format provided in Section 6.4.3

3.12. Language

The bid should be prepared and submitted by the bidders in English language only. If any submitted supporting documents are in any language other than English, translation of the same in the English language is to be provided (duly attested) by the Bidders. For purposes of interpretation of the documents, the English translation shall govern.

3.13. Authentication of Bids

An authorized representative (or representatives) of the Bidder shall initial all pages of the Pre- Qualification, Technical and Commercial Bids.

The bid should be accompanied by authorization in the name of the signatory (or signatories) of the Bid. The authorization shall be in the form of a written power of attorney / Board resolution accompanying the Bid or in any other form demonstrating that the representative has been duly authorized to sign.

3.14. Amendment of Request for Proposal

At any time before the due date for submission of bid, CHiPS may, for any reason, whether at its own initiative or in response to a clarification requested by the prospective bidder(s), modify the RFP document by amendments. Such amendments shall be uploaded on the website URL mentioned in the fact sheet, through corrigendum and shall form an integral part of the RFP document. The relevant clauses of the RFP document shall be treated as amended accordingly.

It shall be the responsibility of the prospective bidder(s) to check the websites like www.chips.gov.in, www.cgstate.gov.in and <https://eproc.cgstate.gov.in> website from time to time for any amendment in the RFP document. In case of failure to get the amendments, if any, CHiPS shall not be responsible.

To allow prospective bidders a reasonable time to take the amendment into account in preparing their bids, CHiPS, at its sole discretion, may extend the deadline for submission of bids that would be uploaded on the website.

3.15. Bid Price

Commercial Bid shall be as per the format provided in Annexure-IV. Bidders shall give the required details of all applicable taxes, duties, other levies, charges, etc. in respect of direct transaction between CHiPS and the Bidder.

Bidders shall quote for the entire scope of contract on an “overall responsibility” basis such that the total bid price covers Bidder’s all obligations mentioned in the bidding documents in respect of providing the product/services.

Prices quoted by the Bidder shall remain firm during the entire contract period and not subject to variation on any account. A bid submitted with an adjustable price quotation shall be treated as non-responsive and rejected. However, it should be noted that the price quotes should be as per the format given for financial submission. However, the quoted prices would be amended if there is any amendment of existing taxes /duties/levies or is the introduction of any new taxes /duties/ levies by any state Government or Central Government. This price variation will be applicable for the increase/decrease/addition of any such taxes.

3.16. Deviations and Exclusions

Bids shall be submitted strictly by the requirements and terms & conditions of the RFP. The Bidder shall submit a No Deviation Certificate as per the format mentioned in Section 6.2.5 of Annexure-II. The bids with deviation(s) to the clauses/ outlined scope mentioned in the RFP are liable for rejection.

3.17. Total Responsibility

Bidder should issue a statement undertaking total responsibility for the defect-free operation with effective SLAs of the proposed solution as per the format mentioned in Section 6.2.6 of Annexure-II.

3.18. Late Bid

- Late submission will 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 non-receipt/non-delivery of the documents due to technical snag whatsoever at Bidder’s end. No further correspondence on the subject will be entertained.
- CHiPS reserves the right to modify and amend any of the above-stipulated conditions/criteria.

3.19. Right to Terminate the Process

CHiPS may terminate the RFP process at any time and without assigning any reason. CHiPS make no commitments, express or implied, that this process will result in a business transaction with anyone. This RFP does not constitute an offer by CHiPS.

3.20. Non-Conforming bids

A bid may be construed as a non-conforming bid and ineligible for consideration:

- If it does not comply with the requirements of this RFP.
- If a bid does not follow the format requested in this RFP or does not appear to address the requirements of the solution.

3.21. Acceptance/Rejection of Bids

CHiPS reserves the right to reject in full or part, any, or all bids without assigning any reason thereof. CHiPS reserve the right to assess the Bidder’s capabilities and capacity. The decision of CHiPS shall be final and binding.

The bid should be free of overwriting. All erasures, corrections, or addition must be written both in words and figures and attested. In the event of any assumptions, presumption, key points of discussion, recommendation, or any points of similar nature submitted along with the Bid, CHiPS reserve the right to reject the Bid and forfeit the EMD.

If there is any discrepancy in the commercial bid, it will be dealt with as per the following:

- If in the price structure quoted for the required goods/services/works, there is a discrepancy between the unit price and total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly.
- If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail, and the total shall be corrected.
- If there is a discrepancy between words and figures, the amount in words shall prevail.
- If there is such discrepancy in an offer, the same shall be conveyed to the bidder with the target date up to which the bidder has to send his explanations. On the above lines, CHiPS reserve the right to take any appropriate decision which needs to be agreed by the bidder. If the bidder does not agree to the decision of CHiPS, the bid is liable to be disqualified.

3.22. Confidentiality

As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, computer or data processing programs, algorithms, electronic data processing applications, routines, subroutines, techniques or systems, or information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business processes and methods used by the Bidder in rendering the services hereunder are the Confidential Information of the Bidder.

The Bidder shall keep confidential, any information related to this tender, with the same degree of care as it would treat its own confidential information. The Bidders shall note that the confidential information will be used only for this tender and shall not be disclosed to any third party for any reason whatsoever.

At all times of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of these tender and such rules, policies, standards, guidelines, and procedures by its employees or agents.

The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract Agreement, any amendment hereof, and any Attachment or Annexure hereof.

The obligations of confidentiality shall be applicable for the entire contract period.

3.23. Disqualification

The bid is liable to be disqualified/ a proper explanation can be called in the following cases or in case the bidder fails to meet the bidding requirements as indicated in this RFP:

- During the validity of the bid, or its extended period, if any, the bidder increases its quoted prices
- The bidder's bid is conditional and has deviations from the terms and conditions of the RFP
- The bid is received in incomplete form
- The bid is not accompanied by all the requisite documents
- Information submitted in the technical bid 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 the tenure of the contract including the extension period if any
- The financial bid is enclosed with the same document as the technical bid.
- Bidder tries to influence the bid evaluation process by unlawful/corrupt/fraudulent means at any point of time during the bid process.
- In case anyone partly submits multiple bids or if common interests are found in two or more bidders, the bidders are likely to be disqualified, unless additional bids/bidders are withdrawn upon notice immediately
- If any of the Sole Bidder is also a partner in any other bid, then all the affected bids shall be disqualified

3.24. Key Personnel

CHiPS has identified certain key positions and minimum qualifications for each of the positions that should be part of the project team of the bidder (hereby referred to as "key personnel"). Details of these key positions are provided in Section 6.3.7 of Annexure-III.

3.24.1. Initial Composition; Full-Time Obligation; Continuity of Personnel

Bidder shall ensure that each member of the Key Personnel devotes substantial working time as per the staffing schedule/ manpower plan to perform the services to which that person has been assigned as per the bid.

Bidder shall not make any changes to the composition of the Key Personnel and not require or request any member of the Key Personnel to cease or reduce his or her involvement in the provision of the Services during the defined term of the engagement unless that person resigns, is terminated for cause, is long-term disabled, is on permitted mandatory leave under Applicable Law or retires. In any such case, the CHiPS' prior written consent would be mandatory.

3.24.2. Evaluations

Bidder shall evaluate the performance of each member of the Key Personnel in connection with the Services at least once in each Contract Year. Bidder shall provide reasonable written notice to CHiPS of the date of each evaluation of each member of the Key Personnel. CHiPS shall be entitled to provide inputs to the bidder for each such evaluation. Bidder shall promptly provide the results of each evaluation to CHiPS, subject to Applicable Law.

3.24.3. Replacement

In case any proposed resource resigns, then the Bidder must inform CHiPS within one week of such resignation.

Bidder shall promptly initiate a search for a replacement to ensure that the role of any member of the Key Personnel is not vacant at any point in time during the contract period, subject to reasonable extensions requested by Bidder to CHiPS. Before assigning any replacement member of the Key Personnel to the provision of the Services, Bidder shall provide CHiPS with:

- A resume, curriculum vitae, and any other information about the candidate that is reasonably requested by CHiPS; and
- An opportunity to interview the candidate.

The bidder must provide replacement resources of equal or better qualification and experience as per the requirements of this RFP. If CHiPS object to the appointment, Bidder shall not assign the individual to that position and shall seek an alternative candidate by the resource requirements of this RFP.

The bidder needs to ensure at least 4 weeks of overlap period in such replacements. CHiPS will not be responsible for any knowledge transition to the replacement resource and any impact/escalation of the cost incurred by the bidder due to resource replacement.

3.25. 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, CHiPS shall reject a Bid 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 its any other rights or remedies, forfeit and appropriate the EMD or PBG as mutually agreed with genuine pre-estimated compensation and damages payable to CHiPS for, inter alia, time, cost, and effort of CHiPS, regarding the RFP, including consideration and evaluation of such Bidder’s Bid.

Without prejudice to the rights of CHiPS under Clause above and the rights and remedies which CHiPS may have under the LOI or 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 LOI or the execution of the Agreement and there is a written proof of such practice, such Bidder shall not be eligible to participate in any tender or RFP issued by CHiPS for 3 years from the date such Bidder is found by CHiPS to have directly or through an agent, engaged or indulged in any Prohibited Practices.

For 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 LOI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of 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, 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 to canvass, lobby or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and
- “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidders to restrict or manipulate a full and fair competition in the Selection Process.

3.26. Conflict of Interest

A bidder shall not have a conflict of interest that may affect the Selection Process or the Solution delivery (the “Conflict of Interest”). Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, CHiPS shall forfeit and appropriate the EMD, if available, as mutually agreed with genuine pre-estimated compensation and damages payable to CHiPS for, inter alia, the time, cost, and effort of CHiPS including consideration of such Bidder’s Bid, without prejudice to any other right or remedy that may be available to CHiPS hereunder or otherwise.

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

3.27. Sub-Contracting

The bidder would not be allowed to sub-contract work, except for the non-IT work, Electrical works including UPS, DG set & Civil works (If any).

Sub-contracting shall be allowed only with the prior written approval of CHiPS. However, even if the work is sub-contracted/outsourced, the sole responsibility of the work shall lie with the lead bidder. The lead bidder shall be held responsible for any delay/error/non-compliance etc. of its sub-contracted vendor. The details of the sub-contracting agreements (if any) between both the parties would be required to be submitted to CHiPS and approved by the Authority before resource mobilization.

3.28. Quality Standards and pre-eligibility OEM Criteria:

For the below OEM criteria, either public documentation or Self-certification on the OEM letterhead to be provided as proof of compliance:

- All quoted OEM should have quality standard certifications like ISO 9001-2015, ISO 14001-2015, ISO 27001-2013, ISO 20000:2018 wherever applicable to ensure only quality OEM participation, as on date of RFP release.
- OEM for all active network, security, compute, storage should have a registered office in India and should be directly present for the last 5 years, from the date of RFP publication.
- Proposed OEM for any technology should not have filed for bankruptcy and should have positive net worth for at least in the last 2 consecutive financial years.
- The Bidder shall quote only one specific make and model from only one specific OEM, for each of the goods. Providing more than one option shall not be allowed. All goods quoted by the Bidder must be associated with item code and names and with printed literature describing configuration and functionality. Any deviation from the printed specifications should be mentioned in the offer document by the Bidder. Equipment and its accessories should be of the same make and all quantities supplied for that line item should be of the same make only.
- The OEM for all active components should give a declaration that products or technology quoted are not ended of- sale till 24 months from the date of RFP release and are not end-of-support till completion of contract period (excluding any extension thereof).
- The proposed OEM should not have been blacklisted by any State / Central Government Department or Central /State PSUs.
- Each of the proposed OEMs should have existing capability and infrastructure to provide 24x7x365 technical support with Indian Toll or Toll-Free call-in numbers.
- The Goods and Services to be supplied, installed, and/or performed by the Bidder should conform to the RFP requirements.
- Bidder should have an office in Raipur. If not already established, they should provide an undertaking that they shall establish an office in Raipur within 30 days after the award of work.

Adequate supporting documents about the above points, along with a summary compliance table, should be submitted in the technical proposal by the Bidder.

3.29. Right to vary Quantity

At the time of award of contract, the number of goods, works, or services originally specified in the bidding documents may be increased or decreased by 20%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

If the CHiPS do not procure any subject matter of procurement or procure less than the quantity specified in the bidding documents due to change in circumstances, the bidder shall not be entitled to any claim or compensation except otherwise provided in the bidding document.

Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

3.30. Withdrawal, Substitution, and Modification of Bids

No bid may be withdrawn, substituted, or modified in the interval between the bid submission deadline and the expiration of the Bid validity period specified by the Bidder in the Bid Submission Form, or any extension thereof agreed to by the Bidder. Withdrawal of a bid during this interval may result in the forfeiture of the EMD/Bid Security. Any alteration/ modification in the Application or additional information supplied after the Application Due Date, unless the same has been expressly sought for by the Authority, shall be disregarded. Bids withdrawn shall not be opened and processed further.

3.31. Site Visit

The Bidder may wish to visit and examine the site or sites and obtain for itself, at its own responsibility and risk, all information that may be necessary for preparing the bid and entering into the Contract. The costs of visiting the site or sites shall be at the Bidder's own expense.

It is strongly recommended that bidders may conduct their site surveys as per the requirement of RFP wherever necessary before the proposal submission. No site visits shall be arranged or scheduled after the deadline for the submission of the Bids and before the award of the Contract.

4. SELECTION PROCESS FOR BIDDER

4.1. Opening of Bids

The Bids shall be opened by CHiPS in presence of those Bidders or their representatives who may be present at the time of opening. The representatives of the bidders should be advised to carry the identity card or a letter to CHiPS from the bidder firms to identify that they are representatives of the bidder firm, for attending the opening of the bid.

There will be three bid-opening events as follows:

- I. Set 1 (RFP Document fee & Bid Security/EMD)
- II. Set 2 (Pre-Qualification bid)
- III. Set 3 (Technical bid)

The venue, date, and time for opening the Bids are mentioned in the Fact sheet.

The date and time for the opening of the technical bid are specified in the bidding schedule and that of the Commercial bid would be communicated at respective stages to eligible bidders. 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.

4.2. Preliminary Examination of Bids

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

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

- Not submitted in the format as specified in the RFP document
- Received without the Letter of Authorization
- Found with suppression of details
- With incomplete information, subjective, conditional offers and partial offers submitted
- Submitted without the documents requested
- Non-compliant to any of the clauses mentioned in the RFP
- With a lesser validity period

4.3. Clarification on Bids

During the bid evaluation, CHiPS may, at its discretion, ask the Bidder for any clarification(s) of its bid. 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.

4.4. Evaluation Process

CHiPS shall constitute a Tender Evaluation Committee under the guidance of CEO-CHiPS to evaluate the responses of the bidders, the method of selection is QCBS. The Tender Evaluation Committee shall evaluate the responses to the RFP and all supporting documents/documentary evidence. Inability to submit required supporting documents/documentary evidence by bidders may lead to rejection of their bids.

The decision of the Tender Evaluation Committee in the evaluation of bids shall be final. No correspondence will be entertained outside the process of evaluation with the Committee. The Tender Evaluation Committee may ask for meetings or presentations with the Bidders to seek clarifications or conformations on their bids. The Tender Evaluation Committee reserves the right to reject any or all bids. Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

The steps for evaluation are as follows:

4.4.1. Pre-Qualification

CHiPS shall validate the “RFP Document fee & Bid Security/Earnest Money Deposit (EMD)”. If the contents are as per requirements, CHiPS shall open the “Pre-Qualification Bid”. Each of the Pre-Qualification conditions mentioned in Section 4.5 is MANDATORY. In case, the Bidder does not meet any one of the conditions, the bidder shall be disqualified.

Bidders would be informed of their qualification/disqualification based on the Pre- Qualification criteria through Email, Phone and subsequently, the Bid Security amount shall be returned to the respective disqualified Bidders after the submission of Performance Bank Guarantee by the successful Bidder.

Technical and Financial bids for those bidders who don't pre-qualify will not be opened. The financial bid will not be opened for those bidders, who don't qualify for the technical evaluation. Bid Security of the unsuccessful bidders shall be returned by CHiPS within 60 Days of the bidder being notified as being unsuccessful.

4.4.2. Technical Evaluation

“Technical bid” will be evaluated only for the bidders who succeed in pre-qualification. CHiPS 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 CHiPS' discretion.

The bidders' technical solutions proposed in the bid document shall be evaluated as per the requirements specified in the RFP and technical evaluation framework as mentioned in Section 4.6. Bidders may be asked to give a demonstration of the envisaged solution to CHiPS as per the demo scripts that shall be shared with the Bidders who qualify for the Pre-Qualification Stage. Bidders to submit in detail - “Approach & Methodology & Solutions proposed “

Each Technical Bid will be assigned a technical score out of a maximum of 100 marks. Only the bidders who get an Overall Technical score of 70% or more in the Technical Evaluation Framework as given in Section 4.6 will qualify for the commercial evaluation stage. Failing to secure minimum marks shall lead to technical rejection of the Bid.

4.4.3. Commercial Evaluation

- All the technically qualified bidders will be notified to participate in the Commercial Bid opening process.
- The commercial bids for the technically qualified bidders shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at CHIPS's discretion.
- Commercial Bids that are not as per the format provided in section 6.4 of Annexure IV shall be liable for rejection.
- The bid price shall be in Indian Rupees. No quote other than in INR will be considered.
- The International bidders are advised to take into consideration the currency fluctuation and quote accordingly only in INR.
- The Total Price Summary submitted by the bidder under the Price Schedule will only be considered while comparing financial bids.
- Commercial bid shall be evaluated excluding applicable taxes & duties, all the prevailing taxes & duties will be applicable at the time of billing only.

4.5. Pre-Qualification Criteria

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
1	Company Profile	The Bidder must be incorporated and registered in India under the Indian Companies Act 1956 or 2013, or a Limited Liability Partnership (LLP) registered under the LLP Act, 2008 or Indian Partnership Act 1932 and should have been in operation in India for a minimum of five years as on 31.03.2021. The Bidder must be registered with appropriate authorities for all applicable statutory duties/taxes.	<ol style="list-style-type: none"> 1. Copy of certificate of Incorporation/Registration under Companies Act 1956/2013 (for Indian companies) 2. GST Registration certificate, PAN Card
2	Company Financial Profile	The Bidder shall have an average annual turnover of INR 300 Crores or more over the last three (3) Financial Years (till FY 2020-21) from the IT System Integration/ Information Technology Infrastructure Projects Including implementation and operations.	<ol style="list-style-type: none"> 1. Audited financial statements for each relevant FY. 2. Statutory auditor's/CA certificate clearly specifies the annual turnover for each relevant FY for the mentioned criteria.
3	Financials- Net worth	The bidder should have a positive net worth in the last three financial years (till FY 2020-21) as of 31.03.2021.	<ol style="list-style-type: none"> 1. Certificate from the Statutory Auditor/CA on positive net worth for each relevant FY.
4	Local Presence	The Bidder should have an office in the State of Chhattisgarh or should furnish an undertaking that the same would be established within one month of signing the contract if the project is awarded.	<p>List and address of office in Chhattisgarh</p> <p style="text-align: center;">OR</p> <p>Undertaking from authorized signatory to open office with GST registration in Raipur within 30 days from Contract signing.</p>

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
5	Key Certifications	The Bidder shall have any two of the following Certifications valid at the time of Bidding: <ul style="list-style-type: none"> • ISO 9001:2015 for Quality Management Systems or latest certification • ISO 20000:2018 for IT Service Management or latest certification • ISO 27001:2013 for Information Security Management System or latest certification 	<ul style="list-style-type: none"> • Copies of the valid certificates in the name of the Bidder.
6	Company Standings	As on date of submission of the proposal, the Bidder, as applicable including their parent/subsidiary/associate companies, shall not be blacklisted / debar by any State / Central Government Department or Central /State PSUs/Multilateral Funding Agency.	<ul style="list-style-type: none"> • The Bidder Undertaking for this on company letter head.
7	Data Centre Experience	The Bidder shall have successfully executed at least the following numbers of center/state government/PSU data center projects which include but are not limited to Supply, Installation, Configuration, Testing, Commissioning, Operations, and Maintenance (O&M can be in progress) of Servers, Storage, networks, cloud implementation, security, and non-IT-related services like UPS, cooling, physical security, etc in the last 10 years (excluding civil work) where the value of the project should be like: <p>“1 Project of value more than INR Eighty (80) crores;” OR “2 Projects of value more than INR Fifty (50) crores;” OR “3 Projects of value more than INR Forty (40) crores”.</p> <p>Bidder has to fulfil any of the above conditions completely to qualify.</p> <p>Above Mentioned Infrastructure should be part of the Data Center / DR Center of min Tier-II level. O&M can be in progress.</p>	<ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract/order. • Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead. • For the project under O&M, communication in the form of a certificate from the client along with Commissioning Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead. <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of Work, Value, Project’s Completion Date, or stage of the project.</p>
8	Capability	On the time of Bidding, Bidder should have at least 100 technically qualified professionals on its role in the area of compute, networking, cyber security, storage, Cloud, Systems Integration as on RFP issuance date.	Certificate from bidder’s HR Department with signed list of Employees Mentioning Employee ID, Name, Mobile, Total years of relevant experience and area of expertise.
9		On the time of Bidding, Bidder should have on its roll at least two (2) certified resources in each: <ol style="list-style-type: none"> i) CDCP/CCIE or equivalent ii) Leading Cloud OEM Certifications iii) OEM Certification on Virtualization / Database Management iv) ISO 20000 Lead Auditor (LA) / Lead Implementer (LI) resources v) CISA / CISSP / BS7799 / ISO 27001 lead Auditor / Lead Implementer certified resources 	Certificate from bidder’s HR Department with signed list of Employees mentioning Employee ID, Name, Mobile, and Certificates Obtained. Also, Valid Certificates of the resources should be provided.

S No.	Type	Pre-Qualification Criteria	Required Documentary Evidence
10	SPOC	The Bidder shall be the single point of contact for CHiPS and shall be solely responsible for all warranties and upgrades etc.	Self-certification duly signed by authorized signatory on company letter head as per format provided in Section 6.6.
11	OEM Authorization	<p>The Bidder should submit valid letter from all the OEMs confirming the following:</p> <ul style="list-style-type: none"> i) Authorization for bidder Confirm that the products quoted are not “end of life” or “end of sale products”. ii) Undertake that the support including spares, patches for the quoted products shall be available for next 6 years. 	Documentary evidence such as Authorization letters & MAF (Manufacturer’s Authorization Form) from all OEMs whose products are being quoted by the Bidder need to be attached in the proposal as per format given in the section 6.3.10 provided in RFP.

4.6. Technical Evaluation Framework

The Bidder's technical solution proposed in the Technical Evaluation bid shall be evaluated as per the evaluation criteria in the following table.

S No.	Evaluation Criteria	Total Marks
A	Bidder Profile	10
B	Project Experience	35
C	Relevant Manpower Deployment	15
D	Approach & Methodology	30
E	Technical Presentation/PoC	10

QCBS (70:30) Qualification criteria for technical evaluation and progression to commercial evaluation stage- Minimum 70% (70 marks) of the overall technical score will be required.

CHiPS (or a nominated committee/ party) reserves the right to check/validate the authenticity of the information provided in the Pre-qualification and Technical Evaluation criteria and the additional requisite support must be provided by the Bidder.

4.7. Technical Marking Matrix

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
A Bidder Profile (max 10 marks)			10	
1	Annual Turnover	<p>The Bidder shall have an average annual turnover of INR 300 Crores or more over the last three (3) Financial Years (till FY 2020-21) from the IT System Integration/ Information Technology Infrastructure Projects Including implementation and operations.</p> <p>Marks shall be allotted as given below: >= Rs.700 Crore = 10 marks >= Rs. 500 Crore & < 700 Crore =08 marks >=Rs. 300 Crore & < 500 Crore = 06 marks Less than 300 Crore =Not eligible to bid.</p>	10	<ul style="list-style-type: none"> Audited financial statements for each relevant FY. Statutory auditor's/CA certificate clearly specifies the annual turnover for each relevant FY for the mentioned criteria.
B. Project Experience (Max- 35 marks)			35	
1	Implementation, Operation & Maintenance of	Projects successfully executed under this segment by the Bidder during the last 10 years from the	15 (5 Marks for each category)	<ul style="list-style-type: none"> Work order/ Contract clearly highlighting the scope of work, Bill of

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
	Data Centre	<p>last date of bid submission (excluding civil work) under the category of Implementation, Operations & Maintenance of Center/State government/PSU Data Center / Servers- Storage Infrastructure with minimum 25 Racks.</p> <p>Marks will be awarded as per below:</p> <p>5 Marks for “1 Project of value more than INR Eighty (80) crores”; OR 5 Marks for “2 Projects of value more than INR Fifty (50) crores”; OR 5 Marks for “3 Projects of value more than INR Forty (40) crores”</p> <p>Bidder has to fulfil any of the above conditions completely to secure its mark. Above Mentioned Racks should be part of Data Center / DR Center of min Tier-II level, which include but are not limited to Servers, Storage, networks, and security solutions. O&M can be in progress.</p>		<p>Material, and value of the contract/order.</p> <ul style="list-style-type: none"> Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead. For the project under O&M, communication in the form of a certificate from the client along with a Commissioning Completion Certificate was issued & signed by the competent authority of the client entity on the entity’s Letterhead. <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of Work, Number of Racks Commissioned, Project Value, Project’s Completion Date, or stage of the project.</p>
2	Upgradation for Cloud Services	<p>Projects successfully executed under this segment by the Bidder during the last 10 years from the last date of bid submission (excluding civil work) under the category of Upgradation for Cloud Services of Center/State government/PSU Data Center / Servers- Storage Infrastructure with minimum 15 Racks in a Data Center.</p> <p>Marks will be awarded as per below:</p> <p>5 Marks for “1 Project of value >= Rs. 20.0 Crore;” OR 5 Marks for “2 project of value >=Rs. 12.0 Crore < Rs. 20.0 Crore;” OR 5 Marks for “3 project of value >= Rs. 10.0 Crore < Rs. 12.0 Crore”.</p> <p>Bidder has to fulfil any of the above conditions completely to</p>	15 (5 Marks for each category)	<ul style="list-style-type: none"> Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract/order. Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead. For the project under O&M, communication in the form of a certificate from the client along with Commissioning Completion Certificate issued & signed by the competent authority of the client entity on the entity’s Letterhead. <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of Work, Number of Racks Commissioned, Project Value,</p>

S.no	Criteria/Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		<p>secure its mark.</p> <p>Above Mentioned Racks should be part of Data Center / DR Center of min Tier-II level, which include but are not limited to Servers, Storage, networks, and security solutions.</p>		Project's completion Date or stage of project.
4	Non-IT Services	<p>Projects successfully executed under this segment by the Bidder during the last 10 years from the last date of bid submission under the category of non-IT related services like UPS, Electrical, cooling, physical security, etc. in a Center/State Government/PSU Data Centre of 10 racks:</p> <p>Marks will be awarded as per below:</p> <p>1 Project - 2 Marks 2 Project - 3 Marks 3 Project - 5 Marks</p> <p>Bidder has to fulfill any of the above conditions completely to secure its mark.</p> <p>Above Mentioned Non-IT services should be part of Data Center / DR Center of min Tier-II level.</p>	5 Marks	<ul style="list-style-type: none"> • Work order/ Contract clearly highlighting the scope of work, Bill of Material, and value of the contract/order. • Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. • For the project under O&M, communication in the form of a certificate from the client along with Commissioning Completion Certificate issued & signed by the competent authority of the client entity on the entity's Letterhead. <p>In case of NDA, Company Secretary / Chartered Accountant Signed Certificate providing details of Scope of Work, Number of Racks Commissioned, Project Value, Project's completion Date or stage of project</p>
C. Resource/Manpower Deployment (max 15 marks)			15	
1	Resource Deployment	CV of Key Resources proposed to be deployed. Marking as per Section 6.3.7		The detailed CVs of the proposed Manpower Resources duly self-attested and by the competent authority of the bidder.
D. Approach & Methodology & Solutions proposed (Max. 30 marks)			30	
1	Understanding Deployment/ SLA/ Risk Mitigation Plan /A&M/Scalability/ Presentation	Detailed Approach & Methodology for Handover and Takeover (HOTO) with optimal utilization of existing infrastructure	7.5	
		Detailed Approach for Migration & Manpower Deployment Plan.	7.5	
		Strategy to maintain SLAs during project term along with Risk Mitigation plan	7.5	

S.no	Criteria/ Category	Evaluation Criteria Details	Max Marks	Required supporting documents
		Compliance to Technical & Functional requirement along with Approach for knowledge transfer and exit management	7.5	
E. PROOF OF CONCEPT / PRESENTATION			10	
1	PoC/Presentation	Bidders need to demonstrate the proof of concept by migrating VMs, database into DR and NDR, along with the Presentation	10	PoC for technical evaluation in hard copy / soft copy / Live Presentation from bidder. Bidder also need to provide PoC in presentation form in CD/Pen Drive.

4.8. Project Team and Marking

The Bidder is required to propose the Project Team for complete execution of the project along with their CV's.

The format in which the CV's are required to be shared is placed at Annexure-III Section 6.3.7. The required resources with their roles and minimum qualification is as under: -

Sl. No.	Role	Min. Qualification & Experience	Maximum Marks
1.	Project Manager (L4)	Mandatory: Educational Qualification in BE / B. Tech / M.Tech / MCA from recognised Institute, with PGDM/ MBA from recognised Institute. a. Certification in PMP/ Prince2 Practitioner: 0.5 mark b. Minimum 15 Years' Experience, out of which, 5 years in the capacity of Project/Program Manager in ICT implementation projects: 0.5 mark c. Minimum 2 Years' Experience of Project of Data Centre Implementation / O&M : 1 mark d. Minimum 2 Years' Experience in managing Cloud Service Project: 1 mark	3
2.	Solution Architect - Cum-DBA (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA with minimum 10 Years of Experience in Database Administration. a. SQL Server related Certification (Expert level): 1 mark b. Database Administration Experience of Project value > Rs. 10 Crores: 1 mark	2
3.	DC-DR Cloud Solution Expert (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA and 7+ Years of Experience in Cloud Solution Implementation, Management and Operations a. Two Years' Experience in Cloud Migration: 1 mark b. Certification (Expert Level) of Relevant Cloud OEM as per Bidder's Solution: 1 mark	2
4.	Network and Security Expert (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA with minimum 7 Years of Experience in network system provisioning, configuration, and management a. Relevant Firewall OEM related Certification	1 Mark x 2

Sl. No.	Role	Min. Qualification & Experience	Maximum Marks
		(Expert Level) as per Bidder's Solution, such as CCNA/ CCNP/ComTIA/JNCIA: 0.5 Mark b. Network Security Implementation & Management Experience of Project value > Rs. 10 Crores: 0.5 mark	
5.	Storage and Backup Expert (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA with minimum 7 Years of Experience in Storage Implementation & Management. a. Relevant Storage OEM related Certification (Expert Level) as per Bidder's Solution: 1 mark b. Storage Implementation & Management Experience of Project value > Rs. 10 Crores: 1 mark	2
6.	Server Expert /System Administrator (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA with minimum 10 Years of Experience in Server Solution & Management. a. Windows/Linux Server related Certification (Expert Level): 1 mark b. Server Administration Experience of Project value > Rs. 10 Crores: 1 mark	2
7.	BMS Expert (L3)	Mandatory: Educational Qualification in BE / B. Tech / MCA with minimum 7 Years of Experience in BMS Solution Implementation & Management a. Relevant BMS OEM related Certification (Expert Level) as per Bidder's Solution : 1 mark b. BMS Implementation & Management Experience of Project value > Rs. 10 Crores : 1 mark	2

4.8.1. Key Personnel Criteria

- I. MSI shall provide adequate number of personnel, each responsible for a specific role within the project. MSI shall provide clear definition of the role and responsibility of each individual personnel.
- II. MSI shall have a defined hierarchy and reporting structure for various teams that shall be part of the project. MSI must provide the list of proposed Manpower for the Project. Any changes in Manpower deployment post submission of the proposal will have to be approved by the CHiPS.
- III. The indicative minimum qualification required for Key Positions identified for this project can be referred at Section 4.4.2 of Technical Evaluation Criteria table. However, beside these mandatory deployments, MSI shall independently estimate the teams size required to meet the requirements of Service Levels as specified as part of this tender.
- IV. All other proposed positions shall be Onsite throughout the entire project implementation phase.
- V. Manpower plan for Implementation and O&M Phase as per Section 6.3.7 of as per format provided in Volume-1.

5. AWARD OF CONTRACT

5.1. Notification of Award

CHiPS will notify the successful Bidder in writing by e-mail followed by courier to be confirmed by the Bidder in writing by email followed by courier.

5.2. Signing of Contract

After the notification of award, CHiPS will issue a Purchase Order (PO)/Letter of Intent (LOI). Accordingly, a contract shall be signed between the successful bidder and CHiPS or the agency designated by CHiPS. As an acceptance of the PO, the Bidder shall sign and return a duplicate copy of the Purchase Order to CHiPS or the agency designated by the CHiPS.

5.3. Performance Bank Guarantee (PBG)

Within fifteen (15) working days from the date of signing of the contract, the successful Bidder shall at his own expense submit an unconditional and irrevocable Performance Bank Guarantee (PBG) to the CHiPS. The PBG shall be from a Nationalized Bank or a Scheduled Commercial Bank in the format prescribed in Section 6.1.1 - Annexure-I, payable on demand, for the due performance and fulfilment of the contract by the bidder.

This Performance Bank Guarantee shall be for an amount equivalent to 10% of the total contract value. PBG shall be invoked by CHiPS, in the event the Bidder:

- I. Fails to meet the overall condition as mentioned in RFP or any changes mutually agreed between the parties,
- II. Fails to perform the responsibilities and obligations as set out in the RFP to the complete satisfaction of CHiPS as per conditions and scope mentioned in the RFP.
- III. Misrepresents facts/information submitted to CHiPS.

The performance bank guarantee shall be valid till satisfactory completion of Post Implementation Support as per RFP. The performance bank guarantee may be discharged/returned by CHiPS upon being satisfied that there has been the due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance bank guarantee.

In the event of the Bidder being unable to service the contract for whatever reason(s), CHiPS shall have the right to invoke the PBG. Notwithstanding and without prejudice to any rights whatsoever of CHiPS under the contract in the matter, the proceeds of the PBG shall be payable to CHiPS as compensation for any loss resulting from the bidder's failure to perform/comply with its obligations under the contract.

CHiPS shall notify the bidder in writing of the exercise of its right to receive such compensation within 40 days, indicating the contractual obligation(s) for which the bidder is in default. After 40 days of notice, if the bidder fails to rectify the default, CHiPS shall be entitled to make recoveries from the bidder's bills, performance bank guarantee, or from any other amount due to him under this contract, an equivalent value of any payment made to him due to inadvertence, error, collusion, misconstruction, or misstatement.

In case the project is delayed beyond the project schedule as mentioned in RFP, the performance bank guarantee shall be accordingly extended by the Bidder till the completion of the scope of work as mentioned in the RFP.

This Performance Bank Guarantee shall be valid only up to the completion of the period of Go- Live' + 60 months for the Solution. On satisfactory performance and completion of the order in all respects and duly certified to this effect by the Project Coordinator, Contract Completion Certificate shall be issued and the PBG would be returned to the Bidder.

5.4. Warranty & Maintenance

Bidder shall also provide complete maintenance support for all the proposed solutions as outlined in this RFP for a period of Sixty months from the date of go-live i.e. "Go-Live" + 60 months. "Go-live" is the date on which the proposed solution is completely operational as per the requirements provided in this RFP and all the acceptance tests are successfully concluded to the satisfaction of CHiPS.

During the warranty period, the bidder shall covenant that the goods supplied under the contract are new, unused, of the most recent version/models and incorporate all recent improvements in design and materials unless provided otherwise in the contract. The bidder further covenant that the goods supplied under this contract shall have no defects arising from design, materials, or workmanship.

CHiPS or designated representatives of the bidder shall promptly notify the successful bidder in writing of any claims arising under this warranty. Upon receipt of such notice, the bidder shall, within the warranty period and with all reasonable speed, repair or replace the defective systems, without costs to CHiPS and within the time specified and acceptable to CHiPS.

If the successful bidder, having been notified, fails to remedy the defect(s) within the period specified in the contract, CHiPS may proceed to take such reasonable remedial action as may be necessary, at the successful bidder's risk and expense and without prejudice to any other rights maximum to the value of the defected item, which CHiPS may have against the bidder under the contract.

During the comprehensive warranty period, the successful bidder shall provide all product(s) and documentation updates, patches/fixes, and free available version upgrades within 15 days of their availability and should carry out installation and make operational the same at no additional cost to CHiPS. The successful bidder hereby warrants CHiPS that:

- The implemented solution represents a complete, integrated solution meeting all the requirements as outlined in the RFP and further amendments if any, and provides the functionality and performance, as per the terms and conditions specified in the contract.
- The proposed solution shall achieve parameters delineated in the technical specification/requirement.
- The successful bidder shall be responsible for warranty services from licensors of products included in the systems.
- The successful bidder undertakes to ensure the maintenance of the acceptance criterion/standards in respect of the systems during the warranty period.

5.5. Failure to agree with the Terms & Conditions of the RFP

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

5.6. Arbitration post-signing of the contract

In case, a dispute is referred to arbitration, the arbitration shall be under the Indian Arbitration and Conciliation Act, 1996, and any statutory modification or re-enactment thereof.

Except as otherwise provided elsewhere in the contract if any dispute, difference, question, or disagreement arises between the parties hereto or their respective representatives or assignees, at any time in connection with construction, meaning, operation, effect, interpretation, or out of the contract or breach there of the same shall be referred to a Tribunal of three (3) Arbitrators, constituted as per the terms of and under the (Indian) Arbitration and Conciliation Act, 1996. Each party to the contract shall appoint/ nominate one Arbitrator each, the two Arbitrators so appointed/ nominated by the Parties herein shall together choose the third Arbitrator, who shall be the Presiding Arbitrator of the Tribunal. The consortium of the three Arbitrators shall form the Arbitral Tribunal.

All arbitration would be referred to the Chief Justice of Raipur High Court, and their decision would be final and binding to all parties. In case of CHiPS chooses to award the contract to an eligible bidder/MSI through this tender process, and is subjected to third-party litigation, CHiPS would be free to proceed with the contract award and works process. If the litigation is in favor of the third party resulting in termination of the awarded contract and retendering process, CHiPS would pay out the existing MSI to the tune of work completed upon submission of sufficient proof of material supplied and manpower invested.

6. ANNEXURES

6.1. Annexure I- Template for Pre-Bid Queries

Bidder shall submit all pre-bid queries in **MS excel format** in the following format to be emailed at clearly specifying in the subject column- ‘Queries for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur, MSI_Bidder’s Company Name’. Proof of RFP document purchase by MSI should also accompany with the queries. Direct queries from OEM or non-prospective bidder will not be entertained. Queries not following the below format in Excel File will be rejected. Refer Example in 1st row of below table.

#	RFP Volume (e.g., 1 or 2 or 3)	Page no. (e.g., 198)	RFP Section or sub-section (e.g., ‘5.12.1.9)	Clause/ Content in the RFP (highlight the portion with red color in which changes are required)	Clarification sought/ Change Request (highlight the portion with green color which is intended to be changed)	Justification (if Any)
1	1	18	‘4.10	The bid should be prepared and submitted by the bidders in English language only.	The bid should be prepared and submitted by the bidders in English/XXXX language.	Please mention here your justification, if any.

6.1.1. Format for Performance Bank Guarantee

Ref:

Date: dd/mm/yyyy

Bank Guarantee No.

<Name> ; <Designation>

<Address><Phone Nos.><Fax Nos.>

<Email id>

Whereas <<name of the supplier and address>> (hereinafter called “the Master System Integrator”) has undertaken, in pursuance of contract no. <Insert Contract No.> dated. <Date> to provide Implementation services for <<Name of the assignment>> to CHiPS Limited (hereinafter called “the CHIPS”).

And whereas it has been stipulated by in the said contract that the bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations by the contract. And whereas we, <Name of Bank> a banking company incorporated and having its head/registered office at <Address of Registered Office> and having one of its offices at <Address of Local Office> 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 supplier, up to a total of Rs. <Insert Value> (Rupees <Insert Value in Words> only) 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 Rs. <Insert Value> (Rupees <Insert Value in Words> only) 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 thereunder or of any of the contract documents which may be made between you and the Master System Integrator 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 Date>>) notwithstanding anything contained herein:

- I. Our liability under this bank guarantee shall not exceed Rs. <Insert Value> (Rupees <Insert Value in Words>only).
- II. This bank guarantee shall be valid up to <Insert Expiry Date>)
- III. It is a 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 Expiry Date>) failing which our liability under the guarantee will automatically cease.

Date: Place:

Signature

Witness

Printed name

(Bank's common seal)

6.1.2. Bank Guarantee for Earnest Money Deposit

To,
<Name>
<Designation>
<Address>
<Phone Nos.>
<Fax Nos.>
<Email id>

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

Know all Men by these presents that we <<... >> having our office at <<Address>> (hereinafter called "the Bank") are bound into the <<CHiPS Limited>> (hereinafter called "the CHiPS") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said CHiPS, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this <<Date>>.

The conditions of this obligation are:

- I. If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or
- II. If the Bidder, having been notified of the acceptance of its bid by the CHiPS during the period of validity of a bid
 - Withdraws his participation from the bid during the period of validity of bid document; or
 - Fails or refuses to participate in the subsequent tender process after having been shortlisted.

We undertake to pay to the CHiPS up to the above amount upon receipt of its first written demand, without the CHiPS having to substantiate its demand, provided that in its demand the CHiPS will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

- I. Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only).
- II. This Bank Guarantee shall be valid up to <<insert date>>)
- III. It is a 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 date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal: Date:

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

6.2.1. Pre-qualification bid checklist

#	Checklist Items	Compliance (Yes or No)	Page No. and Section No. in bid
1	RFP Document fees		
2	Earnest Money Deposit		
3	Pre-Qualification Covering letter		
4	<ul style="list-style-type: none"> • Copy of Certification of Incorporation/Registration Certificate • PAN card • GST registration 		
5	Audited financial statements for the last three financial years & Certificate from the Statutory Auditor/ CA		
6	Declaration of non-blacklisting		
7	Power of attorney		
8	Project Citations and Self-certifications, as Applicable		
9	No Deviation Certificate		
10	Total Responsibility Certificate		
11	Valid ISO certification		

6.2.2. Pre-Qualification Bid Covering Letter

Date: dd / mm / yyyy

To,

CEO, CHiPS,

Raipur, Chhattisgarh, India

Subject: Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur

Ref: RFP No. <<....>> dated <<>>

Dear Sir,

Concerning your “Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur”, we hereby submit our Prequalification bid, Technical Bid and Commercial Bid for the same.

We hereby declare that:

- I. We hereby acknowledge and unconditionally accept that the CHiPS can at its absolute discretion apply whatever criteria it deems appropriate, not just limited to those criteria set out in the RFP and related documents, in shortlisting of Agency for providing services.
- II. We have submitted EMD of INR [] Crores and Tender fee of INR []
<<Financial Instrument details>>.
- III. We hereby declare that all information and details furnished by us in the Bid are true and correct to the best of our knowledge, and all documents accompanying such application are true copies of their respective originals.
- IV. We agree to abide by our offer for 180 days from the date of Submission of the bid prescribed by CHiPS and that we shall remain bound by communication of acceptance within that time.
- V. We have carefully read and understood the terms and conditions of the RFP and the conditions of the contract applicable to the RFP. We do hereby undertake to provide as per these terms and conditions.
- VI. In the event of acceptance of our bid, we do hereby undertake:
 - To supply the products and commence services as stipulated in the RFP document.
 - To undertake the project services for the entire contract period from the date of signing of the contract as mentioned in the RFP document.
 - We affirm that the prices quoted are inclusive of design, development, delivery, installation, commissioning, training, providing facility management and handholding support and discounts, etc.
- VII. We do hereby undertake, that, until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and notification of award of contract, shall constitute a binding contract between us.
- VIII. We understand that CHiPS may cancel the bidding process at any time and that CHiPS is not bound to accept any bid that it may receive without incurring any liability towards the bidder.

We fully understand and agree to comply that on verification, if any of the information provided in our bid is found to be misleading the selection process, we are liable to be dismissed from the selection process or termination of the contract during the project, if selected to do so.

In case of any clarifications, please contact, email ID-----, Contact Number-----

Thanking you,

Yours sincerely,

(Signature of the bidder)

(Printed Name) Designation

Seal Date: Place:

Business Address:

6.2.3. Company Profile

I. Brief company profile

S No.	Particulars	Description
1.	Name of Bidder	
2.	The legal status of Bidder (company, Pvt. Ltd., LLP, etc.)	
3.	The main business of the Bidder	
4.	Registered office address	
5.	Incorporation date and number	
6.	GST No	
7.	PAN details	
8.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
9.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	EMD details	

II. Valid Certificate of Incorporation required for the bidder

III. Financial Turnover of last 3 years.

The financial turnover of the company has to be provided as per the following table:

Annual Turnover details (certified)			
S No.	FY- 2019- 2020	FY- 2020- 2021	FY- 2021- 2022

- Copy of audited financial statements or declaration from the appointed statutory auditor to be provided as proof of the financial turnover.
- Positive net worth of the last three financial years as of 31.03.2022. Copy of self-certified statutory auditor certificate to be submitted along with the bid.

6.2.4. Declaration of Non-Blacklisting (To be provided on the Company letterhead)

(To be provided on the Company letterhead)

To,

CEO, CHiPS,

Raipur, Chhattisgarh, India

Subject: Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur

Ref: RFP No. <<...>> dated <<>>

Dear Sir,

We confirm that our company or firm, -----, is currently not blacklisted in any manner whatsoever by any of the State or UT and or Central Government in India on any ground including but not limited to indulgence in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

(Signature of the Bidder)

Printed Name, Designation

Seal Date: Place:

Business Address:

6.2.5. No Deviation Certificate

(To be provided on the Company letterhead)

This is to certify that our offer is exactly in line with your tender enquiry/RFP (including amendments) no. _____ dated _____. This is to expressly certify that our offer contains no deviation either Technical (including but not limited to Scope of Work, Business Requirements Specification, Functional Requirements Specification, Hardware Specification and Technical Requirements Specification) or Commercial in either direct or indirect form.

(Authorized Signatory)

Signature:

Name: Designation:

Address:

Seal: Date:

6.2.6. Total Responsibility Certificate

(To be provided on the Company letterhead)

This is to certify that we undertake the total responsibility for the defect-free operation of the proposed solutions as per the requirement of the RFP for the duration mentioned in all the volumes of the RFP.

(Authorized Signatory)

Signature:

Name: Designation:

Address:

Seal: Date:

6.2.7. Self-certificate for Project execution experience

(To be provided on the Company letterhead)

This is to certify that <Name of the Bidding entity> has been awarded with < Name of the Project > as detailed under:

Name of the Project	
Client's Name, Contact no. and Complete Address	
Contract Value for the bidder (in INR)	
Current status of the project (Completed/Ongoing)	
Activities completed by bidding entity as on bid submission date (N.B Only relevant activities as sought in the criteria to be included)	
Value of Work completed for which payment has been received from the client.	
Date of Start	
Date of Completion	

(Authorized Signatory) Signature:

Name: Designation:

Bidding entity's name Address:

Seal and Date:

6.3. Annexure III- Formats for Submission of the Technical Bid

6.3.1. Technical Bid Checklist

Sl #	Checklist Item	Compliance (Yes/No)	Page No. and Section No. in the Bid
1	Technical Bid Letter		
2	Credential summary		
3	Project Citations and Self-certifications, as applicable		
4	Detailed proposed solution		
5	Project plan and manpower plan		
6	Proposed CVs		
7	Compliance to Requirement (Technical / Functional Specifications)		
8	Proposed Bill of Material		
9	Manufacturers'/Producers' Authorization Form Anti-Collusion certificate		
10	Non-disclosure agreement		

6.3.2. Technical Bid Covering Letter

Date: dd / mm / yyyy

To,

CEO, CHiPS,

Raipur, Chhattisgarh, India

Subject: Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur

Ref: RFP No. <<....>> dated <<>>

Dear Sir,

I, <<name of the undersigned Bidder >>, having read and examined in detail all the bidding documents in respect of “Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur” do hereby propose to provide our services as specified in the bid submitted by us.

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

We declare that all the services shall be performed strictly by the RFP documents.

We confirm that the information contained in this response or any part thereof, including its exhibits, and other documents and instruments delivered or to be delivered to CHiPS, Government of Chhattisgarh is true, accurate, verifiable, and complete. This response includes all information necessary to ensure that the statements therein do not in whole or part mislead the department in its evaluation process. We also confirm that we shall not attract conflict of interest in principle.

We hereby declare that in case the contract is awarded to us, we shall submit the contract Performance bank guarantee in the form prescribed at Section 6.1.1 in Annexure-I of this RFP.

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.

We understand that our bid is binding on us and that you are not bound to accept a Bid you receive. This bid is valid for 180 days after the opening of the technical bid. We shall extend the validity of the bid if required by CHiPS.

Thanking you, yours sincerely,

(Signature of the Bidder) Printed Name

Designation

Seal Date: Place:

Business Address:

6.3.3. Credential Summary

#	Project Name	Client Name	Client Type	Project Value (In INR)	Project Components	Documentary Evidence Provided (Yes or No)	Project Status (Completed/Ongoing/Withheld)
1							
2							
3							
4							
5							
6							

- Client type - Indicate whether the client is Government or PSU or Private.
- Project Components - Indicate the major project components like setting up of NOC, Wide Area Network, Hardware procurement and deployment, DC & DR setup and maintenance, Facility management services, provisioning manpower, IT support, and maintenance.
- Documentary evidence provided - Indicate the documentary evidence provided with the detailed project credential like work order or purchase order or completion certificate or letter of appointment.
- Project Status - Completed (date of project completion) or Ongoing (project start date) or withheld.

6.3.4. Bidder's Experience - Client Citations

Bidder is requested to furnish the credentials in the following format for both Pre-qualification and Technical criteria. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of the project	
The contract value for the bidder (in INR)	
Date of Start	
Date of Completion	
Activities undertaken by bidder	

N.B - If the project is ongoing, the bidder must specify which of the stages/phases/milestones are completed and which are ongoing and at what stage of completion and produce a self-certificate as per the format provided in Section 6.2.7.

6.3.5. Structure of Proposed Solution

Bidders are required to provide a detailed approach & methodology to execute the entire project. Bidders are advised to comply with the below-provided headers/approach components while detailing their solution.

Sl. No.	Item
1.	Understanding of requirement and Implementation approach <ul style="list-style-type: none"> • Understanding of requirements. • Work Plan & its adequacy
2.	Robustness and quality <ul style="list-style-type: none"> • End to end solution proposed. • Hardware deployment and integration approach encompassing all solutions. • Timelines and modalities for implementation in a time-bound manner. • Project implementation approach or strategy and operations and maintenance plan including comprehensiveness of fallback strategy and planning during rollout. • Any other area relevant to the scope of work and other requirements of the project.
3.	Assessment of Manpower Deployment, Training, and Handholding plan <ul style="list-style-type: none"> • Deployment strategy of Manpower. • Contingency management. • Mobilization of existing resources and additional resources as required. • Training and handholding strategy.

6.3.6. Project Plan

Within 15 calendar days of the Effective Date of the contract/ Issuance of Lol, MSI shall submit a project plan to the designated authority for its approval a detailed Project Plan with details of the project showing the sequence, procedure, and method in which it proposes to carry out the works. The Plan so submitted by MSI shall conform to the requirements and timelines specified in the Contract. The designated authority and MSI shall discuss and agree upon the work procedures to be followed for effective execution of the works, which MSI intends to deploy and shall be specified. The Project Plan shall include but not be limited to project organization, communication structure, proposed staffing, roles and responsibilities, processes, and toolsets to be used for quality assurance, security, and confidentiality practices by industry best practices, project plan, and delivery schedule by the Contract. Approval by the designated authority’s Representative of the Project Plan shall not relieve MSI of any of his duties or responsibilities under the Contract.

If MSI’s work plans necessitate a disruption/ shutdown in the designated authority’s operation, the plan shall be mutually discussed and developed to keep such disruption/shutdown to the barest unavoidable minimum. Any time and cost arising due to the failure of MSI to develop/adhere to such a work plan shall be to his account.

A Detailed Project Plan covering the break-up of each phase into the key activities, along with the start and end dates must be provided as per the format given below.

Activity-wise Timelines											
Sl. No.	Item of Activity	Month wise Program									
1	Project Plan										
1.1	Activity 1										
1.2	Sub-Activity 1										

Note: The above activity chart is just for illustration. Bidders are requested to provide detailed activity & phase-wise timelines for executing the project with details of deliverables & milestones as per their bid.

6.3.7. Manpower Plan

Manpower distribution								
S. No.	Name	Role	Month wise time to be spent by each personnel (in days) Total					
			Month 1	Month 2	Month 3	--	--	---
1		Project Manager (L4)						
2		Solution Architect - Cum-DBA (L3)						
3		DC-DR Cloud Solution Expert (L3)						
4		Network and Security Expert (L3)						
5		Storage and Back up Expert (L3)						
6		Server Expert /System Administrator (L3)						
7		BMS Expert (L3)						

Curriculum Vitae (CV) of Team Members

Name					
1.	Proposed position or role	(Only one candidate shall be nominated for each position)			
2.	Date of Birth		Nationality		
3.	Education	Qualification	Name of School or College or University	Degree Obtained	Year of Passing
4.	Years of Experience				
5.	Areas of Expertise and no. of years of experience in this area	(as required for the Profile)			
6.	Certifications and Training attended				
7.	Employment Record	Employer	Position	From	To
		[Starting with present position and last 2 firms, list in reverse order, giving for each employment: dates of employment, name of employing organization, positions held.]			
8.	Detailed Tasks Assigned	(List all tasks to be performed under this project)			

Relevant Work Undertaken that best illustrates the experience as required for the Role

Project 1	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	
Project 2	
Name of assignment	
Year	
Location	
Employer	
Main project features	
Position held	
Activities performed	

6.3.8. Compliance to Requirement (Technical/Functional Specifications)

The bidder should provide compliance to the requirement specifications (both technical and functional) specified in this RFP. The same should be reproduced here, and compliance against each requirement line item should be marked.

6.3.9. Proposed Bill of Material

The Bidder should provide the proposed Bill of Material (BoM) here. Bidders are required to mention the details of the make/brand and model against each line item, wherever applicable. The bid can be considered non-responsive in the absence of such details. Once the bidder provides this information in the submitted bid, the bidder cannot change it with any other component/equipment, etc. of lower specifications/performance; it can only be upgraded at the time of actual deployment/installation.

The lists of items mentioned in the RFP are indicative. The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality and bid accordingly.

6.3.10. Manufacturers'/Producers' Authorization Form

(This form must be provided by the OEMs of the hardware and software solutions proposed. This letter should be on the letterhead of the manufacturer and should be signed by a competent person and having the power of attorney to bind the manufacturer.)

Date: dd / mm / yyyy

To,

CEO, CHiPS,

Raipur, Chhattisgarh, India

Subject: Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur

Ref: RFP No. <<....>> dated <<>>

Dear Sir,

We (Name of the OEM) who are established and reputable manufacturers of (List of Goods) having factories or product development centers at the locations or as per list attached, do hereby authorize. (Name and address of the Bidder) to bid, negotiate and conclude the contract with you against RFP No. _____ Dated _____ for the above goods manufactured or developed by us.

We hereby extend, our warranty for the hardware goods supplied by the bidder and or maintenance or support services for software products against this invitation for bid by (Name of the Bidder) as per requirements and for the duration of the contract as specified in this RFP.

We also confirm that our offered product will not be at the end of life for a minimum of 12 months from the date of bid submission and the support for such offered product/s will be available for a minimum of 5 years +2 years (if contract extended) from the date of award of contract.

Thanking you, Yours faithfully, (Signature)

For and on behalf of: (Name of the OEM)

Authorized Signatory Name:

Designation:

Place:

Date:

6.3.11. Anti-Collusion Certificate

(Certificate should be provided by the bidder and on letterhead)

Anti-Collusion Certificate

We hereby certify and confirm that in the preparation and submission of our Bid for Request for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur, against the RFP issued by CHiPS, we have not acted in concert or collusion with any other Bidder or another person (s) and not done any act, deed or thing, which is or could be regarded as anti-competitive. We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or organization in connection with the instant bid.

(Signature of the Bidder)

Printed Name Designation Seal

Date:

Place:

Business Address:

6.4. Annexure IV- Formats for Submission of the Commercial Bid

6.4.1. Total Price Summary

#	Head	Amount (in INR)	Amount (in words)
1.	Total CAPEX price (Inclusive of all taxes, levies, duties, etc. as applicable)		
2.	Total OPEX price (Inclusive of all taxes, levies, duties, etc. as applicable)		
3.	Total price (1+2) (Inclusive of all taxes, levies, duties, etc. as applicable)		

6.4.2. Price component for CAPEX:

The Bidder shall consider the components and quantity to fulfill the RFP and project requirements in totality as per the following template:

Sr No	Line Item (Component wise)	Unit of Measurement	Quantity Proposed	Unit base price	All taxes, duties (applicable) in INR (Per Unit)	Total Price including All taxes, duties (applicable) in INR (Per Unit)
1	2	3	4	5	6	$7=4*(5+6)$
	Items should be picked primarily as specified in BoM, or MSI's proposed solution.					

Total CAPEX Price Including all taxes (in words)-

N.B - Bidder must ensure that all the line items are covered as specified in BOM and all required fields in the Commercial bid format are duly filled and calculated appropriately. All amounts are to be quoted in INR.

6.4.3. Price component for OPEX

The Bidder may add a line item (with adequate details and pricing information) in the table below towards the end that may be required to fulfill the RFP and project requirements in totality.

#	Components	Year 1 (In INR)	Year 2 (In INR)	Year 3 (In INR)	Year 4 (In INR)	Year 5 (In INR)	Total (Incl. of all taxes)
1							
2							
3							
4							
5							
6	Total OPEX price						

Total OPEX Price inclusive of all taxes (in words):

6.5. Annexure V- Non-Disclosure Agreement

WHEREAS we the undersigned Bidder, _____ having our principal place of business or registered office at, are desirous of bidding for RFP No. <<>> dated <<DD-MM-YYYY>> “Request for Proposal for Selection of Master System Integrator (MSI) to Implement On-premises Hybrid Cloud Services, and DR on Cloud with O&M of CGSDC at Raipur” (hereinafter called the said 'RFP') to the “CHiPS Limited”, hereinafter referred to as ‘CHiPS’

and,

WHEREAS the Bidder is aware and confirms that the CHiPS business or operations, information, application or software, hardware, business data, architecture schematics, designs, storage media, and other information or documents made available by the CHiPS in the RFP documents during the bidding process and thereafter, or otherwise (confidential information for short) is privileged and strictly confidential and or proprietary to the CHiPS, NOW, THEREFORE, in consideration of the disclosure of confidential information, and to ensure the CHiPS’ grant to the Bidder of specific access to CHiPS confidential information, property, information systems, network, databases and other data, the Bidder agrees to all of the following conditions.

It is hereby agreed as under:

- I. The confidential information to be disclosed by the CHiPS under this Agreement (“Confidential Information”) shall include without limitation, any information in written, representational, electronic, verbal, or other form relating directly or indirectly to processes, methodologies, algorithms, risk matrices, thresholds, parameters, reports, deliverables, work products, specifications, architecture, project information, security or zoning strategies & policies, related computer programs, systems, trend analysis, risk plans, strategies and information communicated or obtained through meetings, documents, correspondence or inspection of tangible items, facilities or inspection at any site to which access is permitted by the CHiPS.
- II. Confidential Information does not include information which:
 - The Bidder knew or had in its possession, before disclosure, without limitation on its confidentiality.
 - Information in the public domain as a matter of law.
 - Is obtained by the Bidder from a third party without any obligation of confidentiality.
 - The Bidder is required to disclose by order of a competent court or regulatory CHiPS;
 - Is released from confidentiality with the written consent of the CHiPS.

The Bidder shall have the burden of proving hereinabove apply to the information in the possession of the Bidder.

- III. The Bidder agrees to hold in trust any Confidential Information received by the Bidder, as part of the tendering process or otherwise, and the bidder shall maintain strict confidentiality in respect of such confidential information, and in no event, a degree of confidentiality less than the bidder uses to protect its own confidential and proprietary information. The bidder also agrees:
 - to maintain and use the Confidential Information only to bid for this RFP and thereafter only as expressly permitted herein.
 - to only make copies as specifically authorized by the prior written consent of the CHiPS and with the same confidential or proprietary notices as may be printed or displayed on the original.
 - to restrict access and disclosure of Confidential Information to their employees, agents, and representatives strictly on a "need to know" basis, to maintain the confidentiality of the Confidential Information disclosed to them by this clause; and
 - to treat Confidential Information as confidential unless and until CHiPS expressly notifies the Bidder of the release of its obligations about the said Confidential Information.
- IV. Notwithstanding the foregoing, the Bidder acknowledges that the nature of activities to be performed as part of the tendering process or thereafter may require the Bidder’s personnel to be present on premises of the CHiPS or may require the Bidder’s personnel to have access to software, hardware, computer networks, databases, documents, and storage media of the CHiPS while on or off-premises of the CHiPS. It is understood that it would be impractical for the CHiPS to monitor all information made available to the Bidder’s personnel under such circumstances and to provide notice to the Bidder of the confidentiality of all such information.

Therefore, the Bidder shall disclose or allow access to the Confidential Information only to those personnel of the Bidder who needs to know it for the proper performance of their duties about this project, and then only to the extent reasonably necessary. The Bidder will take appropriate steps to ensure that all personnel to whom access to the Confidential Information is given are aware of the Bidder’s confidentiality obligation.

Further, the Bidder shall procure that all personnel of the Bidder is bound by a confidentiality obligation about all proprietary and Confidential Information received by them which is no less onerous than the confidentiality obligation under this agreement.

- V. The Bidder shall establish and maintain appropriate security measures to provide for the safe custody of the Confidential Information and to prevent unauthorized access to it.
- VI. The Bidder agrees that upon termination or expiry of this Agreement or at any time during its currency, at the request of the CHiPS, the Bidder shall promptly deliver to the CHiPS the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information and promptly certify such destruction.
- VII. Confidential Information shall always remain the sole and exclusive property of the CHiPS. Upon completion of the Tendering process and or termination of the contract or at any time during its currency, at the request of the CHiPS, the Bidder shall promptly deliver to the CHiPS the Confidential Information and copies thereof in its possession or under its direct or indirect control, and shall destroy all memoranda, notes and other writings prepared by the Bidder or its Affiliates or directors, officers, employees or advisors based on the Confidential Information within sixty days from the date of receipt of the notice, or destroyed, if incapable of return. The destruction shall be witnessed and so recorded, in writing, by an authorized representative of the CHiPS. Without prejudice to the above, the Bidder shall promptly certify to the CHiPS, due and complete destruction, and return. Nothing contained herein shall in any manner impair the rights of the CHiPS in respect of the Confidential Information.
- VIII. If the Bidder hereto becomes legally compelled to disclose any Confidential Information, the Bidder shall give sufficient notice and render best effort assistance to the CHiPS to enable the CHiPS to prevent or minimize to the extent possible, such disclosure. Bidder shall not disclose to a third party any Confidential Information or the contents of this RFP without the prior written consent of the CHiPS. The obligations of this Clause shall be satisfied by handling Confidential Information with the same degree of care, which the Bidder applies to its own similar Confidential Information but in no event less than reasonable care.

For and on behalf of:

(BIDDER)

Authorized Signatory

Name:

Designation:

Office Seal:

Place:

Date:

6.6. Annexure VI- Format for Power of Attorney to Authorize Signatory

[To be executed on non-judicial stamp paper of the appropriate value by a relevant stamp act. The stamp paper is to be in the name of the company that is issuing the power of attorney.]

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

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

(Signature and Name of authorized signatory)

Seal of firm Company