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## GOVERNMENT OF PUDUCHERRY

### **Puducherry e-Governance Society (PeGS)**

(A society under Directorate of Information Technology, Government of Puducherry)

# Request for Proposal for Selection of Agencies for Providing Technical Human Resources on Outsourcing basis to PeGS

RFP#:01/PeGS/DIT/2022

DATE:07/10/2022

Puducherry e-Governance Society

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## **DISCLAIMER**

All information contained in this Request for Proposal (RFP) provided / clarified is in good interest and faith. Though adequate care has been taken in the presentation of this RFP document, the interested agency shall satisfy itself that the document is complete in all respects. The information published in this document is not intended to be exhaustive. Interested bidders are required to make their own enquiries and assumptions wherever required.

Intimation of discrepancy, if any, should be given to the specified office immediately. If no intimation is received by this office by the date mentioned in the document, it shall be deemed that the RFP document is complete in all respects and agencies submitting their proposal are satisfied that the RFP document is complete in all respects.

Puducherry e-Governance Society (A society under Directorate of Information Technology, Government of Puducherry) reserves the right to reject any or all of the applications submitted in response to this RFP document at any stage without assigning any reasons whatsoever. Puducherry e-Governance Society also reserves the right to withhold or withdraw the process at any stage with intimation to all who have submitted their proposal in response to this RFP. Puducherry e-Governance Society reserves the right to change/ modify/ amend any or all of the provisions of this RFP document without assigning any reason. Any such change would be communicated to the bidders by posting it on <https://pudutenders.gov.in/>.

Neither Puducherry e-Governance Society nor its employees and associates will have any liability to any prospective Respondent interested to apply or any other person under the law of contract to the principles or resolution or unjust enrichment or otherwise for any loss, expense or damage which may arise from or be incurred or suffered in connection with anything contained in this RFP document, any matter deemed to form part of this RFP document, the award of the Assignment, the information and any other information supplied by or on behalf of Puducherry e-Governance Society nor their employees and Prime applicant (PA)/ Consortiums or otherwise arising in any way from the selection process for the Assignment.

Information provided in this document or imparted to any respondent as part of RFP process is confidential to Puducherry e-Governance Society and shall not be used by the respondent for any other purpose, distributed to, or shared with any other person or organization.

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## **Notice for Request for Proposal**

RFP No. 01/PeGS/DIT/2022

Puducherry, Dated: 07/10/2022

### **“RFP for Selection of Agencies for Providing Technical Human Resources on Outsourcing basis”**

PeGS invites proposals from suitable agencies for empanelment to provide Technical Human resources as per the requirement of PeGS. For detailed scope and other terms and conditions, please refer the RFP document at <https://pudutenders.gov.in/>. Interested Agencies who qualify as per the criteria mentioned in the RFP document, may submit their proposals online through <https://pudutenders.gov.in> only latest by **22-11-2022 till 3.00pm**.

Any updated, corrigendum, addendum etc., shall be made available only at pudutenders portal.

(Chief Executive Officer)

PeGS

## Letter of Undertaking

To

Chief Executive Officer,  
Puducherry e-Governance Society (PeGS),  
505, II Floor, PRD Complex, Kamaraj Salai,  
Saram, Puducherry - 605 013.

Sir,

**Sub: Undertaking for participating in Selection of Agencies for providing Technical Human Resource on Outsourcing basis - Reg.**

Ref: Tender Ref: XXXXX/XX/XXXXX/2022-2023

I/We ..... do hereby

(i) submit my/our bid for the Selection of Agencies to Provide Human Resources to PeGS in accordance with the Terms and Conditions of this RFP.

(ii) Confirm that I/we have examined the details of the tender and have carefully noted the conditions of contract and the specification with all the stipulations of which I/We agree to comply.

(iii) undertake to complete the assigned tasks as Selection of Agencies for providing Technical Human Resources on outsourcing basis to PeGS at the places mentioned in the specification of all the articles within as per RFP & tender schedule from the date of communication of acceptance of my/our tender

(iv) further agree that the acceptance of this tender shall result in a valid and concluded contract binding on me/us the terms whereof shall be taken to be those mentioned in the form of agreement hereto annexed notwithstanding the non-execution of the said agreement.

(v) declare that I/We agree to do the various acts, deeds and things referred to herein including the condition relating to non-withdrawal of this tender above set out in consideration of the PeGS and considering this my/our tender.

(vi) confirm that our Company was not blacklisted by any State Government/ Central Government/ Public Sector Undertakings during the last three years. We also hereby confirm that our EMD/SD was not forfeited by any State Government / Central Government / Public Sector Undertakings during the last five years due to our non-performance, non-compliance with the tender conditions etc.

(vii) confirm that our Company has not filed for bankruptcy during the last five years.

(viii) confirm that our Company has not violated / infringed on any Indian or Foreign trademark, patent, registered design or other intellectual property rights any time anywhere in India.

(ix) shall not sub-contract any works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.

(x) Confirm that I/we have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India, as per Government of Ministry of Finance Department of Expenditure Go. No F.No.6/18/2019-PPD dated 23-07-2019; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I certify that this bidder fulfils all requirements in this regard and is eligible to be considered.

(xi) declare that all the particulars furnished by us in this Tender are true to the best of

my/our knowledge and we understand and accept that if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also are liable for any penal action that may arise due to the above.

(xii) certify that we are liable and responsible for any disputes arising out of Intellectual Property Rights.

(xiii) certify that I/we shall not form any consortium with other firms/ organizations/agencies/ companies for carrying out the tasks specified in this RFP.

In case of violation of any of the conditions above, I/We ..... understand that I/We are liable to be blacklisted by PeGS/Government of Puducherry for a period of five years.

**Note:**

Declaration in the company's letter head should be submitted as per format given above

If the bidding firm has been blacklisted by any State Government/ Central Government/ Public Sector Undertakings earlier, then the details should be provided.

No Consortium is allowed.

## **Abbreviations & Definitions**

<b>Authorized Signatory</b>	The proposer's representative / officer vested (explicitly, implicitly, or through conduct) with the powers to commit the authorizing organization to a binding agreement. Also called signing officer / authority having the Power of Attorney (PoA) from the competent authority of the respective agency.
<b>Bidder/ Legal Entity</b>	Bidder can be a Proprietorship agency, Partnership agency, Company, LLP or Society registered in India
<b>Contract / Procurement Contract</b>	A contract entered into, between PeGS and a successful proposer concerning the subject matter of procurement
<b>Day</b>	A calendar day as per GoP.
<b>Demand Release</b>	A requirement shared on email / work-order by PeGS
<b>GoI/ GoP</b>	Govt. of India / Govt. of Puducherry
<b>HR</b>	Human Resource
<b>INR</b>	Indian Rupee
<b>IT</b>	Information Technology
<b>IT/ITeS Domain</b>	IT Consulting, Project Management, IT Project Operations, e-Governance, software application, software testing, application development, Implementation and Maintenance of Web Portals, Web Enabled Applications, GIS Technologies & Remote Sensing, Artificial Intelligence, Machine Learning, Data Analytics, Block Chain Technology, Websites and Mobile Apps using latest available technologies like Proprietary (.net etc.) Open Source (PHP, Java, CMS Drupal , geo Server , Open layers , Postgres etc.) and allied activities
<b>JD</b>	Job Description
<b>NIT</b>	Notice Inviting Tender
<b>Notification</b>	A notification published in the Official Gazette
<b>PAN</b>	Permanent Account Number
<b>PeGS</b>	Puducherry e-Governance Society
<b>PMU</b>	Project Management Team
<b>Project Site</b>	Wherever applicable, means the designated place or places
<b>Proposal</b>	A formal offer made in pursuance of an invitation by PeGS and includes any tender, proposal or quotation
<b>Proposer</b>	Any person / agency / company / contractor / supplier / agency participating in the procurement / RFP process with the procurement entity
<b>RFP Document</b>	Documents issued by the PeGS, including any amendments thereto, that set out the terms and conditions of the given procurement and includes the invitation to Proposals
<b>State/UT Government</b>	Government of Puducherry (GoP)
<b>Tender Process</b>	The process of procurement extending from the issue of invitation to proposals till the award of the procurement contract or cancellation of the Tender Process, as the case may be

**WO / PO****Work Order / Purchase Order****1. PURPOSE**

The purpose of this RFP to solicit proposals to Select and Empanel Agency(ies) to provide technical human resources on outsourcing basis to PeGS.

- The selected Bidder(s) will be required to facilitate recruitment of Technical Human resources on outsourcing basis at PeGS under the Department of Information Technology.
- PeGS expressly stipulates that selection of Bidder(s) under this document is on the understanding that this RFP document contains only the principal provisions for the entire assignment and that any other services which may be required in connection with the successful implementation of the assignment shall be deemed to be a part of the assignment. The selected Bidder shall be required to undertake to perform all such tasks, render requisite services as may be required for the successful completion of the entire assignment at no additional cost to the PeGS.

**2. SCHEDULE OF RFP**

1	RFP No.	No.1/PEGS/DIT/2022
2	Name of Work	Request for Proposal for Selection of Agencies for providing Technical Human Resources on outsourcing basis to PeGS
3	Proposals Invited by	<b>Chief Executive Officer,</b> Puducherry e-Governance Society, Directorate of Information Technology (DIT) <b>Address:</b> 505, II Floor, PRD Complex, Kamaraj Salai, Saram, Puducherry – 605 013. Tel No: +91-0413-2246190
4	Date of issue of RFP document	<b>20-10-2022</b>
5	Date of Pre-Bid Meeting	<b>15-11-2022 at 03.00 p m</b> , through Online Meeting. Link would be posted on e-tendering & DIT website before schedule date of Pre-bid meeting.
6	Start Date for Submission of Proposals	<b>From 20-10-2022 at 10.00 am</b>
7	Last Date for Submission of Proposals	<b>22-11-2022 at 03.00 pm</b>
8	Date of Opening of Pre-Qualification bid	<b>28-11-2022 at 03 - 00 pm</b>
9	Date of Opening of Technical Bid	Will be communicated to the bidders shortlisted for Technical round.
10	Date of Opening of Financial Proposals	Will be communicated to the bidders shortlisted for Financial round.
11	Place of Submission & Opening of Proposals	Online on <a href="https://pudutenders.gov.in/">https://pudutenders.gov.in/</a>
12	Address for Communication	Number: 505, II Floor, PRD Complex, Kamaraj Salai, Saram, Puducherry – 605 013. Tel No: +91-0413-2246190 Email: <a href="mailto:dit.pon@nic.in">dit.pon@nic.in</a>
13	Websites for downloading RFP Document, Corrigendum's, Addendums etc.	<a href="https://pudutenders.gov.in/">https://pudutenders.gov.in/</a> <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> (CPPP - Central Public Procurement Portal)

14	Cost of Document	<b>Rs. 5000/-</b> along with the e-Procurement Processing fees (to be paid online on pudutenders portal)
15	EMD	<b>Rs. 3 lakhs</b> (Rupees Three lakhs) to be paid online on pudutenders Portal
16	Performance Security	<b>Rs. 5 lakhs</b> (Rupees Three Lakhs)
17	Proposal's Validity	90 days from the Proposal's submission date.
18	Method of selection	Quality cum Cost Based Selection ( <b>QCBS</b> ) Technical: Financial – <b>80:20</b>

**Note:**

- 1) PeGS reserves all the rights to cancel the process and reject any or all of the proposals at any time.
- 2) No contractual obligation whatsoever does arise from the RFP document/process unless and until a formal contract is signed and executed between PeGS and the successful proposers.
- 3) PeGS disclaims any factual or other errors in the RFP document (the onus is purely on the individual proposers to verify such information) and the information provided therein are intended only to help the proposers to prepare a logical proposal.

### 3. PROJECT PROFILE & BACKGROUND INFORMATION

#### 3.1. About PeGS

Puducherry e-Governance Society (here-in-after referred to as PeGS) is a government society which has been established to propel the growth of Information Technology (IT) and e-Governance in Puducherry and to provide institutional setup for implementation of National e-Governance Plan. Established in 2006, PeGS provides policy and institutional framework, strategic and project consulting, technical support and capacity building assistance to the government departments and to facilitate Human Resource Development activities in the field of IT and e-Governance.

Office of PEGS is situated at the 2nd Floor, PRD Complex, Kamaraj Salai, Saram, Puducherry.

PeGS's primary aim is to develop low cost, technology enabled, scalable solutions to impact Governance and create an inclusive, equitable and universally accessible G2C service delivery mechanisms. PeGS has established a Centre of Excellence in Emerging Technologies focusing on AI, Block chain, Data Analytics, Machine Learning etc., and is helping the Government in adopting digital transformation.

PeGS provides technical as well as project management support in implementing IT/e-Governance Projects. Departments usually require experienced resources who are expert in IT Consulting, Project Management, IT Project Operations, e-Governance, software application, software testing, application development, Implementation and Maintenance of Web Portals, Web Enabled Applications, Emerging technologies like Artificial Intelligence, Machine Learning, Data Analytics, Block Chain, GIS Technologies & Remote Sensing etc., Websites and Mobile Apps using latest available technologies and allied activities.

The working areas of the PeGS are technology intensive and activity requiring high specialized skills, including both domain knowledge and technical skills. At the same time, technological advancements and the changing aspirations of services users/clients, new projects/assignments formulated etc. and the deployment of resources are required to manage and implement the projects.

Overall, PeGS require skilled manpower to be recruited from the following skill-set areas:

**Generic ICT Skills:**

Technical infrastructure, Software development, Database management, Network management, Testing & certification, Programme Management, Content management, Citizen engagement, Awareness & communication, Change management, Financial management, Human resources, Capacity building, Learning Management, and other Subject Matter Experts etc.,

**High Demand/ Niche Skills:**

Mobile application & Device management, Cloud Services(SaaS, IaaS, PaaS), Collaboration Technologies(Workflow), CRM, Virtualization, Security, ERP applications, Social Media, Big Data Analytics, Cyber Security, Cyber Forensics, User Experience Design(UXD), R&D, Remote Infrastructure Management, Green Data centers, Open Source, Solution Architect, Enterprise Application Integration(EAI), Modeling Skills, Open API platforms, Mobile Security Algorithms, Business(Government) Process re-engineering, Business(Government) Risk management, Innovation, Technology Audit, Quality Assurance management, Conformance review, Knowledge management, Continuity management, Mobile Banking/Wallet, Digital Signature & Digital identity, Artificial Intelligence, Machine Learning, Data Analytics, Block Chain, GIS Technologies & Remote Sensing etc.,

**4. SCOPE OF WORK**

The main scope of work of empaneled agencies is to provide resources with desired skills, experience and qualifications during the contract period without any service interruption by the resources.

The selected Bidder(s) will provide assistance in timely hiring of Human resources to PeGS upon requisition with specific work profile (Please refer Para 3 i.e. Generic ICT Skills & High Demand/Niche Skills). Designations of the resources would be e.g. Developer, System administrator, Network Administrator, Database Manager, Project Manager, Project Lead, Business Analyst, System Analyst, Production Engineer, Test Manager, Test Lead, Assistant Manager, Manager, Senior Manager, Consultant, Senior Consultant/General Manager, Principal Consultant etc.

The Bidder will be responsible for the following:

- Sourcing for relevant CVs as per the job description and the minimum requirements provided by the PeGS.
- Pre- screening, conduct written test and Technical interview with the candidates and submitting a short list for Final Interview for consideration by the PeGS.
- Organizing and participating in joint interviews with the PeGS;
- Conducting the background check (including handing references, clearances and professional background checks and criminal records etc.) of the hired candidate(s).
- HR Management of outsourced resources (salary, PF, attendance, travel/tour and other compliances) along with compliance of all statutory norms applicable for the project in whole period of contract.
- PeGS would not be liable to any of the above-mentioned activities and shall not provide any HR facilities to the deployed resources.

The desired individual resources will assist PeGS in project management, software

development, DB management, data analysis and information technology on implementation of various projects.

The overall scope of work of the agency largely grouped under following activities but not limited to:

**4.1. Searching of required Profiles / CVs, Conducting Written Test and Technical interview:**

- i. PeGS shall share the human resource requirement with the empaneled agency(ies) along with Job description. Minimum required qualification, desired skill sets and Salary range for the proposed resources shall be mentioned in the Job Descriptions provided by PeGS.
- ii. The empaneled agency shall search suitable profiles from their sources, conduct written test and Technical interviews of the candidates and provide at least 5 CVs of qualifying candidates for each position within Fifteen (15) working days of receiving the requirement for the positions asked for by PeGS. In exceptional situation, at the discretion of CEO PeGS, PeGS may ask to provide less than 5 CVs, in such case the SLA related to providing minimum 5 CVs will not be applicable.
- iii. The empaneled agency may publish advertisement at their cost, if necessary. No cost shall be borne by PeGS in this case.
- iv. PeGS shall be free to simultaneously share the same requirement to multiple empaneled agencies.
- v. Objection or clarifications, if any, to the requirement raised by PeGS must be reported to the Management of PeGS by the empaneled agency within three (3) working days counted from the date of requirement sharing; otherwise it would be assumed that the agency has accepted the shared requirement. The requirement shall be raised through emails or letter.
- vi. In case the same candidate's profile is shared on email by two or more empaneled agencies simultaneously, the profile shall be routed through the agency which first shares it with PeGS.
- vii. Any candidate interviewed and not found suitable shall not be considered for the same position for a period 6 months from the date of interview through any of the empaneled agencies.

**4.2. Lining up interviews with PeGS:**

- i. PeGS shall communicate, at least 5 days' prior, the date of interview to the empaneled agencies. In exceptional cases, the above duration may be decreased on mutual consent.
- ii. PeGS will conduct a shortlisting of CVs received from all the empaneled agencies and shall communicate the agencies to align the shortlisted candidate for interview at PeGS.
- iii. Certified Written test marks and Technical interview score card should be submitted by the agency to PeGS before the final interview.
- iv. The agency shall ensure presence of minimum 50% of shortlisted candidates for the scheduled interviews.
- v. Final Interviews by PeGS will be conducted face-to-face or through video-conferencing with the concerned subject matter experts at PeGS Office. The interview panel will be constituted in consultation with PeGS.
- vi. The decision of PeGS regarding the selection / rejection of the candidate shall be final.
- vii. No cost of travel/logistics of candidates appearing for the interview shall be reimbursed/borne by PeGS in any case.
- viii. Salary negotiation is not part of Final Interview with PeGS. This need to be taken care by the empaneled agency separately.

- ix. After confirmation from the empaneled agency regarding acceptance of the offer by the candidate, Work Order/deployment letter will be issued by PeGS to on-board the resource.
- x. The agency need to keep at least one candidate as 'Wait-listed' from the selected pool of candidates by PeGS. In case of selected candidate dropping out before joining, offer to be rolled out to the wait-listed candidate.

#### **4.3.HR Management of outsourced resources:**

- i. PeGS reserves the right to change the joining date of the proposed candidate after mutually agreeing with the empaneled agency(ies)/candidate.
- ii. The empaneled agency shall ensure the joining of selected candidate within agreed timelines, which shall be based on the notice period (**not beyond two months**) of the selected candidate.
- iii. The deployed resources shall work on the payroll of the empaneled agency(ies). The empaneled agency(ies) shall manage the HR (Salary, PF, attendance, leaves, tour/travelling and other compliances) of the selected resources. PEGS shall only provide attendance of deployed resources to the respective agencies.
- iv. All the HR and admin related activities including document verification, pay slip generation, experience letters, leave management etc. of the resources deployed by the agency shall be the responsibility of the respective empaneled agency only. PeGS shall only monitor performance of the resources.

#### **4.4.Replacement of resource:**

- i. **Non-performance:** In case of failure to meet the standards of the PeGS/DIT (which includes efficiency, cooperation, discipline and performance), HR Agency/selected bidder may be asked to replace the resource for replacement/exit. The selected resource replacement shall be deployed within 30 days of confirmation from PeGS.
- ii. If deployed candidate leaves abruptly (Absent without approval for 7 days, without serving notice period etc.) Agency will be required to propose a replacement resource with the same or higher skill set/profile as desired by PeGS within 15 days of intimation by PeGS. Based on the decision made by PeGS, the selected resource replacement shall be deployed within 30 days of confirmation from PeGS.
- iii. In case of resignation by a resource, notice period of 60 days must be served by the candidate. Agency needs to ensure deployment of another resource with the same or higher skill set/profile as desired by PeGS within 60 days of resignation.
- iv. The replaced resource will be accepted by the PeGS only if he/she scores the same or more on the evaluation criteria as secured by the previous candidate (for which the replacement is required).

#### **4.5.Compliance, Documentation & Reporting to PeGS:**

- i. The empaneled agencies shall provide and be responsible for payment of salaries and other statutory privileges and facilities as applicable to deployed resources as per relevant and applicable law/rules/regulations and orders of the Central/State Government or local authorities or other authorities as are in force from time to time.
- ii. The agency will have to make the payments of salary directly into the bank account of the deployed resources.
- iii. Although PeGS would release the payment to Agency at the earliest as per the billing cycle, but still if there is a delay, the empaneled agency(ies) shall not hold the salary of the

deployed resources even if there is delay up to 2 Months from PeGS in processing the invoice of empaneled agency(ies).

- iv. The empaneled agencies shall also bear other charges in compliance to social security measures such as ESIC, EPF, Group insurance etc. in adherence to government guidelines from time to time.
- v. Each deployed resource shall be provided with ID card by the agency.
- vi. During the engagement, PeGS may ask the agency to submit the supporting documents which may be required to ensure that the tender terms and conditions are fulfilled.
- vii. The empaneled agencies shall mandatorily submit documents showing the proof of identification, qualification, experience and age of the resource deployed by it to PeGS
- viii. The background verification of the credentials of the resource shall be the responsibility of the empaneled agencies. The background verification report of the resource needs to be submitted to PeGS within one month of the deployment of the resource. The background verification will include verification of candidate's address, academic & professional certificates, experience certificates & Police verification.
- ix. The empaneled agencies shall employ at least one competent representative whose name, address, telephone number, identity proof shall be communicated in writing to the competent authority of PeGS, to supervise the deployment, HR Management and performance of deployed resources. The said representative, or if more than one are employed, then one of such representatives, shall be present whenever required and should be approachable in person or on phone to PeGS for discussion and meetings.
- x. The empaneled agencies shall maintain all records/registers as required under various Acts and other statutory laws in force and as amended from time to time, and produce the same before the Statutory Authorities as well as PeGS as and when required.
- xi. Outsourced resource shall follow the code of conduct of PeGS. In case of violation of this code of conduct, disciplinary action shall be taken against the resource.
- xii. In case it is found that any damage has occurred to the asset/property or premises of the Govt department/PeGS due to negligence of deployed resources in performing their duty and/or absence from the place of duty and/or any other reason, the cost of all such losses or damages as assessed by PeGS shall be recovered from empaneled agencies.
- xiii. For every resource deployed by agency, the resources shall sign a mutually agreed Non-Disclosure Agreement (NDA) with PeGS
- xiv. The format of NDA proposed to be signed between the deployed resource and the PeGS shall be as per the **Annexure 9**, at the time of deployment. A copy of the signed NDA shall be provided to the empaneled agency(ies) by PeGS for record keeping / reference purpose.
- xv. Deployment of part time resource shall not be acceptable. Every required resource shall have to be dedicated to PeGS and its assignments given.
- xvi. This RFP provisions the hiring of manpower as per the requirements of the PeGS on need basis.

**Licenses:** PeGS will not be responsible or liable for any infringements or unauthorized use of the licensed products by the Bidder in performance of any activity/obligations undertaken by the Bidder in terms of this RFP. In the event of any claims against the PeGS for any license related issues, the selected Bidder will have to act upon the same and all liabilities and claims whatsoever will have to be settled by the selected Bidder.

- xvii. The empaneled agencies shall comply with all the applicable laws in force and in effect.

#### 5. DELIVERABLES & TIMELINE FOR HIRING MANPOWER

Level	Deliverables	Timeline
I	Requisition for resource by PeGS	T
II	Broadcasting of Requirement	(T+3) Within 3 working days from requisition
III	Screening of CVs, Conduct written test (Best 15 against each position) including Technical interviews	(T+13) Within 10 working days from level II
IV	Submission of CVs	(T+15) Within 2 working days from level III
V	Screening of CVs (Best 5) for interviews	(T+20) Within 5 working days from level IV
VI	Joining of selected candidate	Within two months from the date of selection
VII	Background check report of the selected resource	Within one month from the date of joining

#### 6. PRE-QUALIFICATION / ELIGIBILITY CRITERIA

A proposer participating in the tender process shall possess the following minimum pre-qualification/ eligibility criteria

SN	Basic Requirement	Specific Requirements	Documents Required
1	Legal Entity	The Bidder should be legal entity registered in India as a <b>firm/ company / LLP / sole proprietorship / partnership / not-for-profit society or trust</b> and must be registered with the appropriate authority in India for at least past 3 years	<ol style="list-style-type: none"> <li>1. Certificates of incorporation / Registration Certificates along with Bylaws/ MoA &amp; AoA</li> <li>2. Copy of GST registration certificate and PAN allotment certificate issued by Income Tax department and</li> <li>3. Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three financial years i.e. FY 2019-20, FY 2020-21, FY 2021-22</li> </ol>
2	Financial Turnover	Bidder should have Average Annual Turnover of <b>Rs. 10 Crore (Rupees Ten Crores)</b> in IT/ITeS Domain (related turnover) during last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	<ol style="list-style-type: none"> <li>1. Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/ turnover from Hiring of Manpower business from IT/ITeS business for each financial year. <i>(In case, the financial accounts of year 2021-22 are not audited, then bidder must declare that &amp; submit the provisional statements signed by Statutory Auditor.)</i></li> </ol>

3	Experience of Manpower outsourcing in IT/ITeS sector	The Bidder must have undertaken <b>at least 3 (three) assignment(s) of a value not less than Rs. 1.00 crore each</b> , of providing technical resources, for Technology Implementation or Software/application Development or Management and monitoring of IT projects.	List of documents: 1. Related cumulative work orders / PO / Agreement copy along with each client certification. 2. Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value. 3. Client Satisfaction certificate <b>Note:</b> a. The ongoing projects can be considered if the bidder has received payments equivalent to the stated amount. b. Project details to be enclosed as per Annexure-(3) Form 2. If not submitted as per the Annexure format, the bid may not be evaluated.
4.	Financial Capability	The bidder should have financial capability to handle the services by mobilizing <b>Rs.25 lakhs per month</b> in advance to disburse payment to the resources deployed for at least <b>Two months</b> without awaiting payment from PeGS	Any Scheduled Banker's certificate to this effect to be produced.
5	Statutory Registrations	Shall have been registered with Employees Provident Fund (EPF), ESIC, GST & PAN	Registration copy of such certificates shall be enclosed as proof.
6	Mandatory Undertaking	Shall not have been black listed by any Central or State Government department or Corporation or Board / PSU / Semi-Govt organization as on the last date of receipt of bids	An undertaking to this effect should be submitted on its letter head as per Annexure 7: Self-Declaration

**Note: Any non-compliance to above criteria may lead to the disqualification of bidder from Technical Evaluation.**

#### **7. PERIOD OF CONTRACT**

Contract will be signed with the successful bidder.

- The selected Bidder(s) will be empaneled initially for 24 months.
- Based on the performance and mutual agreement between the parties, the contract may be extended further for One Year and if required for the reasons in writing, further one more year will be extended (2+1+1 years).

#### **8. SUB-CONTRACTING**

Not allowed

#### **9. WORKING LANGUAGE**

Empaneled agency shall deliver all documents only in English language.

#### **10. REPORTING**

All correspondences by the empaneled agency shall be addressed to the Chief Executive Officer of PeGS. However, on a regular basis, the agency shall be in contact with the designated Coordinator PeGS for all manpower requirements of PeGS.

## **11. INSTRUCTION TO THE BIDDERS**

### **11.1. GENERAL**

- a. A Bidder must submit only one proposal. If a Bidder submits or participates in more than one proposal, such proposals shall be disqualified.
- b. No commitment of any kind, contractual or otherwise shall exist unless and until a formal written contract has been executed by PeGS. PeGS may cancel this public procurement at any time prior to a formal written contract being executed.

### **11.2. COMPLETENESS OF RESPONSE**

- a. Bidders are advised to study all instructions, forms, requirements, appendices and other information in this RFP document carefully. Submission of the bid shall be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b. Failure to comply with the requirements of this RFP may render the proposals submitted by Bidders as non-compliant and the Proposals may be rejected. Bidders must:
  - i. Comply with all requirements as set out within this RFP.
  - ii. Submit the forms as specified in this RFP and respond to each element in the order as set out in this RFP
  - iii. Include all the supporting documentations specified in this RFP.

### **11.3. PRE-BID CLARIFICATIONS**

#### **11.3.1. BIDDERS QUERIES**

The prospective bidder requiring any clarification on the tender shall contact PeGS through email by sending their queries at [dit.pon@nic.in](mailto:dit.pon@nic.in) in the format as per Annexure-1 atleast 7 days before the last date of submission of Proposals. PeGS will provide clarifications to only those queries which would be received as specified in "Schedule of RFP". All future correspondence/corrigendum shall be published on <https://pudutenders.gov.in/> and CPPP <https://eprocure.gov.in/eprocure/app>

#### **11.3.2. CLARIFICATION TO PRE-BID QUERIES / ISSUE OF CORRIGENDUM**

- a. Clarification to the queries received will be published on <https://pudutenders.gov.in/> and <https://eprocure.gov.in/eprocure/app> Portal as per the timeline specified. However, PeGS makes no representation or warranty as to the completeness or accuracy of any response made in good faith, nor does PeGS undertake to answer all the queries that have been posed by the bidders.
- b. At any time prior to the last date for receipt of bids, PeGS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the RFP Document by a corrigendum.
- c. After the pre-bid conference/meeting, the Corrigendum (if any) & clarifications will publish at the Portal as per the timeline specified. No individual communication will be made to the queries.
- d. Any corrigendum(s) published/issued shall be deemed to be incorporated into this RFP.

- e. In order to give prospective Bidders reasonable time in which to take the corrigendum into account in preparing their bids, PeGS may, at its discretion, extend the last date for the submission of Proposals.

#### **11.4. PERIOD OF VALIDITY OF PROPOSALS**

The proposals submitted by bidders shall be valid for a period of 90 days from the date of submission of the proposal. On completion of the validity period, in case required, PeGS would solicit the bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing by post or email.

#### **11.5. COST OF RFP**

The proposer shall bear all costs associated with the preparation and submission of their proposal and PeGS shall not be responsible or liable for those costs regardless of the conduct or outcome of the bid process.

#### **11.6. CURRENCY OF THE PROPOSAL PAYMENT**

The currency of the proposal offers and the payments made (commercial transactions) shall be in Indian Rupees (INR).

#### **11.7. ALTERNATIVE / MULTIPLE PROPOSALS**

Alternative/ Multiple Proposals shall not be considered at all.

#### **11.8. WITHDRAWAL, SUBSTITUTION, AND MODIFICATION OF PROPOSAL**

- i. The bidder may modify, substitute or withdraw proposal after its submission, prior to the last date prescribed for submission of proposals.
- ii. No proposal will be modified or substituted subsequent to the last date for submission of proposal.
- iii. No proposal may be withdrawn in the interval between the last date for submission of proposals and the expiration of the period of proposal validity.

Bidder needs to follow the pudutenders portal processes during withdrawal, substitution, and modification of proposal.

#### **11.9. RIGHT OT TERMINATE THE PROCESS**

- a) PeGS may terminate the RFP process at any time and without assigning any reason. PeGS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by PeGS. The bidder's participation in this process may result PeGS selecting/empanel the bidder to engage towards execution of the contract.

#### **11.10. PUBLICATION / ANNOUNCEMENT OF RFP DOCUMENT**

The Tender document is available and downloadable on following websites:  
<https://pudutenders.gov.in/>  
<https://eprocure.gov.in/eprocure/app>

#### **11.11. EARNEST MONEY DEPOSIT (EMD) i.e. Bid Security**

- a) The bidder shall submit Earnest Money Deposit (EMD) of an amount of Rupees Three lakhs, which shall be deposited online during the submission of the tender on e-Procurement

portal.

- b) Unsuccessful bidder's EMD will be released within 30 working days of issuing of work order or signing of agreement with successful agencies.
- c) The successful bidder's EMD will be returned after submission of performance Security.
- d) The EMD may be forfeited relevant reasons including for the following cases:
  - i. If a bidder withdraws his proposal or increases his quoted prices during the period of proposal validity or its extended period, if any; or
  - ii. In the case of a successful bidder, if it fails within the specified time limit to sign the agreement.

#### **11.12. PERFORMANCE SECURITY**

- e) The successful agencies who are eligible to empanel with PeGS under this engagement shall submit a Performance Guarantee of an Rupees Three lakhs in the form of Performance Bank Guarantee (PBG) for the engagement period plus 90 days. All charges with respect to the Performance Security shall be borne by the bidder.
- f) The Performance Security shall remain with PeGS for the engagement period plus 90 days.
- g) The Performance Security shall be returned upon being satisfied that there has been due performance of the obligations of the bidder under the contract. However, no interest shall be payable on the performance security.
- h) This security may be invoked on violation of any of the conditions in this document including:
  - i. Bidder is not able to deliver services as per SLA.
  - ii. The bidder or his employee is involved in any unlawful activity during its engagement with PeGS.
  - iii. If the Bidder is non-responsive to the requirements raised by PeGS for consecutive 3 times.

#### **11.13. SUBMISSION OF PROPOSALS**

The proposal shall be submitted as per the schedule given in the "Schedule of RFP". The Pre-Qualification Proposal, Technical Proposal and Financial Proposal shall be submitted online on pudutenders portal separately as follows:

Part 1: Pre-Qualification Proposal

Part 2: Technical Proposal

Part 3: Financial Proposal

##### **11.13.1. PRE-QUALIFICATION PROPOSAL**

- i. Annexure 2: Declaration (on the letterhead)
- ii. Annexure 3: Pre-Qualification Bids (Forms 1-6)
  - a) Form 1: Checklist for Eligibility/Qualification criteria compliance
  - b) Form 2: Project Details
  - c) Form 3: Agency/ Company information
  - d) Form 4: Contact Details of officials for correspondence during proposal process

- e) Form 5: Certificate for Average Annual Turnover
- f) Form 6: Declaration for Non-Debarment & non-blacklisting

#### **11.13.2. TECHNICAL PROPOSAL**

##### **Annexure-4 Technical Bid:**

- i. Form 7: Checklist for Technical Evaluation Criteria compliance
- ii. Form 8: Technical Proposal details

#### **11.13.3. FINANCIAL PROPOSAL**

- i. Form 9: Financial Proposal **Annexure-5**

The Financial proposal shall be submitted in the format given on <https://pudutenders.gov.in/> as per Annexure 5 and should not have any deviations, restrictive statements, etc. therein. Otherwise, such proposal is liable to be rejected at the sole discretion of PeGS.

Please note that prices/rate should not be indicated anywhere other than Financial Proposal. If found anywhere before opening of Financial Bid, their proposal shall be rejected.

All the pages of the proposal must be sequentially numbered and must contain the list of contents with page numbers. Any deficiency in the documentation may result in the rejection of the Bid.

The original proposal/bid shall be prepared in indelible ink. It shall contain no interlineations or overwriting. Each of the pages must be signed by Authorized Signatory.

If any difference in the figures or words is found, then the value in words shall prevail.

In case any bidder has failed to quote the service charges in the Financial Bid Format, the bid submitted by that bidder will be rejected and its EMD will be forfeited.

Bidders are advised to exercise adequate care in quoting the prices. No excuse for corrections in the quoted figures will be entertained after the proposals are submitted to PeGS

The bids are to be submitted electronically on Pudutenders portal on or before the last date of proposal submission. Bids received in any other form will not be accepted and may lead to rejection of the bid.

The bid response of the Bidder to be submitted and uploaded on Pudutenders Portal against this RFP.

Earnest Money Deposit should be paid through online mode in pudutender portal to the account provided by PeGS

The Bidder should take into account any Corrigendum to this RFP document that may have been published before submitting their Proposals.

The pre-qualification bid (Forms at Annexure 2-3), technical bid (Forms at Annexure 4) and

Financial bid (Forms at Annexure 5) should be complete documents and should be in separate single PDF documents. All the pages of the bid must be sequentially numbered and must contain the list of contents with page numbers. Bidders are required to submit all details as per the formats given in the RFP document only. Any deficiency in documentation may result in the rejection of the bid at the sole discretion of PeGS

The Bidders are requested to go through each Section and Annexure of the RFP document carefully to understand the documents required to be submitted and the process to be followed as a part of the Proposal. Any deviations may lead to rejection of the Proposal.

The Bidder should try to submit the proposal well before the last date and hence to avoid any inconvenience at the last moment. The Bidder will not be allowed to submit the Proposal after the Bid submission time.

Each document submitted by the bidder's proposals must be duly signed by the authorized.

#### **11.14. AUTHENTICATION OF BIDS**

A letter of authorization shall be supported by a written power-of-attorney accompanying the bid.

#### **12. BID EVALUATION**

The submitted Bids will be opened as per timeline. An Officer authorized by PeGS, in the presence of such of those Bidders or their representatives who may be present at the time of opening. **In case of contingency, the virtual meeting may be conducted for the purpose. If so, a meeting link will be posted at the Department of Information Technology Website ([www.dit.py.gov.in](http://www.dit.py.gov.in)).**

There will be three bid-opening events

- i. Pre-Qualification Proposal opening
- ii. Technical Proposal opening
- iii. Financial Proposal opening

The Tender Evaluation Committee constituted by the PeGS shall evaluate the responses to the RFP and all supporting documents/ documentary evidence. Any Bidder's inability to submit requisite supporting documents/ documentary evidence, may lead to rejection.

The decision of the Tender Evaluation Committee in the evaluation of responses to the RFP shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.

The Tender Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.

Each of the responses shall be evaluated as per the criteria and requirements specified in this RFP.

No enquiry shall be made by the bidder(S) during the course of evaluation of the tender, after opening of proposal, till final decision is conveyed to the successful bidder(s).

However, the Committee/its authorized representative and PeGS Puducherry can make any enquiry/ seek clarification from the bidders, which the bidders must furnish within the stipulated time else the bids of such defaulting bidders will be rejected.

The Technical Proposals of only those bidders will be opened who clear the Pre-qualification stage and the Financial proposals of only those bidders who qualify the technical evaluation shall be opened.

PeGS will examine the Proposals to determine whether they are complete, whether the documents have been properly signed and the proposals are generally in order. Any proposals found to be non-responsive for any reason or not meeting any criteria specified in this RFP, will be rejected by the eGS and shall not be included for further consideration.

Initial proposal scrutiny will be held, and the proposals will be treated as non-responsive, if they are:

- i. Not submitted in the format as specified in this RFP document;
- ii. Found with suppression of details;
- iii. Submitted with incomplete information;
- iv. Submitted without the documents required under this RFP;
- v. Non-compliant to any of the clauses mentioned in this RFP;
- vi. Lesser validity period than that prescribed in this RFP;
- vii. If it is submitted with conditional and partial offers.

#### **12.1. EVALUATION CRITERIA**

PeGS shall evaluate the responses of the bidders to this RFP and scrutinize the supporting documents/documentary evidence as per standard formats (Annexure 2,3,4 & 5). Inability to submit the requisite supporting documents / documentary evidence by the bidders, may lead to rejection.

The decision of PeGS in the evaluation of proposals shall be final. No correspondence will be entertained outside the process of evaluation with PeGS. PeGS may ask for meetings with the Bidders or may issue in writing/email to seek clarifications or confirmations on their proposals.

During the Proposal Evaluation, PeGS reserves the right to reject any or all the proposals. Each of the Proposals shall be evaluated as per the criteria and requirements specified in this RFP. The Evaluation Committee (EC) constituted by the PeGS shall evaluate the responses to the RFP and all supporting documents & documentary evidence as mentioned in this section of the RFP.

PeGS reserves the right to check/ validate the authenticity of the information provided in the Pre-qualification, Technical Evaluation criteria and Financial Evaluation and the requisite support must be provided by the Bidder

## 12.2. EVALUATION BASED PRE-QUALIFICATION

- I. First the Pre-Qualification Proposal Documents will be reviewed/evaluated and only those bidders who qualify the minimum requirements (Refer Section 6-Prequalification) specified in the RFP, will be eligible for technical evaluation.
- II. Technical Proposal and Financial Proposal of Bidders who do not meet the Pre-Qualification criteria will not be opened. All the supporting documents/documentary evidence must be attached as per specifications done in pre-qualification criteria i.e. Section 6 and Form 1 to Form 6 given in Annexure-3.

## 12.3. TECHNICAL EVALUATION

- a) The technical proposal (**Refer Form 7 and Form 8 given at Annexure-4**) of Bidders qualified from pre-qualification evaluation will be opened for technical evaluation. The technical score of all the bidders would be calculated as per the criteria mentioned below. All the bidders who achieve at least **70 marks** in the technical evaluation would be eligible for the next stage, i.e. Financial Bid opening.
- b) Each of the Technical Bids shall be evaluated against (100) technical Marks. Evaluation Marks shall be assigned to each Bid on the basis of the Technical Proposal details and evidences submitted (**Refer Form 7 and Form 8 given at Annexure-4**).
- c) The Proposal with the highest technical marks shall be given a score of 100(Hundred) points and the other Proposals be given technical score that are proportional to their marks w.r.t the highest technical marks.

$$I. \text{Technical score (in points)} = (T/T_{\text{high}}) * 100$$

T- the total technical marks awarded to the Bid

T<sub>high</sub> – the Technical Marks achieved by the Bid that was scored best among all responsive Bids

**Note: Technical Mark used to identify the eligible bidder for financial evaluation shall not be confused with technical score used to calculate combined weighted score for quality and cost ranking.**

- d) Upon verification, evaluation/assessment, if in case, any information furnished by the bidder is found to be false / incorrect, their proposal will be summarily rejected and no correspondence on the same shall be entertained.
- e) Submission of false/forged documents will lead to forfeiture of EMD and blacklisting of agency for a minimum period of 3 years from participating in PeGS tenders.
- f) While the Bidder will be evaluated on the technical evaluation criteria mentioned below, **ALL THE DOCUMENTS/FORMS SPECIFIED IN THE RFP (TECHNICAL PROPOSAL FORMAT (Form 7 and Form 8 in ANNEXURE-4) ARE ALSO REQUIRED TO BE MANDATORILY SUBMITTED)** and non-submission may lead to rejection of the Proposal. The Bidder's technical Proposal will be evaluated as per the evaluation criteria mentioned in the following table:

SN	Criteria	Methodology	Documents required	Maximum Marks
1.	<b>Turnover</b> The bidder should have average annual turnover of INR 10 Crores in last 3 financial years (FY 19-20, FY 20-21, FY 21-22)	Turnover INR 10 to 20 Crores = <b>10 Marks</b> Above 20 to 50 Crores = <b>12.5 Marks</b> Above INR 50 Crores = <b>15 Marks</b>	Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/turnover from Hiring of Manpower business or equivalent business for each financial year. <i>(In case, the financial accounts of year 2021-22 are not audited, then bidder must declare that &amp; submit the provisional statements signed by Statutory Auditor.)</i>	15
2.	<b>Number of assignments</b> –Experience of Manpower outsourcing in IT/ITeS sector OR providing PMU/ Human resources in IT/ITeS domain.	<b>Assignment(s) of a value not less than Rs. 1.00 crore each</b> , of providing resources, for Technology implementation or software/Application Development or Management and Monitoring of IT projects: 3 to 4 assignments: <b>15 Marks</b> 5 to 8 assignments: <b>17.5 Marks</b> >9 assignments: <b>20 marks</b> Additional assignments of same nature <b>Provided that all these assignments shall not be of the period prior to 1<sup>st</sup> March 2019</b>	Related cumulative work orders / PO / agreement copy along with client certification.  Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value.	20
3.	<b>Value of a single Assignment</b> Experience of Manpower outsourcing in IT/ITeS sector OR providing PMU/Human Resources in IT/ITeS domain	Value of <b>one single largest</b> assignment Above 1 to 4 crores – <b>10 marks</b> Above 4 Upto 8 crores – <b>12.5 marks</b> Above 8 crores – <b>15 marks</b>	Related cumulative work orders / PO / agreement copy along with client certification.  Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value.	15
4.	<b>CMMi client Experience:</b> Experience of Manpower sourcing to CMMi Level 3 or above companies of a value not less than Rs. 1 crore. (Substantial and identifiable proof of CMMi	For each one Project with <b>CMMi Level 5 Client – 7.5 Marks</b>  For each One Project with <b>CMMi Level 4 Client – 5 Marks</b>	1. Related work orders / PO / agreement copy along with client certification.  Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining duration and	15

	certification of the client firm / company shall be submitted)	For each One Project with <b>CMMi Level 3 Client – 3 Marks</b>	value 2.Substantial and identifiable proof of certification of the client firm/company shall be submitted by bidder at the time of bidding.	
5.	<b>Technical Presentation</b>	<b>Based on presentation Parameters:</b> <ul style="list-style-type: none"> <li>• <b>Approach &amp; Methodology;</b></li> <li>• <b>Hiring plan with timelines;</b></li> <li>• <b>HR Management along with Tools;</b></li> <li>• <b>Risks and mitigation measure;</b></li> <li>• <b>Unique solutions</b></li> </ul>		35
			<b>Total Marks</b>	<b>100</b>

**The minimum technical score (TS) required to be qualified is: 70 marks**

Bidders, whose bids are responsive, based on minimum qualification criteria / documents as in Pre-Qualification Criteria and score the required marks in the Technical Evaluation Criteria as above would be considered technically qualified. Price Bids of such technically qualified Bidders alone shall further be opened

**12.4. Evaluation of Financial Proposal**

- a) Bidders secured at least **70 Marks** in technical evaluation will be eligible to participate in financial bid opening process. The Financial Bids (**i.e. Form 9 in Annexure-5**) of the technically qualified bidders will be opened on the prescribed date in the presence of representatives of bidders.
  - In **Form 9** given at Annexure-5, the Bidders are required to quote their Service Charges in terms of % (percentage) of monthly salary being paid to the deployed resources. The components salary for the purposes of this RFP are Basic and all Allowances as mentioned in the Letter of Contract to the Candidate. The same figure will be used for calculation purpose towards payment of fee upon successful hiring.
- b) After opening of financials bids of eligible bidders, the financial scoring will be done. As mentioned earlier the weightage of 80 for technical and weightage of 20 will be given to financial score under the evaluation.
- c) The lowest financial quoted rate will receive highest marks i.e. 100. Scoring to other higher quoted rate will be assigned using formula indicated below:  

$$\text{Financial Score} = (\text{Lowest Rate} / \text{Quoted rate}) * 100$$
- d) After weighted scoring of both technical and financial bids, they will be combined together and ranked. Highest scorer will secure Rank 1, then Rank 2 and so on.
- e) The Bidder with Rank One based on QCBS system will be selected using weightage of 80:20 for Technical and Financial respectively.
- f) An illustration of calculation is as under:

A	B	C	D	E	F	G	H	I
Sr.	Name of the bidder	Technical Score secured(in points)	Weighted Technical Score (Col. C*0.80)	Actual Financial Rate/ Quote (in %)	Financial Score (Lowest Rate/ Quoted Rate)* 100	Financial Score Weighted (Col. F*0.20)	Total score (Col. D+ Col. G)	Rank
1							Highest score	1
2								
n.								

- g) If a Bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered.
- h) Abnormally low financial bids will be handled as per the guidelines issued by the Ministry of Finance, Government of India (<https://doe.gov.in/sites/default/files/Predatory%20pricing%20-%20Abnormally%20Low%20Bids.pdf>) and for predatory pricing and abnormally low bids evaluations. And, any conditional bid would be rejected.
- i) Errors & Rectification: If there is a discrepancy between Words and Figures, the **Figure indicated in Words will prevail**".

#### 12.5. EXCLUSION OF PROPOSAL/ DISQUALIFICATION

PeGS may exclude or disqualify a proposal if:

- I. The information submitted was false or constituted a misrepresentation; or
- II. The information submitted, was materially inaccurate or incomplete; and
- III. The proposer is not qualified as per pre-qualification/ eligibility criteria mentioned in the bidding document, even after seeking clarifications/ additional documents by committee;
- IV. The proposal materially departs from the requirements specified in the proposal or it contains false information;
- V. The proposer submitting the proposal, his agent or any one acting on his behalf, gave or agreed to give, to any officer or employee of the PEGS or other governmental authority a gratification in any form or any other thing of value so as to unduly influence the Tender Process;
- VI. A proposer, in the opinion of the PEGS, has a conflict of interest materially affecting fair competition.
- VII. A proposal shall be excluded/ disqualified as soon as the cause for its exclusion/disqualification is discovered.
- VIII. Any attempt by a bidder to influence PEGS in the evaluation of the proposal or contract award decisions may result in the rejection of its proposal.

#### 13. AWARD CRITERIA

- a) PeGS will award the Contract to the Best Value Bidder, finalized as per the financial bidding

process mentioned above.

- b) The **Bidders secured Rank 2 and Rank 3 will also be eligible for providing their services provided they agree to provide services as per the rate quoted by Rank 1 Bidder.**

#### **14. ALLOTMENT OF WORK WITHIN EMPANELED AGENCIES**

- a) The Agency 1 whose rates were applied to all empaneled agencies, shall have the first right to deploy the proposed resources mentioned in the **Annexure-12**.
- In case the Agency 1 fails to propose the required resources within 15 days of receipt of requirement or shows their inability to source the required resources, the resource requirement shall be made to Agency 2 & Agency 3 those are empaneled with PeGS. Amongst the Agency 2/ Agency 3, the one who responds earliest with proposed resources shall be asked to on-board the resources as per the timelines mentioned in the RFP.
- b) Allocation of additional work i.e. hiring of resource apart from **Annexure-12** to the selected Bidders will be distributed on First come First serve basis.
- c) PeGS shall share the human resource requirement with the all empaneled agencies along with Job description.

#### **15. RIGHT TO ACCEPT / REJECT ANY OR ALL PROPOSAL(s)**

PeGS reserves the right to accept or reject any proposal, and to annul the tendering process / Public procurement process and reject all proposals at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the grounds for PeGS action.

#### **16. NOTIFICATION OF AWARD**

Prior to the expiration of the validity period, PeGS will notify the successful bidder in writing or through email, that its proposal has been accepted. The notification of award will constitute the formation of the contract **upon the successful bidders' furnishing of Performance Bank Guarantee (PBG) of Rs 5,00,000 (Rupees Five Lakhs Only).**

#### **17. CONTRACT FINALIZATION AND AWARD**

- a. The PeGS shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked best value bid on the basis of Technical and Financial Evaluation to the proposed Project.
- b. After the PeGS notifies the successful bidder that its proposal has been accepted, PeGS shall enter into a contract, incorporating all clauses, pre-bid clarifications and the proposal of the bidder(s) between PeGS and the successful bidder(s).

#### **18. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE RFP**

Failure of the successful bidder(s) to agree with the Legal Agreement and Terms & Conditions of the RFP shall constitute sufficient grounds for the annulment of the award, in which event PeGS may award the contract to the next best value bidder or call for new proposals from the interested bidders at its own discretion

In such a case, the PeGS may penalize with the suspension for participation in future for a period of up to one year.

#### 19. PENALTIES AND SERVICE LEVEL AGREEMENT (SLA)

Subject to conditions of Contract if the successful bidder fails to deliver or perform the Services within the period(s) specified in Criteria's indicated in Deliverables, competent authority shall, without prejudice to its other remedies under the Contract, deduct from the invoices or PBG, as penalty, deduction would be undertaken as per the penalties defined in penalty section.

##### Penalty terms

SN	Deliverables	Timelines/ Event	Applicable Penalty
1	Sharing of CV after screening, written test and technical interview	15 working days post sharing of requirement by PeGS	Rs. 2500/- per position for each week delay. The CV's shared between 15th to 21st day and further will attract above penalty.
2	Agency to ensure presence of minimum 50% of shortlisted candidates for the scheduled interviews. However, if agency has provided more than mandatory 5 CVs for each position, the SLA would be applicable till the requirement of only 5 CVs.	On the day of interview	Rs. 2500/- per position
3	Joining of each selected candidate	Within 60 days from selection.	Rs. 2500/- for each week delay.
4	Background verification of selected resource	Within 30 days of Joining of candidate	Rs. 1000/- for each week (or part thereof) delay beyond timelines.
5	Planned Replacement of Personnel	Any planned replacement of resource should be notified to PeGS at least 4 weeks in advance. There should be no time gap between the replacing resource and replaced resource. The profile of replacement resource should be submitted to PeGS for final evaluation. The Agency should submit additional profiles if sought by PeGS. The handover / knowledge transfer process needs to be documented as per RFP	Rs. 1000/- per position for each day delay from stated timelines.

		and duly certified by the PeGS / line department and the selected Agency.	
6	Replacement of resources – Maximum replacement of resources allowed 20% of the total deployed in a year.	Replacement beyond 20% in a year	Rs. 25,000/- per resource.
7	The deployed resources shall not be engaged in any activity other than PeGS's assignments. If it was found that deployed resource(s) is/are working in any other project outside PeGS.		No Moonlighting shall be permissible. Penalty of Rs. 50,000 per resource may be imposed. PeGS may ask to replace resource in such instances. Non adherence to this will lead to cancellation of contract.
8	Replacement of candidate from waitlist	Within 45 days of communication by PeGS.	Rs. 2500/- for each week delay. Exception only in case where the notice period exceeds 45 days' subject to approval of CEO, PeGS.
9	Submission of all monthly compliance reports to PeGS as per prescribed format within the stipulated timeframe (unless exemptions are agreed to/provided by PeGS in writing).	100% Compliance	2% of Total Monthly Service Charge Due to the Agency in the particular month.
10	Willful absence of deployed resources without permission of PeGS for more than 2 working days.	100% attendance except permitted leave of absence.	Over and above the deduction of person-month rate of the absentee resource for the absence period, a penalty of twice the amount payable (per day) for the absentee resource for the period of absence may be levied.

**Note: -**

It is clarified here that if the delay in deployment of resources is on the request of the PeGS then, no penalty shall be imposed on the bidder for that time period.

**20. OTHER TERMS:**

- I. If in any year the total value of penalty is more than 10% of the total value of the invoice raised in that year, the contract of the agency may be terminated and the Performance Bank guarantee may be forfeited. Duration of year will be calculated as 365 days from the date of signing of the agreement
- II. In case the empaneled agency(ies) is not satisfied with the manner in which or amount

of penalties that were levied as above for not meeting the deliverables within the timelines, the agency may represent the matter to Secretary cum Vice-Chairman PeGS for decision. The agency while requesting for penalty waive-off and/or timeline reduction/extension will be required to present written document detailing the justification for the request.

- III. Only recorded communication such as email or letter will be accepted as "Communication" for applicability of the above penalty clauses.
- IV. Even after this if there is disagreement, the matter may be resolved as per **Section 37** 'Settlement of Disputes' mentioned in the RFP.

## **21. LATE PROPOSAL**

Proposal submitted after due date and time shall not be accepted.

## **22. CANCELLATION OF TENDER PROCESS**

- I. If any bidding process has been cancelled, it shall not be reopened but it shall not prevent PEGS from initiating a new proposal process for the same subject matter of procurement, if required.
- II. PeGS may, for reasons to be recorded in writing, cancel the process of procurement initiated by it at any time prior to the acceptance of the successful proposals; or after the successful proposal is accepted in accordance with below:
  - 1) If a proposer is convicted of any offence under the prevailing law, PeGS may:
    - a. Cancel the relevant Tender Process if the proposal of the convicted proposer has been declared as successful but no procurement contract has been entered into;
    - b. Rescind the relevant contract or forfeit the payment of all or a part of the contract value if the procurement contract has been entered into between PeGS and the convicted proposer.
  - 2) If it determines that the bidder recommended for award or on whom the contract / award has already been placed has engaged in corrupt or fraudulent practices in competing for the contract/award in question.

The decision of PeGS to cancel the procurement and reasons for such decision shall be immediately communicated to all proposers that participated in the tender process.

## **23. INTERFERENCE WITH TENDER PROCESS**

For a proposer who withdraws from the tender process after opening of financial proposal / withdraws from the tender process after being declared the successful proposer / fails to enter into contract after being declared the successful proposer / fails to provide performance security or any other document or security required in terms of the bidding documents after being declared the successful proposer, without valid grounds, shall, in addition to the recourse available in the bidding document or the contract, EMD submitted will be forfeited.

## **24. DEBARMENT FROM BIDDING**

- I. If PeGS finds that a proposer has breached the **code of integrity (Annexure-6)** prescribed in the RFP, it may debar the proposer for a period of three years.

- II. Where the entire proposal security or the entire performance security or any substitute thereof, as the case may be, of a proposer has been forfeited by PEGS in respect of any tender process or procurement contract, the proposer may be debarred from participating in any tender process undertaken by PeGS for a period of three years.
- III. PeGS, as the case may be, shall not debar a proposer under this section unless such proposer has been given a reasonable opportunity of being heard.

## **25. MONITORING OF CONTRACT**

If delay in delivery of service is observed, a performance notice would be given to the selected proposer to speed up the delivery. Any change in the constitution of the agency etc. shall be notified forth with by the contractor in writing to PeGS **within thirty days** of such change. Such change shall not relieve the agency, from any liability under the contract.

The selected proposer shall not assign or sub-let his contract to any other agency.

## **26. CORRUPT/FRAUDULENT PRACTICES**

- I. PeGS requires that the bidders under this tender shall observe the highest standards of ethics during the execution of such contracts. In pursuance of this policy, PeGS defines the terms set forth as follows:
  - a. "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the award of the contract, in contract execution;
  - b. "Fraudulent practice" means a misrepresentation of facts in order to influence award of contract or an execution of a contract to the detriment of PeGS, and includes collusive practice among bidders (prior to or after proposal submission) to deprive PeGS of the benefits of the free and open competition.
- II. In the event of corrupt practice and fraudulence, in addition to penal action as per the terms and conditions of the contract, legal action may also be initiated against the concerned. Apart from termination of contract, PeGS may also forfeit the PBG submitted by the bidder.
- III. PeGS will suspend the award of contract if prima-facie it is established that the bidder had engaged in corrupt or fraudulent practices in competing for the contract in question.
- IV. PeGS will declare a bidder ineligible after giving opportunity of being heard, either indefinitely or for a stated period of time, to be awarded a contract, if at any time it is found that the bidder has engaged in corrupt and fraudulent practices in competing for, or in executing, this contract.

## **27. GENERAL TERMS AND CONDITIONS OF PROPOSAL AND CONTRACT**

Proposers should read these conditions carefully and comply strictly while sending their proposal.

**Note:** The proposer shall be deemed to have carefully examined the conditions of the services to be rendered. If the proposer has any doubts as to the meaning of any portion of these conditions, he shall, before submitting the proposal and signing the contract refer the same to PEGS and get clarifications.

### **27.1. SIGNING OF CONTRACT**

The successful bidder(s) shall execute an agreement within 15 days from the date of issuance of Letter of Intent (LoI) (or work order if LoI is not issued) with PeGS. In addition to terms and conditions being mentioned hereunder, all terms and conditions of the tender and corrigendum issued shall also be applicable for the contract.

#### **27.2. EXECUTION OF AGREEMENT**

During the term of contract, the empaneled agency(ies) will work closely with PeGS and will perform the activities as per the scope of work. In case of poor performance, non-responsiveness or unjustified & repeated delays in sharing of relevant profiles of eligible candidates, PeGS shall terminate the agreement. In this case, the performance security shall be forfeited.

#### **27.3. FAILURE TO AGREE WITH THE TERMS AND CONDITIONS OF THE TENDER**

Failure of the successful bidder to agree with the Terms & Conditions of the contract shall constitute sufficient grounds for the cancellation of the proposal or annulment of the award. In such circumstances, PeGS would reject the proposal or annul the award and forfeit the EMD as specified in the document.

#### **27.4. CONTRACT DOCUMENTS**

Subject to the order of precedence set forth in the agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory.

### **28. CONFIDENTIALITY**

1. HR Agency/selected bidder shall keep all the details and information confidential with regard to the assignment, individual information of resources including documents, employee records, systems, facilities, operations, management and maintenance of the systems/facilities.
2. PeGS or its nominated agencies shall retain all rights to prevent, stop and if required take the necessary punitive action against HR Agency/selected bidder regarding any forbidden disclosure.
3. For the avoidance of doubt, it is expressly clarified that the aforesaid provisions shall not apply to the following information:
  - (a) Information already available in the public domain;
  - (b) Information which has been developed independently by HR Agency/selected bidder;
  - (c) Information which has been received from a third party who had the right to disclose the aforesaid information;
  - (d) Information which has been disclosed to the public pursuant to a court order.
4. Any handover of the confidential information needs to be maintained in a list, both by PeGS & HR Agency/selected bidder, containing at the very minimum, the name of provider, recipient, date of generation of the data, date of handing over of data, mode of information, purpose and signatures of both parties.
5. Notwithstanding anything to the contrary mentioned hereinabove, HR Agency/selected bidder shall have the right to share the Letter of Intent / work order provided to it by PeGS in relation to this Agreement, with its prospective purchasers solely for the purpose of and with the intent to evidence and support its work experience under this Agreement.

### **29. COPYRIGHT**

The copyright in all materials containing data and information furnished to the Purchaser by the

empaneled agency(ies) herein, as part of responsibility within scope of this contract, shall remain vested in PeGS.

### **30. GOVERNING LAW**

The Contract shall be governed by and interpreted in accordance with the laws of the Union Territory of Puducherry prevalent during & at the time of signing of contract. The courts in Puducherry and the Honorable High court of Madras shall have the jurisdiction.

#### **30.1. COMPLIANCE WITH THE LAW**

- 1) HR Agency/selected bidder shall not discriminate against any candidate for recruitment because of race, religion, creed, color, sexual orientation, age, national origin, pregnancy, genetic information, marital status or the presence of any sensory, gender, mental or physical disability. HR Agency/selected bidder shall strictly adhere to equal opportunity laws in India.
- 2) The HR Agency/selected bidder shall comply with all its obligations under Data Protection Law which means any applicable law, regulation, ordinance, rule, judgment, decree, directive, voluntary code, or court order between a Government Authority and PeGS or HR Agency/selected bidder containing personal data protection or privacy requirements etc.

### **31. RECOVERIES FROM AGENCY**

- 1) Recovery of penalties shall be made ordinarily from bills.  
PeGS shall withhold amount to the extent of shortcomings of the delivery of services unless these are completed as per the SLA. In case of failure to withhold the amount, it shall be recovered from dues of the agency and performance security deposit available with PeGS. The balance, if any, shall be demanded from the empaneled agency(ies) and when recovery is not possible, PeGS shall take recourse to law in force.

### **32. TAXES & DUTIES**

- 3) GST, if applicable, shall not be included in the proposal price and shall be paid by PeGS separately on prevailing rates. All other taxes, duties, license fee and levies shall be including in the proposal price.
- 4) TDS, if applicable for any tax, shall be done as per law in force at the time of execution of the contract.
- 5) If any tax exemptions, reductions, allowances or privileges may be available to the successful/ selected proposer / agency, the agency shall use its best efforts to benefit from any such tax savings to the maximum allowable extent, without any negative impact on PeGS and the contract.
- 6) Any future changes in tax provision either by Central or State government shall be applicable.

### **33. MANDATORY FURNISHING OF GST PARTICULARS**

The Contractor / Service provider shall mandatorily furnish the following documents to the Commissioner, Commercial Tax:

- i. Copy of the Work Order.
- ii. HSN Code of Goods and Service Account Code of Services which shall be supplied during the execution of the contract.
- iii. GST Rate at which the GST would be paid to the Commercial Tax Department against each of the items in (ii) above.

The information shall be submitted to the Commissioner, Commercial Tax, with a copy to the procuring/Government Entity, within 15 calendar days of receipt of the work order.

#### **34. FORFEITURE OF PERFORMANCE BANK GUARANTEE**

Forfeiture of Security Deposit: Security amount in full or part may be forfeited in the following cases:

- a. When the terms and conditions of contract is breached/infringed.
- b. When contract is being terminated due to non-performance of the Successful Bidder.

Notice of reasonable time will be given in case of forfeiture of security deposit. The decision of the Nodal Officer in this regard shall be final.

#### **35. PAYMENTS**

- i. Payment would be made in Indian Rupees only based on the actual resource deployed by the agency
- ii. Invoices will have to be raised PeGS on monthly basis with the relevant document proofs at the start of every month (of the financial year), after payment of salary to all resources in the previous month. The applicable service charge (to be calculated as % of offered CTC) will be divided into 12 equal parts and will be paid on a monthly basis. Payments shall be subject to deductions of any amount for which the agency is liable as per the penalty clause of this RFE document. Further, all payments shall be made subject to deduction of TDS (Tax Deduction at Source) as per the applicable Acts & Laws.
- iii. After acceptance of the invoice along with the supporting documents, the invoice would be processed for release of payment within 30 working days after due verification of the invoice & other supporting documents.
- iv. No Payment shall be made in advance to neither the HR Agency/selected bidder nor any loan from any bank or financial institution be recommended on the basis of work award.
- v. No interest/charges shall be paid on delayed payments.
- vi. The empaneled agency(ies) shall not be paid any extra charges (or any out-of-pocket expense) against such items which are required for performing proper and efficient working.

#### **36. CONTRACT MONITORING COMMITTEE**

- a) Contract Monitoring committee Comprising of Pr. Secretary/Secretary(IT) as chairman and Director IT and State Informatics officer , NIC as members shall be responsible for monitoring the progress of assignment, to oversee that the assignment is carried out as per the contract, to assess the quality of deliverables ,to accept/reject any part of assignment, to levy appropriate liquidated damages or penalty if the assignment is not carried out as per the contract and if the quality of services is found inferior and for any such deficiency relate to the completion of assignment. Monitoring the progress of Assignment entails the following activities
  - i. Issuing the notice to proceed
  - ii. Review the inception phase
  - iii. Deciding on possible modifications to scope of work and issuing contract variations
  - iv. Monitoring Progress of assignment, monitoring that resources are actually deployed as per the scope of work to ensure that timely completion of projects in accordance with contract.
  - v. Billing, payment and monitoring the expenditure vis-à-vis progress
  - vi. Resolving the problems faces by consultants'/services providers and dealing

- with disputes and arbitration
- vii. Terminating services prior to the end of the contract and
- viii. Release of final payment and guarantees (if any) and closing the contract
- ix. Post contract evaluation

### **37. TERMINATION OF THE CONTRACT**

- b) PeGS, by written notice sent to the Successful Bidder may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for PeGS convenience, the extent to which performance of the Successful Bidder under the Contract is terminated, and the date upon which such termination becomes effective. However, any undisputed payment to the invoices of the task accomplished by successful bidder would be paid by PeGS.
- c) If the Bidder fails to recruit resources for three times consecutively the Work Order/Contract will be cancelled.
- d) If the bidder delays the recruitment process for more than 15 days at three occasions, then the Work Order/Contract will be cancelled.
- e) If Bidder found charging any fee from resources towards the recruitment process for the requirement by PeGS.
- f) If the selected proposer becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the selected proposer, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to PeGS.

### **38. SETTLEMENT OF DISPUTES**

If any dispute of any kind whatsoever arise between PeGS and the successful bidder in connection with or arising out of the contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, shall be governed by the agreement entered between PeGS and successful bidder in the format given in the **Annexure -10**. The place of arbitration shall be Puducherry and all legal disputes are subject to the jurisdiction of courts at Puducherry and Honorable High court of Madras

### **39. FORCE MAJEURE**

#### **39.1. DEFINITION**

- i. For the purposes of this Engagement, "Force Majeure" means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.
- ii. Force Majeure shall not include:
  - a. any event which is caused by the negligence or intentional action of a Party or by or of such Party's agents or employees, nor

- b. any event which a diligent Party could reasonably have been expected both to take into account at the time of the conclusion of this Engagement, and avoid or overcome in the carrying out of its obligations hereunder.
- iii. Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

#### **39.2. NO BREACH OF TERMS AND CONDITIONS**

- i. The failure of a Party to fulfil any of its obligations stated as Terms and Conditions shall not be considered to be a breach of, or default under, this Engagement insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event
  - a. has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Engagement, and
  - b. has informed the other Party as soon as possible about the occurrence of such an event.

#### **39.3. MEASURES TO BE TAKEN**

- i. A Party affected by an event of Force Majeure shall continue to perform its obligations under the specified Terms and Conditions as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.
- ii. A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.
- iii. Any period within which a Party shall, pursuant to this Engagement, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.
- iv. During the period of their inability to perform the Services as a result of an event of Force Majeure, the Bidder, upon instructions by the "Purchaser", shall either:
  - a. Demobilize; or
  - b. Continue with the Services to the extent possible, in which case the Bidder shall continue to be paid proportionately and on pro-rata basis, under the terms and conditions of this Engagement.
- v. In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Section 20 – Settlement of Disputes.

#### **40. OTHER CONDITIONS**

- I. The empaneled agency(ies) shall bear the expenses regarding delivery of services.
- II. The empaneled agency(ies) shall not, under any circumstances, revise the rates already approved for services. Any request for an increase in the rates will not be entertained under any circumstances during the contract period.
- III. The empaneled agency(ies) shall execute the whole work in strict accordance with guidelines of PeGS.
- IV. PeGS shall reserve the right to make any alterations in or additions to the original

scope of work on mutually agreed terms. Any additional work which the bidder may be directed to do in the manner specified above as part of the work shall be carried out by the bidder on the same conditions in all respects on which he agreed to do the main work and at the same rates as specified by PeGS.

- v. Any publicity by the bidder in which the name of PeGS is to be used shall be done only with the explicit written permission of PeGS.

**41. EXIT MANAGEMENT ON CONTRACT COMPLETION/TERMINATION:**

- i. The empaneled agency shall follow the migration plan laid out by the PeGS
- ii. Disbursement of last month bills need to be done by empaneled agencies within 7 days.

## ANNEXURES

### ANNEXURE-1: PRE-PROPOSALS QUERIES FORMAT

{To be filled by the bidder}

**Name of the Agency:**

**Name of Person(s) Representing the Company/ Agency:**

Name of Person	Designation	Email-ID(s)	Contact Number	Address for Correspondence

**Query / Clarification Sought:**

Sr. No.	RFP Page No.	RFP Clause No.	Clause Details	Query/ Suggestion/ Clarification

**Note:** - Queries must be submitted in the prescribed format only (.XLS/ .XLSX). Queries not submitted in the prescribed format will not be considered/ responded at all by PEGS.

**Pre-Proposal queries shall be sent at the e-mail address mentioned in the RFP, and 24 hours before Pre-bid meeting. Queries submitted post that may not be entertained.**

## ANNEXURE-2: COVERING LETTER

{To be submitted on the letter head of the bidder}

To,  
Chief Executive Officer,  
Puducherry e-Governance Society (PEGS)  
#505, II Floor, PRD Complex, Kamaraj Salai, Saram,  
Puducherry 605 013

Dear Sir,

We, the undersigned, offer **Proposal for empanelment of agencies for providing Human resources to PeGS** in accordance with your RFP dated .....We are hereby submitting our proposal as per the requirements mentioned in the RFP.

We hereby declare that:

- i. All the information and statements made in this proposal are true and we accept that any misinterpretation or misrepresentation contained in this proposal may lead to our disqualification by the Client.
- ii. We meet the eligibility requirements as stated in this RFP and we confirm our understanding of our obligation to abide by the policy in regard to corrupt and fraudulent practices.
- iii. Our proposal is binding upon us and subject to any modifications/ amendments PEGS made before the date of submission.
- iv. Our Agency does not face any sanction or any pending disciplinary action from any authority against our Agency.
- v. We understand that the Client is not bound to accept any proposal that the Client receives.

Thanking you,

Authorized Signature {In full and initials with Seal}:

Name and Title of Signatory:

Name of Bidder

(Agency/ Company's name):

In the capacity of:

Address:

Contact information (phone and e-mail):

Date& Time:

Place:

## ANNEXURE-3: PRE-QUALIFICATION BID (FORM 1- 6)

**Form 1: Checklist for Eligibility / Qualification Criteria Compliance**

**Form 2: Project Details**

**Form 3: Agency/ Company information**

**Form 4: Contact Details of officials for correspondence during proposal process**

**Form 5: Certificate for Average Annual Turnover**

**Form 6: Declaration for Non-Debarment & non-blacklisting**

**Form1: Checklist for Eligibility / Qualification Criteria Compliance**

SN	Basic Requirement	Specific Requirements	Documents Required	Compliance (yes/No)	Ref Pg NO
1	Legal Entity	The Bidder should be legal entity registered in India as a <b>firm/ company / LLP / sole proprietorship / partnership / not-for-profit society or trust</b> and must be registered with the appropriate authority in India for at least past <b>3</b> years	<ol style="list-style-type: none"> <li>1. Certificates of incorporation / Registration Certificates along with Bylaws/ MoA &amp; AoA</li> <li>2. Copy of GST registration certificate and PAN allotment certificate issued by Income Tax department and</li> <li>3. Certificate issued by the CA (with CA's Registration Number/ Seal) regarding the bidder having operations in India for the last three financial years i.e. FY 2019-20, FY 2020-21, FY 2021-22</li> </ol>		
2	Financial Turnover	Bidder should have Average Annual Turnover of <b>Rs. 10 Crore (Rupees Ten Crores)</b> in IT/ITeS Domain (related turnover) during last three financial years (i.e. 2019-20, 2020-21 and 2021-22)	<ol style="list-style-type: none"> <li>1. Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/turnover from Hiring of Manpower business or equivalent business for each financial year. <i>(In case, the financial accounts of year 2021-22 are not audited, then bidder must declare that &amp; submit the provisional statements signed by Statutory Auditor.)</i></li> </ol>		
3	Experience of Manpower outsourcing in IT/ITeS sector	The Bidder must have undertaken <b>at least 3 (three) assignment(s) of a value not less than Rs. 1.00 crore each</b> , of providing technical resources, for Technology Implementation or Software/application Development or Management and monitoring of IT projects	<p>List of documents:</p> <ol style="list-style-type: none"> <li>1. Related cumulative work orders / PO / Agreement copy along with each client certification.</li> <li>2. Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value.</li> <li>3. Client Satisfaction certificate</li> </ol> <p><b>Note:</b></p> <ol style="list-style-type: none"> <li>a. The ongoing projects can be considered if the bidder has received payments equivalent to the stated amount.</li> <li>b. Project details to be enclosed as per Annexure-(3) Form 2. If not submitted as per the</li> </ol>		

			Annexure format, the bid may not be evaluated.		
4.	Financial Capability	The bidder should have financial capability to handle the services by mobilizing <b>Rs.25 lakhs per month</b> in advance to disburse payment to the resources deployed for at least <b>Two months</b> without awaiting payment from PeGS	Any Scheduled Banker's certificate to this effect to be produced.		
5	Statutory Registrations	Shall have been registered with Employees Provident Fund (EPF), ESIC, GST & PAN	Registration copy of such certificates shall be enclosed as proof.		
6	Mandatory Undertaking	Shall not have been black listed by any Central or State Government department or Corporation or Board / PSU / Semi-Govt organization as on the date of RFP	An undertaking to this effect should be submitted on its letter head as per Annexure 7: Self-Declaration		

SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

**Form 2: Project Details****Form 2.1: Project Summary**

S.No	Item	Details		
	<b>Number of Client projects enclosed</b>	<b>1 or 2 or 3 clients</b>		
<b>1</b>	Name of the Client 1		Contract Value (In Lakhs)	
<b>2</b>	Name of the Client 2		Contract Value (In Lakhs)	
<b>3</b>	Name of the Client 3		Contract Value (In Lakhs)	

**Form 2.2: Project Details (To be filled for each Project)**

S.No	Item	Details
<b>1</b>	Name of Bidder entity	
<b>2</b>	Name of the Client	
<b>3</b>	Name of the Project	
<b>4</b>	Contract Value (In Lakhs) (ensure relevant proof has been enclosed)	
<b>5</b>	Mention the document enclosed as proof of client engagement i. Master Service Agreement/ Work Order/ PO ii. Copy of Receipt of Payment iii. Client Satisfaction Certificate	
<b>6</b>	Reference page number in the bid proposal	
<b>7</b>	No. of cumulative orders enclosed as a proof for the project value	
<b>8</b>	Name, Title & Address of the Client who can be contacted	
<b>9</b>	Whether client is CMMi Certified? If so indicate the level	
<b>10</b>	Completion date(month/year)	
<b>11</b>	% of hired resources in technical posts	
<b>12</b>	Narrative description of the project	
<b>13</b>	Details of work that defines the scope relevant to the requirement	

SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

**Form 3 : Agency/ Company information**

Following are the particulars of our organization:

S. No.	Description	Details (To be filled by the bidder)
1	Name of the bidder	
2	Regional official address (in Puducherry, if any)	
3	Phone No. and Fax No.	
4	Registered Headquarters Address	
5	Phone No. and Fax No.	
6	Web Site Address	
7	Details of Agency's Registration (Please enclose copy of the registration document)	
8	Name of Registration Authority	
9	Registration Number and Year of Registration	
10	EPF/ESI registration Number	
11	Goods and Service Tax Registration No.	
12	Permanent Account Number (PAN)	

**Note: Separate sheets and additional details may be attached wherever necessary**

SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

**Form 4 : Contact Details of officials for correspondence during proposal process:**

Details	Authorized Signatory	Secondary Contact
Name		
Title		
Company Address		
Phone		
Mobile		
E-mail		

SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

**Form 5: Certificate for Average Annual Turnover**  
(On Statutory Auditor's Letter Head)

We hereby certify that total average annual turnover of  
M/S\_\_\_\_\_ (name of the bidder)  
during the last three audited financial years is as given below:

Annual turnover in INR			Average Annual Turnover
FY 2018-19	FY 2019-20	FY 2020-21	

(Signature of Statutory Auditor)

Name of Statutory Auditor:

Name of Statutory Auditor Firm:

Contact Details (Number and e-mail ID):

(Seal of organization)

**Form 6: Declaration for Non-Debarment & non-blacklisting**

(On the letter head of the bidder)

We hereby certify that we, M/s \_\_\_\_\_ (name of the bidder),  
having registered office at \_\_\_\_\_ (address of the  
registered office) have not been debarred or blacklisted by the Central Government, any State  
Government, a statutory authority or a public sector undertaking.

The certificate below is to be provided by the Bidder.

Yours Sincerely,

SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

#### ANNEXURE-4: TECHNICAL BID

##### Form 7: Checklist for Technical Evaluation Criteria Compliance

Note – Bidders should enclosed require number, of projects / credentials for marking system

SN	Criteria	Documents required	Details / name of projects	Compliance (Yes/No)	Ref. Pg. No. of Document submitted by Bidder
1.	<b>Turnover</b> The bidder should have average annual turnover of INR 10 Crores in last 3 financial years (FY 19-20, FY 20-21, FY 21-22)	Copy of balance sheet with Certificate from Statutory Auditor citing the revenue/ turnover from Hiring of Manpower business or equivalent business for each financial year. <i>(In case, the financial accounts of year 2021-22 are not audited, then bidder must declare that &amp; submit the provisional statements signed by Statutory Auditor.)</i>	<Year wise Turn over>		
2.	<b>Number of assignments</b> – Experience of Manpower outsourcing in IT/ITeS sector OR providing PMU/ Human resources in IT/ITeS domain.	Related cumulative work orders / PO / agreement copy along with client certification. Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value.	<Name of Projects>		
3.	<b>Value of a single Assignment</b> Experience of Manpower outsourcing in IT/ITeS sector OR providing PMU/Human Resources in IT/ITeS domain	Related cumulative work orders / PO / agreement copy along with client certification. Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining the value.	<Project wise value>		
4.	<b>CMMi client Experience:</b> Experience of Manpower sourcing to CMMi Level 3 or above companies of a value not less than Rs. 1 crore. (Substantial and identifiable proof of CMMi certification of the client firm / company shall be submitted)	1. Related work orders / PO / agreement copy along with client certification. Or Copy of Receipt of Payment / Completion Certificates as evidence of such orders clearly defining duration and value 2.Substantial and identifiable proof of certification of the client firm/company shall be submitted by bidder at the time of bidding.	<Name of CMMi Clients>		

5.	<b>Technical Presentation</b>	Based on presentation Parameters: <ul style="list-style-type: none"> <li>• Approach &amp; Methodology;</li> <li>• Hiring plan with timelines;</li> <li>• HR Management along with Tools;</li> <li>• Risks and mitigation measure;</li> <li>• Unique solutions</li> </ul>			
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SIGNATURE -Authorized Signatory

Date:

Full name and designation:

Contact details with address:

(Seal of organization)

### Form 8: Technical Proposal Details

1. **Understanding of the Requirement** (Not More than 2 page)
2. **Approach and Methodology** (Not More than 3 page)
3. **Resource selection and recruitment plan with Timeline** (Not More than 2 page)
4. **Unique IT enabled assessment and sourcing solution** (Not more than 2 pages)
5. **Risks and Mitigation Measures** (Not more than 1 page)
6. **Bidders experience format**–Please attach required documentary evidence as mentioned in the RFP for each of the assignment i.e. Work Order AND, Indicating the value of assignment Completion Certificates from the Client/Certificate of Completion (Certified by the Statutory Auditor) / Phase Completion Certificate f In addition, please provide details as per format below

**Format for providing projects details (Use same format separately for each project cited) Form 8.1: Project Summary**

S.No	Item	Details		
	<b>Number of Client projects enclosed</b>	<b>1 or 2 or 3 clients</b>		
1	Name of the Client 1		Contract Value (In Lakhs)	
2	Name of the Client 2		Contract Value (In Lakhs)	
3	Name of the Client 3		Contract Value (In Lakhs)	

### Form 8.2: Project Details (To be filled for each Project)

S.No	Item	Details
1	Name of Bidder entity	
2	Name of the Client	
3	Name of the Project	
4	Contract Value (In Lakhs) (ensure relevant proof has been enclosed)	
5	Mention the document enclosed as proof of client engagement <ol style="list-style-type: none"><li>Master Service Agreement/ Work Order/ PO</li><li>Copy of Receipt of Payment</li><li>Client Satisfaction Certificate</li></ol>	
6	Reference page number in the bid proposal	
7	No. of cumulative orders enclosed as a proof for the project value	
8	Name, Title & Address of the Client who can be contacted	

<b>9</b>	Whether client is CMMi Certified? If so indicate the level	
<b>10</b>	Completion date(month/year)	
<b>11</b>	% of hired resources in technical posts	
<b>12</b>	Narrative description of the project	
<b>13</b>	Details of work that defines the scope relevant to the requirement	

***In addition to the technical bid documents, bidder will need to prepare a Technical Presentation covering all aspects. The focus of the presentation should be to showcase understanding of the requirements, approach and methodology proposed, technical evaluation criteria. The technical presentation is not to be submitted along with the technical bid, bidder's will be notified separately for technical presentation.***

**ANNEXURE-5: FINANCIAL BID TEMPLATE**  
**Form 9: Financial Proposal**

Date:

To,

The Chief Executive Officer, PeGS,  
#505, PRD Complex, Kamaraj Salai, Saram,  
Puducherry 605 013

Sub: Selection of Agencies for Providing Technical Human Resources on Outsourcing basis.

Ref: No.: \_\_\_\_\_ Dated: \_\_\_\_\_

Dear Sir,

I/We, the undersigned proposer, having read & examined in detail, the Bidding Document, the receipt of which is hereby duly acknowledged. I/ we, the undersigned, offer to work as mentioned in the Scope of the work, Service Level Standards & in conformity with the said bidding document for the same.

We submit herewith the Financial Proposal (fees) for the assignment proposed by PeGS:

Particulars	Proposed Service Charges (in%)	
	In Number	In WORDS
Service Charges in terms of % (percentage) of Monthly Salary being paid to the deployed resources (inclusive of all taxes, duties etc. except GST)		

Terms & Conditions: -

1. The above quoted fee includes all duties, levies, taxes except for GST, which shall be payable extra as per prevailing rates.
2. The rates quoted would remain fixed for the entire contract period.
3. The service charges will be considered up to two decimal places only.
4. NIL Value quoted against any value above shall lead to rejection of proposal.
5. The Payment for the aforesaid quoted value shall be paid in accordance with Payment Terms.

I/We understand that you are not bound to accept the lowest or any proposal you may receive.

I/We agree to all the terms & conditions as mentioned above & in the bidding document and submit that we have not submitted any deviations in this regard.

Name of Bidder

(Firm/ Company's name):

Address:

Contact information (phone and e-mail): Date &

Time:

Place:

(Seal of organization)

#### **ANNEXURE-6: CODE OF INTEGRITY**

No official of a procuring entity or a bidder shall act in contravention of the codes which includes:

- I. Prohibition of any or all;
  - a) Making offer, solicitation or acceptance of bribe, reward or gift or any material benefit, either directly or indirectly, in exchange for an unfair advantage in the RFP process or to otherwise influence the RFP process.
  - b) Any omission, or mis-representation that may mislead or attempt to mislead so that financial or other benefit may be obtained or an obligation avoided.
  - c) Any collusion, bid rigging or anti-competitive behavior that may impair the transparency, fairness and the progress of the RFP process.
  - d) Improper use of information provided by PeGS to the bidder with intent to gain unfair advantage in the RFP process or for personal gain.
  - e) Any financial or business transactions between the bidder and any official of PeGS related to tender or execution process of contract; which can affect the decision of PeGS directly or indirectly.
  - f) Any coercion or any threat to impair or harm, directly or indirectly, any party or its property to influence the RFP process.
  - g) Obstruction of any investigation or auditing of a RFP process.
  - h) Making false declaration or providing false information for participation in a tender process or to secure a contract.
- II. Disclosure of conflict of interest.
- III. Disclosure by the bidder of any previous transgressions made in respect of the provisions of sub-clause (I) with any entity in any country during the last three years.

In case of any reported violations, the PeGS, after giving a reasonable ground for being heard, comes to the conclusion that a bidder or prospective bidder, as the case may be, has contravened the code of integrity, may take appropriate measures.

## ANNEXURE-7: SELF-DECLARATION

{To be submitted on the letter head of the bidder}

To,  
The Chief Executive Officer  
Puducherry e-Governance Society (PEGS)  
505, II Floor, PRD Complex, Kamaraj Salai, Saram,  
Puducherry 605 013

Date:

In response to the RFP Ref. No. \_\_\_\_\_ dated \_\_\_\_\_ for engagement of agency Engagement of Agency to provide human resources to PeGS, as an Owner/ Partner/ Director/ Auth. Sign. of \_\_\_\_\_, I/ We hereby declare that presently our Company/ agency \_\_\_\_\_, at the time of bidding:

- (a) Possess the necessary professional, technical, financial and managerial resources and competence required by the Bidding Document issued by the PeGS;
- (b) Have fulfilled my/ our obligation to pay such of the taxes payable to the Union and the State Government or any local authority as specified in the Bidding Document;
- (c) is having unblemished record and is not declared ineligible for corrupt & fraudulent practices either indefinitely or for a particular period of time by any State/ Central government/ PSU/ UT.
- (d) Does not have any previous transgressions with any entity in India or any other country during the last three years
- (e) Does not have any debarment or blacklisting by any other govt. department/organization/ society.
- (f) is not insolvent in receivership, bankrupt or being wound up, not have its affairs administered by a court or a judicial officer, not have its business activities suspended and is not the subject of legal proceedings for any of the foregoing reasons;
- (g) does not have, and our directors and officers not have been convicted of any criminal offence related to their professional conduct or the making of false statements or misrepresentations as to their qualifications to enter into a procurement contract within a period of three years preceding the commencement of the Tender Process, or not have been otherwise disqualified pursuant to debarment proceedings;
- (h) Does not have a conflict of interest as mentioned in the bidding document which materially affects the fair competition.
- (i) Will comply with the code of integrity as specified in the bidding document.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken as per the provisions of the applicable Act and Rules thereto prescribed by GoP, my/ our security may be forfeiture in full and our proposal, to the extent accepted, may be cancelled.

Thanking you,

Authorized Signature {In full and initials with Seal}: Name

and Title of Signatory:

Name of Bidder (Agency/ Company's name):

Address:

Contact information (phone and e-mail):

Date & Time& Place: \_\_\_\_\_

## ANNEXURE 8: PERFORMANCE BANK GUARANTEE (UPON FINAL SELECTION)

Ref Section 11.12 of this RFP

<Name>

<Designation>

<Address> <Phone Nos.> <email id>

Whereas, <<name of the Bidder and address>>(hereinafter called “the applicant/Bidder”) has undertaken, in pursuance of contract no. <<insert contract no.>> dated. <<insert date>> to provide services for <<name of the assignment>> to <Puducherry eGovernance Society> (hereinafter called “the beneficiary”)

And whereas it has been stipulated by in the said contract that the applicant/Bidder shall furnish you with a bank guarantee by a recognized bank for the sum specified therein as security for compliance with its obligations in accordance with the contract;

And whereas we, a banking company incorporated and having its head /registered office at <<address of the registered office>> and having one of its office at <<address of the local office>>have agreed to give the supplier such a bank guarantee.

Now, therefore, we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of **Rs. <<Insert Value>>(Rupees <<insert value in words>> only)** and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of **Rs. <<Insert Value>>(Rupees <<insert value in words>> only)** as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the applicant/Bidder before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the applicant/Bidder shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until <<Insert Date>>.

Notwithstanding anything contained herein:

Our liability under this bank guarantee shall not exceed **Rs<<Insert Value>>(Rupees <<insert value in words>> only).**

This bank guarantee shall be valid up to <<insert expiry 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 expiry date>> failing which our liability under the guarantee will automatically cease.

..

**ANNEXURE-9: NDA WITH THE DEPLOYED RESOURCE.**

### NON-DISCLOSURE AGREEMENT

For good consideration, and in consideration of being engaged by Puducherry e-Governance Society (PeGS), the undersigned person hereby agrees and acknowledges:

1. That during the course of my engagement, there may be disclosed to me certain confidential information of PeGS or any Department / PSU / Subsidiary unit/ undertaking unit of State or Central Government; said confidential information consisting but not necessarily limited to:
  - a. Technical information: Methods, processes, formulae, compositions, systems, techniques, inventions, machines, computer programs and research projects.
  - b. Government information: stakeholders list, citizens' personal data, sources of data, financial data, production, or merchandising systems or plans.
2. I agree that I shall not, during or at any time after the termination of my engagement with PeGS, use for myself or others, or disclose or divulge to others including future employees/ employers, any confidential information or any other proprietary data of PeGS in violation of this agreement.
3. I agree that I shall not copy or transfer any computer program, design, documents, any correspondence and all other material relating to the project to others through personal e-mails or any other medium during my engagement with PeGS.
4. I agree that any official email id assigned to me by PeGS shall be only and strictly used for all official correspondences between PeGS and / or its clients. It shall in no way be used by me for personal use.
5. That upon the termination of my engagement from PeGS:
  - a. I shall return all documents and property of PeGS, including but not necessarily limited to laptops, pen drive, data cards, drawings, blueprints, reports, manuals, correspondence, computer programs, and all other materials and all copies thereof relating in any way to PeGS business or in any way obtained or produced by me during the course of engagement. Further, I shall not retain copies, notes or abstracts of the foregoing.
  - b. PeGS may notify any future or prospective employer or third party of the existence of this agreement and shall be entitled to full injunctive relief for any breach.
6. This agreement shall be binding upon me and my personal representatives and successors in interest, and shall inure to the benefit of PeGS, its successors and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

EMPLOYEE:

Employee Signature:  
Printed Name:

PeGS:

Signature:  
Printed Name& Title:

#### **ANNEXURE-10: ARBITRATION**

The parties agree that any mutual dispute with regards to terms of this Contract shall be handled through Arbitration, as per the following terms, between them:

THAT, the parties agree that any dispute or difference whatsoever arising between the parties out of/under or in connection with or relating to the construction, meaning, scope, operation, or effect of the contract or the validity or the breach thereof shall be referred to a Sole Arbitrator as appointed under clause (IV) herein below, and that the award made in pursuance thereof shall be binding on the parties;

AND THAT, the parties agree that in respect of those matters, as are not defined in the terms and conditions of the main contract, or in this Arbitration Agreement, the same shall be decided and settled by the Sole Arbitrator in accordance with the Arbitration and Conciliation Act, 1996 and the amendments thereof as in operation on the date of execution of the Contract;

AND THAT, the parties agree that the place of Arbitration shall be at Pondicherry in the Union Territory of Puducherry;

AND THAT, whenever the parties decide to resort to Arbitration for dispute resolution, the Secretary to the Government of Puducherry.....[Name of concerned Department] and the Law Secretary to the Government of Puducherry shall be the authority to appoint the Sole Arbitrator from amongst a panel of Arbitrators maintained by the Government of Puducherry, and such appointment shall be binding on both the parties:

Provided that before approaching the authorities for appointment of Sole Arbitrator, the parties shall make a sincere attempt to resolve their dispute, within a time period of 3 months, through mutual conciliation, and if so felt necessary by the parties under the supervisory guidance of the Secretary.....[Name of concerned Department];

AND THAT, all costs relating to the Arbitration proceedings, shall be borne equally by both the parties;

(VI)AND THAT, the parties agree that the language for making all submissions and evidence will be presented in ENGLISH during the proceedings;

AND THAT, it is agreed between the parties that they shall extend their fullest support and co-operation to the Sole Arbitrator and not seek adjournment of the Arbitration proceedings, without explaining the reasons therefor, in writing, in advance, for seeking of such adjournment, and further that there shall not be more than two such adjournments granted, even when there exists a valid reason for seeking such adjournment. And it is further agreed that the parties should cooperate in completing the arbitration process and the broader dispute resolution within 6 months or at most with an extension, on mutual consent, of another 6 months;

AND THAT, it is agreed by the parties hereto that, in so far as there is an arbitral award for payment of money, the Sole Arbitrator may include in the sum for which the award is made, interest at the RBI repo rate, as on the date on which the cause of action arose, plus 2%, on the whole, or any part of the money, for the whole or any part of the period, between the date on which the cause of action arose and the date on which the award is made:

Provided that, on the sum so directed to be paid by an arbitral award, there shall be no interest payable for three months commencing from the date of award, but thereafter, interest shall be payable at RBI repo rate plus 4% for such period of delay, till the date of payment;

The Arbitrator shall record, in writing, the arguments of the two parties on each of the points of dispute and pass a speaking order thereon.

The fees payable to the Sole Arbitrator as agreed upon by the Parties to the Contract shall be as prescribed in the Annexure appended to this Contract, which forms part and parcel of this Contract.

Sum in Dispute		Fee fixed for Arbitrator
Upto	₹ 5,00,000	₹ 45,000
Above	₹ 5,00,000 and Up to	₹ 45,000 plus 3.5 percent of the claim amount over and above ₹5,00,000
Above	₹ 20,00,000 and	₹ 97,500 plus 3 percent of the claim amount over and above ₹20,00,000,
Above	₹ 1,00,00,00	₹ 3,37,500 plus 1 percent of the claim amount over and above ₹ 1,00,00,000
Above	₹ 10,00,00,	₹ 12,37,500 plus 0.75 percent of the claim amount over and above ₹ 10,00,00,000
Above	₹ 20,00,00,000	₹19,87,500 plus 0.5 percent of the claim amount over and above ₹ 20,00,00,000 with a ceiling of ₹ 30,00,000

## ANNEXURE-11: PROCEDURE FOR SUBMISSION OF ONLINE BIDS

### INSTRUCTIONS FOR ONLINE BID SUBMISSION

The bidders are required to submit soft copies of their bids electronically on the Puducherry TENDERS Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the Puducherry TENDERS Portal, prepare their bids in accordance with the requirements and submitting their bids online on the PUDUCHERRY TENDERS Portal.

More information useful for submitting online bids on the PUDUCHERRY TENDERS Portal may be obtained at: <https://pudutenders.gov.in/>

### REGISTRATION

1. Bidders are required to enroll on the Puducherry e-Tender module of the Central Public Procurement Portal (URL: <https://pudutenders.gov.in/nicgep/app>) by clicking on the link **“Online bidder Enrolment”** on the PUDUCHERRY TENDERS Portal **which is free of charge**.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the PUDUCHERRY TENDERS Portal.
4. Upon enrolment, the bidders will be required to register **their valid Digital Signature Certificate (Class III Certificates with signing key usage)** issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### SEARCHING FOR TENDER DOCUMENTS

1. There are various search options built in the PUDUCHERRY TENDERS Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the PUDUCHERRY TENDERS Portal.
2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the PUDUCHERRY TENDERS Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

1. Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. All the documents being submitted by the bidders will be encrypted using PKI encryption techniques to ensure secrecy of data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. Confidentiality of bids is maintained using the Secured Socket Layer(SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using Department’s bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
4. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
5. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
6. Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

7. The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

#### **ASSISTANCE TO BIDDERS**

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to PUDUCHERRY TENDERS Portal in general may be directed to the 24x7 PUDUCHERRY TENDERS Portal Helpdesk (e-Procurement Cell, 3rd Floor, Chief Secretariat, Puducherry. Help-Line: (0413) 2220225).

**ANNEXURE-12: IT HUMAN RESOURCE REQUIREMENT**

Sl.NO	Vertical	Role	No Of Consultants Required	Experience
1	Business Strategy	Business Analyst	1	7-9 years
2	Project strategy	Project Manager	1	7-9 years
3	System Management	System Analyst	1	7-9 years
4	Infrastructure Management	Network manager	1	5-7 years
5		System Admin	1	5-7 years
6		Database admin	1	5-7 years
7	Software Management	Project Lead	1	5-7 years
8		Senior Developer	2	4-6 years
9		Developer	2	2-4 years
10		Product Engineer	1	2-3 years
11		Testing Manager	1	5-7 years
12		Testing Engineer	2	2-4 years

1. The detailed Qualification and skill set will be communicated at the time of issue of LoI/Work order.
2. The number of persons is only indicative which may vary based on the actual on the requirement and the selected bidder/ bidders is expected to provide any number of persons in any category.
3. Any additional requirements will be communicated to all the Empaneled agencies as and when it arises and the agencies shall adhere to the same cost and timelines without any change.