

(भारत सरकार का उपक्रम, रेल मंत्रालय)

सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM द्वारा अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए रुचि की अभिव्यक्ति

"वीडियो कॉन्फ्रेंसिंग आवश्यकता, टीवी की खरीद, वितरण और स्थापना के लिए बिजनेस एसोसिएट का चयन।"

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/चीप्स-सीजीस्वान/2025-26/16 दिनांक: 06 अक्टूबर 2025

प्लॉट नंबर 17, पहली मंजिल, रघुनाथ नगर, शाहपुरा पुलिस स्टेशन के पास, भोपाल एमपी-462039

# "रुचि की अभिव्यक्ति (ईओआई) सूचना" रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, प्लॉट नंबर 17, प्रथम तल, रघुनाथ नगर, (शाहपुरा पुलिस स्टेशन के पास) भोपाल एमपी - 462039

ईओआई नंबर: रेलटेल/डब्ल्यूआर/बीपीएल/चीप्स-सीजीस्वान/2025-26/16 दिनांक: 06 अक्टूबर 2025

रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड, (जिसे आगे "रेलटेल" कहा जाएगा) "वीडियो कॉन्फ्रेंसिंग आवश्यकता, टीवी की खरीद, वितरण और स्थापना के लिए बिजनेस एसोसिएट का चयन।" के लिए रुचि की अभिव्यक्ति में भागीदारी हेतु दस्तावेज जारी कर रहा है। जो की रेलटेल के सूचीबद्ध भागीदारों या ओईएम या ओईएम के अधिकृत भागीदार/वितरक के लिए वैध है।

# विवरण निम्नान्सार है:

1	बोलीदाताओं द्वारा ईओआई के विरुद्ध बोली प्रतिक्रिया पैकेट प्रस्तुत करने की अंतिम तिथि	10 अक्टूबर 2025 को 16:00 बजे
2	ईओआई के बोली प्रतिक्रिया पैकेट का उद्घाटन	10 अक्टूबर 2025 को 16:30 बजे
3	कार्य के दायरे के लिए प्रस्तुत की जाने वाली प्रतियों की संख्या	दो (Two)
4	ईएमडी राशि	Rs. 4,00,000/- (चार लाख)
5	टेन्डर/प्रोसेसिंग फीस+GST 18%	Rs. 5,900/- (पाँच हजार नौ सौ)

ईएमडी रेलटेल कॉर्पोरेशन ऑफ इंडिया लिमिटेड के पक्ष में होनी चाहिए और मुंबई में ऑनलाइन बैंक ट्रांसफर के माध्यम से देय होगी। पार्टनर को प्रस्ताव के साथ ऑनलाइन भुगतान हस्तांतरण विवरण जैसे यूटीआर नंबर, तारीख और बैंक को साझा करना होगा।

रेलटेल बैंक विवरण: यूनियन बैंक ऑफ इंडिया, खाता संख्या - 317801010036605, IFSC कोड - UBIN0531782, शाखा का नाम - महालक्ष्मी मुंबई शाखा योग्य व्यावसायिक सहयोगी/ओईएम/ओईएम के अधिकृत साझेदार या वितरक को ईओआई दस्तावेज के लिए इस आमंत्रण से संबंधित सभी संचार निम्नलिखित नामित संपर्क व्यक्तियों के माध्यम से निर्देशित करना आवश्यक है:

स्तर:1 संपर्कः श्री आनन्द कुमार पदः संयुक्त महाप्रबंधक/विपणन

ईमेल: anandnkn@railtelindia.com,

संपर्क: +91-9004444107

स्तर:2 संपर्क: श्री पवन कुमार भार्गव

पद: ईडी/टीएम/भोपाल

ईमेल: pavan@railtelindia.com

#### Note:

- 1. Empaneled partners/OEMs/authorized partner or distributor of OEMs are required to submit soft copy (password protected PDF) of bid response packet (separate for Technical bid and Financial Bid) through an e-mail at <a href="mailto:bpltooffice@railtelindia.com">bpltooffice@railtelindia.com</a> duly signed by Authorized Signatories with Company seal and stamp. The size of both the files should not exceed 20 Mb.
- 2. The OEMs need not be prior empaneled Business Associates, given their proven technical prowess. However, The EOI response is invited from eligible Empaneled Partners of RailTel only in case of participation by Business Associates.
- 3. The password will be sought at the time of opening of the bid response packet.
- 4. All the documents must be submitted with proper indexing and page no.
- 5. This is an exclusive arrangement with empaneled business associate/OEMs/ authorized partner or distributor of OEM of RailTel for fulfilling the end customer requirements. Selected partner's authorized signatory has to give an undertaking they will not submit directly or indirectly their bids and techno-commercial solution/association with any other organization once selected through this EOI (before and after submission of bid to prospective organization by RailTel). This undertaking has to be given with this EOI Response.

#### 1. Introduction about RailTel

RailTel Corporation of India Limited (RailTel), an ISO-9001:2000 organization is a "Navratna" company under Ministry of Railways, Government of India. The Corporation was formed in Sept 2000 with the objectives to create nationwide Broadband Telecom and Multimedia Network in all parts of the country, to modernize Train Control Operation and Safety System of Indian Railways and to contribute to realization of goals and objective of national telecom policy 1999. RailTel is a wholly owned subsidiary of Indian Railways.

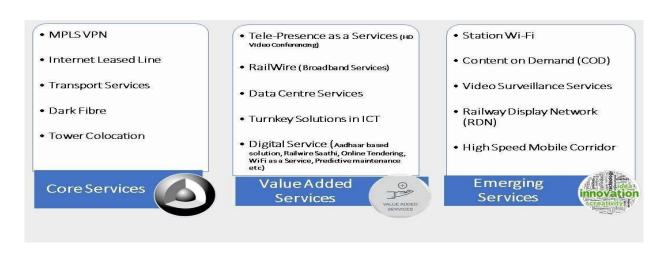
RailTel has approximately 70000 kms of OFC along the protected Railway tracks. The transport network is built on high capacity DWDM and an IP/MPLS network over it to support mission critical communication requirements of Indian Railways and other customers. RailTel has Tier-III Data Center in Gurgaon and Secunderabad hosting / collocating critical applications. RailTel is also providing Telepresence as a Service (TPaaS), where a High- Definition Video Conference facility bundled with required BW is provided as a Service.

For ensuring efficient administration across India, country has been divided into four regions namely, Eastern, Northern, Southern & Western each headed by Executive Director and Headquartered at Kolkata, New Delhi, Secunderabad & Mumbai respectively. These regions are further divided into territories for efficient working. RailTel has territorial offices at Guwahati, & Bhubaneswar in East, Chandigarh, Jaipur, Lucknow in North, Chennai & Bangalore in South, Bhopal, and Pune & Ahmedabad in West. Various other territorial offices across the country are proposed to be created shortly.

RailTel's business service lines can be categorized into three heads namely B2G/B2B (Business to Government and Business to Business) and B2C (Business to customers):

## Licenses & Service portfolio:

Presently, RailTel holds Infrastructure Provider -1, National Long-Distance Operator, International Long-Distance Operator and Internet Service Provider (Class-A) licenses under which the following services are being offered to various customers:



#### a) Carrier Services

- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's

#### b) Enterprise Services

- Managed Lease Line Services: Available for granularities from E1, DS-3, STM-1 & above
- MPLS VPN: Layer-2 & Layer-3 VPN available for granularities from 2 Mbps& above
- Dedicated Internet Bandwidth: Experience the "Always ON" internet connectivity at your fingertips in granularities 2 Mbps to several Gbps
- c) DATA CENTER Infrastructure as a service (IaaS), Hosting as Services, Security operation Centre as a Service (SOCaaS): RailTel has MeitY empaneled two Tier-III data centres in Gurgaon & Secunderabad. Presently RailTel is hosting critical applications of Indian Railways, Central & State government/ PSUs applications. RailTel will facilitate Government's applications / Hosting services including smooth transition to secured state owned RailTel's Data Centers and Disaster Recovery Centres. RailTel also offers SOC as a Service 'SOCaaS'. In addition, RailTel offers VPN client services so that employees can seamlessly access government's intranet, applications securely from anywhere without compromising security.
- National Long Distance: Carriage of Inter & Intra -circle Voice Traffic across India using state of the art NGN based network through its Interconnection with all leading Telecom Operators
- Lease Line Services: Available for granularities from E1 to multiple of Gigabit bandwidth& above
- Dark Fiber/Lambda: Leasing to MSOs/Telco's along secured Right of Way of Railway tracks
- Co-location Services: Leasing of Space and 1000+ Towers for collocation of MSC/BSC/BTS of Telco's
- **d) High-Definition Video Conference:** RailTel has unique service model of providing high-definition video conference bundled with Video Conference equipment, bandwidth and FMS services to provide end to end seamless services on OPEX model connecting HQ with other critical offices. RailTel also offers application-based video conference solution for employees to be productive specially during this pandemic situation.

#### e) Retail Services – Rail-Wire

Rail-Wire: Triple Play Broadband Services for the Masses. RailTel has unique model of delivering broadband services, wherein local entrepreneurs are engaged in delivering &

maintaining broadband services and up-to 66% of the total revenues earned are shared to these local entrepreneurs in the state, generating jobs and revitalizing local economies. On date RailTel is serving approx. 4,00,000 subscribers on PAN Indian basis. RailTel can provide broadband service across—Government PSU or any organization's officers colonies and residences.

## 2. Project Background and Scope of Work

RailTel is floating EOI for "Selection of Business Associate for Purchase, Delivery and Installation of Video Conferencing Solutions and TVs." RailTel invites EOIs from RailTel's Empaneled Partners/OEMs/authorized partner or distributor of OEMs for the selection of suitable partner for participating in above mentioned work for the agreed scope work. The empaneled partner/OEMs/authorized partner or distributor of OEMs is expected to have excellent execution capability and good understanding customer local environment.

The scope of work is to "Selection of Business Associate for Purchase, Delivery and Installation of Video Conferencing Solutions and TVs." as per there requirement. The above scope of work is indicative, and the detailed scope of work will be shared after the completion of the EOI process. In case of any discrepancy or ambiguity in any clause/specification pertaining to the scope of work area, the decision of the end customer organization shall supersede and will be considered sacrosanct. (All associated clarifications, response to queries, revisions, addendum and corrigendum, associated prime service agreement (PSA)/MSA/SLA also included.)

Special Note: RailTel may retain some portion of the work mentioned in the end organization RFP, where RailTel has competence so that overall proposal becomes most winnable proposal. Scope of Work and payment terms shall be on a back-to-back basis as per the end customer RFP.

#### **3.** Response to EOI guidelines

#### 3.1 Language of Proposals

The proposal and all correspondence and documents shall be written in English in password protected PDF file through an email (size of email should not exceed 20Mb) to <a href="mailto:bpltooffice@railtelindia.com">bpltooffice@railtelindia.com</a>.

# 3.2 RailTel's Right to Accept/Reject responses

RailTel reserves the right to accept or reject any response and annul the bidding process or even reject all responses at any time prior to selecting the partner, without thereby incurring any liability to the affected bidder or Business Associate/OEM/authorized partner or distributor of OEM or without any obligation to inform the affected bidder or bidders about the grounds for RailTel's action.

# 3.3 EOI response Document

The bidder is expected to examine all instructions, forms, terms and conditions and technical specifications in the bidding documents. Submission of bids, not substantially responsive to the bidding document in every aspect will be at the bidder's risk and may result in rejection of its bid without any further reference to the bidder.

All pages of the documents shall be signed by the bidder including the closing page in token of his having studies the EOI document and should be submitted along with the bid.

# 3.4 Period of Validity of bids and Bid Currency

Bids shall remain valid for 180 days from the date of submission.

#### 3.5 Bidding Process

The bidding process as defined in para 9.

#### 3.6 Bid Earnest Money (EMD)

- 3.6.1 The Business Associate shall furnish a sum as given in EOI Notice via online transfer from any scheduled bank in India in favor of "RailTel Corporation of India Limited" along with the offer.
- 3.6.2 Offers not accompanied with valid EOI Earnest Money Deposit and Tender Fee shall be summarily rejected.

- 3.6.3 EMD and Tender Fees will be deposited in the form of Online Bank Transfer.
- 3.6.4 The validity of such EMD shall be maintained till the finalization of end Customer RFP/Tender i.e. award of order and till submission of Performance Guarantee of requisite value required by end customer on back-to-back basis.
- 3.6.5 **Return of EMD for unsuccessful Business Associates:** Final EMD of the unsuccessful Business Associate shall be returned without interest after completion of EOI process (i.e. after pre-bid agreement is signed with the selected partner)
- 3.6.6 **Return of EMD for successful Business Associate:** Final Earnest Money Deposit if applicable of the successful bidder will be discharged / returned as promptly as possible after the receipt of RailTel's EMD/BG from the Customer and or on receipt of Security Deposit Performance Bank Guarantee as applicable (clause no. 4.7) from Business Associate whichever is later.
- 3. 6. 6. 1 The EOI EMD may be forfeited and or penal action shall be initiated if a Business Associate withdraws his offer or modifies the terms and conditions of the offer during validity period.
- 3.7 Security Deposit / Performance Bank Guarantee (PBG)
- 3.7.1 In case the bid is successful, the PBG of requisite amount proportionate to the agreed scope of the work will have to be submitted to RailTel. (5% of the PO Value)
- 3.7.2 As per work share arrangements agreed between RailTel and Business Associate the PBG will be proportionately decided and submitted by the selected Business Associate.
- 3.8 Last date & time for Submission of EOI response

EOI response must be submitted to RailTel at the email address specified in the preamble not later than the specified date and time mentioned in the preamble.

#### 3.9 Modification and/or Withdrawal of EOI response

EOI response once submitted will treated, as final and no modification will be permitted except with the consent of the RailTel. No Business Associate shall be allowed to withdraw the response after the last date and time for submission.

The successful Business Associate will not be allowed to withdraw or back out from the response commitments. In case of withdrawal or back out by the successful business associate, the Earnest Money Deposit shall be forfeited, and all interests/claims of such Business Associate shall be deemed as foreclosed.

# 3. 10 Clarification of EOI Response

To assist in the examination, evaluation and comparison of bids the purchaser may, at its discretion, ask the Business Associate for clarification. The response should be in writing and no change in the price or substance of the EOI response shall be sought, offered or permitted.

# 3. 11 Period of Association/Validity of Agreement

RailTel will enter into agreement with selected bidder with detailed Terms and conditions.

# 4. Pre-Qualification Criteria for Bidding Business Partner of RailTel

S No.	Particulars	Criteria for Tender Package
1	Legal Entity: The bidder must be a registered company/partnership firm/proprietorship in India.  (BA's LOA should not be expired on date of submission of proposal and should have at least 3 years of operations in India as on bid submission date.)	<ol> <li>Certificate of Incorporation</li> <li>Valid Empanelment letter issued by RailTel</li> <li>GST Registration</li> <li>PAN Card</li> </ol>
2	Average Annual Financial turnover of the bidder during last 3 financial years, ending 31st March of previous financial year i.e. 2024-25 should be Rs. 05 Crore.	Audited Financial Statements / CA Certificate
3	<b>Net worth:</b> Bidder must have Positive Net Worth as on bid submission date.	Audited Financial Statements / CA Certificate
4	Experience: The bidder must have executed at least 1 similar supply & installation projects for government/PSU clients in the last 5 years.  Similar Experience: The Bidder should have successfully completed IT/ITES Project of worth Rs. 2 Crore+  Definition of Similar Project: Supply & commissioning of CCTV/Video Conferencing/supply & Installation of IT Hardware like Router, switches, Hub Firewalls etc. as part of PO.  Experience of having successfully completed or partially completed of worth 2crore+, works during last 5 years.  (For partially completed project payment received will be considered as proof.)	PO copy and respective service completion certificate.
5	Certification: Certificate ISO 9001:2015	Valid copy of Certificate
6	<b>Manufacturers Authorization Form</b> : The bidder must provide manufacturer's authorization forms for the VC solution (VC endpoint and TV).	

7	<b>Blacklisting Declaration</b> : The bidder should not have been blacklisted by any government agency in India on the bid submission date.	Undertaking on company's letter head
8	<b>Local Office Presence</b> : Bidder should have a service centre or support presence in Chhattisgarh (own or through partner/OEM).	Address proof or declaration with contact details
9	<b>Escalation Matrix for Service Support:</b> Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.	Escalation matrix document

S	Particulars	Criteria for Tender Package
No.	raruculars	(Mandatory Compliance & Document Submission)
B)	Annexures	
1	Annexure 1	Covering Letter: Self-certification duly signed by authorized signatory on company letter head.
2	Annexure 2	The Bidder should agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted.
	Annexure 2	Self-certification duly signed by authorized signatory on company letter head.
3	Annexure 3	An undertaking signed by the Authorized Signatory of the company to be provided on letter head. The Bidder should not have been blacklisted / debarred by any Governmental / Non-Governmental Organization in India as on bid submission date.
4	Annexure-4	Format for Affidavit to be uploaded by BA along with the tender documents.
5	Annexure-5	Non-disclosure agreement with RailTel.
6	Annexure-6	Tender Document
7	Annexure-7	BOQ of the RFP document. Price Bid Format to be submitted in separate password protected pdf.
8	Annexure-8	Power of Attorney <b>or</b> Board Resolution in favor of one of its employees who will sign the Bid Documents.
9	Additional Documents to be Submitted	Refer Annexure -6 (Tender/RFP document) Technical & Commercial Proposal with overview of the project with strength of the Partner.

#### **5.** Bidder's Profile

The bidder shall provide the information in the below table:

S. No.	ITEM	Details
1.	Full name of bidder's firm	
2.	Full address, telephone numbers, fax numbers, and email address of the primary office of the organization / main / head / corporate office	
3.	Name, designation and full address of the Chief Executive Officer of the bidder's organization as a whole, including contact numbers and email Address	
4.	Full address, telephone and fax numbers, and email addresses of the office of the organization dealing with this tender	
5.	Name, designation and full address of the person dealing with the tender to whom all reference shall be made regarding the tender enquiry. His/her telephone, mobile, Fax and email address	
6.	Bank Details (Bank Branch Name, IFSC Code, Account number)	
7.	GST Registration number	

# **6.** Evaluation Criteria

- 6.1 The Business Associates are first evaluated on the basis of the Pre-Qualification Criteria as per clause 5 above.
- 6.2 The Business Associate who meets all the Pre-qualification criteria, their price bid will be evaluated. The Lowest (L1) price bidder will be selected and entered into agreement with for delivery of the work on back-to-back basis for the agreed scope of work.
- 6.3 RailTel reserves the right to further re-negotiate the prices with eligible L1 bidder. Selected bidder must ensure the best commercial offer to RailTel to offer the most winnable cost to customer.
- 6.4 RailTel also reserves the right to accept or reject the response against this EOI, without assigning any reasons. The decision of RailTel is final and binding on the participants. The RailTel evaluation committee will determine whether the proposal/information is complete in all respects and the decision of the evaluation committee shall be final. RailTel may at its discretion assign lead factor to the Business associate as per RailTel policy for shortlisting partner against this EOI. RailTel also reserves the right to negotiate the price with the selected bidder.

6.5 All General requirement mentioned in the Technical Specifications are required to be complied. The solution proposed should be robust and scalable.

# **7.** Payment terms

- 7.1 RailTel shall make payment to selected Business Associate after receiving payment from Customer for the agreed scope of work. In case of any penalty or deduction made by customer for the portion of work to be done by BA, same shall be passed on to Business Associate.
- 7.2 All payments by RailTel to the Partner will be made after the receipt of payment by RailTel from end Customer organization.

#### **8.** SLA

The selected bidder will be required to adhere to the SLA matrix if/as defined by the end Customer. SLA breach penalty will be applicable proportionately on the selected bidder, as specified by the end Customer. The SLA scoring and penalty deduction mechanism for in-scope of work area shall be followed as specified by the customer. All associated clarifications, responses to queries, revisions, addendum and corrigendum, associated Prime Services Agreement (PSA)/ MSA/ SLA also included. Any deduction by Customer from RailTel payments on account of SLA breach which is attributable to Partner will be passed on to the Partner proportionately based on its scope of work.

#### **9.** Other Terms and Conditions

Any other terms and conditions in relation to SLA, Payments, PBG etc. will be as per the PO/agreement/Work Order/RFP of the end customer.

Note: Depending on RailTel's business strategy RailTel may choose to work with Partner who is most likely to support in submitting a winning bid.

# **Annexure 1: Format for COVERING LETTER**

COVERING LETTER (To be on company letter head)

EoI Reference No:	Date:
To,	
RailTel Corporation of India Ltd. Plot No. 17, First Floor, Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P 462039	
Dear Sir, SUB: Participation in the EoI process	
released by your	or EoI document bearing the ref. no. esteemed organization, we, undersigned, hereby r to participate in conformity with the said Invitation
If our application is accepted, we undertake t the said Invitation for EoI document.	o abide by all the terms and conditions mentioned in
response to the said Invitation for EoI doc	nd supporting documents furnished as a part of our ument, are true to the best of our knowledge. We bund in the information submitted by us, our EoI is
We hereby Submit EMD amount of RsBank	
Authorized Signatory	
Name	
Designation	

#### Annexure 2: Format for Self-Certificate & Undertaking

Self-Certificate (To be on company letter head)

EoI Reference No:	Date:

To,

RailTel Corporation of India Ltd. Plot No. 17, First Floor, Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P. - 462039

Dear Sir,

#### **Sub: Self Certificate for Tender, Technical & other compliances**

- 1) Having examined the Technical specifications mentioned in this EOI & end customer tender, we hereby confirm that we meet all specification.
- 2) We agree to abide by all the technical, commercial & financial conditions of the end customer RFP for which EOI is submitted (except pricing, termination & risk purchase rights of the RailTel). We understand and agree that RailTel shall release the payment to selected BA after the receipt of corresponding payment from end customer by RailTel. Further we understand that in case selected BA fails to execute assigned portion of work, then the same shall be executed by RailTel through third party or departmentally at the risk and cost of selected BA.
- 3) We agree to abide by all the technical, commercial & financial conditions of the end customer's RFP for the agreed scope of work for which this EOI is submitted.
- 4) We hereby agree to comply with all OEM technical & Financial documentation including MAF, Technical certificates/others as per end-to-end requirement mentioned in the end customer's RFP. We are hereby enclosing the arrangement of OEMs against each of the BOQ item quoted as mentioned end customer's RFP. We also undertake to submit MAF and other documents required in the end Customer organization tender in favour of RailTel against the proposed products.
- 5) We hereby undertake to work with RailTel as per end customer's RFP terms and conditions. We confirm to submit all the supporting documents constituting/ in compliance with the Criteria as

- required in the end customer's RFP terms and conditions like technical certificates, OEM compliance documents.
- 6) We understand and agree that RailTel is intending to select a BA who is willing to accept all terms & conditions of end customer organization's RFP for the agreed scope of work. RailTel will strategies to retain scope of work where RailTel has competence.
- 7) We hereby agree to submit that in case of being selected by RailTel as BA for the proposed project (for which EOI is submitted), we will submit all the forms, appendix, relevant documents etc. to RailTel that is required and desired by end Customer well before the bid submission date by end customer and as and when required.
- 8) We hereby undertake to sign Pre-Bid Agreement and Non-Disclosure Agreement with RailTel on a non-judicial stamp paper of Rs. 100/- in the prescribed Format.

Authorized Signatory Name & Designation

# **Annexure 3: Undertaking for not Being Blacklisted/Debarred**

	<on company="" head="" letter=""></on>
То,	
RailTel Corporation of Plot No. 17, First Floo Raghunath Nagar, Near Shahpura Thana, Bhopal, M.P 462039	r,
Subject: Undertaking t	For not Being Blacklisted/Debarred
hereby declares that th	, having its registered office at address at the Company has not been blacklisted/debarred by any Governmental / Non-zation in India for past 3 Years as on bid submission date.
Date and Place	
Authorized Signatory'	s Signature:
Authorized Signatory's	s Name and Designation:
Bidder's Company Se	al:

# **Annexure 4: Format of Affidavit**

# FORMAT FOR AFFIDAVIT TO BE UPLOADED BY BA ALONGWITH THE EOI DOCUMENTS

1.

2.

3.

4.

5.

6.

7.

(To be executed in presence of Public notary on non-judicial stamp paper of the value of Rs. 100/
The paper has to be in the name of the BA) **
I(Name and designation) ** appointed as the attorney/authorized
signatory of the BA (including its constituents),
M/s(hereinafter called the BA) for the purpose of the EOI
documents for the work ofas per the EOI No.
of (RailTel Corporation of India Ltd.), do hereby solemnly affirm and state on the
behalf of the BA including its constituents as under:
I/we the BA (s), am/are signing this document after carefully reading the contents.
I/we the BA(s) also accept all the conditions of the EOI and have signed all the pages in confirmation thereof.
I/we hereby declare that I/we have downloaded the EOI documents from RailTel website
www.railtelindia.com. I/we have verified the content of the document from the website and there is
no addition, no deletion or no alternation to be content of the EOI document. In case of any
discrepancy noticed at any stage i.e. evaluation of EOI, execution of work or final payment of the
contract, the master copy available with the RailTel Administration shall be final and binding upon
me/us.
I/we declare and certify that I/we have not made any misleading or false representation in the forms,
statements and attachments in proof of the qualification requirements.
statements and attachments in proof of the quantication requirements.
I/we also understand that my/our offer will be evaluated based on the documents/credentials submitted
along with the offer and same shall be binding upon me/us.
I/we declare that the information and documents submitted along with the EOI by me/us are correct
and I/we are fully responsible for the correctness of the information and documents, submitted by us.
I/we undersigned that if the certificates regarding eligibility criteria submitted by us are found to be
forged/false or incorrect at any time during process for evaluation of EOI, it shall lead to forfeiture
of the EOI EMD besides banning of business for five years on entire RailTel. Further, I/we (insert
name of the BA) **and all my/our constituents
understand that my/our constituents understand that my/our offer shall be summarily rejected.

8.	I/we also understand that if the certificates submitted by us are found to be false/forged or incorrect at any time after the award of the contract, it will lead to termination of the contract, along with forfeiture of EMD/SD and Performance guarantee besides any other action provided in the contract including banning of business for five years on entire RailTel.
	DEPONENT SEAL AND SIGNATURE OF THE BA
VI	ERIFICATION
	I/We above named EOI do hereby solemnly affirm and verify that the contents of my/our above affidavit are true and correct. Nothing has been concealed and no part of it is false.
	DEPONENT SEAL AND SIGNATURE OF THE BA
Place Dat	
	**The contents in Italics are only for guidance purpose. Details as appropriate, are to be filled in suitably by BA. Attestation before Magistrate/Notary Public.

#### **Annexure-5**: Non-Disclosure Agreement (NDA) Format

## **NON-DISCLOSURE AGREEMENT**

This Non-Disclosure Agreement (this "Agreement") is	s made and entered into on thisday
of, 2024 (the " <i>Effective Date</i> ") at	By
and between	•
RailTel Corporation of India Limited, (CIN: L642	02DL2000GOI107905), a Public Secto
Undertaking under Ministry of Railways, Govt. of India, l	having its registered and corporate office a
Plate-A, 6th Floor, Office Block, Tower -2, East Kidw	
referred to as 'RailTel'), which expression shall unle	• • •
thereof, deem to mean and include its successors and it	1 6
And	
) (CIN:	), a company duly incorporated
under the provisions of Companies Act,	having its registered office at
	_, (hereinafter referred to as ''),
which expression shall unless repugnant to the context	or meaning thereof, deem to mean and
include its successors and its permitted assignees of O	
RailTel andshall be individually referred to as	
WHEREAS, RailTel and, each possesses co	
related to its business activities, including, but not li	
confidential or proprietary under Section 2 of this Agreen	
information, patents, copyrights, trade secrets, know	<del>_</del>
specifications, engineering, business and marketing stratestrategies, formulas, procurement requirements, vo	
techniques, sketches, drawings, models, processes, app	paratus, equipment, algorithms, software
programs, software source documents, product designs	s and the like, and third party confidentia
information (collectively, the "Information");	
WHEREAS, the Parties have initiated discussions re-	egarding a possible business
relationship for	
WHEREAS, each Party accordingly desires to disclose	e certain Information (each Party, in such
disclosing capacity, the "Disclosing Party") to the other Pa	arty (each Party, in such receiving capacity,
the "Receiving Party") subject to the terms and conditi	ions of this Agreement.
NOW THEREFORE, in consideration of the receipt	of certain Information, and the mutua
promises made in this Agreement, the Parties, intendi	ing to be legally bound, hereby agree as
follows:	
Downitted Use	

#### <u>Permitted Use.</u>

Receiving Party shall:

hold all Information received from Disclosing Party in confidence; use such Information for the purpose of evaluating the possibility of entering into a commercial arrangement between the Parties concerning such Information; and restrict disclosure of such Information to those of Receiving Party's officers, directors, employees, affiliates, advisors, agents and consultants (collectively, the "Representatives") who the Receiving Party, in its reasonable discretion, deems need to know such Information, and are bound by the terms and conditions of (1) this Agreement, or (2) an agreement with terms and conditions substantially similar to those set forth in this Agreement.

The restrictions on Receiving Party's use and disclosure of Information as set forth above shall not apply to any Information that Receiving Party can demonstrate: is wholly and independently developed by Receiving Party without the use of Information of Disclosing Party; at the time of disclosure to Receiving Party, was either (A) in the public domain, or (B) known to Receiving Party; is approved for release by written authorization of Disclosing Party; or is disclosed in response to a valid order of a court or other governmental body in the India or any political subdivision thereof, but only to the extent of, and for the purposes set forth in, such order; provided, however, that Receiving Party shall first and immediately notify Disclosing Party in writing of the order and permit Disclosing Party to seek an appropriate protective order.

(c) Both parties further agree to exercise the same degree of care that it exercises to protect its own Confidential Information of a like nature from unauthorized disclosure, but in no event shall a less than reasonable degree of care be exercised by either party.

#### Designation.

Information shall be deemed confidential and proprietary and subject to the restrictions of this Agreement if, when provided in:

written or other tangible form, such Information is clearly marked as proprietary or confidential when disclosed to Receiving Party; or oral or other intangible form, such Information is identified as confidential or proprietary at the time of disclosure.

<u>Cooperation</u>. Receiving Party will immediately give notice to Disclosing Party of any unauthorized use or disclosure of the Information of Disclosing Party.

Ownership of Information. All Information remains the property of Disclosing Party and no license or other rights to such Information is granted or implied hereby. Notwithstanding the foregoing, Disclosing Party understands that Receiving Party may currently or in the future be developing information internally, or receiving information from other parties that may be similar to Information of the Disclosing Party. Notwithstanding anything to the contrary, nothing in this Agreement will be construed as a representation or inference that Receiving Party will not develop products, or have products developed for it, that, without violation of this Agreement, compete with the products or systems contemplated by Disclosing Party's Information.

**No Obligation.** Neither this Agreement nor the disclosure or receipt of Information hereunder shall be construed as creating any obligation of a Party to furnish Information to the other Party or to enter into any agreement, venture or relationship with the other Party.

#### **Return or Destruction of Information.**

All Information shall remain the sole property of Disclosing Party and all materials containing any such Information (including all copies made by Receiving Party) and its Representatives shall be returned or destroyed by Receiving Party immediately upon the earlier of:

termination of this Agreement; expiration of this Agreement; or

Receiving Party's determination that it no longer has a need for such Information.

Upon request of Disclosing Party, Receiving Party shall certify in writing that all Information received by Receiving Party (including all copies thereof) and all materials containing such Information (including all copies thereof) have been destroyed.

**Injunctive Relief**: Without prejudice to any other rights or remedies that a party may have, each party acknowledges and agrees that damages alone may not be an adequate remedy for any breach of this Agreement, and that a party shall be entitled to seek the remedies of injunction, specific performance and/or any other equitable relief for any threatened or actual breach of this Agreement

#### Notice.

Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated:

by personal delivery, when delivered personally; by overnight courier, upon written verification of receipt; or by certified or registered mail with return receipt requested, upon verification of receipt.

Notice shall be sent to the following addresses or such other address as either Party specifies in writing.

# **RailTel Corporation of India limited:**

Attn:		
Address:		
Phone:		
Email.:		
Attn:		
Address:	 _	
Phone:		
Email:		

# Term, Termination and Survivability.

Unless terminated earlier in accordance with the provisions of this agreement, this Agreement shall be in full force and effect for a period of \_\_\_\_years from the effective date hereof.

Each party reserves the right in its sole and absolute discretion to terminate this Agreement by giving the other party not less than 30 days' written notice of such termination.

Notwithstanding the foregoing clause 9(a) and 9 (b), Receiving Party agrees that its obligations, shall:

In respect to Information provided to it during the Term of this agreement, shall survive and continue even after the expiry of the term or termination of this agreement; and not apply to any materials or information disclosed to it thereafter.

Governing Law and Jurisdiction. This Agreement shall be governed in all respects solely and exclusively by the laws of India without regard to its conflicts of law principles. The Parties hereto expressly consent and submit themselves to the jurisdiction of the courts of New Delhi. Counterparts. This agreement is executed in duplicate, each of which shall be deemed to be the original and both when taken together shall be deemed to form a single agreement No Definitive Transaction. The Parties hereto understand and agree that no contract or agreement with respect to any aspect of a potential transaction between the Parties shall be

agreement with respect to any aspect of a potential transaction between the Parties shall be deemed to exist unless and until a definitive written agreement providing for such aspect of the transaction has been executed by a duly authorized representative of each Party and duly delivered to the other Party (a "*Final Agreement*"), and the Parties hereby waive, in advance, any claims in connection with a possible transaction unless and until the Parties have entered into a Final Agreement.

# **Settlement of Disputes:**

The parties shall, at the first instance, attempt to resolve through good faith negotiation and consultation, any difference, conflict or question arising between the parties hereto relating to or concerning or arising out of or in connection with this agreement, and such negotiation or consultation shall begin promptly after a Party has delivered to another Party a written request for such consultation.

In the event of any dispute, difference, conflict or question arising between the parties hereto, relating to or concerning or arising out of or in connection with this agreement, is not settled through good faith negotiation or consultation, the same shall be referred to arbitration by a sole arbitrator.

The sole arbitrator shall be appointed by CMD/RailTel out of the panel of independent arbitrators maintained by RailTel, having expertise in their respective domains. The seat and the venue of arbitration shall be New Delhi. The arbitration proceedings shall be in accordance with the provision of the Arbitration and Conciliation Act 1996 and any other statutory amendments or modifications thereof. The decision of arbitrator shall be final and binding on both parties. The arbitration proceedings shall be conducted in English Language. The fees and cost of arbitration shall be borne equally between the parties.

#### CONFIDENTIALITY OF NEGOTIATIONS

Without the Disclosing Party's prior written consent, the Receiving Party shall not disclose to any Person who is not a Representative of the Receiving Party the fact that Confidential Information has been made available to the Receiving Party or that it has inspected any portion of the Confidential Information or that discussions between the Parties may be taking place.

#### REPRESENTATION

The Receiving Party acknowledges that the Disclosing Party makes no representation or warranty as to the accuracy or completeness of any of the Confidential Information furnished by or on its behalf. Nothing in this clause operates to limit or exclude any liability for fraudulent misrepresentation.

#### ASSIGNMENT

Neither this Agreement nor any of the rights, interests or obligations under this Agreement shall be assigned, in whole or in part, by operation of law or otherwise by any of the Parties without the prior written consent of each of the other Parties. Any purported assignment without such consent shall be void. Subject to the preceding sentences, this Agreement will be binding upon, inure to the benefit of, and be enforceable by, the Parties and their respective successors and assigns. its Affiliates to advise their Representatives, contractors, subcontractors and licensees, of the obligations of confidentiality and non-use under this Agreement, and shall be responsible for ensuring compliance by its and its Affiliates' Representatives, contractors, subcontractors and licensees with such obligations. In addition, each Party shall require all persons and entities who are not employees of a Party and who are provided access to the Confidential Information, to execute confidentiality or non-disclosure agreements containing provisions no less stringent than those set forth in this Agreement. Each Party shall promptly notify the other Party in writing upon learning of any unauthorized disclosure or use of the Confidential Information by such persons or entities.

#### **NO LICENSE**

Nothing in this Agreement is intended to grant any rights to under any patent, copyright, or other intellectual property right of the Disclosing Party, nor will this Agreement grant the Receiving Party any rights in or to the Confidential Information of the Disclosing Party, except as expressly set forth in this Agreement.

#### **RELATIONSHIP BETWEEN PARTIES:**

Nothing in this Agreement or in any matter or any arrangement contemplated by it is intended to constitute a partnership, association, joint venture, fiduciary relationship or other cooperative entity between the parties for any purpose whatsoever. Neither party has any power or authority to bind the other party or impose any obligations on it and neither party shall purport to do so or hold itself out as capable of doing so.

#### 20: UNPULISHED PRICE SENSITIVE INFORMATION (UPSI)

agrees and acknowledges that,	its Partners,
employees, representatives etc., by virtue of being associated with RailTel an	nd being in
frequent communication with RailTel and its employees, shall be deemed to be	"Connected
Persons" within the meaning of SEBI (Prohibition of Insider Trading) Regulation	s, 2015 and
shall be bound by the said regulations while dealing with any confidential ar	nd/ or price
sensitive information of RailTel shall always and a	at all times
comply with the obligations and restrictions contained in the said regulations. In	terms of the
said regulations, shall ab	oide by the
restriction on communication, providing or allowing access to any Unpubl	ished Price
Sensitive Information (UPSI) relating to RailTel as well as restriction on trading	of its stock
while holding such Unpublished Price Sensitive Information relating to RailTel	

MISCELLANEOUS. This Agreement constitutes the entire understanding among the Parties as to the Information and supersedes all prior discussions between them relating thereto. No amendment or modification of this Agreement shall be valid or binding on the Parties unless made in writing and signed on behalf of each Party by its authorized representative. The failure or delay of any Party to enforce at any time any provision of this Agreement shall not constitute a waiver of such Party's right thereafter to enforce each and every provision of this Agreement. In the event that any of the terms, conditions or provisions of this Agreement are held to be illegal, unenforceable or invalid by any court of competent jurisdiction, the remaining terms, conditions or provisions hereof shall remain in full force and effect. The rights, remedies and obligations set forth herein are in addition to, and not in substitution of, any rights, remedies or obligations which may be granted or imposed under law or in equity. IN WITNESS WHEREOF, the Parties have executed this Agreement on the date set forth above.

	_:	RailTel Corporation of India Limited:
By	-	By
Name: Title:		Name: Title:

Witnesses

Annexure-6  RFP - Selection of System Integrator for Implementation of Video Conferencing Solution.		



# REQUEST FOR PROPOSAL (RFP)

# For

# Procurement, Delivery, and Installation of Video Conferencing Solution and TVs in Chhattisgarh under CGSWAN

# Chhattisgarh infotech Promotion Society (CHiPS)



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

Tel.: +91-771-4014158

Email:ceochips@nic.in, Website:www.chips.gov.in

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#### **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as "RFP") document provided to the Bidders, by the Chhattisgarh Infotech Promotion Society Raipur, hereinafter referred to as CHiPS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this RFP document and all other terms and conditions subject to which such information is provided.

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

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

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

# **FACT SHEET**

S. No	Particular	Details
1	Name of the Assignment	Procurement, Delivery, and Installation of Video Conferencing Solution and TVs in Chhattisgarh under CGSWAN
2	Tender Issuing Authority	CEO, Chhattisgarh Infotech Promotion Society (CHiPS), Raipur
3	Tender Reference No. and date	175621/CEO/CHiPS/CGSWAN/VCS/2025
4	Mode of Selection	Lowest Commercial Quote (L1)
5	Availability of Tender Document	E-procurement portal
6	Bid Submission Start Date	15 <sup>th</sup> Sep 2025
7	Pre-Bid Meeting	22 <sup>nd</sup> Sep 2025, 11:30 AM, and Mode - Physical
8	Last Date and Time for Submission	15 <sup>th</sup> Oct 2025 17:00 Hrs
9	Opening of Bids	15 <sup>th</sup> Oct 2025 18:00 Hrs
10	Opening of Financial Bids	Will be notified later
11	EMD Amount	₹ 4,00,000/- (Four Lakh Rupees only)
12	Validity of Bids	180 days from the date of opening of bid
13	Rate Validity	1 Years
14	Contact Details for Communication	CEO, CHiPS, State Data Centre Building, Near Police Control Room, Civil Lines, Raipur – 492001 Email: <a href="mailto:ceochips@nic.in">ceochips@nic.in</a>
15	Tender Inviting Website	https://www.chips.gov.in
16	Project Locations	33 District Offices across Chhattisgarh

#### 1. INTRODUCTION

#### **ABOUT CHIPS**

CHiPS, a Registered Society promoted by the Government of Chhattisgarh, is the nodal agency and prime mover for propelling IT growth and implementation of IT plans in the State. The Hon'ble Chief Minister heads the High-Powered Governing Council of CHiPS It includes the Minister for Finance & Commercial Taxes, Minister for Commerce & Industry, Minster 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 e-Procurement, SWAN, e-District, Bhuiyan, Wi-Fi enablement in Government offices and advisory services to CM Secretariat, Bharatnet, and GIS. A professional approach is being adopted for the implementation of IT Projects using the services of e-governance experts and consultants from corporate and academia.

# ABOUT THIS REQUEST FOR PROPOSAL (RFP)

Chhattisgarh Infotech Promotion Society (CHiPS), the nodal agency for e-Governance in the State of Chhattisgarh, invites bids from eligible vendors for the supply, delivery, installation, and commissioning of Video Conferencing (VC) Solution along with LED TVs at 33 designated locations across Chhattisgarh.

#### 2. SCOPE OF WORK

Chhattisgarh Infotech Promotion Society (CHiPS) intends to procure, deliver, install, and commission complete Video Conferencing (VC) Solutions and 65-inch LED Smart TVs at 33 designated locations across various districts in Chhattisgarh.

The selected bidder shall be responsible for providing an end-to-end solution including supply, transportation, safe delivery, on-site installation, testing, user training, and post-installation support.

# 1.1 Detailed Responsibilities of the Selected Vendor

The scope of work includes, but is not limited to, the following:

#### 1. Supply of Equipment:

- Full HD Video Conferencing Endpoints with codec, PTZ camera, microphone, remote, cables, and accessories.
- o 65-inch or higher UHD 4K Smart LED TVs, compatible with VC endpoints.
- o Heavy-duty wall mount brackets for TVs.

#### 2. **Delivery:**

- Site-wise delivery of all equipment to 33 designated government offices across the state.
- Proper packaging, handling, and insurance of materials during transit to prevent any damage.

# 3. Installation & Configuration:

- Unboxing, wall mounting of TVs, and setup of VC systems as per provided guidelines.
- Electrical & cable management to ensure a professional finish.
- o Configuration of VC endpoints with the existing LAN/internet infrastructure.
- Demonstration of end-to-end functioning including video, audio, and network connectivity.
- Synchronization with CHiPS/Department's VC platform or bridging solution, if applicable.

#### 4. Testing & Sign-Off:

- o Site-wise testing of all components for functionality and quality assurance.
- o Obtain installation and acceptance certificates signed by the designated nodal officer.

#### 5. Documentation:

o Preparation of asset tags, installation reports, and user manuals for each site.

 Submission of a consolidated project completion report with serial numbers, installation dates, and warranty details.

# 6. Training & Support:

- o Provide on-site training to end-users on how to operate the VC system.
- o Provide operational manuals and OEM documentation.
- o Assign support contacts for each zone.

#### 7. Warranty:

- o The bidder must provide a **comprehensive onsite warranty for 3 years** for all supplied components including VC endpoints, TVs, and accessories.
- Ensure prompt resolution of any hardware or software issues reported during the warranty period.
- Faulty equipment must be repaired or replaced within 7 working days of complaint logging.

# 8. Buyback of Old Equipment:

- o Dismantling of existing VC and TV equipment at all 27 sites (if directed).
- Buyback, transportation, and disposal of old hardware as per the approved buyback offer.

# 9. Scope of Operations & Maintenance Services

The Service Provider shall be responsible for comprehensive Operations & Maintenance (O&M) services for a period of 3 years post-installation, including but not limited to:

# Monitoring & Ensuring Uptime:

- o Maintain system uptime of 99.5% per device on a quarterly basis.
- o Monitor performance metrics and logs in real-time or through scheduled checks.

# • Incident Management:

- o Timely response and resolution of issues based on predefined severity levels.
- o Logging, categorizing, and tracking all incidents and outages.

#### • Preventive Maintenance:

- Conduct preventive maintenance activities as per manufacturer's guidelines and agreed schedule.
- Document all PM activities with status and observations.

#### • Corrective Maintenance:

- o Promptly address any breakdowns or malfunctions reported during the O&M period.
- o Replace faulty hardware/software components as required.

#### Quarterly Reporting:

- Submit a Quarterly O&M Report within 7 calendar days of the end of each quarter,
   covering:
  - Uptime and downtime logs per device/site,
  - Incident and ticket logs,
  - Response and resolution time analysis,
  - Preventive maintenance status.

Note: O&M payments are subject to the submission and approval of this report.

# • Compliance with SLA:

- Meet all defined Service Level Objectives (SLOs) related to uptime, response time, and resolution time.
- Accept service credits/penalties as defined in the SLA penalty structure for noncompliance.

# 3. Bill of Materials (BoM)

S. No	Item Description	Qty	Remarks
1	VC Endpoint (Full HD) Solution with Camera, Mic, Codec, Remote, and necessary cables with Installation & Commissioning Charges	33	Must support SIP, H.323, dual display
2	65-inch LED Smart TV (UHD/4K) with Installation & Commissioning Charges	33	Wall-mount kit included

# 4. Eligibility Criteria

Bidders must meet the following eligibility conditions to participate in the tender:

S. No	Criteria	Supporting Documents Required
1	<b>Legal Entity</b> : The bidder must be a registered company/partnership firm/proprietorship in India.	Copy of Certificate of Incorporation / Registration Certificate
2	Certification: Certificate ISO 9001:2015/TL 9000	Valid copy of Certificate

S. No	Criteria	Supporting Documents Required
	<b>Experience</b> : The bidder must have executed at least 1 similar supply & installation projects of Video Conferencing system for government/PSU clients in the last 5 years.	
3	Similar Experience: The Bidder should have successfully completed at least 1 Single order worth more than 26 VC system/ 170 Lakhs or 2 projects of 20 VC System/ 126 Lakhs or 3 Projects of 13 VC System/84 Lakhs of Video Conferencing each for Government/PSU/Nationalized Bank.	Work Orders / Completion Certificates
	Definition of Similar Project: Supply of Video Conferencing	
	Experience of having successfully completed similar works during last 5 years.	
4	<b>Turnover</b> : The bidder must have a minimum average annual turnover of ₹ 5 crore of the last 3 financial years.	Audited Financial Statements / CA Certificate
5	<b>Net worth:</b> Bidder must have Positive Net Worth as on bid submission date	Audited Financial Statements / CA Certificate
6	<b>Manufacturers Authorization Form</b> : The bidder must provide manufacturer's authorization forms for the VC solution (VC endpoint and TV).	Valid MAF
7	<b>Local Office Presence</b> : Bidder should have a service centre or support presence in Chhattisgarh (own or through partner/OEM).	Address proof or declaration with contact details
8	<b>Blacklisting Declaration</b> : The bidder should not have been blacklisted by any government agency in India.	Self-declaration on company letterhead
9	<b>GST &amp; PAN</b> : The bidder must have valid GST registration and PAN.	Copies of GST and PAN certificates
10	Escalation Matrix for Service Support: Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support	Escalation matrix document

#### 5. Evaluation Criteria

The selection of the successful bidder will follow a two-stage evaluation process: Pre-Qualification and Financial Evaluation. Financial bids of only those bidders who fulfill all eligibility and compliance requirements will be opened. L1 will be selected based on lowest quote among eligible bids.

#### A. Pre-Qualification Evaluation

- Bidders will be evaluated based on their qualifications, experience, and ability to meet the specified requirements.
- Only bidders who meet the pre-qualification criteria will be considered for the next stage

#### **B.** Financial Evaluation

- Opening of Financial Bids Financial bids will only be opened for bidders who have successfully passed the technical evaluation stage.
- Selection of the L1 Bidder The bidder with the lowest evaluated cost (L1) will be selected as the successful bidder.

# 6. Earnest Money Deposit (EMD)

The bidder shall submit an Earnest Money Deposit (EMD) of ₹4,00,000 (Rupees Four Lakh only) Online on e-procurement.

#### Conditions:

- Bids without EMD shall be summarily rejected.
- The EMD shall remain valid for a period of 180 days from the last date of submission of the bid.
- EMD of unsuccessful bidders shall be refunded without interest within 30 days of finalization of the bid.
- EMD of the successful bidder will be returned only after submission of the Performance Security Deposit.
- CHiPS reserve the right to forfeit the EMD if the bidder withdraws or alters the bid during the bid validity period or fails to sign the contract or furnish performance security if awarded the contract.

# 7. Rate Validity and Quantity Flexibility

• The quoted rates by the bidder shall remain valid for a period of 1 years from the date of signing the contract.

- CHiPS reserve the right to increase or decrease the quantity of any item listed in the Bill of Materials (BoM) as per the actual requirement during the contract period.
- The selected vendor shall be bound to supply and install the items at the quoted unit rates accordingly without any escalation.

# 8. Delivery & Installation Timeline

- Delivery at all sites within 30 days from the date of work order.
- Installation and commissioning to be completed within 14 days post-delivery.

# 9. Warranty & Support

- 3 years onsite comprehensive warranty for both VC Solution and TVs.
- Replacement of faulty hardware within 7 working days of complaint logging.

#### 10. Milestone-Wise Penalties

10.1 To ensure timely execution, the following milestone penalties shall apply in addition to the general Liquidated Damages clause:

Milestone	Timeline	Penalty for Delay	
Delivery of equipment at all locations	Within 30 days from Work Order	0.50% of total work value per week	
Installation & commissioning at all locations	Within 14 days post- delivery	0.50% of contract value per week	
Submission of sign-off / FAT documentation	Within 5 days post- installation	₹1,000 per site per day of delay beyond stipulated time	

**Note:** These penalties shall be imposed cumulatively, but in no case shall the total cumulative penalty exceed 10% of the work order value.

#### 10.2 Exemption Conditions for Partial Deliveries

In the event partial delivery or installation is permitted due to site-specific constraints or force majeure conditions, the following exemptions shall apply:

a. Site Inaccessibility: If any site is inaccessible due to law-and-order issues, natural calamities, elections, or administrative restrictions, the delivery/installation timeline may be extended upon submission of documentary evidence.

b. Departmental Delay: If access to the site or power/network availability is delayed by the concerned department or district administration, the timeline shall be revised proportionally without imposing penalties.

In all such cases, the bidder must notify CHiPS in writing within 3 days of discovering the cause of delay, along with supporting evidence. CHiPS shall review and decide on granting exemption.

# 10.3 Service Credits and Penalties for O&M

Failure to meet the service level objectives (SLOs) will result in service credits issued to the Customer. Penalties will be applied against the monthly or quarterly O&M charges as follows:

SLA Metric	Penalty Event	Penalty Amount
System Uptime	Failure to meet 99.5% quarterly uptime per device	1% of the quarterly payment for that device for every 0.5% drop in availability

### 10.4 Quarterly Maintenance Reporting Requirement

- 1. The Service Provider shall submit a comprehensive quarterly Maintenance report including:
  - Device/system uptime details (per device/site),
  - Incident logs.
  - Response and resolution time records,
  - Status of preventive maintenance activities.
- 2. The Service Provider shall submit a comprehensive Quarterly maintenance Report within seven (7) calendar days of the end of each quarter.
- 3. Quarterly payments shall be released only upon receipt and acceptance of this report. Delays in submission result in withholding of the corresponding quarterly payment until compliance. CHiPS reserve the right to withhold partial or full payment until compliance is achieved

#### 10.5 Operations & Maintenance (O&M) Obligations

The successful bidder shall be responsible for providing Operations & Maintenance (O&M) services for a period of three (3) years post-commissioning, including preventive and corrective

maintenance, monitoring of uptime, timely resolution of issues, and regular reporting as detailed in the Scope of Work.

### 11. Payment Terms

S. No.	Payment Terms	Payment %	Mandatory Documentation
1	Delivery of all equipment	70%	Delivery Challan
	against the work order		
2	Installation, configuration,	21%	Installation report, Final Acceptance
	commissioning and		testing report (FAT format as an
	acceptance testing of all		annexure), and 3 years warranty
	equipment against the work		certificate
	order		
3	Yearly equated payment for	9%	Yearly Maintenance of report
	3 years		

- Payment Method Payments will be made via electronic transfer only.
- Taxes and Deductions Applicable taxes and statutory deductions will be made in accordance with prevailing regulations.

# 12. Performance Bank Guarantee (PBG)

- 1. **Performance Security:** The successful bidder shall furnish a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within 15 (fifteen) days from the date of issuance of the Purchase Order or signing of the Agreement, whichever is earlier.
- 2. **Validity:** The Performance Bank Guarantee shall be valid for a period of 36 months from the date of delivery and installation of equipment, plus an additional 60-day claim period beyond the support/warranty period.
- 3. **Format and Issuing Bank:** The PBG shall be in the format prescribed by the Purchaser and issued by a Scheduled Commercial Bank (excluding cooperative and Gramin banks) operating in Chhattisgarh. The bank guarantee shall be submitted on a non-judicial stamp paper of appropriate value.
- 4. **Purpose:** The Performance Bank Guarantee is intended to ensure satisfactory performance of the obligations (including warranty and support services) under the contract. In case of breach of any terms and conditions, non-performance, or default during the contract period, the Purchaser shall have the right to invoke the PBG, either in full or in part.

5. **Release of PBG:** The Performance Bank Guarantee will be released only after the completion of the full support/warranty period (i.e. 3 years from installation) and upon satisfactory performance certification by the Purchaser.

# 13. Buyback

The bidder shall also quote a buyback value for the existing VC endpoints and LED TVs installed at the 27 designated locations.

# **Buyback Guidelines:**

- The buyback value must be quoted separately in the financial bid.
- CHiPS may choose to accept or reject the buyback value offered.
- The selected bidder must dismantle and collect the old equipment during the installation of the new systems.
- No additional cost will be paid for dismantling or transportation.
- The buyback items will become the property of the vendor upon successful installation of new equipment and issuance of final acceptance certificate.

### 14. Locations of Delivery

A list of 33 district-level offices across Chhattisgarh is provided as Annexure - D in the tender document.

#### 15. Evaluation Methodology

- Eligibility / pre-qualification Bid: Eligibility, product specifications, compliance.
- Financial Bid: Lowest commercial quote (L1) bidders.

### 16. Standard Clauses

#### 16.1 Right to Accept or Reject Any or All Bids

CHiPS reserve the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.

#### 16.2 Arbitration and Jurisdiction

In the event of any dispute or difference arising between the parties with regard to the terms and conditions of this tender or the contract resulting from it, the matter shall be referred to the CEO,

CHiPS for resolution. If the dispute remains unresolved, it shall be settled through arbitration under the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

- The arbitration shall be conducted by a sole arbitrator appointed mutually by both parties.
- The venue of arbitration shall be Raipur, Chhattisgarh, and the proceedings shall be conducted in English.
- The decision of the arbitrator shall be final and binding on both parties.
- The courts at Raipur, Chhattisgarh, shall have exclusive jurisdiction over all legal matters arising out of or relating to this tender or contract.

# 16.3 Confidentiality

The bidder shall treat all information, documents, data, and communications received from CHiPS as confidential and shall not disclose or reproduce such material to any third party without prior written consent from CHiPS.

This obligation shall survive the termination or completion of the contract.

# 16.4 Force Majeure

Neither party shall be held liable for failure to fulfill its obligations under this contract if such failure is caused by circumstances beyond reasonable control including, but not limited to: natural disasters, war, acts of terrorism, pandemics, strikes, or governmental actions.

In such cases:

- The affected party shall inform the other party in writing within 7 days of the occurrence.
- Timelines may be extended without penalty after mutual consultation.

#### 16.5 Termination Clause

CHiPS reserves the right to terminate the contract if:

- The selected bidder fails to deliver as per schedule despite repeated notices.
- There is a breach of contract terms.
- The bidder is found to have submitted false or misleading information.

In such cases, the Performance Bank Guarantee may be forfeited and any payments made may be recovered as per law.

# 16.6 Liquidated Damages (LD)

In case the selected bidder fails to deliver, install, and commission the equipment as per the timelines specified in the tender, **CHiPS reserve the right to levy liquidated damages**.

#### a. Delay in Delivery and Installation:

• As per section 10 - Milestone-Wise Penalties

#### b. LD Recovery:

• The penalty amount will be deducted from the payment due to the vendor or recovered from the Performance Bank Guarantee (PBG) if required.

### c. Force Majeure Exemption:

• Delays arising due to conditions covered under the **Force Majeure Clause** will be exempted from the application of liquidated damages, subject to approval by CHiPS.

#### d. Beyond Maximum LD:

- If the delay exceeds the maximum penalty limit of 10%, CHiPS reserve the right to:
  - o Terminate the contract in whole or in part.
  - Procure the remaining items/services from alternate sources at the risk and cost of the vendor.

#### 16.7 BID SUBMISSION

#### 16.7.1 General

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

# 16.7.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the tender documents carefully. Online submission of the bid/ proposal shall be deemed to have been done after careful study and examination of the tender document with full understanding of its implications
- b) Failure to comply with the requirements of the following points may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this tender.
  - ii. Include all supporting documentations specified in this tender

#### 16.7.3 Pre-Bid Meeting

a) The Bidders may attend the Pre-Bid meeting to be held on (mentioned in fact sheet) to clarify any queries on the RFP

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

- a) The Officer notified by the CEO, CHIPS, will endeavor to provide response to the queries.
- b) At any time prior to the last date for receipt of bids, CHIPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on e-Proc website https://eproc.cgstate.gov.in.
- d) Any such corrigendum shall be deemed to be incorporated into this tender.
- e) CHIPS may, at its discretion, extend the last date as receipt of Proposals.

#### 16.7.5 Right to Terminate the Tender Process

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

#### 16.7.6 TENDER processing Fees

Bidder needs to pay INR 5,000 to for document processing through https://eproc.cgstate.gov.in during bid submission.

### 16.7.7 Submission of Responses

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

#### 16.7.8 Authentication of Bids

A Proposal should be accompanied by a power-of-attorney in the name of the signatory of the Proposal as per Annexure mentioned in this tender.

### 16.7.9 Preparation and Submission of Proposal

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

## 16.7.10 Language

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

#### 16.7.11 Evaluation process

- a) CHIPS will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the CHIPS shall evaluate the responses to the tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarification on their proposals.
- e) The Tender Evaluation Committee reserves the right to reject any or all proposals based on any deviations.
- f) Each of the responses shall be evaluated as per the criterions and requirements specified in his tender.

# 16.7.12 Tender Opening

The bids received will be opened online. Participated bidders can be present online through portal (https://eproc.cgstate.gov.in).

### 16.7.13 Tender Validity

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

#### 16.7.14 Tender Evaluation

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

- b) CHIPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/implementation of the project including management period.
- d) Proposal shall be opened in the presence of bidder's representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.

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

- 1. The bid shall be submitted in three parts, the EMD (Envelope- A), Tech-Commercial Bid (Envelope-B) & the Price Bid. Tech-Commercial Bid (Envelope-C) shall be submitted in e-Procurement Portal.
- a. Earnest money Deposit (EMD) Envelope-A: Bidder must submit EMD of Rs. 4,00,000/(Rs. Four Lakh only) online though e-proc portal.
- b. The Tech-commercial bid-
  - Envelope-B in e-Procurement portal shall contain technical details including feasibility of sites. No alternation / modification in the format shall be permitted. The bidder should enclose relevant technical brochures/ literatures for the item(s) quoted in support of the technical specification quoted and other document as per requirement. The technomercial bid must also contain
    - i. Authorized signatory certificate from the appropriate authority.
    - ii. PROPOSAL COVERING LETTER as per ANNEXURE-J should be duly filled in, signed and complete in all respects.
    - iii. Particulars of the bidders as per ANNEXURE-M. should be duly filled in, signed and complete in all respects
    - iv. Pre Contract Integrity pact as per ANNEXURE-G should be duly filled in, signed and complete in all respects.
    - v. The Technical information of the products being offered along with brochure/ data sheet etc.
    - vi. All other supporting documents as per eligibility criteria mentioned in this RFP. Original tender documents with all pages duly signed and stamped.
    - vii. Valid VAT/CST Certificate copy of bidder.

- 2. The Price bid shall be filled in e-Procurement portal as per format prescribed provided in ANNEXURE-A duly completed in all respects.
- 3. The language for bid submission is English.
- 4. No bid can be modified subsequent to the deadline for submission.
- 5. The Bidders should note that Prices should not be indicated in the Tech-commercial and should be quoted only in the e-Procurement portal. In case the prices are indicated in the Tech-commercial bid, the bid shall stand rejected.
- 6. EMD shall be returned to unsuccessful bidder within 60 days after opening of Financial Bid and EMD of successful bidder will be returned after the submission of PBG and signing of agreement.
- 7. The Performance Bank Guarantee (PBG) of 10% of the contract value must be submitted prior to signing of agreement. All charges whatsoever such as premium; commission etc. with respect to the Performance bank guarantee shall be borne by the selected Bidder.
- 8. The Performance Bank Guarantee shall be valid for contract period plus 60 days.

#### 17. INSTRUCTIONS TO BIDDERS

#### a. BID PRICE

- i. The price schedule should include the price of goods at the site including all duties, sales taxes and other levies if any.
- ii. All specifications should be clearly complied.
- iii. All prices should be in Indian National Rupee (INR) and foreign Bidders should comply with all the rules and regulation of RBI, Excise and Custom at their own cost.

# b. Suppression of facts and misleading information

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

iv. The Tender calls for full copies of documents to prove the Bidder's experience and capacity to undertake the project.

#### C. Tech-Commercial Bid Evaluation

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

#### D. Price Bid Evaluation

- i. The price bid for Bidders who are qualified in Tech- Commercial Bid (Envelope-B) only will be opened. The Bids received from the Bidders shall be opened online. The opening of the Bids shall be carried out online in the physical presence of the designated representatives of CHIPS and the Bidders. However, this RFP does not mandate the physical presence of the Bidders. The absence of the physical presence of the Bidders shall in no way affect the outcome of the evaluation of the Bids.
- ii. CHIPS shall subsequently examine and evaluate the Bids in accordance with the provisions set out in this document. To facilitate evaluation of Bids, CHIPS may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Bid
- iii. The Price evaluation will include all Duties and Taxes.
- iv. In cases of discrepancy between the cost quoted in Words and in Figures, cost quoted in words will be considered.
- v. In evaluation of the price of an imported item, the price will be determined inclusive of the customs duty.
- vi. In evaluation of the price of articles which are subject to excise duty, the price will be determined inclusive of such excise duty.
- vii. In a tender where all the tenders are from within the State of Chhattisgarh, or where all the tenders are from outside the State of Chhattisgarh, the sales tax shall be included for the evaluation of the price; and
- viii. Price evaluation will be Inclusive of all Taxes and Delivery charge up to respective location of Chhattisgarh,
  - ix. The lowest cost for all the equipment as per the evaluation will be declared as L1. CHIPS will not be responsible for any erroneous calculation of tax rates or any subsequent changes in rates or structure of applicable taxes. All differences arising out as above shall be fully borne by the Successful Bidder.
  - x. CHIPS may negotiate with the Lowest Cost offered Bidder (L1) for further reduction of the price and with L2/L3 in case of feasibility of sites as required.

#### 18. GENERAL TERMS AND CONDITIONS OF THE BID

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

- 1. THE BIDDER IS EXPECTED TO EXAMINE ALL INSTRUCTIONS, forms, terms, and specifications in the bidding documents. Failure to furnish all information required in the bidding documents or submitting a Bid not substantially responsive to the bidding documents in any respect may result in the rejection of the Bid.
- **2. THE BIDDER SHALL BEAR ALL THE COSTS** associated with the preparation and submission of its bid, and CHIPS in no case will be responsible or liable for these costs, regardless of conduct or outcome of bidding process.
- **3. PROFESSIONAL EXCELLENCE AND ETHICS**. Tendering Authority requires that all Bidders participating in this Bid adhere to the highest ethical standards, both during the selection process and throughout the execution of the contract.
- 4. CURRENCY OF FINANCIAL PROPOSAL shall be made in Indian Rupees (INR) only.
- **5. FAILURE OF THE SUCCESSFUL BIDDER** to comply with all the requirements shall constitute sufficient grounds for the annulment of the award, in which event CHIPS may make the award to the next lowest evaluated bidder or call for new
- **6. AMENDMENT/CANCELLATION**: The Tendering Authority reserves the right to cancel this Tender at any time without any obligation to the Bidders. The Tendering Authority at any time, prior to the deadline for submission of Proposals, may amend the Tender by issuing an addendum in writing or by standard electronic means. The addendum will be binding on all the Bidders. Bidders shall acknowledge receipt of all amendments. To give Bidders reasonable time to take an amendment into account in their Proposals, the Tendering Authority may, if the amendment is substantial, extend the deadline for the submission of Proposals.
- 7. RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS: The Tendering Authority reserves the right to accept any bid, and to annul the bid process and reject all bids at any time prior to award of contract, without assigning any reason & without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for the action.
- **8.** THE TENDERING AUTHORITY RESERVES THE RIGHT TO ACCEPT ANY BID not necessarily the lowest, reject any bid without assigning any reasons.
- **9. CONDITIONAL BIDS**: If a bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his bid is liable to be summarily rejected. In any case

- none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of bid issued by the Tendering Authority.
- **10. PERIOD OF VALIDITY.** Bids shall remain valid for **180** days after last date for bid submission prescribed by CHIPS which may be extended with mutual consent. A bid valid for a shorter period may be rejected by CHIPS as non-responsive.
- 11. LATE BIDS: Any bid received by the Tendering Authority after the deadline for submission of bids will be rejected and will not to be considered.
- **12. NOTIFICATION OF AWARD:** Prior to the expiration of the period of the bid validity, CHIPS will notify the successful bidder in writing that its bid has been accepted. After notification of award bidder will submit Security deposit in the form of Performance Bank Guarantee and signing of agreement with CHIPS.
- 13. ANY MATTER WHICH HAS NOT BEEN COVERED UNDER THESE PROVISIONS shall be governed as per the provisions of Chhattisgarh State Government Rules.
- **14. ACCEPTANCE TESTING:** The equipment may be tested by CHIPS or CHIPS nominated agency.
- **15. PROPRIETARY RIGHTS:** The supplier shall indemnify the Purchase against all third party claims of infringement of patent, copy right, trademark, license or industrial design rights, software piracy arising from use of goods or any part thereof within India.
- **16. DELAYS IN THE PERFORMANCE OF SUPPLIER'S OBLIGATION:** Anydelay by the supplier in the performance of its delivery obligations shall render the supplier liable to any or all of the following sanctions forfeiture of its performance security, imposition of liquidated damages and / or termination of the work order for default.
- 17. PROFORMANCE BANK GUARANTEE (PBG): The Selected Bidder at his own expense shall deposit 10% of the contract value as a PBG to CHIPS Raipur, before signing of agreement. (The PBG will be released after successful completion of the contract.
- **18. TERMINATION FOR DEFAULT:** CHIPS may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate this contract in whole or in part.
  - a. If the supplier fails to deliver any or all of the goods within the time period(s) specified in the contract.
  - b. If the supplier fails to perform any other obligation (s) under the contract; or
  - c. If the supplier, in either of the above circumstances does not rectify / remedy its failure within a period of 15 days (or such longer period as the CHIPS may authorize in

writing) after receipt of the default notice from CHIPS. In the event CHIPS terminate the contract.

#### 19. FORCE MAJEURE

- a. Notwithstanding the provisions in the tender the bidder shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to performits obligation under the contract is the result of an event of force majeure.
- b. For purposes of this clause, "Force Majeure" means an event beyond the control of the supplier and not foreseeable events may include, but are not restricted to, acts of CHIPS in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes and other acts of God.
- c. If a force majeure situation arises, the supplier shall promptly notify CHIPS in writing of such condition and the cause thereof. Unless otherwise directed by CHIPS in writing, the supplier shall continue to perform its obligation under the contract as far as is reasonably practical and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
- d. If the force majeure condition(s) mentioned above is in force for a period of 30 days or more at any time, CHIPS shall have the option to terminate the contract on expiry of 30 days of commencement of such force majeure by giving 14 days' notice to the supplier in writing. In case of such termination, no damages shall be claimed by eitherparty against the other, save and except those which had occurred under any other clause of this contract prior to such termination.
- **20. APPLICABLE LAW:** The contract/work order shall be interpreted in accordance with the laws of India, irrespective of the place of delivery, the place of performance or place of payment under the contract. The contract shall deem to have made at the place in India from where the contract has been issued.
- 21. NOTICES: Any notice given by one party to the other pursuant to this contract shall be sent in writing or by telegram or Telefax and confirmed in writing to CEO, CHIPS,SDC Building, Civil Lines, 02nd floor, Near Civil Lines Police Station, Raipur,Chhattisgarh—492001Fax:-0771-4066205, Ph No. 0771-4014158.
  - A notice shall be effective when delivered or on the notice's effective date whichever is later.
- **22. TAXES & DUTIES:** The supplier shall be entirely responsible for all taxes, duties, license fee etc. All custom duties and levies, duties, Indian Foreign Exchange Law, RBI Guidelines,

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

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

- 23. **DEFENCE OF SUITS:** If any action in court is brought against the CHIPS/ Consignee for failure or neglect on the part of the bidder to perform any acts, matters, covenants or things under the contract or for the damage or injury caused by the alleged omission of neglect on the part of the contractor, his agents, representatives or sub-contractors, workmen supplier or employees, the contractor in all such cases shallindemnify and keep CHIPS harmless from all costs, damages, expenses or decrees arising out of such action.
- **24. WARRANTY**: The Product quoted should be covered for three-year comprehensive onsite warranty from date of final delivery/services and acceptance by CHIPS / CHIPS nominated testing agency.
- **25. INSURANCE:** The delivery of goods to the destination is the responsibility of the Successful Bidder only. The goods supplied under the work order should be covered for comprehensive Insurance by Successful Bidder till delivery and acceptance by the authorized person.

### 20. Annexures for Tender Document

#### **Annexure A: Financial Bid Format**

S. No	Item Description	Quantity	Unit Rate (INR)	Total Amount (INR)
1	VC Endpoint (Full HD) with accessories and installation	33		
2	65-inch UHD Smart LED TV with wall mount and installation	33		
3	Total (Inclusive of all)			
4	Less: Buyback Value of Old	Lump		()
	Equipment (if applicable)	Sum		(-)
	Grand Total Payable (Including of all -			
	Buyback Value)			

**Note:** All prices must be quoted inclusive of applicable taxes. Taxes shall be paid as per the prevailing rates.

- All rates shall be quoted in INR.
- The buyback value should be quoted as a lump sum deduction and not item-wise.
- No price escalation will be permitted during the rate validity period of 3 years.
- Any omission in price quote will be considered as zero cost.
- The Grand Total shall be used for L1 determination after deducting buyback.

# **Annexure B: Technical Compliance Sheet**

The bidder must fill in the form below format confirming compliance against each specification and attach relevant datasheets or brochures.

# VC CONFERENCING SOLUTION

	Technical Specifications of Video Conferencing Solution				
S. No.	Description	Specifications Parameter	Compliance Yes/No		
1	Video Standards	Latest video standards H.264, H.265			
2	Video Frame Rate	Should support 60 fps with 1080p resolution.			
3	Video Features	Ability to send and receive two live simultaneous video sources in a single call, so that the image from the main camera and PC or document camera can be seen simultaneously.  Should support H.239 and BFCP protocols  The system must have the ability to pair with laptop for sending content without any wires to the VC system.  In case the above feature is not available natively, then additional components can be provided to achieve this.			
4	Video Output	2 x HDMI output for connecting primary and secondary 4K(UHD)/Full HD displays.			
5	Video Input	Should have 2 digital input HDMI/USB to connect Camera /PC/ Laptop including the main camera to the Video conferencing system.  Should have 1x USB-C input supports formats up to maximum 3840 x 2160 at 30 fps  Should support native wireless content sharing via Airplay and Miracast			
6	Audio standards supported	G.711, G.722, G.722.1 or better standard must be supported.			

	<b>Technical Specifications of Video Conferencing Solution</b>				
S. No.	Description	Specifications Parameter	Compliance Yes/No		
7	Other Desirable	Noise Removal, Automatic Gain control, Acoustic			
/	Audio features	Echo Canceller, Active Lip synchronization			
		Must have built-in/external microphone			
		Should support 2 Microphone inputs. The			
		Microphones should connect directly to the VC			
		CODEC without using any external device. Two Mic			
8	Audio Inputs	should be supplied on day one.			
		The pickup of the microphones should be at least 10			
		feet from the microphone.			
		Echo Cancellation for every input must be available.			
		Must have a built in/external audio Loudspeaker for			
		providing Hi Quality sound. If inbuilt is not available,			
	Audio Outputs	then bidder should provide external speaker of 30			
9		watt and Loudspeaker system frequency response			
		should be 70 Hz to 22 kHz [+ 3 / -6 dB]			
		Should have 1 x 3.5mm Line Out/USB			
10	Multisite Features	Individual layouts in MultiSite CP			
		H.323/SIP/VoIP in the same conference			
		Must have Individual transcoding for each site so that			
		all the sites can be connected at different bandwidths			
		and different audio and video protocols without			
		affecting the resolution to the other sites.			
<u> </u>		•			

	Technical Specifications of Video Conferencing Solution				
S. No.	Description	Specifications Parameter	Compliance Yes/No		
		Support for Presentation (H.239/BFCP) from any			
		participant at resolutions up to 1080p30			
		H.264, Encryption, Dual Stream from any site			
		1 LAN /Ethernet10/100/1000 Mbps full duplex			
11	Network Interfaces	Should support Wi-Fi 802.11a/b/g/n/ac for			
		management			
12	Bandwidth	H323/SIP upto 6 Mbps point-to-point.			
13	Network Capabilities	Packet loss handling mechanism			
		Differentiated Services (QOS):			
		IP adaptive bandwidth management (including flow			
		control)			
	H.323/ IP Features	Auto Network Address Translation (NAT) support			
14		Standards based- Packet Loss Recovery feature			
		Should support URI Dialing			
		Support for H.245 DTMF tones in H.323			
		Should support IPv4 and IPv6 from day one.			
15	Management	System Management using HTTPS and SSH			
16	User Interface	Must have ability to browse the directory, search a contact, Enable / disable speaker tracking, change layouts, mute/ unmute, increase-decrease volume l.			
17	Menu Control	Password protected system menu			
18	Encryption of video	ITU-T standards-based Encryption of the video call			
	call	Call should be encrypted end-to-end on IP			

	Technical Specifications of Video Conferencing Solution			
S. No.	Description	Specifications Parameter	Compliance Yes/No	
		Should support Standards-based AES Encryption via		
		Automatic key generation and exchange. The same		
		should be available in a call with Video with		
		presentation (dual video)		
		Ability to manually turn encryption ON/ OFF should		
		be there.		
		Automatic key generation and exchange		
		20 MP resolution; 5x digital zoom; Dual camera		
		system with wide-angle lens (up to 110°) and vertical		
		FOV (90°); automatic speaker detection and framing;		
		face detection for participant framing; option to		
		disable speaker tracking; camera and codec must be		
		from same OEM.		
19	Camera	The camera should automatically detect who in the		
		room is speaking and select the best camera framing		
		for that person. And when no one is speaking it should		
		automatically select the best group framing.		
		Should have the ability to turn OFF speaker tracking		
		via touch control panel if need be		
		The camera and codec should be from the same OEM.		
		Should support Local and Global directories		
20	Directory services	Should support LDAP and H.350 protocols for		
		directory transfer.		

	Technical Specifications of Video Conferencing Solution				
S. No.	Description	Specifications Parameter	Compliance Yes/No		
21	USB Passthrough	It should be possible to connect the Codec directly to a PC/Laptop with single USB cable and Make use of Camera, Mic and Display to work with any Soft Client applications such as Webex, Zoom, MS Teams, Bharat VC, etc. 9mtr USB Cable to connect to PC has to be supplied from same VC OEM for seamless connectivity.			
22	Integration of the device with the existing VC infrastructure	The proposed solution should be interoperable with the existing video conferencing solution present in Chips network:  The Proposed VC endpoints should seamlessly integrate with existing Central VC system (MCU-Cisco Meeting server, Gatekeeper and Scheduler) and shall be able to access the devices 24/7 for operations, software updating.  In case existing infra does not support the remote configuration and Provisioning, Bidders should supply and install central infra (Scheduler/Manager with adequate licenses), without any additional cost. The existing central management system should be able to remote configure and take backup of the configuration of the proposed VC endpoints.			

# **Display Unit**

	<b>Technical Specifications of Television</b>				
S. N.	Description	Specification Parameter	Compliance	Y/N	
1	Diagonal Size	65"or higher Commercial /Enterprises Display			
2	Panel Type	E-LED BLU			
3	Resolution	3840*2160 (4K UHD)			
4	Native Contrast Ratio	4000:1 or higher			
5	Viewing Angle(H/V)	178:178			
6	Response Time	8ms			
7	Display Color	16.7 M			
8	Audio	Built in Speaker (10W + 10W)			
		HDMI x 3			
9	Input Type	HDCP 1.4 / 2.2			
		USB (1), RF Port -1			
10	Duty Cycle	16x7			
11	features	Adaptive Sound, Mobile to TV - Mirroring, TV Sound to mobile, Sound mirroring, wireless TV On, Remote Access, Wired TV On - WOL, WIFI Direct, TV Sound to Mobile, Sound Mirroring, Signage App (Android, iOS),On/Off timer, Autorun Signage(App auto launch), App pre- installation, OTN On/Off,			
		Panel button lock, USB port lock, Mobile     Connection menu lock,			
12	Safety features	2. Display should not have any OTT applications like Netflix, Amazon etc installed.			
		3. OS installed in display must be owned by display OEM for safety and not be prone to hacking			
13	User Convenience	1. Display/ Laptop present in same premises can be accessed remotely through display ( Remote desktop protocol)			
	Convenience	2. Mobile application (Android /iOS) from same display OEM for content management and running			

Technical Specifications of Television				
S. N.	Description	Specification Parameter	Compliance Y/N	
		signage over display, example - while office is ON, user can manage and run content through its own mobile without any technology complications.		
14	File Support	Direct viewing of Images and Video from pen drive		
15	External Control	RJ45,WiFi 5, Bluetooth supported		
16	Power Consumption ( Typical)	80 W/H OR LESS		
17	Standby Mode Power	less than 0.5W		
18	Operating Temperature	0 °C ~ 40 °C		
19	Humidity	10 % ~ 80.0 %		
20	Safety	CE, UL & BIS		
20		EMC-Class B		
21	Warranty	3 years onsite		
22	Make In India	Class-I Product		
	ADDITIONAL TERMS AND CONDITIONS TECHNICAL BID EVALUATION FOR TELIVISION			
	<ol> <li>Product must be compliant with insertion of Rule 144(11) in GFR and OEM undertaking for DPIIT Notification,</li> <li>OEM must have a centralized call center for service call logging.</li> <li>ISO Certificates of 9001, ISO 14001 &amp; ISO 45001.</li> <li>The OEM must have their design and owned manufacturing unit in India, Requisite certificate shall be required to submit along with the bid.</li> </ol>			

# **Annexure C: Buy Back**

The bidder shall also quote the buyback value for existing VC Endpoints and TVs available at the respective 27 sites (CGSWAN – DMC sites) mentioned at Annexure D. The selected vendor must dismantle and collect the old equipment during installation of the new system. The condition and make/model of the old equipment will be shared during the pre-bid meeting or site survey.

# **Indicative Buyback Items:**

S. No	Item Description	Approx. Quantity	Remarks
1	Old VC Endpoints (Cisco SX 20)	27	Includes camera, codec, mic
2	LED TVs (Panasonic & 55" sizes)	27	Functional or semi-functional units

# **Annexure D: List of Delivery & Installation Sites**

S.No	District	Location Type	Address
1	Balod	DMC/DHQ	CGSWAN Room no 85 New Composite Building Dhamtari Road Siwani Collectorate Balod Pin code - 491226(CG)
2	Balodabazar	DMC/DHQ	Balodabazar Collectorate EDM Office 1st Floor Office no79 Pin Code - 493332(CG)
3	Balrampur	DMC/DHQ	New Collectorate Balrampur Pin Code - 497119 Dist - Balrampur (CG)
4	Bemetara	DMC/DHQ	Jila Panchayat Bemetara Pin Code - 491335 Dist.  – Bemetara (CG)
5	Bijapur	DMC/DHQ	SWAN Room, Collectorate office, Bijapur, Dist Bijapur, CG - 494444
6	Bilaspur	DMC/DHQ	SWAN Room, Collectorate office Bilaspur, Near Nehru Chowk Beside NIC, Dist Bilaspur, CG - 495001
7	Dantewada	DMC/DHQ	SWAN Room no. 16, Old Collectorate Building, Dantewada, Dist - Dantewada, CG - 494449
8	Dhamtari	DMC/DHQ	SWAN Room Collectorate office Dhamtari Dist- Dhamtari CG - 493773
9	Durg	DMC/DHQ	SWAN Room Collectorate office Durg Dist- Durg CG - 491001
10	Gariaband	DMC/DHQ	SWAN Room Collectorate office Gariyaband Dist- Gariyaband CG - 493889
11	Gaurella	DMC/DHQ	SWAN Room Collectorate office Gurukul Campus Gaurela Dist- Gaurela-Pendra-Marwahi CG - 495117
12	Jagdalpur	DMC/DHQ	SWAN Room no. 15, Old collectorate building, Jagdalpur Bastar, Dist - Jagdalpur, CG - 494001
13	Janjgir-Champa	DMC/DHQ	SWAN Room Callectorate office Janjgir champa Dist - Janjgir-Champa CG - 495668
14	Jashpur	DMC/DHQ	SWAN Room no. 116 Collectorate Parisar Dist - Jashpur CG - 496331
15	Kabirdham	DMC/DHQ	SWAN Room e-Governance Society Lok Seva Kendra Collector office Kabirdham District- Kabirdham CG - 491995
16	Kanker	DMC/DHQ	SWAN Room Collectorat Parisar CGSWAN office Kanker Dist - Kanker CG - 494334
17	Khairagarh	DMC/DHQ	SWAN Room Janpad Panchayat Khairagarh Dist -Khairagarh CG - 491881
18	Kondagaon	DMC/DHQ	Collectorate Composite Building Kondagaon Chhattisgarh Pin Code - 494226

S.No	District	Location Type	Address
19	Korba	DMC/DHQ	SWAN Room no. 9 office of Zila Panchayat
			Korba Dist- Korba CG - 495677
20	Koriya	DMC/DHQ	SWAN Room no.76 Collectorate office
			Baikunthpur Koriya Dist - Koriya CG - 497335
21	Mahasamund	DMC/DHQ	SWAN Room no. 22 Collector office
			Mahasamund Dist-Mahasamund CG - 493445
22	Manendragarh	DMC/DHQ	SWAN Room Janpad Panchayat Manendragarh
			Post - Manendragarh CG -
			497442
23	Mohla	DMC/DHQ	SWAN Room NIC Department Collector office
			Mohla Dist -Mohla CG - 491666
24	Mungeli	DMC/DHQ	Collectorate Parisar Karhi Mungeli Pin Code -
			495334 Dist - Mungeli(CG)
25	Narayanpur	DMC/DHQ	SWAN Room No. 66 Collectorate Building First
			Floor Chips office Narayanpur Dist - Narayanpur
			CG - 494661
26	Raigarh	DMC/DHQ	SWAN Room no. 07 Collectorate compund
			Raigarh Dist - Raigarh CG - 496001
27	Raipur	DMC/DHQ	Collectorate Parisar Ghadi Chowk Raipur pin -
			492001
28	Rajnandgaon	DMC/DHQ	SWAN Room no 06 Collectorate office
			Rajnandgaon Dist - Rajnandgaon CG - 491441
29	Sakti	DMC/DHQ	SWAN Room Janpad Panchayat Sakti Kachahari
			chowk Post - Sakti Dist - Sakti CG - 495689
30	Sarangarh	DMC/DHQ	SWAN Room DM & Collected office Sarangarh
			Near Saptahik Market Bilaspur Road Sarangarh
			Dist- Sarangarh CG - 496445
31	Sarguja	DMC/DHQ	SWAN Room E sevak Kendra Collectorate
			parisar near Gandhi chauk Ambikapur Sarguja
			CG - 497001
32	Sukma	DMC/DHQ	Collectorate Parisar Swan Room Sukma Dist-
			Sukma CG - 494111
33	Surajpur	DMC/DHQ	Collectorate Surajpur NH43 Bishrampur Road
			Surajpur Chhattisgarh Pin Code - 497229

# **Annexure E: Final Acceptance Test (FAT) Format**

# Final Acceptance Test (FAT) Format

# 1. Introduction

This document outlines the details and results of the Final Acceptance Test (FAT) for the delivery, installation, and commissioning of the [Project/Equipment Name]. The FAT is conducted to verify that the installed system meets the agreed-upon specifications and functional requirements as per the project contract.

# 2. FAT Details

Test Item	Test Description	Acceptance Criteria	Pass/Fail	Remarks
System Setup	Verify physical setup of all equipment (VC endpoints, TVs, etc.) at all designated sites.	All equipment installed and configured as per design specifications.	Pass/Fail	[Comments/Issues]
Power-On Test	Ensure all devices power up correctly without issues.	Devices power up and display initial setup screen without errors.	Pass/Fail	[Comments/Issues]
Connectivity Test	Check the connectivity of all devices to the network (Wi-Fi/Ethernet).	All devices connected to network and communicated without errors.	Pass/Fail	[Comments/Issues]
Functionality Test	Verify core functionalities such as video conferencing, screen sharing, etc.	All features function as per the agreed specifications.	Pass/Fail	[Comments/Issues]
User Interface Test	Ensure user interface is intuitive and accessible.	UI is easy to navigate with no errors or glitches.	Pass/Fail	[Comments/Issues]
Integration Test	Verify that all systems (software and hardware) integrate seamlessly.	Systems interact as intended with no discrepancies.	Pass/Fail	[Comments/Issues]

Test Item	Test Description	Acceptance Criteria	Pass/Fail	Remarks
Performance Test	Test for system performance under typical usage conditions (load test).	System performs under load with no significant delays or crashes.	Pass/Fail	[Comments/Issues]
Audio/Video Quality Test	Ensure high-quality video and audio output during calls.	Video and audio quality meet or exceed client requirements.	Pass/Fail	[Comments/Issues]
Remote Control Test	Verify remote control functions for equipment management.	Remote control works as expected.	Pass/Fail	[Comments/Issues]
Final Acceptance Criteria	Review of all tests performed.	All tests passed without major issues.	Pass/Fail	[Comments/Issues]

# 3. FAT Results Summary

- Pass Rate:
- Failed Items (if any):

[List any test items that failed and their respective issues.]

• Pending Issues (if any):

[Any issues that need to be addressed before acceptance.]

# 4. Sign-Off

By signing this document, both parties acknowledge that the system has been tested, and the results meet the required criteria.

<b>CHIPS Representative</b>	Vendor Representative	CGSWAN SI	
Name:	Name:	Representative Name:	
<b>Designation:</b>	Designation:	<b>Designation:</b>	
Organization:	Organization:	Organization:	
Signature:	Signature:	Signature:	
Date:	Date:	Date:	

# **Annexure F: Pre-Qualification Checklist Format**

(To be printed on the Bidder's Letterhead and submitted in the Technical Bid Envelope)

# **Pre-Qualification Compliance Statement**

For - Procurement, Delivery, and Installation of Video Conferencing solution and TVs under CGSWAN

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Document Reference No. / Page No.
1	Legal Entity: Registered company / partnership / proprietorship in India	Certificate of Incorporation / Registration		
2	Certification: ISO Certifications (9001:2015 & 27001:2013)	Valid copy of Certificate		
3	Experience: The bidder must have executed at least 1 similar supply & installation projects of Video Conferencing system for government/PSU clients in the last 5 years.  Similar Experience: The Bidder should have successfully completed at least 1 Single order worth more than 26 VC system/ 170 Lakhs or 2 projects of 20 VC System/ 126 Lakhs or 3 Projects of 13 VC System/84 Lakhs of Video Conferencing each for Government/PSU/Nationalized Bank.  Definition of Similar Project: Supply of Video Conferencing  Experience of having successfully completed similar works during last 5 years.	Work Orders / Completion Certificates		
4	Turnover: The bidder must have a minimum average annual turnover of ₹ 5 crore of the last 3 financial years.	Audited Financial Statements / CA Certificate		

S. No.	Eligibility Criteria	Documents Required	Compliance (Yes/No)	Document Reference No. / Page No.
5	Net worth: Bidder must have Positive Net Worth as on bid submission date	Audited Financial Statements / CA Certificate		
6	Manufacturers Authorization Form: The bidder must provide manufacturer's authorization forms for the VC solution (VC endpoint and TV).	Valid MAF		
7	Local Office Presence: Bidder should have a service centre or support presence in Chhattisgarh (own or through partner/OEM).	Address proof or declaration with contact details		
8	Blacklisting Declaration: The bidder should not have been blacklisted by any government agency in India.	Self- declaration on company letterhead		
9	GST & PAN: The bidder must have valid GST registration and PAN.	Copies of GST and PAN certificates		
10	EscalationMatrixforServiceSupport:Bidder/OEMmustprovideEscalationMatrixofTelephoneNumbers for Service Support	Escalation matrix document		

# **Declaration**

We hereby confirm that the information submitted above is accurate and that all supporting documents have been attached in the technical bid. We understand that any false information or missing documents may lead to disqualification.

Authorized Signatory:		
Name:		
Designation:		
Seal & Signature:		
Date:		

## **Annexure G: Pre-Contract Integrity Pact**

(To be provided in original as part of **Techno-Commercial Proposal (Envelope – B)**)

# 1. GENERAL

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

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

#### 2. OBJECTIVES

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

- 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERs to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain

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

#### 3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:-

- 3.1.The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERs.
- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima fade found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

#### 4. COMMITMENTS OF BIDDERS

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

- 4.1. The BIDDER will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the TENDERING AUTHORITY, connected directly or indirectly with the biding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.
- 4.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage, or inducement to any official of the TENDERING AUTHORITY or otherwise in procuring the Contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or dis-favour to any person in relation to the contract or any other contract with the Government.
- 4.3. The BIDDER further confirms and declares to the TENDERING AUTHORITY that the BIDDER in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the TENDERING AUTHORITY or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- 4.4. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payment he has made, is committed to or intends to make to officials of the TENDERING AUTHORITY or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- 4.5. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- 4.6. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

- 4.7. The BIDDER shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the TENDERING AUTHORITY as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9. The BIDDER shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

### 5. PREVIOUS TRANSGRESSION

- 5.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.
- 5.2. If the BIDDER makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

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

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in RFP as Earnest Money/Security Deposit, with the TENDERING AUTHORITY through any of the following instruments:
  - (i) Bank Draft or a Pay Order in favour of.....

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

- 6.2. The Earnest Money/Security Deposit shall be valid upto a period of five years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and TENDERING AUTHORITY, including warranty period, whichever is later.
- 6.3. In the case of successful BIDDER, a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the TENDERING AUTHORITY to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.
- 6.4. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

#### 7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING AUTHORITY to take all or any one of the following actions, wherever required:-
  - (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
  - (ii) To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason, therefore.
  - (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.
  - (iv) To recover all sums already paid by the TENDERING AUTHORITY, and in case of the Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the TENDERING AUTHORITY in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.

- (v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the TENDERING AUTHORITY, along with interest.
- (vi) To cancel all or any other contracts with the BIDDER and the BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such cancellation/rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- (vii) To debar the BIDDER from participating in future bidding processes of the Government of Chhattisgarh for a minimum period of five years, which may be further extended at the discretion of the TENDERING AUTHORITY.
- (viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middlemen or agent or broken with a view to securing the contract.
- (ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the TENDERING AUTHORITY with the BIDDER, the same shall not be opened.
- (x) If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is closely related to any of the officers of the TENDERING AUTHORITY, or alternatively, if any close relative of an officer of the TENDERING AUTHORITY has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filling of tender. Any failure to disclose the interest involved shall entitle the TENDERING AUTHORITY to rescind the contract without payment of any compensation to the BIDDER.
- (xi) The term 'close relative' for this purpose would mean spouse whether residing with the Government servant or not, but not include a spouse separated from the Government servant by a decree or order of a competent court; son or daughter or step son or step daughter and wholly dependent upon Government servant, but does not include a child or step child who is no longer in any way dependent upon the Government servant or of whose custody the Government servant has been deprived of by or under any law; any other person related, whether by blood or marriage, to the Government servant or to the Government servant's wife or husband and wholly dependent upon Government servant.

- (xii) The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the TENDERING AUTHORITY, and if he does so, the TENDERING AUTHORITY shall be entitled forthwith to rescind the contract and all other contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the TENDERING AUTHORITY resulting from such rescission and the TENDERING AUTHORITY shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.
- 7.2 The decision of the TENDERING AUTHORITY to the effect that a breach of the provisions of this pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.
- 8. FALL CLAUSE The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.

#### 9. INDEPENDENT MONITORS

- 9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under

contractual obligation to treat the information and documents of the BIDDER/Sub Selected Bidder(s) with confidentiality.

- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will inform the Authority designated by the TENDERING AUTHORITY.
- 9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

#### 10. FACILITATION OF INVESTIGATION

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

### 11. LAW AND PLACE OF JURISDICTION

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

### 12. OTHER LEGAL ACTIONS

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

#### 13. VALIDITY

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

•	et turn out to be invalid; the remainder of this Pact shall es will strive to come to an agreement to their original
14. The parties hereby sign this Integrity Pa	ct aton
TENDERING AUTHORITY	BIDDER
Name of the Officer	
Designation	
Witness	Witness
1)	1)
2)	2)

### **Annexure H: Guideline For E-Procurement**

## Guidelines for bidders on using integrated eProcurement System

https://eproc.cgstate.gov.in

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

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

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

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

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

For more details, please get in touch with e-Procurement system integrator, M/s. Mjunction Services Limited, Raipur – 492 001 on Toll free **1800 419 9140** or Email **Helpdesk.Cgeproc@Mjunction.In** 

### 2. Digital Certificates:

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

**Note:** It may take up to 7 to 10 working days for issuance of Class-III / Class-III Digital Certificate, Therefore the bidders are advised to obtain it at the earliest. It is compulsory to possess a valid Class-

II / Class-III Digital Certificate while registering online on the above-mentioned e-Procurement portal. A Digital Certificate once mapped to an account / registration cannot be remapped with any other account / registration however it may be inactivated / deactivated.

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

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

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

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

**3. Online Payment:** As the bid is to be submitted only online, bidders are required to make online payment(s) of the Registration fee / Transaction or Service fees / Tender/Processing/Bid Fees/

EMD/Bid Security using the online payments gateway services integrated into the e-Procurement system using various payment modes like Credit Card / Debit Card / Internet Banking / e-Challan NEFT / RTGS.

A detailed Step by Step Process has been given in the e-procurement website under Manual section as EMD as EMD Payment. Bidders are requested to download the same and refer for payment of EMD through online mode if stated in the Tender / NIT Document.

**4. Setup of User's Computer System:** In order to operate on the e-Procurement system for a bidder / user, the computer system / desktop / laptop of the bidder is required to have Java ver. 8.77, Internet explorer 9 / 11, Mozila firefox / Google Chrome with IE Tab V2 (Enhanced IE Tab) or any other latest browser. A detailed step by step document on the same is available on the home page under Downloads section as "Preferred System Setup Guidelines". Also internet connectivity should be minimum Two MBPS.

Bidders may also download "Auto Setup" file on their machines and complete the system setup as per the instructions given in the setup utility.

- **5. Publishing of N.I.T.:** For the tenders processed using the e-Procurement system, only a brief advertisement notice related to the tender shall be published in the newspapers and the detailed notice shall be published only on the e-Procurement system. Bidders can view the detailed notice, tender document and the activity time schedule for all the tenders processed using the e-Procurement system on the portal <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>.
- **6. Tender's Critical Dates & Time/Tender Time Schedule**: The bidders are strictly advised to follow the tender time for their side for tasks / activities and responsibilities to participate in the tender, as all the activities / tasks of each tender are locked before the start time & date and after the end time & date for the relevant activity of the tender as set by the concerned department official.
- **7. Download Tender Document(s):** The tender document and supporting document(s) if any can be downloaded only online. The tender document(s) will be available for download to concerned bidders after online publishing of the tender and up to the stipulated date & time as set in the tender.
- **8. Submit Online Bids:** bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

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

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

**9. Submission of Earnest Money Deposit:** The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach

the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument OR Online Payment /NEFT/RTGS receipt along with the reference details online.

A detailed Step by Step Process has been given in the e-Procurement website (<a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a>) under manuals section as "EMD Payment". Bidders are requested to download the same and refer for payment of EMD through online mode if stated in the Tender / NIT Document.

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

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

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

For any further queries / assistance, bidders may contact:

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

## **Annexure I: Draft Performance Guarantee**

(To be issued by a Bank)

This D	eed of Guarantee executed at	by	(Name of the
	having its Head/Registered office at ———		
to as —	-the Guarantor) which expression shall unle	ess it be repugnant to the	subject or context thereof
include	e its heirs, executors, administrators, succes	sors and assigns;	
In favo	our of The Chief Executive Officer of Ch	hattisgarh Infotech Pror	notion Society (CHiPS)
	its office at SDC Building, Near Police Co		• • • • • • • • • • • • • • • • • • • •
	-		• , , ,
	—CEO, CHIPS Raipur which expression sh		
thereof	f include its heirs, executors, administrators	, successors and assigns	);
Where	as M/s a company form	ned under (specify the ap	oplicable law) and having
its regi	istered office has been, consequent to co	nduct and completion of	of a competitive bidding
process	s in accordance with the letter of requirement	nts document No. dated	/ /2024 issued by CEO,
CHIPS	Raipur, and selected M/s	(hereinafter referred	to as the Bidder) for the
Agreer	nent by CEO, CHIPS Raipur as more spec	ifically defined in the af	orementioned Document
includi	ing statement of work and the Agreement	executed between the C	EO, CHIPS Raipur and
Bidder	. The Agreement requires the Bidder to	furnish an unconditiona	al and irrevocable Bank
Guarar	ntee for an amount of Rs	/- (Rupees only)	by way of security for
guaran	teeing the due and faithful compliance of it	s obligations under the A	Agreement.
Where	as the Bidder approached the Guarantor and	l the Guarantor has agree	ed to provide a Guarantee
	hese presents:	8	1
8	1		
Now the	his Deed witnessed that in consideration	of the premises, we, -	Bank hereby
guaran	tee as follows:		
1.	The Bidder shall implement the Project,	in accordance with the	terms and subject to the
	conditions of the Agreement, and fulfil its		J
2.	We, the Guarantor, shall, without demu	_	Raipur an amount not
			eipt of a written demand
	therefore from CEO, CHIPS Raipur stating	•	1

as stated in Clause 1 above.

- 3. The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, CHIPS Raipur is disputed by the Bidder or not.
- 4. The Guarantee shall come into effect from (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chhattisgarh infotech Promotional Society, Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guaranter from CEO, CHIPS Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, CHIPS Raipur.
- 5. In order to give effect to this Guarantee, CEO, CHIPS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, CHIPS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of the power exercisable by CEO, CHIPS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHIPS Raipur or any indulgence by CEO, CHIPS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- 6. This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under this guarantee are duly discharged.
- 7. The Guarantor has power to issue this guarantee, and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under

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

Signed and Delivered by and authorized office.

Authorized Signatory Bank

## **Annexure J: Proposal Covering Letter**

(To be provided in original as part of Techno-Commercial Proposal (Envelope – B))

To,

Chief Executive Officer,

Chhattisgarh Infotech Promotion Society (CHiPS),

State Data Centre Building, Near Police Control Room, Civil Lines,

Raipur, Chhattisgarh-492001

Dear Sir,

We, [Name of the Bidder], hereby submit our proposal in response to the Notice Inviting Tender dated [Insert Date] and Tender Document No. [Insert Document Number], and confirm the following:

- 1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
- 2. We shall make available any additional information if required to verify the correctness of the above statement.
- 3. Certified that the period of validity of bids is 180 days from the last date of submission of the proposal, and
- 4. We are quoting for all the services mentioned in the tender.
- 5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
- 6. Chhattisgarh Infotech Promotion Society (CSIICL), Raipur may contact the following person for further Information regarding this tender:
  - a. Name and full address of office, Contact No., Email ID, Company Name
  - b. Name and full address of office, Contact No., Email ID, Company Name
- 7. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents
  - a) In soft format (PDF), with all relevant scanned documents clearly hyperlinked and highlighted for ease of evaluation and uploaded on the e-procurement portal as per the instructions provided in the tender document.

Yours sincere
Signati
Full name of signatory Designation
Name of the bidder (firm, et

## **Annexure K: Pre-Bid Query Format**

**Note**: Bidders are requested to submit their queries strictly in the following format. Only queries submitted in this format will be considered and responded to.

Sl.	Section /	Page	Tender Clause	Query /	Suggested
No.	Clause No.	No.	Description	Clarification Sought	Modification (if any)
1					
2					
3					

## **Instructions to Bidders:**

- The queries must be sent in editable MS Excel or Word format.
- All queries should be submitted before the pre-bid query deadline mentioned in the tender schedule.
- Responses/clarifications will be uploaded on the tender portal for all participating bidders.
- No individual replies shall be given.

# **Annexure L: Declaration for Not Blacklisted**

(To be provided in original as part of Techno-Commercial Proposal (Envelope – B))

Date: [Insert Date]
To
Chief Executive Officer,
Chhattisgarh Infotech Promotion Society (CHiPS)
State Data Centre Building, Near Police Control Room, Civil Lines,
Raipur, Chhattisgarh – 492001
Subject: Declaration Regarding Non-Blacklisting
Ref.: Tender No. [Insert Tender Number]
Dear Sir,
I / We hereby confirm that our firm, [Name of the Bidder], has not been banned or blacklisted
by any Government Organization, Financial Institution, Court, Public Sector Unit, or the Central
Government.
We declare that the information provided is true and correct to the best of our knowledge and belief.
Thank you.
Yours sincerely,
Signature of Bidder:
Name: [Insert Name]
Designation: [Insert Designation]
Place: [Insert Place]
Date: [Insert Date]
Seal of the Firm

## **Annexure M: Particulars of the Bidder**

(To be provided in original as part of Techno-Commercial Proposal (Envelope – B))

S.	Information Sought	Details to be
No.		Furnished
1	Name and address of the bidding Company	[Insert Here]
2	Incorporation status of the firm (Public Limited / Private Limited / LLP / Others)	[Insert Here]
3	Year of Establishment	[Insert Here]
4	Date of Registration	[Insert Here]
5	ROC Reference No.	[Insert Here]
6	Details of Company Registration	[Insert Here]
7	Registration details with appropriate authorities for Service Tax / GST	[Insert Here]
8	Name, Address, Email, Phone Numbers, and Mobile Number of Contact Person	[Insert Here]
9	Details of Service Tax Registration, VAT, CST & TAN	[Insert Here]

Yours sincerely,
Signature of Bidder:
Name: [Insert Name]
Designation: [Insert Designation]
Place: [Insert Place]
Date: [Insert Date]
Seal of the Firm

### Annexure N: Format for Power of Attorney

Annexure IV. Format for Tower of Attorney
(To be provided in original as part of Techno-Commercial Proposal (Envelope - B) on
stamp paper of value required under law duly signed by the bidder for the tender)
Dated:
POWER OF ATTORNEY
To Whomsoever It May Concern
Know all men by these presents, we(name and registered office address of
the Bidder) do hereby constitute, appoint and authorize Mr. (Name of the Person(s)),
domiciled at(Address), acting as (Designation and
the name of the firm), as Authorized Signatory and whose signature is attested below,
as our attorney, to do in our name and on our behalf, all such acts, deeds and things
necessary in connection with or incidental to our Proposal for award of Agreement
"Procurement, Delivery, and Installation of Video Conferencing Solution and TVs in
Chhattisgarh under CGSWAN" involving the deliverables as per agreement with
CHIPS, vide Invitation for Tender (Tender Document No.) dated, issued by Chief
Executive Officer, Chhattisgarh infotech Promotion Society (CHiPS) Raipur, including
signing and submission of all documents and providing information and responses to
clarifications / enquiries etc. as may be required by CHIPS Raipur or any governmental
authority, representing us in all matters before CHIPS Raipur, and generally dealing with
CHIPS in all matters in connection with our Proposal for the said Project.
We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney
pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid
attorney shall and shall always be deemed to have been done by us.
attorney shall and shall always be deemed to have been done by as.
For and on behalf of:
[Name of the Bidder]

(Signature)

(Name, Title and Address)

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(Seal of the Firm/Company)

Accepted and Agreed

(Signature of the Attorney)

[Name of the Authorized Person]

[Title/Designation]

[Address]

#### Notes:

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

# **Annexure-O: Bank Guarantee Format for Earnest Money Deposit**

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

This Deed of Guarantee executed at	by	(Name of the
Nationalised Bank) having its Head / Registered of	fice at	, and having one
of its branches atRaipur (hereinafter	referred to as "the Guaranto	or") which expression
shall unless it be repugnant to the subject or	context thereof include	its heirs, executors,
administrators, successors and assigns;		
In favour of Chief Executive Officer, Chhattisga	urh infotech Promotion So	ociety (CHiPS) under
Department of Information Technology and Biote	chnology, Government of	Chhattisgarh, having
its office at SDC Building, Civil Lines, 02nd f	loor, Near Civil Lines Po	olice Station, Raipur,
Chhattisgarh (hereinafter referred to as "CHiPS")	which expression shall unl	ess it be repugnant to
the subject or context thereof include its heirs, exec	cutors, administrators, succ	essors and assigns;
Whereas Name of the bidder	Ltd., a Company	/ partnership firm /
proprietorship concern registered under the		
which incorporated) having its registered office at _		
which expression shall unless it be repugnant to the	subject or context thereof	include its executors,
administrators, successors and assigns) has subm	itted its Proposal for awar	rd of "Procurement,
Delivery, and Installation of Video Conferenci	ng Solution and TVs in	Chhattisgarh under
CGSWAN" vide Invitation for Tender Document 1	No dated _	issued by
CHiPS Government of Chhattisgarh (hereinafter re	eferred to as "the Project").	
Whereas in terms of the Invitation for Tender D	Oocument No	dated
(hereinafter referred to as Tender Document) issue	d by CHiPS, the Bidder is	required to furnish to
CHiPS an unconditional and irrevocable Bank Gua	arantee for an amount of I	NR (as
mentioned in the EMD clause of the Tender D	ocument) as Earnest Mor	ney Deposit and the
Guarantor has at the request of the Bidder agreed to	o provide such Guarantee b	peing these presents:
Now this Deed witnessed that in consideration of the	ne premises, we,	Bank hereby
agree, declare, undertake and guarantee as follows:	:	

- 1. We as primary obligor hereby irrevocably, unconditionally and without reservation guarantee the due and faithful fulfilment and compliance of the terms and conditions of the tender by the said Bidder and unconditionally and irrevocably undertake to pay forthwith to CHiPS an amount not exceeding INR \_\_\_\_\_\_ (INR \_\_\_\_\_\_ only) (as mentioned in the EMD clause of the Tender Document) without any demur, reservation, recourse, contest or protest and without reference to the Bidder, if the Bidder has failed to comply with and fulfil all or any of the terms and conditions contained in the tender. A letter from CHiPS stating that the Bidder is in default in the due and faithful fulfilment and compliance with the terms and conditions contained in the tender shall be final, conclusive and binding on the Bank, in respect of the forfeiture of the Earnest Money Deposit and the amount due and payable under this Guarantee.
- 2. This Guarantee shall remain in full force and effect for a period of 120 (One hundred and twenty) days from the \_\_\_\_\_ (Proposal Due Date).
- 3. Subject to clause 1 above, any claim for payment under this Guarantee shall be in the form of a written declaration by CH*i*PS.
- 4. We......Bank further agree that CHiPS shall be the sole judge as regards the determination as to whether the Bidder is in default of due and faithful fulfilment and compliance of the terms and conditions contained in the Tender and the decision of CHiPS in this regard shall be final and binding on us, notwithstanding any differences between CHiPS and the said Bidder and/or any dispute between CHiPS and the Bidder pending before any Court, Tribunal, Arbitrator or any other authority.
- 5. CHiPS shall have the full liberty without affecting in any way the liability of the Bank under this Guarantee from time to time to vary any other terms and conditions of the said Tender document or to extend the time frame for completion of bidding process or the period of fulfilment and compliance with the terms and conditions contained in the said Tender document by the said Bidder or to postpone for any time and from time to time any of the powers exercisable by it against the said Bidder and either to enforce or forbear from enforcing any of the terms and conditions contained in the said Tender document or the securities available to CHiPS and the bank shall not be released from its liability under these presents by any exercise by CHiPS of the liberty with reference to the matters aforesaid or by reason of time being given to the said Bidder or any other forbearance, act or omission on the part of CHiPS or any indulgence by CHiPS to the said Bidder or of any other matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of releasing the Bank from its such liability.

6.	Any notice by way of request, demand or otherwise hereunder shall be sent by courier or by
	registered mail to the Bank, addressed as aforesaid.
7.	We undertake to make the payment on receipt of your notice of claim on us addressed to
	(name of Bank along with branch address) and delivered at our above branch that
	shall be deemed to have been duly authorised to receive the said notice of claim.
8.	It shall not be necessary for CHiPS to proceed against the said Bidder before proceeding
	against the bank and the Guarantee herein contained shall be enforceable against the bank,
	notwithstanding any other security which CHiPS may have obtained or obtained from the
	said Bidder, shall at the time when proceedings are taken against the bank hereunder, be
	outstanding or unrealised.
9.	We Bank lastly undertake not to revoke this guarantee during
	its currency except with the previous express consent of CHiPS in writing and agree that any
	change in the constitution of the Bank or the said Bidder shall not discharge our liability
	hereunder.
10	. The Bank declares that it has the power to issue this guarantee and the undersigned have full
	powers to do so on behalf of the Bank.
Date	day of 2025
_	
	Signature of the Issuing / Authority with seal
	CORPORATE SEAL
	ForBank
Notar	
note: 1	A covering letter of confirmation is also to be given by the bank along with this bank guarantee

यह, "रुचि की अभिव्यक्ति" दस्तावेज सूचीबद्ध व्यावसायिक सहयोगियों या OEM या OEM के अधिकृत भागीदार/वितरक में से भागीदार के चयन के लिए "वीडियो कॉन्फ्रेंसिंग आवश्यकता, टीवी की खरीद, वितरण और स्थापना के लिए बिजनेस एसोसिएट का चयन।"

इसके बाद अंतिम ग्राहक से आने वाले सभी सूचना/संवाद/नियम चयनित भागीदार पर भी लागू होंगे।

कृपया सम्पूर्ण दस्तावेज को ध्यानपूर्वक पड़े एवं जिम्मेदारी पूर्ण तरीके से प्रस्ताव जमा करें।

भवदीय, (आनन्द कुमार) संयुक्त महाप्रबंधक/विपणन