

REQUEST FOR PROPOSAL FOR OUTSOURCING OF TECHNICAL MANPOWER
SERVICES ON CONTRACT BASIS

Sealed tenders in the prescribed formats are invited from agencies engaged in Software Development and onsite commissioning of software professionals for support services for providing 5(Five) nos. of contractual manpower to be hired for project needs for posting in Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim . The details RFP document can be downloaded only from www.sikkimtax.gov.in under latest news.

Further agencies/companies are requested to kindly provide the details of company after downloading the RFP document on the following email id gositct@yahoo.com failing which the bids would be rejected. For clarification may kindly write to us at gositct@yahoo.com

Spl. Commissioner

Commercial Taxes Division



**Commercial Tax Division, Finance, Revenue & Expenditure
Department,
Government of Sikkim**

(Reference Number: No: 575/CTD/2015-16)

**REQUEST FOR PROPOSAL FOR OUTSOURCING OF TECHNICAL MANPOWER
SERVICES ON CONTRACT BASIS**

Sealed tenders in the prescribed formats are invited from agencies engaged in Software Development and onsite commissioning of software professionals for support services for providing 5(Five) nos. of contractual manpower viz. Senior Project Manager–cum-Tech Lead, Senior Software Developer–cum-Database Administrator, Senior Developer (Advanced Java), Senior Developer (PHP with Stack) and Technical Writer one each on contract basis to be hired for project needs for posting in Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim . The Service Providers should have sufficient experience of providing onsite support services to various Government Departments or Public Sector Undertakings or Autonomous Organizations of Govt. of India and atleast one Department of Government of Sikkim.

Bidder agencies are advised to study this RFP document carefully before submitting their proposals in response to the RFP Notice. Submission of a proposal in response to this notice shall be deemed to have been done after careful study and examination of this document with full understanding of its terms, conditions and implications.

Critical Information

Sl. No	Information	Details
1.	Bid Inviting Authority	Special Commissioner, Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim
2.	Bid Reference No and Date	575/CTD/2015-16 dated 05/10/2015
3.	Place of Execution	Sikkim, Gangtok
4.	Cost of RFP Document	Rs. 10,000 (Rupees Ten Thousand only) in the form of DD in the name of Spl. Commissioner, CTD payable at Gangtok to be submitted along with bid document.
5.	Date of Submission	30 th of October 2015 by 1:00 PM
6.	Place, Date and Time of Opening Of Bids	Place: Office of the Special Commissioner, Commercial Tax Division, Finance, Revenue & Expenditure Department, Gangtok, Sikkim- 737101, Date: 30/10/2015 Time: 02:00 pm

Other Important Information related to Bid

Sl. No	Item	Details
1.	Earnest Money Deposit (EMD) in the form of a Demand Draft	Rs. 2,00,000/- (Rupees Two Lakhs only)
2.	Bid Validity Period	120 Days from the last date
3.	Deadline / last date for furnishing performance security	Within Fifteen (15) working days of the date of notice of award of the contract or prior to signing of the contract whichever is Earlier
4.	Performance security value (Performance Bank Guarantee)	15% of Contract Value
5.	Performance security validity period	Execution of Contract Period
6.	Deadline / last date for signing	Within 15 working days of notice of awarding

Pre-qualification criterion

This section gives the details of the evaluation criterion for the pre-qualification stage as well as the details which the bidder should provide as part of his bid document. To qualify for submission of the bid, bidders should meet all the following **pre-qualification criteria**.

The pre-qualification bid document should be accompanied by the following documents:

- The bid shall be enclosed in a separate sealed folder clearly marked pre-qualification bid as explained in section on bid preparation. The EMD should also be enclosed in the Prequalification bid envelope.
- A power of attorney in the name of the person signing the bid. In case of consortium, the same should be signed by legally authorized signatories of all the partners nominating one of the partners as the Prime bidder.
- Duly signed affidavit and statements as per the format given in the Annexure for pre-qualification evaluation. The bidder should comply with the following eligibility criteria for evaluation of pre-qualification:
 1. The Bidder can be a company or a consortium of companies. In case of a consortium, the same shall not consist of more than two companies and shall be formed under a duly stamped consortium agreement.
 2. The company / firm/ all the partners (in case of consortium) should have the Professional Tax Clearance Certificate from the FY 2009-10 till FY 2015-16 from Commercial Tax Division FRED, Govt. of Sikkim (under The Sikkim Tax On Profession, Trades, Callings and Employment Act, 2006) for doing 'Business' in Sikkim and 'No Objection' for Quoting Tenders for Contract Works/ Offering Quotations and Release of Bill Payment in Sikkim.
 3. The Company/ firm/ Prime Bidder must be Agencies engaged in IT & ITES business for more than 5 (Five) years and should have experienced in outsourcing of IT professionals for IT support services in Government Sector (Government of India Department/ Autonomous Organization/ Public Sector Undertaking/ Department of any State Government in India).
 4. The company / all the partners (in case of Consortium) should be registered under the Companies Act, 1956. In case of Partnership Firm, photocopy of duly notarized/ registered Partnership Deed should be submitted as evidence of legal status of the agency.

5. In case of consortium, the bidder must submit:
 - The details of the consortium with roles and responsibilities of each partner. The same should be endorsed by an authorized representative of the prime bidder. The Prime bidder is the single point of contact with the department for the project undertaking.
 - The original stamped consortium agreement shall be attached along with the Bid Document.
 - In case of consortium, no change in the constitution of the consortium (prime bidder /members of consortium / stakes of any member etc) will be allowed without explicit approval of the Client.
6. The Bidder/ all the members (in case of Consortium) should be solvent and must be profitable organization and have an Average Financial Turnover of INR 2,00,00,000/-(Rupees Two Crores) for the last Three (3) financial years. The bidders shall submit audited annual accounts of all three years in respect of this requirement.
7. The Bidder/ Prime Bidder (in case of Consortium) should have ISO 9001:2008 certifications for providing IT Services before the publishing of this RFP. A copy of the certificate needs to be attached along with the bid document.
8. The Bidder/ Prime Bidder (in case of Consortium) should have experienced in outsourcing of IT professionals for IT Support Services to at least three clients in the Government Sector (Government of India Department/ Autonomous Organization/ Public Sector Undertaking/ Department of any State Government in India).
(Please provide evidence in the form of Work Order/Project Completion Certificate/references)
9. The Bidder/ Prime Bidder should have at least 3 years' experience in Onsite Software Support Service for any of the Department of Government of Sikkim.
(Please provide evidence in the form of Work Order/Project Completion Certificate/references)
10. Banned or Blacklisted Companies by Government Institutions in India will not be eligible to participate. An undertaking to this effect, signed by authorized signatory, has to be submitted.
11. Permanent Account Number (PAN) and Service Tax Registration Certificate of bidder/each consortium member should be submitted.

Tender Rejection Criteria

Even though the bidders meet the above qualifying criteria, they are subject to be

disqualified if they have:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- b) Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

Bidding Process

Instructions to the Bidder

The bidders should submit all the above information in their prequalification proposals, so as to get eligible for evaluation.

Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender Document or submission of a bid not substantially responsive to the tender document in all respects will be at the Agency's risk and may result in the rejection of the bid.

Definitions –

- “Department” or “CTD” means the Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim.
- “Agreement” means the Agreement to be signed between the successful bidder and DIT, Sikkim including all attachments, appendices, all documents incorporated by reference thereto together with any subsequent modifications, the RFP, the bid offer, the acceptance and all related correspondences, clarifications, presentations.
- “Authorized Representative” shall mean any person authorized by either of the parties.
- “Bidder means any firm or group of firms (called consortium) offering the solution(s), service(s) and /or materials as required in the RFP. The word Bidder/ Implementing Agency when used in the pre-award period shall be synonymous with parties bidding for this RFP, and when used after award of the Contract shall mean the successful party with whom CTD, Sikkim, signs the agreement for rendering of services for implementation of this project.
- “Contract” is used synonymously with Agreement.
- “Default Notice” shall mean the written notice of Default of the Agreement issued by one Party to the other in terms hereof.
- “Law” shall mean any Act, notification, by law, rules and regulations, directive, ordinance, order or instruction having the force of law enacted or issued by the Central Government and/ or the Sikkim Government Administration or any other Government or regulatory authority or political subdivision of government agency.
- “LoI” means Letter of Intent, which shall constitute the intention of the Department to place the Purchase Order with the successful bidder.

- “Party” means CTD or Bidder, individually and “Parties” mean Department and Bidder, collectively.
- “Proposal / Bid” means the Pre-Qualification, Technical and Commercial Proposals all together, i.e., complete proposal for the OUTSOURCING OF MANPOWER SERVICES ON CONTRACT BASIS.
- “Request for Proposal (RFP)” means this document and its annexure etc., seeking a set of solution(s), services(s), materials and/or any combination of them.
- “Requirements” shall mean and include schedules, details, description, and statement of technical data, performance characteristics and standards (Indian & International) as applicable and specified in the RFP.
- “Termination Notice” means the written notice of termination of the Agreement issued by one Party to the other in terms hereof.
- “Department” means the Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim.

Cost of Proposal

The selected bidder/Implementing Agency shall bear all costs associated with the preparation and submission of its Proposal and the Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the proposal process.

Clarification of RFP Documents

A prospective bidder/ Implementing Agency requiring any clarification on the RFP documents may notify the CTD in writing, either by post, fax or email.

Amendment to RFP Documents

At any time prior to the deadline for submission of Proposal, the Department may amend the RFP documents by issuing suitable Corrigendum. Any corrigendum issued in this regard shall be uploaded on the web portal of Government of Sikkim-www.sikkim.gov.in and will be communicated through email / written letter to those companies who have already purchased the RFP document. To give reasonable time to the bidders/ Implementing Agencies, so that they can take corrigendum into account in preparing their Proposals, the Department shall extend (if necessary), the deadline for submission of Proposals.

Earnest Money Deposit

The bidder shall furnish, as part of its bid, a refundable EMD comprising of A/c payee demand draft of Rs. 2, 00,000. The demand draft should be drawn on a Nationalized

Bank/ Bank under RBI regulations valid for 180 days and in favour of Spl. Commissioner, Commercial Taxes payable at Gangtok, East Sikkim. The bid will be disqualified if the EMD is not submitted along with the pre-qualification proposal. Unsuccessful bidder's bid security will be released as promptly as possible as but not later than 15 days after the award of the contract to the successful Agency. The successful bidder bid security will be released upon the Successful bidder signing the Contract and deposit of PBG. No interest will be payable on the amount of the EMD.

The EMD may be forfeited in following cases:

- 1.If a Bidder withdraws his bid or increases his quoted prices during the period of bid validity or its extended period, if any; or
- 2.In the case of a successful Bidder/Implementing Agency, if it fails within the specified time limit to:
 - a. Sign the Agreement or,
 - b. Furnish the required Performance Bank Guarantee
 - c.

Submission of Bid Document

The Bidder shall submit the proposal in 3 parts, first part comprising the Prequalification bid format as given in Form (Annexure), Technical Proposal providing the information as per Form (Annexure) and the Financial Proposal in the given format in Form (Annexure) under Outsourcing of **“Manpower Services on Contract Basis”** clearly super-scribed on the envelope.

The “Technical Bid” must contain the documents alongwith the necessary supporting as desired in the Compliance Matrix. The “Financial Bid” must contain for the rate for engaging on monthly basis for normal duty of 8 (eight) hours per day per person in Annex. The Bidder will submit one original set of the documents comprising the parts of the proposal as described in RFP, bound with the section containing the Form of Proposal and Appendix to Proposal, and clearly marked "ORIGINAL". In addition, the Bidder shall submit one hard and one soft copy of the Pre-qualification and Technical Proposals and clearly marked "COPIES". In the event of discrepancy between proposals, the original shall prevail.

The original and all copies of the Pre-qualification proposal and Technical Proposal shall be placed in separate sealed envelopes as follows:

Envelope 1 – Pre-qualification proposal – having One Original and one copy (hard copies) along with one soft copy on a CD.

Envelope 2 – Technical Proposal –having One Original and one copy (hard copies) along with one soft copy on a CD.

Envelope 3 –One Hard copy of Commercial Proposal.

The envelopes of Pre-qualification, Technical and Financial Proposals shall be placed into an outer envelope and sealed. This outer envelope shall bear the submission address, reference number and title of the RFP, and be clearly marked “DO NOT OPEN before the scheduled date and time”. The Department shall not be responsible for misplacement, losing or premature opening if the outer envelope or envelopes of any of

the three proposals are not sealed and/or marked as stipulated. This circumstance may be case for Proposal rejection. If the Proposal is not submitted in a separate sealed envelope duly marked as indicated above, this will constitute grounds for declaring the Proposal non-responsive. CTD's decision in this regard shall be final.

Further, in the event of discrepancy between the hard copy and the soft copy, the hard copy shall prevail. The original and copies of all hard copies of the Proposal shall be signed by authorized person of the Bidder/Implementing Agency. All pages of the proposal, where entries or amendments have been made, shall be initialized by the person or persons signing the Proposal. All signatures on the letters /certificates attached with the Bid document shall be dated suitably.

The sealed covers should be placed in the main sealed envelope super-scribed "Tender for supply of Manpower Services" and should be addressed to Special Commissioner, Commercial Taxes Division, Govt. of Sikkim.

Documents Comprising the Proposal

The proposal submitted by the Bidder shall comprise the following documents:

- (a) Bidder's response to pre-qualification requirements as set forth in this RFP. Relevant annexure and statements as per Form given in Annexure with this RFP should be used for submitting the proposal.
- (b) Earnest Money Deposit (EMD) of Rs. 2, 00,000/- should be enclosed in the envelope having original pre-qualification document proposal.
- (c) Technical Proposal including all the technical aspects required for the RFP Document, duly filled on each page along with all attachments/schedules duly completed and duly signed by the authorized signatory of the Bidder/consortium.
- (d) The Bidder's Financial Proposal including all the financial forms duly signed by the authorized signatory of the Bidder/consortium.
- (e) Any other information that is to be submitted during the course of Proposal process.
- (f) All sections in the bid should be adequately flagged and numbered.

Deadline for submission of proposals

Proposals must be received by the Department at the address specified in the RFP not later or before than scheduled date and by given time. The CTD may, in exceptional circumstances and at his discretion, extend the deadline for submission of Proposals by issuing a Corrigendum or by intimating all Bidders who have purchased the RFP document, in writing by post or email. In this case, all rights and obligations of the Department and the Agencies previously subject to the original deadline will thereafter

be subject to the deadline as extended.

Late Proposals

Any Proposal received by the CTD after the deadline for submission of Proposals prescribed in RFP will be summarily rejected and will be returned unopened to the Bidder/Implementing Agency.

Modifications and Withdrawal of Bids

The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification or withdrawal is received by the Department prior to the deadline prescribed for submission of Bids. The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of this Section. A withdrawal notice may also be sent by fax or email but should be followed by a duly signed confirmation copy (in original) not later than the deadline for submission of Bids. No Bid may be modified subsequent to the deadline for submission of Bids. No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Agency on the Bid Form.

Conflict of Interest

Bidder furnish an affidavit as to the existence of, absence of, or potential for conflict of interest on the part of the Bidder or any prospective subcontractor due to prior, current, or proposed contracts, engagements, or affiliations with Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the Bidder to complete the requirements as given in the RFP.

Right to Accept and Reject the Bid

Notwithstanding anything contained in this document, the Tendering Authority reserves the right to accept or reject any bid(s). Department also reserves the right to cancel the bid process at any time prior to signing the contract. The Department will have no liability for above-mentioned actions.

Corrupt or Fraudulent Practice

In the event of the bidder engaging in any corrupt or fraudulent practices during the bidding process, by the judgment of the Department, the bid will be rejected.

For the purpose of this clause:

“Corrupt Practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a CTD official in the selection process. It also includes bringing undue influence through any quarter or interfering directly or indirectly in

the selection process to affect its outcome.

“Fraudulent Practice” means a misrepresentation of facts in order to influence selection process to the detriment of the Department.

Limits on Promotion

The Bidder shall not perform any kind of promotion, publicity or advertising etc. at the Department and its field offices through any kinds of hoardings, banners or the like without prior written consent of Department.

Proposal Preparation Costs

The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by the department to facilitate the evaluation process, and in negotiating a definitive Contract or all such activities related to the bid process. The Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

This RFP does not commit the Department to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award.

All materials submitted by the bidder become the property of the Department and may be returned at its sole discretion, provided, any materials which are identified as “Proprietary and Confidential Material of Bidder” shall remain the property of such bidder and the Department shall maintain confidentiality of such materials.

Opening of Bid Document & Evaluation

Evaluation Committee(s)

The Evaluation Committee(s) constituted by the Department, shall evaluate the technical and financial proposals. The Committee(s) may choose to conduct negotiation or discussion with Bidder as per procedures of the Department. The decisions of the Evaluation Committee(s) in the evaluation of the Commercial bids shall be final. No correspondence will be entertained outside the process of negotiation / discussion with the Committee(s).

Proposal Opening and evaluation

The evaluation of the proposals will be carried out in three stages:

Pre-qualification evaluation: The pre-qualification bid documentation furnished by the bidder shall be examined prima facie to substantiate the compliance with the Bidder’s eligibility criteria as set out for this project in terms of organizational, financial and

technical experience etc.

Technical evaluation: The next stage of the evaluation will be an assessment of the technical bid. Based on the short-listing of the pre-qualified bidders, department representatives then will proceed to a detailed evaluation of the Technical Bids of such pre-qualified bidders in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, department will examine the information supplied by the Bidder, and shall evaluate the same as per the evaluation criteria specified in this RFP.

Technical Evaluation Criteria – Compliance matrix

A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the bidder’s Proposal technically qualifies to the requirements set forth in the RFP. Bids received would be assigned scores based on the parameters defined in the table below:

SL.NO	CRITERIA/SUB DESCRIPTION/RESPONSE FROM BIDDER	CRITERIA POINTS	MAXIMUM MARKS
1	Bidder/ Prime Bidder (in case of consortium) having atleast 1(one) projects in software development & onsite support services in JSP, Java & MySQL (as Database) and Apache Web Server on Linux Platform and atleast 5 (Five) web based projects for any Government/ Public Sector Undertaking/ an autonomous body of the Central/ State Government. <i>(evidence in the form of Work Order/Project Completion Certificate/references required to be furnished)</i>	Fixed in nature	30 marks
2	The Bidder/ Prime Bidder (in case of Consortium) having experienced in outsourcing of IT professionals for IT Support Services to at least three clients in the Government Sector (Government of India Department/ Autonomous Organization/ Public Sector Undertaking/ Department of any State Government in India).	Fixed in nature	20 marks
3	The Bidder/ Prime Bidder having at least 3 years’ experience in Onsite Software Support Service for any of the Department of Government of Sikkim.	Fixed in nature	15 marks

4	ISO 9001:2008 An organizations certified as ISO 9001:2008. Copy of certificate needs to be provided.	Fixed	5 marks
		TOTAL	70

Financial evaluation: The Bidders meeting the Pre-qualification criteria will be subjected to opening and evaluation of the Financial Bid by the representative of the Department. The financial evaluation will take into account the information supplied by the Bidder in their financial proposal.

- Substantially responsive bid: A substantially responsive Bid is one, which conforms to the requirements, terms, conditions and specifications of the Request for Proposals without material deviation. A material deviation is one which affects in any substantial way the functionality, scope, quality, or performance of the Deliverables, or which limits in any substantial way, inconsistent with the Request for Proposals, Department’s rights or the Bidder’s obligations for, performance of the Project and the rectification of which deviation would affect unfairly the competitive position of other Bidder presenting substantially responsive Bids.
- Department may waive any minor informality or non-conformity or irregularity in a Bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any Bidder.

Confidentiality of Process

Information relating to the examination, clarification, evaluation and comparison of Proposals and recommendations for the award of the project shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful Bidder has been announced.

Clarification of Proposals & Contacting the Authorized Representative

To assist in the examination, evaluations, and comparison of Proposals, the Authorized Representative, Department may, at its discretion, ask any Bidder for clarification of its Proposal. The request for clarification and the response shall be in writing by post or email or by facsimile, but no change in the price or substance of the Proposal shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authorized Representative, Department in the evaluation of the Proposals.

Initial Examination of Proposals

Prior to the detailed evaluation of Proposals, the Department and/or its nominees will

determine whether -

- (a) Requisite bid security (EMD) has been submitted
- (b) The proposal has been properly signed;

In case the proposal is not accompanied by the requisite bid security (EMD) and/or it has not been properly signed and/or there is a discrepancy between the items on the checklist and the actual documents/material submitted, Department reserves the right to declare the bid invalid.

Correction of Errors

Bidders are advised to exercise greatest care in entering the pricing figures. No requests regarding correction of mistakes in the financial bids will be entertained after the quotations are opened. All corrections like cutting or overwriting etc., if any, should be initialized by the person signing the tender form before submission, failing which the figures for such items may not be considered.

Arithmetic errors in bids will be corrected as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate will govern unless, in the opinion of Department, there is obviously a gross error such as a misplacement of a decimal point, in which case the line item total will govern.
- Where there is a discrepancy between the amount mentioned in the bid and the line item total present in the Schedule of Prices, the amount obtained on totalling the line items in the Bill of Materials will govern.
- The amount stated in the tender form, adjusted in accordance with the above procedure, shall be considered as binding, unless it causes the overall tender price to rise, in which case the bid price shall govern.

Contacting Department

From the time the Proposals are opened to the time the Contract is awarded, the Bidders should not contact the officials on any matter related to its Technical and/or Financial Proposal. Any effort by Bidder to influence the officials in the examination, evaluation, ranking of Proposals, and recommendation for award of Contract may result in the rejection of the Bidder's Proposal.

Disqualification

The bid is liable to be disqualified if:

- Not submitted in accordance with this document.
- During validity of the bid or its extended period, if any, the Bidder increases his quoted prices.
- The Bidder qualifies the bid with his own conditions.

- Bid received in incomplete form or not accompanied by bid security amount.
- Bid received after due date and time.
- Bid not accompanied by all requisite documents.
- Bidder sub-contracts any part of the project to any of the parties having interest in the project.
- Awardee of the contract qualifies the letter of acceptance of the contract with his conditions.
- Bidder fails to enter into a contract within 30 working days of the date of notice of the award of tender or within such extended period, as may be specified by the Client.

Bidder may specifically note that while processing the tender documents, if it comes to our knowledge expressly or implied, that some Bidder may have compounded in any manner whatsoever or otherwise joined to form a cartel resulting in delay / holding up the processing of tender then the Bidder so involved are liable to be disqualified for this contract as well as for a further period of two years from participation in any of the tenders floated by the Department in Sikkim. It is also clarified that if need arises the purchaser would go in for appointment of outside party(s) to undertake the work under the captioned tender.

In case any party submits multiple bids or if common interests are found in two or more Bidders, then such Agencies are likely to be disqualified, unless additional bidders are withdrawn immediately upon noticing such things.

Award of Contract

After evaluation of all accepted Proposals by the evaluation committee, a contract may be awarded to the most responsive bidder (having the highest overall score 'S') based on QCBS (Quality & Cost Based Selection) system as illustrated

Total score, $S = 0.70 * (\text{Technical score of bidder} / \text{Highest Technical score}) + 0.30 * (\text{Lowest Financial bid received} / \text{Financial bid of bidder satisfying the eligibility criteria for the corresponding category})$.

The bidder having the highest overall score 'S' shall be invited for negotiations/ awarded of contract.

The client reserves the right to award a contract in whole or in part if it is in its best interests to do so.

Notification of Award

The acceptance of the tender, subject to contract, will be communicated in writing by post and email at the communication address and email id submitted by the Bidder in the bid document. Any change of address/email id of the successful bidder, should therefore be promptly notified to the Department.

Signing of Contract

The Bidder shall be required to enter into a contract (Master Services Agreement,

Service Level Agreements and Non-Disclosure agreement with the individual manpower, incorporating all agreements between the Parties, including any agreements reached during the negotiation process, if any) with the Authorized Representative of the Department, within fifteen (15) days of the award of the contract or within such extended period, as may be specified by the Authorized Representative of the Department.

This contract shall be on the basis of this document, the Bid of the Bidder, the letter of intent and such other terms and conditions as may be determined by the Authorized Representative of the Department, to be necessary for the due performance of the work, as envisaged herein and in accordance with the Bid and the acceptance thereof.

Providing Services / Support (for Successful Bidder)

- The period of contract will initially be for a period of Six (6) months from the date of award of contract subject to review of performance every thereafter and will be extendable at the discretion of this department after expiry of contract. The hiring of the manpower through this tender shall have no employment obligation whatsoever on Commercial Tax Division, Finance, Revenue & Expenditure Department, Government of Sikkim.
- The service providers shall provide the required number of manpower within a period of 30 days from the date of the contract and failure to comply with the same or found deficient in service shall invite penalty fee or forfeiture of the security deposit and legal proceeding for the omission/deficiencies in service.
- The Department may require the service provider to dismiss or remove from the site of work, any person or persons, employed by the service provider, who may be incompetent or for his/her/their misconduct and service provider shall forthwith comply with such requirements.
- The Agencies will ensure that salaries are given to the deployed professionals in time. Any unjustifiable delay, beyond fifteen days from the receipt of the satisfactory performance cum attendance report from the concerned project coordinator, will attract a penalty as per the penalty clause. It is the responsibility of the Agency to procure the performance cum attendance report from the project coordinator by 5th of the succeeding month. For this the agencies may evolve a procedure for uploading the performance cum attendance report on their website. It doesn't mean that all salaries would be disbursed only on the 15th of the succeeding month.
- That on the expiry of the agreement as mentioned above, the agency will withdraw all its personnel and clear their accounts by paying them all their legal dues. In case of any dispute on account of the termination of employment or non-employment by the personnel of the agency, it shall be the entire responsibility of the agency to pay and settle the same.

- The service provider shall replace immediately any of its personnel, if they are unacceptable to the office because of security risk, incompetence, conflict of interest and breach of confidentiality or improper conduct upon receiving written notice from office.
- The service provider's personnel shall not divulge or disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative / organizational matters as all are of confidential/secret nature that can attract legal action.
- The service provider's person shall not claim any benefit/ compensation/ absorption/ regularization of services in this office under the provision of Industrial Disputes Act, 1947 of Contract Labour (Regulation & Abolition) Act, 1970. Undertaking from the person to this effect will be required to be submitted by the service provider to this office.
- The service provider shall provide a substitute well in advanced if there is any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the service provider.
- If for any reason the personnel deployed by the service provider proceeds on absence, he/she should properly intimate the Nodal Officer and the Concerned Administration before such absence or in case of Medical emergency on the first day of taking such absence either officially or telephonically clearly indicating the number of days he/she will be absent. The service provider shall provide a substitute in case the absence exceed 7 days or even earlier.
- The service provider shall be contactable at all times and message(s) sent by E-mail/Fax/Special Messenger/Phone from the Department to the service provider shall be acknowledged immediately on receipt on the same day.

Payment Terms

- The Payments to the Agencies will be made on the basis of the man months of the services provided and to be disbursed by 10th day of succeeding month.
- All payments to Agency will be made subject to deduction of TDS (Tax deduction at Source) as per the income- Tax Act, 1961, penalty for late payments and other taxes if any as per Government of India rules.
- The service provider must submit Pre-receipted bills in triplicate on 25th day of every month for payment enclosing therewith the copies of the satisfactory performance certificate from the Nodal Officer/Department's authorized representative.

The Department will not receive bills beyond 25th day of the current month for the salary disbursement of the next month. For example the bills for October can be submitted by 25th of November. Therefore, it is in the interest of the bidders to disburse the salaries by 15th day of each month and submit bills to the Department by the 25th day of each month. The payment will be made within 15 days of submission of completed documents.

General Terms & Conditions (Successful Bidders)

- a. The selected agency will not, without the department's prior written consent, disclose the Contract, or any provisions thereof, or any specification, plan, sample information furnished by or on behalf of the department in connection with the outsourcing or the work at Department/Client organization, to any person other than a person employed by the Agency in the Performance of the Contract. Disclosure to any such employed person will be made in confidence and to the extent necessary.
- b. The selected Agency will not outsource the work to any other associate/franchisee/third party under any circumstances. If it so happens then the Department will impose sanctions which will include: forfeiture of the security deposit, revocation of bank guarantees (including the ones submitted for other work orders) and termination of the Contract for default. The Department will also debar such an Agency from participating in tenders of the department for a period of three years in addition to initiate proceedings for black listing such an Agency.
- c. The Department may by written notice sent to the selected Agency, terminate the work order and/or the Contract, in whole or in part at any time of its convenience. The notice of termination will specify that termination is for Department's convenience, the extent to which performance of work under the work order and /or the contract is terminated, and the date upon which such termination becomes effective. The Department reserves the right to cancel the remaining part and pay to the selected Agency an agreed amount for partially completed Services.
- d. In the event of the Agency's company or the concerned division of the company is taken over / bought over by another company or the company name is changed, all the obligations under the agreement with the Department, should be passed on for compliance by the new company / new division in the negotiation for their transfer.
- e. During empanelment period if the bidder's name got changed due to acquisition, amalgamation etc., and the bidder must inform the Department with required documents within one month of its name change. The department will not entertain any name change requests during the bidding process. In such a case the bid will be rejected straightaway.
- f. The selected Agency automatically agrees with the department for honouring all aspects of fair trade practices in executing the work orders placed by the department.
- g. The Operational support to the project will be provided in the State of Sikkim and

the period for which the support is required will be indicated by the department depending upon the project needs.

- h. The selected Agency will deploy the said manpower under the IT cell of Commercial Taxes Division within one week from award of contact. The selected agency will be penalised for providing a non-performing manpower as per the penalty provisions.
- i. At no stage of the project, the Department would provide any form of certification or undertaking, which the bidder might ask for getting concessions /benefits in various activities due to government related work.

Penalty:

The selected agency have to deploy manpower as per the requirements of the RFP. In case the manpower deployed is not performing as per the requirement of the Department, the selected agency will have to replace the manpower with 7 days of intimation failing which 20% will be deducted from the amount payable. Further the selected agency will have to provide manpower as per the qualification/experience (Refer Annex-1A) mentioned in the RFP failing which the agency will be penalised @ of 50% from the amount payable. The other form of penalty not mentioned in the RFP will be decided by the appropriate authority on the case to case basis.

Security & Non-Disclosure Agreement

- a. The Agency (Successful Bidder) will ensure that no information about the software, hardware, database and the policies of the client organization is taken out in any form including electronic form or otherwise, from the client site by the manpower posted by them.
- b. The Agency or its deployed personnel, by virtue of working on this project, can't claim any rights on the work performed by them. Department will have absolute rights on the work assigned and performed by them. Neither any claims of the Agency or its deployed professionals will be entertained on the deliverables.
- c. The bidders must sign the Non-Disclosure Agreement as per the prescribed format supplied by Department. The Non-Disclosure Agreement of the selected Bidder/Implementing Agency will form part of the Contract Agreement.

INDEMNITY

The Department / Client organization stand indemnified of all legal obligations of its staff hired by the client organizations. The Department/Client organization also stands indemnified of any injury or death caused to the Agency's manpower in discharge of their duty at Department/Client organization.

Termination for Insolvency & Default

a. Termination for Insolvency

The Department may at any time terminate the work order / contract by giving written notice of four weeks to the Agency, without any compensation to the Agency, if the Agency becomes bankrupt or otherwise insolvent.

b. Termination for default

Default is said to have occurred -

- If the Agency fails to deliver any or all of the services within the time period(s) specified in the work order or any extension thereof granted by the Department.
- If the Agency fails to perform any other obligation(s) under the contract / work order.
- If the Agency, in either of the above circumstances, does not take remedial steps within a period of 30 days after receipt of the default notice from the Department (or takes longer period in spite of what the department may authorize in writing), the department may terminate the contract / work order in whole or in part. In addition to above, the department may at its discretion also take the following actions -

The Department may transfer upon such terms and in such manner, as it deems appropriate work order for similar support service to other Agency and the defaulting Agency will be liable to compensate the department for any extra expenditure involved towards support service to complete the scope of work totally.

Force Majeure

- a. Force majeure clause will mean and be limited to the following in the execution of the contract / purchase orders placed by the department:
- War / hostilities.
 - Riot or Civil commotion.
 - Earthquake, flood, tempest, lightning or other natural physical disaster.
 - Restriction imposed by the Government or other statutory bodies, which is beyond the control of the Agencies, which prevent or delay the execution of the order by the Agency.
- b. The Agency will advise the Department in writing, the beginning and the end of the above causes of delay, within fifteen days of the occurrence and cessation of the force majeure conditions. In the event of a delay lasting for more than one month, if arising out of clauses of force majeure, the Department reserve the right to cancel the order without any obligation to compensate the Agency in any manner for what so ever reason.

Arbitration

- a. If during the subsistence of this Contract or thereafter, any dispute between the

Parties hereto arising out of or in connection with the validity, interpretation, implementation, material breach or any alleged material breach of any provision of this Contract or regarding any question, including as to whether the termination of this Contract by one Party hereto has been legitimate, the Parties hereto shall endeavour to settle such dispute amicably and/or by Conciliation to be governed by the Arbitration and Conciliation Act, 1996 or as may be agreed to between the Parties. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts; which attempt shall continue for not less than thirty (30) days, gives thirty (30) days notice to refer the dispute to arbitration to the other Party in writing.

- b. In case of such failure as is referred to above, the dispute shall be referred to an authority chosen by the two parties by mutual agreement for the purpose of the above clause who shall act as the sole Arbitrator for settlement of such dispute.
- c. The Arbitration and Conciliation Act, 1996, shall govern the Arbitration proceedings.
- d. The Arbitration proceedings shall be held in Gangtok, Sikkim, India.
- e. The substantive laws of India and the State shall govern the Arbitration proceeding.
- f. The proceedings of Arbitration shall be in English language.
- g. Continuance of the Contract: Notwithstanding the fact that settlement of dispute(s) (if any) under arbitration may be pending, the parties hereto shall continue to be governed by and perform the work in accordance with the provisions under this Contract.

Applicable law

The work order will be governed by the laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings/processing.

ANNEX -1

(Performa for Submission of Financial Bid)-

To meet the requirements and to provide services asset out in the bid document following is our quotation summarizing our financial proposal –

Sl. No.	Category of Manpower	Job Responsibility	No. of Resource	Price Inclusive (Amount Rupees month)	All in per
1	Project Manager cum Tech Lead	Refer ANNEX -1 (A)	1		
2	Senior Software Developer cum DBA	Refer ANNEX-1(A)	1		
3	Software Developer (Advanced Java)	Refer ANNEX-1(A)	1		
4	Software Developer (PHP with Stack)	Refer ANNEX-1(A)	1		
5	Technical Writer	Refer ANNEX-1(A)	1		

We confirm that the information contained in this proposal or any part thereof, including its exhibits, schedules, and other documents and instruments delivered or to be delivered to the department is true, accurate, and complete. This proposal includes all information necessary to ensure that the statements there in do not in whole or in part mislead the department as to any material.

We agree that you are not bound to accept the lowest or any bid response you may receive .We also agree that you reserve the right in absolute sense to reject all or any if the products/service specified in the bid response without assigning any reason whatsoever.

It is hereby confirmed that I/We are entitled to act on behalf of our corporation/company/ firm/organization and empowered to sign this document as well as such other documents, which may be required in this connection.

Dated this Day of 2015:

(Signature)(In the capacity of)

Duly authorized to sign the Bid Response for and on behalf of:

(Name and Address of Company)Seal/Stamp of Bidder

ANNEX -1(A)

(Job Responsibilities alongwith Industry Exposure/ Qualification)

Category of Manpower	Job Responsibilities	Minimum Industry Exposure
Project Manager cum Tech Lead	<p>a. Manage project from beginning to end.</p> <p>b. Work with project sponsor and stakeholders to complete project charter outlining scope, goals, deliverables, required resources, budget, and timing. Act as mediator between stakeholders and team members.</p> <p>c. Resolve issues and solve problems throughout project life cycle</p> <p>d. Manage scope of project and ensure changes are documented and approved.</p> <p>e. Track and report project milestones and provide status reports to sponsors.</p> <p>f. Expert advice to application DBA and development teams</p> <p>g. Should have experience on design and development of web services and API and XML.</p>	<p>10 years +</p> <p>As Project Manager & Tech Lead & preferably a Certified PMP</p>
Senior Programmer cum DBA	<p>Understanding and defining the exact scope of the work, Re-engineering of the existing application, Plans programming projects by confirming program objective and specifications with clients, Design & develop web-based applications as per the business requirements and</p>	<p>8 years +</p> <p>Designing & Development of Web based Application, Web Services, Process &</p>

	<p>specifications, Database Bug-fixing, troubleshooting and performance optimization, database migrations, up gradation and patching. Should have experience on design and development of web services and API and XML.</p>	<p>technology re-engineering, Programming expertise in Core Java, JSP, Advanced Java, PHP and Database in MySQL, SQL Server, etc.</p>
<p>Senior Programmer (Advanced Java)</p>	<p>Design & develop web-based applications as per the business requirements and specifications.</p> <p>Develop front-end and back-end components and codes as per the robust architectural approach and design patterns.</p> <p>Adhere to guiding principles and code standard.</p> <p>Write efficient, re-usable, optimal and well documented code.</p> <p>Perform unit testing & system integration testing Involve in troubleshooting and debugging critical problems and resolving complex technical issues that may arise. Should have experience on design and development of web services and API and XML.</p>	<p>5 Years in Java based Project & preferably Java Certified professional</p>
<p>Senior Programmer (PHP with Stack)</p>	<p>Design & develop web-based applications as per the business requirements and specifications.</p> <p>Develop front-end and back-end components and codes as per the robust architectural approach and design patterns.</p> <p>Adhere to guiding principles and code standard.</p> <p>Write efficient, re-usable, optimal</p>	<p>4 years + working experience in developing projects in PHP</p>

	<p>and well documented code.</p> <p>Perform unit testing & system integration testing Involve in troubleshooting and debugging critical problems and resolving complex technical issues that may arise. Should have experience on design and development of web services and API and XML.</p>	
Technical Writer	<p>Conceptualize, plan, develop, and write a variety of documentation sets, including Complex technical material.</p>	<p>3 years + in document requirement, design, software code & Knowledge in XML/DITA</p>

ANNEX -2

Compliance Sheet for Pre-qualification Proposal

(The pre-qualification proposal should comprise of the following basic requirements. The documents mentioned in this compliance sheet along with this form, needs to be a part of the Pre-Qualification proposal)

S.No	Basic Requirement	Required	Provided	Reference Page Number	&
1	Document Fee	Demand Draft	Yes / No		
2	Power of Attorney	Copy of Power of Attorney in the name of the Authorized signatory	Yes / No		
3	Particulars of the Bidders	As per Form	Yes / No		
4	Earnest Money Deposit	Demand Draft	Yes / No		
5	Covering Letter for Technical Proposal	As per Form	Yes / No		
6	Should be in the business of IT	Solutions Copy of Work Order	Yes / No		
7	Financial strength	Extracts from the audited Balance sheet and Profit & Loss; OR	Yes / No		
8	Experience with Sikkim Government	Work Orders	Yes / No		

ANNEX -3

(Particulars of the Bidders)

S.No	Information Sought	Details to be Furnished
A	Name and address of the bidding Company	
B	Incorporation status of the firm (public limited / private limited, etc.)	
C	Year of Establishment	
D	Reference of legal Entity	
E	Details of registration with appropriate authorities for service tax	
F	Name, Address, email, Phone nos. and Mobile Number of Contact	

ANNEX -4

(Letter of Proposal)

To:

<Location, Date>

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<Email -id>

Subject: Submission of the Technical bid for <Name of the data entry assignment>

Dear Sir/Madam,

We, the undersigned, offer to provide Systems Implementation solutions to the <Nodal Agency> for<Name of the data entry assignment> with your Request for Proposal dated <insert date> and our Proposal. We are hereby submitting our Proposal, which includes this Technical bid and the financial bid sealed in a separate envelope.

We hereby declare that all the information and statements made in this Technical bid are true and accept that any misinterpretation contained in it may lead to our

disqualification.

We undertake, if our Proposal is accepted, to initiate the Implementation services related to the assignment not later than the date indicated in Fact Sheet.

We agree to abide by all the terms and conditions of the RFP document. We would hold the terms of our bid valid for <90> days as stipulated in the RFP document.

We understand you are not bound to accept any Proposal you receive.

Yours sincerely,

Authorized Signature [In full and initials]:

Name and Title of Signatory:

Name of Firm:

Address:

Location: _____ Date: _____ Draft

ANNEX -5

(Bank Guarantee for Earnest Money Deposit)

To,

<Name>

<Designation>

<Address>

<Phone Nos.>

<Fax Nos.>

<e-mail id>

Whereas <<name of the bidder>> (hereinafter called 'the Bidder') has submitted the bid for Submission of RFP # <<RFP Number>> dated <<insert date>> for <<name of the assignment>> (hereinafter called "the Bid") to <<Nodal Agency>> Know all Men by these presents that we <<>> having our office at <<Address>> (hereinafter called "the Bank") are bound unto the <<Nodal Agency>> (hereinafter called "the Purchaser") in the sum of Rs. <<Amount in figures>> (Rupees <<Amount in words>> only) for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns by these presents.

Sealed with the Common Seal of the said Bank this <<insert date>>

The conditions of this obligation are:

If the Bidder having its bid withdrawn during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of validity of bid

(a) Withdraws his participation from the bid during the period of validity of bid document; or

(b) Fails or refuses to participate for failure to respond in the subsequent Tender process after having been short listed;

We undertake to pay to the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to <<insert date>> and including <<extra time over and above mandated in the RFP>> from the last date of submission and any demand in respect thereof should reach the Bank not later than the above date.

NOTWITHSTANDING ANYTHING CONTAINED HEREIN:

Our liability under this Bank Guarantee shall not exceed Rs. <<Amount in figures>> (Rupees <<Amount in words>> only)

This Bank Guarantee shall be valid up to <<insert date>>)

It is condition of our liability for payment of the guaranteed amount or any part thereof arising under this Bank Guarantee that we receive a valid written claim or demand for payment under this Bank Guarantee on or before <<insert date>>) failing which our liability under the guarantee will automatically cease.

(Authorized Signatory of the Bank)

Seal:

Date:

