# GOVERNMENT OF MANIPUR DEPARTMENT OF INFORMATION TECHNOLOGY 4<sup>th</sup> Floor, West Block, New Secretariat, Imphal West-795001 E-mail: <u>dit-mn@nic.in</u>

# NOTIFICATION

-----

No.1/8/2010-DIT: The notification inviting Tender bid for "Setting-up a project Management Unit (PMU) for facilitating Implementation of IT SEZ at Mantripukhri, Manipur" vide this office notification of even number dated 6<sup>th</sup> March, 2013 stands cancelled.

2. Further, Department of Information Technology, Government of Manipur invites response to the Request for Proposal (RFP) for "Setting-up a project Management Unit (PMU) for facilitating Implementation of IT SEZ at Mantripukhri, Manipur" as per dates below:

----

- a. Last date of submission of Bid
- b. Date of opening of Technical Bid
- c. Date of Technical Presentation
- d. Date of opening of Financial Bid

- 7<sup>th</sup> of May, 2013 at 12:00 Noon
- 7<sup>th</sup> of May, 2013 at 1:00 PM
- 13<sup>th</sup> of May, 2013 at 11:00 AM
- 13<sup>th</sup> of May, 2013 at 12:00 Noon
- 3. Details and Tender documents may be seen at <u>http://manipur.gov.in</u> and <u>http://ditmanipur.gov.in</u>.

Namban Duln

(N. Deben)

Officer on Special Duty (IT)

Imphal, 16<sup>th</sup> April, 2013

# Copy to:

1. Principal Secretary (IT), Government of Manipur

.

#### DEPARTMENT OF INFORMATION TECHNOLOGY

# GOVERNMENT OF MANIPUR

# 4th FLOOR, WESTERN BLOCK, NEW SECRETARIAT,

# IMPHAL, MANIPUR



# **REQUEST FOR PROPOSALS (RFP)**

# SETTING-UP A PROJECT MANAGEMENT UNIT (PMU)

# FOR FACILITATING IMPLEMENTING IT SEZ IN MANTRIPUKHRI, IMPHAL

TENDER NO.: 1/8/2010-DIT/PMU01

# List of Abbreviations

The following table provides abbreviations used in this RFP.

Abbreviation	Description
PMU	Project Management Unit
IT SEZ	Information Technology Special Economic Zone
EMD	Earnest Money Deposit
STPI	Software Technology Park of India
MIPDCO	Manipur IT Project Development Company
RFP	Request for Proposal
EoIs	Expression of Interest
DIT	Department of Information Technology
GOM	Government of Manipur

# **Table of Contents**

1	Bri	ef Tende	r Details	5
2	Int	roductio	n and Objective of the Project	6
3	Sco	pe of Wo	ork of the PMU	9
4	Eli	zibility C	Criteria	
5	Тес	hnical E	Evaluation	
6			s	
			eployment and Project Location	
7				
8	•		erms	
9			s to the bidders	
9	.1		Guidelines	
	9.1.1		pleteness of Response	
_	9.1.	1	bosal Preparation Costs	
9	.2		vleeting	
	9.2.	-	Bid Meeting	
	9.2.2		ler Inquiries and DIT (GOM)'s Responses	
	9.2.3		endment(s) to RFP Document	
	9.2.4		plemental Information to the RFP	
9	.3	DIT (GO	M)'s Right to Modify Submission Deadline	
9	.4	DIT (GO	M)'s Right to Terminate the Process	21
9	.5	Earnest N	Money Deposit (EMD)	21
9	.6	Submissi	on of Bids	21
	9.6.	l Bid S	Submission Format	
	9.6.	2 Doct	uments Comprising the Bid	
9	.7	DIT (GO	M)'s Rights to Accept / Reject Any or all Proposals	
9	.8	Performa	ance Bank Guarantee	
9	.9	Evaluatio	on Process	23
	9.9.	l Tenc	ler Evaluation Committee	23
	9.9.		nnical Evaluation of Bids	
	9.9.3		ncial evaluation	
9	.10		ions, Contract Finalisation and Award	
9	.11		Criteria	
	.12		of Contract	
	.13	0 0	fication	
	.13	-	of EMD and Submission of Performance Security	
)	.17	iterunu U		

9.15	Conflict of Interest	27
9.16	Other Terms and Conditions	27
9.17	Conditions of Contract	29
10 Fo	rms	
10.1	Form 1 – Cover Letter to submit proposal in response to RFP Notice	
10.2	Form 2 - Details of responding firm	
10.3	Form 3 - Details of Experience of Responding Firm	
10.4	Form 4 – Curriculum Vitae (CV) Template	
For	rm 4: Curriculum Vitae (CV) of Key Personnel	
10.5	Form 5 – Work Schedule Template	
10.6	Form 6 - EMD BG format	40
10.7	Form 7 – Format of Performance Bank Guarantee	
10.8	Form 8 - Checklist of documents to be submitted	45

#### 1 Brief Tender Details

### Tender No.: 1/8/2010-DIT/PMU01

#### Dated: 16.04.2013

Sealed tender documents are invited for setting-up a PMU by providing consultancy services for managing the implementation of IT SEZ in Mantripukhri, Imphal. It is expected that the firm responding to this RFP should be a reputed firm at the national/ international level and should have prior experience in this sector in the past.

1.	Brief Description of Material	Setting-up of a PMU for overseeing the implementation of IT SEZ		
2.	Tender Document Fee (Non Refundable) – To be paid via a Demand Draft	Rs. 5,000/- (in favour of Deputy Secretary (IT), Department of Information Technology, Government of Manipur)		
3.	EMD in form of Performance Bank Guarantee	12,50,000/-		
4.	Commencement date of sale of the tender	17 <sup>th</sup> April, 2013		
5.	Last date of sale of the tender document	6 <sup>th</sup> May, 2013		
6.	Pre-Bid Clarification	<ul> <li>Only queries as per the prescribed format reaching the department by dated: 24.04.2013 (10:30 AM) will be clarified.</li> <li>Queries will be entertained of only those bidders who will procure the original RFP/downloaded the RFP.</li> <li>All queries will be addressed to Principal Secretary (IT) and Officer on Special Duty (IT).</li> <li>All queries would be replied to all the interested bidders who have bought the</li> </ul>		
7.	Last Date and Time of Tender Submission	tender or downloaded the tender 7 <sup>th</sup> May, 2013 at 12:00 PM		
8.	Date of Opening of the Technical Bid	7 <sup>th</sup> May, 2013 at 1:00 PM		
9.	Date of Technical Presentation	13 <sup>th</sup> May, 2013 at 11.00 AM		
10.	Date of Opening of the Financial Bid	13 <sup>th</sup> May, 2013 at 12.00 PM		
11.	Bid Opening Venue	Office Chamber of the OSD (IT)		
12.	Availability of RFP Document	OfficeoftheOSD(IT)or <a href="http://manipur.gov.in">http://manipur.gov.in</a> or		
11.	Contact Person	Y. Jateen Singh, IO-II Email: <u>y.jateen@nic.in</u>		

#### 2 Introduction and Objective of the Project

#### A. Introduction

The Government of Manipur (GoM), in its pursuit of establishing IT/ITeS Industry in Manipur, proposing to set-up an IT SEZ on a contiguous area of 27.12 acres adjacent to the STPI. GoM is already set setting-up an IT Park at Mantripukhri adjacent to the STPI Imphal Centre. The IT Park consists of two components, i.e. setting-up of IT Park Infrastructure with about 45,000 sq. feet on a 3.2 acres land and development of 27.12 acres of land adjacent to the STPI Imphal Centre into an IT SEZ.

The IT Park Infrastructure on the 3.2 acres of land is being taken-up under Special Plan Assistance (SPA) at an estimated cost of Rs.34.32 crores. The Software Technology Parks of India is the implementing agency on a Turnkey basis. Civil Works for construction of the Buildings etc. is underway and about 20,000 sq. feet of space is envisaged to be ready by March 2013. Remaining 25,000 sq. feet of space is also expected to be completed within March 2014.



With the completion of the IT Park infrastructure as above, there will be a substantial increase in the availability of incubation space for IT Entrepreneurs than what is being provided at the SPTI Imphal Centre presently.

In addition to the setting-up of the IT Park Infrastructure as above, a contiguous area of 27.12 acres adjacent to the STPI has been acquired and it is planned to convert the area into an IT SEZ.

IT and ITES Industry already has its presence in Manipur since the last 7-8 years and the incubation units at the STPI Imphal Centre are fully utilized. Software Development, Content Creation, BPO/KPO and other ITES activities, Hardware related activities, Medical Transcription and 2D Animated Movies etc. are being taken-up by the local IT Entrepreneurs at the STPI Imphal Centre.

The setting-up of the IT Park Infrastructure and an IT SEZ at Imphal will give a fillip to the nascent IT and ITES Industry in Manipur and will create a large number of employment opportunities for the local youths. It is also expected to attract investments in the field of IT from IT Majors in the country and from a diverse spectrum of Multi-national companies.

# **B.** Objective of the Project

The State IT Policy of Manipur, drafted in 2003, aims at facilitating private sector investment by creating investor friendly environment and providing reliable and sound IT infrastructure. Given a difficult terrain and poor road connectivity with other parts of the country, IT sector has been identified as a thrust area under State's draft Industrial Policy as well. The Manipur State Information and Technology Society (MSITS) is the Nodal Department for implementing IT related projects/programs in the State.

The Software Technology Parks of India (STPI) at Mantripukhri, Imphal was set-up to act as incubation centre for software development and export. However, they were found to be insufficient to cater to the requirements of the IT/ITeS entrepreneurs due to space and infrastructural constraints. Subsequently, it was decided to extend the existing STPI IT Park and to set-up an IT Special Economic Zone (SEZ) over 27.12 acres of contiguous land adjacent to the

existing IT Park. The objective of the IT SEZ is to generate large scale employment by tapping into the supply of locally available talented youth and to promote infrastructure development within the State.

In this regard, the Department of IT, Government of Manipur has already completed a Feasibility (Assessment and Conceptualization) Study and prepares a Detailed Project Report (DPR) for setting-up the IT SEZ. The DPR has been approved by the State Government and is pending approval of the Government of India (GoI) and the State plans to take steps to implement the SEZ in the allocated land at Mantripukhri.

In this regard, sealed tender documents are invited for setting-up a PMU by providing eligible human resources for managing the implementation of IT SEZ in Mantripukhri, Imphal. It is expected that the firm responding to this RFP should be a reputed firm at the national/ international level and should have extensive experience in the IT Sector and experience of setting-up large PMU.

# 3 Scope of Work of the PMU

The PMU expected to be set up by a reputed consultancy firm are required to undertake the following activities;

#### 1. Facilitate setting-up of MIPDCO (Manipur IT Project Development Company)

For the development of the SEZ, it is recommended that an umbrella SPV be created. This shall be an umbrella SPV, objective of which will be to develop the SEZ and also to operate and manage it on an ongoing basis. Initially, it can be created with Commissioner - Information Technology (IT) as its Head and Chairman. In this regard, the State Government is taking approval from the appropriate authority. It is expected that the PMU would facilitate all required activities for setting-up MIPDCO and ensure it is set-up and running. This would include creation of the organization structure and support in developing the roles and responsibiluity and key operational manuals.

#### 2. Select an Engineering, Procurement and Construction Vendor for the IT SEZ

The IT SEZ would require creation of basic infrastructure in the non-processing zone viz. land development, internal roads, provisioning reliable electricity (24X7) and lighting-in common areas, sewerage, water/drinking water, rain water harvesting, dedicated high speed data connectivity etc. For this purpose, the Department of IT intends to take services of an EPC Contractor to detail the design and thereafter, monitor the civil, electrical and mechanical works being developed under the IT SEZ initiative.

- 1. Setting-up Basic Infrastructure, Hotel, School, Shopping Mall, Hospital within the IT SEZ.
- 2. Any follow-up and prepare clarification for the submitted the "FORM-A" to Board of Approval, Ministry of Commerce, Government of India.

3. Co-ordinate with Pollution Control Board, MAHUD, PHED, Power, Commerce & Industries departments for project related activities.

# 3. SEZ Development Activities

- 1. Prepare annual project budget and keep track of all the expenses.
- 2. Prepare RFP for selection of vendor creating Basic Infrastructure, Hotel, School, Shopping Mall, Hospital within the IT SEZ.
- 3. Draft IT SEZ Act and Policies for the State of Manipur.
- 4. Design Plan for setting-up Single Window Clearance for Investors.
- 5. Prepare utilization of funds received from different sources.
- 6. Organizing local level entrepreneur meet to spread awareness of the project.

#### 4. Project Management Activities including marketing activities

All standard Project Management Unit activities and not limiting to the below;

- i. Develop the project plan and project charter.
- ii. Co-ordinate workshops and discussion meetings between various stakeholders.
- iii. Co-ordinate on behalf of the Department of IT, Government of Manipur.
- iv. Review/ Monitor all the activities entrusted to different stakeholders.
- v. Prepare periodic status report and submit to all relevant.
- vi. Identify project risk and mitigation plans.

# 4 Eligibility Criteria

The Bidders should have the following Eligibility for participating in the Tender. The Bidders should enclose documentary evidence for fulfilling the Eligibility in the Technical Bid.

S. No.	Eligibility Conditions	Documentary proof to be submitted
1	The bidder should be a Company registered in India under the Companies Act 1956, registered with Service Tax Authorities	<ul><li>Certificate of Incorporation</li><li>Service Tax Registration</li></ul>
2	The bidder should be in the business of IT/ Management Consultancy for at least last ten (10) years as on 31.01.2013.	Copy of Work Orders or Agreements or Completion Certificates from Clients obtained in last ten (10) years as on 31.01.2013.
3	The bidder should be a profitable company with profit records in last three (3) years, positive net worth and should have an average turnover of not less than <b>INR 200 Crores</b> from Consultancy business in <u>each</u> of the last three (3) years (FY's 2009-10, 2010-11 and 2011-12).	<ul> <li>Auditor's Certificate for profitability.</li> <li>Auditor's Certificate showing consulting turnover for the last three (3) years (FY 2009-10, 2010-11, 2011-12) of more than 200 crore.</li> </ul>
4	The bidder must have at least provided one completed Consultancy for setting-up of SEZ in a tier-II Indian city	Copy of Work Order and Completion Certificate.
5	The bidder must have undertaken at least one PMU job in Government for a value of over Rs. 5 core in the last 5 years	Copy of Work Order and Completion Certificate.
6	The bidder should not have been blacklisted by any State/Central Government Department/PSU/Agency in the last 5 (five) years for breach of general or specific conditions of contract, fraudulent, unethical or corrupt	Declaration of same on the Letter Head of Firm.

business practices.	

# 5 Technical Evaluation

# 1) Following are the parameters that will be evaluated in a technical bid :

S. No	Criteria	Requirements	Max Marks	Supporting Documents
Α	COMPANY PROFILE		30	
1.	Average turnover of the bidding entity in last 3 years (Turnover in Rs Crores)	Relative Marking. Highest Full Mark, Balance in Proportion	10	Extracts from the Audited Balance Sheet and Profit & Loss; OR Certificate from the Statutory Auditor
2.	Full-time professional staff engaged in the bidding entity	Relative Marking. Highest Full Mark, Balance in Proportion	10	A self- certification from authorized signatory
3.	Presence in North East Region/State	No. of Projects in the State Equal to or more than 3 projects : 10 marks 2 projects : 6 marks 1 project : 2 marks Else; zero marks	10	Notarised Copy of Work Order ; or Agreement with client
В	RELEVANT PAST EXPERIENCE		20	
4.	PMU Work done in the last 3 Years – Top 3 Projects in India	Relevance and Relative value of the consulting project	10	Notarised Copy of Work Order ; or Agreement with client
5.	PMU work for an Industrial / Infrastructure Project in	Relevance and Relative value of the consulting	10	Notarised Copy of Work Order ; or Agreement with

S. No	Criteria	Requirements	Max Marks	Supporting Documents
	India	project		client
С	APPROACH & METHODOLOGY		20	
6.	Approach and Methodologyto perform the work in thisassignment :1)Understanding ofthe objectives of theassignment:Theextent to which theConsultant'sapproach and workplan respond to theobjectives indicatedin the RFP2)Completeness andresponsiveness:Theextent to which theproposal respondsexhaustively to allthe requirements ofall the Scope ofWork		10	A note
7.	Demonstration of understanding of the Department's requirements	Assessment to be based on:         -       Learning's         -       Challenges likely to be encountered         -       Mitigation proposed	5	A note
8.	Project work break down structure	Assessment to be based on: – Overall Timelines	5	A note

S.	Criteria	Requirements	Max	Supporting
No			Marks	Documents
		<ul> <li>Resource assignments (relevance to the task assigned)</li> <li>Dependencies</li> </ul>		
D	Profiles of CVs presented		20	
9.	Project Manager	Post Graduate in Management with 10 years of experience	8	CV
10.	Consultant (Civil Works)	B.Tech. (Civil) with 5 years of experience	3	CV
11.	Consultant (Project Management & Co- ordination)	B.Tech. + MBA with 5 years of experience	3	CV
12.	Consultant (Marketing)	MBA (Marketing) with 5 years of experience	3	CV
13.	Consultant (Finance & Accounts)	MBA (Finance) or CA with 5 years of experience	3	CV
Е	Presentation		10	
14.	Relevance to the project and satisfactory answering of question of the Committee formed for the evaluation of the technical presentations		10	Evaluation Committee report

#### 6 Deliverables

It is expected that the PMU should operate within the Department of IT and depute the desired resources indicated in the resource deployment section. It is also expected that the resources work as per the scope of work of the project and prepare deliverables accordingly;

S. No.	Deliverables	Expected Timelines	
1.	Status Report	Every Fortnight	
2.	Project Plan and Charter	T + 21 Days	
3.	Facilitate MIPDCO formation and it's running	Day-to-day activity (Status	
		Report)	
4.	Evaluation of EoIs response	Within 10 days of all	
		response received	
5.	Preparation of RFP	T + 45 Days	
6.	Bid Process Management	Within 20 days of all	
		response received	
7.	All necessary strategy for setting-up Single Window	T + 90 days	
	System		
8.	Drafting State IT SEZ Act and Policies	T + 60 days	
9.	Selection of the EPC Contractor	T + 90 days	
10.	Monitor all the construction activities	Day-to-day activity (Status	
		Report)	
11.	Conduct Workshop for entrepreneurs	Bi-Monthly	
12.	Preparation of fund utilisation certification	Once a month	
13.	Conduct Road Shows in the major Indian cities	Bi-Monthly	

# 7 Resource Deployment and Project Location

To accomplish the work and setting-up of the PMU, the Department of IT expects the following resources to be deployed in the PMU:

#	Requirement	Minimum Desired qualification	Total experience
1	Program Manager	Post Graduate in Management	10 years +
2	Consultant (Civil Works)	B.Tech. (Civil)	5 years+
3	Consultant (Project Management & Co- ordination)	B.Tech. + MBA	5 years+
4	Consultant (Marketing)	MBA (Marketing)	5 years+
5	Consultant (Finance & Accounts)	MBA (Finance) or CA	5 years+
6	Secretarial staff (2 nos.)	Graduate	3 years+

### **Project Location**

The 'Project' location is in Imphal. The bidders should budget the lodging and boarding expenses for the PMU. Any travel outside Imphal would be re-imbursed as per actuals.

# 8 Payment Terms

The successful bidder needs to submit a Performance Bank Guarantee (PBG) in place of the submitted EMD within 15 days upon receiving the work order of 10% of the total value of the 'Project'.

S. No.	Deliverables	Approval document	
1.	Start of the Project	Submission of the	10%
		Performance Bank	
		Guarantee	
2.	Project Plan and Charter	Report	5%
3.	MIPDCO formation	Registration of the	5%
		Company	
4.	Shortlisting of vendors for the EPC	Approval of the	5%
	contract through EOI	shortlisted vendors in	
		the EOI	
5.	Preparation of RFP for the EPC vendor	Publishing of the EPC	5%
		Vendor	
6.	Drafting State IT SEZ Act and Policies /	Notification	5%
	relevant notifications		
7.	Selection of the EPC Contractor	T + 90 days	10%
8.	Monitor all the construction activities	Bimonthly payment	5% in every
	Conduct Workshop for entrepreneurs		quarters for 11
	• Preparation of fund utilisation		quarters
	certification		

The Consultant is expected to deliver outcomes. Hence, the payment terms mentioned above are indicative and may be changed in the best interest of the 'Project'. However, this will not impact the Consultant adversely. For example, in case a particular milestone is changed or eliminated, the corresponding payment would be added in the subsequent milestone or another milestone would be identified for the payment.

A minimum of 70 marks should be scored in the technical proposal for the bid to be declared technically qualified. Financial bids of only those consulting organisations will be opened whose technical proposal have met this cut-off mark.

Thereafter, the evaluation will be carried out on the basis of Quality-cum-Cost Based Selection (QCBS) where 70% weightage would be allowed to technical scores and 30% weightage would be given to the financial scores.

Quality is of essence. In case a very low financial bid is received (less than 80% of the budgeted cost). Person Month Rate is based upon NICSI Rates of INR 2.2 lakh, the firm would be asked to submit an additional bank guarantee of 25% of the Financial Proposal.

#### 9 Instructions to the bidders

#### 9.1 General Guidelines

#### 9.1.1 Completeness of Response

- a) Bidders are advised to study all instructions, forms, terms, requirements and other information in the RFP documents carefully. Submission of bid will be deemed to have been done after careful study and examination of the RFP document with full understanding of its implications.
- b) The response to this RFP should be full and complete in all respects. Failure to furnish all information required by the RFP documents or submission of a proposal not substantially responsive to the RFP documents in every respect will be at the Bidder's risk and may result in rejection of its proposal and forfeiture of the bid EMD.

#### 9.1.2 Proposal Preparation Costs

- a) The bidder is responsible for all costs incurred in connection with participation in this process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by DIT (GOM) to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. DIT (GOM) will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.
- b) This RFP does not commit DIT (GOM) to award a contract or to engage in negotiations. Further, no reimbursable cost may be incurred in anticipation of award or for preparing this bid.
- c) All materials submitted by the bidder become the property of DIT (GOM) and may be returned completely at its sole discretion.

#### 9.2 **Pre-Bid Meeting**

#### 9.2.1 Pre-Bid Meeting

a) DIT, Government of Manipur will hold a pre-bid meeting with the prospective bidders as per the details provided on section Brief Tender Details.

# 9.2.2 Bidder Inquiries and DIT (GOM)'s Responses

- a) All enquiries / clarifications from the bidders, related to this RFP, must be sent to the contact details mentioned in the Brief Tender Details. However, it is to clarify that queries will be entertained of only those bidders who will procure the original RFP.
- b) DIT, Government of Manipur will endeavour to provide a full, complete, accurate, and timely response to all questions. However, DIT makes no representation or warranty as to the completeness or accuracy of any; neither response nor does DIT undertake to answer all the queries that have been posed by the bidders. The responses to the queries from all bidders will be distributed to all and posted on the portal.
- c) No request for clarification from any bidder will be entertained after the last date of queries / clarifications as mentioned in the Brief Tender Details.

# 9.2.3 Amendment(s) to RFP Document

- a) At any time prior to the last date for receipt of bids, DIT (GOM), 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 an amendment.
- b) In order to afford prospective bidders reasonable time in which to take the amendment into account in preparing their bids, DIT (GOM) may, at its discretion, extend the last date for the receipt of bids.

# 9.2.4 Supplemental Information to the RFP

If DIT (GOM) deems it appropriate to revise any part of this RFP or to issue additional data to clarify an interpretation of provisions of this RFP, it may issue supplements to this RFP. Any such corrigendum shall be deemed to be incorporated by this reference into this RFP.

# 9.3 DIT (GOM)'s Right to Modify Submission Deadline

DIT (GOM) may, in exceptional circumstances and at its discretion, can extend the deadline for submission of proposals by issuing a corrigendum or by intimating all bidders who have been provided the proposal documents, in which case all rights and obligations of the project and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

#### 9.4 DIT (GOM)'s Right to Terminate the Process

- a) DIT (GOM) may terminate the RFP process at any time and without assigning any reason. DIT (GOM) makes no commitments, explicit or implied that this process will result in a business transaction with anyone.
- b) This RFP does not constitute an offer by DIT (GOM). The bidder's participation in this process may result in DIT (GOM) selecting the bidder to engage in further discussions and negotiations toward execution of a contract. The commencement of such negotiations does not, however, signify a commitment by DIT (GOM) to execute a contract or to continue negotiations. The DIT (GOM) may terminate negotiations at any time without assigning any reason.

#### 9.5 Earnest Money Deposit (EMD)

- a) Bidders shall submit the EMD of Rs. 12.5 lakh in the form of a PBG. EMD in any other form shall not be entertained. The hard copy needs to be submitted along with the response to the RFP.
- b) The EMD shall be denominated in Indian Rupees only. No interest will be payable to the bidder on the amount of the EMD.
- c) Unsuccessful bidder's EMD will be discharged/ returned as promptly as possible.
- d) The EMD may be forfeited:
  - i) If a bidder withdraws his bid or increases his quoted prices during the period of bid validity; or
  - ii) In the case of a successful bidder, if the bidder fails to sign the contract or to furnish Performance Bank Guarantee within specified time in accordance with the format given in the RFP.
- e) Bids submitted without adequate EMD will be liable for rejection.

#### 9.6 Submission of Bids

- a) The bidders should submit their offers in two parts namely, "Technical Bid" and "Financial Bid" and in the format given in this document.
  - i) Technical Bid
  - ii) Financial Bid

### 9.6.1 Bid Submission Format

The bid submission should be done by physical submission or courier/ postal services. However, DIT (GOM) will not be responsible for any delay by the courier/ postal services.

- a) Any default by the bidder in respect of tender terms and conditions will lead to rejection of the bid and forfeiture of EMD.
- b) DIT (GOM) reserves the right to (a) reject any / all proposals without assigning any reasons thereof, (b) relax or waive any of the conditions stipulated in this RFP document as deemed necessary in the best interest of the DIT (GOM) and the objective of the scheme without assigning any reasons thereof and (c) include any other item in the scope of work at any time after consultation in the pre-proposal meeting or otherwise.
- c) DIT (GOM) reserves the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

# 9.6.2 Documents Comprising the Bid

The bids prepared by the Bidder shall comprise of the following:

# **Technical Bid**:

- a) Cover letter along with a power of attorney by the CEO or competent authority authorising the bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP (Refer Form-1)
- b) EMD
- c) Technical proposal
- d) All relevant documents required as evidence of meeting technical evaluation criteria
- e) Firm Details (Refer Form-2)
- f) Consulting turnover auditor certificate
- g) Manpower Strength certificate
- h) Team Composition as per roles defined in the Technical proposal
- i) Project Experience (Refer Form-3)

j) Curriculum Vitae (CV's) of Proposed Staff (Refer Form-4).

# Financial Bid:

a) As per the milestones defined in the Technical Bid. This should comprise of a phasewise break-down of all inclusive rates of manpower deployed, softwares and Hardware costs et al.

# 9.7 DIT (GOM)'s Rights to Accept / Reject any or all Proposals

DIT (GOM) reserves the right to accept or reject any proposal, and to annul the bidding process and reject all Bids 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 DIT (GOM)'s action.

# 9.8 Performance Bank Guarantee

a) Within 15 days of the selected firms being intimated about their selection they are to submit a Performance Bank Guarantee of 10% of the contract value in the form of unconditional, unequivocal and irrevocable Bank Guarantee (BG) from any Scheduled Indian Bank and valid for contract duration plus six months and any applicable extension periods as may be mutually accepted. The EMD submitted as security will be discharged after the receipt of the Performance Bank Guarantee from the selected firm.

# 9.9 Evaluation Process

# 9.9.1 Tender Evaluation Committee

- a) The Tender Evaluation Committee (TEC) constituted by the DIT (GOM) shall evaluate the tenders.
- b) The decision of the TEC in the evaluation of the Technical and Financial Bids shall be final. Technical Bid evaluation is to ensure that the proposed solution by the bidder meets the requirements as outlined in the RFP Document. No correspondence will be entertained outside the process of negotiation/ discussion with the Committee.
- c) TEC will evaluate and compare the bids determined to be substantially responsive. It is Tender Evaluation Committee's intent to select the proposal that is most responsive to

the project needs and each proposal will be evaluated using the criteria and process outlined in this section.

### 9.9.2 Technical Evaluation of Bids

- 2) TEC will carry out a detailed evaluation of the Technical Bids received by it in order to determine whether they are substantially responsive to the requirements set forth in the Request for Proposal. In order to reach such a determination, TEC will examine the information supplied by the bidders, and shall evaluate the same as per the evaluation criteria specified in this RFP.
- 3) **<u>Proposal Presentations</u>**: The Committee may invite each bidder to make a presentation. The purpose of such presentations would be to allow the bidders to present their proposed approach to the Evaluation Committee and the key points in their proposals.
- 4) The technical evaluation of bids will be carried out to ensure compliance with requirements mentioned in the RFP. <u>A minimum of 70 marks should be scored in the</u> <u>technical proposal for the bid to be declared technically qualified</u> as Part – 1 of the evaluation process.

#### Part – 2 (Price Bid)

The bidder with highest technical evaluation marks will be awarded 100% score. Technical score for other bidders will be evaluated using the following formula:

# Tn= {(Technical Evaluation Marks of Bidder/Highest Technical Evaluation Marks)X100}%.

The bidder with lowest qualifying financial bid (L1) will be awarded 100% score. Financial score for other bidders will be evaluated using the following formula:

# Fn= {(Financial Bid of L1/Financial Bid of Bidder)X100}%.

The technical and financial scores secured by each bidder will be added using weightages of 70% and 30% respectively to compute Composite Score. The composite score will be computed as under:

#### Bn =0.70\*Tn+0.30\*Fn

The bidder securing highest Composite Score will be adjudicated as most responsive bidder for award of Project.

5) DIT (GOM) shall also take a presentation, as it may deem necessary, from each or any of the bidders before finalising the Technical Score.

#### 9.9.3 Financial evaluation

- a) This process would be followed as specified in Part-2 of section 9.9.2.
- b) The financial evaluation of the proposal will be by determining whether the Financial Proposals are complete, unqualified and unconditional.
- c) The Financial bid price will be all inclusive and will include, inter-alia all taxes excluding service tax and incidentals like travel, stationery, telephone expenses, etc.
- d) The cost indicated in the Financial Proposal shall be deemed as final and reflecting the total cost of services ('Bid Price'). Omissions, if any, in costing any item shall not entitle the agency to be compensated and the liability to fulfil its obligations as per the Scope of Work within the total quoted price shall be that of the bidder.
- e) Any conditionality included in the financial bid will lead to disqualification of the entire bid and forfeiture of the EMD.

#### 9.10 Negotiations, Contract Finalisation and Award

- a) DIT (GOM) shall reserve the right to negotiate with the bidder(s) whose proposal has been ranked first by the TEC on the basis of best value to the project.
- b) DIT (GOM) shall notify the successful bidder in writing by hand delivery, speed post or by fax, that its proposal has been accepted.
- c) Until a formal contract is signed, the notification of award along with the complete RFP document including all annexure and appendices will constitute a binding contract between successful bidder and DIT (GOM).

#### 9.11 Award Criteria

- a) DIT (GOM) will award the contract for each State to the bidder whose bid has been determined to be substantially responsive and has been determined as the best value bid a proposal qualifies as per the minimum qualification marks set for the technical evaluation and obtains the lowest cost in the financial evaluation, provided further that the bidder has demonstrated that it is qualified to perform services required for the project satisfactorily.
- b) A substantially responsive bid is one, which conforms to all the requirements, terms, conditions and specifications of the RFP.
- c) Any attempt by a bidder to influence the bid evaluation process may result in the rejection of the bidder's bid.

#### 9.12 Signing of Contract

DIT (GOM) will notify the successful bidder on the acceptance of their bid. Subsequently, a contract will be entered into by the DIT (GOM) and the selected bidder.

#### 9.13 Disqualification

DIT (GOM) may at its sole discretion and at any time during the evaluation of proposal, disqualify any respondent, if the agency:

- a) Made misleading or false representations in the forms, statements and attachments submitted in proof of the eligibility requirements.
- b) Exhibited a record of poor performance such as abandoning works, not properly completing the contractual obligations, inordinately delaying completion or financial failures, etc. in any project in the preceding three years.
- c) Submitted a proposal that is not accompanied by required documentation or is non-responsive.
- d) Failed to provide clarifications related thereto, when sought.
- e) Submitting more than one proposal.
- f) Was declared ineligible by the Government of India/State/UT Government for corrupt and fraudulent practices.

#### 9.14 Refund of EMD and Submission of Performance Security

- a) EMD will be refunded as follows:
  - i. In the case of those bidders whose technical bids do not qualify, the EMD will be refunded without any interest accrued within one month of the acceptance of Technical Evaluation Committee's (TEC) recommendations.
  - ii. For the Consultant selected, the EMD will be refunded subsequent to submission of performance security and subject to entering into a contract.
- b) The consultancy agency selected shall be required to submit a Performance Guarantee for 10% of the agreement value for the project duration period plus 2 month. Thereafter, the PBG can be issued for a yearly period subject to agreement to extension
- c) The EMD will be returned to other bidders.

### 9.15 Conflict of Interest

a) Any of the consultancy agencies appointed for providing program management services for IT SEZ of Government of Manipur will not be eligible to bid for implementation of the Project, other than being an investor and invest in the SEZ. It is further clarified that the Consultant shall not accept any employment, commission rebates, kickbacks or other unlawful consideration from any of the agencies assigned the implementation work. Further, any company which is a holding / subsidiary /sister company of the consultancy agency shall not be allowed to take-up any of the above mentioned roles.

#### 9.16 Other Terms and Conditions

- a) The selected Consultant will be fully and completely responsible to the State IT Department headed by the designated Nodal Officer for all the deliverables.
- b) The interested bidders shall furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective sub-contractor due to prior, current, or proposed contracts, engagements, or affiliations with the State IT Department. Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other)

that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.

- c) DIT (GOM) requires that the Consultant should provide professional, objective, and impartial advice and at all times hold the interests of the Centre and State Government paramount, strictly avoid conflicts with other assignments/jobs or their own corporate interests and act without any consideration for future work.
- d) DIT (GOM) reserves the right to accept or reject any bid, to annul the entire bid process or reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder (s) or any obligation to inform the affected bidder(s) the grounds for such decision.
- e) The State IT Department will manage the project and the proposed resources shall report to the designated State Nodal Officer. Other teams / committees / stakeholders will work in close proximity with the selected Consultant to oversee the deliverables of the project.
- f) In case any of the proposed resources are found to be not performing or not meeting the expectations of the State IT Department, the Consultant shall find a replacement for the resource. The State IT Department will evaluate the replacement profile and indicate the acceptance / rejection of the profile.
- g) The DIT (GOM) reserves the right to terminate the contract by giving a notice of one month if the performance of the Consultant is not found satisfactory by DIT (GOM). The Consultant shall be given a period of fifteen days to cure the breach or fulfil the contractual obligations, failing which the DIT (GOM) shall notify the bidder in writing of the exercise of its right to receive such compensation within 14 days, indicating the contractual obligation(s) for which the bidder is in default
- h) The Consultant to be selected through this bid process will provide deliverables as indicated in this document and support State IT Department in planning for implementation of the project. The Consultant should note that as a part of requirement for this assignment the Consultant will share with DIT (GOM) all intermediate documents, drafts, reports and any other item related to this assignment. No work

products, methodology or any other methods used by the Consultant should be deemed as proprietary and non-shareable with DIT (GOM) by the Consultant.

- i) If at any stage of the tendering process or during the currency of the agreement, any suppression / misrepresentation of such information is brought to the knowledge of DIT (GOM), then the department will have right to reject the bid or terminate the agreement, as the case may be, without any compensation to the bidder.
- j) The bidder shall be deemed to have complied with all clauses in this RFP. Evaluation shall be carried out on the information available in the bid.

### 9.17 Conditions of Contract

The contract agreement would be signed between DIT (GOM) and the successful bidder. The draft contract will be shared with the successful bidder only.

#### 10 Forms

# 10.1 Form 1 – Cover Letter to submit proposal in response to RFP Notice

(To be submitted on letter head of the responding firm)

{Place}

{Date}

То

Ref: RFP Notification no \_\_\_\_\_ dated \_\_\_\_\_

<u>Subject:</u> Submission of proposal in response to the **RFP for Selection of Consultant for State Program Management Unit for IT SEZ** File No. \_\_\_\_\_\_.

Dear Sir,

- Having examined the RFP document, we, the undersigned, herewith submit our proposal in response to your RFP Notification No. \_\_\_\_\_\_ dated \_\_\_\_\_\_ for Selection of Consultant for State Program Management Unit for IT SEZ Development Project in Manipur, in full conformity with the said RFP document.
- We have read the provisions of the RFP document and confirm that these are acceptable to us. We further declare that additional conditions, variations, deviations, if any, found in our proposal shall not be given effect to.
- 3. We agree to abide by this proposal, consisting of this letter, the detailed response to the RFP and all attachments, for a period of **120 days** from the closing date fixed for submission of proposals as stipulated in the RFP document.

- 4. The EMD of Rs. 12.50 lakh submitted by us in the form of a BG may be encashed if we do not submit the requisite Performance Guarantee as per the Contract amounting to 10% of the financial bid for "Selection of Consultants For Program Management Unit for IT SEZ Development Project in Manipur", and our bid rejected by DIT (GOM).
- 5. We hereby confirm that all resource deployed under this Project will work exclusively on this engagement and will not work on any other engagement.
- 6. We hereby furnish an affirmative statement as to the existence of, absence of, or potential for conflict of interest on the part of the bidder or any prospective sub-contractor due to prior, current, or proposed contracts, engagements, or affiliations with the DIT (GOM). Additionally, such disclosure shall address any and all potential elements (time frame for service delivery, resource, financial or other) that would adversely impact the ability of the bidder to complete the requirements as given in the RFP.
- 7. We would like to declare that we are not involved in any major litigation that may have an impact of affecting or compromising the delivery of services as required under this assignment and we are not under a declaration of ineligibility for corrupt or fraudulent practices.

Dated this Day of 2013

(Signature)

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

(Name and Address of Company) Seal/Stamp

# 10.2 Form 2 - Details of responding firm

Details of the Organisation					
Name					
Nature of the legal status in India					
Nature of business in India					
Date of Incorporation					
Date of Commencement of Business					
Address of the Headquarters					
Address of the Registered Office in India					
Name and mobile number of the Contact Person					
Revenue (in INR Crores) from Consulting operations in India (auditor certificate to	FY 2009 – 10	FY 2010-11	FY 2011-12		
be provided)					
Other Relevant Information					

RFP for Selection of Consultancy Agency for PMU for development of IT SEZ

### 10.3 Form 3 - Details of Experience of Responding Firm

[Using the format below, the responding firm should provide information on the similar assignments as required for technical evaluation. Project experience showcased should be a consulting assignment and not related to Application Development/System Integration/Support Services/Maintenance]

S.No.	Assignment Name	Client	Work Order Date	Period of Assignment	Billing till date	Is this project for Technical Evaluation Criteria for eGovernance experience or for work capacity calculation or both (TE/WC/Both)

Note: The serial numbers above should match with the serial numbers of individual project detail table below.

#### 1) Assignment Name

Sr. No	Item	Details		
General Information				
1	Customer Name			
2	Name of the contact person and contact details for the client of the assignment			
Project Details				
3	Project Title			

RFP for Selection of Consultancy Agency for PMU for development of IT SEZ

4	Start Date/End Date	
5	Current Status (work in progress, completed)	
6	Number of staff deployed on the assignment	
Size of the project		
7	Order Value of the project (in Rs. Lakhs)	
8	Total billing till 31/12/2012	
9	Reference to Supporting documents with page numbers	

<u>Narrative description of Project</u>: (Highlight the components / services involved in the project which are of similar nature to the project for which this RFP is floated.)

Description of actual services provided by your staff within the project and their relevance to the envisaged components / services involved in the project for which this RFP is floated.

Please provide work orders for all the projects cited in the proposal.

Please provide a client certificate/auditor certificate/self-certification by Authorized Signatory as proof for billing of more than Rs. 10 Lakhs in the last 3 years for the project.

# 10.4 Curriculum Vitae (CV) of Key Personnel as per Form 4

Form 4: Curriculum Vitae (CV) of Key Personnel

1. Proposed Position [only one candidate shall be nominated for each position expert]: \_\_\_\_\_

2. Name of Firm [Insert name of firm proposing the staff]: \_\_\_\_\_\_

RFP for Selection of Consultancy Agency for PMU for development of IT SEZ

3. Name of Staff [Insert full name]: \_\_\_\_\_

4. Date of Birth: \_\_\_\_\_\_Nationality: \_\_\_\_\_

**5.** Education [Indicate college/university and other specialized education of staff member, giving names of institutions, degrees obtained, and dates of obtainment]: \_\_\_\_\_\_

6. Total No. of years of experience:

7. Total No. of years with the firm:

8. Areas of expertise and no. of years of experience in this area (as required for the Profile – 'Mandatory'):

9. Certifications and Trainings attended:

**10. Details of Involvement in Projects (**only if involved in the same):
- **11. Languages** [For each language indicate proficiency: good, fair, or poor in speaking, reading, and writing]:
- 12. Membership of Professional Associations:
- **13. Employment Record** [*Starting with present position and last 2 firms, list in reverse order, giving for each employment (see format here below): dates of employment, name of employing organization, positions held.*]:

From (Year):

To (Year):

Purchaser:

Positions held: \_\_\_\_\_

14. Detailed Tasks Assigned	15. Relevant Work Undertaken that Best Illustrates the experience as required for the Role (provide maximum of 6 citations of 10 lines each)
[List all tasks to be performed under this assignment]	(Among the assignments in which the staff has been involved, indicate the following information for those assignments that best illustrate staff capability to handle the tasks listed under point 14 and as required for the role as listed in 'List of the key professional positions whose CV and experience would be evaluated')

Name of assignment or project:
Year:
Location:
Purchaser:
Main project features:
Positions held:
Value of Project (approximate value or range value):
Activities performed:

# 16. Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience. I understand that any wilful misstatement described herein may lead to my disqualification or dismissal, from the assignment if engaged.

Date: \_\_\_\_\_

(Signature of staff member or authorized representative of the staff)

Day/Month/Year

Full name of Authorized Representative:

# 10.5 Form 5 – Work Schedule Template

<u>Work Plan</u>: In this section the responding firm should propose the main activities of the assignment, their content and duration, phasing and inter-relations including resource planning to be deployed and delivery dates. The proposed work plan should be consistent with the approach and methodology, showing understanding of the scope of services, deliverables as given in scope of work and ability to translate them into a feasible working plan. The work plan should be consistent with the Work Schedule.

The responding firm is to describe the work schedule for different tasks which the responding firm plans to start and accomplish as part of the project, using the following format:

N°	Activity	Months												
		1	2	3	4	5	6	7	8	9	10	11	12	N
1														
2														
3														
4														



The work schedule should reflect how and by when the responding firm is expected to complete the assignment for each of the component, as per the major deliverable in the scope of work of the Consultant and the timelines of achieving the same as mentioned in the RFP.

## 10.6 Form 6 - EMD BG format

Whereas ------ (hereinafter called 'the Respondent') has submitted its proposal dated ------- in response to the RFP notice with File No:\_\_\_\_\_, **for Selection of Consultant For Program Management Unit for IT SEZ Development Project in Mantripukhri, Manipur** (hereinafter called "the Proposal") to Officer-on-Special Duty, Department of Information Technology, Government of Manipur, New Secretariat, Imphal – 795001.

KNOW ALL MEN by these presents that WE
having our registered office at
(hereinafter called "the Bank") are bound unto the, DIT
(GOM) (hereinafter called "the Purchaser") in the sum of for which payment
will and truly to be made to the said Purchaser, the Bank binds itself, its successors and assigns
by these presents. Sealed with the Common Seal of the said Bank thisday of
2013.

THE CONDITIONS of this obligation are:

 If the Respondent withdraws its proposal during the period of validity of the proposal as specified by the respondent on the Notice of Intent to submit proposal in response to RFP Notice

or

2. If the Respondent, having been notified of their selection fails or refuses to submit the required Performance Guarantee to the State.

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

This guarantee will remain in force up to and including 120 days after the period of proposal validity, and any demand in respect thereof should reach the Bank not later than the above date.

## 10.7 Form 7 – Format of Performance Bank Guarantee

#### From a Public Sector Bank only

This Deed of Guarantee executed on this \_\_\_\_\_day of \_\_\_\_\_, 2013 at\_\_\_\_\_ by \_\_\_\_\_\_(Public Sector Bank only), having its Head Office/Registered Office at \_\_\_\_\_\_ and inter-alia a Branch Office at \_\_\_\_\_\_ (hereinafter referred to as the 'Bank' or 'the Guarantor', which expression shall unless it be repugnant to the subject or context hereof be deemed to include its successors and assigns)

#### In favour of

#### Department of Information Technology, Government of Manipur.

## WHEREAS

A. [.....], a Company within the meaning of the Companies Act, 1956 and having its Registered Office at [\_\_\_\_] (herein after referred to as "the Consultant", which expression unless repugnant to the subject or context includes its successors, legal representatives and permitted assigns) has been awarded the contract for "PMU for development of IT SEZ in the State of Manipur" vide Agreement dated \_\_\_\_\_;

B. In terms of clause \_\_\_\_\_ of the said Agreement, the Consultant has to provide a Performance Guarantee for an amount equivalent to 10 (ten) per cent of the Bid Price in the format specified;

C. At the request of the Consultant, the Guarantor has agreed to provide this guarantee, being these presents, guaranteeing the due and punctual performance/discharge by the Vendor of its obligations under the said contract during the implementation period.

## NOW THEREFORE THIS DEED WITNESSETH AS FOLLOWS

A. The Guarantor hereby irrevocably guarantees the due and punctual performance by the Consultant of all its obligation under the said Agreement during the implementation period;

B. The Guarantor shall, without demur, pay to State sums not exceeding in aggregate Rs. \_\_\_\_\_\_ (Rupees \_\_\_\_\_) within five (5) calendar days of receipt of a written demand therefor from State

stating that the Contractor has failed to meet its performance obligations under the said contract during the implementation period. The Guarantor shall have not to go into the veracity of any breach or failure on the part of the Consultant or validity of the demand so made by State and shall pay the amount specified in the demand notwithstanding any direction to the contrary given or any dispute whatsoever raised by the Vendor or any other person. The Guarantor's obligations hereunder shall subsist until all such demands are duly met and discharged in accordance with the provisions hereof;

C. In the event of delay on the part of the Guarantor to pay on demand, the Guarantor shall be liable to pay interest at the rate of fifteen (15) per cent, compounding quarterly, to State. There shall not be any delay in payment of the guaranteed amount and payment of interest shall not be an excuse for delaying the payment of guarantee amount. Time is the essence of this Performance Guarantee;

D. The Guarantor shall also indemnify and keep State indemnified against all losses, damages, costs, charges, claims and expenses whatsoever which DIT (GOM) may suffer, pay or incur by reason of or in connection with any default on the part of the Vendor, including legal proceedings taken against the said Consultant and/or the Guarantor for the recovery of the monies referred to above;

E. The Guarantor hereby agrees that without the concurrence of the Guarantor, State and the Consultant shall be at liberty to vary, alter or modify the terms and conditions of the contract executed by the State with the Consultant, and in particular to defer, postpone or revise the payment schedule under the contract, modify the work at site and payment of interest or other monies under the contract on such terms and conditions as maybe considered necessary by State;

F. The Guarantor agrees that its liability under this guarantee shall in no manner be affected by any such variation, alteration, modification, waiver dispensation with or release of security and that no further consent of the Guarantor is required for giving effect to any such variation, alteration, modification, waiver dispensation with or release of security;

G. This Guarantee shall be enforceable against the Guarantor notwithstanding that any security or securities comprised in any instrument executed or to be executed by the Consultant in

favour of State may at the time when the proceedings are taken against the Guarantor of this guarantee be outstanding or unrealised or lost. In order to give effect to this Guarantee, State shall be entitled to treat the Guarantor as the principal debtor;

H. This Guarantee shall be irrevocable and shall remain in full force and effect until \_\_\_\_\_\_unless discharged/released earlier by State in accordance with the provisions of the said contract. The Guarantor's liability in aggregate shall be limited to a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

I. This Guarantee shall not be affected by any change in the constitution or winding-up of the Consultant/the Guarantor or any absorption, merger or amalgamation of the Consultant/the Guarantor with any other person;

J. The Guarantor has power to issue this Guarantee and discharge the obligations contemplated herein, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under \_\_\_\_\_.

All future correspondence with reference to this Guarantee shall be made to .....(Bank Name and Address).

The jurisdiction in relation to this Guarantee shall be the Courts at Imphal and Indian Law shall be applicable.

IN WITNESS WHEREOF THE GUARANTOR HAS SET ITS HANDS HEREUNTO ON

THE DAY, MONTH AND YEAR FIRST HEREINABOVE WRITTEN.

SIGNED AND DELIVERED by \_\_\_\_\_ Bank by the hand of \_\_\_\_\_, its \_\_\_\_\_ and authorised official.

**10.8** Form 8 – Checklist of documents to be submitted

S.No.	Item	Supporting document to be submitted	Provided (Y/N) Reference in the proposal where it has been provided with page number
1.	Covering Letter	Form 1	
2.	Bidders Details	Form 2	
		Copy of the audited profit and loss account/ balance	
		sheet/ annual report of 2009-	
		10, 2010-11, 2011-12.	
		In case Turnover from	
		Consulting Operations is not	
		provided separately in the	
		Profit and Loss Statement,	
		Certificate from the Company	
		Auditor regarding turnover from Consulting Operations	
		for each of the years of 2009-	
		10, 2010-11, 2011-12 should be	
		enclosed.	
3.	The responding Company /agency should have provided an EMD of Rs.		
	12,50,000 (Rupees Twelve Lakh Fifty Thousand only)		

4.	Consulting manpower strength as on 31 <sup>st</sup> March 2012	Certificate from Head (HR) or company secretary for number of consulting professionals employed by the company. Consulting professionals are defined as working on consulting/advisory projects and not on System Integration/Application Development/Support Services/Maintenance project.	
5.	Nos of Consultancy Assignments of value of atleast Rs. 10 Lakhs billing in the past 3 years 2009-10, 2010- 11, 2011-12. Purchase orders should not be earlier than April 1st 2007.	The bidder has to provide for each assignment the following: 1. Form-3 2.Copy of work orders/purchase orders. 3. Self-certification of completion of billing of more than Rs. 10 lakhs.	
6.	Proposed Resources	Form-4 Form-5	

7.	Schedule of work	Form-6	
8.	EMD – BG / DD	Form-7	
9.	Power of attorney	Power of attorney by the CEO or competent authority or board resolution authorizing the Bidder to sign/ execute the proposal as a binding document and also execute all relevant agreements forming part of RFP	
10.	Financial Bid	Annexure - A	

# Annexure - A

# Format for Submission of Financial Bid

#	Requirement	Man-month Rate	Entire Project Duration
1	Program Manager		
2	Consultant (Civil Works)		
3	Consultant (Project Management & co- ordination)		
4	Consultant (Marketing)		
5	Consultant (Finance & Accounts)		
6	Secretarial staff (2 nos.)		
	Sub - Total		
	Tax		
	Grand Total		