

Request for Proposal
for
Selection of Agency for Outsourcing of Technical
IT Manpower



GOVERNMENT OF MANIPUR
DEPARTMENT OF INFORMATION TECHNOLOGY
4th Floor, West Block, New Secretariat, Imphal -795001
Website: <http://ditmanipur.gov.in>; email: dit-mn@nic.in

TENDER NOTICE

Department of Information Technology, Government of Manipur invites tenders under Two Bid System (Technical Bid & Commercial Bid) for selection of agency for outsourcing of Technical manpower at Imphal.

| Sl No. | Particulars | Description |
|--------|--|---|
| 1 | Address of the authority inviting RFP/Tender | Director, Department of Information Technology, 4 th Floor, Western Block, New Secretariat, Imphal-795001 |
| 2 | RFP/ Tender Reference No. | 6/61/2018-DIT Dated: 18/06/2018 |
| 2 | Last date and time for submission of queries. | 25.06.2018 upto noon through e-mail: dit-mn@nic.in |
| 3 | Tender fee | Rs. 1000/- (Rupees One Thousand Only) |
| 4 | Earnest Money Deposit (EMD) | Rs. 100000/- (Rupees One Lakh Only) |
| 5 | Physical submission of original demand draft (DD)/ Banker Cheque (BC)/ Bank Guarantee (BG) for Tender fee and EMD ay DIT, Manipur. | Up to 12.00 noon of 09.07.2018 at the address mentioned in point -1. |
| 6 | Last date of Online Bid submission of Bids | 09.07.2018 at 12.00 Noon |
| 7 | Technical Bid opening Date and Time | 09.07.2018 at 01.00 PM |
| 8 | Technical Presentation | 11.07.2018 at 11.00 AM |
| 8 | Tender documents available and subsequent clarification / modification/ corrigendum , if any | http://manipurtenders.gov.in , http://manipur.gov.in from the date of publishing. |
| 9 | Financial Bid Opening Date and Time | Shall be notified later |

A firm will be selected under "Quality and Cost Based System (QCBS)" and procedures described in this RFP. Bidders will be required to register on the website, which is free of cost. The bidders would be responsible for ensuring that any addendum/ corrigendum available on the website is also downloaded and incorporated.

For submission of the bid, the bidder is required to have Digital Signature Certificate (DSC). Possession of Digital Signature Certificate (DSC) and registration of the contractors on the portal i.e. <https://manipurtender.gov.in> is a prerequisite for e-tendering.

Any proposal or modifications to proposal received outside e-procurement system will not be considered. The electronic bidding system would not allow any late submission of Proposal.

a. Instruction to Bidders

1. Bidders are advised to study all instructions, forms, terms, requirements and other information in the tender document carefully. Submission of bid shall be deemed to

have been done after careful study and examination of the tender document with full understanding of its implications. The response to this tender should be full and complete in all respects. Failure to furnish the information required in the tender document or submission of a bid not substantially responsive to the tender in every respect will be at the bidder's risk and may result in rejection of its bid.

2. Period of validity of bids - The Bids submitted shall be valid for 120 days from the date of opening of Technical bid.

3. Tender Fee and Earnest Money Deposit (EMD)

a) Tender Fee of Rs. 1,000/- (Rupees One Thousand only) and Earnest Money Deposit of Rs 1,00,000/- (Rupees One Lakh only) in the form of a Banker's Cheque or Demand Draft drawn on any Commercial Bank in favour of The Director, Department of Information Technology, Government of Manipur. The same should reach the Director, Department of Information Technology, 4th Floor, Western Block, New Secretariat, Imphal-795001, on or before the due date and time for submission of bids failing which offer will be liable for rejection.

b) Bids submitted without Tender Fee and EMD will stand rejected. EMD will not be accepted in the form of cash / cheque. No interest is payable on EMD.

c) The EMD of unsuccessful bidder(s) will be returned within one month from the date of the placing of the final order on the selected bidder.

d) The EMD for successful bidder shall be refunded without any interest after submission of Performance Guarantee as mentioned later in this document.

e) However if the return of EMD is delayed for any reason, no interest / penalty shall be payable to the bidder.

f) The successful bidder, on award of contract / order, must send the contract/order acceptance in writing, within 7 days of award of contract/order, failing which the EMD will be forfeited.

g) The EMD shall be forfeited, if the bidder withdraws the bid during the period of bid validity specified in the tender/during the course of award of work order/during work in progress stage.

4. Preparation and Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.manipur-tenders.gov.in) at their own cost. The bidders are advised to go through the e-procurement guidelines and instructions, as provided on the e-procurement website, and in case of any difficulty related to e-procurement process, may contact the helpline number mentioned there.

The bidder shall submit the bid online as described below:

a) The Technical and Financial bid should be submitted only through the e-procurement Portal.

- b) Technical Proposal - Scanned copy in PDF file format, signed on each page, with file name clearly mentioning: "Eligibility Criteria / Technical Proposal for Tender No <>". The proposal should be as per the format provided in Annexure of this document.
- c) Financial Proposal – Financial proposals would be filled on e-procurement portal.
- d) Conditional proposals shall not be accepted on any ground and shall be rejected straightway. If any clarification is required, the same should be obtained before submission of the bids.
- e) Bidders are advised to upload the proposals well before time to avoid last minute issues.
- f) The bid has to be submitted only online through www.manipurtenders.gov.in website. No physical submission of bids would be acceptable.

5. Rates Quoted should be for Providing onsite Manpower at Department of Information Technology, 4th Floor, Western Block, New Secretariat, Imphal – 795001 for a period of 2 years.

6. Bid Evaluation

- a) Technical bid along with Eligibility Criteria will be evaluated first.
- b) Financial bids of only those Bidders who have been qualified in the Technical bid along with Eligibility Criteria will be opened in the presence of their representatives, who may choose to attend the session on the specified date, time and address.

7. Interpretation of the clauses in the Tender Document / Contract Document - In case of any ambiguity / dispute in the interpretation of any of the clauses in this Tender Document, interpretation of clauses by The Director, Department of Information Technology, Government of Manipur, shall be final and binding on all parties.

b. Eligibility Criteria

- 1. The bidder must have office in Imphal or should be ready to setup office in Imphal.
- 2. The vendor should be a company registered under Companies Act.
- 3. The vendors should have an experience of at least 05 years as on 31st May, 2018 in software development and maintenance.
- 4. The vendor should have a minimum turnover of Rs. 1 (one) crore during each of the last three completed financial years i.e. 2014-15, 2015-16 and 2016-17.
- 5. The vendor should never have been blacklisted/barred/disqualified by regulator/statutory body or any PSU.
- 6. The vendor must have a valid GST registration Certificate and Pan Number.

Note:

- a. Details are to be furnished as per Annexure I (Eligibility Criteria) Supporting documents should be arranged /numbered in the same order as mentioned.
- b. All certificates or documents should also be self-attested and attached together.
- c. Failure to meet any criteria will disqualify the vendor and it will be eliminated from the further process.
- d. DIT reserves the right to verify and/ or to evaluate the claims made under eligibility criteria and any decision in this regard shall be final.
- e. At a later stage if it is found that, the vendor has provided false information or has wrongly certified any of the documents in support of eligibility criteria, the vendor shall be liable for legal action/ or cancellation of contract.

c. Selection Process

The Applicants shall submit the Technical Proposal & Financial Proposal submitted online on <https://manipur tenders.gov.in>. The Financial Proposal shall be submitted as per Annexure IV of the RFP. The DIT has adopted a Two Stage Selection Process (collectively the "Selection Process") for evaluating the Proposals comprising technical and financial bids to be submitted online. The Method of selection will be on Quality (70%) cum Cost (30%) Based Selection (QCBS) -70:30. The technical quality of the proposal shall be given weightage of 70%. The price Proposal of only those bidders who qualify technically (Minimum Qualifying Marks: 60%) will be opened. The proposal with the lowest cost may be given a financial score of 100 and the other proposal will be given financial score that are inversely proportionate to their prices. The financial proposal shall be allocated weightage of 30%. For working out the combined score, the DIT will use the following formula:

Example:

Stage 1. Technical Bids Evaluation (Table A)

| Bidder details | Technical Marks obtained(Out of 100) |
|----------------|--------------------------------------|
| Bidder 1 | 85 |
| Bidder 2 | 75 |
| Bidder 3 | 80 |

Stage 2. Normalization of marks: (Table B)

Normalised score = (Technical marks obtained by the bidder under consideration/Highest technical marks)*100

| Bidder Details | Normalised score |
|----------------|--------------------|
| Bidder 1 | $(85/85)*100 =100$ |
| Bidder 2 | $(75/85)*100= 88$ |
| Bidder 3 | $(80/85)*100=94$ |

- Based on the results of Technical evaluation, Commercial bids for those bidders will then be opened who qualify in the Technical evaluation.
- The Financial bid amount shall be converted into financial score, while considering the commercial quote given by each of the Bidders in the commercial bid as follows:

Commercial Score of a Bidder = { Lowest commercial bid/Quote of bidder under consideration}*100

Example: (Table C)

| Bidder Details | Commercial quote | Calculation | Commercial score |
|----------------|------------------|-------------------------|------------------|
| Bidder 1 | 1,30,000 | {1,00,000/1,30,000}*100 | 77 |
| Bidder 2 | 1,20,000 | {100,000/1,20,000}*100 | 83 |
| Bidder 3 | 1,00,000 | {100,000/1,00,000}*100 | 100 |

Final Score Calculation through QCBS

The final score will be calculated through Quality and Cost Selection method based with the following weightage:

Technical: 70%

Commercial:30 %

Combined Technical and Financial score =(0.70*Technical score)+(0.30*Commercial Score)

Example: (Table D)

| Bidders | Technical Score (i) (0.7xNormalised Technical Score) | Financial Score (ii)(0.3 x 7xNormalised Financial score) | Final Score(70:30) lii = (i) + (ii) | Rank of the bidder |
|----------|---|--|--|-----------------------|
| Bidder 1 | 70 | 23.10 | 93.10 | H2 |
| Bidder 2 | 61.60 | 24.90 | 86.50 | H3 |
| Bidder 3 | 65.80 | 30 | 95.80 | H1 |

The proposals will be ranked in terms of total scores of each applicant. The proposal with the highest total score (H-1) will be considered for award of contract and will be called for negotiations, if required.

d. Scope of Work

1) Department of Information Technology, Government of Manipur, invites e-tenders from well established reputed firms / registered Service Providers for providing qualified, experienced and competent technical manpower for the development, testing and maintenance of software as per the details mentioned in subsequent points.

2) Department of Information Technology, Government of Manipur, has already developed On-line services modules through System Integrator of. A need has arisen to maintain those Online services and develop some more modules when required. Selected agency has to take into account the work already done, enhance these existing application and add the new modules as per the requirements of the department.

3) Selected agency has to work to support the DIT so that whole project can be enhanced and maintained as per the desired quality.

4) The Bidder/Agency will recommend dedicated, well qualified and experienced personnel as per the qualifications, job profile and experience indicated in the RFP.

5) Maintenance of parallel setup for development/ testrun /UAT for the new development/changes made.

6) Department of Information Technology has prescribed the bench mark such as educational qualification, professional qualification, experience etc., in respect of the manpower to be hired. Therefore, the qualified bidder shall provide the competent manpower to deliver the deliverables required manpower strictly meeting the bench marks of DIT.

7) Manpower along with their minimum qualifications and experience is as mentioned below:

| SI NO. | Designation/ Role | No. of Manpower | Qualification | Experience |
|--------|------------------------------------|-----------------|------------------------|--|
| 1 | Administrator (Application Server) | 1 | Minimum BE/B.Tech /MCA | Minimum 4 years experience in managing application server (Tomcat/JBoss/IBM Web Sphere or other App Server,) |
| 2 | Administrator (Database Server) | 1 | Minimum BE/B.Tech/MCA | Minimum 4 years experience in Maintenance and managing multiple databases (Postgres , DB2, MySQL) in Linux platform. |
| 3 | Developer JAVA | 2 | Minimum BE/B.Tech/MCA | Minimum 4 years of Hands on experience in core JAVA based technology Exposure to JSP Servlets, EJB, Struts, Tomcat/JBoss/IBM Web Sphere application servers. |

e. Terms and Conditions

1. The personnel engaged for the services shall be the employees of the successful bidder only and shall take their remuneration/wages from them. The hired personnel will have no claim of whatsoever nature including monetary claims or any other claim or benefits from DIT.
2. DIT shall be the owner of the any source code enhance/developed etc.
3. DIT will arrange all the necessary resources including hardware, software, connectivity, working environment, data, payment gateway, third party web services etc as per the needs of the work.
4. Bidder should submit their resources CVs (Administrator Application Server 3 (three), Administrator Database Server 3 (three) and JAVA Developer 6 (Six) nos. as per the format attached at Annexure –III.
5. After selection of Agency Department of Information Technology (DIT) will select the required 4 (Four) resources by conducting a technical screening from the CVs submitted by Agency along with bid proposal.

6. The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of providing services of all personnel.

7. Any liability arising under Municipal, State or Central Govt. laws and regulations will be the sole responsibility of the successful bidder and DIT shall not be responsible for any such liability or lapses.

8. The successful bidder shall undertake to indemnify the DIT for any liability under any law arising out of the engagement of the said personnel.

9. The successful bidder shall comply with all the rules and regulations regarding safety and security of its employees and DIT will in no way be responsible in any manner in case of any mishap to their personnel.

10. The personnel provided shall be under the direct control and supervision of the Successful bidder. However, they shall comply with the oral and written instructions given on day to day basis, by the officer(s) DIT from time to time. They will be bound by office timings, duty, placement, locations, etc., as decided by the DIT.

11. The successful bidder shall not sub-contract the services of personnel sponsored by them without prior permission of the DIT.

12. In case, the hired personnel are required to visit outside the jurisdiction of their assigned work place on official purpose the service provider shall arrange / bear the expenses incurred towards travel, boarding, lodging etc of their employee/s, which will be reimbursed subsequently by DIT at mutually pre-agreed rates on case to case basis.

13. Each of the hired personnel is entitled for one day leave in a month without any salary deduction. DIT shall deduct proportionate amount for each day of absence of the personnel other than the entitled leave while making payment to the successful bidder each month.

14. The successful bidder shall be responsible for the discipline and conduct of the hired personnel sponsored and in case the personnel lack in discipline and their quality of work deteriorates during the course of their service, the successful bidder shall provide replacement services of suitable personnel.

15. During the subsistence of the contract, DIT shall not undertake any monetary liability other than the amount payable to the successful bidder for the services of personnel provided by them. Other liabilities, if any, shall be solely rest on the successful bidder. Even if DIT has to bear such liabilities on unforeseen circumstances/occasions, DIT will recover such amount from the successful bidder by adjusting the amount payable to them.

16. In case the hired personnel do not attend the work at any time for whatever reason, the successful bidder shall make alternate arrangements to DIT, so that the daily work of DIT does not suffer.

17. The successful bidder will not seek escalation in the rates quoted during the contract period.

18. If the successful bidder fails to provide satisfactory performance, DIT shall be at liberty to terminate the contract and withhold the Security Deposit/ BG or the balance payment of the Successful bidder, etc.

19. DIT reserves the right to abandon or terminate the contract at any time without assigning any reason and it can stipulate any additional term and condition at any time during the currency of the contract.
20. All disputes will be settled in the jurisdiction of the Imphal Court.
21. The period of the contract will be two years from the date of award of the contract; The same may be renewed for subsequent 12 months, subject to satisfactory service and acceptance by DIT without any price escalation.
22. The successful bidder shall supply a copy of confirmation from their employees regarding acceptance of employment at agreed wages in advance. The ID cards for the employee shall be arranged by the successful bidder in consultation with DIT.
23. DIT reserves the right to accept or reject any Tender/ all the tender(s) in full or in part, without assigning any reason whatsoever. DIT also reserves the right to call for additional information from the Bidder(s).
24. The contact person of the successful bidder should be available on his own direct telephone (office as well as residence) and also on mobile phone.
25. There should be no cutting/overwriting in the Quotations.
26. A copy of these terms and conditions duly signed by the bidder in token of having understood and agreed to the same should be attached along with the Quotation.
27. The Quotations will be opened in the presence of the representatives of the bidders who may wish to be present.
28. The successful bidder will be required to execute the contract agreement on a non-judicial paper of Rs.100/- on acceptance of their Quotation.
29. The successful bidder shall ensure deployment of suitable people from proper background after investigation/verification, collecting proofs of identity, previous work experience, proof of residence and recent photograph and withdraw such employees who are not found suitable by the office for any reason immediately on receipt of such a request.
30. The normal working days per week are 6 days (except 2nd Saturday) and working hours for all the category of personnel shall be as stipulated by DIT on all working days. However, depending upon the urgency of works, the personnel may be required to work late (beyond office hours) or on holidays depending on demands or work.
31. The successful bidder has to indemnify DIT of all labour laws. Any issue arising out of this will have to be handled by the successful bidder.
32. DIT at its sole discretion depending upon the workload may at any point of time extend or curtail the contract or make changes in the requirement of manpower giving 15 days' notice.
33. DIT shall review the performance of the successful bidder annually, shortcomings noticed in the performance shall be submitted to management for suitable action/penalty.

34. Failure by the service provider to comply with any statutory requirements and terms of agreement during the period of contract shall result in termination of the contract and subsequent disqualification for participation in any future tender in DIT. The security deposit will also be forfeited.

35. Successful bidder should guarantee timely payment of monthly salaries to resources deployed under this contract.

36. Place of posting of the hired resources will be DIT, Imphal only.

37. The successful bidder has to enter into Non-Disclosure Agreement (NDA) as per the format specified in Annexure – V. The NDA shall be submitted along with the acceptance of the Service Order.

38. The bidding process is stipulated in the tender document clearly. In case of any clarifications about bidding process/eligibility criteria the bidders may seek clarification by contacting DIT, Imphal or sending an email to dit-mn@nic.in as per the tender notice.

39. Performance Guarantee:

- a) The successful Bidder has to furnish a security deposit so as to guarantee his/her (Bidder) performance of the contract.
- b) The Successful bidder has to submit Performance Bank Guarantee or Performance Security Deposit @ 10% of total order value within 15 days from the date of issue of Work order for the entire project duration. The PBG may be issued by any Nationalized Bank including the Public Sector Bank or Private Sector Bank authorized by RBI or Commercial Bank (operating in India having branch at Imphal) as per Annexure - VII.
- c) The Performance Security shall be payable to the DIT as compensation for any loss resulting from the Vendor's failure to complete its obligations under the Contract.
- d) Performance Security will be discharged by DIT and returned to the Bidder on completion of the bidder's performance obligations under the contract.
- e) No interest shall be payable on the PBG amount. DIT may invoke the above bank guarantee for any kind of recoveries, in case; the recoveries from the bidder exceed the amount payable to the bidder.

40. Payment will be made on quarterly basis only against the raised invoice at the earliest.

41. DIT may extend the contract with the selected bidder on mutually agreed terms and conditions.

42. Arbitration

- i. In the event of dispute and difference arising between Department of Information Technology and Agency, the same shall be discussed in the first instance between the representative of the Agency and DIT.

- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorised signatory of the other party within 21 days of arising of such claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to the Administrative Secretary of DIT within 10 days after the passage of this time. The Administrative Secretary, DIT would appoint the sole Arbitrator / a panel of Arbitrators for the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Administrative Secretary, DIT. The place of arbitration will be Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.

43. Force Majeure

If the performance of any obligation of any of the parties is prevented or restricted or interfered with by reason of fire, explosion, strike, casualty, riots, sabotage, accident, lack or failure of transportation facilities, flood, war, civil commotion, terror attack, lightning, acts of God, any law, order or decree of any government or subdivision thereof or any other cause similar to those above enumerated, beyond the reasonable control of the party, the party so affected shall, upon the giving of prompt notice to the other parties, be excused from performance hereunder to the extent and for the duration of such prevention, restriction or interference.

44. Governing Law

This Agreement and the obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the internal laws of India, without giving effect to the conflict of laws / principles thereof. Any legal dispute arising out of this contract will be settled at Imphal only.

45. Indemnity:

The Service Provider shall keep the Customer fully indemnified against all actions, claims, proceedings, costs, damages and all legal costs or other expenses and losses incurred or suffered by the Customer arising directly or indirectly out of or in relation to:

(a) any breach of any terms of this Agreement (including but not limited to any claim or action by a third party alleging infringement of any intellectual property rights of such third party); or

(b) any claim by third party (including without limitation claims by any employee or agent of the Service Provider or the general public) for any damage, injury, loss or accident sustained in relation to the Service Provider's performance of the Contract, provided such damage, injury, loss or accident is not caused by the gross negligence or willful default of the Service Provider.

Annexure –I

Eligibility Criteria

| SI No. | Eligibility Criteria | Compliance Y/N | Supporting Documents to be selected along with Technical Bid |
|--------|--|----------------|---|
| 1 | The bidder must have office in Imphal or ready to setup office in Imphal. | | Proof of Address or Consent Letter in the letterhead with stamp. |
| 2 | The vendor should be a company registered under Companies Act | | Photo copy of Registration Certificate |
| 3 | The vendors should have an experience for atleast 05 years as on 31 st May, 2018 in software development and maintenance | | Photo copy of Certificate for commencement of business. |
| 4 | The vendor should have a minimum turnover of Rs. 1 (one) crore during each of the last three completed financial years i.e. 2014-15, 2015-16 and 2016-17 | | Self Certified copies of the audited balance sheet and profit & loss statement for the last 3 years completed financial years with adequate sections duly marked. |
| 5 | The vendor has never have been blacklisted/barred/disqualified by regulator/statutory body or any PSU. | | Self-Certification/declaration |
| 6 | The vendor must have a valid GST registration Certificate and Pan Number. | | Copies of the GST Registration Certification , PAN to enclosed |

Date: 2018

Authorised Signatory.

Name :
Designation:
Organisation Seal:

Annexure-II

Technical Bid

| SI No. | Details | Bidders response enclose the proofs |
|--------|--|-------------------------------------|
| 1 | Average annual turnover of bidder in last 3 financial years (FY 2014-15, 2015-16, 2016-17) Less than 6 crore :5 Mark 6 – 10 crore :10 Marks More than 10 crore :15 Marks | 15 |
| 2 | Satisfactory Services Certificate (For developing / maintaining of software online portal for clients). Upto 3 Clients :5 Marks 4 - 7 Clients :10 Marks More than 7 Clients :15 Marks | 15 |
| 3 | The Bidder/ Prime Bidder (in case of Consortium) having experience in outsourcing of IT professionals for IT Support Services in the Government Sector (Government Department/ Autonomous Organization/ Public Sector Undertaking) Upto 3 Clients : 5 Marks 4 - 7 Clients : 10 Marks More than 7 : 15 Marks | 15 |
| 4 | The Bidder/ Prime Bidder having Onsite Software Development Support Service for any of the Department of Government Autonomous Organization/ Public Sector Undertaking) Upto 3 : 5 Marks 4 – 7 : 10 Marks More than 7 : 15 Marks | 15 |
| 5 | Quality of CV and availability of sufficient and capable personnel with the required qualifications, skills and experience as per the scope of work. Post Qualification Degree/Diploma/Professional Certification, if any: (10 Marks Max) ✓ 5 marks per certification Relevant Experience :(10 Marks Max) ✓ 2 mark for each additional year beyond 4 years | 20 |
| 6 | Presentation on Resources Management Strategy | 20 |
| | Total | 100 |

Annexure-III

Technical Bid-CV format of each of the proposed manpower

1. Name:
2. DOB:
3. Address:
4. Contact Details:
5. Qualifications (in reverse order, latest first):

| Sl. No. | Qualification | University/Board | Division | Year of Passing |
|---------|---------------|------------------|----------|-----------------|
| 1 | | | | |
| 2 | | | | |

6. Additional Courses / Certifications (if any):
7. Experience Summary (in reverse order, latest first):

| Sl. No. | Name of Company | Duration (From-To) | Role/ Designation |
|---------|-----------------|--------------------|-------------------|
| | | | |
| | | | |

8. Experience Details:

For every project following needs to be filled

- a. Name of Clients
- b. Name of Project
- c. Role
- d. Technologies used
- e. Work performed
- f. Period (From-To)

Annexure – IV

Financial Bid

Sub: Hiring of Onsite Manpower for Department of Information Technology

Name of the Company:

| Sl. No. | Description | No. of Manpower | Cost per month (in Rs) (A) | No. of Months | Amount (in Rs.) (A) X (B) |
|--------------------|------------------------------------|-----------------|----------------------------|---------------|---------------------------|
| 1 | Administrator (Application Server) | 1 | | 24 | |
| 2 | Administrator (Database Server) | 1 | | | |
| 3 | JAVA Developer | 2 | | | |
| 4 | GST / any applicable taxes | - | | | |
| Grand Total | | | | | |

Note: The quoted price should be inclusive of all applicable taxes.

Annexure- V

Ref. No.

Dated:

NON-DISCLOSURE AGREEMENT

THIS AGREEMENT is valid till two years from the date of work order, and is made by and between DEPARTMENT OF INFORMATION TECHNOLOGY, 4th Floor, Western Block, New Secretariat, Imphal-795001 and M/s.....

Both the parties shall mean and include their successors at Office from time to time, legal representatives, administrators, executors and assigns, etc.

This agreement shall govern the conditions of disclosure by disclosing party to Recipient of certain confidential and proprietary information that is oral, written, or in computer file format. Examples of Confidential Information include the details of beneficiaries, identities of companies, consultants and other service providers used by disclosing party, both foreign and domestic, in connection with disclosing party's business, supplier lists, supplier information, computer databases containing customer, product and vendor information, designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know-how“, new product or new technology information, financial, marketing and sales information and projections, product pricing, profitability, marketing techniques and materials, marketing timetables, strategies and development plans, trade names and trademarks not yet disclosed to the public, business methods and trade secrets, and personnel information.

1. Purpose of Disclosure. Disclosing party is disclosing the Confidential Information to Recipient in order for Recipient to evaluate the possibility of using disclosing party's services like Contact Centers Projects, Business Process Outsourcing covering all different kind of Verticals, Information Technology Services, Back and Transaction Processing Services, Business Analysis, Business Process Re-engineering, Data Analysis, Quality Analysis and the Statutory & Datacom services etc.

2. Confidentiality Obligations of Recipient. Recipient hereby agrees:

(a) Recipient will hold the Confidential Information in complete confidence and not to disclose the Confidential Information to any other person or entity, or otherwise transfer, publish, reveal, or permit access to the Confidential Information without the express prior written consent of Disclosing Party.

(b) Recipient will not copy, photograph, modify, disassemble, reverse engineer, decompile, or in any other manner reproduce the Confidential Information without the express prior written consent of disclosing party. If any Confidential Information is delivered to Recipient in physical form, such as data files or hard copies, recipient will return the Confidential Information, together with any copies thereof, promptly after the purpose for which they were furnished has been accomplished, or upon the request of disclosing party. In addition upon request off disclosing party in writing/email Recipient will destroy materials prepared by Recipient that contain Confidential Information.

(c) Recipient shall use Confidential Information only for the purpose of evaluating Recipient's interest in using disclosing party's services, and for no other purpose. Without limiting the generality of the previous sentence, Recipient specifically agrees not to sell, rent, or otherwise

disclose any of disclosing party's Confidential Information either in full or part to any competitor of disclosing party, nor will Recipient use the Confidential Information to directly or indirectly contact or contract with any of disclosing party's employees, vendors, contractors and agents who carry out or otherwise fulfill the services on behalf of disclosing party (its "Affiliates"). Recipient shall promptly notify disclosing party of any disclosure or use of Confidential Information in violation of this Agreement for which disclosing party shall indemnify the Recipient for that part.

3. Exclusions. None of the following shall be considered to be "Confidential Information":

(a) Information which was in the lawful and unrestricted possession of Recipient prior to its disclosure by disclosing party;

(b) Information which is readily ascertainable from sources of information freely/easily available in the general public;

(c) Information which is obtained by Recipient from a third party who did not derive such information from disclosing party.

4. Remedies. Recipient acknowledges that disclosing party's Confidential

Information has been developed or obtained by the investment of significant time, effort and expense and provides disclosing party with a significant competitive advantage in its business, and that if Recipient breaches its obligations hereunder, disclosing party will suffer immediate, irreparable harm for which monetary damages will provide inadequate compensation. Accordingly, the disclosing party will be entitled, in addition to any other remedies available at law in equity, to injunctive relief to specifically enforce the terms of this Agreement. Recipient agrees to indemnify disclosing party against any losses sustained by disclosing party, including reasonable attorney's fees, by reason of the breach of any provision of this Agreement by Recipient. Recipient further acknowledges that disclosing party's business would be severely hurt if Recipient were to directly contract with its Affiliates without the participation of disclosing party. Therefore, if Recipient directly or indirectly contracts with any of disclosing party's Affiliates whose identity and/or particulars are disclosed to Recipient pursuant to this Agreement (Except Affiliates with whom Recipient had a demonstrable prior existing business relationship). In the event of circumvention, by the Recipient whether directly or indirectly, the disclosing party shall be entitled to a legal monetary penalty award, equal to the maximum consulting service/consulting fee, commission/profit originally expected or contemplated to be realized from such transaction(s). This payment levied against and paid immediately by the party engaged in circumvention and also in addition includes all legal expenses in the recovery of these funds if collected through legal action by either party. This penalty shall not apply when the alleged circumvention does not result in a transaction being concluded. The parties acknowledge it would be extremely difficult or impossible to accurately it would be extremely difficult or impossible to accurately fix the actual damages that disclosing party would suffer in the event of a breach of the aforementioned obligations, and that the liquidated damages provided for herein are a reasonable estimate of disclosing party's actual damages, which shall be fixed by the arbitrator who shall also be in the same business.

5. No Rights Granted to Recipient. Recipient further acknowledges and agrees that the furnishing of Confidential Information to Recipient by disclosing party shall not constitute any grant or license to Recipient under any legal rights now or hereinafter held by disclosing party.

6. Miscellaneous Provisions:

(a) This Agreement sets forth the entire understanding and Agreement between the parties with respect to the subject matter hereof and supersedes all other oral or written representations and understanding. This Agreement may only be amended or modified by a writing signed by both parties.

(b) If any provision of the Agreement is held to be illegal, invalid or unenforceable, the legality, validity and enforceability of the remaining provisions will not be affected or impaired.

(c) This Agreement is binding upon the successors, assigns and legal representatives the parties hereto, and is intended to protect Confidential Information of any successors or assign of disclosing party.

(d) Each Provision of this Agreement is intended to be valid and enforceable to the fullest extent permitted by law. If any provision of this Agreement is determined by any court of competent jurisdiction or arbitrator to be invalid, illegal, or enforceable to any extent, that provision shall, if possible, be construed as though more narrowly drawn, if a narrower construction would avoid such invalidity, illegality, or unenforceability, be served, and the remaining provisions of this Agreement shall remain in effect/force.

(e) The terms and conditions governing the provision of the agreement shall be governed by and construed in accordance with laws of the union of India and shall be subject to the exclusive Jurisdiction of the courts of Imphal.

- i. In the event of dispute and difference arising between Department of Information Technology and Agency, the same shall be discussed in the first instance between the representative of the Agency and DIT.
- ii. If the dispute is not settled amicably, the matter shall be addressed by the aggrieved party to the authorised signatory of the other party within 21 days of arising of such claim. If the issue is not resolved within 30 days of receipt of the claim by the respondent party, the aggrieved party shall refer the claim for arbitration to the Administrative Secretary of DIT within 10 days after the passage of this time. The Administrative Secretary, DIT would appoint the sole Arbitrator / a panel of Arbitrators for the dispute whose decision shall be final and binding on both the parties. Arbitration proceedings will be assumed to have commenced from the day a written and valid demand for arbitration is received by the Administrative Secretary, DIT. The place of arbitration will be Imphal. Wherever applicable, the provisions of the Arbitration and Conciliation Act, 1996 shall apply.
- iii. The arbitral proceedings shall be conducted in English, both parties shall be bound by the award passed and delivered by the arbitral tribunal and shall not attempt to challenge the authenticity of the award, before any authority or courts or any other statutory body.

iv. The venue of arbitration shall be Imphal.

Signed on behalf of
Department of Information Technology
Signature:
Name:
Designation with seal:
Date:

Signed on behalf of
M/s.
Signature:
Name:
Designation with seal:
Date:

Annexure – VI

Tender Acceptance Letter

(To be submitted duly signed format (Scanned Copy) by the authorized Signatory on Company Letter Head)

Date:

**To,
The Director,
Department of Information Technology
4th Floor, Western block
New Secretariat,
Imphal West -795001**

Sub: Acceptance in respect of Terms & Conditions of Tender document for Providing Manpower Ref No: dated.....

Madam,

1. I/We have downloaded/ obtained the tender document(s) for the above mentioned Tender/Work" from the website
2. I/We hereby certify that I/we have read all the terms and conditions mentioned in tender document (including all Annexure(s)/Paragraphs etc.) which shall form part of the contract agreement and I/we shall abide hereby by all the terms & conditions contained therein.
3. The corrigendum(s) issued from time to time by your department/organization too has also been taken into consideration, while submitting this acceptance letter.
4. I/ We hereby unconditionally accept all the terms and conditions of above mentioned tender document and corrigendum(s) as applicable.
5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject my bid including the forfeiture of earnest money deposit.
6. I/ We confirm that our bid shall be valid up to **120** days from the opening of technical bid.
7. I/ We hereby certify that all the statements made and information supplied in the enclosed Annexures /Paragraphs etc. furnished herewith are true and correct.
8. I/ We have furnished all information and details necessary for demonstrating our qualification and have no further prominent information to supply.
9. I/ We understand that you are not bound to accept the lowest or any bid you may receive.
10. I/ We certify / confirm that we comply with the eligibility requirements as per the requirements mentioned in the tender document.

**Seal and Sign of Bidder
Name & Address:**

Annexure – VII

Performance Security
(Bank Guarantee)

(To be stamped in accordance with Stamp Act)

Bank Guarantee No.

Date.....

To

The Director

Department of Information Technology,

Government of Manipur

4th Floor, Western Block New Se retariat

Imphal West - 795001

Dear Madam,

In consideration of Department of Information Technology, Imphal (hereinafter referred to as DIT which expression shall unless repugnant to the context or meaning thereof include its successors, administrators and assigns) having awarded to M/s. with its Registered/Head Office at(hereinafter referred to as the 'Supplier' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a Contract by issue of Letter of Award No..... dated valued at for (Scope of Contract) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to __ percent (__ %) of the said value of the Contract to the DIT.

We (Name and Address) having its Head Office at hereinafter referred to as the 'Bank' which expression shall, unless repugnant to the context or meaning thereof include its successors, administrators, executors and assigns), do hereby guarantee and undertake to pay DIT, on demand any and all monies payable by the Supplier to the extent of as aforesaid at any time up to.....(day/month/year) without any demur, reservation, contest recourse or protest and or without any reference to the Supplier. Any such demand made by DIT on the Bank shall be conclusive and binding notwithstanding any difference between Department of Information Technology and the Supplier or any dispute pending before any Court, Tribunal or any other Authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of DIT and further agrees that the guarantee herein contained shall continue to be enforceable till thirty (30) days after the validity of this guarantee.

DIT shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to extend the time for performance of the Contract by the Supplier. DIT, shall have the fullest liberty, without affecting this guarantee to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Supplier and to exercise the same at any time and any manner, and either to enforce or to forbear to enforce any covenants, contained or implied in the Contract between DIT and the Supplier or any other course of remedy or security available to DIT. The Bank shall not be released of its obligations under these presents by any exercise by DIT of its liberty with reference to the matters aforesaid or any of them or by reason or any other acts of omission or commission on the part of DIT or any other indulgence shown by DIT or by any other matter or thing whatsoever which under the law would but for this provisions have the effect of relieving the Bank.

The Bank also agrees that DIT at its option shall be entitled to enforce this guarantee against

the Bank as a Principal debtor, in the first instance without proceeding against the Supplier and notwithstanding any security or other guarantee that DIT may have in relation to the Supplier's liabilities.

Notwithstanding anything contained herein above our liability under this guarantee is restricted to and shall remain in force up to and including and shall be extended from time to time for such period, as may be desired by M/son whose behalf this guarantee has been given.

All rights of DIT under this guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities there under unless a demand or claim is lodged by DIT under this guarantee against the Bank within thirty (30) days from the above mentioned date or from the extended date.

Dated thisday ofat.....

Witness:

.....
(Signature) (Signature)

.....
(Name) (Name)

.....
(Official Address) (Official Address)

Authorized vide
Power of Attorney No.....
Date.....

Note:

1. Complete mailing address of the Head Office of the bank to be given.
2. The Stamp paper of appropriate value shall be purchased in the name of guarantee issuing Bank or the party on whose behalf the Bank Guarantee is being issued.
