

Request for Proposal
For
Selection of an Agency for Supply of Technical Manpower
For
Implementation & Maintenance of e-Office Application



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 e-tenders under Two Bid Systems (Technical Bid & Commercial Bid) for selection of agency for supply of Technical manpower.

SI 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.	IT-101/2/2021-DITC-DIT
3.	Last date and time for submission of queries.	T+12 Upto noon through Shri Herojit Senjanbam, +91 9774476394, e-mail: herojit.s@nic.in
4.	Tender fee	Rs. 1,000/- (Rupees One Thousand Only)
5.	Physical submission of Tender fee to DIT, Manipur.	Up to 12.00 noon of T+21.
6.	Last date of Online Bid submission of Bids	T+21 at 12.00 Noon
7.	Technical Bid opening Date and Time	T+22 at 01.00 PM
8.	Presentation on Resources Management Strategy.	T+23 at 11.00 AM
9.	Tender documents available and subsequent clarification / modification/ corrigendum , if any	http://manipurtenders.gov.in , http://manipur.gov.in from the date of publishing.
10.	Financial Bid Opening Date and Time	Shall be notified later

An agency 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.

Executive Summary

Department of Information Technology, Government of Manipur in association with NIC, has implemented the e-Office application in the whole of Secretariat including the Hon'ble Chief Minister's Secretariat and in the offices of 16 Deputy Commissioners in the State. The application is running successfully in Secretariat and DC offices, however timely maintenance and update of software patches is required to be done to keep up the quality and SLA of the application. Further, in order to spread the benefit of e-Office throughout the State and to ensure transparent and efficient delivery of Government Schemes and services to all the citizen of the State, Government of Manipur has decided to implement e-offices across the entire Directorates/ Societies/SDOs/DLOs etc.

In order to achieve this noble endeavour and target, there is a requirement of a strong, young, dedicated team of IT professionals who will have to work tirelessly. So, there is a need of a team of Analyst, DBA and network engineers etc. who shall assist the Department in implementation and maintenance of e-Office application across the State.

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 Implementation and maintenance of e-Office application across the State.

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
 - a) Tender Fee of Rs. 1,000/- (Rupees One Thousand 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 will stand rejected.

4. Preparation and Submission of Bid

The bidder is responsible for registration on the e-procurement portal (www.manipurtenders.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-II 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 bidder should be a company registered firm/ MSME or registered company under Indian Companies Act.

3. The bidder should have an experience of at least 3 years as on 31st May' 2021 in IT related projects.
4. The bidder should have a minimum turnover of Rs. 50 (fifty) Lakhs in any of the last three financial years i.e. 2017-18, 2018-19 and 2019-20.
5. The bidder should never have been blacklisted/barred/disqualified by regulator/statutory body or any PSU.
6. The bidder must have a valid GST registration Certificate.

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.

i. 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 III of the RFP.

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 weight age of 70. 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 weight age 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 = $\{\text{Lowest commercial bid/Quote of bidder under consideration}\} * 100$

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	$\{1,00,000/1,20,000\} * 100$	83
Bidder 3	1,00,000	$\{1,00,000/1,00,000\} * 100$	100

Final Score Calculation through QCBS

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

Technical: 70%

Commercial: 30 %

Combined Technical and Financial score = $(0.70 * \text{Technical score}) + (0.30 * \text{Commercial Score})$

Example: (Table D)

Bidders	Technical Score (i)	Financial Score (ii)	Final Score(70:30) iii = (i) + (ii)	Rank of the bidder
Bidder 1	100	77	93.10	H2
Bidder 2	88	83	86.50	H3
Bidder 3	94	100	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.

ii. Scope of Work

The Scope of works is as follows:

- The selected agency shall provide manpower as specified below. The selected Bidder/Agency shall deploy dedicated, well qualified and experienced personnel as per the qualifications, job profile and experience indicated.

SI NO.	Designation/ Role	No. of Manpower	Qualification	Experience
1	System	1	Minimum	Minimum 3 years'

	Administrator		BE/B.Tech /MCA	experience in managing application server in Linux platform.
2	Database Administrator	1	Minimum BE/B.Tech/MCA	Minimum 3 years' experience in Maintenance and managing multiple databases (Postgres, DB2, MySQL) in Linux platform.
3	Application Analyst	6	Minimum BE/B.Tech/MCA	Minimum 2 years' experience in Maintenance and managing of application/online portal.
4	IT Help desk	2	Any graduate with 6 months Computer course	NA
5	District Technical Support	16	Any graduate with 6 months Computer course	Minimum 1year experience in application management

- (ii) The deployed manpower shall take into account the work already done by e-Office Project Management Unit (PMU).
- (iii) The deployed manpower shall be responsible for providing online and handholding support to the e-Office users of the line department as per the guidelines, SOP and instruction lay down by DIT, GoM.
- (iv) The deployed manpower shall perform the role of master trainer of the e-Office application by building up of the skill of the Government official/staffs.
- (v) The deployed manpower shall also visit the Directorates/Societies/SDOs/DLOs etc. for configuration of e-offices, DSC and other related components.
- (vi) Maintenance of parallel setup for development/testrun/UAT for the new development/changes/patches releases PAN India.
- (vii) The place of posting of the deployed manpower shall be office of DIT, GoM and shall report to e-Office Project Management Unit (PMU).

iii. Terms and Conditions

1. The deployed manpower shall be the employees of the successful bidder only and shall take their remuneration/wages from them. The deployed manpower shall have no claim of whatsoever nature including monetary claims or any other claim or benefits from DIT, GoM.
2. DIT, GoM shall be the custodian of the application, source code enhance/developed etc.

3. DIT, GoM shall arrange all the necessary resources including hardware, software, connectivity, working environment, data, payment gateway, and third party web services etc as per the needs of the work.
4. On completing of the selection process, the selected Bidder shall submit the CVs of man powers to be deployed to DIT, GoM for a technical screening. Final decision for manpower to be deployed shall be decided by DIT, GoM from the submitted shortlisted candidature.
5. The successful bidder will be responsible for compliance of all the applicable laws and obligations arising out from the action of deployed manpower.
6. 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.
7. The successful bidder shall undertake to indemnify DIT, GoM for any liability under any law arising out of the engagement of the said manpower.
8. 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.
9. The deployed manpower shall be under the direct control and supervision of DIT, GoM and should comply with the oral and written instructions given on day to day basis, by e-Office PMU.
10. The deployed manpower shall 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 deployed manpower are required to visit outside the jurisdiction of their assigned work place on official purpose, the selected bidders shall arrange / bear the expenses incurred towards travel, boarding, lodging etc. of their employee/s, which shall be reimbursed subsequently by DIT on submission of actual bill/vouchers.
13. The deployed manpower is entitled for a day leave in a month without any salary deduction. DIT shall deduct proportionate amount for each day of absence of the manpower other than the entitled leave while making payment to the successful bidder each month. Beyond one day of paid leave, the deployed manpower should take prior approval of DIT, GoM.
14. The successful bidder shall be responsible for the discipline and conduct of deployed manpower and in case the manpower lacks in discipline and quality of work deteriorates during the course of their service, the successful bidder shall provide replacement immediately within next 7 workings days else penalty would be imposed.
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 manpower 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 shall

- recover such amount from the successful bidder by adjusting the amount payable to them.
16. In case, the deployed manpower 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 comply with Scope of Work & Terms and Conditions of the RFP, 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, GoM reserves the right to abandon or terminate the contract at any time without assigning any reason.
 20. All disputes will be settled only at Imphal.
 21. The period of the contract will be for 2(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 of the deployed manpower for acceptance of employment at agreed wages to DIT, GoM in advance. The ID cards for the employee shall be arranged by the successful bidder and it's mandatory.
 23. The no. of the deployed manpower may be increased or decreased during the contract period based on the work load, however prior notice before 30 days shall be given by DIT, GoM. The cost per manpower shall be calculated based on the financial bid submitted by the successful bidder.
 24. DIT, GoM shall reserve 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).
 25. The deployed manpower shall be available on his/her own direct telephone (office as well as residence) and also on mobile phone 24X7 in all working day as well as holiday.
 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 from 9:00 AM to 5:00 PM. 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. DIT, GoM 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.
32. DIT, GoM shall review the performance of the successful bidder annually; shortcomings noticed in the performance shall be submitted to management for suitable action/penalty.
33. 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.
34. Successful bidder shall guarantee timely payment of monthly salaries to resources deployed under this contract.
35. Place of posting of the deployed resources shall be DIT, Imphal only.
36. The successful bidder has to enter into Non-Disclosure Agreement (NDA) as per the format specified in Annexure – IV. The NDA shall be submitted along with the acceptance of the Service Order.
37. 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 via email to Shri Herojit, Informatics Officer, DIT, herojit.s@nic.in.
38. 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 @ 3% 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 - VI.
 - 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.

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

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

41. 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 (thirty) days of receipt of the claim, the dispute shall be referred to arbitration of a common arbitrator if agreed upon failing which to two Arbitrators, one to be appointed by each party to the dispute and the Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration will be Imphal.

42. 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.

43. Governing Law

This Agreement shall be governed by laws in force in India and any legal dispute arising out of the Agreement shall be settled at Imphal only.

44. 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 wilful 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 bidder should be a company registered firm/ MSME or registered company under Companies Act.		Photo copy of Registration Certificate / Udhog aadhar.
3	The bidder should have an experience for at least 3 years as on 31 st May, 2021 in IT related projects.		Photo copy of Certificate for commencement of business (experience letter/certificate)
4	The bidder should have annual turnover of Rs. 50 lakhs in any of the last 3 financial years (2017-18, 2018-19 and 2019-20)		Self-Certified copies of the audited balance sheet and profit & loss statement in for the last 3 years 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.		Copy of the GST Registration Certification.

Date: 2022

Authorised Signatory.

Name :
Designation:
Organisation Seal:

Annexure - II

Technical Bid

SI No.	Details	Bidders response enclose the proofs
1	Annual turnover of bidder in any of the last 3 financial years (2017-18, 2018-19 and 2019-20). Upto 50 lakhs:5 Mark Greater than 50 lakhs – 70 lakhs :10 Marks More than 70 lakhs :15 Marks	15
2	Satisfactory Services/completion Certificate (IT related projects in private/public sector). At least 1 Clients :3 Marks 2 - 5 Clients :5 Marks More than 5 Clients :10 Marks	10
3	The Bidder having experience (Work Order) in providing IT Support Services (private/public sector) 1 - 5 Clients :5 Marks 6 - 10 Clients :10 Marks More than 10 Clients :15 Marks	15
4	Presentation on Resources Management Strategy	30
Total		70

Annexure – III

Financial Bid

Selection of an Agency for Supplying of Technical Manpower For Implementation & Maintenance of e-Office application

Name of the Company:

Sl. No.	Description	Unit Manpower Cost per month (A)	No of Manpower (B)	Amount (in Rs) (A)X (B)=(C)	Total Amount (in Rs.) (C)X (24)
1	System Administrator		1		
2	Data Administrator		1		
3	Application Analyst		6		
4	IT Help Desk		2		
5	District Technical Support		16		
6	GST / any applicable taxes -				
Grand Total					

Note:

- i. The quoted price should be inclusive of all applicable taxes.
- ii. There should be no cutting/overwriting in the Quotations.
- iii. The no. of the deployed manpower may be increased or decreased during the contract period based on discretion of the Government and the cost per manpower shall be calculated based on the financial bid submitted by the successful bidder.

Annexure - IV

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 XXXXXXXXXXXXXXXXXXXX

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, Source Code, Database Design, Table Structure designs, drawings, specifications, techniques, models, documentation, diagrams, flow charts, research and development process and procedures, „know-how“, new product or new technology information, financial, strategies and development plans, not yet disclosed to the public 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 Centres 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 fulfil 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 (thirty) days of receipt of the claim, the dispute shall be referred to arbitration of a common arbitrator if agreed upon failing which to two Arbitrators, one to be appointed by each party to the dispute and the Arbitration shall be governed by the Arbitration and Conciliation Act, 1996. The place of arbitration will be Imphal.
- 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.

7. Violation Provisions:

(a) In case of violation of the non-disclosure agreement by the selected bidders, official notification should be send to the bidder and on violation of the 3rd notification, the contract will be deemed to be terminated.

(b) This arrangement shall be applicable till the contract period.

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 – V

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 web site
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 – VI

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 Secretariat

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.
