

Request for Proposal

for

**Selection of Agency for Implementation of
Corporation Decision Support System (CDSS)**

Tender No: xxxxxxxx

Issued By



Chhattisgarh Rajjya Van Vikas Nigam Limited
Office Campus, Block-A
Sector-24, Nava Raipur, Atal Nagar, Raipur (C.G)-492002

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This RFP is not an agreement and is neither an offer nor invitation by the Chhattisgarh Rajiya Van Vikas Nigam Limited (CGRVVN), Nava Raipur, Atal Nagar, to the prospective Bidders or any other person. The purpose of this RFP is to provide interested parties with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by the CGRVVN in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Bidder may require. This RFP may not be appropriate for all persons, and it is not possible for the CGRVVN, its employees, or advisers to consider the objectives, technical expertise and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements, and information contained in this RFP, may not be complete, accurate, adequate, or correct. Each Bidder should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments and information contained in this RFP and obtain independent advice from appropriate sources.

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

The issue of this RFP does not imply that the CGRVVN is bound to select Bidder or to appoint the Selected Bidder, as the case may be, for the Project and the CGRVVN reserves the right to reject all or any of the Proposals without assigning any reasons whatsoever.

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

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Fact Sheet

1	Name of the project	Request for Proposal for the selection of agency for Implementation of Corporation Decision Support System (CDSS)
2	RFP Issued by	Managing Director, Chhattisgarh Rajjya Van Vikas Nigam Limited, Office Campus, Block-A. Sector-24, Nava Raipur, Atal Nagar,

		Raipur (C.G)-492002
3	Date of Issue of RFP	20-11-2024
4	Date of Sending queries	On or before 26-11-2024 @ 4:00 PM in the prescribed format as per clause 4.2 of the RFP
5	Pre-bid meeting	Time: 11:30 AM Date: 29-11-2024 Venue: Virtual Meeting
6	Period of Contract	The engagement of Agency would be for (a) 2 months from the date of issuance of Letter of Intent for the development and making the system Go-Live (b) 5 (Five) years of Operations and Maintenance support from the date of go-live of the project with provision of extension of another Two years (Extension will be given one year at a time i.e., 1 year +1 year) at the same terms and conditions. Extension is subject to satisfactory performance by the Agency and as decided by CGRVVN
7	EMD amount	INR. 50,000.00 (Fifty Thousand only) in the form of DD/BG drawn in the favour of "Managing Director, CGRVVN.
9	Performance Bank Guarantee	3% of the Total contract value shall be submitted as Performance Bank Guarantee in the form of Bank Guarantee from Nationalised Bank.
10	Last date and time of submission of Bid	11-12-2024 at 3:00 PM
11	Opening of Bid	11-12-2024 at 4:00 PM
12	Opening of Technical Bid	Time & Date will be intimated later

13	Opening of Price Bid	Time & Date will be intimated later
14	Selection Method	Quality-Cost Based System (QCBS) system where 70% weightage to Quality and 30% weightage to Cost
15	Place of obtaining RFP Document	GEM Portal
16	Email for Correspondence	

SECTION 1- BACKGROUND AND PROJECT BRIEF

1. Background

In the year 1972, National Commission on Agriculture, in its report on “Production Forestry-Man Made Forests” expressed concern over fast depletion of forests and recommended- To enhance productivity of the forests by adopting Intensive Forest Management Technique and plantation of species of higher economic value.

Keeping in view the limited financial resources of the states, Forest Development Corporations should be formed to draw Institutional Finances

The Chhattisgarh Rajya Van Vikas Nigam Ltd. has been formed in pursuance of Notification No. F-5-2/Forest/ 2001/ dated 30th April 2001. As per this notification, the Nigam has been incorporated under the Companies Act, 1956 on 22nd May 2001.

The main objectives are:

- To accelerate and increase forestry production by creating plantations of -
- Fast growing species,
- Species of higher economic value
- Species capable of diversified use for industrial and commercial purposes.
- To bring suitable forest areas under intensive Management Practices in order to improve, enrich and enhance production, both in quantity and quality.
- To convert existing low-quality forests into high quality productive forests by adopting intensive management system.
- To formulate financially viable projects in order to draw institutional finance to execute its forestry activities.
- To undertake maintenance, preservation, protection and development of existing fauna.
- To plant, grow cultivate, produce and raise plantations of all kinds of forest plants, trees and crops and other agricultural crops.
- To convert low valued/ degraded/ poor site quality forests into high value manmade forests to obtain high quality produce for diversified uses.
- Conservation, development and sustainable management of the natural forest resources.
- Enhancement of productivity in Teak Plantation areas by scientific thinning.
- To improve the ecological status of the State by enrichment of the forest cover.
- Restoration of Ecological balance in the degraded forest areas.
- To maintain the Bio- diversity of the area

The Nigam is also carrying out plantation for employment generation for forest dependent Scheduled Tribe families. Self Help Groups/Committees have been formed for making various articles from plantations to generate additional income.

To monitor the scheme implemented the CGRVVN and monitor the sales, CGRVVN wishes to implement an Information Technology based solution i.e., “**Corporation Decision Support System (CDSS)**”. This system will leverage technology to automate key processes, streamline workflows, enhance transparency, and optimize resource utilization. By implementing a robust and user- friendly management system, CGRVVN aims to improve productivity, profitability, and overall governance.

The proposed Corporation Decision Support System (CDSS) will act as a central platform that integrates various functionalities of the organization. The system will cater to the needs of different stakeholders and provide them with real-time access to relevant data and insights.

SECTION 2: SCOPE OF WORK AND TERMS AND CONDITIONS

2. Scope of work and Terms and Conditions:

2.1. Scope of Work:

The broad scope of work includes the development, testing, installation, commissioning, and O&M support of the Corporation Decision Support System (CDSS). The purpose of this system is to streamline and automate various processes related to forest development, nursery, plantation, agroforestry, lac development, and skill development activities. The system aims to enhance efficiency, transparency, and accountability in managing the CGRVVN value chain while supporting the needs of forest personnel, farmers, entrepreneurs, and stakeholders involved in the forestry sector.

The following is the overall scope of the work to the bidder.

2.1.1. The bidder shall develop/deploy and manage the Corporation Decision Support System (CDSS) for 5 (Five) years from the date of the Go-Live of the application.

2.1.2. The development/deployment of the system includes:

2.1.2.1. Preparation of System Requirement Specifications along the identified processes to be implemented and taking sign-off on the same from the CGRVVN.

2.1.2.2. Preparation of the Design Document along with the complete technical details of the system.

2.1.2.3. Identification of test case scenarios and carrying out the User Acceptance Test to the satisfaction of the CGRVVN.

2.1.3. The bidder shall submit the complete list of Bill of Material of all the hardware, networking infrastructure, and software used in the proposed system to the CGRVVN.

2.1.4. The bidder shall provide operational support and maintenance services for 5 years from the date of Go-Live of the application. The maintenance includes the maintenance of solution, IT infrastructure maintenance, network maintenance, system administration, security administration, database administration, and end-user problem resolution.

2.1.5. The bidder shall prepare the documents like user manuals, operational manuals, and others, if any, as per the standard documentation procedure for the Corporation Decision Support System (CDSS) and submit them to the CGRVVN. The bidder shall provide training to the identified user of the system viz, the forest staff of the CGRVVN, and other participating agencies, if any.

2.1.6. The bidder shall generate the reports required by the CGRVVN and submit in printable format.

2.2. Solution Scope:

The detailed modules that are to be covered in the solution are shown below. However, the interest bidders may visit the CGRVVN and collect the required information from the authorities concerned. Bidder shall configure all required business processes, define business rules, establish controls, establish workflows, configure Information Systems/ Reports, configure Archival rules, and backup mechanism, and empower the CGRVVN team inducting proper training.

The scope of work encompasses multiple modules, each addressing specific functionalities and requirements.

2.2.1. CGRVVN Web Portal

This is the main web portal for hosting and managing the overall Corporation Decision Support System (CDSS). Existing website shall be upgraded / modified as per the GIGW guidelines and will comprise of some static and dynamic pages along with illustrations. Data, pics and videos as necessary.

2.2.2. Plantation management module

This module will comprise of dynamic plantation management module to register area, plant demand and supply, plantation management and monitoring report with annual growth data under various schemes. The module will have appropriate linkages with Remote sensing and GIS database for export and import data. However, remote sensing and GIS module is beyond scope of this module.

2.2.3. Nursery management module

This module will comprise of dynamic nursery management module for nursery wise, plant demand and supply, nursery management and monitoring report with inventory of plant production data under various schemes. The

module will have appropriate linkages with Remote sensing and GIS database for export and import data. However remote sensing and GIS module is beyond scope of this module.

2.2.4. Forest production module

This module will comprise of dynamic forest production/plantation harvest management module to register area, estimated and actual production of produce, plantation management, logging, stacking in forest depots and monitoring report with annual production data under various schemes. The module will have appropriate linkages with Remote sensing and GIS database for export and import data. However remote sensing and GIS module is beyond scope of this module.

2.2.5. Forest produce marketing module

This module will comprise of dynamic forest produce sale management (sale at fixed price) module as part of sale and post-sale management (e-auction and monitoring report with annual sale data under various schemes. This module will have provision for data analytics for analysis of sale data for making appropriate decisions. The module will have appropriate linkages with E –auction module / portal for export and import data. However, E- auction module is beyond scope of this module.

2.2.6. Agro forestry module

This module will comprise of dynamic Agro-forestry management module to register farmers, plant demand and supply, plantation management and plantation harvesting, procurement of produce from farmers, release of value and share of trade surplus to farmers and vendors in instalments etc.

2.2.7. Forest certification module

This module will comprise of dynamic forest certification management module for forests and Agro forestry works/plantations on farmers land to certify harvested produce from forest areas, plantations and agricultural lands etc., Accordingly, online application for registration of area of forest or farmers or agencies, harvest, storage, sale including transportation shall be captured and monitored for issuance of online forest and wood certification

and organic certification of other produce such as medicinal n minor forest produce

2.2.8. Finance management module.

This module will have a provision for a gateway for making payments and receipts to the CGRVVN. This shall also include provision for expenditure tracking for each project/component and tracking sale information of each produce for each unit of operation and farmers respectively. This module shall have linkages with all above modules for smooth functioning of integrated management system.

2.2.9. DSS for other Forest Organizations

It is proposed to develop various IT based Decision Supporting Systems as per the requirement of other forest organizations such as the PCCF & HoFF Office, PCCF Working Plan, PCCF Wildlife, MFP Federation, CGCOST, Medicinal Plant Board, other PSUs etc., with the help of CGRVVN on the cost of Man Month basis during the period of the agreement. The modules can be forest production, eco-restoration, etc., All modules shall have integrated report and dashboard for monitoring and decision making.

2.3. Installation and System Administration Scope

The following items are in the scope of the work:

- The preferred installation and system administration of the solution/product is a centralized installation with the central server established at the Headquarters of CGRVVN or on a MeITY-accredited Cloud Service Provider or at the place recommended by the CGRVVN. If hosted on the cloud, CGRVVN will reimburse the expenses on submission of evidence of payment.
- The bidder shall suggest CGRVVN on the requirement of the bandwidth and CGRVVN will provide the internet or CGRVVN will reimburse the expenditure spent by the bidder for providing the internet on submission of evidence of payment.
- Installation of the applications/software required for the implementation of the Corporation Decision Support System (CDSS) application.
- Installation of all the required hardware for the implementation of the Corporation Decision Support System (CDSS).

2.4. Report Generation and Printing Scope

- The Successful Bidder shall develop reports as agreed and approved by CGRVVN during the requirement signoff stage. Any additional report requirements beyond the finalized requirements will be considered as change requests.
- A tentative list of reports with the frequency required by the CGRVVN shall be decided at the time of SRS preparation stage. However, for the sake of cost estimation, the bidder may consider 50 reports.

2.5. Development Scope

The successful bidder is required to capture the processes in practice at the time of implementation of the solution/product. The successful bidder has to develop/deploy the solution/product and configure it to the decided processes requested by the CGRVVN.

2.6. Data conversion and data migration scope:

The successful bidder has to create the master databases required for developing the Corporation Decision Support System (CDSS). However, CGRVVN will provide the available master data in digital form to the bidder. The migration of the database and the creation of new entities in the master database is the responsibility of the bidder. If the master data is not in digital format, then the bidder shall provide the provision for the creation of master data and CGRVVN will key in the data into the system.

2.7. Training Scope

The successful bidder shall provide the user training to the users. The training shall include overview training, end-user training, and system administration training. The location of the training will be at CGRVVN Head Quarters, Raipur. The bidder has to provide all the training material in English and Hindi languages.

2.8. Project Phases

The Corporation Decision Support System (CDSS) including the application and necessary infrastructure will be implemented at one go.

- **Go-Live:** Go-Live is the date on which the Corporation Decision Support System (CDSS) is completely operational as per the requirements of the CGRVVN and all the acceptance tests are successfully concluded as per the satisfaction of the CGRVVN.

2.9. Services Scope

- The bidder shall provide the services for 5 years from the date of Go-Live of the application.
- The bidder shall be responsible for the satisfactory, uninterrupted day-to-day functioning of the implemented Corporation Decision Support System (CDSS).
- The bidder shall resolve the problems that surface during the operations and maintenance period. The bidder can either deploy the resource on-site or off-site. However, if the CGRVVN requests the bidder to deploy the on-site resources during the O&M period, the cost of such resources will be reimbursed by the CGRVVN at the end of the month as per the rate quoted by the bidder.
- As part of the proposal document, Bidder should provide a detailed description of service delivery management during the O & M phase.

2.10. Acceptance Criteria

- a. Acceptance of the proposed Corporation Decision Support System (CDSS) solution will be done as follows:
 - i. Delivery of Software licenses in line with the Bill of Material
 - ii. Implementation Services including Integration.
 - iii. Customization of the solution and development of reports as per requirement
 - iv. CGRVVN will carry out the UAT of the solution as per scope. The Successful bidder will be required to fix/deliver as per UAT observations for retesting/verification by the CGRVVN.
 - v. After completion of the end-to-end UAT of the solution as per scope, the CGRVVN will confirm UAT completion in writing.
 - vi. After completion of UAT, the Successful bidder will be required to create a production setup for go-live.
 - vii. All training is to be completed, and training material and all other documentation are to be delivered as per scope.
 - viii. The solution is smoothly running for 1 month and generating correct reports/outputs post Go-live.

- b. CGRVVN will issue a letter for Final acceptance subject to meeting the acceptance criteria as mentioned above. The date of the letter will be accordingly treated as 'Date of Final Acceptance'.

2.11. O & M Scope

- a. The bidder should make sure that the application is available for users with an uptime guarantee of 95% between 8 am to 8 pm.
- b. The bidder should provide a designated contact for O&M who should be available between 8 am to 8 pm during State Government working days.
- c. The bidder should inform in writing if there are any planned outages to the system at least 24 hours before the outage.
- d. The bidder should be responsible for technical code (non-process) errors that may arise in the day-to-day operations of the application.
- e. The bidder should provide a data backup plan for the data stored in the application.

2.12. Ownership of Delivered Services

- a. The Successful bidder will hold the ownership of its delivery of the services under the Agreement and be responsible for the services delivered. All the deliverables as per the scope of the Agreement will become the property of the CGRVVN.
- b. CGRVVN shall have the sole ownership of, and the right to use, all data that may be in possession of the Successful Bidder or its representative in the course of performing the services under the Agreement. All documents, reports, information, data, etc., collected and prepared by a Successful bidder in connection with the scope of work and submitted to CGRVVN will be the property of CGRVVN.
- c. The Successful bidder shall not be entitled either directly or indirectly to make use of the documents and reports given by CGRVVN for carrying out any services with any third parties. The Successful bidder shall not without the prior written consent of CGRVVN be entitled to publish studies or descriptive articles with or without illustrations or data in respect of or in connection with the performance of services.

2.13. Governance Model for O&M

Bidder should propose a detailed Governance Model for the O & M activities. The governance structure should ensure smooth ongoing operations of support to CGRVVN's business processes and day-to-day working.

2.14. Provisions that are provided by the CGRVVN:

The costs for the following services are reimbursed by CGRVVN. The selected bidder shall recommend the requirements and also submit evidence for reimbursement.

- a. Cost for supply, installation, and commissioning of all hardware and networking infrastructure, including any other hardware display screens, etc., shall be reimbursed/borne by CGRVVN.
- b. Cost for cabling the power and LAN, wherever required in the locations indicated by CGRVVN, will be borne by CGRVVN.
- c. Internet services are required for the operations of the system.
- d. If decided to set up the service side infrastructure at CGRVVNHq, then all the IT infrastructure is required along with system software.
- e. All the client-side infrastructure including, desktops, printers, etc.,
- f. All gateway services like SMS gateway, Payment Gateway
- g. Facilities required for providing training to the end users.
- h. Audit and Certificate, if any, required to comply with the statutory requirements

2.15. Change Request:

Any Development beyond the agreed scope of working (as specified in SRS) during the implementation shall be considered for the change Request. The broad procedure for a Change Request is as follows:

- a. Selected bidder shall submit a detailed Change Request Note providing detailed scope of additional work, effort in terms of blended man-months, and any other information required to assess the effort by the CGRVVN. No payment will be made for the preparation of the Change Request Note.
- b. The man-month rate quoted by the bidder in the price bid will be considered for the calculation of the total cost of the change request.

- c. On receipt of approval from the Managing director, CGRVVN, the selected bidder shall carry out the work and continue to provide the O&M support for the remaining period of the project.
- d. The payment for the Change Request will be as per the agreed payment milestones in the Change Request Note.

SECTION 3- MINIMUM ELIGIBILITY CRITERIA

3. Minimum Eligibility Criteria

CGRVVN wishes to receive Bids in order to select an experienced and capable Bidder for the Project. The price bids (Financial Bid/Proposal) of the Bidders fulfilling the pre-qualification criteria shall be subsequently evaluated.

- a. The Bidder should be a sole proprietorship firm / registered partnership firm / a company registered in India under the Companies Act 1956 / 2013. Joint venture / Consortium shall not be allowed.
- b. The bidder should have a minimum of 3 (Three) years' experience in implementing relevant projects/work (Work Order / Agreement / Experience Certificate) from the clients to be submitted one for each year or one for a period of three years).
- c. The bidder must have a Minimum annual turnover of Rs. 4 Crore from IT projects consistently in the last 3 financial years (Turnover certificate from CA having UDIN in this effect shall be duly submitted)
- d. The Bidder should have experience in implementing at least 1 end-to-end IT solution with a contract value of more than 1 (One) Crore.
- e. The Bidder shall not have a conflict of interest (the "Conflict of Interest") that affects the Bidding Process as per Clause 4.18 of this RFP document.
- f. Bidder should have GST registration Certificate and PAN (Supporting documents to be submitted)
- g. The Bidder should not be blacklisted or banned by any Govt./Govt. Department/ Govt. Agency/PSU in India for corrupt or fraudulent practices or non-delivery or non- performance in last 3 (Three) years (as on the last date of submission of Bid) (self- certification on the letterhead of bidder is required to be submitted as per Annexure (6).

SECTION 4: INSTRUCTIONS TO THE BIDDER

4. Instructions to the Bidder:

4.1. General:

- a. While every effort has been made to provide comprehensive and accurate background Information and requirements and specifications, Bidder must form their conclusions about the operation, maintenance, and management requirements. Bidders and recipients of this RFP may wish to consult their legal advisers in relation to this RFP.
- b. All information supplied by the Bidder may be treated as contractually binding on the Bidder, on the successful award of the assignment by the CGRVVN based on this RFP.
- c. No commitment of any kind, contractual or otherwise, shall exist unless and until a formal written contract has been executed by or on behalf of the CGRVVN. Any notification of preferred Bidder status by CGRVVN shall not give rise to any enforceable rights by The Bidder. CGRVVN may cancel this RFP at any time, before being executed, by or on behalf of CGRVVN.
- d. This RFP supersedes and replaces any previous public documentation & communications, and Bidder should place no reliance on such communications.
- e. The CGRVVN intends to adopt a Quality cum Cost Based Selection (QCBS) based Selection bidding process for the “Selection of Agency for Implementation of Corporation Decision Support System (CDSS) and maintain it for 5 Years from the date of Go-Live with the provision of extension of another Two years (Extension will be given one year at a time i.e., 1 year +1 year). The extension is subject to satisfactory performance by the Agency and as decided by CGRVVN.
- f. The proposal will be evaluated based on the evaluation criteria set out in the RFP document.
- g. CGRVVN with its initiative or in response to clarifications, requested by any Bidder, modify the RFP document, by issuing of addenda/amendment/corrigendum, by uploading the same to its website.

- h. The proposal shall remain valid for 180 days from the date of the opening of the RFP (Proposal Validity Period). CGRVVN reserves the right to reject any proposal which does not meet this requirement.
- i. Each Bidder shall submit a maximum of one (1) proposal for the assignment, in response to this RFP document. Any Bidder who submits more than one proposal for the assignment shall be disqualified.

4.2. Complete Proposals / Completeness of response:

- a. Bidders are advised to study all instructions, forms, terms, requirements, and other information in the RFP documents carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with a full understanding of its implications.
- b. Failure to comply with the requirements of this paragraph may render the Proposal noncompliant and the Proposal may be rejected. Bidders must:
 - i. Include all documentation specified in this RFP.
 - ii. Follow the format of this RFP and respond to each element in the order as set out in this RFP.
 - iii. Comply with all requirements as set out within this RFP.

4.3. Code of Integrity:

No official of a procuring entity or a bidder shall act in contravention of the codes which include:

- a. Prohibition of
 - i. making an offer, solicitation, or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the GEM process or to otherwise influence the GEM process.
 - ii. Any omission, or misrepresentation that may mislead or attempt to mislead so that financial or other benefit may be obtained, or an obligation avoided.
 - iii. any collusion, bid rigging, or anti-competitive behaviour that may impair the transparency, fairness, and progress of the GEM process.

- iv. improper use of information provided by the procuring entity to the bidder with an intent to gain an unfair advantage in the GEM process or for personal gain.
- v. any financial or business transactions between the bidder and any official of the procuring entity related to the tender or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
- vi. any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the GEM process.
- vii. obstruction of any investigation or auditing of a procurement process.
- viii. making false declarations or providing false information for participation in a tender process or to secure a contract.
- b. disclosure of conflict of interest.
- c. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (a) with any entity in any country during the last three years or of being debarred by any other procuring entity.

4.4. Pre-Bid Meeting & Clarifications:

- a. CGRVVN shall hold a pre-bid meeting with the prospective Bidder on the Date & time and Address mentioned in the Fact Sheet of this document.
- b. The Bidder will have to ensure that their queries for the Pre-Bid meeting should reach CGRVVN by email on or before the last date for sending pre-bid queries mentioned in the Fact Sheet of this document through the e-mail.
- c. The queries should necessarily be submitted in the format mentioned below.

Ref:RFP Notification no

Name of The Bidder<<

>>

Contact Number and Address of The Bidder - <<

>>

S. No	RFP Document Reference(s) (Section & Page Number)	Content of RF Requiring Clarification(s)	Points of Clarification

- d. CGRVVN shall not be responsible for ensuring that the Bidders' queries have been received by them. Any requests for clarification received after the indicated date and time may not be entertained by CGRVVN.

4.5. Responses to Pre-Bid Queries and Issue of Corrigendum:

- a. The Nodal Officer notified by the CGRVVN will endeavor to provide a timely response to all queries. However, CGRVVN makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CGRVVN undertake to answer all the queries that have been posed by the Bidders.
- b. At any time prior to the last date for the receipt of bids, the CGRVVN may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. The corrigendum (if any) and clarifications to the queries from all Bidders will be posted on the website provided in the Fact Sheet or may be emailed to all participants of the pre-bid conference.
- d. Any such corrigendum shall be deemed to be incorporated into this RFP.
- e. In order to provide prospective Bidders reasonable time for taking the corrigendum into account, the CGRVVN may, at its discretion, extend the last date for the receipt of Proposals.

4.6. Right to terminate the Process:

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

4.7. EMD:

- a. The Bidder must necessarily submit EMD for an amount as **specified in the Fact Sheet**.
- b. EMD of all unsuccessful Bidder would be refunded without interest by CGRVVN on finalization of the Operator in all respects by the successful bidder.
- c. The EMD may be forfeited:
 - i. If a Bidder withdraws its bid during the period of bid validity.
 - ii. If the successful Bidder fails to sign the contract in accordance with this RFP.

4.8. Venue & Deadline for submission of proposals

- a. Proposals, in their complete form in all respects as specified in the RFP, must be submitted to CGRVVN at the address specified in the Fact Sheet.
- b. Last Date & Time of submission: **As specified in the Fact Sheet**
- c. CGRVVN may, in exceptional circumstances and at its discretion, extend the deadline for submission of proposals by publishing in the tobacco board website specified in this RFP, in which case all rights and obligations of CGRVVN and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

4.9. Late Bids

Bids received after the due date and the specified time (including the extended period if any) for any reason whatsoever, shall not be entertained.

4.10. Submission of Proposals:

Detailed instructions for online bid submission can be found in Appendix 4. Bidders are requested to refer to this section for comprehensive guidelines on how to submit their bids electronically. It is imperative to follow these instructions to ensure a smooth and efficient bidding process.

4.11. Bidders Authorised Signatory:

A Proposal should be accompanied by an appropriate board resolution or power of attorney in the name of an authorized signatory of the Bidder, stating that they are authorized to execute documents and undertake any activity associated with the Bidder's Proposal.

4.12. Proposal Preparation Costs:

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

4.13. Language:

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

4.14. Details of Submissions

- a. Please refer “Instructions to Bidders for Online Bid submission” given at the start of this RFP Document. The bidders are required to submit their bids electronically on the Government e Marketplace (GEM), using valid Digital Signature Certificates. The said instructions are meant to assist the bidders in registering on the Department’s GEM Portal, prepare their bids in accordance with the requirements and submit their bids online on the Department’s GEM Portal. More information useful for submitting online bids on the GEM may be obtained at: <https://gem.gov.in/>.
- b. Technical Bid along with all the supporting documents shall be submitted through GEM portal by the bidder and the hard copy of the Technical Bid shall be submitted to the CGRVVN along with the above Online Bid submission of the Bid. Financial Bid shall be submitted online only.
- c. Technical Bid shall be submitted (Online Submissiononly) and shall contain duly filled Bid in the prescribed format along with the appendices and documents specified in RFP.

- d. Financial Bid shall be submitted (Only Online) in the prescribed format containing the details specified in RFP.
- e. EMD Shall be submitted through NEFT /RTGS to the following bank account and screenshot of the receipt is uploaded along with technical bid.

Bank account details for EMD

ACCOUNT NO - 0399000100193870

BANK – PUNJAB NATIONAL BANK

BRANCH – JAI STAMBH CHOWK, RAIPUR (C.G.)

IFSC CODE – PUNB0039900

PAYABLE AT RAIPUR

- f. The Bidder is expected to carefully examine the contents of all the documents provided. Failure to comply with the requirements of the RFP shall be at the Bidder's own risk.
- g. It shall be deemed that prior to the submission of the Proposal, the Bidder has:
 - i. made a complete and careful examination of terms and conditions / Requirements, and other information as set forth in this RFP document.
 - ii. received all such relevant information as it has requested from CGRVVN; and
 - iii. Made a complete and careful examination of the various aspects of the Proposal for which the distribution services are to be provided.
 - iv. CGRVVN shall not be liable for any mistake or error or neglect by the Bidder in respect of the above.

4.15. Instructions for submission of Bid

- a. **Technical Bid:** The scanned copy of the following documents shall constitute the Technical Bid:
 - Annexures:** Enclose the annexures as per Annexure 7.
- b. **Financial Bid:**
 - 1. Financial Bid duly filled and digitally signed in the prescribed format available on the GEM Portal. The Financial Bid Format is as per Annexure 9.

2. The utmost care should be taken to upload the Financial Bid. Any change in the format of the Financial Bid file shall render it unfit for bidding. The following steps may be followed in the submission of the Financial Bid:
 - i The Financial Bid format available on the GEM Portal shall be filled by the bidder online.
 - ii Fill 'Bidder's Name' & 'Financial quote' in the prescribed format of Financial Bid available online
 - iii Financial bid to be submitted online.
3. The unconditional financial bid in respect of the Project proposed to be developed by CGRVVN and operated and managed by the Successful Bidder shall be submitted online, in the format attached in Appendix C1, hereof, wherein the Annual License Fee, shall be stated. Please note that the format of the Financial Bid as provided in APPENDIX C1 is only for the purpose of reference/acclimatization, the bidder needs to submit the financial bid online as per the procedure mentioned above.

4.16. Opening of Proposals and clarifications

- a. The Managing Director, CGRVVN, or any officer authorized by him, or any committee authorized by him shall open the Part I Submission of the Proposals on the Proposal Due Date for the purpose of evaluation.
- b. CGRVVN reserves the right to reject any Proposal not submitted on time and/or which does not contain the information/documents as set out in this RFP document.
- c. To facilitate the evaluation of the Proposals, CGRVVN may, at its sole discretion, seek clarifications in writing from any Bidder regarding its Proposal.

4.17. Modification and Withdrawal of Bids

The Bidder is allowed to modify or withdraw its submitted proposal any time prior to the last date and time prescribed for receipt of bids, by giving written notice to the CGRVVN. After the last date for receipt of bids, no modification of bids shall be allowed nor is allowed to submit more than one (1) bid.

4.18. Failure to agree with the Terms and Conditions of the RFP

Failure of The Bidder to agree with the Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event

CGRVVN may award the contract to the next best value Bidder or call for new proposals from the interested Bidder or invoke the PBG of the most responsive Bidder.

4.19. Conflict of Interest and Disqualification

a. A Bidder shall not have a conflict of interest (the “Conflict of Interest”) that affects the Tender Process. Any Bidder found to have a Conflict of Interest shall be disqualified. In the event of disqualification, the CGRVVN shall forfeit the EMD or Performance Security amount as mutually agreed genuine pre-estimated compensation and damages payable to the CGRVVN for, inter alia, the time, cost and effort of the CGRVVN, including consideration of such Bidder’s proposal, without prejudice to any other right or remedy that may be available to the CGRVVN hereunder or otherwise. Without limiting the generality of the above, a Bidder shall be considered to have a Conflict of Interest that affects the Tender Process, if:

i “the Bidder, its Member or Associate (or any constituent thereof) and any other Bidder, its Member or any Associate thereof (or any constituent thereof) have common controlling shareholders or other ownership interest; provided that this disqualification shall not apply in cases where the direct or indirect shareholding of a Bidder, its Member or an Associate thereof (or any shareholder thereof having a shareholding of more than 5% (five per cent) of the paid up and subscribed share capital of such Bidder, Member or Associate, as the case may be) in the other Bidder, its Member or Associate, is less than 5% (five per cent) of the subscribed and paid up equity share capital thereof; provided further that this disqualification shall not apply to any ownership by a bank, insurance company, pension fund or a public financial institution referred to in sub-section (72) of section 2 of the Companies Act, 2013. For the purposes of this Clause 14, indirect shareholding held through one or more intermediate persons shall be computed as follows:

1. where any intermediary is controlled by a person through management control or otherwise, the entire shareholding held by such controlled intermediary in any other person (the “Subject

- Person”) shall be taken into account for computing the shareholding of such controlling person in the Subject Person; and
2. subject always to sub-clause (1) above, where a person does not exercise control over an intermediary, which has shareholding in the Subject Person, the computation of indirect shareholding of such person in the Subject Person shall be undertaken on a proportionate basis; provided, however, that no such shareholding shall be reckoned under this sub-clause (2) if the shareholding of such person in the intermediary is less than 26% of the subscribed and paid up equity shareholding of such intermediary; or”
- ii a constituent of such Bidder is also a constituent of another Bidder; or such Bidder, its member or any Associate thereof receives or has received any direct or indirect subsidy, grant, concessional loan or subordinated debt from any other Bidder, its member or Associate, or has provided any such subsidy, grant, concessional loan or subordinated debt to any other Bidder, its member or any Associate thereof; or
 - iii Such Bidder has the same legal representative for purposes of this Bid as any other Bidder; or
 - iv Such Bidder, or any Associate thereof, has a relationship with another Bidder, directly or through common third parties, that puts them in a position to have access to each other’s information about, or to influence the Tender of either or each of the other Bidders; or
 - v Such Bidder or any Associate thereof, has participated as a consultant to the CGRVVN in the preparation of any documents, design or technical specifications of the Project.
 - vi A Bidder shall be liable for disqualification and forfeiture of EMD or Performance Security if any legal, financial or technical adviser of the CGRVVN in relation to the Project is engaged by the Bidder in any manner for matters related to or incidental to such Project during the Tender Process or subsequent to the (i) issue of the Note of Award (NOA) or (ii) execution of the License Agreement. In the event any such adviser is engaged by the Successful Bidder or Licensee, as the case may be, after

issue of the NoA or execution of the License Agreement, then notwithstanding anything to the contrary contained herein or in the NOA or the License Agreement and without prejudice to any other right or remedy of the CGRVVN, including the forfeiture and appropriation of the EMD or Performance Security, as the case may be, which the CGRVVN may have thereunder or otherwise, the NoA or the License Agreement, as the case may be, shall be liable to be terminated without the CGRVVN being liable in any manner whatsoever to the Successful Bidder or Licensee for the same.

4.20. Confidentiality

- a. As used herein, the term “Confidential Information” means any information, including information created by or for the other party, whether written or oral, which relates to internal controls, information concerning the business or financial affairs and methods of operation or proposed methods of operation, accounts, transactions, proposed transactions or security procedures of either party or any of its affiliates, or any client of either party, except such information which is in the public domain at the time of its disclosure or thereafter enters the public domain other than as a result of a breach of duty on the part of the party receiving such information. It is the express intent of the parties that all the business process and methods used by The Bidder in rendering the services hereunder are the Confidential Information of The Bidder.
- b. The Bidder shall keep confidential any information related to this RFP, with the same degree of care as it would treat its own confidential information. The Bidder shall note that the confidential information will be used only for the purposes of this RFP and shall not be disclosed to any third party for any reason whatsoever.
- c. At all times of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines, and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignee shall

agree to be bound by the terms of this RFP and such rules, policies, standards, guidelines, and procedures by its employees or agents.

4.21. Fraud and Corrupt Practices

- a. The Bidder and their respective officers, employees, agents, and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this RFP, the CGRVVN shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice, or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the CGRVVN shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the CGRVVN for, inter alia, time, cost, and effort of the CGRVVN, in regard to the RFP, including consideration and evaluation of such agencies Proposal.
- b. Without prejudice to the rights of the CGRVVN under Clause above and the rights and remedies which the CGRVVN may have under the Lol or the Agreement, if a Bidder or Systems Implementation Agency, as the case may be, is found by the CGRVVN to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the Letter of Intent (Lol or the execution of the Agreement, such Bidder shall not be eligible to participate in any RFP or RFP issued by the CGRVVN during a period of two (2) years from the date such Bidder, as the case may be, is found by the CGRVVN to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- c. For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.
- d. “Corrupt practice” means:

- i the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CGRVVN who is or has been associated in any manner, directly or indirectly with the Selection Process or the Lol or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CGRVVN, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or
 - ii save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the Lol or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the Lol or the Agreement, who at any time has been or is a legal, financial or technical IT firm of the CGRVVN in relation to any matter concerning the Project;
- e. “Fraudulent practice” means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process.
- f. “Coercive practice” means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process.
- g. “Undesirable practice” means.
 - i establishing contact with any person connected with or employed or engaged by CGRVVN with the objective of canvassing,
 - ii lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - iii having a Conflict of Interest; and
- h. “Restrictive practice” means forming a cartel or arriving at any understanding or arrangement among Bidder with the objective of restricting or manipulating a full and fair competition in the Selection Process.

SECTION 5 – EVALUATION OF BIDS

5. Evaluation of Bids

a. RFP Evaluation Process

- 1 The CGRVVN will constitute an RFP Evaluation Committee to evaluate the responses of the Bidder.
- 2 The Proposal Evaluation Committee constituted by the CGRVVN shall evaluate the responses to the RFP and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence may lead to rejection of the bid.
- 3 The decision of the RFP Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- 4 The RFP Evaluation Committee may ask for meetings with the Bidder to seek clarifications on their proposals.
- 5 The RFP Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- 6 Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.
- 7 **Quality cum Cost Based Selection (QCBS)** system shall be adopted for selection of Operator. As part of the evaluation, the proposal shall be checked for responsiveness with the requirements of the RFP and only those Proposals which are found to be responsive would be further evaluated in accordance with the criteria set out in this RFP document. The proposal would be considered to be responsive if it meets the following conditions:
 - a. The hardcopy of the technical proposal received by the Proposal Due Date including any extension thereof.
 - b. it is signed and marked as stipulated in the RFP document.
 - c. it contains all the information and documents including EMD and processing fee as requested in the RFP.
 - d. it contains information in formats specified in this RFP.
 - e. there are no inconsistencies between the Proposal and the supporting documents.

- 8 A Proposal that is substantially responsive is one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one:
- a. which affects in any substantial way, the scope, quality, or performance of the Assignment, or
 - b. which limits in any substantial way, the CGRVVN rights, or the Bidder's obligations under the Agreement, or
 - c. which would affect unfairly the competitive position of other Bidders presenting substantially responsive Proposals.

5.1. Technical Evaluation

The RFP Evaluation Committee will evaluate the Technical Proposals of the Bidder as per section 3 "Minimum Eligibility Criteria". Bidders qualifying the pre-qualification criteria (Section 3 "Minimum Eligibility Criteria") shall be eligible for financial bid opening. RFP Evaluation Committee (TEC) will examine the bids to determine whether they are complete, whether they meet all the conditions of the tender, whether required tender documents and bid processing cost and other required documents have been furnished, whether the documents have been properly signed, and whether the bids are generally in order. Any bid or bids not fulfilling these requirements shall be rejected.

5.2. Technical Evaluation Criteria

- 1 Bidder complying with all qualification criteria set out in Section 3 "Minimum Eligibility Criteria" and this RFP will only be considered technically qualified and their technical bid will be evaluated further.
- 2 The Method of Selection shall be Quality cum Cost Based Selection (QCBS). The bidders getting 65% and above score in technical evaluation shall be eligible for financial bid opening. The technical evaluation shall be given a weightage of 70% and the financial evaluation shall be given a weightage of 30%.
- 3 CGRVVN reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to the award of the contract, without thereby incurring any liability to the affected bidder(s) or any obligations to inform the bidder or bidder(s) of the ground of action.

5.3. Scoring Methodology: Technical Proposal

The total maximum point for evaluation of a Technical Proposal is 100 numbers. Parameter and points are detailed below:

Si.No.	Criteria	Basis for Evaluation	Max Marks	Documentary Evidence
1	Bidders' experience	More than equals to 5 years of Incorporation with Software development. experience in Last 3 years – 10 Marks Less than 5 and more than equals to 4 years of Incorporation with software development experience in last 3 years – 7 Marks Less than 4 and more than 3 years of incorporation with software development experience in last 3 years – 5 Marks	10	Certificate of Registration and Work Order / Agreement / Satisfactory Certificate from client – to demonstrate software experience.

2	Average annual turnover of bidder in last 3 years (2021-22, 2022-23, 2023-24)	Greater than or equal to 15 crores – 20 Marks Between 10 -15 cr – 15 Marks Between 4-10 crores– 10 marks	20	Extracts from the audited Balance sheet and Profit & Loss; OR Certificate from the statutory auditor
3	Project Experience: End to End IT solution projects executed during the last three years	More than 2 projects– 20 marks Equal to 2 Project – 15 Marks between -1 2 projects – 12 marks	20	Work Order Copies /Satisfactorycertificatefrom Client
4	Presentation of the proposed solution	Understanding of requirements – 15 Marks Proposed Solution-15 Marks Team Proposed – 10Marks	40	Presentation to the Technical Evaluation Committee
5	Certification	CMMi Level III and above Certification - 10 Marks Any other CMMi Level certificate - 5 Marks	10	

5.4. Evaluation of Financial bid

- 1 In the second stage, the financial evaluation will be carried out as follows.
- 2 After the technical evaluation, the CGRVVN shall shortlist qualified Bidders in terms of Section 5.2 who are eligible for opening of their Financial Proposals as per clause 5.3. A date, time, and venue will be notified to all the qualified Bidders to announce the result of the evaluation and opening of Financial Proposals. The opening of Financial Proposals shall be done in the presence of respective representatives of Bidders who choose to be present. The CGRVVN will not entertain any query or clarification from Bidders who fail to qualify at any stage of the Technical Selection Process.
- 3 For the purpose of the financial bid evaluation, Total cost inclusive of GST and other applicable taxes shall be considered. Total Cost includes:
 - a. Cost quoted by the bidder for the development and deployment of Corporation Decision Support System (CDSS)
 - b. cost quoted by the bidder for the O&M support for 5 Years.
 - c. Cost quoted by the bidder for 25 blended man-month efforts. This is considered for the purpose of evaluation only and will be used at the time of the Change Request. This cost will not be part of the contract value. It shall be invoiced separately.
 - d. Each financial proposal will be assigned a financial score (SF)
 - e. The CGRVVN will determine whether the Financial Proposals are completely unqualified and unconditional. The cost indicated in the financial proposal shall be deemed final and reflect total cost of services. Omission, of any, in costing any item shall not entitle the firm to be compensated and the liability to fulfil its obligations as per the RFP within the total quoted price shall be that of the bidder.
 - f. The lowest Financial Proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM / F$$

In Which SF is financial score of the respective bidder. FM is the lowest price quoted.

F is the price quoted by the respective bidders. This the total cost quoted by the bidder as mentioned above.

4 Combined and Final evaluation

The weightage given to the technical and financial proposals are TW =

0.70 and FW = 0.30 respectively.

Proposal will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = (ST \times 0.70) + (SF \times .30)$$

Where S is the combined score, and TW and FW are weights assigned to the Technical Proposal and the Financial Proposal, which shall be 0.70 and 0.30 respectively.

- 5 Bidder the event that two or more Bidders get a same combined technical score, the highest technical score bidder shall be shortlisted as the “Successful Bidder/Selected Bidder”.
- 6 In the event that the Highest combined score bidder withdraws or is not selected for any reason in the first instance (the “first round of bidding”), the CGRVVN may invite all the remaining qualified Bidders to revalidate or extend their respective Bid Security, as necessary, and match the Bid of the aforesaid Bidder (the “second round of bidding”). If in the second round of bidding, only one Bidder matches the offer of the aforesaid Bidder, it shall be the Selected Bidder. If two or more Bidders match the said Bidder in the second round of bidding, then the Bidder whose combined score is higher as compared to other Bidder(s) in the first round of bidding shall be the Selected Bidder.
- 7 In the event that no Bidder offers to match the offer of the highest combined score Bidder in the second round of bidding as specified in Clause above, the CGRVVN may, in its discretion, invite fresh Bids (the “third round of bidding”) from all Bidders except the Bidder shortlisted in the first round of bidding, or annul the Bidding Process, as the case may be. In case the Bidders are invited in the third round of bidding to revalidate or extend their Bid Security, as necessary, and offer fresh Bids, they shall be eligible for submission of fresh Bids provided.

- 8 Selections of Bidders are entirely at the discretion of the CGRVVN and CGRVVN shall not be required to provide any explanation or justification in respect of any aspect of the Selection Process or Selection.

5.5. Award of Contract

- 1 In the event of acceptance of the Proposal of the Preferred bidder with or without negotiations, CGRVVN shall declare the Preferred bidder as the Successful bidder. The CGRVVN will notify the Successful bidder through a Work Order (WO) that its Proposal has been accepted.
- 2 The successful bidder will be invited for negotiations for awarding the contract. CGRVVN reserves the right to negotiate with the bidder whose proposal has been ranked **a successful bidder** on the basis of Price bid evaluation. In case of a tie where two or more bidders achieve the same combined score, the bidder with the higher technical score will be invited first for negotiations for awarding the contract.
- 3 The Successful bidder shall execute the Agreement within one month of the issue of the Work Order (WO) or within such further time as the CGRVVN may agree to in its sole discretion. Failure of the Successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the Work order and forfeiture of the EMD. In such an event, the CGRVVN reserves the right to take any such measures as may be deemed fit in the sole discretion of the CGRVVN, including annulment of the bidding process or subsequently giving opportunity to L2 (second preferred bidder).
- 4 The Successful Bidder shall submit a performance Bank Guarantee. The successful bidder shall furnish a security deposit in the form of unconditional and irrevocable Bank Guarantee/ FDR from any of the commercial banks in India for an amount equivalent to 3% of the contract value before executing the agreement with the CGRVVN. All charges whatsoever such as premium, commission etc. with respect to the Performance Bank Guarantee shall be borne by the bidder. The validity of the Performance Bank Guarantee shall be 30 days beyond the date of expiry of contract. The Performance Bank Guarantee shall be refundable after the expiry of contract, subject to proper execution of the contract by the selected bidder. The CGRVVN reserves the right

to forfeit the Performance Bank Guarantee in case the selected bidder is unable to perform as per the terms of the contract.

- 5 The duration of this agreement shall be Five Years initially from the date of Signing of this Agreement which may be extended for a further period of Two Years, wherein extension shall be awarded for one year at a time, provided if the services provided by the selected agency is found satisfactory. In case the Agreement is extended from the initial term of 1 year, the selected bidder shall extend the validity of the performance guarantee as required by the CGRVVN.

5.6. Notification of Award

Prior to expiration of the period of bid validity, the CGRVVN will notify the Bidder in writing, that their bid has been accepted.

SECTION 6 – CONDITIONS OF CONTRACT

6. Conditions of Contract

6.1. Duration of Contract

The duration of this agreement shall be Five Years initially from the date of Go-Live which may be extended for a further period of Two Years, wherein extension shall be awarded for one year at a time, provided if the services provided by the selected agency is found satisfactory. In case the Agreement is extended from the initial term of 1 year, the selected bidder shall extend the validity of the performance guarantee as required by the CGRVVN.

6.2. Authorized representatives

1. Any action required or permitted to be taken, and any document required or permitted to be executed, under this Agreement by the CGRVVN or the firm, as the case may be, taken or executed by the officials specified in this Clause 6.2.
2. The CGRVVN may, from time to time, designate one of its officials as the CGRVVN Representative.
3. Unless otherwise notified, the CGRVVN Representative shall be as per Clause 6.2

6.3. Terms of Payment

1. After completion of the work, the agency shall raise the invoice and submit it to the CGRVVN office in Nava Raipur along with the deliverables and work done

report. The fees shall be paid within 30 days from the date of receipt of the invoice.

2. The fees shall be inclusive of all out-of-pocket expenses of the personnel deployed and overheads & miscellaneous expenses.
 - a. The Development cost will be paid on completion of the following milestones:

#	Payment Milestone	%of quoted development cost
1	Submission of Design Document	25%
2	After completion of User Acceptance Test	25%
3	On completion of Go Live	40%
4	On Roll out of application	10%

- b. O&M costs will be paid at the end of each month calculated on pro rata basis from the quoted annual O&M cost after receiving the invoice from the successful bidder. The O&M amount payable for any month is equal to the quoted percentage of the transaction amount that happened from the 1st of the billing month to the end of the billing month.
 - c. If the agency has placed the on-site resource at the request of CGRVVN, the same shall be invoiced as per the quoted price at the end of the month and shall be paid by CGRVVN.
3. Unless and otherwise mentioned in the Agreement, the Service Provider shall pay all taxes, duties, fees, and other impositions including GST as may be levied under the applicable laws and the CGRVVN shall perform such duties in regard to the deduction of such taxes as may be lawfully imposed on it.

6.4. Performance Bank Guarantee

1. The Selected Agency's Performance Bank Guarantee (PBG) amounting to 3% of contract value (Rupees only) in the form of BG payable at Raipur Branch. PBG shall remain in force 60 days beyond the tenure of the Agreement. The Performance Security may be discharged/returned by CGRVVN upon being satisfied that there has been due performance of the obligations of the Bidder

under the contract. However, no interest shall be payable on the Performance Bank Guarantee.

2. In the event of the Service Provider being unable to service the contract for whatever reason, CGRVVN would evoke the Performance Bank Guarantee. CGRVVN shall notify the Service Provider in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the Service Provider is in default. CGRVVN shall also be entitled to make recoveries from the Service Provider's bills, Performance Bank Guarantee or any other payment due, in case of any error/ omission on the Service Provider's part.

6.5. Liquidating Damage

In case of delay in completing the work due to reasons attributable to the selected bidder, liquidated damage shall be charged to the bidder at the rate Rs. 3000/- (Rupees Three thousand only) for a delay of one week or part thereof subject to a maximum of Rs. 50,000. Where the Liquidated Damage amount exceeds the maximum limit, MANAGINGDIRECTOR, CGRVVN reserves the right to extend the period on receipt of written request from the selected bidder.

6.6. Termination of Agreement

This Agreement shall be effective on the date hereof and shall continue in full force until completion of the Services or terminated earlier as per the following:

- 1 CGRVVN or the Service Provider may terminate the agreement by giving the termination notice of one month in advance.
- 2 The service provider is in breach of any of the terms and conditions set forth in the agreement.
- 3 The Service Provider fails to remedy any breach hereof or any failure in the performance of its obligations hereunder, as specified in a notice of suspension, within thirty (30) days of receipt of such notice of suspension or within such further period as the CGRVVN may have subsequently granted in writing.
- 4 the Service Provider becomes insolvent or bankrupt or enters into any agreement with its creditors for relief of debt or takes advantage of any law

for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary.

- 5 The Service Provider fails to comply with any final decision reached as a result of arbitration proceedings pursuant to Clause 6.12 hereof.
- 6 The Service Provider fails to comply with the decision of CGRVVN.
- 7 The Service Provider submits to the CGRVVN a statement that has a material effect on the rights, obligations or interests of the CGRVVN and which the Service Provider knows to be false.
- 8 any document, information, data or statement submitted by the Service Provider in its Proposals, based on which the Service Provider was considered eligible or successful, is found to be false, incorrect or misleading; or
- 9 Upon termination of this Agreement by CGRVVN, the CGRVVN shall make the payment pursuant to payment schedule mentioned hereof for Services satisfactorily performed prior to the date of termination to the Service Provider
(after offsetting against these payments any amount that may be due from the Service Provider to CGRVVN)
- 10 The communication of termination of this Agreement shall be by means of written notice ("Termination Notice")

6.7. Responsibilities and Obligations of the Service Provider

- 1 The Service Provider shall provide the Services as set out in Section 2 of the RFP Document
- 2 Operate and Maintain the Project facilities as per good industry practice.
- 3 Acquisition all statutory approval for the activity is the responsibility of the Service Provider.

6.8. Compliance with Law

The Service Provider shall take due care that all its documents comply with all relevant laws and statutory regulations and ordinances, guidelines in force which includes all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgments, decrees, injunctions, writs of or orders of any court of record, as may be

in force and effect during the subsistence of this Agreement applicable to the Service Provider.

6.9. Governing Law and Jurisdiction

This Agreement shall be governed by the laws of India. The Courts at Raipur shall have jurisdiction over all matters arising out of or in relation to this Agreement.

6.10. Settlement of Disputes

6.10.1. Any dispute, difference or controversy of whatever nature howsoever arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "Dispute") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 6.11.3

6.10.2. The Parties agree to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

6.10.3. Conciliation

In the event of any Dispute between the Parties, either Party may call upon the Managing Director CGRVVN, for amicable settlement, and upon such reference, the said persons shall meet no later than 10 (ten) days from the date of reference to discuss and attempt to amicably resolve the Dispute. If such meeting does not take place within the 10 (ten) day period or the Dispute is not amicably settled within 15 (fifteen) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 30 (thirty) days of the notice in writing referred to in Clause 6.11.2 or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 6.12.

6.10.4.Arbitration

6.10.4.1. Procedure:

- a. Any Dispute which is not resolved amicably within 30 days, the same shall be referred to the sole arbitration appointed by CGRVVN, whose decision shall be final and binding on both the Parties.
- b. Such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 ("Arbitration Act").

6.10.4.2. Place of Arbitration:

The place of arbitration shall ordinarily be Raipur but by agreement of the Parties, the arbitration hearings, if required, may be held elsewhere.

6.10.4.3. English Language:

The request for arbitration, the answer to the request, the terms of reference, any written submissions, any orders and awards shall be in English and, if oral hearings take place, English shall be the language to be used in the hearings.

6.10.4.4. Enforcement of Award:

The Parties agree that the decision or award resulting from arbitration shall be final and binding upon the Parties and shall be enforceable in accordance with the provision of the Arbitration Act subject to the rights of the aggrieved parties to secure relief from any higher forum.

6.10.4.5. Performance during Dispute Resolution:

Pending the submission of and/or decision on a dispute and until the arbitral award is published; the Parties shall continue to perform their respective obligations under this Agreement, without prejudice to a final adjustment in accordance with such award.

6.11. Force Majeure

6.11.1. Definition: For the purposes of this Agreement, “Force Majeure” means an event which is beyond the reasonable control of a Party, and which makes a Party’s performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, pandemic, earthquake, fire, explosion, storm, flood or other adverse weather conditions, strikes, lockouts or other industrial action(except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

- a. Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or such Party’s Sub- Consultant or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected to both (A) take into account at the time of the conclusion of this Agreement and (B) avoid or overcome in the carrying out of its obligations hereunder.
- b. Force Majeure shall not include insufficiency of funds or failure to make any payment required hereunder.

6.11.2. No breach of Agreement

- a. The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Agreement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Agreement.

6.11.3. Measures to be taken.

- a. A Party affected by an event of Force Majeure shall take all reasonable measures to remove.
- b. such Party’s inability to fulfil its obligations hereunder with a minimum of delay.
- c. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any event not later than 14 (fourteen)

days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give notice of the restoration of normal conditions as soon as possible.

- d. The Parties shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

6.11.4. Extension of Time

- a. Any period within which a Party shall, pursuant to this Agreement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

6.11.5. Consultation a Not later than 30 (thirty) days after the Service Provider has, as the result of an event of Force Majeure, become unable to perform a material portion of the Services, the Parties shall consult with each other with a view to agreeing on appropriate measures to be taken in the circumstances.

6.12. Severability

In the event that any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect.

6.13. Waiver

Waiver by either Party of any default by the other Party in the observance and performance of any provision of or obligations under this Agreement:

- a shall not operate or be construed as a waiver of any other or subsequent default hereof or of other provisions or obligations under this Agreement.
- b shall not be effective unless it is in writing and executed by a duly authorized representative of such Party; and
- c shall not affect the validity or enforceability of this Agreement in any manner.

Neither the failure by either Party to insist on any occasion upon the performance of the terms, conditions and provisions of this Agreement or any obligation hereunder nor time or other indulgence granted by a Party to the other Party shall be treated or deemed as waiver/breach of any terms, conditions or provisions of this Agreement.

6.14. Modification

Modification of the terms and conditions of the Agreement, including any modification of the scope of the Services, may only be made by written agreement between the Parties.

6.15. Notices

- 1 Unless otherwise stated, notices to be given under this Agreement including but not limited to a notice of waiver of any term, breach of any term of this Agreement, and termination of this Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission and delivered or transmitted to the Parties at their respective addresses mentioned hereinbelow (To be included at the time of execution of Agreement).
- 2 Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

6.16. Transfer of Assignment

No Party may assign its interests in the Agreement without the prior written consent of the other Party. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment shall release or discharge the assignor from any obligation under this Agreement.

6.17. Survival:

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

6.18. Entire Contract

The terms and conditions laid down in the RFP and all annexures there to, Response to Pre-bid queries, as also the Proposal/Tender submissions (Technical & Financial) and any attachments/annexes there to shall be read in consonance with

and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.

6.19. Variations

CGRVVN may, by written notice to the Consultant, direct the Consultant to vary the scope, sequence or timing of the Services with suitable compensation for such variation to be agreed mutually and the Consultant shall be bound to comply with that direction.

6.20. Audit

- a. The Successful bidder shall allow the CGRVVN, its authorized personnel, its auditors (internal and external), authorized personnel from CGRVVN / other regulatory & statutory authorities and grant the unrestricted right to inspect and audit its books and accounts, to provide copies of any audit or review reports and findings made on the Successful bidder, directly related to the Agreement.
- b. In case any of the services are further outsourced/ assigned/ subcontracted to other vendors, it will be the responsibility of the Successful bidder to ensure that the authorities /officials as mentioned above are allowed access to all the related places, for inspection and verification.
- c. Audit under this clause shall be restricted to physical files related to this arrangement. The audit shall be conducted during normal business hours and on normal working days after informing the Successful bidder in advance.
- d. CGRVVN will also carry out an annual review of the Agreement to ascertain the financial stability of the Successful bidder in addition to the performance and service reliability. The Successful bidder shall be required to submit the audited balance sheet and CA certificate etc. ending respective financial years.
- e. Successful bidder shall allow CGRVVN authorised persons to access the CGRVVN's document, records of transactions, and other necessary information given to, stored or processed by the Successful bidder within a reasonable time as prescribed by CGRVVN. In the event that these are not made accessible to CGRVVN within prescribed reasonable time, CGRVVN shall have the right to recover the amount payable to CGRVVN towards supervisory fees, if any.

6.21. IPR Infringement

As part of this project, Successful bidder will deliver different software, if the use of any such software by / for CGRVVN, infringes the intellectual property rights of any third party, Successful bidder shall be primarily liable to indemnify CGRVVN to the extent of direct damages against all claims, demands, costs, charges, expenses, award, compensations etc. arising out of the proceedings initiated by third party for such infringement, subject to the condition that the claim relates to Software provided/used by Successful bidder under this project.

6.22. Indemnity

- a. The Successful bidder shall indemnify the CGRVVN, and shall always keep indemnified and hold the CGRVVN, its employees, personnel, officers, directors, harmless from and against any and all losses, liabilities, claims, actions, costs and expenses (including attorneys' fees) relating to, resulting directly or indirectly from or in any way arising out of any claim, suit or proceeding brought against the CGRVVN as a result of:
 - i. CGRVVN's authorized / bona fide use of the Deliverables and /or the Services provided by Successful bidder under this Agreement; and/or.
 - ii. An act or omission of the Successful bidder, its employees/ agents/ subcontractors in the performance of the obligations of the Successful bidder under this Agreement; and/or
 - iii. Claims made by employees or subcontractors or subcontractors' employees, who are deployed by the Successful bidder, against the CGRVVN; and/or
 - iv. Breach of any of the term of this Agreement or breach of any representation or false representation or inaccurate statement or assurance or covenant or warranty by the Successful bidder under this Agreement; and/or
 - iv. Negligence, fraudulence activities or gross misconduct attributable to the Successful bidder or its employees or sub-contractors.
 - vi. Any or all Deliverables or Services infringing any patent, trademarks, copyrights or such other Intellectual Property Rights; and/or
 - v. Breach of confidentiality obligations of the Successful bidder contained in this Agreement; and/or

- vi. The use of unlicensed and illegal Software and/or allied components by the Successful bidder.
- b. The Successful bidder will have to at its own cost and expenses defend or settle any claim against the CGRVVN that the Deliverables and Services delivered or provided under this Agreement document infringe a patent, utility model, industrial design, copyright, trade secret, mask work or trademark in the country where the Deliverables and Services are used, sold or received, provided the CGRVVN:
 - i. Notifies the Successful bidder in writing; and
 - ii. Cooperates with the Successful bidder in the defence and settlement of the claims.
- c. However, (i) the Successful bidder has sole control of the defense and all related settlement negotiations (ii) the CGRVVN provides the Successful bidder with the assistance, information and CGRVVN reasonably necessary to perform the above and the CGRVVN does not make consent of the Successful bidder, except where the CGRVVN is required by any CGRVVN/ regulator to make a comment/ statement/ representation.
- d. If use of deliverables is prevented by injunction or court order because of any such claim or deliverables is likely to become subject of any such claim then the Successful bidder, after due inspection and testing and at no additional cost to
- e. the CGRVVN, shall forthwith either 1) replace or modify the software / equipment with software / equipment which is functionally equivalent and without affecting the functionality in any manner so as to avoid the infringement; or 2) obtain a license for the CGRVVN to continue the use of the software / equipment, as required by the CGRVVN as per the terms and conditions of this Tender and subsequent Agreement and to meet the service levels; or 3) refund to the CGRVVN the amount paid for the infringing software / equipment and bear the incremental costs of procuring a functionally equivalent software / equipment from a third party, provided the option under the sub clause (3) shall be exercised by the CGRVVN in the event of the failure of the Successful bidder to provide effective remedy under options (1) to (2)

within a reasonable period which would not affect the normal functioning of the CGRVVN.

- f. The Successful bidder shall not be liable for defects or non-conformance resulting from:
 - i. Software, hardware, interfacing not approved by Successful bidder; or
 - ii. Unauthorized modification of Software or any individual product supplied under this Agreement, or CGRVVN's failure to comply with any mutually agreed environmental specifications.
 - iii. Use of a deliverable in an application or environment for which it was not designed or not contemplated under this Agreement,
 - iv. Modification of a deliverable by anyone other than Successful bidder where the unmodified version of the Deliverable would not be infringing.
 - v. Any loss of profits, revenue, contracts or anticipated savings.
- g. Indemnity shall exclude indirect, consequential and incidental damages. However, indemnity would cover damages, loss or liabilities suffered by the CGRVVN arising out of claims made by regulatory authorities for reasons attributable to breach of obligations under this Agreement by the Successful bidder.

6.23. Limitation of liabilities

Save and except the liability under Section of "IPR Infringement" and "Indemnity provision" in Clause xx and Clause xx respectively herein -, in no event shall either party be liable with respect to its obligations for indirect, consequential, exemplary, punitive, special, or incidental damages, including, but not limited to, loss of data / programs or lost profits, loss of goodwill, work stoppage, computer failure, loss of work product or any and all other commercial damages or losses whether directly or indirectly caused, even if such party has been advised of the possibility of such damages. The aggregate liability of the Successful bidder, arising at any time under this Agreement shall not exceed the order value.

6.24. Confidentiality

- a. The Agreement is confidential and is not to be disclosed, reproduced, transmitted, or made available in whole or in part by the Successful bidder to

any other person. The Successful bidder acknowledges that any revised or amended document is received subject to the same confidentiality undertaking. The Successful bidder will not disclose or discuss the contents of the Agreement with any officer, employee, consultant, director, agent, or other person associated or affiliated in any way with any of its customers or suppliers without the prior written consent of CGRVVN.

- b. This Agreement document contains information proprietary to the CGRVVN. The Successful bidder is entrusted to maintain its confidentiality. The information contained in the Agreement document may not be reproduced in whole or in part without the express permission of the CGRVVN. Disclosure of any such sensitive information to parties not involved in the supply of contracted services will be treated as breach of trust and could invite legal action. This will also mean termination of the agreement and disqualification of the Successful bidder.
- c. The Successful bidder shall take all necessary precautions to ensure that all confidential information shared by the CGRVVN are treated as confidential and not disclosed or used other than for the purpose of project execution. Successful bidder shall suitably defend, indemnify CGRVVN for any loss/damage suffered by CGRVVN on account of and to the extent of any disclosure of the confidential information.
- d. No media release/public announcement or any other reference to the Agreement or any program there under shall be made without the written consent of the CGRVVN, by photographic, electronic or other means.
- e. "Confidential Information" means any and all information that is or has been received by the Successful bidder ("Receiving Party") from the CGRVVN ("Disclosing Party") and that:
 - i. relates to the Disclosing Party; and
 - ii. is designated by the Disclosing Party as being confidential or is disclosed in circumstances where the Receiving Party would reasonably understand that the disclosed information would be confidential or

- ii.
 - iii. is prepared or performed by or on behalf of the Disclosing Party by its employees, officers, directors, agents, representatives or consultants.
- f. Without limiting the generality of the foregoing, Confidential Information shall mean and include any information, data, analysis, compilations, notes, extracts, materials, reports, specifications or other documents or materials that may be shared by the CGRVVN with the Successful bidder.
- g. "Confidential Materials" shall mean all tangible materials containing Confidential Information, including, without limitation, written or printed documents whether machine or user readable.
- h. The Receiving Party shall, at all times regard, preserve, maintain and keep as secret and confidential all Confidential Information and Confidential Materials of the Disclosing Party howsoever obtained and agrees that it shall not, without obtaining the written consent of the Disclosing Party:
- i. Unless otherwise agreed herein, use any such Confidential Information and materials for its own benefit or the benefit of others or do anything prejudicial to the interests of the Disclosing Party or its customers or their projects.
- j. In maintaining confidentiality hereunder, the Receiving Party on receiving the confidential information and materials agrees and warrants that it shall:
 - i. Take at least the same degree of care in safeguarding such Confidential Information and materials as it takes for its own confidential information of like importance and such degree of care shall be at least, that which is reasonably calculated to prevent such inadvertent disclosure.
 - ii. Keep the Confidential Information and Confidential Materials and any copies thereof secure and in such a way so as to prevent unauthorized access by any third party.
 - iii. Limit access to such Confidential Information and materials to those of its directors, partners, advisers, agents or employees who are directly involved in the consideration/evaluation of the Confidential Information and bind each of its directors, partners, advisers, agents or employees so involved to protect the Confidential Information and

materials in the manner prescribed in this document; and h) Upon discovery of any unauthorized disclosure or suspected unauthorized disclosure of Confidential Information, promptly inform the Disclosing Party of such disclosure in writing and immediately return to the Disclosing Party all such Information and materials, in whatsoever form, including any and all copies thereof.

k. The Receiving Party who receives the confidential information and materials agrees that on receipt of a written demand from the Disclosing Party:

- i. Immediately return all written Confidential Information, Confidential materials and all copies thereof provided to, or produced by it or its advisers, as the case may be, which is in Receiving Party's possession or under its custody and control.
- ii. To the extent practicable, immediately destroy all analyses, compilations, notes, studies, memoranda or other documents prepared by it or its advisers to the extent that the same contain, reflect or derive from Confidential Information relating to the Disclosing Party;
- iii. So far as it is practicable to do so immediately expunge any Confidential Information relating to the Disclosing Party or its projects from any hardware or other device in its possession or under its custody and control; and
- iv. To the extent practicable, immediately furnish a certificate signed by its director or other responsible representative confirming that to the best of his/her knowledge, information and belief, having made all proper enquiries the requirements of this paragraph have been fully complied with.

l. The restrictions in the preceding clause shall not apply to:

- i. Any information that is publicly available at the time of its disclosure or becomes publicly available following disclosure (other than as a result of disclosure by the Disclosing Party contrary to the terms of this document); or any information which is independently developed by

the Receiving Party or acquired from a third party to the extent it is acquired with the valid right to disclose the same.

- ii. Any disclosure required by law or by any court of competent jurisdiction, the rules and regulations of any recognized stock exchange or any enquiry or investigation by any governmental, statutory or regulatory body which is lawfully entitled to require any such disclosure provided that, so far as it is lawful and practical to do so prior to such disclosure, the Receiving Party shall promptly notify the Disclosing Party of such requirement with a view to providing the Disclosing Party an opportunity to obtain a protective order or to contest the disclosure or otherwise agree to the timing and content of such disclosure. The Confidential Information and materials and all copies thereof, in whatsoever form shall at all times remain the property of the Disclosing Party and its disclosure hereunder shall not confer on the Receiving Party any rights whatsoever beyond those contained in this document.
- iii. The confidentiality obligations shall survive the expiry or termination of the agreement between the Successful bidder and the CGRVVN.
- m. This Agreement contains information proprietary to CGRVVN. Successful bidder shall maintain its confidentiality. It should be disclosed only to those employees involved in Project. The information contained in the Agreement may not be reproduced in whole or in part without the express permission of CGRVVN. The Implementing agency shall comply with a non-disclosure agreement submitted along with the bid.
- n. In case the Successful bidder acts is extending similar services to multiple customers, Successful bidder shall take care to build strong safeguards so that there is no co-mingling of information, documents, records and assets related to services within the ambit of this Agreement.

6.25. Intellectual Property Rights

- a. "Intellectual Property Rights" shall mean, on a worldwide basis, any and all: (a) rights associated with works of authorship, including copyrights & moral rights; Trade Marks; (c) trade secret rights; (d) patents, designs, algorithms and other

industrial property rights; (e) other intellectual and industrial property rights of every kind and nature, however designated, whether arising by operation of law, Agreement, license or otherwise; and (f) registrations, initial applications, renewals, extensions, continuations, divisions or reissues thereof now or hereafter in force (including any rights in any of the foregoing).

- b. For any technology/Software used /supplied by Successful bidder for performing Services or licensing and implementing Software and Solution for the CGRVVN as part of this Agreement, Successful bidder shall have right to use as well right to supply such product(s). The CGRVVN shall not be liable for any license or IPR violation on the part of Successful bidder.
- c. Without the CGRVVN's prior written approval, Successful bidder will not, in performing the Services, use or incorporate, link to or call or depend in any way upon, any Software or other intellectual property that is subject to an Open Source or Copyleft license or any other agreement that may give rise to any third party claims or to limit the CGRVVN's rights under this Agreement.
- d. Subject to clause xxx of this Agreement, Successful bidder shall, at its own expenses without any limitation, indemnify and keep fully and effectively indemnified the CGRVVN against all cost, claims, damages, demands, expenses and liabilities whatsoever nature arising out of or in connection with all claims of infringement of Intellectual Property Right, including patent, trademark, copyright, trade secret or industrial design rights of any third party arising from use of the technology/ Software/ Equipment or any part thereof in India or abroad, for Equipment supplied/Software licensed /developed as part of this engagement. In case of violation/ infringement of patent/ trademark/ copyright/ trade secret or industrial design or any other Intellectual Property Right of third party, Successful bidder shall, after due inspection and testing, without any additional cost:
- e. Procure for the CGRVVN the right to continue using the Software/Equipment supplied; or Replace or modify the Software /Equipment to make it non-infringing so long as the replacement to or modification of Software provide substantially equivalent functional, performance and operational features as the infringing Software/Equipment which is being replaced or modified.

- f. The CGRVVN will give (a) notice to Successful bidder of any such claim without delay/provide reasonable assistance to Successful bidder in disposing of the claim; (b) sole CGRVVN to defend and settle such claim and; (c) will at no time admit to any liability for or express any intent to settle the claim provided that (i) Service Provider shall not partially settle any such claim without the written consent of the CGRVVN, unless such settlement releases the CGRVVN fully from such claim, (ii) Successful bidder shall promptly provide the CGRVVN with copies of all pleadings or similar documents relating to any such claim, (iii) Successful bidder shall consult with the CGRVVN with respect to the defense and settlement of any such claim, and (iii) in any litigation to which the CGRVVN is also a party, the CGRVVN shall be entitled to be separately represented at its own expenses by counsel of its own selection.
- g. Successful bidder shall have no obligations with respect to any infringement claims to the extent that the infringement claim arises or results from: (i) Service Provider's compliance with the CGRVVN's specific technical designs or instructions (except where Successful bidder knew or should have known that such compliance was likely to result in an Infringement Claim and Successful bidder did not inform the CGRVVN of the same); (ii) any unauthorized modification or alteration of the Software/Equipment by the CGRVVN; or (iii) failure to implement an update to the licensed Software that would have avoided the infringement, provided Service Provider has notified the CGRVVN in writing that use of the update would have avoided the claim.
- h. Successful bidder hereby grants the CGRVVN a fully paid-up, irrevocable, perpetual, non-exclusive license throughout the territory of India or abroad to access, replicate and use Software licensed /developed as part of this engagement, including all inventions, designs and trademarks embodied therein perpetually.

6.26. Privacy and Security Safeguards

- a. CGRVVN shall have the sole ownership of and the right to use, all data that may be in possession of the selected Successful bidder or its representative in the course of performing the services under the Agreement that may be entered into. All documents, report, information, data etc. collected and

prepared by the Successful bidder in connection with the scope of work submitted to CGRVVN will be property of the CGRVVN. The Successful bidder shall not be entitled either directly or indirectly to make use of the documents, reports given by CGRVVN for carrying out of any services with any third parties. Successful bidder shall not without the prior written consent of CGRVVN be entitled to publish studies or descriptive article with or without illustrations or data in respect of or in connection with the performance of services".

- b. The Successful bidder shall not publish or disclose in any manner, without the CGRVVN's prior written consent, the details of any security safeguards designed, developed or implemented by the Successful bidder under this Agreement or existing at any location of the CGRVVN. The Successful bidder shall develop procedures, and implementation plans to ensure that IT assets leaving the control of CGRVVN (removed for repair, replaced or upgraded) are cleared of all CGRVVN's data and software. The Successful bidder shall also ensure that all subcontractors (if permitted in Agreement) who are involved in providing such security safeguards or part of it shall not publish or disclose in any manner, without the SFTRIs prior written consent, the details of any security safeguards designed, developed or implemented by the Successful bidder under this Agreement or existing at any CGRVVN's location.
- c. All records of the Successful bidder with respect to any matters covered by this Agreement shall be made available to CGRVVN or its designees at any time during normal business hours, as often as CGRVVN deems necessary, to audit, examine, and make excerpts or transcripts of all relevant data.
- d. CGRVVN, including its regulatory authorities, if any, etc., reserves the right to verify, through their officials or such other persons as CGRVVN may authorise, the progress of the project at the development /customization site of the Successful bidder or where the services are being rendered by the Successful bidder.
- e. The CGRVVN and its authorized representatives, shall have the right to visit any of the Successful bidder's premises with prior notice to ensure that data provided by the CGRVVN is not misused. The Successful bidder will have to

cooperate with the authorized representative/s of the CGRVVN and will have to provide all information/ documents required by the CGRVVN.

- f. The right to visit under these clauses shall be restricted to all books, records and information relevant to the scope of work under this agreement/ subsequent PO/Agreement. Visit shall be conducted during normal business hours and on normal working days after informing the Successful bidder in advance.

6.27. Patent Rights

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark, industrial design rights, etc. arising from the use of the Goods or any part thereof in India, the Successful bidder shall act expeditiously to extinguish such claim. If the Successful bidder fails to comply and the CGRVVN is required to pay compensation to a third party resulting from such infringement, the Successful bidder shall be responsible for the compensation including all expenses, court costs and lawyer fees. The CGRVVN will give notice to the Successful bidder of such claim, if it is made, without delay.

6.28. Data Ownership

- a. By virtue of the Agreement, the Successful bidder's team may have access to personal and business information of CGRVVN or a third party. CGRVVN have the sole ownership of and the right to use, all such data in perpetuity including any data or other information pertaining to the subscriber that may be in the possession of the Successful bidder or Successful bidder's team in the course of performing the Service(s) under the Agreement.
- b. The data shall be deemed to be owned by the CGRVVN, shall never form part of assets of the service provide and shall be bankruptcy remote. The Successful bidder will have to take requisite affirmative steps to ensure data security, protection and needs to give timely notice of breach of data privacy to help mitigate damage, avoid embarrassing disclosure by a third party, allow time to address data privacy regulatory obligations and it should also timely notify receipt of legal process in connection with the data. The Successful bidder will have to have suitable tools to ensure removal of data from stores drives in

case it is requested by the CGRVVN and should provide confirmation and/or copies of materials removed from its systems when requested. The Successful bidder will have to provide backup of the data to the satisfaction of the CGRVVN. Root cause analysis report will have to be furnished if insisted upon by CGRVVN. The Successful bidder will inform CGRVVN of any circumstance that preclude or seriously jeopardize its capacity to effectively provide services extended to CGRVVN.

6.29. Representations and Warranties

- c. In order to induce CGRVVN to enter into the Agreement, the Successful bidder hereby represents and warrants as of the date hereof, which representations and warranties shall survive the term and termination hereof, the following:
 - i. That the Successful bidder has the requisite qualifications, skills, experience and expertise in providing Information and Communication Technology (ICT) and other Service(s) contemplated hereunder to third parties, the technical know-how and the financial wherewithal, the power and the CGRVVN to enter into the Agreement and provide the Service(s)/Systems sought by CGRVVN.
 - ii. That the Successful bidder is not involved in any major litigation, potential, threatened and existing, that may have an impact of affecting or compromising the performance and delivery of Service(s) /Systems under this Agreement.
 - iii. That the representations made by the Successful bidder in its bid are and shall continue to remain true and fulfil all the requirements as are necessary for executing the duties, obligations and responsibilities as laid down in the Agreement and the Bid Documents and unless CGRVVN in writing specifies to the contrary, the Successful bidder shall be bound by all the terms of the bid.
 - iv. That the Successful bidder has the professional skills, personnel and resources/ authorizations that are necessary for providing all such services as are necessary to perform its obligations under the bid and the Agreement.

- v. That the Successful bidder shall ensure that all assets including but not limited to software's, licenses, databases, documents, etc. developed, procured, deployed and created during the term of the Agreement are duly maintained and suitably updated, upgraded, replaced with regard to contemporary and statutory requirements.
- vi. That the Successful bidder shall use assets of CGRVVN may permit for the sole purpose of execution of its obligations under the terms of the Agreement. The Successful bidder shall, however, have no claim to any right, title, lien or other interest in any such asset, and any possession of such assets for any duration whatsoever shall not create any right in equity or otherwise, merely by fact of such use or possession during or after the term hereof.
- vii. That the Successful bidder shall procure all the necessary permissions and adequate approvals and licenses for use of various software and any copyrighted process/product free from all claims, titles, interests and liens thereon and shall keep CGRVVN, its directors, officers, employees, representatives, consultants and agents indemnified in relation thereto.
- viii. That all the representations and warranties as have been made by the Successful bidder with respect to its bid and PO/ Agreement, are true and correct, and shall continue to remain true and correct through the term of the Agreement.
- ix. That the execution of the Service(s) herein is and shall be in accordance and in compliance with all applicable laws as amended from time to time and the regulatory framework governing the same.
- x. That there are (a) no legal proceedings pending or threatened against the Successful bidder or its team which adversely affect/ may affect performance under this Agreement; and (b) no inquiries or investigations have been threatened, commenced or pending against the Successful bidder or its team members by any statutory or regulatory or investigative agencies.
- xi. That the Successful bidder has the corporate power to execute, deliver and perform the terms and provisions of the Agreement and has taken all

necessary corporate actions to authorize the execution, delivery and performance by it of the Agreement.

- xii. That all conditions precedent under the Agreement have been complied.
- xiii. That neither the execution and delivery by the Successful bidder of the Agreement nor the Successful bidder's compliance with or performance of the terms and provisions of the Agreement:
 - 1. will contravene any provision of any applicable law or any order, writ, injunction or decree of any court or governmental CGRUVN binding on the Successful bidder.
 - 2. will conflict or be inconsistent with or result in any breach of any or the terms, covenants, conditions or provisions of, or constitute a default under any agreement, or instrument to which the Successful bidder is a party or by which it or any of its property or assets is bound or to which it may be subject or;
 - 3. will violate any provision of the Memorandum and Articles of Association of the Successful bidder.
- xiv. That the Successful bidder certifies that all registrations, recordings, filings and notarizations of the Agreement and all payments of any tax or duty, including without limitation stamp duty, registration charges or similar amounts which are required to be effected or made by the Successful bidder which is necessary to ensure the legality, validity, enforceability or admissibility in evidence of the Agreement have been made.
- xv. That the Successful bidder confirms that there has not and shall not occur any execution, amendment or modification of any Agreement without the prior written consent of CGRUVN, which may directly or indirectly have a bearing on the Agreement or Service(s).
- xvi. If a court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to affect the intent of the parties.

6.30. Miscellaneous

- d. Successful bidder is expected to peruse all instructions, forms, terms and specifications in this Agreement and its Annexures.

- e. Successful bidder would undertake to provide appropriate human resources, over and above the minimum number of resources prescribed in this PO, as well as other resources (PC/ laptop etc) required, to execute the various tasks assigned as part of the project, from time to time.
- f. CGRVVN shall not be held liable for additional costs incurred during any discussion on contracts or for any work performed in connection therewith.
- g. Successful bidder shall promptly notify CGRVVN of any event or conditions, which might delay the completion of project in accordance with the approved schedule and the steps being taken to remedy such a situation.
- h. Successful bidder shall indemnify, protect and save CGRVVN against all claims, losses, costs, damages, expenses, action suits and other proceedings, resulting directly or indirectly from an act or omission of Successful bidder, its employees, its agents, in the performance of the services provided by Agreement, infringement of any patent, trademarks, copyrights etc. or such other statutory infringements in respect of all components provided by Successful bidder as part of the delivery to fulfil the scope of this project.
- i. Depending on requirement, CGRVVN may decide to move its project site to other locations during the Agreement period. Successful bidder will continue to provide the respective services at the new location, if so decided, without any extra cost.
- j. Any publicity by Successful bidder in which the name of CGRVVN is to be used should be done only with the explicit written permission of CGRVVN.
- k. Successful bidder is obliged to give sufficient support to CGRVVN's staff, work closely with CGRVVN's staff, act within its own CGRVVN, and abide by directives issued by CGRVVN that are consistent with the terms of the order. Successful bidder is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanours.
- l. CGRVVN reserves the exclusive right to make any amendments/ changes to or cancel any of the above actions or any other action related to this PO.
- m. Personnel engaged by the Successful bidder for performance of its obligations under the work, shall, for all purpose, including applicability of law and welfare enactments, be the employee/staff of the Successful bidder and they shall

have no claim to be appointed in the services of CGRVVN. Successful bidder shall take suitable measures for them in this regard.

PART I- TECHNICAL PROPOSAL

Annexure –1- PROPOSAL COVERING LETTER

Original (duly signed by Bidder) as part of Technical Proposal - (Envelope B)

Date:

To,

Managing Director

Chhattisgarh Rajya Van Vikas Nigam Limited

Office Campus, Block - A

Sector- 24, Nava Raipur, Atal Nagar

Raipur (C.G)- 492002

Dear Sir/Madam,

We (Name of the Bidder) here by submits our proposal in

response to notice inviting RFP date.....and RFP document no and confirm that:

1. All information provided in this proposal and in the attachment 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 bid is 180 days from the date of opening of RFP,
4. We are quoting for all the services mentioned in the RFP.
5. We are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.
6. I/ We acknowledge the right of the CGRVVN to cancel the tender process at any time or to reject any Proposal without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
7. I/ We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
8. I/We agree and undertake to abide by all the terms and conditions of the tender document.
9. The CGRVVN may contact the following person for further Information regarding this RFP:
 - a. Name and full address of office, Contact No., Email ID, Company Name
10. We are submitting our Eligibility Criteria proposal, bid documents and technical bid documents.

Dated this Day of 2024 (Signature) (In the capacity of)

Duly authorized to sign the RFP Response for and on behalf of:

(Name and Address of Company) Seal/Stamp of Bidder

CERTIFICATE AS TO AUTHORISED SIGNATORIES

I, certify that I am of the ,

and that _____ who signed the above Bid is authorized to bind the corporation by CGRVVN of its governing body.

Date

(Seal here)

Enclosure:

1. Cost of Tender Document in the form of DD
2. EMD in the form of DD
3. General Information about Bidder (Annexure-2)
4. Power of attorney of signing of the proposal (Annexure-3)
5. Technical Capacity (Annexure- 4)
6. Financial Capacity (Annexure - 5)
7. Not Blacklisted Certificate (Annexure 6)
8. Duly filled Annexure 7 with relevant page numbers
9. All supporting documents asked in the Eligibility Criteria as per Section 3 and Annexure 7
10. Tender document duly signed.

Annexure –2- GENERAL INFORMATION ABOUT BIDDER

Original Copy (duly signed by Bidder) as part of Technical Proposal

S. No	Particular	Description	Document if any at page no
1	Name and Address of the Bidder/ Firm/ Organization / Company		
2	Type of Legal Entity (Proprietorship/ Partnership/ Private Ltd / Startup etc. (Furnish copies of partnership Deed / Memorandum of Association Start up registration Certificate etc.))		
3	Contact Number		
4	E-mail:		

5	Mobile No:		
6	Name of Authorized Representative (Chief Executive Officer / Director) (Telephone No)		
7	Name of the contact person regarding the Bid: Designation: Contact Details (Mobile number):		
8	Year of Establishment		
9	GST No. (enclose certificate)		
10	Income Tax PAN (enclose copy)		
11	Description of the business undertaken by the bidder		

Mandatory Enclosure: All the requisite supporting documents in support of above should be submitted.

Annexure 3 - FORMAT FOR POWER OF ATTORNEY

(Original copy as part of Technical Proposal on stamp paper of value required under law
duly signed by Bidder for the RFP)

Dated:

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), _____ son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of [_], as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our proposal for "Selection of Agency the implementation of Corporation Decision Support System (CDSS)", issued by The Managing Director, Chhattisgarh Rajya Van Vikas Nigam Limited (the "CGRVVN") including

but not limited to signing and submission of all applications, Bids and other documents and writings, participate in Pre Bid Meeting and other conferences and providing information / responses to the CGRVVN, representing us in all matters before the CGRVVN, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our Bid, and generally dealing with the CGRVVN in all matters in connection with or relating to or arising out of our Proposal for the said Project and/or upon award thereof to us and/or till the entering into of the Agreement with the CGRVVN

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

IN WITNESS WHEREOF WE _____, THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THISDAY OF, 2024.

For_____

(Signature)

(Name, Title and Address) Witnesses:

1.

2.

(Signature)

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

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

Annexure 4 - TECHNICAL BID FORMAT

(To be filled for each service provided by the bidder) Name of the Bidder / Bidder firm:

Name and details of Client to whom services were provided	
Address, Phone no and email of client	
Brief description of actual services provided to the client	
Duration of the Contract with commencement and date of completion	Commencement Date: Completion Date:
Value of Services/Cost of Contract (In INR)	

Enclosure:

1. Copies of Work order or Satisfactory service completion certificates from client needs to be submitted in the last three years (Minimum one for each year i.e.,

FY 2021-22, FY 2022- 23, FY 2023-24). Hard Copies of the supporting documents should be arranged in same order as listed above.

2. For ongoing contracts, the bidder should submit duly certified copy of letter of award/acceptance, copy of agreement, and proof of continuation of contract from the client.
3. In the absence of requisite details, the information would be considered inadequate and may lead to exclusion of the particular project(s) in evaluation of Technical Capability. Name of Authorised Signatory

Signature of Authorised Signatory

On and on Behalf of (Name and Seal of Bidder)

Designation

Annexure 5 – FINANCIAL CAPACITY

(Average Annual Turnover in the last three years from relevant projects during last 3 years ending 31.03.2024)

Financial Year	Turnover from Relevant projects/work (INR Crore)
2021-22	
2022-23	
2023-24	
Total	
Average Annual Turnover For the past three years	

Mandatory Enclosures

—

1. Turn over Certificate from the Statutory Auditor/Chartered Accountant on the letter head of CA in original (Turnover not certified by Statutory

Auditor/Chartered Accountant having UDIN number shall not be considered for evaluation)

Yours faithfully,

Date: (Signature of the Authorized signatory)

Place: (Name and designation of the of the Authorized signatory)Name and seal of Bidder

Annexure 6 – SELF DECLARATION OF NOT BLACKLISTED

(On Company Letter Head)

Date:

To,

Managing Director

Chhattisgarh Rajya Van Vikas Nigam Limited

Office Campus, Block - A

Sector- 24, Nava Raipur, Atal Nagar

Raipur (C.G)- 492002

Dear Sir,

This is to declare that our company_____is not blacklisted by any
Government Department Organization Corporation
Authorities/bodiesanyCentral/State Government/PSU/Corporate/Trust /Societies

Date: (Signature of the Authorized signatory)
 (Name and designation of the of the Authorized
 Place: signatory)Name and seal of Bidder

Annexure 7 - CHECKLIST OF DOCUMENTS

S. No	Checklist of Documents	Page No.
1.	Original- Cost of RFP and EMD in the form of Demand Draft	
2.	Scanned copy of PAN Card	
3.	A scanned copy of Aadhaar Card of the Director of the Company and in case of Partnership firm Aadhaar Card of at least two of Partners required	
4.	Certificate of Goods and Services Tax Identification Number (GSTIN)	
5.	Letter comprising the Bid – Annexure 1	
6.	General information about the bidder – Annexure 2	
7.	Certificate of Company Incorporation and List of Latest Directors of Company (if applicable)	
8.	Power of Attorney – Annexure 3	
9.	A scanned copy of the Turnover Certificate having UDIN from the Statutory Auditor/Chartered Accountant certifying the bidder's Turnover from relevant project/work	

10.	Scanned copy of documents as per enclosures in Technical Capacity of the Bidder – Annexure 4	
11.	Copies of Work orders/ Satisfactory service certificates from clients' needs to be submitted for three years (one for each year of one having a project duration of three years)	
12.	For ongoing contracts, the bidder should submit a duly certified copy of the letter of award/acceptance, a copy of the agreement, and proof of continuation of the contract from the client.	
13.	Scanned copy of documents as per enclosures in Financial Capacity of the Bidder – Annexure 5	
14.	Self-declaration of not blacklisted - Annexure 6 (On Company's Letter Head)	
15.	Tender documents (RFP and Draft Agreement) initiated by the Authorised signatory	
16.	A brief write-up on the proposed solution, bill of material, the team proposed for the project, Project Plan any innovative ideas and thoughts on the proposed solution, and requirements to operationalize the solution.	
17.	Any other relevant Document	

Annexure 8 - FINANCIAL BID SHEET

Date:

To,

Managing Director

Chhattisgarh Rajya Van Vikas Nigam Limited

Office Campus, Block - A

Sector- 24, Nava Raipur, Atal Nagar

Raipur (C.G)- 492002

1. I/We, the undersigned, is/are pleased to provide our Financial Proposal/Bid in respect to above mentioned subject, i.e., Selection of Agency for implementation of Corporation Decision Support System (CDSS), in accordance with your Request for Proposal dated and our Technical Proposal/Bid.
2. Having gone through the RFP and having fully understood the scope of work for the assignment as set out in the RFP, we are pleased to quote the Cost implementation and Maintenance of Corporation Decision Support System (CDSS) (Inclusive of GST and all applicable taxes) for the proposed assignment as per the following table:

Total Cost of the Project

Sl. No.	Particulars	Amount (In inclusive of Taxes)	Amount (in words inclusive of Taxes)
1	Total Development Cost – (Total of Category A)		

2	Total O&M Cost for 5 Years – (Total of Category B)		
3	Blended Man-month Cost for Change Requests - (Total of Category C)		
4	Man-month Cost for the deployment of resources during O&M phase- (Total of Category D)		
Total Cost of the Project			

Category A: Development Cost:

Sl. No.	Particulars	Amount (In Rs. inclusive of Taxes)	Amount (in Words inclusive of Taxes)
1	Cost of Development and operationalization of Corporation Decision Support System (CDSS)		

Category B: O&M Cost

Sl. No	Particulars	Annual O&M Cost (Inclusive of Taxes)					Total Amount
		1 st Year	2 nd year	3 rd Year	4 th Year	5 th Year	
1	Annual O&M Cost						

Category C: Blended Man-month Cost for Change Requests

Sl. No	Particulars	Amount (In Rs. inclusive of Taxes)	Amount (in Words) inclusive of Taxes
1	Blended Man-month cost for 25-man months.		

Category D: Man-month Cost for the deployment of resources during O&M phase.

SL. No	Particulars	Amount (In Rs) inclusive of Taxes (Per Month)	Amount (in Words) inclusive of Taxes
1	Technical Resource (Graduate with 10Years of experience in Information Technology)		
2	Support resource (Graduate with 5 years of experience on operations and maintenance with Project Management certification).		
Total On Site Resource Cost			

The financial proposal submitted is unconditional.

3. The rates will be inclusive of all taxes, fees, levies, etc., and any revision in the statutory taxes, fees etc. will be the responsibility of the Bidder.
4. The annual O&M cost is converted into monthly O&M cost on pro-rata basis.

I/We hereby agree to abide by and fulfil all the terms and conditions set forth in the Tender document.

Date:

Place: Yours

sincerely,

Authorized
Signatory Full Name and
Designation Stamp of the Agency