



CHHATTISGARH STATE MARKETING CORPORATION LIMITED
(A Government of Chhattisgarh Undertaking)
CIN – U51909CT2017SGC007813

TENDER NO: CSMCL/2021-22/8

Bid Document

Request for Proposal (RFP)

For

**Providing Cloud Hosting Space, Dedicated Servers, Load Balancers, Managed services and Operations & Maintenance Support
for CSMCL online applications & portals along with rate contract initially for two years and extendable up to additional four years.**

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Important Dates for Tender	
Date of Release of Tender	05.11.2021
Last date of queries/ seeking Clarification (s)	26.11.2021 up to 11:00 hrs.
Last date of submission of Tender	03.12.2021 up to 15:00 hrs.
Date of Opening of Technical bid (s)	03.12.2021 at 16:00 hrs.
Date of Opening of Financial bid (s)	To be intimated later

Managing Director, CSMCL
Excise Building, Fourth Floor
Chokra Nala, Labhandi
Raipur, Chhattisgarh

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IMPORTANT INFORMATION

Name of the assignment: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for CSMCL web applications & portals along with rate contract initially for two years and extendable up to additional four years.

S. No.	Event	Information to the agencies
1.	Date of Release of Tender	05.11.2021
2.	Last date of seeking Clarification	26.11.2021 up to 11:00 hrs.
3.	Last Date & Time for Submission of Bid	03.12.2021 up to 15:00 hrs.
4.	Date of Opening of Technical Bid	03.12.2021 at 16:00 hrs.
5.	Date of Opening of Financial Bid	To be intimated later
6.	Tender Document	The details can be downloaded free of cost from the websites https://excise.cg.nic.in/csmcl
7.	EMD	Rs. 50,000/- (Rupees Fifty Thousand Only)
8.	Bid Validity	180 days from last Date of Bid submission
9.	Address for Bid submission/EMD/PBG	General Manager O/o Managing Director Chhattisgarh State Marketing Corporation Limited Labhandi Raipur-492001 Chhattisgarh, India.
10.	Contact Person	General Manager O/o Managing Director Chhattisgarh State Marketing Corporation Limited Labhandi Raipur-492001 Chhattisgarh, India. Contact No. _____; Email tender.csmcl@gmail.com
11.	Cost Of Bid Document	Rs 10,000/- (Rupees Ten Thousand Only)

Earnest Money Deposit (EMD):

Earnest Money Deposit (EMD) in the shape of DD from a scheduled bank in India (valid for a minimum period of 3 months from the date of submission of tender) should accompany the bid documents. The DD drawn in favour of "Managing Director, CSMCL, Raipur" payable at Raipur should accompany the bid documents. The EMD should be kept in a separate sealed envelope, should be marked clearly and put in the outer envelope that contains the technical and financial bid envelopes. Failure to deposit Earnest Money will lead to rejection of tender. The bidders should submit separate EMD and tender fee in form of Demand Draft issued in the Name of Managing Director CSMCL Raipur. In the event of the awardee bidder backing out, EMD of that bidder will be forfeited

Note:

- MSME registered with Ministry of Micro, Small and Medium Enterprises (MSME) having requisite valid certification of EMD exemption are exempted from submission of EMD only.

ELIGIBILITY/PRE-QUALIFICATION CRITERIA

Following are the Pre-Qualification/ Eligibility criteria. Any bid not fulfilling any of the prequalification/ eligibility criteria shall be summarily rejected. The said Criteria as detailed along with documents which need to be submitted in proof of compliance to each of the criterions is detailed below:

	Minimum Qualification Criteria	Documents required
1	The bidder must be in operation in India for a period of at least 4 years as on last date of bid submission.	Copy of the following documents needs to be submitted along with the bid: <ul style="list-style-type: none"> • Certificate of incorporation/Registration Certificate • PAN Card • GST Certificate
2	The bidder shall be the single point of contact for CSMCL and shall be solely responsible for providing services, support, warranties etc.	A self-undertaking in this respect.
3	The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj) for Cloud Service providers (CSPs).	Proof of empanelment with validity.
4	The Cloud Service Provider should be certified for <ul style="list-style-type: none"> • PCI-DSS • GCC • TIA-942 • SOC1, SOC2, SOC3 • CMMI Level 5 	Attach valid documentary proof for each certification
5	The Data Center must be at least a Tier-3 DC.	Attach valid documentary proof and photos where applicable.
6	The DC / Corporate Office should be located in India	Attach valid documentary proof
7	The DC should be owned by the bidder	Attach valid documentary proof
8	Cloud Service Provider's Data Centres should be ISO 9001 : 2000, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified. Certification under process will not be considered.	Attach valid documentary proof

9.	<p>The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years of either of the following:</p> <p>a) Single work order of value of Rs 4 Lakh OR b) Two work orders each of value of Rs 2.5 Lakh</p>	<p>Bidder should submit</p> <p>(i) Copy of Work order (mandatory) &</p> <p>Any document out of the following:</p> <p>(i) Payment receipts (ii) Proof of release of performance security after completion of the contract (iii) Proof of settlement/release of final payment against the contract (iv) Certificate for successful completion of work/Performance report by the client</p>
10	<p>The bidders should have average annual turnover of at least an average value of Rs 45 Lakh (Rupees forty five lakhs Only) during the last four years, ending 31st March of the previous financial year i.e. FY: 2020-21, 2019-20, 2018-19 & 2017-16 and in case of non-availability of audited balance sheet for FY-2020-21, audited balance sheet of 2019-20, 2018-19, 2017-18 & 2016-17 shall also be considered.</p> <p>The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>	<p>Copy of CA certified Audited Balance Sheet for confirmation regarding turnover, to be submitted by the bidder.</p>
11	<p>The Bidder must not have been blacklisted by any Government Department/CPSU/SPSU/ Banks/Autonomous Bodies/Statutory Bodies in India at the time of submission of bid.</p>	<p>A self-undertaking in this respect.</p>
12	<p>Bid Offer should accompany an Earnest Money Deposit (EMD) of Rs 50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft drawn in favor of 'Managing Director CSMCL Raipur' on a scheduled/ nationalized bank payable at Raipur along with tender fee in form of DD.</p>	<p>EMD/BG as mentioned</p> <p>The bidders are requested to make sure to indicate the tender number, name and address of the bidder on the reverse of EMD draft, any failure to comply with the same shall be at the risk of the bidder.</p>

Note:

- The bidder must submit compliance sheet for the attached technical specification of required services/equipment's. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected.
- CSMCL reserves the right to verify/confirm all original documentary evidence submitted by the bidder in support of above mentioned clauses of eligibility criteria, failure to produce the same within the period as and when required and notified in writing by CSMCL shall result in summary rejection of the bids and/or termination of the contract with imposition of the contract clauses on the bidder by the CSMCL on the award of the contract and/or the contract period extended or otherwise provided that the bidder is the successful bidder and has been awarded the contract as per the terms and conditions laid out in this tender document.

- The bidder must fulfill the above eligibility criteria/ pre-qualification conditions. Financial bid of bidders fulfilling the pre-qualification conditions, technical bid will only be opened for evaluation.
- The Bid will be opened at CSMCL Corporate Office: 4th Floor, Excise Building, Labhandi, Raipur-492001 (i.e. last date of submission of the bid) or as notified later in the presence of bidders who choose to be present.
- CSMCL reserves the right to waive any irregularities; accept or reject the whole; accept or reject part of; any or all responses at its sole discretion without assigning any reason whatsoever.
- CSMCL is not bound to procure and provide the hardware/networking/software/infrastructure equipment's/ other products as suggested and/or specified by the bidder in their proposed solution.
 - The bidder shall bear all costs associated with the preparation and submission of its bid, and CSMCL will in no case be responsible or liable for these costs, regardless of the conduct or the outcome of the Tender process.

SCHEDULE OF REQUIREMENTS

1. Scope of work: the broad scope of work is stated as follows:

S.No.	Scope of Work – Description
i.	To provide Cloud Hosting Space as per CSMCL requirement, Managed services and all necessary Operations & Maintenance Support for CSMCL web applications & portals from empaneled Cloud Service providers (CSPs) listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (https://meity.gov.in/content/gi-cloud-meghraj)
ii.	Configuring the server/virtual machines (VMs) as per CSMCL requirement <ul style="list-style-type: none"> a. CPU/Virtual machine b. RAM c. Storage space d. Installation and configure application and database server e. Provide Data transfer facility as per requirement f. Antivirus installation and configuration g. Configuring port as per requirement of CSMCL h. High availability for application and database
iii.	Backup and recovery of data as per policy of CSMCL.
iv.	Provide firewall and IPS for enhanced security.
v.	The offered setup should support minimum throughput of (Mbps) >=100
vi.	To capture and retain snapshot of the data and application. Facility of Point in time recovery of data and application from the snapshots.
vii.	Provide Full Root / Administrator Access of the operating system and Assist application vendor to install application and database, resolving any issue pertaining to scope of the bidder.
viii.	Install custom software/database software/ front end tool (if any) as per requirement of the portal
ix.	On demand additional memory and storage space for up gradation
x.	The bidder should have offered cloud service from the Data center located in India
xi.	The CSP will install an Enterprise Management System to help in measurement of SLAs.
xii.	Establishment of a secured environment and deployment of any application/database software releases/ patches/ changes
xiii.	Knowledge transfer and Handing Over as and when required
xiv.	Security: Various levels of security should be provided by the Cloud Service Provider. - Physical Level – Authorization, Authentication, CCTV, Biometric access etc. - Logical Level – Firewalls, Intrusion Detection, Anti-virus, etc. - Data Level – Encryption (needed in-transit.), Recovery etc. It would be desirable for the Data Centre to hold security certification by a reputed agency
xv.	Self Service Portal: Cloud service provider have to provide all managed services, however CSMCL may ask to give access for Self Service Portal with the following options: - <ul style="list-style-type: none"> - Firewall Management / IP management - Cloud Server management - Upgrade / Downgrade Capacity (CPU/RAM/Disk) - Start / Stop Servers - Auto scaling (Trigger Based / Schedule Based) - Online Real-time Performance Utilization Reports - CPU Reports/ RAM Reports

	- Network Bandwidth Reports - Backup Reports - Online Billing and Usage Reports
xvii.	<p>Service Level Agreement (SLA): The selected Vendor/Cloud Service provider (CSP) must ensure 99.5% uptime of the complete system on a 24x7x365 basis excluding planned maintenance time/scheduled maintenance time with prior approval. The scheduled maintenance time should not be during 12X6X365 timeframe (8AM to 8PM Mon to Sat). Further, scheduled maintenance time is planned downtime with the prior permission of CSMCL.</p> <p>The SLA is proposed to be performance based. For purposes of calculation of SLA and definitions & terms are defined as below:</p> <p>a. “Uptime” shall mean the time period for which the IT Infrastructure solution along with specified services / components with specified technical and service standards are available to CSMCL as per scope of work for complete solution for which work order awarded.</p> <p>Uptime (in %), can be calculated as: $\text{Uptime} = \{1 - [(\text{System Downtime}) / (\text{Total Time} - \text{Planned Maintenance Time})]\} * 100$</p> <p>b. “System Downtime” shall mean the time period for which the IT Infrastructure solution and/or specified services / components with specified technical and service standards are not available to CSMCL. This includes Instance, VMs, Firewall etc. and any other IT and non-IT infrastructure, their subcomponents etc. at all project locations etc. The planned maintenance time / scheduled downtime will include activities like software upgrades, patch management, security software installations etc.</p> <p>c. The selected bidder will be required to schedule ‘planned maintenance time’ with prior approval of CSMCL. This will be planned outside working time. In exceptional circumstances, CSMCL may allow the managed service provider to plan scheduled downtime in the working hours (if required).</p>
xviii.	<p>Disaster Recovery (DR) Solutions: CSMCL may require 100% DR services, if required on case to case basis from selected CSP with 1 Hrs RTO and 30 Min. RPO. However, successful bidder/CSP has to ensure Zero Data Loss.</p> <p>Note- The Primary DC and the DRC should be in different seismic zones.</p> <p>DR Drill:</p> <ul style="list-style-type: none"> • The selected bidder has to perform the DR drill once in a year. • The selected bidder will be required to schedule ‘DR Drill time’ with prior approval of CSMCL.
xix.	<p>24 Hour Support: The selected Vendor/Cloud Service provider (CSP) should offer 24x7x365 days uninterrupted service as per Scope of work and Terms & conditions this tender. The selected vendor/Cloud Service provider should maintain Toll-free phone numbers with a ticketing system for getting technical support and escalation process. The Cloud Service provider should provide a relationship manager to handle all support services and should be capable of resolving any service deficiency / issue which we can escalate and get resolved to our satisfaction.</p> <p>Cloud Service provider should be provided facility of a web-based system with dashboards wherein all the issues raised and discovered during the course of the project are recorded, tracked and managed.</p> <p>Training:</p> <ul style="list-style-type: none"> • The successful bidder shall provide the requisite training to the concerned CSMCL’s officials after completion & Go-Live of the setup as per line items in work order. • The successful bidder may also be asked to provide on-site training, if required.
xx.	Execution of Offer:

	<p>a. Execute as per Scope of work</p> <p>b. To maintain Service Level Agreement (SLA) of the entire setup of CSMCL for which purchase/work order was issued</p> <p>c. To maintain round the clock Help Desk Support, Trouble Ticket System, Incident Response</p> <p>d. Assist/Co-ordinate with other existing and future vendor of CSMCL within its scope boundary.</p>
xxi.	<p>Future Updates:</p> <p>The Bidder/select vendor is required to provide, install and commission all software up gradations/ enhancements from time to time, during project duration free of cost to Purchaser/CSMCL. Any up gradation in application shall be made available to CSMCL without any additional cost.</p> <p>The Successful bidder is required to upgrade OS, DB, any other Software provided by them for providing cloud environment and for 3rd party software upgradation, successful bidder/CPS has to provide all necessary support to developer / third party vendor in installation and configure any upgrade</p> <p>All the incidental expenses for making systems operational will be the sole responsibility of select vendor without any additional cost.</p>
xxii.	<p>Period of Contract:</p> <ul style="list-style-type: none"> • The selected vendor shall enter into a rate contract with CSMCL for the quoted items during the contract period extended or otherwise • The initial contract period shall be two years from the date of signing and/or placement of purchase/work order whichever is earlier. On satisfactory performance as ascertained by CSMCL the work order/contract can be extended for a further period of two years each time up to a maximum of four more years. Thereafter the contract can be extended for further periods, rates and terms and conditions as decided/agreed on mutual consent of both the parties.

SECTION-IV**SCHEDULE AND TIMELINES**

The table below indicates the schedule and timelines to be met by the bidder during the execution of the project/contract period.

Table-I

(Note: Each Week is equal to 7 calendar days)

S.No.	Milestone	Time schedule as specified
1.	Issue of Purchase/Work Order to the selected bidder (LOI/LOA)	T**
2.	Date of acceptance of Purchase/Work Order by the bidder	T1 = T+1 Week
3.	Supply/Allocation of the resources (hardware/software) at specified location	
4.	Installation, Configuration and Commissioning of resources (hardware/software) at specified location	
5.	Training and Joint Acceptance Testing of setup	T2 = T1+1 Week
6.	Comprehensive Warranty Maintenance/Support Period starts for resources (hardware/software) after completion of Joint Acceptance testing	T2 + 2 Year

**** T is zero date for placement of order and will remain constant.**

SECTION-V**GENERAL TERMS AND CONDITIONS**

Clause No.	Heading	Description/Details
1.	Tender Query	<p>a) The Bidder can get clarifications if any required from the contact email id of CSMCL. Clarifications if any required by the bidder should be sent on CSMCL Email Id: tender.csmcl@gmail.com.</p> <p>b) CSMCL will entertain bid clarifications from bidders only upto 26.11.2021</p> <p>c) Any clarifications/ Corrigendum/ Addendums etc. subsequent will be posted on CSMCL website viz. excise.cg.nic.in/csmcl communication will be sent. Posting on the website shall be deemed to have been communicated to all prospective bidders.</p> <p>d) The clarifications/ Corrigendum/ Addendums etc. thus communicated will form an integral part of the RFP and succeed the relevant clauses for future reference.</p> <p>e) Any irrelevant/ ambiguous/ mischievous clarification as determined by CSMCL at its sole discretion will not be entertained and may not be clarified and/or deliberated.</p>
2.	Preparation of Bids	<p>Technical Proposal (Envelop-A) should include the following:</p> <p>I. A Letter by a duly authorized officer of the Firm/Company on the firms/Company's letterhead and duly signed by a authorized officer with name, title and seal. The Letter shall include:</p> <p>II. The Cost of Tender document is Rs. 10,000/- (Rupees Ten Thousand Only) by Demand Draft drawn on any Nationalized/scheduled Bank Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.</p> <p>III. Earnest Money Deposit of Rs. 50,000/- (Rupees Fifty thousand Only) by Demand Draft drawn on any Nationalized/scheduled Bank Payable at Raipur in favour of the Managing Director, Chhattisgarh State Marketing Corporation Limited, Raipur.</p> <p>IV. Minimum Eligibility Criteria supporting documents.</p> <p>V. Functional & Technical specifications</p> <p>VI. Experience format duly filled in with supporting documents.</p> <p>VII. RFP document duly sealed and signed.</p>

		<p>VIII. Indicative SLAs along with their Technical Proposal. CSMCL may discuss the SLAs with the shortlisted bidders and finalize the SLAs to be incorporated in the contract. Non-agreement on the SLAs as proposed by CSMCL may render the bid liable for rejection.</p> <p>IX. Details of Licences required for product/software.</p> <p>X. Detailed Architecture of the proposed solution with various features/functions of the system including fail over methodology/strategy.</p> <p>XI. Technical proposal should not indicate any cost aspect directly or indirectly.</p> <p>Financial Proposal (Envelop-B)</p> <p>I. The Financial proposal should give all relevant price information and should not contradict the Technical proposal in any manner. All prices should be quoted in Indian Rupees only.</p> <p>II. Tax/levies etc if applicable, at present rate should be quoted. Tax ruling at the time of delivery of material and the resultant billing will be paid at actual.</p> <p>III. Prices should be valid for 180 days from the date of submission. All increases in price will be to vendor's account.</p>
3.	Submission of Bids	<p>All tender documents should have to be sent through courier, speed post or registered post only. All tender documents received after the specified date and time shall not be considered. The postal address for submitting the tenders is:</p> <p>General Manager O/o Managing Director Chhattisgarh State Marketing Corporation Limited Labhandi Raipur-492001 Chhattisgarh, India.</p> <p>The Tender Document can also be personally submitted by the bidder before the scheduled time at the above office address in tender box.</p>
4.	Deadline for Submission of Bids	<p>I. Bids must be received by CSMCL, not later than the time and date specified on the cover page. In the event of the specified date for the submission of bids being declared a holiday for CSMCL, the bids will be received up to the appointed time on the next working day.</p> <p>II. The CSMCL may, at its discretion can extend this deadline for submission of bids by amending the tender document, in which case all rights and obligations of the CSMCL and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.</p>
5.	Late and Delayed Bids	<p>Any bid received by CSMCL after the deadline for submission of bids prescribed by the CSMCL will be rejected and/or returned unopened to the bidder. if asked for. The decision of the CSMCL whether to accept or not to accept</p>

		without assigning reason shall be final and no disputes shall be entertained with regard to exercise of such discretion of CSMCL.
6.	Opening of Bids	<p>The bids will be opened at CSMCL, Corporate office, Labhandi Raipur-492001, Chhattisgarh, India. at the date and time mentioned on the cover page in the presence of bidders who choose to be present.</p> <p>CSMCL will open the EMD and Cost of Bid document, Eligibility Criteria/ Pre-qualification documents in the presence of bidders' representatives who choose to attend at the time of opening.</p> <p>In the event of the specified date of the bid opening being declared a holiday for the CSMCL, the bids shall be opened at the appointed time and location on the next working day.</p>
7.	Clarification of Bids	<p>During evaluation of the bids, the CSMCL may at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.</p> <p>No Bidder may contact the CSMCL on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. If the Bidder intends to bring additional information to the notice of the CSMCL, it should be done in writing.</p> <p>Any effort by a Bidder to influence the CSMCL in its decisions or decision making process on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid and CSMCL will declare the firm ineligible, either indefinitely or for a stated period of time from participation in future RFPs/tenders of CSMCL.</p> <p>Unsolicited clarification to the Bid and/or change in price during its validity period would render the Bid liable for outright rejection.</p>
8.	Evaluation of Technical Bid	<p>I. CSMCL will evaluate Technical bids of only those bidders who's EMD and cost of bidding document are found to be in order and who have been found to be eligible/ pre-qualified after eligibility/ pre-qualification evaluation.</p> <p>II. Detailed technical evaluation will be carried out pursuant to technical specification mentioned in "Technical Bid".</p> <p>III. The Bid Evaluation committee at its discretion may ask the eligible bidders for a detailed presentation of the entire technical solution for a duration of around 1 hour each at the CSMCL Corporate Office.</p> <p>IV. A bid determined as not substantially responsive may be rejected by the CSMCL and may not subsequently be made responsive by the Bidder by correction of the non-conformity.</p>
9.	Opening of Financial Bids	<p>I. CSMCL will open the financial bids of only those bidders, which have been found to be eligible & technically qualified to undertake the work.</p>

		<p>II. The Financial Bids of the eligible & technically qualified bidders shall be opened in the presence of their representatives, who choose to be present, on the specified date and time and Venue.</p> <p>III. The date and time of opening of financial bids shall be informed to the technically qualified bidder.</p>
10.	Evaluation and Comparison of Financial Bids	<p>I. The comparison shall be of all-inclusive price of goods, such price to include all costs as well as duties and taxes paid or payable.</p> <p>II. Arithmetical errors will be rectified on the following basis: If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the bidder does not accept the correction of errors, its bid will be rejected. In case, the bidder has not quoted for all the line items as mentioned in the price bid, the highest figure quoted for that line item by any other bidder will be taken for evaluation/ comparison and at the time issuing purchase order, in case the bidder becomes Lowest bidder, the lowest figure quoted in the line item by any other bidder will be mentioned in the purchase /work order. In case, compliance of any clause is not specifically mentioned, the same will be treated as deemed compliance by the bidder.</p> <p>III. The LQ1 will be arrived in the following manner:</p> <p>a) Grand Total calculated / arrived at, as specified in the Financial Bid Price schedule Annexure-B, Grand Total will be compared for arriving at the LQ1 bidder.</p>
11.	Payment Schedule	<p>I. No advance payment shall be made.</p> <p>II. All Payments shall be made in Indian Rupees only.</p> <p>III. Charges of the line items of price schedule will be released on quarterly basis after completion of the quarter on raising of invoice by the vendor along with deliverables and supporting documents.</p> <p>IV. Payments shall be subject to deductions of any amount for which the successful bidder is liable under the agreement against the respective purchase/ work order. Further, all payments shall be made subjects to deduction of TDS (Tax deduction at Source) as per the income- Tax Act,1961 and any other taxes.</p> <p>V. All relevant proof of Go-live of complete setup as per the Work order, Performance Bank Guarantee etc. to be submitted by the successful bidder for processing of the payment.</p>
12.	Taxes & Duties	<p>The bidder shall be entirely responsible for all taxes, duties, octroi, license fees, etc. incurred for performance of the services. If there is any reduction in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to CSMCL. Similarly, if there is any increase in taxes/duties etc. due to any reason whatever, after Notification of Award, the same shall be passed on to the select vendor on their request.</p>

13.	Liquidated Damages (LD) for Delays:	<p>I LD for initial Setup for Go-Live:</p> <ul style="list-style-type: none"> a) Time is essence of the contract. The successful bidder must supply/allocation of resources, install, and clear the acceptance test of all the line items of price schedule as per the specified schedule. Any Failure to supply/allocation of resources, install and clear the acceptance test of all of the line specified in the work order beyond the stipulated timeline will entail a liquidated damage equal to 2.5% of the total contract value per week thereof subject to maximum of 10% of total contract value. b) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, CSMCL will have the right to cancel the order and/or forfeit the EMD/ revoke the performance / any other bank guarantee (if any) etc. c) In the case of delay in compliance with the order beyond 10 days of the stipulated time period, CSMCL will have the right to cancel the order and blacklist the bidder from providing services to CSMCL for a period as decided by CSMCL. CSMCL will complete the execution of incomplete orders through alternate sources at the risk and cost of the defaulting vendor. <p>II. LD for breach of SLA:</p> <ul style="list-style-type: none"> a) Penalty will be deducted on breach of SLA based on the uptime for the month i.e. 0.1% breach during the month will result into 1% deduction of penalty from the amount due of that month and No payment will be processed for the month in which the uptime of SLA is lesser than 90%, for purposes of calculation of SLA formula given above will be used. b) During contract period, reported any problem/issue in the services should be attended/ responded by support team in 4 hours from the time the problem/issue is reported. c) Any Failure to resolve the issue within stipulated time will render the vendor liable for levy of liquidated damages @1% of contract value subject to a maximum of 10% of contract value. The penalty, if any, shall be deductible from the pending payment/ <u>available Performance Bank Guarantee.</u>
14.	Performance Security/Bank Guarantee (PBG)	<ul style="list-style-type: none"> I. The bidder shall furnish performance security to the CSMCL for an amount of 10% of the contract value, valid up to 90 days after contract period for performance and support service/maintenance obligation. The same shall be extended suitably in case of further extension of contract period. The PBG is to be submitted within 15 days of placement of LOI/Work Order. II. CSMCL can deduct as compensation from the Performance Security/Bank Guarantee for failures on the Bidder's part to complete its obligation under the contract. III. The performance security shall be in the form of a Bank Guarantee from a Scheduled Bank as per format enclosed.

		<p>IV. In case, the vendor is called upon to deposit the Performance Guarantee and if the vendor fails to furnish the same within the prescribed period, such failure will constitute a breach of the conditions and CSMCL shall be entitled to forfeit the EMD without prejudice to any other right to damage that the company may have in the matter.</p> <p>V. In the event of any correction of defects or replacement of defective equipment during support/warranty period the support/warranty of the corrected/replaced equipment shall be effective from the date of replacement.</p> <p>VI. If the system fails in Preliminary Acceptance, due to reasons entirely attributable to the vendor, the CSMCL may consider termination of the Contract, and forfeiture of the Vendor's performance security in compensation for the extra costs and delays likely to result from this failure.</p>
15.	Termination of Contract	<p>I CSMCL may at any time terminate the contract, if the selected vendor is unable to provide the services as per the tender/work order/contract. In such cases, if any amount is due to the Bidder on account of the work executed by it, if payable, shall be paid to it only after due recoveries as per the provisions of the tender/work order/contract and after alternate arrangement to complete the work has been made at the Bidder's cost and risk. The selected Bidder will give at least three months' notice prior to discontinuing the service</p> <p>II. CSMCL may at any time terminate the Contract by giving written notice to the selected Vendor, without compensation to the selected Vendor, if the selected Vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to CSMCL.</p> <p>III. CSMCL may by written notice sent to the selected Vendor, terminate the purchase/work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination shall specify that termination is for CSMCL's convenience, the extent to which performance of work under the purchase/work order and /or the Contract is terminated, and the date upon which such termination becomes effective. CSMCL reserves the right to elect:</p> <ol style="list-style-type: none"> to have any portion completed at the purchase/work order and/or the Contract terms and prices; and/or to cancel the remainder and pay to the selected vendor an agreed amount for partially completed services. <p>IV. In the event the vendor's company or the concerned division of the company is taken over/bought over by another company, all the obligations under the agreement with CSMCL, should be passed on the compliance by the new company new Division in the negotiation for their transfer.</p>

		V. CSMCL at its discretion may terminate the contract on grounds of non-performance by the vendor to provide services as per SLA.
16.	Quantity Required	<p>I. CSMCL reserves the right to order any subset or superset of the tendered items.</p> <p>II. Quantity as indicated in this document is subject to change determined by the needs of the CSMCL.</p>
17.	TURN-KEY	This project is to be executed on a TURN-KEY BASIS.
18.	Governing Law and Disputes	<p>I. The parties will be governed by the laws of Government of India.</p>
19.	Arbitration and Dispute Resolution	<p>If any dispute (s) or differences (s) of any kind whatsoever arise between the Parties, the Parties hereto shall negotiate with a view to its amicable resolution and settlement through a committee appointed by Chairman, CSMCL. In the event no amicable resolution or settlement is reached between the parties within 30 days after receipt of notice by one party, then the disputes or differences as detailed above shall be referred to and settled by the Sole Arbitrator to be appointed by Chairman, CSMCL. The arbitration proceedings shall be in accordance with the prevailing Arbitration and Conciliation Act, 1996 and Laws of India as amended or enacted from time to time. The venue of the arbitration shall be Raipur, India. The fee & other charges of Arbitrator shall be determined by the arbitrator in terms of the Act and shall be shared equally between the parties.</p> <p>The arbitrator will give the speaking and the reasoned Award. The parties will not be entitled to any pendent-lite interest during arbitration proceeding. Notwithstanding any references to Arbitration, the parties shall continue to perform their respective work/ obligation under the contract.</p>

20	Award Criteria	The CSMCL will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the technically qualified and lowest quote evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.
21	CSMCL's Right to Accept any Bid and to Reject any or All Bids	CSMCL reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to Award of Contract, without thereby incurring any liability to the affected Bidder or Bidder's or any obligation to inform the affected Bidder or Bidders of the grounds for CSMCL's action.
22	Other Terms	Any other terms & conditions, guidelines issued by Ministry of Electronics and Information Technology (MeitY) for Empanelment of Cloud Service Offerings of Cloud Service Providers (CSPs) will also be ipso facto applicable to this tender.

Commercial Terms & Conditions:

A. Taxes & Duties:

Notwithstanding anything contained herewith, with respect to taxes and duties following clauses shall be applicable:

A.1. If any supply of goods or services under or in respect of this contract is subject to GST, and if the Contractor is liable to GST in relation to any supply under this contract, the parties agree that the amount of GST applicable on any supply from the Contractor to the Employer under or in respect of this contract shall be reimbursed by the Employer on actual basis as applicable on the supply by the Contractor in pursuance of the contract. The same would be subject to the following:

a) The Contractor shall also indicate the possible locations and respective GSTIN's from where the supply is proposed to be made by it. Any exemptions/ tax benefits, if applicable to the Contractor on the date of submitting the price bid shall be indicated by it and for the purpose of calculation of the amount of GST to be reimbursed, the Employer shall factor such exemptions/ tax exemptions irrespective of withdrawal of such exemptions/ tax benefits to the Contractor during the execution of the Contract.

b) Invoice/Debit Note containing particulars specified under the GST Act and related Rules, Notifications, etc as prescribed by the Government in this regard, shall be considered as appropriate and necessary for taking reimbursement of the GST so charged.

c) In the event that the Contractor fails to provide the invoice in the form and manner prescribed under the GST Act and Rules, the Employer shall not be liable to make any payment against such invoice.

A.2. Notwithstanding anything contained anywhere in the Contract, in the event that the input tax credit of the GST charged by the Contractor is denied by the tax authorities to the Employer for reasons associated with non-compliance/ incorrect compliance by the Contractor, the Employer shall be entitled to recover such amount from the Contractor by way of adjustment from any of the

subsequent invoices issued by the Contractor on the Employer. In addition to the amount of GST, the Employer shall also be entitled to recover interest at the rate of applicable SBI base interest rate +2% and penalty, in case any penalty is imposed by the tax authorities. The Employer shall determine whether the denial of credit is linked to the non-compliance/ incorrect compliance of the Contractor and the said determination shall be binding on the Contractor.

Change in Law

A.3 Subject to clause A.2 above, if any rates of Tax are decreased or any change in interpretation or application of any Tax which entails a decrease in the Taxes declared by the Contractor in the Price Schedule, which was or will be assessed on the Contractor in connection with performance of the Contract (i.e. during scheduled completion period as per contract), an equitable adjustment of the Contract price shall be made to fully take into account any such change by deduction therefrom. However, if any rates of Tax are increased, which was or will be assessed on the Contractor in connection with performance of the Contract, no change shall be made in the Contract Price and the Employer shall not reimburse any additional amount payable thereto.

A.4 Subject to clause A.2 above, if a new Tax is introduced or an existing Tax is abolished, which was or will be assessed on the Contractor in connection with performance of the Contract, an equitable adjustment of the Contract price shall be made to fully take into account any such change by addition to the Contract price or deduction therefrom.

A.5. These adjustments shall not be applicable on procurement of raw materials, intermediary components etc. and in respect of raw materials, intermediary components etc., neither Employer nor the contractor shall be entitled to claim arising due to increase or decrease in the rate of tax, introduction of new tax or abolition of an existing tax in the course of the performance of the contract.

B. Anti-profiteering measure

As per Section 171 of the Central Goods and Services Tax Act, 2017, any reduction in rate of tax on any supply of goods or services or the benefit of input tax credit shall be passed on to the recipient by way of commensurate reduction in prices. In pursuance of the above provision, contractor is required to factor in the credit efficiencies available under GST and benefit due to reduction in tax rate to the employer and accordingly, declare the prices in the Price Schedule.

C. Rate quoted by the bidder shall remain firm & fixed and shall be binding on the Successful Bidder till completion of work irrespective of actual cost of execution of the project. No escalation in rate quoted by the bidder will be granted on any reason whatsoever. The bidder shall not be entitled to claim any additional charges, even though it may be necessary to extend the completion period for any reasons whatsoever.

ANNEXURE-A**ELIGIBILITY CRITERIA COMPLIANCE FORM**

S.No.	Minimum Qualification Criteria	Compliance (Yes/No)	Page Number	Fill Details and submit documentary evidence
1.	Name of the bidder	NA	NA	
2.	Bidders Office Address	NA	NA	
3.	Contact Person Name	NA	NA	
4.	Contact Person Mobile and Fax	NA	NA	
5.	Contact Person E-Mail address	NA	NA	
6.	The bidder must be in operation in India for a period of at least 4 years as on last date of bid submission and should have office in India.			
7.	The bidder shall be the single point of contact for CSMCL and shall be solely responsible for providing services, support, warranties etc.			
8.	The Cloud Service Provider should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (http://meity.gov.in/content/gi-cloud-meghraj) for Cloud Service providers (CSPs)			
9.	Cloud Service Provider's Data Centres should be ISO 9001 : 2000, ISO 20000-1, ISO 27001, ISO 27017 & ISO 27018 certified and Certification under process will not be considered.			
10	<p>The bidder must have successfully executed similar cloud project of following value for Government/ Semi Government/ Autonomous Organizations/ Public Sector Utilities/ Private Sector in India as main contractor during the last four financial years of either of the following:</p> <p>a) Single work order of value of Rs 4 Lakh OR</p>			

	b) Two work orders each of value of Rs 2.5 Lakh			
11	<p>The bidders should have average annual turnover of at least an average value of Rs 45 Lakh (Rupees Forty Five lakhs Only) during the last four years, ending 31st March of the previous financial year i.e. FY: 2020-21, 2019-20, 2018-19 & 2017-18 and in case of non-availability of audited balance sheet for FY-2020-21, audited balance sheet of FY-2019-20, 2018-19, 2017-18 & 2016-17 shall also be considered.</p> <p>The turnover refers to the individual Bidder and not the composite turnover of its affiliates, subsidiaries / sister concerns or parent company(ies) etc.</p>			
12	Bid Offer should accompany an Earnest Money Deposit (EMD) of Rs 50,000/- (Rupees Fifty Thousand only) in the form of a Demand Draft drawn in favour of 'CSMCL, Raipur' on a scheduled/ nationalized bank payable at Raipur.			
13	The Bidder must not have been blacklisted by any Government Department/CPSU /SPSU/ Banks/Autonomous Bodies/ Statutory Bodies in India at the time of submission of bid.			
14	The bidder must submit compliance sheet for the attached technical specification of required services/equipment's. In case of a deviation or non-submission of compliance sheet the bid is liable to be summarily rejected			NA
15	Enclosed Duly Signed Tender Document Copy towards acceptance of tender terms & conditions without any deviations.		NA	NA

Annexure – B
Financial BID (Price Schedule)

Sl. No	Item Description	Unit	Quantity	Unit Rate (Excluding GST) / Month	Total Price (Excluding GST) / Year	GST (%)	Total GST	Total Price (Including GST) / Month	Total Price (Including GST) / Year
A	B	C	D	E	F = D x E	G	H = F x G	I = F + H	J = I x 12
1	Dedicated Server Component								
1.1	PowerEdge™ R640 DX292 (14. Generation) or Equivalent (Specify Model if Equivalent)	Nos.	6						
1.2	480 GB NVMe SSD Datacenter Edition	Nos.	12						
1.3	32 GB DDR4 Reg. ECC RAM	Nos.	44						
2	Cloud VPS Component								
2.1	Server Instance (Write NIL if Not Chargeable Separately)	Nos.	14						
2.2	4 vCPU Cores (720 Hours)	Nos.	116						
2.3	32 GB RAM (720 Hours)	Nos.	66						
2.4	SSD Storage	TB	280						
3	Load Balancer Component								
3.1	Load Balancer with Minimum 10,000 Simultaneous Connections & 5 Endpoints	Nos.	3						
3.2	Additional Connections & Endpoints Upgrade (In Steps of 10,000 Connections & 5 Endpoints) (720 Hours)	Per Step	1						
4	Network & Security								
4.1	Additional Floating Public IPs (<i>1 IP per CS/LB and 2 IPs per DS should be included in the base price quoted above</i>)	Nos.	1						

4.2	Internal IPs for local communication between servers with unlimited internal traffic between servers and load balancers.	Nos.	24						
4.3	Bandwidth for Public IPs (Inclusive of IN+OUT Traffic)	TB	180						

4.4	Firewall (With unlimited traffic)	Nos.	2						
4.5	Antivirus	Nos.	10						
4.6	Intrusion Detection & Prevention System (Includes Host Protection, Network Protection, DDoS Protection) should be made available by default. Supporting documents to be enclosed	Nos.	-						
4.7	Backup Service for CS (Single Instance)	GB	98						
4.8	Snapshot Service for CS (Single Instance)	GB	14						
4.9	DR Setup (20 DRs should be part of Data Server – No rates to be quoted, Supporting documents to be enclosed)	Nos	-						

Sl.	Description	Unit	Quantity	Rate per Unit (Excluding GST)	Total Price (Excluding GST)	GST (%)	GST Amount	Total Price (Including GST)
5	One Time Cost							
5.1	Installation Cost of Dedicated Server	Nos	6					
5.2	Installation / Activation / Configuration of Cloud VPS	Nos	14					
5.3	Installation / Activation / Configuration of LB	Nos	3					
5.4	Any other one time costs							
	a)							
	b)							
	c)							
	d)							

6	Other Recurring Costs	Unit	Period	Rate per Unit per Period	Total Price (Excluding GST)	GST (%)	GST Amount	Total Price (Including GST)
	a)							
	b)							
	c)							
	d)							

Notes:

1. All prices should be in INR.
2. The quantity is approximate and may increase or decrease in the actual work order. Total payment will be done on the basis of price quoted above for “per unit”
3. In case components 2.2, 2.3 and 3.2 are scaled up or down in the middle of month, prices will be calculated on “per Hour” basis considering “quoted monthly price” as per 720 Hours.
4. List of Free Services (Unless specified otherwise above in Point 5.4 and 6)
 - I. Identity and access management
 - II. Managed threat detection service
 - III. Security incident monitoring service
 - IV. Cloud management & monitoring tools
 - V. CPU, memory, storage, I/O metrics utilization monitoring dashboard
 - VI. Audit trail (Include network and access logs)
 - VII. Configuration management
 - VIII. 24 x 7 Telephonic Support
 - IX. 24 x 7 Email Support
 - X. 24 x 7 Chat Support
 - XI. DR Drill
5. L1 will be arrived on total of Column F(Total Price (Excluding GST) / Year).
6. Payment as per approved rate will be released on quarterly basis on post paid basis at the end of quarter.

ANNEXURE – C**TECHNICAL BID**

S.No.	Parameter	Minimum Requirement	Compliance (Yes/No) / Details as Asked
1.	Name of Cloud Service providers (CSP)**		
2.	Data Centre Type	Minimum Tier 3 or higher	
3.	Data Centre (DC) & Disaster Recovery Center (DRC)- Location	Data Center & DRC in India Note- The Primary DC and the DRC should be in different seismic zones	
4.	Support	24x7x356 Support through web/email/phone	
5.	Preventive Maintenance	Preventive Maintenance (Daily/Weekly/Monthly)	
6.	Service level guarantee	End-to-End service level guarantee of 99.5%	
7.	On-demand scalability of storage	Availability of On-demand scalability of storage	
8.	Additional instance	Additional OS instance can be deployed within 15 - 30 minutes of receipt of request	
9.	Additional Backup	Additional Backup Availability	
10.	Scalability	Set up and scalability of RAM and CPU within hrs of request	
11.	Bandwidth scalability	Bandwidth Overage Availability	
12.	Access for Audit	Access to Third Party Team for audit	
13.	Access for CSMCL	Access to Data Centre should be provided to CSMCL	
14.	Administrative control	Complete administrative control of the server can be given to CSMCL, if required	

15.	User access	Root access to the hosted environment will be provided to CSMCL	
16.	Security	Intrusion Prevention System	
17.	DC & DR facility	Proposed DC & DR should be from same Cloud Service Providers (CSPs)	
18.	Availability of Management Services	User Management	
19.		Patch Management	
20.		Disk Management	
21.		Log Management	
22.		Backup Management	
23.		Scheduled Job Management	
24.		Performance Management	
25.		Change Management	

****The Cloud Service Provider (CSP) should be listed under Ministry of Electronics and Information Technology (MeitY), Govt. Of India website (<http://meity.gov.in/content/gi-cloud-meghraj>) for providing Cloud Services.**

ANNEXURE- D

BID FORM

(To be submitted on the firm's letter head and signed by an authorized person - Documentary proof authorizing the person by the bidder to be attached)

To

General Manager
O/o Managing Director
Chhattisgarh State Marketing Corporation Limited
Labhandi Raipur-492001
Chhattisgarh, India.

Raipur, Chhattisgarh, India. Ref: Bid Document No.

Dated:

Sir/ Ma'am,

Having examined the bidding documents, the receipt of which is hereby duly acknowledged, I/Me/ We, the undersigned is deemed to have accepted without any violations and/or deviations etc. pertaining to the tender scope, validity of quoted rates in line & pursuance to the schedule of requirements & all terms & conditions of the tender and in conformity with the said bidding documents.

We undertake, if our bid is accepted, to deliver the services in accordance with the delivery schedule specified in the tender/IFB/RFQ/RFP etc. documents.

If our bid is accepted, we will submit a Performance Bank Guarantee (PBG), in the form prescribed by CSMCL as per the tender terms and conditions.

The same will also be treated as security deposit in case of defaults like non-delivery, cancellation, liquidated damages, penalties etc. valid during entire period of contract plus three months. The EMD will be retained by CSMCL till PBG is submitted.

We agree to abide by this bid for a period of 180 Days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period. I/We undertake that on completion of the validity period, unless the I/We withdraw my/our bid in writing by giving a notice of seven working days, it will be deemed to be valid until such time that I/we formally withdraw my/our bid.

Herein, we declare:

1. That we have a team of technically qualified officials and have state-of-the-art infrastructure, and that our premises are equipped with all the facilities specified in the document.
2. We hereby offer to supply the Goods and Services at the prices and rates mentioned by us in the Financial Bid format/Schedule.
3. We have satisfied itself as to the correctness and sufficiency of the Contract Price cover all its obligations under the Contract.

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4. We enclose herewith the complete Eligibility Criteria Bid as required by you.
5. We have carefully read and understood the terms and conditions of the bid document and the conditions of the contract applicable to the bid document and we do hereby undertake to supply as per these terms and conditions.
6. Certified that the bidder is a company and the person signing the document is the constituted attorney.
7. We do hereby undertake, that, until a formal work order is prepared and executed, this bid, together with your written acceptance thereof and placement of letter of intent awarding the work order, shall constitute a binding contract between us.

Dated this day of 20__

Signature of Authorized Signatory of Bidder Official Address:

Telephone No.

Telegraphic Address:

Fax No.

E-mail

Contact Person Name:

Contact Person Mobile No:

Contact Person email:

ANNEXURE-E

LETTER FOR SUBMISSION OF BID

To,

General Manager
O/o Managing Director
Chhattisgarh State Marketing Corporation Limited
Labhandi Raipur-492001
Chhattisgarh, India.

Sub.: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for CSMCL web applications & portals along with rate contract initially for two years and extendable up to additional four years.

Sir,

1. With reference to your Bid No. _____ dated _____ for
Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for CSMCL web applications & portals along with rate contract initially for two years and extendable up to additional four years.

Further, I hereby certify that-

2. I have read the provisions of the all clauses and confirm that notwithstanding anything stated elsewhere to the contrary, the stipulation of all clauses of Tender are acceptable to me and I have not taken any deviation to any clause.
3. I further confirm that any deviation to any clause of Tender found anywhere in my Bid, shall stand unconditionally withdrawn, without any cost implication whatsoever to the CSMCL.
4. Our bid shall remain valid for period of 180 days from the last date of bid submission.

Date:

Signature:

Place:

Full Name:

Designation: Address:

Note In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

ANNEXURE-F

UNDERTAKING

UNDERTAKING ON COMPLIANCE OF TENDER REQUIREMENTS Along with TERMS & CONDITIONS

I/We hereby undertake that I/we have examined/ perused, studied and understood the tender no. dated and any corrigendum/ addendum/ clarification etc. completely and have submitted my/our bid in pursuance to the said documents.

I/We hereby undertake that I/We understand that the Scope of Work and Requirement of this Tender is indicative only and not exhaustive in any manner. I/We understand that the scope of work may undergo minor changes as per prevailing CSMCL requirements at the time of signing of contract.

I/We hereby undertake that we shall comply with the Scope of work and requirements and tender terms and conditions completely and there are no deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We hereby undertake to provide the further requisite OEM authorization as and when required and/or asked for by CSMCL as per the solution and/or requirements, as decided by CSMCL at their discretion.

I/We hereby undertake that I/We understand that the CSMCL reserves the right to float a separate tender for the scope of work and requirements as mentioned in this tender irrespective of the outcome of this tender. I/We understand that in such a case I/We shall bid separately for that tender and in no case our bid to this tender shall be deemed as a bid for the said tender.

I/We hereby undertake to provide the services and undertake to be the single point of contact for CSMCL for all services, terms and conditions and for the entire scope of work and requirements as defined in this tender document.

I/We hereby undertake that I/We do understand that my/our bid should be as per the tender document and should be accordingly submitted to the CSMCL. In case of a failure to comply and/or a variation the CSMCL has got sole discretion to consider or disqualify my/our bid for the aforementioned tender and I/We shall be not having any claim of any sort/kind/form on the same.

I/We agree to bind by this bid for a period of 180 days after the date fixed for opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period and till the time I/We after the expiry of the bid validity period formally withdraw my/our response in writing with a notice period of seven working days and associated terms and conditions and as specified in the tender document and in all such cases my/our bid shall be deemed to be valid.

I/We hereby attach the duly signed and stamped tender document as an acceptance and compliance of tender specifications and terms & conditions with the technical response without any deviations and/or submissions and/or clarifications of any manner and/or sort and/or kind in this regard from my/our side.

I/We understand that mentioning of any pre-requisites, presumptions, assumptions, hiding/ twisting/ deletion/ reduction/ manipulation/ disguising of scope of work and/or application features and/or infrastructure and/or project deliverables etc. in any form and/or by any means and/or under any head shall not be constituted as a part of the bid and in case of award of the tender the same should

not be claimed by me/us while award and/or subsequent execution of work. The decision of CSMCL on such issues shall be binding on me/us and the same cannot be arbitrated upon by me/us.

I/We hereby undertake that we abide by all the terms and conditions mentioned in the tender along with corrigendum, if any

I/We hereby undertake that I/We shall meet all business requirements of CSMCL and shall provide the same solution as proposed in the bid document during contract period. In case of a default CSMCL can levy liquidated damages on myself/ourselves as per tender terms and conditions.

I/We hereby declare that our company/ organization has not been black listed, debarred, banned or disqualified by any Government or any Government agencies including PSUs during a period of last five years.

I/We understand that at any stage during the tenure of the contract if it is found that any statement or document submitted by I/We is false/forged/invalid, CSMCL has discretion to terminate the contract and get the work done through third party as per the risk purchase clause mentioned in this tender.

I/We hereby affirm that our bid is valid for the period including the deemed period as specified in the tender document.

Signature of Authorized Signatory Name of the Signatory

Date

Place

Company Name

Company Seal

ANNEXURE- G

FORMAT FOR NO-DEVIATION CERTIFICATE

Unless specifically mentioned in this schedule, the tender: Providing Cloud Hosting Space, Managed services and Operations & Maintenance Support for CSMCL web applications & portals along with rate contract initially for two years and extendable up to additional four years., shall be deemed to confirm the CSMCL's specifications:

S. No.	Clause No.	Details of deviation with justifications

By signing this document, we hereby withdraw all the deviations whatsoever taken anywhere in this bid document and comply to all the terms and conditions, technical specifications, scope of work etc. as mentioned in the standard document except those as mentioned above.

Seal of the Company:

Signature Name

Note: In absence of above declaration/certification, the Bid is liable to be rejected and shall not be taken into account for evaluation.

ANNEXURE-H

PERFORMANCE BANK GUARANTEE

Chhattisgarh State Marketing Corporation Limited
Labhandi Raipur-492001
Chhattisgarh, India.

(With due stamp duty if applicable)

OUR LETTER OF GUARANTEE NO.:

In consideration Chhattisgarh State Marketing Corporation Limited, having its office at _____
(hereinafter referred to as "CSMCL"

which expression shall unless repugnant to the content or meaning thereof include all its successors, administrators and
executors) and having issued BID/Work Order No dated

_____ with/on M/s _____ (hereinafter
referred to as "The Agency" which expression unless repugnant to the content or meaning thereof, shall include all the
successors, administrators, and executors).

WHEREAS the Agency having unequivocally accepted to perform the services as per terms and
conditions given in the BID/Work Order No _____

dated and CSMCL having agreed that the Agency shall furnish to CSMCL a Performance Guarantee for the faithful performance
of the entire contract, to the extent of 10% (ten percent) (or the percentage as per the individual case) of the value of the
BID/Work Order i.e. for .

We, _____ ("The Bank") which shall
include OUR successors, administrators and executors herewith establish an irrevocable Letter of
Guarantee No. _____ in your favor for account of _____

_____ (The Agency) in cover of performance guarantee in
accordance with the terms and conditions of the BID/Work Order.

Hereby, we undertake to pay up to but not exceeding _____ (say _____
only) upon receipt by us of your first written demand accompanied by your declaration stating that the amount claimed is due
by reason of the Agency having failed to perform the BID/Work Order and despite any contestation on the part of above
named-agency.

This letter of Guarantee will expire on _____ including 90 day of claim period and
any claims made hereunder must be received by us on or before expiry date after which date this Letter of Guarantee will
become of no effect whatsoever whether returned to us or not.

Authorized signature Chief Manager/ Manager Seal of Bank

Note: The date shall be 90 days after the date of completion of contract
