

Chhattisgarh infotech Promotion Society
(CHIPS), State Data Centre Building, Near
Police Control Room, Civil Lines, Raipur,
Chhattisgarh-492001 Tel.: +91-771-
4014158 Email:
ceochips@nic.in,

Notice Inviting Tender

For “Request for proposal for
Empanelment of Wi-Fi Service
Providers”

Websites:
<https://eproc.cgstate.gov.in>
www.chips.gov.in

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NOTICE INVITING TENDER

FOR

Request for proposal for Empanelment of Wi-Fi Service Providers

No. **193725/CEO/CHiPS/Empanel/WiFi/2026**

Raipur, Dated 18/06/2026

Chhattisgarh infotech Promotion Society (CHiPS), the nodal agency of Department of Information Technology CHiPS invites technical and financial proposals from Wi-Fi Service Providers firms for getting empanelled with CHiPS.

The document can be download from the Website: <https://eproc.cgstate.gov.in> and www.chips.gov.in response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

1.1 Issuer

The CEO

Chhattisgarh infotech Promotion Society, Raipur

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

Chhattisgarh-492001

Tel: + 91 – 771 – 4014158 Fax:

+ 91 – 771 – 4014158 Email:

ceochips@nic.in

Website: www.chips.gov.in & www.cgstate.gov.in

1.2 Address for business query and Correspondence

The CEO,

Chhattisgarh infotech Promotion Society, Raipur

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

Chhattisgarh-492001

Tel: + 91 – 771 4014158

DISCLAIMER

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

The purpose of this TENDER document is to provide the Bidder(s) with information to get empanelled with the government of Chhattisgarh for undertaking Wi-Fi services for provision, implementation, operation, and maintenance of Wi-Fi services, in accordance with the terms and conditions specified herein. This TENDER document does not purport to contain all the information each Bidder may require. This TENDER document may not be appropriate for all persons, and it is not possible for the CHiPS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this TENDER document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this TENDER document and wherever necessary obtain independent advice from appropriate sources.

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

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

1 FACT SHEET

| | | |
|----|---|---|
| 1 | Tender No. | 193725/CEO/CHiPS/Empanel/WiFi/2026 Dated 18/06/2026 |
| 2 | Name of the Work | Request for proposal for Empanelment of Wi-Fi Service Providers |
| 3 | Objective | "Empanelment of agencies for providing plug-and-play Wi-Fi Internet services, Access Point (AP) hardware, and on-site technical support for temporary/event-based requirements on a rental basis |
| 4 | Name of the issuer of this tender | Chhattisgarh Infotech Promotion Society (CHiPS) |
| 5 | Date of issue of tender document | 18/06/2026 |
| 6 | Last date sending Pre Bid Query | 25/06/2026 |
| 7 | Pre Bid Meeting | 26/06/2026 at 12:00 PM Offline:- At Office of CHiPS 10 th Floor, CBD Building, Commercial Tower C, Nawa Raipur, Atal Nagar Chhattisgarh– 492001 |
| 8 | Last Date for Submission of Bid | 14/07/2026 up to 12:00 Hrs. |
| 9 | Last Date for Submission of Physical document | 14/07/2026 up to 17:00 Hrs. |
| 10 | Date of Bid Opening | 14/07/2026 ,18:00 Hrs. |
| 11 | Address of Communication | State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh– 492001 |
| 12 | Earnest Money Deposit (EMD) | Rs. 2,00,000/- (Rupees two lakhs only) EMD to be submitted Online through https://eproc.cgstate.gov.in Exemption from submission of EMD shall be applicable to Micro and Small Enterprises (MSEs) and Start-ups registered in the State of Chhattisgarh only, subject to submission of valid registration certificates. |
| 13 | Tender Fee | Rs. 10,000/- (including GST) |

| | | |
|----|------------------------------------|--|
| 14 | Availability of Tender Document | TENDER can be Download from https://eproc.cgstate.gov.in & www.chips.gov.in . |
| 15 | Validity of Proposal | Proposals must remain valid 180 days after the Submission date. |
| 16 | Method of Selection | L1 matching empanelment |
| 17 | Bid Submission | Bid submission will be online through https://eproc.cgstate.gov.in only. |
| 18 | Physical Document Submission | <ul style="list-style-type: none"> • Bid submission will be online through https://eproc.cgstate.gov.in only. • Power of Attorney in the name of authorized signatory for signing the bid, in sealed cover on Last Date for Submission of Physical document. • Financial Proposal should not be submitted in hard copy. If submitted, bid will be summarily rejected. • Please note that only online bids will be considered for evaluation of offers. • Certification by the bidder that online and offline offer are identical in all respects as per Annexure X |
| 19 | Periodic Empanelment | As the Empanelment is valid for 3 years, CHiPS may reopen the Empanelment on the same terms and conditions to induct additional Wi-Fi Service Providers, on the last week of January 2027, July 2027, and subsequently as per operational requirements. Existing empanelled providers need not participate in reopened empanelments but may do so if they wish. |
| 20 | Consortium or JV | Not permitted |
| 21 | Contact person for sending queries | CEO, CHiPS Office of CHiPS, Civil Lines Opposite New Circuit House, Raipur- 492001 Phone: 0771-4014158 Email: ceochips@nic.in , empl.chips@cgchips.in |

Note

1. CHiPS reserve the right to change any schedule of bidding process. Please visit <https://eproc.cgstate.gov.in> regularly for the same.

2 BACKGROUND INFORMATION

2.1 ABOUT CHHATTISGARH

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

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

Its' large power surplus is attracting power-intensive industries, and the State is poised to become the power-hub of the nation. Its central location helps easy power transmission to any part of the country. 12% of India's forests are in Chhattisgarh, and 44% of the State's land is under forests. Identified as one of the richest bio-diversity habitats, the Green State of Chhattisgarh has the densest forests in India, rich wildlife, and above all, over 200 non- timber forest produces, with tremendous potential for value addition. One third of Chhattisgarh's population is of tribes, mostly in the thickly forested areas in the North and South. The central plains of Chhattisgarh are known as the "Rice Bowl" of Central India. Female literacy has doubled in the last decade, and male literacy is higher than India's average. Gender ratio is next only to Kerala. Bastar is known the world over for its unique and distinctive tribal heritage. The Bastar Dashera is the traditional celebration of the gaiety of tribal. Many virgin, unexplored tourism destinations are there in all the parts of Chhattisgarh.

2.2 ABOUT CHiPS

Chhattisgarh Infotech Promotion Society (CHiPS) is the nodal agency and prime mover for propelling IT growth & implementation of the IT & e-Governance projects in the State of Chhattisgarh. CHiPS is involved in the end-to-end implementation of the following major projects:

-

- State Wide Area Network -CG SWAN
- E-District (Online G2C Services)
- Common Service Centres (CSC) –Rural CHOICE
- Khanij Online

- Geographical Information System (GIS)
- e-Procurement
- State Data Centre
- 36-Inc
- BharatNet

Vision statement

“To empower the people of Chhattisgarh through universal access to information and Government services making effective use of information and communication technologies.”

2.3 BRIEF ABOUT EMPANELMENT OF Wi-Fi SERVICE PROVIDERS

CHiPS is seeking the services of experienced Wi-Fi Service Providers to support various departmental and project initiatives through empanelment. The selected bidders shall provide qualified technical and support resources, as and when required, task-based basis for undertaking Wi-Fi-related assignments.

The empaneled reputed Wi-Fi Service Providers having relevant experience of providing Wi-Fi services. The empaneled bidders would be expected to provide WiFi services on rental basis to undertake Wi-Fi Service Providers engagements. Government departments under state require secure, scalable, and reliable Wi-Fi connectivity without capital expenditure, ensuring predictable operating costs.

The objectives of this empanelment are to:

- Adopt Wi-Fi as a Service (Rental Model).
- Transition procurement from CAPEX to OPEX.
- Standardize service levels and security controls.
- Enable faster deployment and scalability.

The period of empanelment shall be three (03) years from the date of signing of the Empanelment Agreement, which may be extended further upon mutual consent and satisfactory performance.

To be eligible for empanelment, bidders must demonstrate their credentials through adequate documentary evidence, including organizational experience, past project credentials, technical expertise. The evaluation of proposals shall be based on the bidder's organizational capacity,

financial strength, availability and feasibility of the services, relevant experience in Wi-Fi projects, and other criteria as specified in this Tender document.

The RFP outlines a list of indicative areas of work, and the specific projects and scope of work will evolve depending on the requirements of Concern authority. Empanelled bidders will not have any employment obligation to CHiPS.

Overall, this RFP seeks to establish a panel of qualified Wi-Fi service providers to support the various initiatives of Concern authority.

Interested parties may view and download the tender document containing the detailed terms & conditions from the website <https://eproc.cgstate.gov.in>. The bids are to be submitted as per procedure given in this document.

Financial bids as per Annexure VIII have been invited from the empanelled bidders against the various categories of resources as defined in this document.

3 Indicative Scope of Work

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

- Site survey and network design for the event at specific venue/location.
- Arranging Wi-Fi equipment (Access Points, Switches, SLA Monitoring tool and necessary cables along with accessories.
- Providing bandwidth as per requirement along with required network devices i.e. Switch, Router etc.
- Installation, commissioning, configuration and testing.
- Integration with existing network bandwidth.
- On-site Resident Engineer for the duration of the event (Start to Finish).
- De-installation Removal of all assets post-event.

The indicative scope of work for above BoQ includes, but is not limited to:

- Site survey and network design for the event at specific venue/location.
- Indoor/outdoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment
- Submission of system generated uptime report, Bandwidth Utilization Report, report for Number of users connected through Access Points (APs).

- **Access Point Placement Criteria -**

- In case of a **room**, a max. of **one (01) indoor Access Point (AP)** shall be provided by the agency.
- In case of a **hall or large enclosed area**, **two (02) to three (03) APs** shall be deployed, depending on the size and usage.
- In case of an **open area**, AP deployment shall be planned based on site conditions, user density, and signal strength requirements to ensure seamless coverage and performance.

Note: Final AP quantity and placement shall be determined based on site survey and approved by the department before deployment

- **Bandwidth Utilization:** The network shall be designed such that **utilization does not exceed 75% of the available bandwidth**, always maintaining at least 25% buffer capacity to ensure optimal performance and scalability.

The Service Provider shall provide temporary Wi-Fi services. The connectivity shall be delivered via a standard Ethernet handoff (RJ45) at the designated control room or venue location, inclusive of all necessary terminating equipment (modems, media converters, and routers).

Please note that this is only indicative scope of work and the specific scope of work including detailed activities shall be specified by respective Concern authority while awarding Wi-Fi Service engagements to the empanelled Wi-Fi Service Firm.

4 Eligibility Criteria

The bidder must possess the requisite experience, strength and capability in providing the Wi-Fi related services to various departments / offices / boards / directorates of the Government of Chhattisgarh. The bidder must also possess the technical know-how and the financial wherewithal that would be required for successfully providing services sought by the CEO, Chhattisgarh Infotech Promotion Society, Raipur, for the entire period of the contract. The bids must be complete in all respect and must comply with all terms and conditions stipulated in this document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|-------------------|--|--|
| 1 | Legal Entity | The Bidder must be a company registered under the companies Act/LLP Act/Partnership Act/Proprietorship. The Bidder | Certificate of registration as Firm/LLP/ Partnership Act/ Proprietorship |

| S. No. | Basic Requirement | Specific Requirements | Documents Required |
|--------|--------------------|---|---|
| | | should be operating in India for the last Three financial years | |
| 2 | PAN/GST | Bidder should have PAN and GST registration | 1. Copy of GST 2. Copy of PAN |
| 3 | Average Turnover | Bidder should have average annual turnover of Rs. 50 Lakhs or more for the last Three financial years (2022-23, 2023-24 and 2024-2025) | 1. Copy of Audited balance sheet and profit & Loss report 2. Turnover Certificate from CA |
| 4 | General Experience | Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years. | 1. Copy of Work Order / agreement clearly reflecting the required experience |
| 5 | Non-blacklisting | The bidder is not blacklisted in any government organization as on the date of submission of bid | Self-declaration of non-blacklisting on bidders letter head |
| 6 | Power of Attorney | POA in the name of Authorized signatory to sign the bid | Scanned copy needs to be submitted online |
| 7 | EMD | Earnest Money Deposit (EMD) | Rs 2,00,000.00/- (In words Two lakhs only) Online through https://eproc.cgstate.gov.in |

Note: - Only those bidders who meet the Eligibility Criteria specified above will be eligible to respond to this TENDER. The bidder's Eligibility Criteria proposal shall contain the relevant information & supporting documents to substantiate the eligibility of the bidder vis-à-vis the Eligibility Criteria.

4.1 Disqualification Due to Ongoing Disputes

1. Any company, firm, or entity (the “Bidder”) that is currently involved in, or is a party to, any pending or ongoing legal dispute, litigation, arbitration, or administrative proceeding with CHiPS; whether civil, commercial, or criminal, shall be deemed ineligible to participate in this bidding process.
2. Bidders are required to fully and accurately disclose all ongoing legal disputes with CHiPS at the time of bid submission via a Self-Declaration on the bidder’s letterhead.
3. Failure to disclose any ongoing legal disputes, or any misrepresentation regarding the same, shall constitute a material misrepresentation, entitling CHiPS to:
 - a) Reject the bid at any stage of the evaluation process; and/or
 - b) Terminate any executed contract immediately, without liability.

5 INSTRUCTIONS TO THE BIDDERS

5.1 General

- a) While every effort has been made to provide comprehensive and accurate background Information and requirements, Bidders must form their own Conclusions about the Conclusions about the of Wi-Fi Services required. Bidders and recipients of this TENDER May wish to consult their own legal advisers in relation to this TENDER.
- b) All information supplied by Bidders may be treated as contractually binding on the Bidders, on successful award of the assignment by the CHiPS on the basis of this TENDER.
- c) No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by or on behalf of the CHiPS. Any notification of preferred bidder status by the CHiPS shall not give rise to any enforceable rights by the Bidder. The CHiPS may cancel this public procurement at any time prior to a formal written contract being executed by or on behalf of the CHiPS.
- d) This TENDER supersedes and replaces any previous public documentation & Communications, and Bidders should place no reliance on such communications.
- e) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document download along with this tender for bidding process (Annexure - IX).

5.2 Compliant Tenders / Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other bidders are advised to study all instructions, forms, requirements, appendices and other information in the TENDER documents carefully. Online submission of the bid / proposal shall be deemed to have been done after careful study and examination of the TENDER document with full understanding

of its implications

- b) Failure to comply with the requirements of this paragraph may render the Proposal non-compliant and the Proposal may be rejected. Bidders must:
- Comply with all requirements as set out within this TENDER.
 - Include all supporting documentations specified in this TENDER

5.3 Pre-Bid Meeting & Clarifications

5.3.1 Bidders Queries

- a) CHiPS shall hold a pre-bid meeting with the prospective bidders on Date & time and Address mentioned in Fact Sheet of this document.
- b) The two (2) authorized representative of interested organization may attend pre-bid conference at their own cost after giving prior intimation to CEO, CHiPS.
- c) Pre-bid queries of only those bidders will be responded who have registered themselves on or before response of pre-bid queries is released.
- d) Bidders are requested to submit the e-mail address and mobile no. of one authorized person for all communications along with the registration.
- e) The Bidders will have to ensure that their queries for Pre-Bid meeting should reach to CHiPS by email (Excel File only) on or before last date for sending pre-bid queries mentioned in Fact Sheet of this document through the e-mail of only authorized representative of the bidder.
- f) The queries should necessarily be submitted in the following format:

| <u>Sr. No.</u> | <u>Participate in Tier</u> | <u>Section No.</u> | <u>Page No.</u> | <u>Tender Clause</u> | <u>Query</u> | <u>Remarks</u> |
|----------------|----------------------------|--------------------|-----------------|----------------------|--------------|----------------|
| 1 | | | | | | |
| 2 | | | | | | |
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| N | | | | | | |

- g) CHiPS shall not be responsible for ensuring that the bidder's queries have been received by them. Any requests for clarifications post the indicated date and time may not be entertained by the CHiPS.
- h) Bidders must confirm their participation in advance.

The purpose of the meeting is to provide Bidders information regarding the TENDER, project requirements, and opportunity to seek clarification regarding any aspect of the TENDER and the project. However, the 'CHiPS' reserves the right to hold or re-schedule the Pre-Bid meeting.

5.3.2 Responses to Pre-Bid Queries and Issue of Corrigendum

- a) The Officer notified by the CEO, CHiPS will endeavor to provide timely response to the queries. However, CHiPS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does CHiPS undertake to answer all the queries that have been posed by the bidders.
- b) At any time prior to the last date for receipt of bids, CHiPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the TENDER Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <https://eproc.cgstate.gov.in>.
- d) Any such corrigendum shall be deemed to be incorporated into this TENDER.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHiPS may, at its discretion, extend the last date for the receipt of Proposals.

5.4 Key Requirements of the Bid

5.4.1 Right to Terminate the Process

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

5.4.2 TENDER processing Fees

Bidder needs to pay INR 10,000 (Rupees Ten Thousand Only) to for document processing through <https://eproc.cgstate.gov.in> during bid submission.

5.4.3 Earnest Money Deposit (EMD)

- a) The agency has to submit EMD online through e-procurement portal as per details mentioned in Fact sheet Sno-12).
- b) EMD of all unsuccessful bidders would be refunded by CHiPS within 60 Days of the bidder being notified as being unsuccessful.

c) EMD amount is interest free and will be refundable to the unsuccessful bidders without any accrued interest on it.

The EMD may be forfeited:

- If a bidder withdraws its bid during the period of bid validity.
 - In case of a successful bidder, if the bidder fails to sign the contract in accordance with this TENDER.
- d) The EMD of the successful bidders shall be returned after submission of a Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakh only) in the format given at Annexure III, valid for the initial empanelment period of three (3) years from the date of signing of the Agreement.

5.4.4 Submission of Responses

- a) Please refer “Guidelines_to_Bidders_EPS_v1.1” PDF document download along with this tender for bidding submission process.

5.4.5 Authentication of Bids

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

5.5 Preparation and Submission of Proposal

5.5.1 Proposal Preparation Costs

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

5.5.2 Language

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

5.6 Evaluation process

- a) CHiPS will constitute a Tender Evaluation Committee to evaluate the responses of the bidders.
- b) The Tender Evaluation Committee constituted by the CHiPS shall evaluate the responses to the TENDER and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection of the bid.
- c) The decision of the Tender Evaluation Committee in the evaluation of responses to the TENDER shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Tender Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in the TENDER.

5.6.1 Tender Opening

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence may not be required however participating bidders' authorized representatives can mark attendance online during bid opening.

5.6.2 Tender Validity

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

5.6.3 Tender Evaluation

- a) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;
 - i. Are not submitted in as specified in the TENDER document.
 - ii. Received without the Letter of Authorization (Power of Attorney).
 - iii. Are found with suppression of details
 - iv. With incomplete information, subjective, conditional offers and partial offers submitted
 - v. Submitted without the documents requested in the checklist
 - vi. Have non-compliance of any of the clauses stipulated in the TENDER
 - vii. With lesser validity period.
- b) All responsive Bids will be considered for further processing as below.

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

- i. Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- ii. The CHiPS may ask for additional clarification documents against the bidder submitted as part of bid response. No new documents will be entertainment conduct for bid evaluation. Conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- iii. Further, the scope of the evaluation committee may also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period.
- iv. Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance.
- v. Proposal document shall be evaluated as per the following steps.

c) Preliminary Examination of Eligibility Criteria documents:

The Eligibility Criteria document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

d) Evaluation of document:

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below.

All supporting document submitted in support of Eligibility Evaluation matrix should comply the following: -

- i. Soft copies of supporting documents to be submitted on online portal however CHiPS may request for clarification for incomplete details or may request for hard copies in quality print as and when required.
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.

- iii. Completion certificate should clearly indicate the value and duration of the project.
- iv. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

Bidders failing to comply any of the above then the Bid will be summarily rejected.

5.6.4 Evaluation of Financial Bid:

- 1) Of the financial bids opened, lowest financial quote for each group/category will be considered as L1 for the respective domain. All the other qualified bidders (L1 to Ln) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
- 2) In order to create a panel, the other qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table for each line item. All the qualified bidders, who match the Rate Chart Table, shall be declared as qualified for empanelment.
- 3) After bid process completion CHiPS will publish the discovered rate against each line item for the Empaneled firms. Concern authority may be able to engage such agencies for their specific requirements thereafter.
- 4) Mere empanelment with CHiPS/Govt. of Chhattisgarh does not guarantee allocation of work

5.7 Deciding Award of Contract

- i. CHiPS reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CHiPS and its appointed representative on the date asked for, at no cost to the CHiPS. The CHiPS may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- ii. CHiPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened/rejected online during selection process.
- iii. The bidder's name, the Financial Quotes, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHiPS at the opening of bid.

- iv. CHiPS shall inform those Bidders whose proposals are accepted via issuance of Letter of Intent (LoI) in duplicate copy. Bidder shall acknowledge the LoI and return the duplicate copy duly sealed and signed, within seven days from the issue of LoI by CHiPS.
- v. After acceptance of LoI Performance Security shall be deposited as specified in this document for signing an Agreement with CHiPS.
- vi. CHiPS will sign the Agreement with Empaneled Bidders for a period of 36 months.

5.8 Eligibility Proposal

- **Eligibility Criteria**

Eligibility Criteria document as per eligibility criteria specified under Section -4 above along with the following documentations:

- a) The profile of the bidder along with required certifications that the period of validity of bids is 180 days from the last date of submission of proposal.
 - b) Audited annual financial results (balance sheet and profit & loss statement showing business in India) of the bidder for the last financial years.
 - c) Power-of-attorney granting the person signing the proposal the right to bind the bidder as the 'Constituted attorney of the Directorate'.
 - d) A copy of the Tender Document, all pages duly-signed by the authorized signatory towards acceptance of the terms and conditions of the Tender Document.
 - e) Proposal particulars
 - f) Proposal letter
 - g) All relevant document for Eligibility
 - h) Annexure XI for Eligibility Criteria Qualification
 - i) All applicable annexures duly filled and signed
 - j) Any other document required to satisfy /comply RFP terms and conditions
- **Commercial proposal**
 - a. Commercial Quote online

5.9 Modification and withdrawal of Bids

- i. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the CHiPS.
- ii. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

5.10 Proposal Forms

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. CHiPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

5.11 Local Conditions

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.
- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CHiPS shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CHiPS. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the CHiPS on account of failure of the Bidder to know the local laws / conditions.
- iv. The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

5.12 Contacting the Chhattisgarh infotech Promotion Society, Raipur

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.

- Bidder shall not approach CHiPS officers after office hours and/or outside CHiPS office premises, from the time of the proposal opening till the time the Contract is awarded.

5.13 Tentative Schedule of Events

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

5.14 Opening of Proposal

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing bidders Proposal will be opened online.

The commercial proposal would be opened for qualified bidders. The Evaluation Committee or its authorized representative will open the tenders.

Sequence of online Bid is as follows:

- a. EMD
- b. Eligibility Criteria
- c. Commercial

5.15 Confidentiality

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

information will be used only for the purposes of this tender and shall not be disclosed to any third party for any reason what-so-ever.

- At all time of the performance of the services, the Bidder shall abide by all applicable security rules, policies, standards, guidelines and procedures. The Bidder should note that before any of its employees or assignees is given access to the Confidential Information, each such employee and assignees shall agree to be bound by the term of this tender and such rules, policies, standards, guidelines and procedures by its employees or agents.
- The Bidder should not disclose to any other party and keep confidential the terms and conditions of this Contract agreement, any amendment hereof, and any Attachment or Annexure hereof.
- The obligations of confidentiality under this section shall survive even after completion of this contract and the parties entering in contract with sign a non-disclosure agreement with CHiPS and adhere to its provisions if any lapse is found or it is found that the parties using confidential data for any purpose without prior sanction of CHiPS , it will attract strict legal actions and will have to pay the claims and damaged as may be asked by CHiPS.
- The successful bidder must maintain absolute confidentiality of the documents/ maps/ tools collected in any form including electronic media and any other data/information provided to him for the execution of the work.
- The bidder should not use the Project data for any purpose other than the scope of work specified in the document and added/ amended before signing the contract.
- If at any stage it is found that the bidder is using the data provided by the client any time during the contract execution or after completion of the contract for any other purposes, stringent legal action will be initiated as per applicable law of land and the contract will be terminated without assigning any reasons.
- Bidder shall not disclose to any one, any information marked as confidential and communicated or made available or accessible by the firm during execution of the work.

5.16 Execution of Agreement

After acknowledgement of the Letter of Intent (LoI) by the empanelled bidder(s), the successful bidder shall submit a Performance Bank Guarantee (PBG) of ₹2,00,000/- (Rupees Two Lakh only) in the format at Annexure III, valid for a period of three (3) years from the date of signing of the Agreement.

Upon receipt and verification of the valid PBG by CHiPS, the EMD submitted by the successful bidder

shall be released/refunded.

The successful bidder shall execute and sign the Agreement with CHiPS within twenty-one (21) days from the date of issue of the LoI, failing which CHiPS may take appropriate action as per the tender conditions, including forfeiture of EMD and cancellation of the LoI.

5.17 Duration of the contract:

The Empanelment Agreement shall initially be valid for a period of thirty-six (36) months from the date of signing. CHiPS may, at its discretion and based on mutual consent and satisfactory performance, extend the Empanelment for such further period(s) as may be decided.

5.18 Terms and Conditions: Applicable Post Award of Contract

5.18.1 Termination Clause

i) Right to Terminate the Process

CHiPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHiPS under the following circumstances: -

- The selected bidder commits a breach of any of the terms and conditions of the bid.
- The bidder goes into liquidation, voluntarily or otherwise.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the Agreement provided a cure period of atleast thirty (30) days is provided to the bidder to complete the assignment/rectify any defect.
- If deductions on account of penalties and/or liquidated damages in respect of any individual Work Order exceed ten percent (10%) of the Work Order Value for that Work Order.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHiPS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder. However, all such recoveries shall be subject to a maximum of 5% of the value of the difference in cost of procurement of undelivered services.
- CHiPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

II) Consequences of Termination

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to

the stipulated term of the Contract or otherwise], CHiPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.

- Nothing herein shall restrict the right of CHiPS to invoke the CHiPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHiPS under law or otherwise
- The termination hereof shall not affect any accrued right or liability of either Party nor affect the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

5.18.2 Dispute Resolution Mechanism

The Bidder and the CHiPS shall endeavour their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The party raising a dispute shall address a written notice to the other party, requesting an amicable settlement of the dispute within seven (7) days of becoming aware of the matter giving rise to the dispute.
- b) Upon receipt of the notice, the matter shall be referred for negotiation between an officer nominated by CHiPS and the authorized official of the Bidder. Both parties shall promptly enter into good faith discussions and shall use all reasonable efforts to resolve the dispute amicably. The parties shall further endeavor to reach a mutually acceptable resolution within thirty (30) days from the date of receipt of the notice. Both parties shall cooperate fully and provide all necessary information to facilitate such resolution.

In the event that the dispute cannot be resolved through amicable discussions within the thirty (30) day period, either party shall have the right to initiate proceedings before a court of competent jurisdiction. The parties expressly agree that only the courts at Raipur and the High court of Chhattisgarh having territorial jurisdiction over Raipur shall have exclusive jurisdiction to adjudicate all disputes arising under or in connection with this Agreement.

Nothing in this clause shall prejudice or restrict the right of either party to seek any interim or injunctive relief from a court of competent jurisdiction to protect its interests pending the resolution of the dispute.

5.18.3 Notices

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing, e-mail or Facsimile.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

5.18.4 Force Majeure

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or CHiPS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or CHiPS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

5.18.5 Failure to agree with Terms and Conditions of the TENDER

Failure of the successful bidder to agree with the Terms & Conditions of the TENDER shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

5.19 Limitation of Liability

The aggregate liability of the Selected Bidder to CHiPS, whether under the Agreement, in tort, or otherwise, shall not exceed the total value of the respective Work Order issued under this Empanelment, except for liability arising out of:

- (a) breach of confidentiality obligations under Clause 5.15 (Confidentiality);
- (b) willful misconduct or gross negligence in performance of services; or
- (c) third-party intellectual property infringement indemnity under Clause 5.22 (Indemnity).

In respect of the exceptions (a) to (c) above, the Selected Bidder's liability shall be determined in accordance with applicable law or as otherwise specifically provided in this RFP.

5.20 Right of Monitoring, Inspection and Periodic Audit

The CHiPS reserves the right to inspect and monitor / assess the progress / performance at any time during the course of the Contract, after providing due notice to the Selected Bidder. The CHiPS may demand, and upon such demand being made, the selected bidder shall provide with any document, data, material or any other information required to assess the progress of the project.

The CHiPS shall also have the right to conduct, on giving a prior notice of at least thirty (30) days, either itself or through any another agency as it may deem fit, an audit to monitor the performance by the Selected Bidder of its obligations/functions in accordance with the standards committed to or required by the CHiPS and the Selected Bidder undertakes to cooperate with and provide to the CHiPS / any other Consultant/ Agency appointed by the CHiPS, all documents and other details as may be required by them for this purpose. Any deviations or contravention identified as a result of such audit/assessment would need to be rectified by the Selected Bidder failing which the CHiPS may, without prejudice to any other rights that it may have, issue a notice of default. Chhattisgarh infotech Promotion Society's Obligations

The CHiPS representative shall interface with the Selected Bidder, to provide the required information, clarifications, and to resolve any issues as may arise during the execution of the Contract.

CHiPS shall ensure that timely approval is provided to the selected Bidder, where deemed necessary, which should include diagram / plans and all specifications related to services required to be provided as part of the Scope of Work.

As per Request by Department, CHiPS reserves the right to ask for change within 30 days time to the selected bidder in case of non – performance etc.

5.21 Information Security

The Selected Bidder shall not carry and/or transmit any material, information, layouts, diagrams, storage media or any other goods/material in physical or electronic form, which are proprietary to or owned by the CHiPS, out of premises, without prior written permission from the CHiPS.

The Selected Bidder shall, upon termination of this agreement for any reason, or upon demand by CHiPS, whichever is earliest, return any and all information provided to the Selected Bidder by CHiPS, including any copies or reproductions, both hard copy and electronic.

5.22 Indemnity

The Selected Bidder shall execute and furnish to the CHiPS, a Deed of Indemnity in favour of the CHiPS, in a form and manner acceptable to CHiPS, indemnifying CHiPS from and against any third party costs, losses, damages, expenses, claims including those from third parties owing infringement or misappropriation of a patent, copyright, trademark and trade secret, arising or incurred inter- alia during and after the Contract period arising out of:

Negligence or wrongful act or omission in connection with or incidental to this Contract; or

Any breach of any of the terms the Selected Bidder's Proposal as agreed, the Tender and this Contract by the Selected Bidder or its team.

The indemnity shall be to the extent of 100% of Work orders in favor of the CHiPS.

5.23 Payment Schedule

5.23.1 Payment Milestones

| Payment Terms | Percentage | Document Required |
|-------------------------------|------------|--|
| On completion concerned event | 100% | <ul style="list-style-type: none">• Field Survey Report, duly verified and signed by the CHiPS or its authorized representatives• Installation and Commissioning Reports duly completed and submitted.• Bandwidth Utilization Report, indicating network uptime.• Details of Number of Users Connected through Access Points (APs).• Three (03) copies of Invoice, duly submitted. |

Note: Wi-Fi service provider Firm shall be entitled to raise invoices (along with all supporting documents), as mentioned above. CHIPS shall release payments against all valid invoices, subject to the satisfactory acceptance of the deliverables as per the scope of work.

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5.23.2 Penalty terms

| S. No. | Incident | Description | Penalty |
|---------------|---------------------------------------|---|--|
| 1. | Delay in Commissioning / Installation | Failure to complete the installation, testing, and making the Wi-Fi network live by the time specified in the Work Order. | 5% of the total Rental Value for the first hour; 2% for every hour thereafter. |
| 2. | Uptime SLA | >98% uptime to be maintained | Any drop in SLA by 0.5% will be penalized at the rate of 2.5% of the Daily Rental value. If SLA drops below 85%, 100% of that day's rental is deducted |
| 3. | Technical Support | Failure to provide an on-site L2 Engineer/Support person during event hours. | 25% of that day's rental is deducted. |
| 4 | Any other penalty (if required) | Any other penalty specific to event may be added | To be included as part of request sent for any event |

5.24 Events of Default by the Selected Bidder

The failure on the part of the Selected Bidder to perform any of its obligations or comply with any of the terms of this contract shall constitute an Event of Default on the part of the Selected Bidder. The events of default as mentioned above may include inter-alia the following:

- The Selected Bidder has failed to perform any instructions or directives issued by the CHiPS which it deems proper and necessary to execute the scope of work under the Contract, or
- The Selected Bidder has failed to adhere to any of the key performance indicators as laid down in the Key Performance Measures / Contract, or if the Selected Bidder has fallen short of matching such standards/targets as CHiPS may have designated with respect to any task necessary for the execution of the scope of work under this Contract. The above mentioned failure on the part of the Selected Bidder may be in terms of failure to adhere to timelines, specifications, requirements or any other criteria as defined by CHiPS;
- The Selected Bidder has failed to remedy a failure to perform its obligations in accordance with the

specifications issued by the CHiPS, despite being served with a default notice which laid down the specific deviance on the part of the selected Bidder to comply with any stipulations or standards as laid down by the CHiPS; or

- The Selected Bidder / Bidder's Team has failed to conform to any of the Service/Facility Specifications/standards as set out in the scope of work of this Tender document or has failed to adhere to any amended direction, modification or clarification as issued by the CHiPS during the term of this Contract and which the CHiPS deems proper and necessary for the execution of the scope of work under this Contract;
- The Selected Bidder has failed to demonstrate or sustain any representation or warranty made by it in this Contract, with respect to any of the terms of its Proposal, the Tender and this Contract
- There is a proceeding for bankruptcy, insolvency, winding up or there is an appointment of receiver, liquidator, assignee, or similar official against or in relation to the Selected Bidder.
- The Selected Bidder / Bidder's Team has failed to comply with or is in breach or contravention of any applicable laws.
- Where there has been an occurrence of such defaults inter alia as stated above, the CHiPS shall issue a notice of default to the Selected Bidder, setting out specific defaults / deviances / omissions and providing a notice of Thirty days where Job greater than 6 month and 15 Days where Job duration less than 6 month to enable such defaulting party to remedy the default committed.
- Where despite the issuance of a default notice to the Selected Bidder by the CHiPS and the Selected Bidder fails to remedy the default to the satisfaction of the CHiPS, the CHiPS may, where it deems fit, issue to the defaulting party another default notice or proceed to adopt such remedies as may be available to the CHiPS.

5.25 Liquidated Damages

Subject to Clause 5.18.4 (Force Majeure), if the Selected Bidder fails to complete the services under a particular Work Order before the scheduled completion date, or if the Selected Bidder repudiates a Work Order before completion, CHiPS may, at its discretion and without prejudice to any other rights, recover liquidated damages up to a maximum of ten percent (10%) of the total value of that Work Order ('Work Order Value').

Any liquidated damages shall be calculated and applied net of any penalties already levied under Clause

5.23.3 for the same Work Order. In no event shall the aggregate of penalties and liquidated damages for a single Work Order exceed ten percent (10%) of that Work Order Value.

In case it leads to termination, CHiPS shall give thirty days' notice to the Selected Bidder of its intention to terminate the contract and shall so terminate the contract unless during the thirty days' notice period, the Selected Bidder initiates remedial action acceptable to the CHiPS.

The CHiPS may without prejudice to its right to affect recovery by any other method, deduct the amount of liquidated damages from any money belonging to the Selected Bidder in its hands (which includes the CHiPS right to claim such amount against Selected Bidder's Bank Guarantee) or which may become due to the Selected Bidder. Any such recovery or liquidated damages shall not in any way relieve the Selected Bidder from any of its obligations to complete the work or from any other obligations and liabilities under the Contract.

5.26 Continuance of the Contract:

Notwithstanding the fact that settlement of dispute(s) (if any) before a court of competent jurisdiction may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under the Scope of Work to ensure continuity of operations.

5.27 Conflict of interest

The Bidder shall disclose to CHiPS in writing, all actual and potential conflicts of interest that exist, arise or may arise (either for the Vendor the Bidder s team) in the course of performing the Service(s) as soon as practical after it becomes aware of that conflict.

5.28 Severance

In the event any provision of the Contract is held to be invalid or unenforceable under the applicable law, the remaining provisions of this Contract shall remain in full force and effect.

5.29 Governing Language

The Agreement shall be written in English language. Subject to below Clause, such language versions of the Agreement shall govern its interpretation. All correspondence and other documents pertaining to the Contract that are exchanged by parties shall be written in English language only.

5.30 "No Claim" Certificate

The Selected Bidder shall not be entitled to make any claim, whatsoever against CHiPS, under or by virtue of or arising out of, the contract, nor shall CHiPS entertain or consider any such claim, if made by the

Selected Bidder after it has signed a “No claim” certificate in favour of CHiPS in such form as shall be required by it after the work is finally accepted.

5.31 Publicity

The Selected Bidder shall not make or permit to be made a public announcement or media release about any aspect of this Contract unless the CHiPS first gives its written consent to the selected bidder.

5.32 Intellectual Property Rights (IPR)

Use of documents and Information.

- The bidder shall not, without prior written consent from Government of Chhattisgarh (CHiPS), disclose/share/use the bid document, contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Government of Chhattisgarh (CHiPS), in connection therewith, to any person other than a person employed by the bidder in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- The bidder shall not, without prior written consent of Government of Chhattisgarh (CHiPS), make use of any document or information made available for the project, except for purposes of performing the Contract.

5.33 General

➤ Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the CHiPS and Selected Bidder/ Bidder’s Team or any relationship of employer employee, principal and agent, or partnership, between the CHiPS and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as agreed under the terms of the Contract.
- CHiPS will not be under any obligation to the Implementation Agency’s Team except as agreed under the terms of the Contract.

➤ No Assignment

- The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CHiPS.

➤ 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 CHiPS notifies the Selected Bidder of its release from those obligations.
- Entire Contract
- The terms and conditions laid down in the Tender and all annexures thereto as also the Proposal and any attachments/annexes thereto 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.
- Governing Law
- This contract shall be governed in accordance with the laws of India.
- Jurisdiction of Courts
- The courts at Raipur, Chhattisgarh, and the High Court of Chhattisgarh having territorial jurisdiction over Raipur shall have exclusive jurisdiction to determine any proceeding in relation to the Agreement.
- Compliance with Laws
1. The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.
- Notices
- A “notice” means:
- a notice; or
 - A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The CEO,
Chhattisgarh infotech Promotion Society, Raipur
SDC Building, Near Police Control Room,
Civil Lines Raipur- 492 001 (Chhattisgarh)
Tel: + 91 – 771 – 4014158
Fax: + 91 – 771 – 4014158
Email: ceochips@nic.in

To Selected Bidder at:

Attn:
Address:
[Phone:]
[Fax:]

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.

➤ **Waiver**

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

➤ **Modification**

- Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

➤ **TAXES**

- Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form in e-procurement portal.

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

➤ **Application**

- These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

5.34 Fraud and Corrupt Practices

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this TENDER, the CHiPS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the CHiPS 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 Authority for, inter alia, time, cost and effort of the Authority, in regard to the TENDER, including consideration and evaluation of such Bidder s Proposal.
- Without prejudice to the rights of the CHiPS under Clause above and the rights and remedies which the CHiPS may have under the LoI or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoI or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or TENDER issued by the CHiPS during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the CHiPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.
- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

➤ **“corrupt practice” means**

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CHiPS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoI or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CHiPS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoI 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 LoI or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHiPS in relation to any matter concerning the Project;

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

5.35 Terms of Payment

| | | |
|---------|--|--|
| Payment | | |
|---------|--|--|

| Terms | Percentage | Document Required |
|-------------------------------|------------|--|
| On completion concerned event | 100% | <ul style="list-style-type: none"> • Field Survey Report, duly verified and signed by the CHiPS or its authorized representatives • Installation and Commissioning Reports duly completed and submitted. • Bandwidth Utilization Report, indicating network uptime. • Details of Number of Users Connected through Access Points (APs). • Three (03) copies of Invoice, duly submitted. |

1. All payments under this contract shall be made exclusively in **Indian Rupees (INR)**.
2. Any upward revision in the prices are not allowed.
3. Payments shall be processed on completion basis, contingent upon the verified installation, integration, formal commissioning of Access Points (APs) and service ready.
4. Payment shall be made after deduction of penalty, if any applicable.
5. Payment shall commence after issuance of Field Service Report (FSR).
6. The Successful Bidder will have full and exclusive liability for payment of all Duties, Taxes and other statutory payments payable under any or all of the Statutes/Laws/Acts etc.

5.36 Obligations

The Successful Bidder shall be obliged to implement any proposed changes once approval in accordance with Article above has been given, with effect from the date agreed for implementation.

5.37 Award of Contract

1. Of the financial bids opened, lowest financial quote for each group/category will be considered as L1 for the respective domain. All the other qualified bidders (L1 to Ln) will have to match their financials with the lowest rate (L1) for empanelment. It shall be obligatory on the part of the empaneled bidders to match the lowest rate (L1) in each category.
2. The least rates quoted amongst all the qualified bidder for each category of Services as per Annexure- IX.
3. In order to create a panel, the other qualified bidders (track wise) shall be offered to match the rates of the Rate Chart Table for each line item. All the qualified bidders, who match the Rate Chart Table, shall be declared as qualified for empanelment.
4. Upon completion of the RFP process, CHiPS will publish the rates of all the empaneled agencies

after seeking necessary approval from competent authority. Individual Departments may be able to engage such agencies for their specific requirements thereafter.

5.38 Notification of Award

Prior to expiration of the period of bid validity, Purchaser will notify the successful bidder(s) in writing, that their bid has been accepted.

5.39 Contract Period

The Empanelment Agreement shall initially be valid for a period of thirty-six (36) months from the date of signing. CHiPS may, at its discretion and based on mutual consent and satisfactory performance, extend the Empanelment for such further period(s) as may be decided.

5.40 Changes to Services

Either Party may request a change order (“Change Order”) in the event of actual or anticipated change(s) to the agreed scope of Services, Deliverables, project schedule, fee, or any other aspect of the Agreement. CHiPS will prepare a Change Order reflecting the proposed changes, including but not limited to the impact on the Deliverables, project schedule, and fee. Absent a Change Order signed by the Parties, Bidder shall not be bound to perform any additional or out-of-scope services beyond what is stated in the Agreement.

5.41 Allocation of work

1. As and when specific requirements arise, CHiPS or the concerned Department/Authority shall issue a communication to all empanelled Wi-Fi Service Providers describing the scope, location, dates, budget, and any special conditions.
2. Empanelled Wi-Fi Service Providers interested in undertaking the assignment shall submit their acceptance and resource availability confirmation within the timeline indicated. Work Orders may be allotted among interested empanelled providers based on operational considerations, past performance, capacity availability, and timeliness of response, at the sole discretion of CHiPS/concerned Authority.
3. If no empanelled Wi-Fi Service Provider expresses interest for a specific requirement despite reasonable opportunity, CHiPS reserves the right to nominate an empanelled provider or to adopt any other procurement method permissible under applicable government rules.
4. Mere empanelment does not confer any contractual right or guarantee of award of any Work Order. CHiPS retains absolute discretion in allocation decisions.

Note – All the points above are indicative. Based on requirement from the concern authority indicative points may change accordingly. Any amendments shall be considered an integral part of the official request.

5.42 Additional Resources

In the event that CHiPS determines the need to increase the number of empanelled Wi-Fi Service Providers or the volume of resources during the validity of the Empanelment, such requirement may be fulfilled by:

- (a) Reopening the Empanelment in accordance with Fact Sheet Point 19 to induct new providers; or
- (b) Engaging existing empanelled providers for increased capacity if available.

In all such cases, the concerned bidder(s) must continue to meet, without any relaxation, all eligibility, technical, and financial criteria specified in this RFP. CHiPS reserves the right to verify, re-evaluate, and seek updated documentary evidence to confirm continued compliance with the Empanelment criteria.

Only those bidders found to be fully compliant at the time of re-evaluation shall be eligible for engagement or extension. The decision of CHiPS in this regard shall be final and binding.

6 ANNEXURES

ANNEXURE I: FORMAT FOR POWER OF ATTORNEY

(To be provided scanned copy of original as part of **Bidders Proposal (Envelope – B online)** on stamp paper of value required under law duly signed by bidder for the tender)

Dated: _____

POWER OF ATTORNEY

To Whomsoever It May Concern

Know all men by these presents, we _____ (name and registered office address of the Bidder) do hereby constitute, appoint and authorize Mr. _____ (Name of the Person(s)), domiciled at _____ (Address), acting as _____ (Designation and the name of the firm), as Authorized Signatory and whose signature is attested below, as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our Proposal for **Request for proposal for Empanelment of Wi-Fi Service Providers**, vide Invitation for Tender (Tender Document) Document dated _____, issued by The CEO, Chhattisgarh infotech Promotion Society Raipur, including signing and submission of all documents and providing information and responses to clarifications / enquiries etc. as may be required by Chhattisgarh infotech Promotion Society Raipur or any governmental authority, representing us in all matters before Chhattisgarh infotech Promotion Society Raipur, and generally dealing with CHiPS in all matters in connection with our Proposal for the said Project.

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

For _____

(Signature)

(Name, Title and Address)

Accept

(Attested signature of Mr. _____)

(Name, Title and Address of the Attorney)

Notes:

To be executed by the Bidder

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Also, wherever required, the executant(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the executants(s).

ANNEXURE II- DECLARATION FOR NOT BLACK LISTED

(Scanned copy of original to be uploaded online as part of the techno-commercial proposal (Envelop B Online))

Date.....

To,

CEO, CHiPS

SDC Building, Near Police Control Room

Opp. to New Circuit House, Civil Lines

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

I / We hereby confirm that our firm has not been banned or blacklisted by any government organization/Financial institution/Court /Public sector Unit/Central Government.

Signature of Bidder.....

Place:

Name.....

Date:

Designation.....

Seal

ANNEXURE III -DRAFT PERFORMANCE GUARANTEE

(To be issued by a Bank _____)

This Deed of Guarantee executed at _____ by _____ (Name of the

Bank) having its Head/Registered office at _____ (hereinafter referred to as “the Guarantor”) which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of The CEO of Chhattisgarh infotech Promotion Society, Raipur, having its office at SDC Building, Near Police Control Room, Civil Lines, Raipur (CG) (hereinafter called “CEO, CHiPS Raipur” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns);

Whereas M/s _____, a company formed under _____ (specify the applicable law) and having its registered office at _____ has been, consequent to conduct and completion of a competitive bidding process in accordance with the letter of requirements document No. _____ dated __/__/2026 issued by CEO, CHiPS Raipur, and selected M/s _____ (hereinafter referred to as the Bidder) for the Agreement by CEO, CHiPS Raipur as more specifically defined in the aforementioned Document including statement of work and the Agreement executed between the CEO, CHiPS Raipur and Bidder. The Agreement requires the Bidder to furnish an unconditional and irrevocable Bank Guarantee for an amount of Rs. _____/- (Rupees _____ only) by way of security for guaranteeing the due and faithful compliance of its obligations under the Agreement.

Whereas, the Bidder approached the Guarantor and the Guarantor has agreed to provide a Guarantee being these presents:

Now this Deed witnessed that in consideration of the premises, we, _____ Bank hereby Guarantee as follows:

The Bidder shall implement the Project, in accordance with the terms and subject to the _____ conditions of the Agreement, and fulfil its obligations there under

We, the Guarantor, shall, without demur, pay to CEO, CHiPS Raipur an amount not exceeding Rs. _____ (Rupees _____ only) within 7 (seven) days of receipt of a written demand therefore from CEO, CHiPS Raipur stating that the Bidder has failed to fulfil its obligations as stated in Clause 1 above.

The above payment shall be made by us without any reference to the Bidder or any other person and irrespective of whether the claim of the CEO, CHiPS Raipur is disputed by the Bidder or not.

The Guarantee shall come into effect from _____ (Start Date) and shall continue to be in full force and effect till the earlier of its expiry at 1700 hours Indian Standard Time on _____ (Expiry Date) (both dates inclusive) or till the receipt of a claim, from the Chhattisgarh infotech Promotion Society, Raipur, Government of Chhattisgarh under this Guarantee, which is one month after the expiry of performance guarantee, whichever is earlier. Any demand received by the Guarantor from CEO, CHiPS Raipur prior to the Expiry Date shall survive the expiry of this Guarantee till such time that all the moneys payable under this Guarantee by the Guarantor to CEO, CHiPS Raipur

In order to give effect to this Guarantee, CEO, CHiPS Raipur shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Agreement or other documents by CEO, CHiPS Raipur or by the extension of time of performance granted to the Bidder or any postponement for any time of

the power exercisable by CEO, CHiPS Raipur against the Bidder or forebear or enforce any of the terms and conditions of the Agreement and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of CEO, CHiPS Raipur or any indulgence by CEO, CHiPS Raipur to the Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

This Guarantee shall be irrevocable and shall remain in full force and effect until all our Obligations under this guarantee are duly discharged.

The Guarantor has power to issue this guarantee and the undersigned is duly authorized to execute this Guarantee pursuant to the power granted under _____.

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

Signed and Delivered by _____ Bank by the hand of Shri _____ its _____ and authorised office.

Authorised Signatory _____ Bank

ANNEXURE IV: PARTICULARS OF THE BIDDERS

Scanned copy of original as (duly signed by bidder) as part of Technical Proposal to be uploaded online-
(Envelope –B online)

| SI No. | Information Sought | Details to be Furnished | Document if any Page No. |
|---------------|--|--------------------------------|---------------------------------|
| 1 | Name and address of the bidding Company | | |
| 2 | Incorporation status of the firm | | |
| 3 | Year of Establishment | | |
| 4 | Date of registration | | |
| 5 | ROC Reference No. | | |
| 6 | Details of company/ firm registration | | |
| 7 | Details of registration with appropriate authorities for Tax | | |
| 8 | Name, Address, email, Phone nos. and Mobile Number of Contact Person | | |

ANNEXURE V: FORMAT OF SENDING PRE-BID QUERIES

Ref: Tender Notification no <xxx> dated <dd/mm/yy>

Name of the Bidder <<.....>>

Contact Number and Address of the Bidder- <<.....>>

| <u>Sr. No.</u> | <u>Participate in Tier</u> | <u>Section No.</u> | <u>Page No.</u> | <u>Tender Clause</u> | <u>Query</u> | <u>Remarks</u> |
|----------------|----------------------------|--------------------|-----------------|----------------------|--------------|----------------|
| 1 | | | | | | |
| 2 | | | | | | |
| 3 | | | | | | |
| . | | | | | | |
| N | | | | | | |

ANNEXURE VI: PRE-CONTRACT INTEGRITY PACT

1. GENERAL

1.1. This pre-bid contract Agreement (hereinafter called the Integrity Pact) is made onthe day of the month..... of 2026 between, the Government of Chhattisgarh acting through CEO, Chhattisgarh infotech Promotion Society (CHiPS), a autonomous society under Department of Electronics and Information Technology, Government of Chhattisgarh (hereinafter called the "TENDERING AUTHORITY", which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) as the First Party, proposes to empanel Wi-Fi Service Providers for a period of three years for providing Wi-Fi related services to the Government of Chhattisgarh and M/srepresented by Shri (hereinafter called the "BIDDER ", which expression shall mean and include, unless the context otherwise requires, his successors an permitted assigns) and the Second Party, is willing to offer/ has offered.

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

2. OBJECTIVES

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

- 2.1. Enabling the TENDERING AUTHORITY to obtain the desired Service at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and
- 2.2. Enabling BIDDERS to abstain from bribing or indulging in any corrupt practices in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing any corrupt practices and the TENDERING AUTHORITY will commit to prevent corruption, in any form, by its official by following transparent procedures.

3. COMMITMENTS OF THE TENDERING AUTHORITY

The TENDERING AUTHORITY commits itself to the following:

- 3.1. The TENDERING AUTHORITY undertakes that no official of the TENDERING AUTHORITY, connected directly or indirectly with the contract, will demand, take promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organization or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.
- 3.2. The TENDERING AUTHORITY will, during the pre-contract stage, treat BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any

particular BIDDER which could afford an advantage to that particular BIDDER in comparison to the other BIDDERS.

- 3.3. All the officials of the TENDERING AUTHORITY will report the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the TENDERING AUTHORITY with the full and verifiable facts and the same prima facie found to be correct by the TENDERING AUTHORITY, necessary disciplinary proceedings, or any other action as deemed, fit, including criminal proceedings may be initiated by the TENDERING AUTHORITY and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the TENDERING AUTHORITY the proceedings under the contract would not be stalled.

4. COMMITMENTS OF BIDDERS

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

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

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

5. PREVIOUS TRANSGRESSION

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

6. EARNEST MONEY (SECURITY DEPOSIT)

- 6.1. Every BIDDER while submitting commercial bid, shall deposit an amount as specified in TENDER as Earnest Money/Security Deposit, with the TENDERING AUTHORITY
- 6.2. No interest shall be payable by the TENDERING AUTHORITY to the BIDDER on Earnest Money/Security Deposit for the period of its currency.

7. SANCTIONS FOR VIOLATIONS

- 7.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the TENDERING AUTHORITY to take all or any one of the following actions, wherever required:
 - 7.1.1. To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
 - 7.1.2. To forfeit fully or partially the Earnest Money Deposit (in pre-contract stage), as decided by the TENDERING AUTHORITY and the TENDERING AUTHORITY shall not be required to assign any reason therefore.
 - 7.1.3. To immediately cancel the contract, if already signed, without giving any compensation to the

BIDDER.

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

BIDDER can approach the Monitor(s) appointed for the purposes of this Pact.

8. FALL CLAUSE

The BIDDER undertakes that he has not supplied/is not supplying similar product/systems or subsystems at a price lower than that offered in the present bid in respect of any other Department of the Government of Chhattisgarh or PSU and if it is found at any stage that similar product/systems or sub systems was supplied by the BIDDER to any other Department of the Government of Chhattisgarh or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the TENDERING AUTHORITY, if the contract has already been concluded.

9. INDEPENDENT MONITORS

- 9.1. The TENDERING AUTHORITY will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- 9.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- 9.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- 9.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.
- 9.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the TENDERING AUTHORITY.
- 9.6. The Monitor will submit a written report to the designated Authority of TENDERING AUTHORITY/Secretary in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the TENDERING AUTHORITY/BIDDER and, should the occasion arise, submit proposals for correcting problematic situations

10. FACILITATION OF INVESTIGATION

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

11. LAW AND PLACE OF JURISDICTION

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

12. OTHER LEGAL ACTIONS

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow

in accordance with the provisions of the any other law in force relating to any civil or criminal proceedings.

13. VALIDITY

13.1. The validity of this Integrity Pact shall be from the date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of both the TENDERING AUTHORITY and the BIDDER/Seller whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

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

14. The parties hereby sign this Integrity Pact at.....on.....

TENDERING AUTHORITY

BIDDER

Name of the Officer

Designation

Witness

Witness

1).....

1).....

2).....

2).....

ANNEXURE VII: PROPOSAL COVERING LETTER

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

[Date]

To,

CEO, CHiPS

Address: SDC Building, IInd Floor, Near Police Control Room, Civil Lines, Raipur-492001

E-Mail: ceochips@nic.in

[Ph: 0771-4014158](tel:0771-4014158)

Dear Sir,

We (Name of the bidder) hereby submit our proposal in response to notice inviting tender date and tender document no. and confirm that :

1. All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.
2. We shall make available any additional information if required to verify the correctness of the above statement.
3. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and
4. We are quoting for all resources under all categories mentioned in the tender.
5. We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies as on the date of submission of Bid. Chhattisgarh infotech Promotional Society, Raipur may contact the following person for further Information regarding this tender:
 - a. Name and full address of office, Contact No., Email ID, Company Name
 - b. Name and full address of office, Contact No., Email ID, Company Name
6. We are submitting our Eligibility Criteria proposal bid documents and technical bid documents
 - a. In soft format in e-Procurement portal.

Dated this Day of **2026**

(Signature) (In the capacity of)

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

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

Witness Signature:

Witness Name:

Witness Address:

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 authority of its governing body.

Date

(Seal here)

ANNEXURE VIII: FINANCIAL PROPOSAL FORMAT

(To be filled online in e-Procurement portal only. If any bidder will upload the financial proposal in Envelope A or B then the bid will be rejected)

Tender Document No.

To

The Chief Executive Officer

SDC Building, Near Police Control Room

Civil Lines, Raipur- 492001

Sir,

I/We hereby submit our Proposal for the **Request for proposal for Empanelment of Wi-Fi Service Providers** in accordance with the special Terms and Conditions as well as Scope of work.

The rates should be quoted in the prescribed format given below for all listed items:

Hardware & Infrastructure Rental

| # | Description of Service | Unit | QTY | Unit Rate (Including GST) | Total |
|---|---|----------------------|-----|---------------------------|----------|
| | | | (A) | (B) | (C= A*B) |
| 1 | Indoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment including bandwidth charge as per requirement. | Per Device / Per Day | 1 | | |

| # | Description of Service | Unit | QTY | Unit Rate (Including GST) | Total |
|--------------|--|----------------------|-----|---------------------------|----------|
| | | | (A) | (B) | (C= A*B) |
| 2 | Outdoor Wi-Fi Access Point including installation and commissioning, cabling, switch, along with required accessories and necessary manpower deployment including bandwidth charge as per requirement. | Per Device / Per Day | 1 | | |
| Total | | | | | |

Please note the following:

1. Prices are valid for a period of 180 Days from date of submission of Bid.
2. The rates quoted in the above table should be valid for entire contract period.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

ANNEXURE IX: GUIDELINE FOR E-PROCUREMENT

Guidelines for bidders on using Integrated e-Procurement System Govt. of Chhattisgarh.
<https://eproc.cgstate.gov.in>

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

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

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

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

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

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

2. Digital Certificates:

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

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

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

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

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

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

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

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

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

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

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

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

8. Submit Online Bids: bidders have to submit their bid online after successful filling of forms within the specified date and time as set in the tender.

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

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

9. Submission of Earnest Money Deposit: The bidders shall submit their Earnest Money Deposit Either as usual in a physically sealed Earnest Money Deposit envelope and the same should reach the concerned office OR Online using payment gateway as stated in the Notice Inviting Tender. Bidders also have to upload scanned copy of Earnest Money Deposit instrument.

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

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

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

For any further queries / assistance, bidders may contact:

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

ANNEXURE-X Format for Certifying that Online & Offline Documents are identical

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

Date.....

To,

CEO, CHiPS

SDC Building, Near Police Control Room

Opp. to New Circuit House, Civil Lines

Raipur, Chhattisgarh– 492001

Dear Sir,

Ref.: Tender No.

We (Name of the bidder) hereby submit one set of original documents of our proposal (except the financial proposal) in response to notice inviting tender date and tender document no. and confirm that :

1. Online and Offline documents are identical.
2. In case of discrepancies in online & offline documents, Online Documents would be considered valid.
3. Offline Documents does not include Financial Proposal. In case, it contains the Financial Proposal, our bid will be summarily rejected.

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal

ANNEXURE-XI Eligibility Criteria

Name of the Bidder.....

| S. N o. | Basic Requirement | Specific Requirements | Documents Required | Page No |
|---------|--------------------|--|---|---------|
| 1 | Legal Entity | The Bidder must be a company registered under the companies Act/LLP Act/Partnership Act/Proprietorship. The Bidder should be operating in India for the last Three financial years | Certificate of registration as Firm/LLP/ Partnership Act/ Proprietorship | |
| 2 | PAN/GST | Bidder should have PAN and GST registration | 1. Copy of GST 2. Copy of PAN | |
| 3 | Average Turnover | Bidder should have average annual turnover of Rs. 50 Lakhs or more for the last Three financial years (2022-23, 2023-24 and 2024-2025) | 1. Copy of Audited balance sheet and profit & Loss report 2. Turnover Certificate from CA | |
| 4 | General Experience | Bidder having working experience related to rental Wi-Fi services with at-least 25 or more AP for any government organization/ PSU, across India in last 3 years. | Copy of Work Order / agreement clearly reflecting the required experience | |
| 5 | Non-blacklisting | The bidder is not blacklisted in any government organization as on the date of submission of bid | Self-declaration of non-blacklisting on bidders letterhead | |
| 6 | Power of Attorney | POA in the name of Authorized signatory to sign the bid | Scanned copy needs to be submitted online | |
| 7 | EMD | Earnest Money Deposit (EMD) | Rs 2,00,000.00/- (In words Two lakhs only) Online through https://eproc.cgstate.gov.in | |

Signature of Bidder..... Place:

Name..... Date:

Designation.....

Seal