RFP (Request for Proposal) For Selection of Agency for

THE DEVELOPMENT AND IMPLEMENTATION OF

"e-Samman"

Tender Reference: 473/DIT/2022

Dated: 21/07/2022

Department of Information Technology

Secretariat Building, Annexe 1, Kazi Road, Gangtok

DISCLAIMER

This Request for Proposal contains brief information about the project, qualification requirements and the selection process for the successful applicant (bidder). The purpose of this RFP document is to provide applicants (bidders) with information to assist the formulation of their bid application (the "application").

Whilst the information in this RFP has been prepared in good faith, it is not and does not purport to be comprehensive or to have been independently verified. Neither the Department nor any of its officers or employees, nor any of their advisers nor consultants accept any liability or responsibility for the accuracy, reasonableness or completeness of the information contained in the RFP, or for any errors, omissions or misstatements, negligent or otherwise, relating to the proposed project, or makes any representation or warranty, express or implied, with respect to the information contained in this RFP or on which this RFP is based or with respect to any written or oral information made or to be made available to any of the recipients or their professional advisers and, so far as permitted by law and except in the case of fraudulent misrepresentation by the party concerned, and liability therefore is hereby expressly disclaimed.

The information ('Information') contained in this RFP document or subsequently provided to interested parties (the "applicant(s)), in writing by or on behalf of Department is provided to applicant(s) on the terms and conditions set out in this RFP document and any other terms and conditions subject to which such information is provided.

Each applicant should perform their own due diligence to check the accuracy, reliability and completeness of the information in this RFP document and obtain independent advice from appropriate sources. Submission of bid application shall be deemed to have been done after careful study and examination of the RFP with full understanding of its implications.

The response to this RFP should be full and complete in all respects. Incomplete or partial bids shall be rejected. The applicant must quote for all the items asked for in this tender. Intimation of discrepancies in the RFP, if any, should be given to the office of the Department immediately by the applicants. If Department receives no written communication, it shall be deemed that the applicants are satisfied that the RFP document is complete in all respects.

This RFP document is not an agreement and is not an offer or invitation by Department to any other party. The terms on which the project is to be developed and the right of the successful applicant shall be as set out in separate agreements. Department reserves the right to accept or reject any or all applications without giving any reasons thereof. Department will not entertain any claim for expenses in relation to the preparation of RFP submissions.

Contents

1. PROJECT INTRODUCTION

1.1 BACKGROUND

The Hon'ble Chief minister has desired to setup a mechanism which ensures a smooth hassle-free delivery of retirement benefits to every retiring employee on the very day of his/her retirement in order to honor his/her contribution towards the State of Sikkim.

In regard to above and other, a meeting was convened by Chief Minister's Office chaired by Secretary, CMO along with various concerned Departments. In the meeting it was reiterated that the Government has given utmost priority to integrate the IT Tools in order to streamline and improve the delivery mechanisms, reminded the need to have an improved delivery mechanisms to ease the burden of the Public.

Therefore, with the above view points and discussion during the meeting, a web application is to be developed to streamline the process of approval of Retirement benefits by integrating the various steps involved in a single platform and bringing in all the concerned stakeholders in the same platform for seamless handling and approval of retirement benefits.

The details of the application which is to be coined as **e-Samman** is as below:

OBJECTIVE:

Online submission and processing of various documents required for claiming the Retirement benefits and approval of the same by various stakeholders for smooth processing of the application of retiring employee for his/her retirement benefits like Leave encashment, Gratuity and pension approval. Along with processing their retirement of retiring employees the e-Samman System shall help identify or project the arising vacancies and assist Government in its Employment Generation Scheme.

2. Project Identification

Following are the details of the proposed project:

Name of the Project	**"E-SAMMAN"** Online submission and processing of various documents required for claiming the Retirement benefits
Name of the State	**Sikkim**
Location of the Project	**Gangtok (Sikkim)**

2.1. Existing Scenario

Absence of a Dynamic Portal:

i. No impediment in reaching a wider range of audience.

ii. An extravagant expense involved in Traditional Way.

iii. Inadequate accessibility.

The current process or system of processing the Retirement benefits is depicted by the below figure:
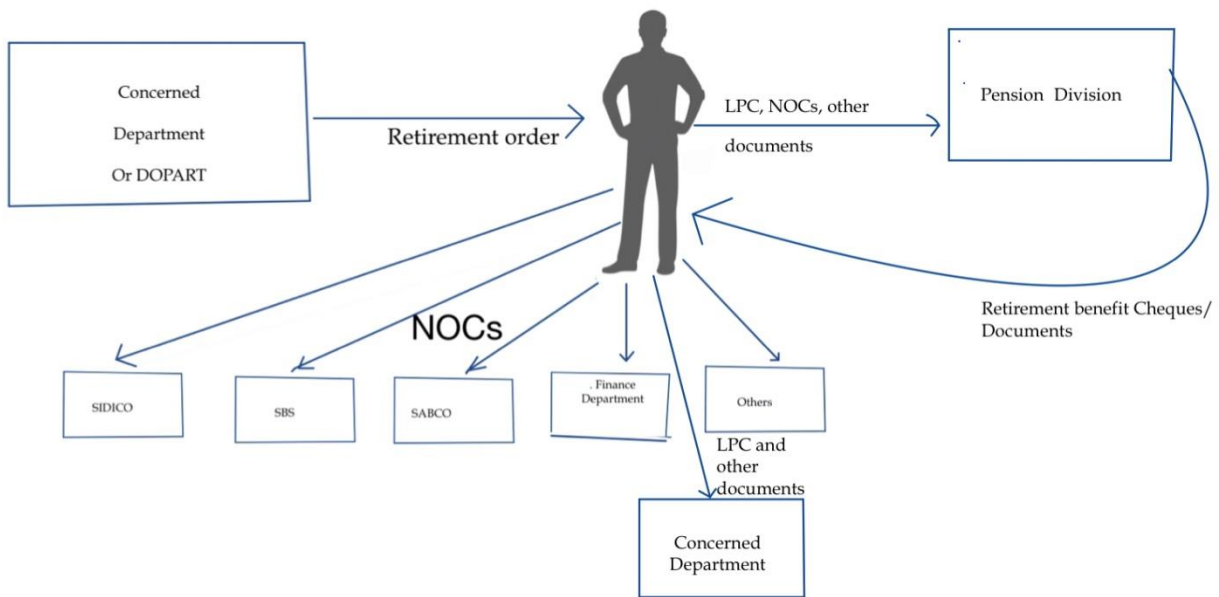
The SAMMAN System aims to streamline the above process with Pension department in following figure below:

Initiating the process as depicted in the diagram above

Submission requirement on retirement

- NOC of Banks
  - SBS
  - SIDICO
  - SABCO
  - SISCO
  - FINANCE
  - HUDCO
  - Others banks were deduction from salary
- Spouse documents: - relation, age proof, Aadhar card/voter card, children DOB
- Bank account details of retiree, domicile & pan card
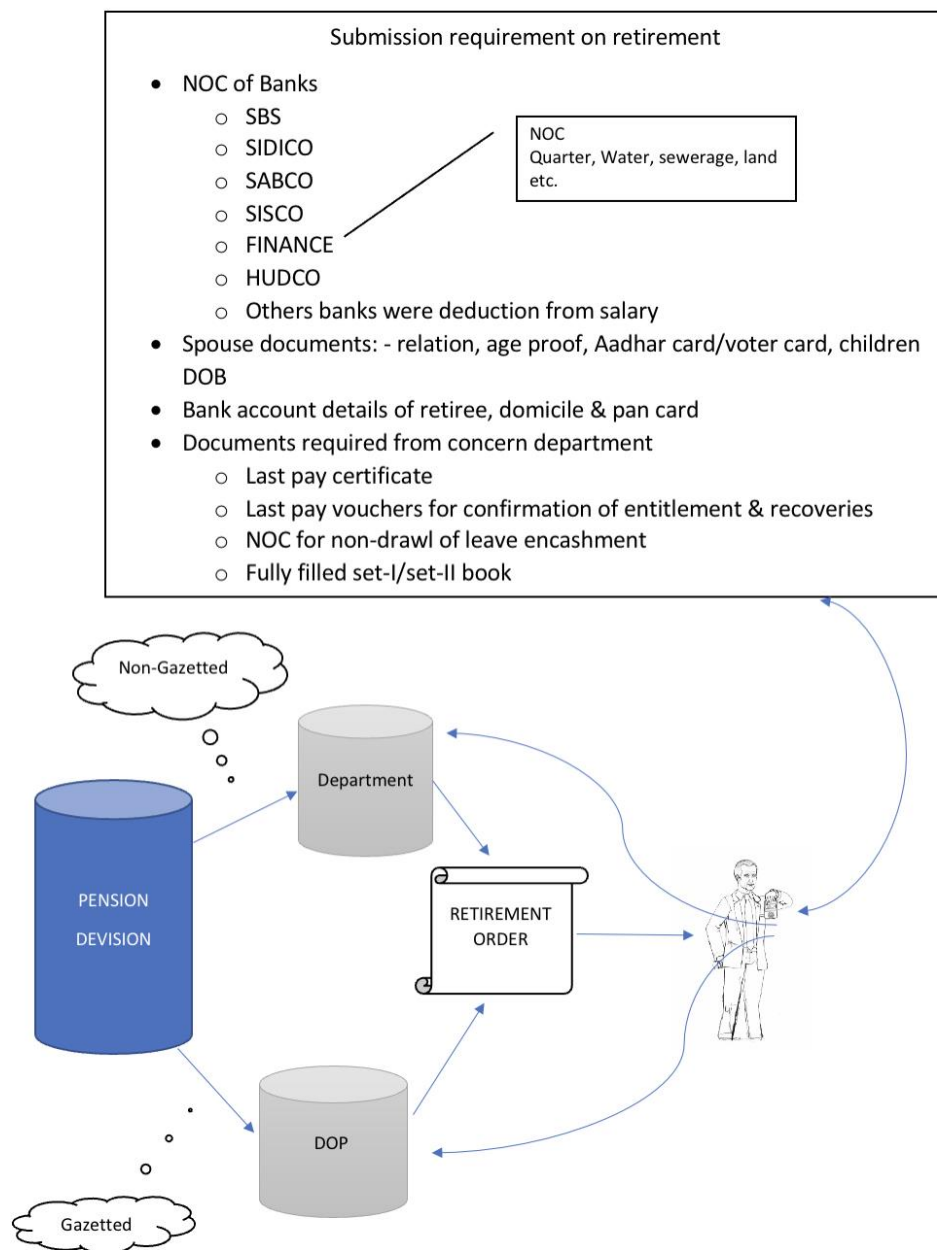- Documents required from concern department
  - Last pay certificate
  - Last pay vouchers for confirmation of entitlement & recoveries
  - NOC for non-drawl of leave encashment
  - Fully filled set-I/set-II book

NOC
Quarter, Water, sewerage, land etc.

- Every beginning of the month, the Pension Division should intimate the Concerned Department/Department of Personnel (in case of Gazetted officer) the list of retiring employees in next 6 month.

- On receiving the intimation, the concerned department should process the list and issue the retirement order on approval of the competent authority

- The Retirement order on issuance should be made available in the (RPMS) and should trigger the request for various NOC's like NOC from SIDICO, SBS, HUDCO, SABCO, Finance Department etc.

- The respective Organization or agencies on verification of the list should provide the NOC online or raise an objection, if any

- Other necessary documents like Last Pay certificate, NOC for Leave encashment etc. all should also be provided by the concerned department in the system.

- Any objection/issue while generating the documents should send a notification to the retiring employee requesting him or her to comply or intervene.

- Once all the requisite documents are uploaded duly verified, the Pension Division shall once again approve the application for Pension or raise an objection, if any which shall be notified to the retiring employee.

- Once the process of approval is completed on receiving all the requisite document, the retirement benefits/Pension is processed assuring that he/she shall have a graceful and smooth exit from the Government.

- The E-SAMMAN system shall also maintain a record of all exiting employees and project the retiring employees within six months which shall further **help the Government to understand the future vacancies** and likewise shall advertise employment opportunities.

- At every step, the employee shall be notified about the progress in the process through auto generated SMS.

3. PROJECT TIMELINES

The proposed work is to be carried out as per the following timelines. "T" as referred to in the table is treated as the date of award of work to the selected Vendor.

Sl. No.	Stage	Timeline (Week)
1.	Preparation of Software requirement specification	T + 2
2.	Presentation on the SRS of the proposed solution	T + 3
3.	Finalization of the contents and design of the GUI consultation with the Government of Sikkim.	T + 4
4.	Development of beta version of the GUI	T + 5
5.	Presentation of the beta version of the GUI to the officials of GOVERNMENT OF SIKKIM	T + 6
6.	Finalization of the overall Project and installation of the hardware in the State Data Centre	T + 7
7.	Testing of the Portal and hosting the application in the State Data Centre	T + 8
8.	Go Live of the website	T + 9
9.	Training to the department officials	T + 11

4. DATASHEET

Sl. No.	Item	Details
1.	Project Name.	**"E-SAMMAN"** Online submission and processing of various documents required for claiming the Retirement benefits
2.	Bid Inviting Authority.	Department of Information Technology, Sectt. Annexe I, Top Floor, SonamTshering Marg, Gangtok – 737101, Sikkim
3.	Contact person of the bid.	Additional Director, Department of Information Technology Email: dit-sik@nic.in
4.	Tender Reference No. with Date.	473/DIT/2022 Dated: 21/07/2022
5.	Last date for Submission of pre-bid queries.	09/08/2022 Address for submission of queries: Department of Information Technology, Sectt. Annexe I, Top Floor, Sonam Tshering Marg, Gangtok – 737101, Sikkim, Phone No- (03592) 202601, Tele-Fax- (03592) 207426 Email: dit-sik@nic.in
6.	Publication of Corrigendum (if any) on website on the basis of Pre-Bid queries.	11/08/2022 All corrigendum issued by DIT in this respect will be given without disclosing the name of interested bidders.
7.	Cost of tender Document (non- refundable).	Rs.30,000/- (Rupees Thirty Thousand only) in the form of a Demand Draft/Pay Order/ Account Payee Banker's Cheque drawn on any Nationalized/Scheduled bank in favor of "Chairman, Centre for Research & Training in Informatics (CRTI)", payable at Gangtok.
8.	Earnest Money Deposit (EMD) (refundable).	Rs. 1,50,000/- (Rupees One Lac Fifty Thousand only) in the form of a Demand Draft on any Nationalized/Scheduled bank in favor of " Chairman, Centre for Research & Training in Informatics (CRTI)",

		payable at Gangtok. The validity of the EMD is 90 days. Bid security shall be refunded to the successful bidder upon signing of contract/agreement with client. For unsuccessful bidders, the bid security shall be refunded after end of the overall bid process.
10.	Last date and time of submission of Bid.	**22/08/2022; 3:30 PM**
11.	Date and time for opening of pre-qualification bid, technical bids & commercial bids.	**23/08/2022; 11:00 AM**
12.	Venue for opening of bid.	Department of Information Technology, Sectt. Annexe I, Top Floor, Sonam Tshering Marg, Gangtok – 737101, Sikkim.

Note:

* No financial information should be submitted under technical bid.

*The bidder shall bear all costs associated with the presentation and submission of the tender and, in no case, be responsible or liable for those costs, regardless of the conduct or the outcome of the bidding process.

5. SCOPE OF WORK

5.1   Overall Description

Product Perspective

Design and Development of application that aims to provide smooth processing of the application of retiring employee for his/her retirement benefits like Leave encashment, Gratuity, and pension approval.

Product Features
1. **Role-based Login system**
   - The entire system will be developed role-based.
   - While registering a user admin will define which role does the user belong
   - As per the role the access to the features will be limited
   - As per the role the dashboards for each user type will be unique
   - Currently discussed roles are
     - DOPART/Concerned Department
     - Pension Division
     - Public Employee
2. **Employee Profiling**

   - The system will list all employees in the system
   - It will be able to store all detailed records and docs all employee
   - It will be able list the status of pension for each employee

3. **Pension Tracker**
   - Detect any upcoming pension
   - Notify respective departments
   - Start the process of document tracking
   - Track the status of retirement
   - Provide dashboard for each employee with upload status and retirement order tracking.
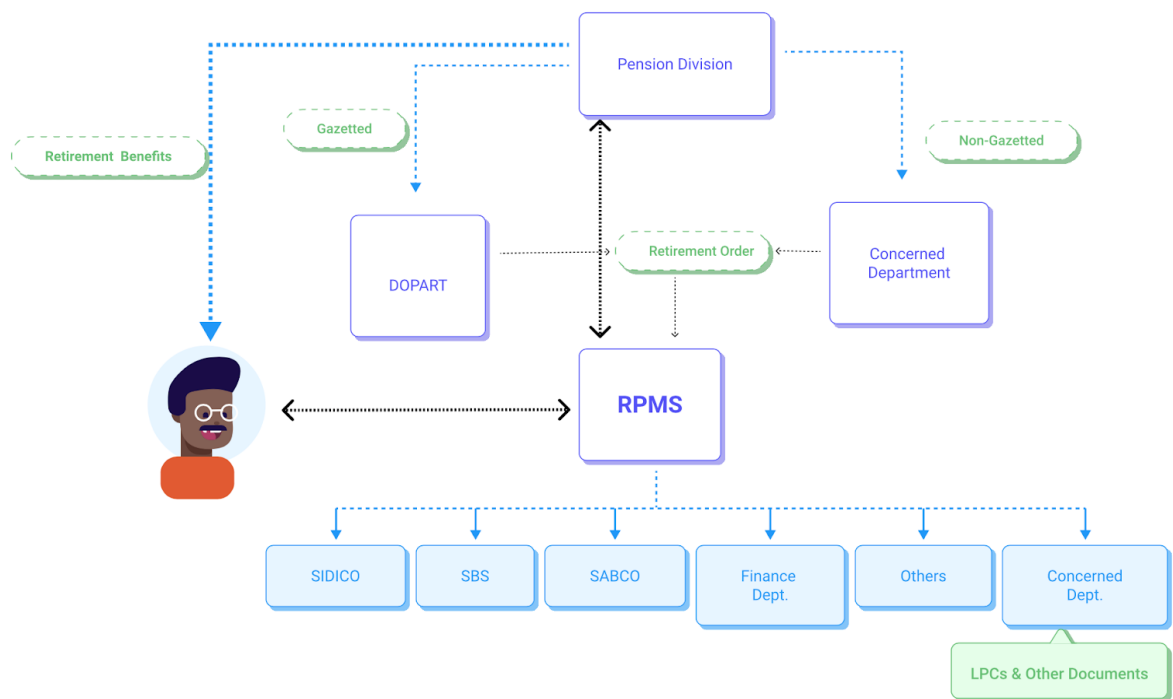
4. **Custom Workflows**
   - Email and SMS workflows to be developed
   - Workflows to be tailor made as per the requirements.
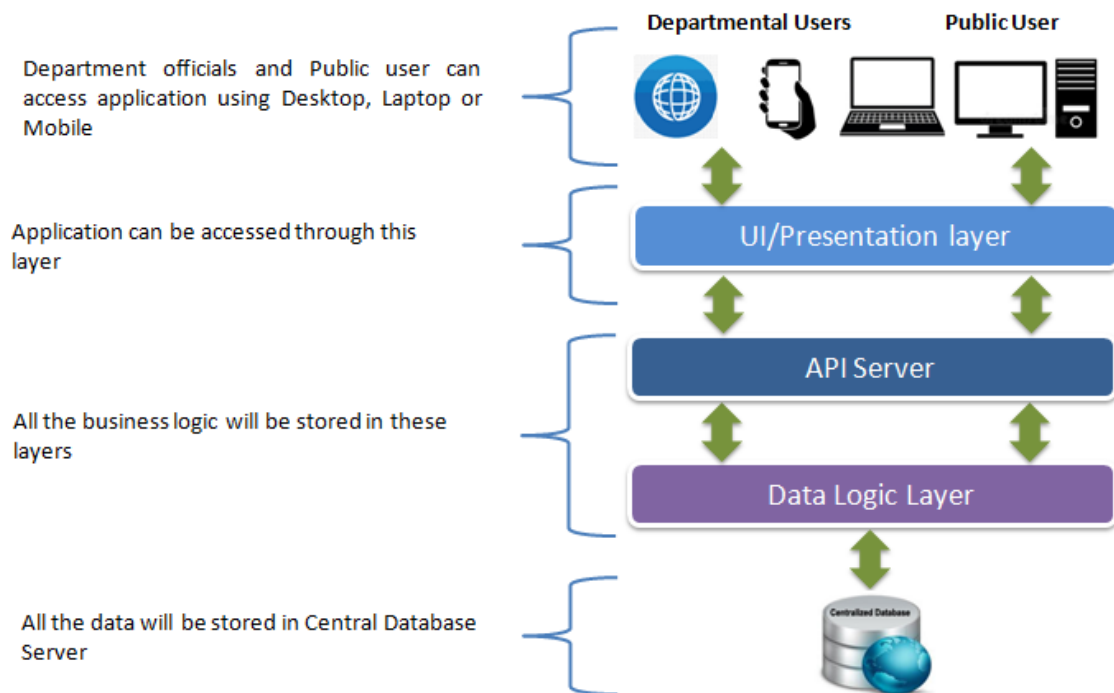   - Emails and SMS formats and logics to be fixed.

5. **Retirement Order Module**
    - Retirement orders to be auto-generated on approval.
    - Orders to be sent across to all required parties for historical basis.

User Flow

Logical Architecture of the Project

Department officials and Public user can access application using Desktop, Laptop or Mobile

Application can be accessed through this layer

All the business logic will be stored in these layers

All the data will be stored in Central Database Server

Departmental Users   **Public User**

UI/Presentation layer

API Server

Data Logic Layer

Centralized Database

Physical Architecture of the Project

National Informatics Center/ State Data Center

Database Server   Application Server

Internet

5.2   Other Non-functional Requirements

Security
- All communication on encrypted lines
- All data on secure cloud servers
- Automatic Backups
- Firewall safety in place

5.3   Database Module

The database module shall allow the portal to create repository of inter-connected data that needs to be persisted in a Relational Database Management System (RDBMS). Primarily, these data will be managed by the system administrator where the information will be stored by means of historical records. Typical actions performed as part of data management include: view, create, edit and deleting of information.

5.4   User Management Module

Every business application requires its unique set of user access rules which forms the basis of application usage based on user hierarchy and operations. The official portal of "E-SAMMAN" too shall have features to segregate users based on hierarchy, roles and permission. The user management module shall have features for system admin to assign roles for different user and subsequently map their access rules. The module shall further have capability for user registration and password reset. The proposed portal shall have following user roles:

i. **System Administrator:** The system administrator will be the super user of the website who will be an official from the Department. He/she shall be able to perform the following:

➢ *Configure Access rights for users:* Based on the requirement and future roles identified, the system admin will be able to create roles or assign more users.

➢ *Change or reset passwords:* The system admin will have capabilities to reset username and passwords of other users, if required.

➢ *Manage underlying Content Management System:* The content management system lies at the heart of the website from where the majority of the dynamic contents of the website will be controlled. Taking this into account, only the system admin will have the access rights to perform any kind of operation with the content

management system. Typical operations performed with CMS include addition, deletion and updating the contents.

5.5   OVERALL BENEFITS

➢ Common platform for information dissemination.
➢ Increased cohesion between stakeholders.
➢ Increased accountability & transparency.
➢ Quick, easy, structured and relevant information to all the website users.
➢ Information available "on-the-go".
➢ Easy content management.
➢ Facilitates a formal workflow management and publishing processes.
➢ Flexible architecture for future scalability.

5.6   TRAINING:

i.   Provide training to concerned officials of the department.
ii.   Train the identified users at the Department to enable them to effectively operate.
iii. The number of the staff to be trained shall be ascertained by department.
iv.   The selected vendor shall also be responsible for re-training/refresher training to the employees / agencies who are involved, whenever major changes are made in the system.

6 Terms & Conditions

6.1 Accountabilities

i.   It is the responsibility of Department of Information Technology, Sikkim to ensure that the selected Vendor has access to documentation owned by Department of Information Technology, Sikkim from the immediate beginning of the work and for the duration of that work.

ii. It is the responsibility of Department of Information Technology, Sikkim to ensure that any member of their organisation/division can make them available for brief consultation on 1 weeks' notice. Department of Information Technology, Sikkim shall provide the Selected Vendor with contact details of all such organisation/division employees.

iii. It is the vendor's responsibility to ensure that the Project Manager (PM)/ or any other authorized person in full knowledge of the project and the matter under discussion is available to meet with Department of Information Technology, Sikkim provided that the meeting relates to the work proposed and/or the objectives proposed.

iv. It is the Vendor's responsibility to ensure that all objectives proposed and all deliverables proposed are achieved and disclosed prior to the agreed end-date of the project.

v.   It is the Vendor's responsibility to ensure any information it possesses relating to Department of Information Technology, Sikkim that is not available in the public domain be treated with the utmost confidentiality and discretion.

vi. It is the Vendor's responsibility to ensure any information it possesses relating to Department of Information Technology, Sikkim that is not available in the public domain be treated with the utmost confidentiality and discretion.

vii. <u>It is the responsibility of the Vendor to procure/install the Server and its associated software for hosting the application in the State Data Centre.</u>

6.2 Tender Fee

Tender document fee of INR 30,000/- (Rupees Thirty Thousand only) in the form of Demand Draft in favour of "Chairman, Centre for Research & Training in Informatics (CRTI)" payable at Gangtok should be submitted along with the technical bid.

6.3 Earnest Money Deposit

i.   An earnest money deposit (EMD) of INR 1,50,000/- (Rupees One Lac Fifty Thousand only) in the form of Demand Draft in favour of "Chairman, Centre for Research &

Training in Informatics (CRTI)" payable at Gangtok shall have to be submitted by the bidders' along with the bid. The EMD shall be furnished in Indian National Rupees (INR) and should be valid for a period of minimum 90 days. Any bid not secured in accordance with above mentioned clause, shall be rejected by the Purchaser as being non-responsive, without any further correspondence. Unsuccessful bidders' EMD will be discharged / returned after end of the overall bid process.

ii. Earnest Money Deposit furnished by selected Bidder shall be refunded after signing of contract and submission of Performance Security Deposit. The EMD can be forfeited if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form or during the bid process, if a Bidder indulges in any such deliberate act that would jeopardize or unnecessarily delay the process of bid evaluation and finalization, or if any information is found wrong / manipulated / hidden in the bid.

iii. The decision of the Purchaser regarding forfeiture of the EMD shall be final & shall not be called upon question under any circumstances. No interest will be paid on the EMD.

6.4   Payment Terms

Sl.No.	Milestone/Deliverable	Payment
1.	Software Requirement Specification (SRS) is finalized and approved by the Department.	30% of Contract Value
2.	Completion of development of the Web Application with successful testing and hosting in the State Data Centre	40% of Contract Value
3.	Go live of the Application.	20% of Contract Value
4.	After the completion of 1 year maintenance & support.	10% of Contract Value

6.5   Procedure for Submission of Bids

a. It is proposed to have a Three Cover for this tender:

Pre – Qualification Bid – (1 copy) in one cover.
Technical Bid - (1 copy) in one cover.
Commercial Bid - (1 copy) in one cover.

b. Pre-Qualification Bid, Technical Bid and Commercial Bid of the Tender shall be covered in separate sealed covers super-scribing "Pre-Qualification Bid", "Technical Bid", "Commercial Bid". Please Note that Prices shall be indicated only in the Commercial Bid. And if price will be indicated in the Pre-Qualification Bid or Technical Bid, that Bid is liable to be rejected.

c. The three envelopes containing Pre-qualification Bid, Technical Bid and Commercial Bid shall be put in another single sealed envelope clearly marked The Development and Implementation Of "E-SAMMAN" for Department of Information Technology, Sikkim." These envelopes are to be superscripted with Tender Number and the wordings "DO NOT OPEN BEFORE 11:00 AM on 23/08/2022".

d. The cover thus prepared shall also indicate clearly the name, address, telephone number, E-mail ID and fax number of the Bidder to enable the Bid to be returned unopened in case it is declared "Late".

e. Each copy of the tender shall be a complete document and shall be bound as a volume. The document shall be page numbered and appropriately flagged and must contain the list of contents with page numbers. Different copies must be bound separately. Any deficiency in the documentation may result in the rejection of the Bid.

f. If the outer envelope is not sealed and marked as indicated above, Department will assume no responsibility for the Bid's misplacement or premature opening.

g. The Tender should be signed on all the pages by the Bidder 's authorized signatory and should be affixed with the bidder's Seal.

h. The representative participating in the bid process should carry a letter of authorization on the company letter head.

6.6   Selection Procedure

Only the bidders fulfilling the Prequalification Bid Criteria and scoring 35 or above in the Technical Evaluation criteria as per are allowed to participate in the Commercial Bid. The envelopes marked "Prequalification Bid" shall be opened first. The envelopes marked "Financial Bid" shall be kept sealed and shall be opened only after evaluation of technical bid.

Evaluation of Bid:

For financial evaluation, the total cost indicated in the Financial Bid including all Taxes will be considered. The Lowest financial bid will be allotted a financial mark of 100 marks. The financial marks of other Bidder(s) will be computed by measuring the respective financial bids against the lowest financial bid.

$$\text{Financial Marks } (M_F) = \boxed{\frac{\text{Lowest Financial Bid Amount}}{\text{Bidder's Actual Financial Bid Amount}}} \times 100$$

Combined and Final Evaluation

The composite mark is a weighted average of the Technical and Financial Marks. The ratio of Technical and Financial mark is 70:30 respectively. The Composite Mark will be derived using the following formula.

$$\text{Composite Mark} = (MT \times 0.7 + MF \times 0.3)$$

Thus, the composite mark shall be out of a maximum of 100 marks. The responsive Bidder(s) will be ranked in descending order according to the composite marks, which is calculated based on the above formula. The highest-ranking Bidder as per the composite mark will be selected in this tender.

6.7   Pre-Qualification Bid Criteria

The bidders must enclose the following documents inside the pre-qualification bid envelope:

Sl. No.	Criteria	Documents Required
1.	The Bids shall be submitted by only the Bidder; no consortium is allowed.	Declaration in this regard needs to be submitted.
2.	The bidder should have been in existence as a software developing firm /company for the last 3 years (as on 31st March 2022).	Registration of firm, trade license and GST registration should be submitted.
3.	The bidder should have at least last three years (2019-2020, 2020-2021, 2021-2022) financial statement audited.	The Financial statement should be duly certified by the Chartered Accountant.
5.	The bidder should be a registered firm/company in Sikkim and should have a well-established office in Gangtok with at Least 2 qualified IT personnel	The address proof of the office, website and IT developer along with their Curriculum Vitae as per format 2 of Annexure I should be submitted. Registration of firm with the Government of Sikkim certification.
6.	The Bidder shall furnish, as part of its Bid, an Earnest Money Deposit (EMD) of Rs. 1,50,000 (One Lac Fifty Thousand Only) in the form of a DD in the favour of "Chairman, Centre for Research & Training in Informatics (CRTI)", payable at "Gangtok". No Bank Guarantee would be entertained for the same.	The EMD shall be denominated in Indian Rupees.
7.	Bidder should NOT be under a declaration of ineligibility for corrupt and fraudulent practices issued by the tendering authority.	Self-declaration certification to be submitted.
8.	The bidder should be Empanelled with Department of Information Technology for providing Software & IT Related Services	Vendor Empanelment Certificate to be enclosed
9.	The bidder should have provided and successfully completed at least three (3) IT/software-based services to Government of Sikkim during the last three financial years.	Work Order and completion certificate to be enclosed

***Note**:*

i.   The tender fee and EMD to be submitted in original as mentioned in this RFP.
ii. Bidders must provide supporting documents for the eligibility criteria as mentioned against each criterion and in the same order.
iii. Bidders shall provide its proposal covering letter as per format of Annexure-III, organizational details as per Format 1 of Annexure-I.
iv. Bidders failing to meet any one of the criteria laid above shall be disqualified and will not be allowed to participate in the technical bid.

6.8   Technical Evaluation Criteria

The eligible bidders shall be evaluated based on the following criteria and technical mark shall be awarded to the bidders. The bidder needs to score at least <u>**35 marks**</u> or above out of a total of 50 marks to be able to qualify for commercial/financial bid opening.

Sl.No	Clause	Marks Scored
1.	The Bidder shall give a presentation on their proposed solution.	20 Marks
2.	Architecture and Technology proposed by the bidder for development of the proposed solution along with Hosting solution	10 Marks
3.	Innovative measures incorporated.	10 Marks
4.	The bidder shall give a presentation on the future up-gradation of the proposed solution.	10 Marks
	TOTAL	50 Marks

6.9   Penalty

Penalty will be deducted in the case of bidder not meeting the Project Timelines. The modalities of penalty are as mentioned below.

Delay vis-à-vis Project Timelines	Penalty
Delay of 1 week	5% of the contract value
Delay of 2 weeks	10% of the contract value
Delay of 3 weeks	20% of the contract value
Delay of more than 3 weeks	30% of the contract value
Delay of more than 5 weeks	50% of the contract value

6.10   General Terms and Conditions of RFP

The following general terms and conditions shall apply:

(i)   This RFP may be cancelled without assigning any reasons, thereof, at any time.
(ii)   If any date mentioned in this RFP is declared as a public holiday, the schedule shall be shifted to the next working day.
(iii) The undersigned reserves the right to cancel any or all of the bids without assigning any reasons thereof.
(iv)   The undersigned reserves the right not to award the bid to the bidder selected on the basis of the selection procedure without assigning any reason.
(v)   Arithmetical errors in the Financial Bid will be rectified on the following basis:
   a.   If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and will be considered for future calculations.
   b.   If there is a discrepancy between words and figures, the amount in words shall prevail
   c.   If the bidder does not accept the correction of errors, its bid will be rejected and its EMD may be forfeited.
(vi)   Rate shall be written both in words and figures. There should not be errors and/or over- writings and corrections, if any, should be made clearly and initiated with dates.
(vii) Selected agency is required to mobilize the proposed resources within a period of 7 days from the date of award of work order and they should be available for

consultation and travel to Sikkim during the course of the engagement. The selected agency will also be required to initiate the local coordination office at Sikkim within 7 days.

(viii) Rates quoted will be valid for the entire duration of engagement.

(ix) If a Bidder imposes conditions, which is in addition to or in conflict with the conditions mentioned herein, his Bid is liable to summary rejection. In any case none of such conditions will be deemed to have been accepted unless specifically mentioned in the letter of acceptance of Bid issued by the DIT.

(x) Termination: The Work Order can be terminated at any time by DIT if the services are not satisfactory after giving two opportunities to the selected company of being heard and recording of the reasons for repudiation and giving a final 45 days' notice to ensure smooth handing & taking over. All work completed prior to the termination will be paid prior to termination.

(xi) If the Agency requires an extension of time in completion of the work order period on account of occurrence of any hindrance, it shall apply in writing to DIT, for the same immediately on occurrence of the hindrance but not after the stipulated time. The case will be examined and permission in writing will be necessary for the Bidder.

(xii) All legal proceedings, if necessity arises to institute, by any of the parties needs to be lodged in courts situated in Sikkim only.

(xiii) If, after the date of Contract signing, there is any change in the applicable law with respect to taxes and duties which increases or decreases the cost incurred by the company/Agency in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Agency under the Contract shall be increased or decreased accordingly by agreement between the Parties here to, and corresponding adjustments shall be made to the Contract price.

Arbitration

In the event of dispute and difference arising between DIT and Consultant, the same shall be discussed in the first instance between the representative of the Agency and DIT.

Any dispute or difference whatsoever arising between the parties to the Agreement out of or relating to the construction, meaning, scope, operation or effect of the Agreement or the validity of the breach thereof shall be referred to a sole Arbitrator to be appointed by mutual consent of both the parties herein. If the parties cannot agree on the appointment of the Arbitrator within a period of one month from the notification by one party of the other of existence of such dispute, then the Arbitrator shall be appointed by the Sikkim High Court at Sikkim, India. The provisions of the Arbitrator and Conciliation Act, 1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the law. Such differences shall be

deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications, Rules or re-enactments thereof. The Arbitration proceedings will be held at Sikkim, India. Any legal dispute will come under the sole jurisdiction of Sikkim, India.

Force Majeure

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

Governing Law

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

Indemnity:

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

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

or

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

Bidder's overall liability would be capped at an amount not exceeding the overall contract value under this agreement subject to final determination by arbitrator.

Acceptance

Within 21 days (or any other agreed period) from Client's receipt of a draft deliverable, Client will notify Consultant if it is accepted. If it is not accepted, Client will let Consultant know the reasonable grounds for such non acceptance, and Consultant will take reasonable remedial measures so that the draft deliverable materially meets the agreed specifications.

Limitation of Liability

Consultants' total liability for all claims connected with the services or this agreement (including but not limited to negligence), whether in contract, tort, statute, indemnities or otherwise, is limited to the professional fees paid for the services.

(Sd/-)
Secretary, Department of Information Technology

Government of Sikkim

Annexure – I: Technical Bid Formats

Format 1: General Information about the Bidder

Sl. No.	Particulars	Details
1.	Name of the Bidder	
2.	Address of the Bidder	
4.	Name & Designation of the Contact Person	
5.	Telephone No.	
6.	Email of the contact person	
7.	Fax No.	
8.	Website	
10.	No. Of employees having experience in the field of Information Technology	
11.	Income Tax Registration/ PAN Card No.	
12.	Goods & Service Tax Registration No.	

Format 2: Curriculum Vitae of the IT resources

1)	Name of Staff [Insert full name]	
2	Name of entity [Insert name of firm proposing the staff]:	
3	Date of Birth	
4	Nationality	
5	Educational qualification	
6	Training and Certifications	
7	Language Proficiency	
8	Detailed Tasks Assigned in software development related activities	

Annexure – II: Financial Bid Formats

Financial Bid Format:

S. No.	Item	Total Price (In lakhs)	Total Price in words
1	Development and Implementation of e-Samman Application		
2	Procurement of Servers and associated software		
3	GST		
4	Grand Total		

Note:

   i.   The amount quoted shall be inclusive of all taxes and fees.

Income tax will be deducted at source from the payments made as per the law applicable in India.

Note

   i.   The amount quoted shall be inclusive of all taxes and fees.
   ii.   Income tax will be deducted at source from the payments made as per the law applicable in India.

Annexure – III: Proposal Covering Letter

COVERING LETTER for "**DEVELOPMENT AND IMPLEMENTATION OF E-SAMMAN**"

Date: Reference No.: RFP/

 [Bidders are required to submit the covering letter as given here on their letterhead]

To,
The Secretary,
Department of Information Technology,
Sectt. Annexe I, Top Floor,
Sonam Tshering Marg, Gangtok – 737101, Sikkim

Dear Sir,

We …………………………….. (Name of the bidder) hereby submit our proposal in response to notice inviting tender date …………….. and tender document no. ………………….. and confirm that:

i.   All information provided in this proposal and in the attachments is true and correct to the best of our knowledge and belief.

ii. We shall make available any additional information if required to verify the correctness of the above statement.

iii. Certified that the period of validity of bids is 180 days from the last date of submission of proposal, and

iv. We are quoting for all the services mentioned in the tender.

v.   We the Bidders are not under a Declaration of Ineligibility for corrupt or fraudulent practices or blacklisted by any of the Government agencies.

vi. We are submitting our eligibility documents and technical bid documents along with the following:

- A soft format in form of a CD/DVD clearly hyperlinking all the relevant scanned documents and highlighting relevant portions of the document for ease of evaluation. This is in addition to the paper documents in hard copy format to be submitted by the bidders and needs to be handed over along with bids.
- The hard copy format is also similarly indexed, flagged and highlighted at relevant places.

vii. We, the undersigned, having carefully examined the referred RFP, offer to Propose for the selection as a Software developing firm, in full conformity with the said RFP.

viii. We have read all the provisions of RFP and confirm that these are acceptable to us.

ix. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.

x. We agree to abide by this Proposal, consisting of this letter, our Technical and Commercial Proposals, and all attachments, for a period of 180 days from the date fixed for submission of Proposals as stipulated in the RFP and modifications resulting from contract negotiations, and it shall remain binding upon us and may be accepted by you at any time before the expiry of that period.

xi. Until the formal final Contract is prepared and executed between us, this Proposal, together with your written acceptance of the Proposal and your notification of award, shall constitute a binding contract between us.

xii. We declare that we do not have any interest in downstream business, which may ensue from the RFP prepared through this assignment.

xiii. We hereby declare that all the information and statements made in this proposal are true and accept that any misrepresentation or misinterpretation contained in it may lead to our disqualification.

xiv. We understand you are not bound to accept any proposal you receive, not to give reason for rejection of any proposal and that you will not defray any expenses incurred by us in bidding.

xv. Demand Draft: Draft No. _____ dated _____ drawn on _____ for Rs.1,50,000/- is enclosed towards EMD.

xvi. Demand Draft: Draft No. _____dated __ drawn on _____ for Rs. 30,000/- is enclosed towards RFP document cost.

Signature……………………………..

In the capacity of………………………

Duly authorized to sign Proposal for and on behalf of………………………..

Date…………………. Place…………………

[*: Strike off whichever is not applicable]