

REQUEST FOR PROPOSAL FOR SELECTION OF AGENCY FOR SUPPLY OF IT MANPOWER

RFP Reference No:F.11(1)/TSCA/S&WSD/2015-16 dated: 09.09.2019

Tripura State Computerisation Agency (TSCA)

A Society under Directorate of Information Technology (DIT)

Govt. of Tripura

IT Bhavan, ITI Road, Indranagar, Agartala, Tripura- 799006

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This RFP document is not an agreement and is not an offer or invitation by TSCA to any parties other than the applicants who are qualified to submit the Bids (“Bidders”). The purpose of this RFP document is to provide bidder with information to assist the formulation of their proposals. This RFP document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this RFP document and where necessary obtain independent advice. TSCA makes no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or completeness of this RFP document. TSCA may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this RFP document.

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1. Section 1

1.1 BID Schedule and Address

S. No	Description	Timeline
1	Name of Project	Request for Proposal for Selection of Agency for supply of IT Manpower.
2	Tender Reference Number	F.11(1)/TSCA/S&WSD/2015-16
3	Date of publishing the RFP	9/09/2019
4	Last date for receiving Bidder's Pre-bid clarifications in writing	16/09/2019 upto 3 PM
5	Date and Time for Pre-bid Meeting	20/09/2019 at 11.30 AM
6	Last date and time for Bid Submission	30/09/2019 upto 3 PM
7	Date and Time of Technical Bid Opening	3/10/2019 at 4 PM
8	Date and time of Commercial Bid Opening	Technically qualified bidders will be notified
9	Name and Address for communication	Member Secretary, Tripura State Computerization Agency(A Society under Directorate of Information Technology, Govt. of Tripura), ITI road, Indranagar, Agartala-799006
10	Bid cost	Nil
11	Bid Security (EMD)	Rs.50,000/- (Rupees Fifty Thousand only)

2 Section 2 – Introduction

2.1 Objective of this RFP

Tripura State Computerisation Agency (TSCA) proposes to hire IT Manpower from reputed agencies for a period of 1 year (extendable for another one year) to support and development web-based projects. This is required to ensure prompt, efficient and seamless service levels. The Bidder should have adequate experience as sought in the RFP to undertake the above-mentioned activities.

2.2 Cost of the RFP

The Bidder may download the RFP free of cost from www.tripuratenders.gov.in or www.dit.tripura.gov.in. The interested bidder shall bear all costs associated with the preparation and submission of its bid and TSCA will, in no case, be held responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

The Bidders can submit the bid response through e-tender portal www.tripura tenders.gov.in only.

2.3 Ownership of this RFP

The content of this RFP is a copyright material of Tripura State Computerisation Agency (TSCA). No part or material of this RFP document should be published on paper or electronic media without the prior written permission from TSCA.

2.4 Due Diligence

The Bidders are expected to examine all instructions, terms and specifications stated in this RFP. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. Failure to furnish all information or submission of a bid not responsive to this RFP will be at the Bidders risk and may result in rejection of the bid. TSCA is not bound to disclose the grounds for rejection of Bid. The decision of the TSCA regarding the final declaration of the successful Bidder shall be final.

The Bidder is requested to carefully examine the RFP documents and the terms and conditions specified therein, and if there appears to be any ambiguity, contradictions, inconsistency, gap and/or discrepancy in the RFP document, Bidder should seek necessary clarifications through Pre-Bid queries.

3 Section 3 – Scope of Work

3.1 Scope of Work for deployed Manpower

SL	Position: Web Developer
1	Website Developer will develop CMS based new websites as per the request of Departments.
2	Convert existing static websites into CMS based websites when required.
3	Changing of design and looks of the websites as per the request of the departments.
4	Resolved the technical issues related to content uploading and help the Content Developer when required.
5	Identify bugs and fix them, trouble shoot and solve any related problems.
6	Help other members and provide the necessary assistance in the up gradation and maintenance of websites.
7	Create, design, test and apply web-based applications
8	Develop, program, test and debug all web-based applications.
9	Creating back up of the websites, source codes, contents etc.
10	Ensure quality of the websites
11	Perform various tests on products and services.
12	Use good programming techniques to ensure a stable web environment.
13	Ensuring the recommended security measures for existing and new websites.

The selected bidder(s) is (are) required to deploy resources as given below:

SI No	Manpower	Number of manpower
1	Web Developer	2

TSCA may increase or decrease strength of the resources depending upon requirement in same financial quote in the agreement period.

Bidders have to pay the selected resources as the below mentioned salary per month.

SI No	Manpower	Fixed Salary of resource per month
1	Web Developer	Rs. 17,424/-

3.2 Profile of Manpower to be deployed

BE/B Tech in Computer Science & Engineering/IT or MCA or BCA. Minimum One year working experience in the field of web development and maintaining. One person should have hands-on experience on Wordpress, Drupal and another person should have hands-on experience on Dot Net Framework/PHP/JAVA.

3.3 Selection of Manpower

The selected agency will submit resumes/ bio-data of prospective Web Developer to TSCA as per the man power minimum eligibility criteria, work experience etc mentioned in this RFP. TSCA may take final interview of the prospective Web Developers among the resume shared by the selected agency and may finalize the Web Developer who will be deputed at TSCA.

The successful bidder(s) shall deploy the resources within 2 weeks of receipt of firm communication in this regard.

4 Section 4 – Eligibility Criteria

4.1 Pre-requisite

The Bidder should possess the requisite experience, resources and capabilities in providing the services necessary to meet the requirements, as described herein. The Bidder should also possess the technical know-how and the financial wherewithal that would be required to complete the scope of work. The Bid must be complete in all respects and should cover the entire scope of work as stipulated in the document. Bidders not meeting the Eligibility Criteria will not be considered for further evaluation.

4.2 Minimum Eligibility Criteria

The invitation to Bid is open to all Bidders who qualify the Minimum Eligibility Criteria as given below:

- i. The bidder must have office in Tripura and shall be in the business of providing manpower to various establishments for at least 3 years (as per company/ firm registration).
- ii. The bidder should have supplied manpower to any Govt. institutions/ Public Sector institutions, MNCs, large corporates etc.
- iii. The bidder should be an Income Tax Assesses, having filed Income Tax Returns for the last three financial years.
- iv. The bidder should submit copy of GST and PAN.
- v. The bidder has not been blacklisted by any Central / State Government institution or any other private agency (self-declaration to be submitted).
- vi. The bidder should have average turnover of Rs 20 Laks in the last three financial year (2018-2019, 2017-2018, 2014-2017).
- vii. The bidder should upload signed copy of DNIT in the portal.

Failure to provide the desired information and documents will lead to disqualification of the Bidder.

5 Section 5 – Instruction to Bidders

5.1 RFP

RFP shall mean Request for Proposal. Bid, Tender and RFP are used to mean the same.

The Bidder is expected to examine all instructions, forms, Terms and Conditions and technical specifications in the Bidding Document. Submission of a Bid not responsive to the Bidding Document in every respect will be at the Bidder's risk and may result in the rejection of its Bid without any further reference to the Bidder.

5.2 Clarifications of Bidding Documents:

A prospective Bidder requiring any clarification of the Bidding Documents may notify TSCA by email any time prior to the deadline for receiving such queries as mentioned in Section 1. The replies/clarifications will be uploaded on www.tripuratenders.gov.in.

Bidders should submit the queries only in the format given below:

SI No	Page No	Clause No	Description	Clarification sought	Additional remarks

5.3 Amendment of Bidding Documents

At any time prior to the deadline for submission of Bids, TSCA may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, amend the Bidding Documents.

Amendments will be provided in the form of Addenda/ Corrigenda to the Bidding Documents, which will be published on e-tender portal. Addenda / Corrigenda will be binding on Bidders. It will be assumed that the amendments contained in such Addenda/ Corrigenda had been taken into account by the Bidder in its Bid.

In order to afford Bidders reasonable time in which to take the amendment into account in preparing their bids, TSCA may, at its discretion, extend the deadline for submission of the Bids, in which case, the extended deadline will be published on e-tender portal.

From the date of issue, the Addenda / Corrigenda to the tender shall be deemed to form an integral part of the RFP.

5.4 Bid Price

Prices would be inclusive of all taxes, duties levies, GST and fees whatsoever. Other than the fixed salary of the resources, all other cost will be clubbed together as 'Agency Charges' and should be shown separately in the Price Schedule (BoQ- Bill of Quantity).

5.5 Earnest Money Deposit (EMD) /Bid Security

Earnest Money Deposit (EMD) of Rs 50,000/- (Rupees Fifty Thousand only) is to be paid electronically over the Online Payment facility provided in the Portal, **any time after Bid Submission Start Date & before Bid Submission End Date**, using either of the supported Payment Mode like Net Banking/ Debit Card/ Credit Card.

5.6 Return of EMD

EMD of L1 and L2 bidders will be retained by the Tender Inviting Authority (TIA). Other bidders EMD will be returned automatically by the portal in their bank Account. EMD belonging to the 2nd lowest bidder will be **refunded online in his bank account** after "Award of Contract" is executed in the portal with the L1 bidder.

5.7 Forfeiture of EMD

The EMD made by the bidder will be forfeited if:

- The Bidder withdraws his Bid before opening of the Bids.
- The Bidder withdraws his Bid after opening of the Bids but before Notification of Award.
- Failure to accept the order by the Selected Bidder within 14 days from the date of receipt of the Notification of Award makes the EMD liable for forfeiture at the discretion of TSCA. However TSCA reserves its right to consider at its sole discretion the late acceptance of the order by selected Bidder.

If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the Bidder turns out to be incorrect and/or conceals or suppresses material information.

5.8 Period of Validity of Bids

Bids shall remain valid for a period of 180 days after the date of bid opening or as may be extended from time to time. TSCA holds the right to reject a bid valid for a period shorter than 180 days as non-responsive, without any correspondence.

5.9 Extension of Period of Validity

In exceptional circumstances, prior to expiry of the bid validity period, TSCA may request the Bidders consent to an extension of the validity period. The request and response shall be made in writing. Extension of validity period by the Bidder should be unconditional and irrevocable. The EMD provided shall also be suitably extended. A Bidder may refuse the request without forfeiting the bid Security.

5.10 Procedure for submission of bids

The Bid shall be submitted in 4 (Four) parts, post registration in the <http://www.tripura tenders.gov.in>, as under:

PART-I:

EMD are to be paid electronically over the online Payment mode provided in the Portal.

PART-II: Pre-Qualification Documents.

The Tender document shall be downloaded by the Bidder, digitally signed and upload the same for submission of “Pre-Qualification” during actual bidding session, which will be regarded as equivalent to signing all pages of the Tender Document.

All documents to be submitted for Pre-qualification as mentioned in the DNIT, are free-format except “Bill of Quantity (BoQ)” which is in xls format for financial bid.

For all the free-format documents, Bidder is expected to scan the relevant documents into PDF format (in 100 dpi scan resolution).

PART-III:

TECHNICAL BID: All relevant document as per the technical qualifying marks as mentioned in Annexure IV.

PART-IV: Financial Bid.

Financial Bid will be considered for evaluation for those Bidders who have cleared the Part-II & Part-III.

N.B.: Hard copy of Prequalification documents and Technical Bid document are not required to be submitted by the bidder.

No tender will be considered which is not as per the printed/typed form. The bidders should ensure that each page of the tender is signed by the person authorized to sign the tender document, affixing the seal of the Bidder.

All entries in the tender forms should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No corrections including overwriting or striking out will be permitted in the Bid document. In such cases, the tender shall be summarily rejected.

No modification or substitution of the submitted bids shall be allowed. The Bids shall be opened on the scheduled date and time at Tripura State Computerisation Agency, IT Bhavan, ITI Road, Indranagar, Agartala, Tripura, PIN – 799006 in the presence of the representatives of the bidders, if any, who are present on the spot at that time. No separate intimation shall be sent to bidders for the same.

The bidders are required to upload photocopies of the supporting documents, self-certified by the authorized representative of the bidder on the e-Tender website.

A bid submitted without the EMD and incomplete or conditional bids shall not be considered and the same will be rejected.

There should be no cutting/overwriting in the Tenders/Quotations.

The TSCA reserves the right to accept or reject any Tender / Quotation in full or in part in case of incomplete quotations and also without assigning any reason thereof. In case of any dispute, decision of the TSCA will be final and binding.

The TSCA reserves the right to retain bids once submitted.

5.11 Bid Currency

All prices shall be expressed in Indian Rupees only.

5.12 Bid Language

The Bid shall be in English Language.

5.13 Rejection of Bid

The Bid is liable to be rejected if:

1. The document does not bear signature of authorized person.
2. It is received through Fax/E-mail.
3. It is received after expiry of the due date and time stipulated for Bid submission.
4. Incomplete/incorrect Bids, including non-submission or non-furnishing of requisite documents / Conditional Bids / Bids not conforming to the terms and conditions stipulated in this Request for Proposal are liable for rejection by TSCA.

5.14 Deadline for Submission

The last date of submission of bids is given in Section1, unless amended by TSCA through e-tender portal.

5.15 Extension of Deadline for submission of Bid

TSCA may, at its discretion, extend this deadline for submission of bids by amending the Bidding Documents which will be intimated through e-tender portal, in which case all rights and obligations of TSCA and Bidders will thereafter be subject to the deadline as extended.

5.16 Modifications and Withdrawal of Bids

- Bids once submitted will be treated, as final and no further correspondence will be entertained on this.

- Once submitted, bid can be modified before the deadline for submission of bids through e-tender portal.

5.17 Right to Reject, Accept/Cancel the bid:

TSCA reserves the right to accept or reject, in full or in part, any or all the offers without assigning any reason whatsoever.

TSCA does not bind itself to accept the lowest or any Bid and reserves the right to reject all or any Bid or cancel the RFP without assigning any reason whatsoever. TSCA also has the right to re-issue the RFP without the Vendors having the right to object to such re-issue.

5.18 Contacting TSCA

From the time of Bid opening to the time of Work Order award, if any Bidder wishes to contact TSCA for seeking any clarification any matter related to the Bid, it should do so in writing by seeking such clarifications from an authorized person. Any attempt to contact TSCA with a view to canvas for a Bid or put any pressure on any official of the TSCA may entail disqualification of the concerned Bidder or his/her Bid.

6 Section 6 – Bid Opening

6.1 Opening of Bids

Bids will be opened in 2 phases:

Stage 1 –In the first phase the Eligibility Criteria bids and the Technical Bids.

Stage 2 –In the second phase the Commercial Bids will be opened.

6.2 Opening of Minimum Eligibility Criteria Bids and Technical Bids

- TSCA will open Technical bids in the presence of Bidders representative(s) who choose to be present on the date, time and address mentioned in Section 1 or as amended by TSCA from time to time.
- The representatives of the Bidders have to produce an authorization letter from the Bidders by way of letter or email to represent them at the time of opening of Eligibility bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the TSCA.
- The Bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TSCA, the bids shall be opened at the appointed time and place on next working day.

6.3 Opening of Commercial Bids

- Only those Bids that are technically qualified will be eligible for opening of commercial bids and will be intimated the date, time and address for opening of Commercial Bids.
- The representatives of the Bidders have to produce an authorization letter from the Bidder/ Identity Cards to represent them at the time of opening of Commercial bids. Only one representative will be allowed to represent each Bidder. In case the Bidders representatives are not present at the time of opening of bids, the bids will still be opened at the scheduled time at the sole discretion of the TSCA.
- The bidders representatives who are present shall sign the register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for TSCA, the bids shall be opened at the appointed time and place on next working day.

7 Section 7 – Bid Evaluation

7.1 Preliminary Examination of Technical Bids

- TSCA will examine the Bids to determine whether they are complete, whether required information have been provided as underlined in the Bid document, whether the documents have been properly signed, and whether Bids are generally in order.
- Eligibility and compliance to all the forms and Annexure would be the first level of evaluation. Only those Bids which comply to the minimum eligibility criteria will be taken up for further technical evaluation.
- TSCA may waive any minor informality, non-conformity or irregularity in a bid that does not constitute a material deviation provided such waiver does not prejudice or affect the relative ranking of any Bidder.
- If a Bid is not substantially responsive, it will be rejected by TSCA and may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- TSCA may interact with the Customer references submitted by Bidder, if required.

7.2 Evaluation of Technical Bids

The Technical Evaluation will be based on the following broad parameters:

- Compliance to Technical Requirement stipulated in the RFP, duly supported by documentary evidence will be evaluated in detail.
- Written reply, if any, submitted in response to the clarification sought by TSCA, if any, will be reviewed.
- TSCA may interact with the Customers, whose references have been submitted by the Bidder, if required.
- TSCA will give mark to technical bid submitted by the bidder as per the technical evaluation marking given at Annexure - III.
- Bidder scoring 70 or more will be declared as Technically qualified.

7.3 Evaluation of Commercial Bids

Commercial bids of only the technically qualified (minimum technical qualifying mark is 70) short-listed bidders will be opened. Arithmetic errors in the Bids submitted shall be treated as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern;
- The bidder is required to quote the service charges (inclusive of all taxes etc) in percentage terms for the fixed salary mentioned in the RFP.
- The technically qualified bidder who quoted lowest percentage in the financial bid Bill of Quantity (BoQ) will be treated as L1 bidder and may awarded the work order.
- **If any bidder is quoting abnormally too low or too high percentage as financial quote, may have to justify the same to TSCA if TSCA desires.**

8 Section 8 – Terms and Conditions

8.1 Notification of Award/ Work Order

After selection of the L1 bidder and after obtaining internal approvals and prior to expiration of the period of Bid validity, TSCA will send Letter of Intent to the selected Bidder. The Work Order would be issued to the selected vendor after finalizing the cost of all the resources to be deployed by the respective vendor.

8.2 Term of the Order

The term of the Work Order would be 1 year and extendable up to another by 1 year. Within 30 days of receipt of the Work Order, the successful Bidder shall deploy the required man power.

8.3 Acceptance of the Work Order

- Within 5 days of receipt of the Letter of Intent the successful Bidder shall send the acceptance.
- Failure of the successful Bidder to comply with the above requirement shall constitute sufficient grounds for the annulment of the award.

8.4 Performance Security Deposit

The successful bidder's EMD will be converted as Performance Security Deposit for the entire agreement period. Other bidder's EMD will be refunded after issuance of work order to the selected bidder.

8.5 Taxes and Duties

All taxes deductible at source, if any, at the time of release of payments, shall be deducted at source as per prevailing rates while making any payment.

8.6 Penalty for default in delivery

If the Bidder does not deploy the resources, as per the agreed scope of services with TSCA or such authorized extension of delivery period as may be permitted in writing by TSCA, TSCA shall impose a penalty as given below:

- i.** Non deployment of resources as above at IT Bhavan, ITI Road, Indranagar, Agartala-799006 ,- at the rate of 0.5% of the total Work Order value for each week's delay beyond the stipulated delivery period subject to a maximum of 5%.
- ii.** In case the delay exceeds 10 days from the close of the stipulated delivery period of RFP, TSCA reserves the right to cancel the order without prejudice to other remedies available to TSCA.
- iii.** Without any prejudice to TSCA's other rights under the Applicable Law, TSCA may recover the liquidated damages, if any, accruing to TSCA, as above, from any amount payable to the bidder, as per this Agreement.

8.7 Price

There shall be no increase in price for any reason whatsoever during the contract period i.e. initial one year and extendable period of one year from the date of acceptance of the Work Order.

8.8 Repeat Order

TSCA has the right to place repeat order with the selected agency for additional resources at the unit rates in respect of the category of resource, finalized as per the terms of the RFP, during the term of the Work Order / Contract.

8.9 Payment Terms

Payment shall be released against monthly invoice submitted in arrears for the actual number of days the resources were present, suitably attested by TSCA officials. Bidder has to submit

declaration every month, along with the Invoice, to the effect that the salaries have been paid to the resources as mentioned in the RFP.

There shall be no increase in price for any reason whatsoever during the entire period of the contract.

8.10 Confidentiality

The Bidder shall treat the details of the documents as secret and confidential. The Successful Bidder shall execute separate NDA on the lines of the draft provided in the Annexure hereof.

In the event of disclosure of Confidential Information to a third party in default of the provisions of this Clause, the defaulting party shall use all reasonable endeavors to assist the supplying party in recovering and preventing such third party from using, selling or otherwise disseminating of such information.

The Parties obligations under this Section shall extend to the non-publicizing of any dispute arising out of this Agreement.

In the event of termination of this Agreement, upon written request of the disclosing Party, the receiving Party shall immediately return the disclosing Party's Confidential Information, or at the disclosing Party's option destroy any remaining Confidential Information and certify that such destruction has taken place.

8.11 Indemnity

The bidder shall indemnify, protect and save TSCA and hold TSCA harmless from and against all claims, losses, costs, damages, expenses, action suits and other proceedings, (including reasonable attorney fees), relating to or resulting from any act or omission or negligence or misconduct of the bidder and its employees and representatives, breach of the terms and conditions of the agreement or work order, false statement by the bidder, employment claims of employees of the bidder, third party claims arising due to infringement of intellectual property rights, death or personal injury attributable to acts or omission of bidder, violation of statutory and regulatory provisions including labour laws, laws related to information technology and intellectual property rights, breach of confidentiality obligations, breach of warranty.

Indemnity would be limited to court or arbitration awarded damages and shall exclude indirect, consequential and incidental damages and compensation. However, in case of damages, loss or liabilities suffered by TSCA arising out of claims made by its customers and/or regulatory authorities, indemnity would be unlimited.

8.12 Accounting, Inspection and Auditing

The Bidder shall

- Keep accurate and systematic account and record in respect of the services to be rendered, with internationally accepted accounting principles and in such form and detail as will clearly identify all relevant time changes and costs, and the bases thereof, and
- Periodically permit TSCA or its designated representative up to two years from the expiration or termination of the contract, to inspect the same and make copies thereof as well as to have them audited by auditors appointed by TSCA.

8.13 Exit option and contract re-negotiation

- TSCA reserves its right to cancel the order in the event of happening of one or more of the situations as mentioned in the "Order Cancellation" clause.
- Notwithstanding the existence of a dispute, and/or the commencement of arbitration proceedings, the Bidder should continue to provide the facilities to TSCA at the site.
- Reverse transition mechanism would be activated in the event of cancellation of the contract or exit by the parties prior to expiry of the contract. The Bidder should perform a reverse

transition mechanism to TSCA or its selected vendor. The reverse transition mechanism would facilitate an orderly transfer of services to TSCA or to an alternative 3rd party / vendor nominated by TSCA. Where TSCA elects to transfer the responsibility for service delivery to a number of vendors, TSCA will nominate a service provider who will be responsible for all dealings with the Bidder regarding the delivery of the reverse transition services.

8.14 Bidders Liability

The selected Bidder will be liable for all the deliverables.

The Bidder's aggregate liability in connection with obligations undertaken under the work order, regardless of the form or nature of the action giving rise to such liability (whether in contract, tort or otherwise), shall be at actual and limited to the value of the contract/ work order.

The Bidder's liability in case of claims against TSCA resulting from gross misconduct or gross negligence of the Bidder, its employees, contractors, and subcontractors or from infringement of patents, trademarks, copyrights or such other Intellectual Property Rights or breach of confidentiality obligations shall be unlimited.

8.15 Order Cancellation

TSCA reserves its right to cancel the order in the event of one or more of the following situations, that are not occasioned due to reasons solely and directly attributable to TSCA alone;

- Delay in deployment of resources beyond the specified period as set out in the Work Order before acceptance of the product; or,
- Serious discrepancy in the quality of service expected during deployment of resources.
- If a Bidder makes any statement or encloses any form which turns out to be false, incorrect and/or misleading or information submitted by the bidder turns out to be incorrect and/or conceals or suppresses material information.

In case of order cancellation before acceptance of the service, any payment made by TSCA to the Bidder for the particular product and service would necessarily have to be returned to TSCA, at the option of TSCA, with interest @ 15% per annum from the date of each such payment. Further the Bidder would also be required to compensate TSCA for any direct loss incurred by TSCA due to the cancellation of the Work Order and any additional expenditure to be incurred by TSCA to appoint any other Bidder. This is after repaying the original amount paid.

8.16 Termination of Contract

For Convenience: TSCA by written notice sent to Bidder may terminate the contract in whole or in part at any time for its convenience giving three (3) months prior notice. The notice of termination shall specify that the termination is for convenience the extent to which Bidder's performance under the contract is terminated and the date upon which such termination become effective. TSCA may consider request of the bidder for pro-rata payment till the date of termination.

For Insolvency: TSCA at any time may terminate the contract by giving written notice to Bidder, if Bidder becomes bankrupt or insolvent. In this event, termination will be without compensation to Bidder, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to TSCA.

For Non-Performance: TSCA reserves its right to terminate the contract in the event of Bidder's repeated failures (say more than 3 occasions) in a calendar year to maintain the service level prescribed by TSCA.

8.17 Effect of Termination

- The Bidder agrees that it shall not be relieved of its obligations under the reverse transition mechanism notwithstanding the termination of the assignment.

- Same terms (including payment terms) which were applicable during the term of the contract should be applicable for reverse transition services
- The Bidder agrees that after completion of the Term or upon earlier termination of the assignment the Bidder shall, if required by TSCA, continue to provide facility to TSCA at no less favorable terms than those contained in this RFP. In case TSCA wants to continue with the Bidder's facility after the completion of this contract then the Bidder shall offer the same terms to TSCA.
- TSCA shall make such prorated payment for services rendered by the Bidder and accepted by TSCA at the sole discretion of TSCA in the event of termination, provided that the Bidder is in compliance with its obligations till such date. However, no payment for "costs incurred, or irrevocably committed to, up to the effective date of such termination" will be admissible. There shall be no termination compensation payable to the Bidder.
- TSCA may make payments of undisputed amounts to the Bidder for services rendered till the effective date of termination. Termination shall be without prejudice to any other rights or remedies a party may be entitled to hereunder or at law and shall not affect any accrued rights or liabilities or either party nor the coming into force or continuation in force of any provision here of which is expressly intended to come into force or continue in force on or after such termination.
- Upon cancellation of contract/completion of period of service, the Bidder should do peaceful handover of the legal possession of all the assets provided and obtain discharge from TSCA. TSCA also reserves the right to assign or allot or award the contract to any third party upon cancellation of the availed services.

8.18 Force Majeure

If either party is prevented, restricted, delayed or interfered by reason of: a) Fire, explosion, cyclone, floods, droughts, earthquakes, epidemics; b) War, revolution, acts of public enemies, blockage or embargo, riots and civil commotion; c) Any law, order, proclamation, ordinance or requirements of any Government or authority or representative of any such Government, including restrictive trade practices or regulations; d) Strikes, shutdowns or labour disputes which are not instigated for the purpose of avoiding obligations herein; Or e) Any other circumstances beyond the control of the party affected; then notwithstanding anything here before contained, the party affected shall be excused from its performance to the extent such performance relates to prevention, restriction, delay or interference and provided the party so affected used its best efforts to remove such cause of non-performances, and when removed the party shall continue performance with the utmost dispatch.

Each of the parties agrees to give written notice forthwith to the other upon becoming aware of an Event of Force Majeure, the said notice to contain details of the circumstances giving rise to the Event of Force Majeure. If the Event of Force Majeure shall continue for more than twenty (20) days either party shall be entitled to terminate the Agreement at any time thereafter without notice.

Notwithstanding the provisions of the Statement of Work (SoW), the successful bidder or TSCA shall not be liable for penalty or termination for default if and to the extent that it's delay in performance or other failure to perform its obligations under the contract is the result of Force Majeure. For purposes of this clause, "Force Majeure" means an event beyond the control of the successful bidder and not involving TSCA or the successful bidder's fault or negligence and not foreseeable. Such events may include, but not restricted to wars, revolutions, epidemics, natural disasters etc.

If force majeure situation arises, the successful bidder shall promptly notify TSCA in writing of such condition and cause thereof. Unless otherwise directed by TSCA in writing, the successful shall continue to perform its obligations under contract as far as possible.

Neither party shall have any liability to the other in respect of the termination of this Agreement as a result of an Event of Force Majeure.

8.19 Resolution of Disputes

All disputes or differences arising out of or in connection with the Contract between TSCA and the Bidder shall be settled amicably through good-faith negotiation between senior management of both parties. If, however, the parties are not able to resolve them, the same shall be settled by Arbitration in accordance with the applicable Indian Laws, and the award made in pursuance thereof shall be binding on the parties. Any appeal shall be subject to the exclusive jurisdiction of courts at Agartala, Tripura. The Governing Law is of India.

TSCA and the Bidder shall make every effort to resolve amicably by direct informal negotiation, any disagreement or dispute arising between them under or in connection with the Contract/ Work Order. If, TSCA and the Bidder have been unable to resolve amicably a Contract dispute even after a reasonably long period, either party may require that the dispute be referred for resolution to the formal mechanisms specified herein below. These mechanisms may include, but are not restricted to, conciliation mediated by a third party and/or adjudication in an agreed national forum.

8.20 Compliance with Applicable Laws of India

The Bidder shall undertake to observe, adhere to, abide by, comply with and notify TSCA about all laws in force or as are or as made applicable in future, pertaining to or applicable to them, their business, their employees or their obligations towards them and all purposes of this Contract and shall indemnify, keep indemnified, hold harmless, defend and protect TSCA/officers/staff/personnel/representatives/agents from any failure or omission on its part to do so and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from.

The Bidder shall promptly and timely obtain all such consents, permissions, approvals, licenses, etc., as may be necessary or required for any of the purposes of this project or for the conduct of their own business under any applicable Law, Government Regulation/Guidelines and shall keep the same valid and in force during the term of the project, and in the event of any failure or omission to do so, shall indemnify, keep indemnified, hold harmless, defend, protect and fully compensate TSCA and its employees/officers/staff/personnel/representatives/ agents from and against all claims or demands of liability and all consequences that may occur or arise for any default or failure on its part to conform or comply with the above and all other statutory obligations arising there from and TSCA will give notice of any such claim or demand of liability within reasonable time to the Bidder.

8.21 Legal Compliances

The Bidder confirms to TSCA that its personnel/employees/staff are covered under the provision of various Acts enacted for the protection and benefits of workmen /employees/staff or otherwise such as Employees State Insurance Act and Employees Provident Fund Miscellaneous Provision Act etc. and such other Acts like Profession Tax Act etc. as applicable and that Bidder is duly registered under the provisions of the said Acts and is complying with the provisions of the Acts.

The Bidder shall allow TSCA as well as regulatory authorities to verify books in so far as they relate to compliance with the provisions of these Acts and shall provide on demand by TSCA & regulatory authorities such documentary proof as may be necessary to confirm compliance in this regard. TSCA shall not be responsible in any event to the employees of Bidder for any of their outstanding claims or liability in that regard. TSCA shall not be responsible for any claim or demand made by such personnel for their dues outstanding against Bidder.

8.22 Replacement of Resource(s)

TSCA shall consider at its sole judgment that the Resource(s) provided by Bidder as unsuitable for the job for whatsoever reason, TSCA shall have the option either (1) to terminate the Work Order in part or as a whole or (2) to request Bidder for prompt replacement within 15 days at its cost.

In case any key resource wants to leave from service then Bidder shall take proper handover from the candidate before leaving the job so that TSCA operations shall not be affected.

8.23 Intellectual Property Rights

All rights, title and interest of TSCA in and to the trade names, trademark, service marks, logos, products, copy rights and other intellectual property rights shall remain the exclusive property of TSCA and Bidder shall not be entitled to use the same without the express prior written consent of TSCA. Nothing in contract including any discoveries, improvements or inventions made upon with/by the use of the Bidder or its respectively employed resources pursuant to contract shall neither vest nor shall be construed so that to vest any proprietary rights to the Bidder. Notwithstanding, anything contained in Contract, this clause shall survive indefinitely, even after termination of this Work Order.

8.24 Facilities provided by TSCA

TSCA shall provide seats, with required facilities like internet, intranet & LAN Connectivity free of cost for official work. These facilities shall not be used for any personal use. In case of any misuse of the facilities, penalty as deemed fit shall be imposed and recovered from the pending bills of Bidder.

In the event the resources are required to work from another location as per the requirements of TSCA, necessary travel and other costs, as mutually agreed, would be paid by TSCA.

8.25 No Damage of TSCA Property

Bidder shall ensure that there is no loss or damage to the property of TSCA while executing the Contract. In case, it is found that there is any such loss/damage due to direct negligence/non-performance of duty by any personnel, the amount of loss/damage so fixed by TSCA shall be recovered from Bidder.

8.26 Fraudulent and Corrupt Practice

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of the project and includes collusive practice among Bidder’s (prior to or after Bid submission) designed to establish Bid prices at artificial non-competitive levels and to deprive the TSCA of the benefits of free and open competition.

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value, pressurizing to influence the action of a public official in the process of project execution.

TSCA will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, the project.

8.27 Governing Language

All correspondences and other documents pertaining to this Agreement shall be in English only.

8.28 Addresses for Notices

The Member Secretary

Tripura State Computerisation Agency (TSCA)

A Society Under Directorate of Information Technology (DIT),

Govt. of Tripura

IT Bhavan, ITI Road, Indranagar, Agartala-799006

9 Section 10 - Annexures

9.1 Annexure-I: Bid Offer Form

(Bidder's Letter Head)

BID OFFER FORM

Date:

To

The Member Secretary,

Tripura State Computerisation Agency (TSCA),

A Society Under Directorate of Information Technology (DIT),

Govt. of Tripura,

IT Bhavan, ITI Road, Indranagar, Agartala-799006.

Subject: RFP No. F.11(1)/TSCA/S&WSD/2015-16 dated: 04.09.2019 for "Selection of Agency for supply of IT Manpower."

Dear Sir,

We have examined the above referred RFP document. As per the terms and conditions specified in the RFP document, and in accordance with the schedule of prices indicated in the commercial bid and made part of this offer.

We acknowledge having received and studied all the following addenda / corrigenda to the RFP document.

While submitting this bid, we certify that:

1. Prices have been quoted in INR.
2. The prices in the bid have not been disclosed and will not be disclosed to any other bidder of this RFP.
3. We have not induced nor attempted to induce any other bidder to submit or not submit a bid for restricting competition.
4. We agree that the rates / quotes, terms and conditions furnished in this RFP are for TSCA.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Company/Firm:

Address

9.2 Annexure II: Documents to be uploaded (Min Eligibility)

SL	Criteria	Documents to be uploaded
1	Existence of bidder	Company/firm registration
2	Work experience	Work order/ work completion certificates
3	Income Tax	IT Return of last three financial year
4	Non-Blacklisting	Declaration of non-blacklisting as on RFP publication date
5	GST	GST registration copy
6	Turn over	Balance sheet of last three financial year or consolidated certificate of auditor for 3 years
7	PAN	Copy of PAN
8	DNIT	Signed copy of DNIT

9.3 Annexure III: Technical Bid Marking criteria

Sl.	Criteria	Max Marks	Sub-Head
1	Average annual turnover for last 3 FY (i.e. FY 18-19,17-18,16-17)	10	More than 20 Lakh but less than but less than 40 lakh = 7 marks, More than 40 Lakh = 10
2	Experience in providing Manpower services	20	1 to 3 work experience = 14 marks More than 3 work experience = 20 marks
3	As per Company registration certificate, existence of company in years (Prime/Lead Bidder only)	10	More than 3 but less than 5 = 7 marks, More than 5 = 10 marks
4	Satisfactory certificates from clients	20	From 2 clients= 10 marks, From more than 2 but less than 5 clients = 15 marks, From more than 5 clients = 20 marks
6	Work experience in Software development	20	1 to 3 work experience = 14 marks More than 3 work experience = 20 marks
7	ISO certificate	10	If yes = 10 marks, no = 0
8	Patent in Software products	10	1 patent = 7 marks 2 or more patents = 10 marks