



**District Project Livelihood College Society, Dantewada is inviting**

**Expression of Interest**

**for**

**Appointment of Agency for Training, Employment and  
Development Program for Business Process  
Outsourcing Along with Deployment of IT  
Infrastructure**

**In**

**Dantewada District**

**Due Date for Submission: 17 / 02 / 2025 till 3.00 PM**



दक्षिण बस्तार लिव्होल्ड कॉलेज सोसायटी  
Dakshin Bastar Livelihood College Society

**DISTRICT PROJECT LIVELIHOOD COLLEGE SOCIETY  
DANTEWADA DISTT. DANTEWADA (C.G.)**

**Dantewada-Geedam Road, Karli, Dantewada, 494441**

**Email: [dplcdantewada@gmail.com](mailto:dplcdantewada@gmail.com) Contact No:- 7489922116**

Res No./ 581 /DPLCS/EOI/2024-25

Dantewada Date - 16 / 01 /2025

### **Expression of Interest**

The office of the Collector cum Chairman District Project Livelihood College Society, Dantewada is inviting Expression Of Interest for Appointment of Agency for Training, Employment and Development Program for Business Process Outsourcing Along with Deployment of IT Infrastructure.

Interested agencies may visit the website [www.dantewada.nic.in](http://www.dantewada.nic.in) for further information. Response to this Expression of Interest (EoI) shall be deemed to have been done after careful study and examination of this document with full understanding of ITES implications. This section provides general information about the issuer, important dates and addresses and the overall eligibility criteria for the parties.

Last date of submission of forms:- 17 / 02 /2025 at 03.00 PM

Opening date of EoI: 18 / 02 /2025 at 11.00 AM

**Collector Cum Chairman**  
District Project Livelihood College Society,  
Dakshin Bastar, Dantewada



विद्यया ऽर्थाय विद्यया ऽर्थाय  
Dakshin Bastar Livelihood College Society

**DISTRICT PROJECT LIVELIHOOD COLLEGE SOCIETY  
DANTEWADA DISTT. DANTEWADA (C.G.)**

Website-[www.dantewada.nic.in](http://www.dantewada.nic.in) Contact No:- 7489922116

Res No./ 581 /DPLCS/EOI/2024-25

Dantewada Date - 16 / 01 /2025

Expression Of Interest for Appointment of Agency for Training, Employment and Development Program for Business Process Outsourcing Along with Deployment of IT Infrastructure

District project Livelihood college society, Dantewada invites sealed EOIs from Organizations, entrepreneurs.

Eoi shall be available at office District Project Livelihood College Society, Dantewada, Chhattisgarh. Or can get from website [www.dantewada.nic.in](http://www.dantewada.nic.in)

Interested organizations are requested to submit the complete application with detailed business plan by 17/ 02 /2025 time 3.00 pm. Referring to publication in newspaper /official website. Submission can be made by post (Registered/ speed) or by hand at District Project Livelihood College Society, Dantewada.

All applications received by due date will be opened on 18 / 02 /2025 at 11.00 hrs in front of bidders or their representatives based on the eligibility criteria as mentioned in EOI.

For any further clarifications please contact District project Livelihood college society, Dantewada, during official working hours only i.e., 10.30am to 5.30 pm

**Collector cum Chairman**  
District Project Livelihood College Society,  
Dakshin Bastar, Dantewada

## DISCLAIMER

This Expression of Interest (EOI) contains brief information about the Project, Qualification, Requirements and the Selection process for the successful applicant. The purpose of this EOI document is to provide applicants with information to assist the formulation of their EOI application (the 'application'). The information ('Information') contained in this EOI documents or subsequently provided to interested parties (the "applicant(s)), in a writing by or on behalf of DPLC/Dantewada District Administration is provided to Applicant(s) on the terms and conditions set out in this EOI documents and any other terms and conditions subject to which such information is provided.

This EOI document does not purport to contain all their information each applicant may require. This EOI documents may not be appropriate for all persons, and it is not possible for DPLC/Dantewada District Administration, their employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this EOI document. Certain applicants may have a better knowledge of the proposed Project than others. Each applicant should conduct its own investigations and analysis and should check the Accuracy, reliability and completeness of the information in this EOI document and obtain independent advice from appropriate sources. DPLC/Dantewada District Administration, 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 EOI documents and information provided hereunder is only to the best of the knowledge of DPLC/Dantewada District Administration.

Intimation of discrepancies in the EOI, if any, should be given to the office of the DPLC/Dantewada District Administration immediately by the applicants. If DPLC/Dantewada District Administration receives no written communication, it shall be deemed that the applicants are satisfied that the EOI document is complete in all respects.

This EOI document is not an agreement and is not an offer or invitation by DPLC/Dantewada District Administration to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements contained herein. DPLC/Dantewada District Administration reserves the right to accept or reject any or all applications without giving any reasons thereof and will not entertain any claim for expenses in relation to the preparation of EOI submissions.

**ABBREVIATIONS**

EMD	Earnest Money Deposit
EOI	Expression Of Interest
eProc	E Procurement
SUDA	State Urban Development Agency
MSI	Master System Integrator
BOQ aka BOM	Bill of quantities
SLA	Service Level Agreement
OEM	Original Equipment Manufacturer
TDS	EOI Data Sheet
NIT	Notice Inviting Tender
QCBS	Quality cum Cost based Selection
LOA	Letter of Award
LOI	Letter of Intent
TO	Turnover
ICT	Information and Communication Technology
POC	Proof Of Concept
ESIC	Employee State Insurance Corporation
CAPEX	Capital Expenditure
OPEX	Operating Expenditure
O&M	Operations and Maintenance
DPLC	District Project Livelihood College

### Definition of Terms

1. **"Acceptance of System"** The system shall be deemed to have been accepted by the Authority, subsequent to its installation, rollout and deployment of trained manpower, when all the activities as defined in Scope of Work have been successfully executed and completed to the satisfaction of Authority.
2. **"Applicable Law(s)"** Any statute, law, ordinance, notification, rule, regulation, judgment, order, decree, bye-law, approval, directive, guideline, policy, requirement or other governmental restriction or any similar form of decision applicable to the relevant party and as may be in effect on the date of the execution of this Agreement and during the subsistence thereof, applicable to the Project.
3. **"Authority"** means the DPLC/District Administration Dantewada. The project shall be executed in Dantewada and shall be owned by DPLC/District Administration Dantewada.
4. **"Participant"** shall mean organization/consortium submitting the proposal in response to this EOI.
5. **"MSI"** means the Participant who is selected by the Authority at the end of this EOI process. The agency shall carry out all the services mentioned in the scope of work of this EOI.
6. **"Contract"** means the Contract entered into by the parties with the entire documentation specified in the EOI.
7. **"Contract Value"** means the price payable to MSI under this Contract for the full and proper performance of its contractual obligations.
8. **"Commercial Off-The-Shelf (COTS)"** refers to software products that are ready-made and available for sale, lease, or license to the general public.
9. **"Data Centre Site"** means the Data Centre sites including their respective Data Centre space, wherein the delivery, installation, integration, management and maintenance services as specified under the scope of work are to be carried out for the purpose of this contract. Here the site is situated at YUVA BPO - GEEDAM  
**"Document"** means any embodiment of any text or image however recorded and includes any data, text, images, sound, voice, codes, databases or any other electronic documents as per IT Act 2000.
10. **"Effective Date"** means the date on which this Contract is signed or LoI is issued by Authority, whichever is earlier and executed by the parties hereto. If this Contract is executed in parts, then the date on which the last of such Contracts is executed shall be construed to be the Effective Date.
11. **"GCC"** means General Conditions of Contract
12. **"Goods"** means all of the equipment, sub-systems, hardware, software, products accessories, software and/or other material/items which MSI is required to supply, install and maintain under the contract.
13. **"Intellectual Property Rights"** means any patent, copyright, trademark, trade name, service marks, brands, proprietary information whether arising before or after the execution of this Contract and the right to ownership and registration of these rights.
14. **"Go- Live"** means installation, testing, commissioning of project, and commencement of all EOI components, including training as per scope of work

mentioned in EOL. Participant should have the approval from Authority for user acceptance testing.

15. **"Notice"** means: a notice; or consent, approval or other communication required to be in writing under this Contract.
16. **"OEM"** means the **Original Equipment Manufacturer of any equipment/ system/ software/ product** which are providing such goods to the Authority under the scope of this EOL.
17. **"MSI's Team"** means MSI who has to provide goods & services to the Authority under the scope of this Contract. This definition shall also include any and/or all of the employees of MSI, authorized service providers/partners and representatives or other personnel employed or engaged either directly or indirectly by MSI for the purposes of this Contract.
18. **"Consortium"** means the entity named in the contract for any part of the work has been sublet with the consent in writing of the Authority and the heirs, legal representatives, successors and assignees of such person.
19. **"Replacement Service Provider"** means the organization replacing MSI in case of contract termination for any reasons.

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- Firewall.....
- Managed L3 Switch .....
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- Server ..... **Error! Bookmark not defined.**
- NAS.....
- Video Conference Camera ..... **Error! Bookmark not defined.**
- Webcam..... **Error! Bookmark not defined.**
- Desktops ..... **Error! Bookmark not defined.**
- IP Phones.....
- 20 KVA UPS..... **Error! Bookmark not defined.**
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**PART A: Introduction****Notice Inviting EOI****DISTRICT PROJECT LIVELIHOOD COLLEGE SOCIETY  
DANTEWADA DISTT. DANTEWADA (C.G.)**

**Expression Of Interest (EOI) notice for  
"Appointment of Agency to start Training, employment and Development Program for  
IT/ITES BPO (Voice/Non Voice) business scope in Dantewada District.**

**[EOI No./ 581 /DPLCS/EOI/2024-25                      Dantewada Date - 16 / 01 /2025 ]**

<b>1. Bid Fee (Non-refundable)</b>	<ul style="list-style-type: none"> <li>Rs. 5,000 (Rupees Five Thousand only) to be paid in the form of Demand Draft/FDR (in favour of, Principal, District Project Livelihood College , karli, Dantewada, PIN- 494441 (C.G.) and submit in envelop A</li> </ul>
<b>2. EMD</b>	<p>EMD of RS 700000.00 (Rupees SEVEN LAKH RS Only) to be paid in the form of Demand Draft/FDR (in favour of, Collector cum Chairman, District Project Livelihood College Society , karli, Dantewada, PIN- 494441 (C.G.) of any nationalized / scheduled banks except Cooperative Banks. (As per PART C: EOI Forms) and submit in envelop A</p>
<b>3. Last date of Bid Submission</b>	<ul style="list-style-type: none"> <li>17/ 02 /2025; 03:00 pm</li> </ul>
<b>4. Mode of Bid Submission</b>	Physically
<b>5. EOI Document Availability</b>	<ul style="list-style-type: none"> <li><a href="http://www.dantewada.nic.in">www.dantewada.nic.in</a></li> </ul>

The right to accept/reject any or all bid(s) received is reserved without assigning any reason thereof.

  
 Collector cum Chairman,  
 District Project Livelihood College  
 Society , karli, District- Dantewada,  
 PIN- 494441 (C.G.)

## Project Objective

The DPLC/ Dantewada, District Administration Office of the Collector and District Magistrate Dantewada is issuing this EOI to identify entrepreneurs/companies/other organizations to start Training and development program for “Creation of employment opportunities for the youth of Chhattisgarh State, by promoting the IT/ITES industry particularly by setting up the BPO/ITES operations” The successful agency/entrepreneur/company will receive infrastructure support in the form of fully furnished industry standard office space.

## Project Scope

The MSI should ensure the successful implementation of the proposed call centre for job creation

1. The successful Participant (organization) shall be under the obligation to commence its BPO/ITES operations as per the timeline defined in the EOI. Participant in cases where in matters beyond control can seek for extension. Based on the agreed timeline between the DPLC/District Administration Dantewada and the successful Participant the extension can be provided.
2. **Successful Participant** will bear all the maintenance and electricity charges of the BPO/ITES unit building for the period of contract from the date of execution of contract agreement.
3. The successful Participant needs to set up working call centre and install necessary software and hardware for proper functioning of the call centre as mentioned in the BoQ.
4. Successful Participant will create employment of minimum 300 BPO/ITES employees during the entire course of Agreement.
5. The successful Participant has to create employment of resources (minimum 300). Necessary training, bringing work for the resources will be sole responsibility of the Participant. DPLC/District Administration Dantewada will provide space and necessary infrastructure to successful Participant other than not mentioned in the EOI. The salary of the resources and staff needs to be paid by the successful Participants. At no given point salary of the resources should be kept on hold or differed.
6. Initial 6 month of Hiring, training and OJT Program DPLC/District administration will provide the remuneration of 3000-/- Rs for candidates who will get the employment under this model
7. Selected bidders will be also a training partner for skill development training program if needed, on 70:30 ratio as guidelines payment will be made according to scheme guidelines.
8. Successful Participant will provide timely salary of employees as per the agreement according to govt. rules.
9. The successful Participant shall share the Employee Structure for the entire setup and deploy the manpower as per this Structure.
10. The successful Participant needs to appoint team leader, facility staff and guards to ensure proper functioning of the call centre.
11. The Recruitment and training of manpower is the sole responsibility of Successful Participant. The selection will be on the basis of 60:40 %, where 60% candidates must be selected from Dantewada district and 40% may be obtained from other districts of

- Chhattisgarh but the preference must be given to the candidate of Dantewada. In case of not fulfilling above criteria due to unforeseen condition, the written permission must be obtained in advance by providing all the documentary evidence “Why Participant fails to fulfil above criteria”. The final decision of the Committee of DPLC/District Administration Dantewada will be followed.
12. Staff retention program, training, quality management, Leaves for the staff, employed agents and other government policy to apply while dealing with human resources
  13. In addition to this the entire O&M of the call centre floor needs to be managed by the successful Participant.
  14. DPLC/District Administration Dantewada retains the power to cancel/reject any EOI/Bid without assigning any reason whatsoever.
  15. The entire BPO setup is the property of DPLC/District Administration Dantewada. Hence the full responsibility of maintenance will be of MSI.
  16. The successful Participant will undertake the overall O&M of the infrastructure installed for the entire setup such as computers, laptops, ACs, Digi sets, cameras, UPS, furniture, etc.
  17. Successful Participant will abide by all the rules and regulation as circulated by DPLC/District Administration Dantewada, from time to time and also all the changes made during the tenure of bidding.
  18. There will be a complete prohibition of work related to political, religious and unlawful activities in BPO.
  19. MSI will be fully responsible for the activities related to BPO.
  20. In case of termination or completion of the project the entire setup will remain intact. Any damage or loss will be reimbursed by MSI else possible amount will be recovered from MSI.
  21. Exit Management
    - i) This sets out the provisions, which will apply on expiry or termination of the Master Service Agreement, the Project Implementation, Operation and Management SLA.
    - ii) In the case of termination of the Project Implementation and/or Operation and Management, the Parties shall agree at that time whether, and if so during what period, the provisions of this Schedule shall apply.
    - iii) The Parties shall ensure that their respective associated entities carry out their respective obligations set out in this Exit Management Schedule.
  22. Cooperation and Provision of Information
    - i) The MSI will allow the DPLC/District Administration Dantewada or its nominated agency access to information reasonably required to define the current mode of operation associated with the provision of the services to enable the DPLC/District Administration Dantewada to assess the existing services being delivered;
    - ii) Promptly on reasonable request by the DPLC/District Administration Dantewada, the MSI shall provide access to and copies of all information held or controlled by them which they have prepared or maintained in accordance with this agreement relating to any material aspect of the services (whether provided by the MSI or sub-contractors appointed by the MSI). The DPLC/District Administration Dantewada

shall be entitled to copy of all such information. Such information shall include details pertaining to the services rendered and other performance data. The MSI shall permit the DPLC/District Administration Dantewada or its nominated agencies to have reasonable access to its employees and facilities, to understand the methods of delivery of the services employed by the MSI and to assist appropriate knowledge transfer.

23. Confidential Information, Security and Data

i) The MSI will promptly on the commencement of the exit management period supply to the DPLC/District Administration Dantewada or its nominated agency the following:

- information relating to the current services rendered and customer and performance data relating to the performance of sub-contractors in relation to the services.
- documentation relating to Intellectual Property Rights.
- documentation relating to sub-contractors.
- all current and updated data as is reasonably required for purposes of District Administration Dantewada or its nominated agencies transitioning the services to its Replacement MSI in a readily available format nominated by the District Administration Dantewada, its nominated agency.
- all other information (including but not limited to documents, records and agreements) relating to the services reasonably necessary to enable District Administration Dantewada or its nominated agencies, or its Replacement MSI to carry out due diligence in order to transition the provision of the Services to District Administration Dantewada or its nominated agencies, or its Replacement MSI (as the case may be).

ii) Before the expiry of the exit management period, the MSI shall deliver to the DPLC/District Administration Dantewada or its nominated agency all new or updated materials from the categories set out in Schedule above and shall not retain any copies thereof, except that the MSI shall be permitted to retain one copy of such materials for archival purposes only.

24. Transfer of Certain Agreements

On request by the DPLC/District Administration Dantewada or its nominated agency the MSI shall effect such assignments, transfers, licences and sub-licences District Administration Dantewada, or its MSI in relation to any equipment lease, maintenance or service provision agreement between MSI and third party lessors, vendors, and which are related to the services and reasonably necessary for the carrying out of replacement services by the District Administration Dantewada or its nominated agency or its Replacement MSI.

25. General Obligations of the MSI

i. The MSI shall provide all such information as may reasonably be necessary to effect as seamless a handover as practicable in the circumstances to the DPLC/District Administration Dantewada or its nominated agency or its Replacement MSI and which the MSI has in its possession or control at any time during the exit management period.

- ii. For the purposes of this Schedule, anything in the possession or control of any MSI, associated entity, or sub-contractor is deemed to be in the possession or control of the MSI.
- iii. The MSI shall commit adequate resources to comply with its obligations under this Exit Management Schedule.

26. Exit Management Plan

- i. The MSI shall provide the DPLC/District Administration Dantewada or its nominated agency with a recommended exit management plan ("Exit Management Plan") which shall deal with at least the following aspects of exit management in relation to the MSA as a whole and in relation to the Project Implementation, and the Operation and Management SLA.
    - o A detailed program of the transfer process that could be used in conjunction with a Replacement MSI including details of the means to be used to ensure continuing provision of the services throughout the transfer process or until the cessation of the services and of the management structure to be used during the transfer;
    - o plans for the communication with such of the MSI's sub-contractors, staff, suppliers, customers and any related third party as are necessary to avoid any material detrimental impact on the District Administration Dantewada operations as a result of undertaking the transfer;
    - o (if applicable) proposed arrangements for the segregation of the MSI's networks from the networks employed by District Administration Dantewada and identification of specific security tasks necessary at termination;
    - o Plans for provision of contingent support to District Administration Dantewada, and Replacement MSI for a reasonable period after transfer.
  2. The MSI shall re-draft the Exit Management Plan annually thereafter to ensure that it is kept relevant and up to date.
  3. Each Exit Management Plan shall be presented by the MSI to and approved by the DPLC/District Administration Dantewada or its nominated agencies.
  4. The terms of payment as stated in the Terms of Payment Schedule include the costs of the MSI complying with its obligations under this Schedule.
  5. In the event of termination or expiry of MSA, and Project Implementation, each Party shall comply with the Exit Management Plan.
  6. During the exit management period, the MSI shall use its best efforts to deliver the services.
  7. Payments during the Exit Management period shall be made in accordance with the Terms of Payment Schedule.
  8. This Exit Management plan shall be furnished in writing to the District Administration Dantewada or its nominated agencies within 90 days from the Effective Date of this Agreement.
27. Perform quality audits from third party auditor and submit report to DPLC/District Administration Dantewada. District Administration Dantewada, at its discretion, may also engage independent auditors to audit any/some/all standards/processes. The MSI shall support all such audits as per calendar agreed in advance. The result of the audit shall be shared with the MSI who has to provide an effective action plan for mitigations of observations/non-compliances, if any.

28. The successful Participant needs to manage their own telephony and Computer Telephony Interface (CTI) to handle outbound and inbound calls.
29. Procuring of necessary Primary Rate Interface (PRI) lines/SIP Trunks for inbound calls or outbound calls will be the responsibility of the Participant.
30. Payment and Maintenance of the Primary Rate Interface lines/SIP Trunks shall be the responsibility of the Participant.
31. If required, the successful Participant should be able to share Real-time Dashboards and display with District Administration Dantewada or any other agency appointed by ICCC.
32. The Participant shall make infrastructural facilities available in the proposed Call Centre location as per the BoQ:
  - i. The successful Participant would maintain the premise given by District Administration Dantewada that meets the industry standards and other norms mentioned through this document. Call Centre will be operated from the premise (YUVA BPO- GEEDAM).
  - ii. The call centre will run with an initial seat capacity of 300 and extendable if the volumes go up.
  - iii. The building would have necessary security personnel deployed with SOPs for dealing with all exigencies per the industry standards.
  - iv. The successful Participant needs to ensure necessary power back up and UPS.
  - v. Adequate lighting be provided all through the day that meets industry standards of comparable call centres.
  - vi. Sufficient air-conditioning be provided all through the operations with backup planned for any large outages.
  - vii. The successful Participant needs to ensure Standard network security solutions & firewalls be provisioned. Security systems - Access control system, CCTV with camera, provision of security guards etc. Adequate network and server capacity for smooth running of operations with necessary redundancies. Call centre must have basic amenities e.g. reception, lockers, emergency medical room
  - viii. Terminals for call Centre representatives, team leaders etc.
  - ix. Participant shall maintain call Centre hygiene like cleanliness, cafeteria, cleaning staff, basic amenities such as separate washrooms for male & female employees etc.
33. The Participant will employ necessary required personnel such as call centre agents called case officers, team leaders, trainers etc. for managing the call centre effectively and efficiently. HR management shall be the responsibility of the Participant. The Participant may use their systems / software such as performance management systems, HR systems, etc.
34. The successful Participant need to ensure Compliance to Labour Laws: The Participant shall be responsible for compliance of all laws, rules, regulations and ordinances applicable in respect of its employees, sub-contractors and Call Centre Representatives(including but not limited to Minimum Wages Act, Provident Fund Laws, Workmen's Compensation Act, Employees' State Insurance, etc) and shall establish and maintain all proper records including, but not limited to, accounting records required by any law, code, practice or corporate policy applicable to it from time to time, including records and returns as applicable under labour legislations.

## PART B : Instruction To Participant’s

### Section I: Instructions to Participant’s

#### A. General

<p><b>1. Eligibility of Participant</b></p>	<p>Refer Section III. Evaluation and Qualification Criteria</p>
<p><b>2. Corrupt Practices</b></p>	<p>The EOI Inviting Authority requires that the Participant, and the suppliers, contractors, and vendors of such Participant, to observe the highest standard of ethics during the procurement and execution of such contracts.</p> <p>“Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;</p> <p>“Fraudulent practice: means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the EOI Inviting Authority, and includes collusive practices among Participant (prior to or after EOI submission) designed to establish EOI prices at artificial, non-competitive levels and to deprive the EOI Inviting Authority of the benefits of free and open competition</p> <p>“Coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract; and</p> <p>“Obstructive practice” means deliberately destroying, falsifying, altering or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede a Bank investigation into allegations of a corrupt, fraudulent, coercive, or collusive practice; and/or threatening, harassing, or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or acts intended to materially impede the exercise of the EOI Inviting Authority’s or its appointed agencies’ inspection and audit rights when necessary.</p> <p>The EOI Inviting Authority shall reject a proposal for award if it determines that the Participant recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, obstructive or coercive practices in the Tendering process.</p> <p>The EOI Inviting Authority shall disqualify the Participant and reject the EOI submitted by such Participant if it determines at any time</p>



	<p>that the Participant has engaged in corrupt, fraudulent, collusive, obstructive or coercive practices during the procurement or the execution of that contract; and</p> <p>The EOI Inviting Authority shall debar the Participant from any future contracts with the EOI Inviting Authority;</p>
<p><b>3. Implementation Flow</b></p>	<p>3.1. On receipt of the Letter of Award, the Performance Security in the prescribed format shall be submitted by Participant within 21 days. After the Performance Security has been submitted, the selected Participant shall enter into the Contract Agreement with the Project Implementing Agencies within 7 days or such extended period as prescribed by the EOI Inviting Authority.</p> <p>3.2. The selected Participant shall undertake the Scope of EOI as described in Point 2 in General Instructions.</p>

### B. Contents of EOI Document

<p><b>1. Sections of EOI Documents</b></p>	<p>1.1 The EOI Documents shall consist of Parts A, B, C &amp; D, which include all the Sections indicated below, and should be read in conjunction with any Addenda issued in accordance with instructions to Participant.</p> <ul style="list-style-type: none"> <li>• PART A: Introduction <ul style="list-style-type: none"> <li>A ) Notice Inviting EOI</li> <li>B ) Project Background</li> <li>C ) Project Objective</li> <li>D ) Project Scope</li> </ul> </li> <li>• PART B: Instruction to Participants</li> <li>• Section I. Instruction to Participant</li> <li>• Section II. EOI Data Sheet</li> <li>• Section III. Evaluation and Qualification Criteria</li> <li>• Section IV. Financial Proposal</li> <li>• Section V. Project Time Line &amp; Payment Terms</li> <li>• Section VI. Capacity Building <ul style="list-style-type: none"> <li>• PART C: EOI Forms &amp; Annexures</li> <li>• PART D: Draft Contract Agreement and Forms</li> <li>• PART E: Service Level Agreement</li> </ul> </li> </ul> <p>1.2 The Participant is expected to examine all instructions, forms, terms, and specifications in the EOI Document. Failure to furnish all information or documentation required by the EOI Document may result in the rejection of the Tender.</p>
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<p><b>2. Clarification of EOI Document</b></p>	<p>1.1 A prospective Participant requiring any clarification regarding the EOI Document <b>shall contact the EOI Inviting Authority in writing at the</b> EOI Inviting Authority's address indicate in clause 7.3. DPLC/District Administration Dantewada on its discretion may also hold further discussions with the Applicants to finalize the technical/ commercial/ legal parameters and other related issues for the Project, before submission of the Proposals.</p> <p>1.2 The Participant's request for any clarification related to the EOI Documents, which shall be received up to the last date for submission of queries, shall only be responded by the EOI Inviting Authority.</p> <p>1.3 Any queries related to this EOI can be forwarded to <b>dplcdantewada@gmail.com</b></p> <p>1.4 The Participant is advised to visit and examine the Site and its surroundings and obtain for itself and on its own responsibility all information that may be necessary for preparing the Tender. The cost of visiting the Site shall be at the Participant's own expense</p> <p>1.5 The Participant is required to review the preliminary data available before the submission of its Tender. This data is provided only for the guidance purpose, and should not be treated as the basis for the Participant's Tender. The Participant should make its own assessments, calculations and analysis before making its Tender, and collect any additional data as necessary to prepare its Tender.</p>
<p><b>3. Amendment of EOI Document</b></p>	<p>3.1 Addendum to the EOI Document may be issued by EOI Inviting Authority not less than one (1) week prior to the deadline for submission of Tender.</p> <p>3.2 Any addendum issued shall form part of the EOI Document and shall be uploaded in <a href="http://www.dantewada.nic.in">www.dantewada.nic.in</a></p>

### C. Preparation of Tender

<p><b>1. Cost of EOI Document</b></p>	<p>The Participant shall bear all costs associated with the preparation and submission of its Tender.</p> <p>The EOI Document may be downloaded from the website <a href="http://www.dantewada.nic.in">www.dantewada.nic.in</a></p>
<p><b>2. Earnest Money Deposit</b></p>	<p>Earnest Money Deposit to be paid physical in form of Demand Draft/FDR (in favour of, Collector cum Chairman DPLC, Dantewada</p> <p>of any nationalized / scheduled banks except Cooperative Banks.</p>
<p><b>3. Language of Tender</b></p>	<p>All correspondence and documents relating to the EOI exchanged by the Participant and the EOI Inviting Authority is required to be in the ENGLISH language. Supporting documents and printed literature that are part of the EOI and are in a language other than</p>

'English' shall be permitted in case they are accompanied by an accurate translation in 'English', in which case, for purposes of interpretation of the Tender, such translation shall govern.

**4. Documents  
Comprising  
the  
Tender**

The EOI shall comprise the following:

**Envelop A**

Section #	Section Heading	Details
1.	Letter of Expression Of Interest	As per format provided in Part C Form 1
2.	Participant's Profile	As per format provided in Part C Form 2
3.	Power of Attorney/Board Resolution	As per format provided in Part C Form 3
4.	Receipt of Rs. 5,000/- as EOI Fee submitted	As per format acceptable in this EOI
5.	EMD of Rs 700000.00	As per format provided in Part C Form 4
6.	Pre-integrity pact	As per format provided in Part C Form 5
7.	Pre-Qualification Checklist	All documents as required in Section III. Evaluation and Qualification Criteria
8.	Non – Blacklisting	As per format provided in Part C Form 6
9.	No Deviation Certificate	As per format provided in Part C Form 7
10.	Total responsibility certificate	As per format provided in Part C Form 9
11.	Supporting documents	All Supporting documents required for Pre-Qualification checklist

**Envelop B**

Section #	Section Heading	Details
1.	Technical Qualification Document documents	<b><u>Documents and supporting required as per PART B Section III B. Technical Qualification Criteria and Marking</u></b>
2.	About Bidder	Details about Participant- Form 15

3.	Approach & Methodology	Details as required in Technical Criteria
4.	Solution proposed	Details as required in Technical Criteria
5.	Project Plan and Resources	Details as required in Technical Criteria

**Envelop C**

The Participant must submit the Commercial Bid in the formats specified in Part B Form 13

**All envelop should be tiled with eoi info and applicants name, and A,B,C all contained in envelop D**

If the Participant proposes any deviations, reservations or omissions, to any of the conditions given in the sample letter of award or in any of the EOI Documents, its EOI will be treated as non-responsive and rejected.

EOI Queries: All enquiries from the Participants relating to this EOI Document must be submitted to the designated contact person as mentioned in the EOI Data Sheet below. The queries should necessarily be submitted in the following format as a Word Document:

Sr. No.	EOI Document Reference (Volume, Section No., Page No.)	Content of the EOI Document requiring clarification	Clarification Sought / Query
1			
2			
3			
...			

Queries submitted post the deadline mentioned in the EOI Data Sheet or which do not adhere to the above mentioned format may not be responded to. All the responses to the queries (clarifications / corrigendum) shall be made available on the state e procurement website, [www.dantewada.nic.in](http://www.dantewada.nic.in)

**5. Letter of Tender, and Securities**

The Letter of EOI and Schedules and all other data/information shall be prepared using the relevant forms furnished in Part C: EOI Forms. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

<b>6. Participant's Financial Proposal</b>	<ul style="list-style-type: none"> <li>• A Participant's Financial Proposal shall be mentioned in INR</li> <li>• The Financial Proposal shall be proposed using the standard forms and formats as included in the EOI Forms.</li> <li>• All duties, taxes, and other levies payable by the Participant under the Contract Agreement shall be deemed to have been included in the Financial Proposal.</li> </ul>
<b>7. Documents Comprising the Technical Proposal</b>	<p>The Participant shall furnish the details of documents, to be submitted by the Participant in proof of his technical qualification</p>
<b>8. Documents Establishing the Qualifications of the Participant</b>	<p>To establish its qualifications to perform the Contract Agreement in accordance with Section III, Evaluation and Qualification Criteria, a Participant shall provide the information requested in the corresponding information sheets included in form A4, EOI Forms.</p>
<b>9. Period of Validity of Tender</b>	<p>EOI shall remain valid for the period specified in the Participants Data Sheet after the EOI submission deadline date prescribed by the EOI Inviting Authority. A EOI valid for a shorter period shall be rejected by the EOI Inviting Authority as non-responsive.</p> <p>In exceptional circumstances, prior to the expiration of the EOI validity period, the EOI Inviting Authority may request Participant to extend the period of validity of their Tender. The request and the responses shall be made in writing. If the EOI validity period is extended the validity of the EMD shall also be extended for thirty (30) days beyond the deadline of the extended validity period. A Participant may refuse the request without forfeiting its EMD. A Participant granting the request shall not be required or permitted to modify its Tender, except as provided in INSTRUCTION TO PARTICIPANT</p>
<b>10. EMD</b>	<ul style="list-style-type: none"> <li>• The EMD to be paid physical in form of Demand Draft/FDR/Bank Guarantee (in favour of, Collector cum Chairman DPLC District Dantewada of any nationalized / scheduled banks except Cooperative Banks of value as mentioned in the EOI DATA SHEET.</li> <li>• The EMD shall be in the form as stated in the EOI DATA SHEET. The EMD shall be valid at least for the number of days as stated in the EOI DATA SHEET, beyond the original validity period of the Tender, or beyond any period of extension if requested.</li> <li>• Any EOI not accompanied by an EMD shall be rejected by the EOI Inviting Authority as non-responsive. Any EOI not accompanied by the document fee receipt shall be rejected by the EOI Inviting Authority as non-responsive.</li> <li>• The EMD of unsuccessful Participant shall be returned after issue of Letter of Award to the Successful Participant and signing of contract</li> </ul>

	<p>agreement.</p> <ul style="list-style-type: none"> <li>• The EMD of the Successful Participant shall be returned as promptly as possible once the Successful Participant has furnished the performance security as per the Contract Agreement or alternatively adjusted against the Performance Guarantee requirement.</li> <li>• The EMD may be forfeited in the following conditions:</li> <li>• If a Successful Participant withdraws its EOI during the period of EOI validity, specified by the Successful Participant on the Letter of EOI Form</li> <li>• If the Successful Participant fails to: Sign the Contract Agreement in accordance with INSTRUCTION TO PARTICIPANT or Furnish a performance security in accordance with INSTRUCTION TO PARTICIPANT</li> </ul>
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#### D. Submission & Opening of Tender

<b>Submission of EOI</b>	<ul style="list-style-type: none"> <li>• Submission of the EOI is <b>MANDATORILY offline/ physically</b> which includes <b>Pre-Qualification criteria, Technical Bid (Hard Copy), Financial Bid)</b></li> <li>• The Hard Copy of Earnest Money Deposit within stipulated time.</li> <li>• The EOI Inviting Authority will not be held responsible for any sort of delay or the difficulties faced during the submission of the Participant.</li> </ul>
<b>Deadline for Submission of EOI</b>	As per EOI timelines.
<b>Late EOI</b>	The EOI Inviting Authority shall not consider any EOI that arrives after the deadline for submission of Tender, in accordance with INSTRUCTION TO PARTICIPANT. Any EOI received by the EOI Inviting Authority after the deadline for submission of EOI shall be declared late, rejected, and returned unopened to the Participant.
<b>Withdrawal, substitution, and Modification of EOI</b>	A Participant may withdraw, substitute or modify his EOI after submission subject to the applicable provisions of the relevant rules.
<b>EOI Opening</b>	The EOI shall be opened by the EOI Inviting Authority in the presence of Participant' designated representatives, and at the address, date and time specified in the NIT

#### E. Evaluation & Comparison of Tender

<b>1. Confidentiality</b>	<ul style="list-style-type: none"> <li>• Information relating to the evaluation of EOI and recommendation of contract award shall not be disclosed to Participant or any other persons not officially concerned with such process until information on Contract award is communicated to all Participants.</li> <li>• Any attempt by a Participant to influence the EOI Inviting Authority in the evaluation of the EOI or award decisions may</li> </ul>
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	result in the rejection of its Tender.
<b>2. Clarification of EOI</b>	<ul style="list-style-type: none"> <li>To assist in the examination, evaluation, and comparison of the Tender, and qualification of the Participant, the EOI Inviting Authority may, at its discretion, ask any Participant for a clarification of its Tender. Any clarification submitted by a Participant that is not in response to a request by the EOI Inviting Authority shall not be considered. The EOI Inviting Authority's request for clarification and the response shall be in writing. No change in the prices or substance of the EOI shall be sought, offered, or permitted, except to confirm the correction of arithmetic errors discovered by the EOI Inviting Authority in the evaluation of the Tender, in accordance with INSTRUCTION TO PARTICIPANT.</li> <li>If a Participant <b>does not provide clarifications of its EOI within seven (07) days from the EOI Inviting Authority's request for clarification, its EOI shall be rejected.</b></li> </ul>
<b>3. Deviations, Reservations, and Omissions</b>	<p>During the evaluation of Tender, the following definitions apply:</p> <ul style="list-style-type: none"> <li>"Deviation" is a departure from the requirements specified in the EOI Document;</li> <li>"Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the EOI Document; and</li> <li>"Omission" is the failure to submit any part or all of the information or documentation required in the EOI Document.</li> <li>The EOI will be considered as non-responsive and rejected under any of the following conditions: <ul style="list-style-type: none"> <li>Participant is not eligible in accordance with the provisions of the EOI Document.</li> <li>EOI is not accompanied by the EMD equivalent to the amount and in the form as stipulated</li> <li>Any deviation, reservation, or omission in the Tender</li> <li>All EOI forms are not filled and signed by the Participant.</li> <li>Any wilful misstatements or incorrect information provided in the Tender.</li> </ul> </li> </ul>
<b>4. Determination of Responsiveness</b>	<ul style="list-style-type: none"> <li>If the Participant is not an "Eligible Participant" in accordance with the INSTRUCTION TO PARTICIPANT then its EOI will be considered as non-responsive and rejected.</li> <li>The EOI Inviting Authority's determination of a Tender's responsiveness is to be based on the contents of the EOI itself, as defined in INSTRUCTION TO PARTICIPANT.</li> <li>A substantially responsive EOI is one that meets the requirements of the EOI Document without material deviation, reservation, or omission. A material deviation, reservation, or omission is one that, <ul style="list-style-type: none"> <li>If accepted would: <ul style="list-style-type: none"> <li>Affect in any substantial way the scope, quality, or performance of the Contract Agreement; or</li> <li>Limit in any substantial way, inconsistent with the EOI Document, the EOI Inviting Authority's rights or the Participant's obligations under the proposed Contract</li> </ul> </li> </ul> </li> </ul>

	<p>Agreement; or</p> <ul style="list-style-type: none"> <li>• If rectified, would unfairly affect the competitive position of other Participant presenting substantially responsive Tender</li> <li>• The EOI Inviting Authority shall examine the technical aspects of the EOI Document, in accordance with INSTRUCTION TO PARTICIPANT, Technical Proposal, in particular, to confirm that all requirements of specifications have been met without any material deviation or reservation.</li> <li>• If a EOI is not substantially responsive to the requirements of the EOI Document, it shall be rejected by the EOI Inviting Authority and may not subsequently be made responsive by correction of the material deviation, reservation, or omission.</li> </ul>
<b>5. Non material Non conformities</b>	<ul style="list-style-type: none"> <li>• Provided that if a EOI is substantially responsive, the EOI Inviting Authority may waive any nonconformities in the EOI that do not constitute a material deviation, reservation, or omission.</li> <li>• Provided that if a EOI is substantially responsive, the EOI Inviting Authority may request that the Participant to submit the necessary information or documentation, within seven days, to rectify nonmaterial non-conformities in the EOI related to documentation requirements. Requesting information or documentation on such nonconformities shall not be related to any aspect of the Financial Proposal. Failure of the Participant to comply with the request may result in the rejection of its Tender.</li> </ul>
<b>6. Correction of Arithmetic Errors</b>	<ul style="list-style-type: none"> <li>• Provided that the if EOI is substantially responsive, the EOI Inviting Authority shall correct arithmetical errors on the following basis:</li> <li>• 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, unless in the opinion of the EOI Inviting Authority there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price shall be corrected;</li> <li>• If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and</li> <li>• If there is a discrepancy between words and figures, the lesser of the two shall prevail.</li> <li>• If the Participant does not accept the correction of errors, its EOI shall be disqualified.</li> </ul>
<b>7. Qualification &amp; Evaluation of EOI</b>	<ul style="list-style-type: none"> <li>• The EOI shall be evaluated as below:</li> <li>• The Participants Technical qualifications and Proposal will be examined to ensure that the qualification criteria are met.</li> <li>• Upon satisfying the qualification criteria, the Participant's Financial Proposal shall be opened and evaluated. The evaluation of the Participant's financial Proposal shall be carried out as per the methodology stated in Section III: Evaluation and Qualification Criteria.</li> <li>• Selection of Participant: The method of selection is QCBS – Quality cum Cost based Selection. The Contract will be awarded</li> </ul>



	<p>to the Participant with highest Total Score</p> <ul style="list-style-type: none"> <li>The EOI Inviting Authority may seek for additional clarifications as may be required for the evaluation of the proposal which shall be readily provided by the Participant.</li> </ul>
<b>8. EOI Inviting Authority's Right to Accept Any Tender, and to Reject Any or All Tender</b>	The EOI Inviting Authority reserves the right to accept or reject any tender, and to annul the Tendering and reject all EOI at any time prior to contract award, without thereby incurring any liability to Participant. In case of annulment, all EOI submitted and specifically, EOI securities shall be promptly returned to the Participant.

#### F. Award of EOI & Contract Agreement

<b>i. Selection Of Successful Participant</b>	<ul style="list-style-type: none"> <li>The EOI Inviting Authority shall invite the Successful Participant for execution of the Contract Agreement.</li> <li>The work will be allocated as per QCBS – Quality cum Cost based Selection. The Contract will be awarded to the Participant with highest Total Score</li> <li>In the event that the Successful Participant fails to sign the Contract Agreement or fails to furnish the Performance Security, the EOI Inviting Authority shall take the final decision.</li> </ul>
<b>ii. Notification of Award</b>	<ul style="list-style-type: none"> <li>The EOI Inviting Authority shall notify the Successful Participant, in writing, that its EOI has been accepted and issue a Letter of Award.</li> <li>Until a formal Contract Agreement is executed, the notification of award shall constitute a binding contract.</li> </ul>
<b>ii. Performance Security</b>	<ul style="list-style-type: none"> <li>Within time period stated in the NIT, <b>Successful Participant shall furnish the performance security before entering into the Contract Agreement, after receiving the Letter of Award, using for that purpose the Performance Security Form, or another form acceptable to the EOI Inviting Authority.</b></li> <li>The performance security <b>shall be provided in the form</b> as stated in the NIT. <b>The</b> amount of the performance security shall be as stated in the NIT and its period of validity as specified.</li> <li>Failure of the Successful Participant to submit the above mentioned Performance Security or sign the Contract Agreement shall constitute sufficient grounds for the annulment of the award and forfeiture of the EMD unless such delays are approved by the EOI Inviting Authority.</li> <li>The time period within which the successful Participant shall have to submit Performance Security and sign the Contract Agreement after issue of LOA or LOI by the Procuring Entity is 15 days. The amount of Performance Security shall be @ 3% of the bid amount.</li> </ul>
<b>v. Signing of Contract</b>	Within the number of days as specified in the NIT, of receipt of the performance security, the Successful Participant and the Project Implementing Agencies shall execute the Contract Agreement. In case the Successful Participant fails to sign the Contract Agreement within the number of days as specified in the TDS, its Letter of Award will be terminated and the EMD shall be forfeited.
<b>v. Completion Time</b>	<ul style="list-style-type: none"> <li>Refer Project Timelines Section V.</li> <li>Operation and Maintenance period of 5 years</li> </ul>
<b>vi. Implementation</b>	The entities, agencies and persons involved in the Project are as stated,

<b>Agreement</b>	which will be applicable during the carrying out of the Project to completion.
<b>ii. Stages in Tender</b>	<ul style="list-style-type: none"> <li>• The EOI for “EOI Notice for Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada.” involves the following three stages.             <ol style="list-style-type: none"> <li>1. EOI (Receipt of Proposals in hard copy).</li> <li>2. Letter of Award (LOA), and</li> <li>3. Contract Agreement.</li> </ol> </li> <li>• The services and work under this EOI shall be executed as follows:             <ol style="list-style-type: none"> <li>1. The EOI Inviting Authority shall release the Letter of Award to the Successful Participant;</li> <li>2. After the acceptance of the LoA, the Successful Participant shall furnish the Performance Security;</li> <li>3. The EOI Inviting Authority shall then enter into the Contract Agreement with the Successful Participant to implement the Project.</li> </ol> </li> </ul>
<b>ii. Cost of EOI Document</b>	Document fee of Rs. 5,000/-
<b>x. Opening of Bid</b>	The EOI shall be opened in presence of the Participant’s representatives.

## Section II. EOI Data Sheet (EDS)

<b>A. EOI details</b>	
Name of the Tendering Authority	District Project Livelihood College Society Dantewada
Name of the assignment	Appointment of Agency for Training, Employment and Development Program for IT/ITeS Business
EOI Document reference No and Start Date	EOI No: Res No./ 581 /DPLCS/EOI/2024-25 Dantewada Date - 16 / 01 /2025
EOI Type	Open EOI
EOI Fee	INR 5,000/- (Rupees Five Thousand Only) to be paid only
Offline EOI Submission Due Date	Date:17/02/2025 3.00 pm
Earnest Money Deposit (EMD)	INR 700000.00/- (Rupees seven lakh only to be paid physical in the form of Demand Draft/FDR/Bank Guarantee in the name of collector cum chairman DPLC Dantewadapayable at Dantewada of any nationalized / scheduled banks except Cooperative Banks. (As per PART C: EOI Forms)
EMD Submission Due Date & Time (Hard Copy)	Date: 17/02/2025, 3:00 pm
Performance Bank Guarantee	3% of the Bid value.
Addressee and Address for the EMD/ Bid Fee to be submitted	<b>DISTRICT PROJECT LIVELIHOOD OLLEGE SOCIETY DANTEWADA DISTT. DANTEWADA (C.G.) Dantewada-Geedam Road, Karli, Dantewada, 494441</b>
Duration of project	Refer Section V Project Timelines
Joint venture /Consortium is allowed	Yes (1 consortium partner along with Lead Participant)
Sub-contracting	Not allowed
Method of selection	QCBS
Technical Proposal	MANDATORILY OFFLINE which includes EMD, Cost of EOI Document, Pre-Qualification criteria, Technical Bid
Financial Proposal	MANDATORILY OFFLINE Financial Bid
Note: Participant should get a minimum of 20 marks in presentation & POC (and) Participant should get a minimum of 70 Marks in technical qualification to qualify for Financial Bid opening	
<b>B. Preparation of Tenders</b>	
Language of Tender	English
EOI Validity Period	180 Days from the last Date of Bid Submission

**C. Queries and EOI Presentation**

Last date for submission of queries for clarifications	Upto 08/02/2025, Pre Bid conference is on 10/02/2025, 11:00 am			
Query Submission	To be submitted via e-mail only in the following format,			
	Sl. no	EOI Document Reference	Content of the EOI requiring clarification	Clarification sought
Technical presentation	To be intimated later.			
Contact Person for clarification of Queries	Any queries related to this EOI can be forwarded to <b><a href="mailto:dplcdantewada@gmail.com">dplcdantewada@gmail.com</a></b>			
Contact Information	<b>DISTRICT PROJECT LIVELIHOOD OLLEGE SOCIETY</b> <b>DANTEWADA DISTT. DANTEWADA (C.G.)</b> <b>Dantewada-Geedam Road, Karli, Dantewada, 494441</b> <b><a href="mailto:dplcdantewada@gmail.com">Email:dplcdantewada@gmail.com</a> Contact No:- 7489922116</b>			

**D. Schedule of Tendering Process**

DPLC/District Administration Dantewada would endeavour to adhere to the following schedule from the date of issue of notification during the Tendering Process:

1.	Date of issue of EOI Document	16/01/2025,
2.	Last date for Pre Bid Queries	08/02/2025
3.	EOI Due Date	17/02/2025, 5.00 PM
4.	Opening of EOI	18/02/2025, 11:00 AM
5.	Opening of Financial Tenders	18/02/2025

Note:

- Financial EOI will be opened for technically qualified Participants only.
- DPLC/District Administration Dantewada reserves the right to make changes to the Schedule of Tendering Process.

**E. Evaluation of Tenders and Awarding of Contract**

Selection of Participant	All the Participants who score minimum of 20 marks in presentation & POC and a minimum of 70 Marks in technical qualification will be eligible for financial bid opening. The selection of Participant will be QCBS based.
Signing of Contract Agreement	Within 30 days from issue of LOA.

### Section III. Evaluation and Qualification Criteria

The evaluation of both technical and commercial proposals shall be done by a EOI Evaluation Committee. The EOI Evaluation Committee may choose to request for clarification from the Participant related to their products / services offering, approach, methodology or any other information as part of the technical evaluation.

The decision of the Evaluation Committee in the evaluation of the Technical and Commercial bids shall be final and binding on all the Participants. No correspondence will be entertained outside the process of negotiation/ discussion with the EOI Evaluation Committee. Any effort by a Participant to influence the EOI Evaluation Committee's processing of Bids or award decisions may result in the rejection of the Bid.

**The Participants should fulfil following minimum requirements to be eligible for evaluation process**

**Section III A. Minimum Eligibility and prequalification criteria:**

Sl. No.	Pre-qualification criteria	Supporting document
1.	The Participant should be registered under the Companies Act 1956/2013 and should be in operation in India for a period of at least 3 years as on publication of bid	<ul style="list-style-type: none"> <li>o Certificate of Incorporation</li> <li>o Documentary proof for operation in India</li> </ul>
2.	The Participant should be registered for GST & have valid PAN Should have active GST in state of C.G.	Copy of certificate need to be submitted.
3.	The average annual Turnover (TO) in last 3 financial years (2021-22, 2022-23, 2023-24) from BPO Operations Should not be less than 5 crores INR.	Certificate from the Statutory auditor / CA clearly (as per format mentioned in Part C – Format 12) specifying the annual turnover for the specified years
4.	The Participant must have positive net worth as per last audited financial year.	Audited and Certified Balance Sheet and Profit/Loss Account. OR CA certificate mentioning net worth of the Participant should be enclosed.
5.	The sole Participant should have Minimum work experience in BPO(voice/Non Voice) for 3 years	Work Order from any Central/State Government in India
6.	Power of Attorney	As per format provided in Part C Form 3

Sl. No.	Pre-qualification criteria	Supporting document
7.	Pre-Contract Integrity Pact	As per format provided in Part C Form 5
8.	Participant shall submit a self-declaration for being not under legal action for corrupt or fraudulent practices or not being blacklisted /banned / disqualified / declared ineligible / declared having dissatisfactory performance by any Ministry/ Department of GOI/ State/UT Government/ PSU/Government Organizations on date of bid submission.	Self-Attested Declaration on company letter head As per format provided in Part C Form 6  (In case of Consortium to be provided by each member)
9.	No Deviation Certificate	As per format provided in Part C Form 7
10.	Affidavit for Cashless Payment	As per format provided in Part C Form 8
11.	Total Responsibility Certificate	As per format provided in Part C Form 9
12.	Valid ESIC registration Certificate	Self-Attested Copy of ESIC. In case of non-availability of ESIC, Participant shall provide a declaration certificate on 100Rs. Non Judicial Stamp paper as per format provided in Part C Form 10
13.	Manufacturer Authorization Form	As per format provided in Part C Form 13

### **Section III B. Technical Qualification Criteria and Marking**

Sl.No	Technical criteria	Maximum Marks	Supporting documents
1	The Sole Participant or Lead Participant should have average annual Turnover (TO) in any of the 3 out of last 4 financial years (FY, 2021-22, 2022-23 ,2023-24 from IT/ICT/BPO Infrastructure. <ul style="list-style-type: none"> <li>• =&gt;5 Crores and &lt;10 crores - 15 Marks</li> <li>• More than 10 crores- 20 Marks</li> </ul>	20	Certificate from the Statutory auditor / CA clearly specifying the annual turnover for the specified years

2	The sole Participant should have provided jobs in past 24 Months as on date. Certificate from a competent authority <ul style="list-style-type: none"> <li>• =&gt;500 and &lt;750 - 15 Marks</li> <li>• More than 750 - 30 Marks</li> </ul>	30	Project Citation (Form 15)+ Work Order + Client Completion certificate
3	Understanding of Scope of Work and Detailed Approach & Methodology	20	<ul style="list-style-type: none"> <li>• Understanding of the project</li> <li>• Strategy to ensure implementation of project within stipulated timelines &amp; Identification of major risks and their mitigation plan</li> <li>• Approach towards job creation and running of BPO</li> <li>• Key learnings from similar projects and how do you propose to incorporate them in execution of this assignment</li> <li>• Detailed approach and methodology for project execution</li> </ul>
4	Presentation	30	<ul style="list-style-type: none"> <li>• Participant to make a presentation on their Technical proposal highlighting Understanding of the scope.</li> <li>• Approach and methodology for implementation and operations.</li> <li>• Approach towards Job creation Core team.</li> <li>• Case studies to demonstrate the successful implementation.</li> </ul> <p>*Presentation (Date and time will be intimated to technically qualified Participant at a later date)</p>
	<b>Total Marks</b>	<b>100</b>	

**Note:**

1. In case of Government project, end user certification from Govt/Semi Govt/Central/Private Enterprise to be obtained regarding Work Experience for Department/Company Authorised Signatory.
2. Participants need to submit the Affidavit on non-judicial stamp paper stating genuineness for all the documents submitted as per format.

**Financial Evaluation**

- a. All the Participants who score minimum of 20 marks in presentation & POC and a minimum of 70 Marks in technical qualification will be notified to participate in Financial Bid opening process.

- b. The commercial bids for the technically qualified Participants shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- c. Commercial bids that are not as per the format provided in Section IV shall be liable for rejection
- d. All the technically qualified Participants will be notified to participate in Commercial Bid opening process.
- e. The commercial bids for the technically qualified Participants shall then be opened on the notified date and time and reviewed to determine whether the commercial bids are substantially responsive. Bids that are not substantially responsive are liable to be disqualified at Authority's discretion.
- f. The bid price shall include all taxes and levies and shall be in Indian Rupees and mentioned separately.
- g. Total Price shall be calculated based on the format provided in Section IV Each of the Commercial bids shall be evaluated on a score of 100 points. The Commercial Score of the Participant shall be calculated with respect the lowest Total Price by any Participant. The methodology of Commercial Score shall be as follows.
- h. Commercial Score of the Participant under consideration = (Lowest Total Price from all Commercial Bids / Total Price quoted in Commercial bid by the Participant under consideration) X 100

#### **Total Bid Calculation**

- a. The Total Score shall be based on Quality and Cost based Evaluation (QCBS). Technical Score shall have 40 % weightage and Commercial Score shall have 60% weightage.
- b. The Total Score of the Participant =  $0.4 * (\text{Technical Score}) + 0.6 * (\text{Commercial Score})$
- c. The Participant achieving the highest Total Score shall be invited for negotiations for awarding the contract. In case of a tie where two or more Participants achieve the same highest Total Score, the Participant with the higher Technical Score will be invited first for negotiations for awarding the contract.



## Section IV: Financial Proposal

The Financial Proposal must be quoted by the Participant after taking into consideration all the terms and conditions stated in the EOI Document, draft Contract Agreement, after, all the conditions that may affect the project cost and implementation of the project. **The Participant has to submit the financial proposal as per PART C. EOI FORMS – Form 13 : Format of Financial Proposal**

## Section V: Project Timelines and Payment Terms

S No	Milestone	Payment term	Acceptance Criteria	Timeline
1	Supply of Hardware/Software	80% of Capex	Submission and Acceptance of Delivered items at site.	T0+2 month
2	Go Live	20% of Capex	UAT & Go-Live Report	T0+4 Months
T0: Date of Contract/Agreement Signing				

Project duration for running BPO is of 3 years.

## Section VI: Other TERMS AND CONDITIONS

### GENERAL PROVISIONS

#### 1. Project site access

BhiDistrict Adimintation Dantewada shall provide access to the premises for Successful Participant and its sub-contractors during regular business hours, or such other hours as may be requested by Successful Participant and acceptable to District Administration Dantewada, to install, maintain or operate the assets.

#### 2. Changed or Unusual Conditions

If an unexpected condition at the work site is encountered, the EOI Inviting Authority may, in its discretion, issue a Modification and modify the scope of existing contract with the Successful Participant, including such equitable adjustment as may be agreed upon between the parties.

#### 3. Extension of Time

In case the work is delayed by:

- a. Force Majeure, or
- b. Abnormally bad weather
- c. Serious loss or damage by fire, or
- d. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- e. Any other cause, which, in the absolute discretion of the EOI Inviting Authority is beyond the Successful Participant's control

Then upon the happening of any such above mentioned event causing delay, the Successful Participant shall immediately give notice in writing to the contracting officer and may request for the extension of time on that account. The Successful Participant may also, if predictable, indicate the period for which extension is desired. The EOI Inviting Authority may give a fair and reasonable extension of Completion Date of the work, and the decision of the EOI Inviting Authority in this regard shall be final and binding upon the Successful Participant.

#### 4. Compliance with Labour Regulations

The Successful Participant shall abide by all existing and future labour enactments and rules made thereunder, regulations, notifications and bye-laws of the State or Central Government or local authority and any other labour law.

## Section VII: Conditions Governing the Letter of Award

1. Definitions	Refer Section I: General Conditions of Contract
2. Successful Participant's Representative	The Successful Participant designates a <i>Project Manager</i> as Successful Participant's representative who will be responsible for the coordination of activities under Letter of Award, reporting to the Successful Participant and its appointed agencies, for receiving and issuing notices and responsible for delivery of the services.
3. Performance Standards	The Successful Participant shall promptly replace any employees assigned under the Letter of Award that the EOI Inviting Authority considers unsatisfactory.
4. Confidentiality	The Successful Participant shall not, during the term of the Letter of Award, disclose any proprietary or confidential information relating to the Letter of Award or the EOI Inviting Authority's business or operations without the prior written consent of the EOI Inviting Authority.
5. Ownership of Material	Shall be solely of the EOI Inviting Authority.
6. Successful Participant Not to be Engaged in Certain Activities	The Successful Participant agrees that, during the term of the Letter of Award and after its termination that its personnel shall not undertake any activity that would conflict with the activities assigned to them.
7. Assignment	The Successful Participant shall not assign the Letter of Award or sub-contract any portion of it without the EOI Inviting Authority's prior written consent.
8. Law Governing Contract and Language	The Letter of Award shall be governed by the laws of India and the laws framed by the Government of Chhattisgarh, from time to time. The language of the Letter of Award shall be English.
9. Termination of the Contract	Client may, without prejudice, to any other remedy for breach of contract, or on default by the Participant, terminate the contract in whole or in part if:- <ul style="list-style-type: none"> <li>a) Awarded Participant fail to deliver any or all of the obligations within the time period(s) specified in the work order/contract, or any extension thereof granted by the client.</li> <li>b) Fails to perform any other obligation(s) under the work order/contract.</li> <li>c) Fails to submit all the materials including software and documentation work towards assigned job to the client.</li> <li>d) False information provided by empanelled System Integrators during empanelment.</li> <li>e) Client may terminate on violation of Code of Conduct.</li> </ul>
10. Successful Participant's Actions Requiring Prior Approval	The Successful Participant shall obtain the prior written consent from the EOI Inviting Authority for any actions of the Successful Participant which will result in public risk and inconvenience, interruption to the functions and services provided by the EOI Inviting Authority.

11. Taxes and Duties	The prices and costs considered by the Successful Participant shall include all taxes, duties, and levies as per the applicable law governing the Letter Of Award or the Contract.
12. Dispute Resolution	Any dispute arising out of and during the course of the Contract shall first be amicably settled by mutual consultation. In the event of the failure to reach a mutual settlement, the dispute shall be referred to the Dantewada jurisdiction.
13. Independent Contractor	A Participant shall be an independent Contractor performing the work. The Letter of Award or Contract does not create any agency, partnership, joint venture or other joint relationship between the EOI Inviting Authority and Successful Participant.
14. Sample Letter of Award	The Participant agrees to the Sample Letter of Award as provided in (Sample Contract and Forms) the EOI Document, which shall be the integral part of this Tender.
15. Code of Integrity	Any person participating in the EOI process shall,- <ul style="list-style-type: none"> <li>i. Not offer any bribe, reward or gift or any material benefit either directly or indirectly in exchange for an unfair advantage in procurement process or to otherwise influence the procurement process;</li> <li>ii. Not misrepresent or omit that misleads or attempts to mislead so as to obtain a financial or other benefit or avoid an obligation;</li> <li>iii. Not indulge in any collusion, Bid rigging or anti-competitive behaviour to impair the transparency, fairness and progress of the procurement process;</li> <li>iv. Not misuse any information shared between the procuring Entity and the Participants with an intent to gain unfair advantage in the procurement process;</li> <li>v. not indulge in any coercion including impairing or harming or threatening to do the same, directly or indirectly, to any party or to its property to influence the procurement process;</li> <li>vi. Not obstruct any investigation or audit of a procurement process;</li> <li>vii. Disclose conflict of interest, if any; and</li> <li>viii. Disclose any previous transgressions with any Entity in India or any other country during the last three years or any debarment by any other procuring Entity.</li> </ul>

## PART B: EOI FORMS

### Form 1: Bid Covering Letter

Date: /---/-----

EOI No: -----

**Title: Appointment of Agency for Training, Employment and Development Program for IT/ITeS Business.**

To: \_\_\_\_\_

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the EOI Document, including Addenda issued in accordance with Instructions to Participant (INSTRUCTION TO PARTICIPANT);
- (b) Our Tender, which consists of the EOI forms as per the list of attachments enclosed with this Letter of Tender, is based on the Instruction to Participant and other parts of the EOI Document.
- (c) We agree to provide the performance security in the event of signing the Contract Agreement;
- (d) We, for any part of the contract, do not have any conflict of interest in accordance with INSTRUCTION TO PARTICIPANT
- (e) We are not participating, as a Participant in more than one EOI in this Tendering in accordance with INSTRUCTION TO PARTICIPANT
- (f) We, including any of our subcontractors or suppliers for any part of the contract, have not been declared ineligible by the Government of Chhattisgarh or the EOI Inviting Authority;
- (g) We understand that this Tender, together with your written acceptance thereof included in the Letter of Award, shall constitute a binding contract between us, until a formal contract is prepared and executed. We also understand that any addenda or minutes of the negotiation meetings issue by you shall be integral part of our EOI and the Contract Agreement;
- (h) We understand that you are not bound to accept the best evaluated EOI or any other EOI that you may receive;
- (i) We agree that the EOI Inviting Authority can reject any or all the EOI and drop out the Tendering, or reject all the EOI and invite fresh EOI without any liability of whatsoever nature from us;
- (j) We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in bribery; and

Name \_            In the capacity of \_\_\_\_\_

Signed \_\_\_\_\_

Duly authorized to sign the EOI for and on behalf of \_\_\_\_\_

Dated on \_\_ day of \_\_\_\_\_, \_\_\_\_\_

## Form 2: Participant's Profile

Particulars of Participant:

1	Name of organization	
2	State/country of incorporation	
3	Registered address	
4	Year of incorporation	
5	Year of commencement of business	
6	Principal place of business	
7	Brief description of the organization	
8	Including details of its main lines of business	

Authorized signatory of the EOI

1	Name	
2	Designation	
3	Company	
4	Address	
5	Phone No. (office) (mobile)	
6	Fax No.	
7	E-mail address	

Signature of Authorized Signatory  
(Seal of Firm)

### Form 3: Format for Power of Attorney for Signing of Tender

(On Non – judicial stamp paper of Rs. 100/-duly attested by a Notary Public)

#### POWER OF ATTORNEY

Know all men by these presents, we (name and address of the registered office of the Participant) do hereby constitute, appoint and authorize Mr. / Ms. -----  
----- R/o (name and address of residence) who is presently employed with us and holding the position of ----- 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 the EOI of (please state the name and address of the Participant) for the “Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada” (the “Project”), including signing and submission of all documents and providing information / responses to District Administration Dantewada representing us in all matters in connection with our EOI 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

.....(Signature)

(Name, Title and Address of the Attorney)

Notes:

- The mode of execution of 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 executant(s).

## **Form 4: Pre-Contract Integrity Pact**

*<< Fill the attached document and submit on Rs 100 Non Judicial stamp/e-stamp paper with seal and authorized signatory sign>>*

### **1. GENERAL**

1.1 This pre-bid contract Agreement (herein after called the Integrity Pact is made on ..... day of the month .....20....., between, the DPLC/District Administration Dantewada acting through Collector( Designation of the officer, District Administration Dantewada( herein after called the “BUYER” which expression shall mean and include, unless the context otherwise requires, his successors in the office and assigns) of the First Party, proposes to procure (.....) and M/s ..... represented by Shri/ Ms ..... (hereinafter called the “PARTICIPANT/Seller” which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the second Party, is willing to offer/has offered.

1.2 WHEREAS the PARTICIPANT is a Private Company/Public Company/ Government Undertaking/ Partnership/Registered Export Agency, constituted in accordance with the relevant law in the matter and the BUYER is performing its function as Private Company.

### **2. OBJECTIVES**

NOW, THEREFORE, the BUYER and the PARTICIPANT 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 BUYER to obtain the desired Stores/Equipment/Work/Service at a competitive price in conformity with the defined specification by avoiding the high cost and the distort nary of corruption on public procurement, and

2.2 Enabling PARTICIPANTs 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 BUYER will commit to prevent corruption, in any form, by its official by following transparent procedures.

### **3. COMMITMENTS OF THE BUYER**

3.1 The BUYER commits itself to the following:- The BUYER undertakes that no official of the BUYER, 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 PARTICIPANT, 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 BUYER will, during the pre-contract stage, treat PARTICIPANTs alike, and will provide to all PARTICIPANTs the same information and will not provide any such information to any particular PARTICIPANT which could afford an advantage to that particular PARTICIPANT in comparison to the other PARTICIPANTs.

3.3 All the officials of the BUYER 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 officials(s) is reported by the PARTICIPANT to the BUYER with the full and verifiable facts and the same *Prima facie* found to be correct by the BUYER, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the BUYER 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 BUYER the proceedings under the contract would not be stalled.

#### **4. COMMITMENTS OF PARTICIPANTS**

The PARTICIPANT 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 PARTICIPANT 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 BUYER, 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 PARTICIPANT 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 BUYER or otherwise in procuring the contract of forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing of forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

4.3 The PARTICIPANT further confirms and declares to the BUYER that the PARTICIPANT in the original Manufacture/Integrator/Authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the BUYER or any of its functionaries, whether officially or unofficially to the award of the contract to the PARTICIPANT, 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 PARTICIPANT, 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 BUYER 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 PARTICIPANT 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 PARTICIPANT will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- 4.7 The PARTICIPANT shall not use improperly, for purpose of competition or personal gain, or pass on to others, any information provided by the BUYER as part of the business relationship, regarding plans, technical proposal and business details, including information contained in any electronic data carrier. The PARTICIPANT also undertakes to exercise due and adequate care lest any such information is divulged.
- 4.8 The PARTICIPANT commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.
- 4.9 The PARTICIPANT shall not instigate or cause to instigate any third person to commit any of the acts mentioned above.

## **5. PREVIOUS TRANSGRESSION**

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

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

- 6.1 Every PARTICIPANT while submitting commercial bid, shall deposit an amount as specified in EOI as Earnest Money/Security Deposit, with the BUYER through any of the following instruments:
  - (i) To be paid in the form of Demand Draft/FDR/Bank Guarantee (in Favor of, Collector cum chairman DPLC Dantewada of any nationalized / scheduled banks except Cooperative Banks.
  - (ii) A confirmed guarantee by an Indian nationalised/schedule bank promising payment of the guaranteed sum to the ..... (BUYER) ..... on demand as per EOI without any demur whatsoever and

without seeking any reasons whatsoever. The demand for payment by the BUYER shall be treated as conclusive proof of payment.

(iii) Any other mode or through any other instrument (to be specified in the EOI)

6.2 The Earnest Money/Security Deposit shall be valid upto a period as per EOI.

6.3 In the case of successful PARTICIPANT a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for violation shall be applicable for forfeiture of Performance Bond in case of a decision by the BUYER to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.4 No interest shall be payable by the BUYER to the PARTICIPANT 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 PARTICIPANT or any one employed by it or acting on its behalf (whether with or without the knowledge of the PARTICIPANT) shall entitle the BUYER to take all or any one of the following actions, wherever required:-

- (i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the PARTICIPANT. However, the proceedings with the other PARTICIPANT(s) would continue.
- (ii) To forfeit fully or partially the Earnest Money Deposit (in pre- contract stage) and/or Performance bank Guarantee (after the contract is signed), as decided by the BUYER and the BUYER shall not be required to assign any reason therefore.
- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the PARTICIPANT.
- (iv) To recover all sums already paid by the BUYER, and in case of the Indian PARTICIPANT with interest thereon at 2% higher than the prevailing Prime Lending Rate. If any outstanding payment is due to the PARTICIPANT from the BUYER in connection with any other contract such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the Performance bank, if furnished by the PARTICIPANT, in order to recover the payments, already made by the BUYER, along with interest.
- (vi) To cancel all or any other contracts with the PARTICIPANT and the PARTICIPANT shall be liable to pay compensation for any loss or damage to the BUYER resulting from such cancellation/rescission and the BUYER shall be entitled to the amount so payable from the money(s) due to the PARTICIPANT.
- (vii) To debar the PARTICIPANT 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 BUYER.
- (viii) To recover all sums paid in violation of this Pact by PARTICIPANT(s) to any middlemen or agent or broken with a view to securing the contract.

- (ix) In case where irrevocable Letters of Credit have been received in respect of any contract signed by the BUYER with the PARTICIPANT, the same shall not be opened.
- (x) If the PARTICIPANT or any employee of the PARTICIPANT or any person acting on behalf of the PARTICIPANT, either directly or indirectly, is closely related to any of the officers of the BUYER, or alternatively, if any close relative of an officer of the BUYER has financial interest/stake in the PARTICIPANT's firm, the same shall be disclose by the PARTICIPANT at the time of filling of tender. Any failure to disclose the interest involved shall entitle the BUYER to rescind the contract without payment of any compensation to the PARTICIPANT.  
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 of husband and wholly dependent upon Government servant.
- (xi) The PARTICIPANT 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 BUYER, and if he does so, the BUYER shall be entitled forthwith to rescind the contract and all other contracts with the PARTICIPANT. The PARTICIPANT shall be liable to pay compensation for any loss or damage to the BUYER resulting from such rescission and the BUYER shall be entitled to deduct the amount so payable from the money(s) due to the PARTICIPANT.
- (xii) 7.2The decision of the BUYER to the effect that a branch of the provisions of this pact has been committed by the PARTICIPANT shall be final and conclusive on the PARTICIPANT. However, the PARTICIPANT can approach the Monitor(s) appointed for the purposes of this pact.

## **8. FALL CLAUSE**

The PARTICIPANT undertakes that if 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 system was supplied by the PARTICIPANT 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 PARTICIPANT to the BUYER, if the contract has already been concluded.

## **9. INDEPENDENT MONITORS**

- i. The BUYER will appoint Independent Monitors (hereinafter referred to as Monitors) for this Pact.
- ii. 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.
- iii. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently. 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 PARTICIPANT/Subcontractor(s) with confidentiality.
- iv. 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 BUYER.
- v. The Monitor will submit a written report to the designated Authority of BUYER/Commissioner in the Department/within 8 to 10 weeks from the date of reference or intimation to him by the BUYER/PARTICIPANT and, should the occasion arise, submit proposals for correcting problematic situations.

## **10. FACILITATION OF INVESTIGATION**

In case of any allegation of violation of any provision of this Pact or payment of commission, the BUYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the PARTICIPANT and the PARTICIPANT 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**

The Pact is subject to Indian Law, the place of performance and jurisdiction shall be the seat of the BUYER.

## **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 3 years or the complete execution of the contract to the satisfaction of both the BUYER and the PARTICIPANT/Seller whichever is later. In case PARTICIPANT 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.

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

BUYER

PARTICIPANT

Name of the Officer

Designation

Organisation

Witness

Witness

1)

1)

2)

2)

## Form 5: Format for Declaration of Non – Blacklisting

Date: dd/mm/yyyy

To

Collector cum Chairman,  
DPLC,Dantewada  
District - Dantewada  
Chhattisgarh –

Sir/Madam,

In response to the EOI Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for Expression Of Intrest (EOI) for Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada, as an owner/ partner/ Director of \_\_\_\_\_, I/ We hereby declare that presently our Company/ firm \_\_\_\_\_ is having unblemished record and is not declared ineligible for corrupt and fraudulent practices either indefinitely or for a particular period of time by any State/ Central Government/ PSU.

We further declare that presently our Company/ firm \_\_\_\_\_ is not blacklisted and not declared ineligible for reasons other than corrupt and fraudulent practices by any State/ Central Government/ PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, my/ our security may be forfeited in full and the EOI if any to the extent accepted may be cancelled.

(Signature of the Lead Participant)

Printed Name

Designation

Seal

Date:

Place:

Business Address:

## Form 6: No Deviation Certificate

*(To be provided on the Company letter head)*

Date: dd/mm/yyyy

To

Collector cum Chairman,  
DPLC, Dantewada  
District - Dantewada  
Chhattisgarh –

Subject: Self Declaration of No Deviation in response to the Expression Of Interest (EOI) for Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada

Ref: EOI No. <<.....>> dated << .....>>

Sir/Madam,

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

**Form 7: Affidavit for Cashless Payment**

(On Rs 100 Non-judicial stamp paper, duly notarized)

Myself Mr./Ms \_\_\_\_\_ the Authorized signatory of M/s \_\_\_\_\_  
who have won the bid for the work Name :-----  
-----  
-----

-----hereby declare that we shall make Cashless payments to our Employees & we  
will not hold DPLC/District Administration Dantewada responsible for any non-payment to  
our employees.

Further we indemnify DPLC/District Administration Dantewada in all aspects against any  
issue arising out of payment to our employees.

**Note: This affidavit is required as per Point-6 of the Minutes of meeting (held on  
29/11/16) issued by Ministry of Housing and Environment, Government of  
Chhattisgarh**

Authorized Signatory

Sign & Seal



## Form 8: Total Responsibility

*(To be provided on the Company letter head)*

Date: dd/mm/yyyy

To

Collector cum Chairman,  
DPLC, Dantewada  
District - Dantewada  
Chhattisgarh –

Ref: EOI No. <<.....>> dated << .....>>

Dear Sir,

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

(Authorized Signatory)

Signature:

Name:

Designation:

Address:

Seal:

Date:

## Form 9: Format for Undertaking for Compliance of ESIC Provisions

### EITHER [Where the entity complied all ESIC provisions]

I/We Mr./Miss .....of <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is .....

I/We hereby certify that the (name of the Participant) has fully and correctly complied with all the provisions of The Employee's State Insurance Act 1948 till the date of submission of this bid. We also undertake to continue compliance all such provisions of law in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the Participant) will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the Participant) will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish proof of such compliances as and when required by the authority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year

[Signature]

[Company stamp]

[Name] in the capacity of \_\_\_\_\_, duly authorized to sign bids for and on behalf of \_\_\_\_\_.

**\*Undertaking in this case [i.e. Where ESIC provisions has been complied with] shall be given on plain paper**

**OR [Where ESIC provisions are not applicable to the entity]\***

I/We Mr./Miss .....of <Entity name><Address> hereby certify that I/We am/are the Authorised representative of the entity and acting as <Designation>. Registration number of the entity is .....

I/We hereby certify that the ESIC provisions are not applicable for the (name of the Participant). I/We undertake to comply fully and correctly all the provisions of The Employee's State Insurance Act 1948 when these become applicable in future.

I/we hereby certify that the above facts are true to the best of my/our knowledge and belief and I/We understand that (name of the Participant will be liable for legal prosecution in the event that the above facts are found to be false.

I/We agree that in case of noncompliance/violation under the respective laws covered under the certification, (name of the Participant will be responsible for any consequences arising as per the provisions of law. The decision of the authority will be final.

I agree to furnish reason of such non-compliances, in writing, as and when required by the authority.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year

[Signature]

[Company stamp]

[Name] in the capacity of \_\_\_\_\_, duly authorized to sign bids for and on behalf of \_\_\_\_\_.

**\*\*Undertaking in this case [i.e. where ESIC provisions are not applicable to the entity] must be given on a RS.100 Non-Judicial Stamp Paper**

## Form 10: Performance Bank Guarantee

(On Appropriate Stamp Paper)

1. In consideration of the Collector , District Administration Dantewada Corporation(hereinafter called "The Collector Dantewada.") having offered to accept the terms and conditions of the proposed agreement between \_\_\_\_\_ and \_\_\_\_\_ (hereinafter called "the said contractor(s)" for the work of \_\_\_\_\_ (hereinafter called "The said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We \_\_\_\_\_ (indicate the name of the bank) hereinafter referred to as "the Bank) hereby undertake to pay to the Collector Dantewada. An amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) on demand by the Collector Dantewada.

2. We \_\_\_\_\_ (indicate the name of the bank) do hereby undertake to pay the amounts due and payable under this Guarantee without any demure, merely on a demand from the Collector Dantewada stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only).
3. We \_\_\_\_\_ (indicate the name of the bank) the said bank further undertake to pay to the Collector Dantewada. any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We \_\_\_\_\_ (indicate the name of the bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Collector Dantewada under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Collector Dantewada certified that the terms and condition of the said agreement have been fully and properly carried out by the said contractor (s) and accordingly discharges this guarantee.
5. We \_\_\_\_\_ (indicate the name of the bank) further agree with the Collector Dantewada that the Collector Dantewada shall have the fullest liberty without our consent and without effecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement to extend time of performance by the said contractor(s) from time to time or to postpone for any time or

from time to time any of the powers exercisable by the Collector Dantewada against the said contractor(s) and to for bear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said contractor(s) or for any forbearance, act of omission on the part of the Collector Dantewada or any indulgence by the Collector Dantewada to the said contractor(s) or by any such matter of thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).
7. We \_\_\_\_\_ (indicate the name of the bank) lastly undertake not to revoke this guarantee except with the previous consent of the Collector Dantewada in writing.
8. This guarantee shall be valid up to \_\_\_\_\_ unless extended on demand by Collector Dantewada. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated \_\_\_\_\_ the day of \_\_\_\_\_ for \_\_\_\_\_.

(Indicate the name of Bank)

### Form 11: Format for Financial Capability

The following format shall be used for statement of financial capability of Participants:

<b>Financial Year</b>	<b>Turnover</b>
2021-22	
2022-23	
2023-24	
Average Turn Over	

Signed:

Authorized Signatory

- A certificate from the statutory Auditor/certified public accountant should be provided as supporting document certifying the Financial Capability as above.

## Form 12: Manufacturer's Authorization Form (MAF)

<<To be printed on letter head of OEM and signed by Authorized signatory of OEM>>

Date: dd/mm/yyyy

To

Collector cum Chairman,  
DPLC,Dantewada  
District - Dantewada  
Chhattisgarh –

Sub: Expression Of Intrest (EOI) for Appointment of Agency for to start Training, employment and Development Program for business scope in Dantewada district with sustainable job creation at Dantewada

Ref : EOI No: <No> Dated <DD/MM/YYYY>

Dear Sir/ Madam,

We \_\_\_\_\_, (name and address of the manufacturer) who are established and reputed manufacturers of \_\_\_\_\_ having factories at \_\_\_\_\_ (addresses of manufacturing / development locations) do hereby authorize M/s \_\_\_\_\_ (name and address of the Participant) to bid, negotiate and conclude the contract with you against the above mentioned EOI for the above equipment / software manufactured / developed by us.

We herewith certify that the above mentioned equipment / software products are not end of the life and We hereby undertake to support these equipment/software for duration of minimum 3 years from the date of Power-up (for hardware), Installation, configuration and Application deployment.

Yours faithfully,

(Signature of the Authorized Signatory  
from OEM)

Name

Designation

Seal.

Date:

Place:

Business Address:

**Form 13: Format for Financial Proposal**

The list of items indicated hereunder is indicative. The Participant shall consider the components and quantity to fulfil the EOI and project requirements in totality.

Sl No	Line Item	Unit of Measurement	Quantity Proposed	Unit Base Price (In Indian Rupees)	GST (In Indian Rupees) (Per Unit)	Total Price including GST (In Indian Rupees)
			<b>A</b>	<b>B</b>	<b>C</b>	<b>D=A*(B+C)</b>
1	Desktops Systems	No.	350			
2	Headphones	No.	350			
3	Firewall	No	2			
5	Antivirus	No.	350			
6	Managed L3 Switch	No.	15			
7	Managed L2 Switch	No.	0			
8	Servers for (Domain Controller, Antivirus & WSUS, Dialler Service, Call Storage, File Server, ERP, etc with relevant licenses all included)	No	6			
9	Dialler server license	No	300			
10	NAS	No	1			
11	42U Racks	No	4			
12	Hygrometer	No	2			
13	Biometric Device	No	5			
14	EM Lock	No.	5			
15	Door Exit Pass Switch	No.	3			
16	POE Switch	No	1			
17	UCM- Intercom	Lot	1			
18	IP phones for UCM	No.	8			
19	KVM Switch	Lot	1			
20	Network Monitoring tool	Lot	1			
21	LED for Monitoring	No	2			
22	WIFI Devices	No	8			
23	Webcam	No.	5			
24	Windows server license (Latest)	Lumsum	5			
25	Video Conferencing	Lot	1			
26	TV	No	2			
27	20 KVA UPS for floor	No.	4			
28	10 KVA UPS for DC	No	3			
	<b>Grand Total</b>					

Note:



1. Participant must ensure that all the line items are covered as specified in BOM and all required fields in the Commercial bid format are duly filled and calculated appropriately. Participant can add additional hardware or Software if their solution required it. All amounts to be quoted in Indian Rupees.
2. All supplied hardware shall have warranty and support for complete contract period.
3. The supplied hardware and software shall be property of District Administration Dantewada after completion of contract period. Hence, all the supplied items shall be handed over in good working condition.
4. All the supplied items shall be new in condition.
5. All networking items shall be from same OEM.
6. The quantity specified are minimum requirement. However, if Participant feels additional quantities of items then the Participant has to factor the same and quote accordingly.
7. If any additional hardware and software is required then Participant has to factor out the cost and quote accordingly.
8. The Participant is free to supply items as per solution requirement whose specifications are not specified in the EOI Document.
9. DPLC or District administration reserves the rights about the quantity. According to need it can be increased or decreased.
10. For cost minimization refurbish items details are invited AND ALLOWED FOR FINANCIAL BID.

**Form 14: Participant's Information**

<b>Sl.</b>	<b>Particulars</b>	<b>Description/Details</b>
1.	Name of Participant	
2.	Legal status of Participant (company, Pvt. Ltd., LLP etc.)	
3.	Main business of the Participant	
4.	Registered office address	
5.	Incorporation/Registration date and number	
6.	GST number	
7.	PAN details	
8.	Role in Bid	Lead Participant
9.	Primary Contact Person (Name, Designation, address, mobile number, fax, email)	
10.	Secondary Contact Person (Name, Designation, address, mobile number, fax, email)	
11.	EMD details	

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

### Form 15: Participant's Experience (Client Citations)

Prime Participant or Consortium member is requested to furnish the credentials in the following format for both Pre-qualification and Technical criterion. All credentials should be followed by relevant documentary proof.

Name of the Project & Location	
Client's Name and Complete Address	
Narrative description of project	
Contract Value for the Participant (in Indian Rupees)	
Date of Start	
Date of Completion	
Activities undertaken	

(Signature of the Authorized Signatory)

Name

Designation

Seal.

Date:

Place:

Business Address:

### Format 16: Affidavit for Undertaking

(On relevant amount of Non-judicial stamp paper, duly notarized)

I.....S/o.....Aged.....  
.....years.....Address.....  
.....)

(For and on behalf .....), do here by and  
herewith solemnly affirm / state on oath that: -

- 1. All documents and Information's furnished are correct in all respects to the best of my knowledge and belief**
- 2. I have not suppressed or omitted any required/relevant information.**
- 3. I hereby authorize District Administration Dantewada), Dantewada Officials to get all the documents submitted verified from appropriate source(s).**

(.....)

Authorized signatory / for and on behalf of

.....

(Affix seal)

#### Verification

I.....S/o..... do here by  
affirm that the contents stated in Para 1 to 3 above are true to the best of my knowledge and  
believe and are based on my record.

Verified that this.....Date of .....year ;at  
(Place).....

Seal of attestation by a public Notary with date

(.....)

Authorized signatory / for and on behalf of

(Affix seal)

## PART C: DRAFT CONTRACT AGREEMENT AND FORM

This Contract Agreement (the “**Agreement**” or the “**Contract**”) is made and entered into between < **Company Name**> (“Successful Participant”), having its principal offices at <**Address**>, <**Company Name**>and < DPLC/District Administration Dantewada > (“DPLC/District Administration Dantewada”) having its principal offices at <**Address**>

WITNESSETH

WHEREAS, DPLC/District Administration Dantewada desires to undertake the project involving the “Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at District Administration Dantewada

WHEREAS, Successful Participant is engaged in the business of [\_\_\_\_\_];

WHEREAS, the DPLC/District Administration Dantewada Corporation that select the Successful Participant, negotiate and sign the Contract, and administer all contractual responsibilities on their behalf;

WHEREAS, Successful Participant has submitted a response to the EOI Inviting Authority pertaining to the Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at DPLC/District Administration Dantewada; and

WHEREAS, EOI Inviting Authority relying on the EOI submitted by the Successful Participant and based on the representations made by the Successful Participant issued Letter of Award to the Successful Participant and the parties have hence agreed to execute this Contract.

THEREFORE, the parties agree as follows:

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

Schedule A: Letter of Award

Schedule B: Conditions of Contract

Schedule C: EOI and its subsequent Corrigendums and Addendums (if any)

IN WITNESS HEREOF, the parties below execute this Agreement.

Successful Participant

Date

DPLC/District Administration Dantewada

Date

ATTACHMENTS:

Schedule A: Letter of Award

Schedule B: Conditions of Contract (Section 1 &2)

## Schedule A. Letter of Award

(On Letter head of EOI Inviting Authority)

LOA No.:

Date:

EOI No.: Date\_\_

EOI Title:

<Successful Participant Name and Address>

We are pleased to issue this Letter of Award (“LoA”) in response to your EOI no \_\_\_\_ dated \_\_\_\_ and subsequent negotiations in relation to the “Appointment of Agency for to start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada.” as envisaged by the EOI Inviting Authority, under the terms and conditions set forth in your EOI and in the LoA hereof.

The <Concerned Officer> (“EOI Inviting Authority”), on behalf of and as authorized by DPLC/District Administration Dantewada, intends to enter into a Contract Agreement with you following this LoA.

The EOI Inviting Authority reserves the right to terminate this LoA or decide not to enter into the Contract Agreement in future, in accordance with the EOI conditions.

You are requested to sign and send us a copy of this LoA as a token of your acceptance within 7 working days.

Yours sincerely,

Authorized Signature: \_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Name of Agency:

## Schedule B. Conditions of Contract

### SECTION-1: GENERAL CONDITIONS OF CONTRACT

#### A. Contract and Interpretation

##### 1. Definitions

1.1 The following words and expressions shall have the meanings hereby assigned to them:

- (a) **“Successful Participant / System Integrator / SI / Implementation”** The Participant who is qualified & successful in the bidding process and is given the award of Contract and will be referred to as System Integrator(SI).
- (b) **“Baseline Conditions”** means the conditions prior to implementation of the Project, which will be used as a basis for verification of the actual conditions in the identified zones of the Municipality.
- (c) **“EOI Conditions”** means the Instruction to Participant, EOI Forms, and Sample Contract and Forms, any minutes of the meetings, addendums thereto or any other document issued in pursuance to the EOI Documents in connection with this Tender.
- (d) **“Contract”** means this Contract Agreement entered into between District Administration Dantewada and the Successful Participant, together with the Contract Documents and the Letter of Award referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
- (e) **“Contract Documents”** means the documents listed in Form of Contract Agreement (including any amendments thereto).
- (f) **“Contract Period”** means the period for which this Contract is valid, starting from the date of execution of the Contract and ending on the expiry of the Performance Period. In case of any extension of the Completion Date, the Contract Period shall be equally extended without reducing the Performance Period.
- (g) **“Successful Participant’s Equipment”** means all facilities, equipment, tools, appliances or things of every kind required in or for using at KHURSIPAR BPO CENTER with other Additional Services that are to be provided by the Successful Participant.
- (h) **“Successful Participant’s Representative”** means any person nominated by the Successful Participant and approved by the EOI Inviting Authority.
- (i) **“Day”** means calendar day of the Gregorian calendar.
- (j) **“Effective Date”** means the date of fulfilment of all conditions in the Form of Contract Agreement, for the purpose of determining the Completion Date.
- (k) **“CC”** means the Conditions of Contract hereof.
- (l) **“Month”** means calendar month of the Gregorian calendar.
- (m) **“Operational Acceptance”** means the acceptance by District Administration Dantewada BPO Centre solution(or any part thereof), which certifies the Successful Participant’s fulfilment of the Contract in respect of technical standards.

- (n) **“EOI Scrutiny Committee”** means the committee named in the EOI Data Sheet or as amended by the EOI Inviting Authority from time to time, having authorities as defined there in.
- (o) **“Project Manager”** means the person appointed by the Successful Participant and named to perform the duties delegated by the Successful Participant.
- (p) **“Site or Project Area”** means the YUVA BPO - GEDAM where PIS, PA, Surveillance system and other Additional Services are to be used.
- (q) **“Sub-contractor”** shall mean and include vendors and sub-contractors to whom Digitization of Selected books is sub-contracted by the Successful Participant, and includes its legal successors or permitted assigns.
- (r) **“Completion Date”** means the date on which District Administration Dantewada certifies that the works is completed as per scope defined in the EOI .
- (s) **“Third Party”** means any entity other than the Parties to the Contract.
- (t) **“Project”** means start Training, employment and Development Program for IT/ITES BPO (Voice/Non Voice) business scope in Dantewada district with sustainable job creation at Dantewada.”

## **2. Contract Documents**

- 2.1. All documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.
- 2.2. Effectiveness: The Contract shall become effective from date of signing.

## **3. Interpretation**

### **3.1. Language**

- 3.1.1. The ruling language of the Contract shall be English.
- 3.1.2. The language for communications shall be English

### **3.2. Singular and Plural**

The singular shall include the plural and the plural the singular, except where the context otherwise requires.

### **3.3. Headings**

The headings and marginal notes in the General Conditions of Contract are included for ease of reference, and shall neither constitute a part of the Contract nor affect its interpretation.

### **3.4. Persons**

Words importing persons or parties shall include firms, District Administration Dantewada and government entities

### **3.5. Entire Agreement**

The Contract constitutes the entire agreement among the EOI Inviting Authority, DPLC/District Administration Dantewada and Successful Participant with respect to the subject matter of Contract and supersedes all communications, negotiations and agreements (whether written or oral) that are not included in the Contract.

### **3.6. Amendment**



No amendment or other variation of the Contract shall be effective unless it is in writing, is dated, expressly refers to the Contract, is approved by the Participant, and is signed by a duly authorized representative of each party hereto.

### 3.7. Independent Contractor

The Successful Participant shall be an independent Contractor performing the Contract. Subject to the provisions of the Contract, the Successful Participant shall be solely responsible for the manner in which the Contract is performed. All employees, representatives or Sub-contractors engaged by the Successful Participant in connection with the performance of the Contract shall be under the complete control of the Successful Participant and shall not be deemed to be employees of the DPLC/District Administration Dantewada, and nothing contained in the Contract or in any subcontract awarded by the Successful Participant shall be construed to create any contractual relationship between any such employees, representatives or Sub-contractors, the District Administration Dantewada.

### 3.8. Non-Waiver

3.8.1. No relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect or restrict the rights of that party under the Contract, nor shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.

3.8.2. Any waiver of a party's rights, powers or remedies under the Contract must be in writing, must be dated and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.

### 3.9. Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.

## 4. Notices

4.1. Unless otherwise stated in the Contract, all notices to be given under the Contract shall be in writing, and shall be sent by personal delivery, airmail post, special courier, cable, fax, or Electronic Data Interchange (EDI) to the address of the relevant party.

4.2. Notices shall be deemed to include any approvals, consents, instructions, orders and certificates to be given under the Contract.

## 5. Governing Law

The Contract shall be governed by and interpreted in accordance with the Indian laws and shall be subject to the jurisdiction of the courts in Dantewada.

## 6. Settlement of Disputes

6.1. Mutual Consultation

If any dispute of any kind whatsoever shall arise between the EOI Inviting Authority/ District Administration Dantewada and the Successful Participant in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Contract—whether during the progress of the works or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation by taking professional opinion from a Third Party.

6.2. Adjudicator

If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.

6.3. Arbitration

6.3.1. Deleted . Any dispute shall be subjected to Dantewada Jurisdiction.

**7. Successful Participant's Responsibilities**

7.1. Submission of Project Plan

7.2. Part A Refer D. Project Scope

**8. DPLC/District Administration Dantewada Responsibilities**

District Administration Dantewada / District Administration Dantewada shall be responsible for

8.1. Review and Approval

8.2. Designated Officer

DPLC/District Administration Dantewada shall designate one of its officials as the Designated Officer for reviewing and approving various project components.

**9. Payment**

9.1. DPLC/District Administration Dantewada shall pay the price quoted and approved in financial agreement .

9.2. DPLC/District Administration Dantewada shall be entitled to deduct TDS as per the provisions of the Income Tax Act 1961 etc, as amended from time to time, from the payments made to the Successful Participant.

**10. Performance Security**

10.1. The Successful Participant shall provide the performance securities specified stated in the EOI DATA SHEET in favour District Administration Dantewada at the time and in the amount, manner and form specified. The security shall be denominated in Indian Rupees and shall be in one of the forms of bank guarantees provided in the EOI Documents, as stipulated by District Administration Dantewada In case of extension of the Contract Period, the Successful Participant shall extend the period of validity of the performance security.

## **11. Taxes and Duties**

Except as otherwise specifically provided in the Contract, the Successful Participant shall bear and pay all taxes, duties, levies and charges assessed on the Successful Participant,

## **12 Confidential Information**

12.1. DPLC/District Administration Dantewada and the Successful Participant shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Successful Participant may furnish to its Sub-contractor(s) such documents, data and other information it receives from District Administration Dantewada to the extent required for the Sub-Contractor(s) to perform its work under the Contract, in which event the Successful Participant shall obtain from such Sub-Contractor(s) an undertaking of confidentiality similar to that imposed on the Successful Participant.

12.2. The obligation of a party, however, shall not apply to that information which

- now or hereafter enters the public domain through no fault of that party
- can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party hereto
- otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.

12.3. The above provisions shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the The provisions of this shall survive termination, for whatever reason, of the Contract.

## **13. Representatives**

The Successful Participant shall appoint a Successful Participant's Representative ("Project Manager") at least a week in advance from the commencement of work, after obtaining prior approval from District Administration Dantewada. All notices, instructions, information and other communications given by the Successful Participant to District Administration Dantewada under the Contract shall be given by the Project Manager, except as herein otherwise provided.

## **14 Emergency Work**

If by reason of an emergency arising in connection with and during the execution of the Contract, any protective or remedial work is necessary as a matter of urgency to prevent damage to the contract, the Successful Participant shall immediately carry out such work.

## **15 Force Majeure**

- 15.1. "Force Majeure" shall mean any event beyond the reasonable control of the Parties, and which is unavoidable notwithstanding the reasonable care of the party affected, and shall include, without limitation, the following:
- (a) war, hostilities or warlike operations (whether a state of war be declared or not), invasion, act of foreign enemy and civil war,
  - (b) rebellion, revolution, insurrection, mutiny, usurpation of civil or military government, conspiracy, riot, civil commotion and terrorist acts,
  - (c) confiscation, nationalization, mobilization, commandeering or requisition by or under the order of any government or de jure or de facto authority or ruler or any other act or failure to act of any local state or national government authority,
  - (d) strike, sabotage, lockout, embargo, import restriction, port congestion, lack of usual means of public transportation and communication, industrial dispute, shipwreck, shortage or restriction of power supply, epidemics, quarantine and plague,
  - (e) earthquake, landslide, volcanic activity, fire, flood or inundation, tidal wave, typhoon or cyclone, hurricane, storm, lightning, or other inclement weather condition, nuclear and pressure waves or other natural or physical disaster,
  - (f) shortage of labour, materials or utilities where caused by circumstances that are themselves Force Majeure.
- 15.2. If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances thereof within fourteen (14) days after the occurrence of such event.
- 15.3. The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.
- 15.4. The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect thereof upon its or their performance of the Contract and to fulfil its or their obligations under the Contract, but without prejudice to either party's right to terminate the Contract.
- 15.5. No delay or non-performance by either party hereto caused by the occurrence of any event of Force Majeure shall constitute a default or breach of the Contract, if and to the extent that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- 15.6. If the performance of the Contract is substantially prevented, hindered or delayed for a single period of more than fifteen (15) days or an aggregate period of more than thirty(30) days on account of one or more events of Force Majeure

during the currency of the Contract, the parties will attempt to develop a mutually satisfactory solution.

## **16 Change in Scope of Tender**

- 16.1. District Administration Dantewada shall have the right to instruct and issue an order from time to time during the performance of the Contract to make any change, modification, addition or deletion to, in or from the Project (hereinafter called “Change”), provided that such Change falls within the general scope of the Project and does not constitute unrelated work and that it is technically practicable, taking into account both the state of advancement of the Project and the technical compatibility of the Change envisaged with the Project as specified in the Contract.
- 16.2. The Successful Participant may from time to time during its performance of the Contract propose to DPLC/District Administration Dantewada any change that the Successful Participant considers necessary or desirable to improve the quality, efficiency of scope given .
- 16.3. Changes in the Contract shall not be made without the prior written approval of DPLC/District Administration Dantewada. In case upon the issuance of the order for any change District Administration Dantewada in its sole discretion finds it necessary for a change in Completion Date or an increase in the contract price it shall issue written instructions in this regard.
- 16.4. The EOI Inviting Authority, from time to time, may require the Successful Participant to perform certain additional tasks which may be outside the specified scope of the Tender. The Participant shall be willing to perform such tasks and claim the costs so incurred along with the subsequent monthly bill.

## **17 Termination**

This Contract may be terminated by either Party as per provisions set out below:

### **a. By The EOI Inviting Authority,**

- i. A “Participant’s Event of Default” means any of the events set out below, unless such event has occurred as a consequence of a default by the EOI Inviting Authority as set out in Clause 21.1.5, a Change in Law or any event of Force Majeure (“Participant’s Event of Default”)
- ii. if the Participant fails to comply with the Project scope or remedy a failure in the performance of its obligations hereunder, as specified in a notice of suspension pursuant within thirty (30) days of receipt of such notice of suspension or within such further period as the EOI Inviting Authority, may have subsequently granted in writing;
- iii. if the Participant becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or takes advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary;
- iii. if the EOI Inviting Authority, in its sole discretion and for any reason whatsoever which reason is required to be recorded in writing, decides to terminate this Contract;

- iv. if the Participant has engaged in corrupt, fraudulent, collusive, coercive, undesirable or restrictive practice in bidding for or in subsequently executing the Contract;
  - v. if the Participant fails to furnish, renew and/or maintain the Performance Security in accordance with this Contract;
  - vi. if the Participant assigns its rights and obligations under this Contract without the prior written consent of the EOI Inviting Authority
  - vii. if any of the Participant's representations are found to be false and/or misleading; or
  - viii. if the Participant is in breach of any Applicable Laws
- ii. Without prejudice to other provisions of this Contract, upon the occurrence of Participant's Event of Default, the EOI Inviting Authority may deliver a notice to the Participant specifying the nature of the breach and giving a cure period of thirty (30) days to the Participant to cure the Participant Event of Default. Provided that, in case of occurrence of a Participant Event of Default set out in Clauses 21.1.1(ii), 21.1.1(iv), 21.1.1(vii), the EOI Inviting Authority shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.
- iii. Without prejudice to other provisions of this Contract, upon the occurrence of Participant's Event of Default, the EOI Inviting Authority may deliver a notice to the Participant specifying the nature of the breach and giving a cure period of thirty (30) days to the Participant to cure the Participant Event of Default. Provided that, in case of occurrence of a Participant Event of Default set out in Clauses 21.1.1(ii), 21.1.1(iv), 21.1.1(vii), the EOI Inviting Authority shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.
- iv. Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Participant Event of Default set out in Clauses 21.1.1(i), 21.1.1(iv) to the extent such Participant Event of Default affects one or more of the Modules but not the entire Contract, the EOI Inviting Authority shall have the right to partially terminate the Contract with respect to the Modules affected by such Participant Event of Default and not the entire Contract. Such partial termination shall not impact the validity of the Contract or the obligations of the Participant with regard to the Modules which are not affected by the Participant Event of Default.

Upon total or partial termination of the Contract for a Participant Event of Default, the EOI Inviting Authority will have the right to engage a third party consultant to complete the Services or the Modules which have been deleted from the Participant's scope and the EOI Inviting Authority shall recover the incremental costs incurred by the EOI Inviting Authority in engaging a third party consultant from the Participant.

**b. By the Participant,**

- i. A "EOI Inviting Authority Event of Default" means any of the following events set out below, unless such event has occurred as a consequence of a default by the Participant as set out in Clause 21.1.1, a Change in Law or any event of Force Majeure:

- i. if the EOI Inviting Authority fails to pay any undisputed money due to the Participant pursuant to this Contract within forty five (45) calendar days after receiving written notice from the Participant that such payment is overdue;
  - ii. if the EOI Inviting Authority is in material breach of its obligations under this Contract and has not remedied the same within forty five (45) days (or such longer period as the Participant may have subsequently approved in writing) following the receipt by the EOI Inviting Authority of the Participant's notice specifying such breach;
  - iii. if the EOI Inviting Authority becomes insolvent or bankrupt or enters into any agreements with its creditors for relief of debt or take advantage of any law for the benefit of debtors or goes into liquidation or receivership whether compulsory or voluntary; or
  - iv. if the EOI Inviting Authority suspends the performance of the Services for more than sixty (60) days, for reasons not attributable to the Participant.
- ii. Without prejudice to other provisions of this Contract, upon the occurrence of a EOI Inviting Authority Event of Default, the Participant may deliver a notice to the EOI Inviting Authority specifying the nature of the breach and giving a cure period of thirty (30) days to the EOI Inviting Authority to cure the EOI Inviting Authority Event of Default. Provided that, in case of occurrence of a EOI Inviting Authority Event of Default set out in Clauses 21.1.5(iii) or 21.1.5(iv), the Participant shall have the right to terminate the Contract immediately, without any obligation to provide a cure period.

Notwithstanding anything to the contrary in this Contract, in case of occurrence of a EOI Inviting Authority Event of Default set out in Clauses 21.1.5(i) or 21.1.5(ii), to the extent such EOI Inviting Authority Event of Default affects one or more of the Modules but not the entire Contract, the Participant will not have a right to terminate the entire Contract for such EOI Inviting Authority Event of Default, but will only have a right to partially terminate the Contract with respect to the Modules affected by such EOI Inviting Authority Event of Default. Such partial termination shall not impact the validity of the Contract or the obligations of the Participant and the EOI Inviting Authority with regard to the Modules which are not affected by the EOI Inviting Authority Event of Default.

**c. Termination for Force Majeure**

- i. If a Force Majeure event affecting any Party subsists for a continuous period of one hundred eighty (180) days, Party may issue a notice of termination to the other Party. Upon receipt of this notice, the Parties shall have a period of fifteen (15) days to agree on the manner in which the Contract may be progressed upon cessation of the Force Majeure event and the variations, if any, required to the Contract to address the

consequences of the Force Majeure event. If on the expiry of the fifteen (15) day period, the Parties fail to arrive at an agreement, either Party may immediately terminate this Contract by written notice to the other Party.

Notwithstanding anything to the contrary in this Contract, in case of occurrence of a Force Majeure event which affects one or more of the Modules but not the entire Contract, the Contract may be partially terminated with respect to the Modules affected by such Force Majeure event. Such partial termination shall not impact the validity of the Contract or the obligations of the Participant with regard to the Modules which are not affected by the Force Majeure event.

**d. Cessation of Services:**

Upon termination of this Contract by either Party, the Participant shall: (i) immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum; and (ii) transfer to the EOI Inviting Authority all documents, data, programmes, applications, software, equipment etc. developed or acquired by the EOI Inviting Authority for the purposes of performing the Services along with the right to use the Intellectual Property in such documents, data, programmes, applications, software, equipment for this project.

**e. Payment upon Termination**

- i. Upon termination or partial termination of this Contract for a Participant Event of Default the EOI Inviting Authority shall make the following payments to the Participant:
  - i. Remuneration for the duly and satisfactorily completed Deliverables for all Modules or, the terminated Modules, as the case may be, prior to the date of termination, in accordance with Payment Module defined in this document.
  - ii. all amounts previously paid to the Participant under the Contract for all Modules or the terminated Modules, as the case may be performance
  - iii. all amounts due to the EOI Inviting Authority from the Participant, including any damages payable by the Participant to the EOI Inviting Authority in respect of all Modules or the terminated Modules, as the case may be; and
  - iv. the incremental cost incurred by the EOI Inviting Authority in engaging a third party to complete all Modules or the terminated Modules, as the case may be.

If the aggregate of (ii), (iii), and (iv) above is: (a) less than (i) above, the EOI Inviting Authority shall pay the differential amount to the Participant within thirty (30) days of the Participant raising an invoice for the amount; or (b) more than (i) above, then the Participant shall pay the differential amount to the EOI Inviting Authority within thirty (30) days of the EOI Inviting Authority raising an invoice for the amount, failing which the



EOI Inviting Authority may invoke the Performance Security to recover such amounts.

- ii. Upon termination or partial termination of this Contract for a EOI Inviting Authority Event of Default, a Force Majeure event or for the event set out in Clause 21.1.1(iii) above, the EOI Inviting Authority shall make the following payments to the Participant:
  - i. Remuneration for the duly and satisfactorily completed Deliverables for all Modules or terminated Modules, as the case may be, prior to the date of termination, in accordance with Payment Module and
  - ii. if the Contract is terminated for a EOI Inviting Authority Event of Default or for the event set out in Clause 21.1.1
  - iii. any Breakage Costs reasonably incurred by the Participant as a direct result of termination or partial termination of the Contract; less all amounts previously paid to the Participant under the Contract for all Modules or terminated Modules, as the case may be;
  - iv. all amounts due to the EOI Inviting Authority from the Participant, including any damages payable by the Participant to the EOI Inviting Authority in respect of all Modules or the terminated Modules, as the case may be. The EOI Inviting Authority shall pay the termination compensation specified in this Clause 21.1.11 to the Participant within thirty (30) days of the Participant raising an invoice for that amount.

## **18 Assignment**

- a. The Successful Participant shall, without the express prior written consent of the other party (which consent shall not be unreasonably withheld), assign to any third party the Contract or any part thereof, or any right, benefit, obligation or interest therein or there under, except that the Successful Participant shall be entitled to assign either absolutely or by way of charge any monies due and payable to it or that may become due and payable to it under the Contract.
- b. Any transfer, sale or merger of the selected firm or acquisition by other firm with/without liabilities that may affect the contract directly and indirectly shall not be allowed. Similarly the Successful Participant cannot authorize anybody else other than the one indicated herein to receive payment as agreed upon for the duties performed under this contract.

## **19 Indemnities**

- a. The Successful Participant and District Administration Dantewada shall indemnify, defend and hold each other harmless from any and all claims, actions cost, expenses, damages and liabilities including the attorney's fees, arising out of connected with or resulting from sole negligence or wilful misconduct of that party's employees or agents.
- b. However neither Party shall indemnify the other against the claims, damages, expenses or liabilities resulting from alleged, claimed or concurrent negligence or misconduct of the other party.

- c. The Successful Participant shall have sole control of the defence of any action on such claim and all negotiations for its settlement or compromise
- d. The Successful Participant shall be responsible for damages or injury caused by the Successful Participant agents and employees in the course of their employment to the extent that the Successful Participant's liability for such damage or injury has been determined by a court or tribunal or otherwise agreed to by the Successful Participant, and the Successful Participant shall pay for such damages and injury to the extent permitted by prevailing laws in India.

## **20 Representations**

Each Party warrants and represents to the other that:

- (a) It has all requisite power, authority, licenses, permits, and franchises, corporate or otherwise, necessary to execute and deliver this Contract and to perform its obligations;
- (b) Its execution, delivery, and performance of this Contract has been duly authorized by, and is in accordance with, and this Contract has been duly executed and delivered for it by the signatories and constitutes its legal valid and binding obligation;
- (c) Its execution, delivery, and performance of this Contract will not result in a breach or violation of or constitute a default under any agreement, lease, or instrument to which it is a party or by which it or its properties may be bound to be affected; and
- (d) It has received no notice, nor to the best of its knowledge is there pending or threatened any notice, decree, award, permit, or order that would materially adversely affect its ability to perform hereunder.

## **21 Change in law**

- a. Upon notification by the Successful Participant as aforesaid, the Parties shall meet as soon as reasonably practicable as but not later than 30 (thirty) days and agree on amendments to the rates to implement the foregoing.
- b. Provided that if no contract is reached as aforesaid by the Parties within 60 (sixty) days of the meeting pursuant to this Clause the Successful Participant may by notice in writing require District Administration Dantewada to pay in an amount that would put the Contractor in the same financial position it would have occupied had there been no such change in Law resulting in reduction in net after tax return as aforesaid.
- c. If District Administration Dantewada or the Successful Participant shall dispute the quantum of such compensation claims of the Successful Participant or District Administration Dantewada, the same shall be finally settled in accordance with the Dispute Resolution Procedure.

## **22 Right to vary quantity**

- a. At the time of award of contract, the quantity of goods, works or services originally specified in the bidding documents may be increased or decreased by 25%. It shall be without any change in the unit prices or other terms and conditions of the Bid and the bidding documents.

- b. If the Authority does not procure any subject matter of procurement or procures less than the quantity specified in the bidding documents due to change in circumstances, the Participant shall not be entitled for any claim or compensation except otherwise provided in the bidding document.
- c. Repeat orders for extra items or additional quantities may be placed, if it is provided in the bidding document, on the rates and conditions given in the contract if the original order was given after inviting open competitive bids. Delivery or completion period may also be proportionally increased.

## Service Level Agreements

The System Integrator (SI) shall commence the performance of its obligations under the Agreement from Effective Date and shall proceed to provide Goods and carry out the Services with diligence and expedition in accordance with any stipulation as to the time, manner, mode, and method of execution contained in this Agreement. The SI shall be responsible for and shall ensure that all the Goods and Services are performed in accordance with the specifications and that the SI's team complies with such specifications and all other standards, terms and other stipulations/conditions set out hereunder.

Any Goods to be supplied under this Agreement shall conform to the standards mentioned in the technical specifications given in the EOI, and, when no applicable standard is mentioned, to the authoritative standards, such standards shall be the latest issued by the concerned institution. Delivery of Goods shall be made by the SI in accordance with the Agreement and the terms specified by the Purchaser in purchaser order. In case if it is found that the Goods provided by SI do not meet one/ more criteria, the SI shall remain liable to provide / deliver a replacement for the same which meets all the required specifications, at no additional cost to the Purchaser.

The SI shall keep all back end contracts with all OEMs, subcontractors etc. in force and up to date to ensure provision of goods and services as per the EOI and to meet all the SLAs.

The System Integrator shall accomplish the scope of work under this Agreement as per the Timelines and as per the Service Levels mentioned in the EOI. If the System Integrator fails to achieve the Timelines due to reasons attributable to it (including its consortium members, agents, representatives and System Integrator's Team), or if it fails to achieve the Service Levels (in the SLAs) due to reasons attributable to the System Integrator (including its consortium members, agents, representatives and team), the System Integrator shall be liable to pay liquidated damages as per mentioned in this section.. The liquidated damages will be capped as mentioned in this section of EOI. If the liquidated damages cross the cap on liquidated damages mentioned in this Section of EOI, District Administration Dantewada shall have the right to terminate the Agreement for breach and consequences for such termination as provided in this Agreement shall be applicable.

### Definitions

- a. Days: All Working and Non-working days (365 days in a calendar year)
- b. 24\*7 means three shifts of 8 hours every day. This is applicable for all seven days of the week without any non-working days
- c. "Scheduled Maintenance Time" shall mean the time that the System is not in service due to a scheduled activity as defined in this SLA
- d. "Scheduled operation time" means the scheduled operating hours of the System for the month. All scheduled maintenance time on the system would be deducted from the total operation time for the month to give the scheduled operation time. The total operation time for the systems and applications will be 24X7X365 (per year).
- e. "System or Application downtime" means accumulated time during which the System is totally inoperable within the Scheduled Operation Time but outside the

- scheduled maintenance time and measured from the time a call is logged with the SI of the failure or the failure is known to the SI from the availability measurement tools to the time when the System is returned to proper operation.
- f. "Availability" means the time for which the services and facilities are available for conducting operations on the system including application and associated infrastructure. Availability is defined as:  $\{(Scheduled\ Operation\ Time - System\ Downtime) / (Scheduled\ Operation\ Time)\} * 100\%$
  - g. "Incident" refers to any event/abnormalities in the functioning of the any of IT Equipment/Services that may lead to disruption in normal operations of the Data Centre, System or Application services.
  - h. For Operations & Maintenance Phase SLAs each penalty point is equivalent to 0.1% of the Equated Monthly Fee payable to the SI by District Administration Dantewada (Client)
  - i. Equated Monthly Fee is defined as Total Fee Payable to the SI by Client for O&M phase divided by 60 (months).

#### **Interpretation & General Instructions**

- a. In case the service levels cannot be achieved at service levels defined in the tables below, it shall result in a breach of contract and shall invoke liquidated damages.
- b. During the initiation phase, the SLA parameters and metrics thereof would be established by Client in consultation with MSI, which would be reviewed on an annual basis and can be modified as required and mutually agreed.
- c. Liquidated damages are mentioned as a percentage of certain components of cost:  

For the Implementation Phase related Performance Levels , the liquidated damages are capped at 5% of Total Cost of Bid as defined in the Commercial Bid Format of Vol 1 of the EOI.  
During O&M phase, liquidated damages are capped at 5% of the total amount payable for O&M phase.
- d. During O&M phase, the SLA parameters shall be monitored on a monthly basis as per the individual SLA parameter requirements.
- e. If SLA penalty calculations exceed 15% of the quarterly payment for two consecutive quarters or 25% in any quarter, then Client may take appropriate action including termination of the contract and invoking the Performance Bank Guarantee.
- f. The SI shall bring the necessary tools required to measure the SLA parameters mentioned in this Agreement. The SI shall be generating monthly SLA reports to Client. Client may appoint a Third Party Agency to audit the performance, accuracy and integrity of the tools generating SLA data and also review the monthly SLA reports for SLA penalty computation.
- g. If the SI is getting penalized on two or more parameters because of one incident, then the SI may seek exemption from getting penalized on the parameters resulting in the least amount of penalty. Client may exercise its discretion in granting such exemptions.

The Service Level agreements have been logically segregated in the following categories:

1. Implementation Phase SLAs
2. Operations & Maintenance Phase SLAs
  - a. Applications
  - b. Field Equipment
  - c. Command Center
  - d. Data Center

#### Implementation Phase SLAs

The SLAs applicable during Implementation Stage are as given below:

The Penalty to be deducted for Project Milestone will be waived off/refunded in case Project Go live within defined timeline as per the final agreement.

#	SLA Parameter	Definition & Target	Service Level	Liquidated Damages
1.	Delay in any of the project milestones except Go-Live as agreed in the Project Plan	Measured as the difference between the planned date for the milestone and the actual date of its completion. <b>Target:</b> <=7 Days	<=7 Days	Nil
			0.25% of the respective milestone payment for each week's delay (beyond 7 days) or part thereof. <i>Note: The penalty amount, if any, on this account shall be withheld by Client and will either be:</i> <ul style="list-style-type: none"> <li>• Released to the SI, if the SI achieves the Go-Live milestone as per planned date.</li> <li>• Adjusted against the total penalty leviable for breach of SLA # 2 in this table.</li> </ul>	
2.	Delay in overall project Go-Live date	Measured as the difference between the planned date for the milestone and the actual date of its completion. <b>Target:</b> <=7 Days	<=7 days	Nil
			0.25% of the Total Contract Value for each week delay (beyond 7 days) or part thereof	

Note:

In the event of circumstances beyond the control of the SI, Client at its sole discretion, may revise the target dates.

**PART D: MINIMUM TECHNICAL SPECIFICATIONS**

Seats Count	300	
Items	Specifications	Quantity
Systems	corei5, 8GB RAM, 256 GB SS, Keyboard Mouse and Monitor (HP)	300
Omnichannel setup	Intalk Omnichannel Dialer licenses with on-premises server deployment	300
	OTC charge	1
Headphones	Voniya Neo Noise cancellation Headsets	300
Firewall	Sophos XGS 4300 Security Appliance XGS 4300 Enhanced to Enhanced Plus Support	2
Antivirus Licenses	Securite by Quick Heal EPS Cloud with DLP	300
L3 Switches	Cisco - C9200L-48T-4X-E Catalyst 9200L 48-port data, 4 x 10G ,Network Essentials, CON-SNT-C920L4XE SNTC-8X5XNBD Catalyst 9200L 48-port data, 4 x 10G ,Ne (1 Year) C9200L-STACK-KIT Cisco Catalyst 9200L Stack Module	2
L2 Switches	Cisco C-1000, 48port	8
Patch Panel	Dlink 24 port	25
Patch cords	Dlink - 1mtr	1100
Wallrack	12U Dlink	4
Wallrack	9U Dlink	4
I/O keystone	IO with faceplate and	300
Server License	Windows Server 2022 Standard - 16 Core License Pack	2
Server	Domain Controller	2
Server	Dialler Server	6
Server	Log Management server	1
Network Storage	NAS 200TB, upgradable upto 200 TB	1
Network Racks	Smartrack	2
Network Racks	Open rack	3
UPS for Systems	20KVA x 5	5
UPS for Server	10KVAX 2	2
Server Flooring	200 Sqft	1
Biometric	Biometric with EM Lock	10
CCTV	IP Camera with NVR	
LANCable	Lan Cable	80
Other Expenses	Certifications, misc. objects, Tools and other expenses	